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Austin, Texas 78701



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MUELLER MASTER COMMUNITY COVENANT

A Residential and Commercial Community located in the City of Austin, Travis County, Texas

Master Declarant: CATELLUS AUSTIN, LLC, a Delaware limited liability company

NOTICE: **NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS AN MCC ANNEXATION NOTICE DESCRIBING SUCH PORTION OF THE PROPERTY IS FILED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.**

MUELLER MASTER COMMUNITY COVENANT

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MUELLER MASTER COMMUNITY COVENANT
PREAMBLE

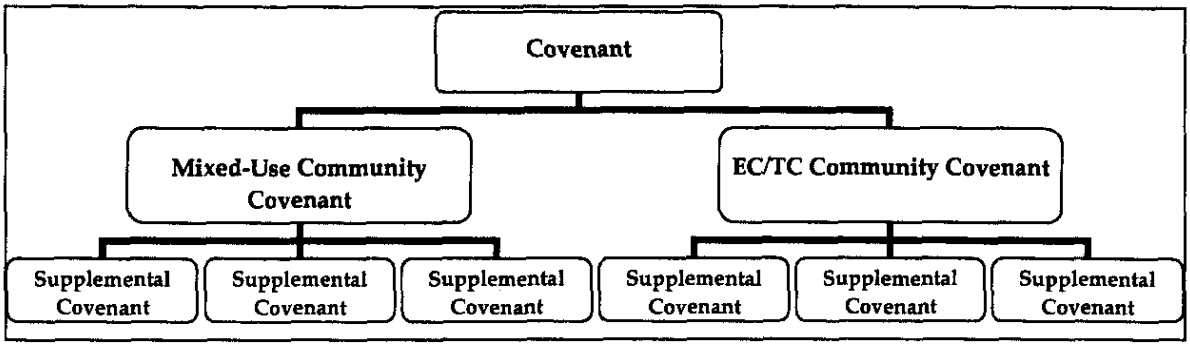
This Mueller Master Community Covenant ("**Covenant**") establishes a governance structure and a flexible system of standards and procedures for the development, expansion, administration, maintenance, and preservation of the Community as a master planned community. An integral part of the Community is the Mueller Master Community, Inc. (the "**Master Association**"), an association comprised of all the owners of real property in the Community.

This Covenant does not and is not intended to create a condominium within the meaning of the Texas Uniform Condominium Act.

DECLARATION OF MASTER COMMUNITY COVENANT

CATELLUS AUSTIN, LLC, a Delaware limited liability company (the "**Master Declarant**") has an option to purchase or is the present owner of certain real property located in Travis County, Texas, as more particularly described on *Exhibit "A"*, attached hereto. DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN d/b/a SETON HEALTHCARE NETWORK, a Texas non-profit corporation ("**Seton**"), is the present owner of Lot 1, Block A, MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No, 200400079 of the Official Public Records of Travis County, Texas ("**Lot 1A1**"). The property described on *Exhibit "A"* and Lot 1A1 are collectively referred to herein as the "**Property**." Master Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property. Portions of the Property will be made subject to this Covenant upon the filing of one or more MCC Annexation Notices pursuant to *Section 16.1* below. Upon the filing of an MCC Annexation Notice in the Official Public Records of Travis County, Texas, the portions of the Property described therein shall then constitute the Community (as defined below) and shall be governed by and fully subject to this Covenant. This Covenant contemplates the recordation of: (i) a Mixed-Use Community Covenant, described in *Table 1.1* below, which will include additional covenants, conditions and restrictions governing portions of the Community depicted on *Exhibit "B"*, attached hereto (the "**Mixed-Use Tracts**"); and (ii) an EC/TC Community Covenant, described in *Table 1.1* below, which will include additional covenants, conditions and restrictions governing portions of the Community depicted on *Exhibit "B"*, attached hereto (the "**EC/TC Tracts**"). The Mixed-Use Community Covenant and the EC/TC Community Covenant will each provide for the filing of Supplemental Covenants. A Supplemental Covenant will impress portions of property subject to the Mixed-Use Community Covenant or the EC/TC Community Covenant with additional and specific covenants, restrictions, conditions, limitations and/or easements.

HIERARCHY OF COVENANTS



Master Declarant, by executing and recording this Covenant, declares that portions of the Property made a part of the Community by the recordation of an MCC Annexation Notice and any additional property made subject to this Covenant in the future, shall constitute the "**Community**". This Covenant will run with the title to the Community, shall govern the development and use of the Community, and shall be binding upon Master Declarant and the present and future owners of any portion of the Community, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity who now or hereafter has any legal, equitable, or beneficial interest in any portion of the Community. This Covenant will also be binding upon the Master Association, its successors and assigns.

No portion of the Property is subject to the terms and provisions of this Covenant until a MCC Annexation Notice covering that portion of the Property is filed in the Official Public Records of Travis County, Texas. Only the Master Declarant may file an MCC Annexation Notice. If the Master Declarant is not the owner of the portion of the Property then being made subject to the terms and provisions of the Covenant, the owner of the Property, in addition to the Master Declarant, must execute the MCC Annexation Notice evidencing such owner's consent to its recordation.

PROPERTY VERSUS COMMUNITY	
"Property"-	**Described on Exhibit A. This is the land that may be made subject to this Covenant, from time to time, by the filing of one or more MCC Annexation Notices.**
"Community"-	**This is the portion of the land described on Exhibit A that has been made subject to this Covenant through the filing of an MCC Annexation Notice.**

PART ONE: THE COMMUNITY

Chapter 1 Governing Documents

1.1 Scope and Applicability

The Community is administered pursuant to various documents that have a legal and binding effect on all owners and occupants of the Community, and anyone else who may now or in the future have an interest in any portion of the Community. Such documents, referred to in this Covenant as the "**Governing Documents,**" include this Covenant and the documents described in *Table 1.1*, as such documents may be amended. All owners, as well as their tenants, guests, invitees, and other occupants of Units within the Community are required to comply with the Governing Documents.

1.2 Previously Filed Supplemental Covenants

The Master Declarant has previously filed that certain Supplemental Declaration of Covenants, Conditions and Restrictions for The Hospital Site, recorded as Document No. 2004055402 in the Official Public Records of Travis County, Texas (the "**Hospital Supplemental Covenant**"), which has imposed easements, covenants, conditions, and restrictions upon Lot 1A1. Lot 1A1 will continue to be subject to all of the terms, covenants, conditions, restrictions, and easements set forth in the Hospital Supplemental Covenant. This Covenant will constitute the "Master Declaration" as defined in the Hospital Supplemental Covenant upon the recordation of an MCC Annexation Notice, executed by the Master Declarant and Seton, describing Lot 1A1 in the Official Public Records of Travis County, Texas. Lot 1A1 will also be made subject to the terms and provisions of the EC/TC Community Covenant upon recordation of an annexation notice executed by the Master Declarant and Seton and the Hospital Supplemental Covenant will constitute a Supplemental Covenant.

1.3 Conflicts

If there are conflicts among the provisions of Texas law, the Articles of Incorporation, this Covenant, and the By-Laws, the provisions of Texas law, the Covenant, the Articles of Incorporation, and the By-Laws (in that order) shall control.

In the event of any conflict between the terms and provisions of the Covenant, and the EC/TC Covenant or the Mixed-Use Covenant, the terms of the Covenant will control. Upon annexation of Lot 1A1 into the terms of this Covenant, in the event of any conflict between the Covenant and the Hospital Supplemental Covenant, the terms of the Covenant will control; PROVIDED, HOWEVER, that in the event of any conflict between the terms and provisions of this Covenant and Section 2.2 , Section 3.1, or 4.1 of the Hospital Supplemental Covenant, Section 2.2, Section 3.1 and Section 4.1 of the Hospital Supplemental Covenant will control as to Lot 1A1.

The Governing Documents use text boxes, diagrams and tables to illustrate concepts and assist the reader. If there is a conflict between any text box, diagram, or table and any provision of the Governing Documents, the provision of the Governing Documents will control.

Space has been set aside throughout this Covenant to allow the reader to make notes. Any such notes are not part of this Covenant and have no legal or binding effect.

If any court determines that any provision of this Covenant is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

1.4 Definitions

Capitalized terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. All other terms used in the Governing Documents have their natural, commonly accepted definitions. An index of defined terms is included in *Table 1.2*.

1.5 Interpretation of Certain References

Consent or Approval. All references in the Governing Documents to "**consent**" or "**approval**" shall refer to consent or approval, which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required. The consent of the Reviewer (as defined in *Chapter 5*) means the consent of a majority of the members of the New Construction Council or the Modification Committee, as applicable. Any approval or consent and any agreement, determination, waiver or joinder by the City of Austin required under the Governing Documents may be given by the City Manager of the City of Austin or its designee.

Discretion and Determination. All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole, absolute, and unfettered power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, anyone authorized in the Governing Documents to exercise his or her discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

EC/TC Association. All references in this Covenant to the "**EC/TC Association**" shall refer to the non-profit corporation created pursuant to the EC/TC Community Covenant.

Maintenance. All references in this Covenant to "**maintenance**" shall refer to maintenance, repair, and replacement.

Master Community-Wide Standard. The Master Community-Wide Standard is the standard of conduct, maintenance and other activities which generally prevail throughout the Community; provided, however, such standard may not conflict with, contravene, or act to amend the Governing Documents or the MDA. A community-wide standard permits the

Community to evolve as development progresses and the Community matures. Where the Governing Documents require compliance with the "**Master Community-Wide Standard**," the standard to be applied is the higher of: (a) the standard of use, maintenance, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Community which results from the application of the Governing Documents and the MDA; or (b) the minimum standards actually set forth in the Governing Documents and the MDA (as defined below).

The Master Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Master Association Board's (the "**Board**"), the New Construction Council's, and the Modification Committee's (as defined in *Chapter 5*) discretion. The Master Community-Wide Standard, over time, will be more specifically determined by the Board, the Master Declarant, the New Construction Council, and the Modification Committee through interpretation and application of the Governing Documents. The Master Community-Wide Standard may or may not be set out in writing. For example, as the Community evolves, a pattern of practice may develop with respect to the timing of landscape maintenance or certain Master Community Facility repairs. In addition, the Board may have occasion to interpret certain provisions of the Governing Documents during administration of the Community and those interpretations will become manifest through application of the Governing Documents. These patterns and interpretations may not be set out in writing, but an expectation may develop regarding the continued adherence to such practices and interpretations. While the Board will have the authority to revise the standards of conduct, maintenance and other activities within the Community from time to time provided that any such revisions otherwise comply with the Governing Documents and applicable law, the Board need not document in minute detail the evolution of each such standard of conduct, maintenance and other activity within the Community. In general, standards of conduct, maintenance and other activities which comprise the Master Community-Wide Standard will be reflected in the Governing Documents but some exceptions to that general condition will occur from time to time.

Master Development Agreement. Master Development Agreement ("**MDA**") between the Master Declarant and the City of Austin, a Texas home rule city and municipal corporation (the "**City of Austin**"). The MDA was adopted by the City of Austin on _____, _____, 2004. The MDA includes all of the Property and adopts certain standards for the development of the Property.

Mixed-Use Association. All references in this Covenant to the "**Mixed-Use Association**" shall refer to the non-profit corporation created pursuant to the Mixed-Use Community Covenant.

Modification Committee. All references in this Covenant to the "**Modification Committee**" or "**MC**" shall refer to the committee established pursuant to *Chapter 5* to review and act upon all applications for review and approval of Improvements to be constructed on a Unit if: (i) Improvements reviewed and approved by the New Construction Council have been constructed on a Unit; (ii) the City of Austin has issued a certificate of occupancy for such Improvements; and (iii) the application is for the modification, rather than the expansion, of

existing Improvements. In the event the pre-conditions set forth in (i) through (iii) are not satisfied, or in the event there is any uncertainty as to whether such conditions have been satisfied, jurisdiction for the review and approval of the application will lie with the New Construction Council. The pre-conditions set forth in (i) through (iii) will not apply and the Modification Committee will assume the authority of the New Construction Council upon the later of: (a) the expiration of the Development and Sale Period, or (ii) such time as certificates of occupancy have been issued for all Units planned for the Property.

New Construction Council. All references in this Covenant to the "**New Construction Council**" or "**Council**" shall refer to the council established pursuant to *Chapter 5* to review and act upon all applications for review and approval of all original Improvements to be constructed on Units.

Person. References in the Governing Documents to a "**Person**" or "**Persons**" shall refer to an individual, a corporation, a partnership, a limited liability company, trust or any other legal entity.

Recording. All references in the Governing Documents to a "**recorded**" legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed or the filing of a legal instrument in the Official Public Records of Travis County, Texas, or such other place designated as the official location for filing documents affecting title to real estate in Travis County in order to make them a matter of public record.

Supplemental Covenant. All references in this Covenant to a "**Supplemental Covenant**" shall refer to a separate instrument filed pursuant to the Mixed-Use Community Covenant or the EC/TC Community Covenant containing covenants, restrictions, conditions, limitations and/or easements, to which portions of the Community encumbered by the Mixed-Use Community Covenant or the EC/TC Community Covenant are subjected. Notwithstanding any provision in the Governing Documents to the contrary, the City of Austin must consent to any Supplemental Covenant which contains covenants, restrictions, conditions, limitations and/or easements affecting all or any portion of the Community.

TABLE 1.1: GOVERNING DOCUMENTS	
Articles of Incorporation: (filed with the Secretary of State)	the Articles of Incorporation of Mueller Master Community, Inc., as they may be amended, which establish the Master Association as a not-for-profit corporation under Texas law.
Board Resolutions: (Board adopts)	the resolutions adopted by Board which establish rules, policies, and procedures for internal governance and activities of the Master Association and which regulate the operation and use of property owed or controlled by the Master Association.
By-Laws: (attached as *Exhibit "F"*)	the By-Laws of Mueller Master Community, Inc., as they may be amended, which govern the Master Association's internal affairs, such as voting, elections, meetings, etc.
EC/TC Community Covenant (recorded)	a recorded covenant which includes additional covenants, conditions and restrictions governing portions of the Community depicted on *Exhibit "B"*, attached hereto.
Mueller Master Covenant: (recorded)	creates obligations that are binding upon the Master Association and all present and future owners of property in the Community.
Master Design Guidelines: (The Master Declarant adopts)	the design standards and architectural and aesthetics guidelines adopted pursuant to *Chapter 5*, as they may be amended, which govern new construction and modifications to Units, including structures, landscaping, and other items on Units.
Mixed-Use Community Covenant (recorded)	a recorded covenant which includes additional covenants, conditions and restrictions governing portions of the Community depicted on *Exhibit "B"*, attached hereto.
Rules: (initial set attached as *Exhibit "D"*)	the use restrictions and rules of the Master Association adopted pursuant to *Chapter 7*, which regulate use of property, activities, and conduct within the Community.
Supplemental Covenant: (recorded)	a recorded supplement to the Mixed-Use Community Covenant or the EC/TC Community Covenant, which imposes additional obligations or restrictions on residential or commercial portions of the Community.

TABLE 1.2: INDEX OF SELECTED DEFINED TERMS

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Chapter 2 Community Administration

Vibrant communities depend upon all of their stakeholders working together to uphold community standards and achieve the vision and goals for the community. The Master Declarant, the Master Association, the owners, and others have a role in how the community functions and in helping to fulfill that vision. This Chapter identifies these stakeholders and describes their role in administering the Community.

2.1 The Master Declarant

The Governing Documents set forth certain principles which will guide the Community during its lifetime.

The Master Declarant has reserved various rights in the Governing Documents with respect to development and administration of the Community. The Master Declarant may exercise certain of these rights throughout the **"Development and Sale Period"** – the period of time during which the Master Declarant owns or has the option to acquire at least fifty (50) acres in the Property from the City of Austin under the MDA, but excluding the Film Society Property (as defined in the MDA and depicted on *Exhibit "C"*), the National Guard Property (as defined in the MDA and depicted on *Exhibit "C"*), and any developable property on which the Master Declarant: (i) has caused or intends to cause finished improvements to be constructed which may be used for residential, commercial, retail, light industrial, or office use; and (ii) is or intends to retain ownership, as opposed to market for sale to a third party. Notwithstanding the foregoing provision, in the event the current lease by and between the City of Austin and (i) the Texas National Guard pertaining to the National Guard Property or (ii) the Austin Film Society pertaining to the Film Society Property terminates or expires prior to the expiration of the Development and Sale Period, the exclusion of the National Guard Property or the Film Society Property, as the case may be, for purposes of determining the expiration of the Development and Sale Period will not apply. The failure of the Master Declarant to exercise any of these rights prior to expiration of the Development and Sale Period does not constitute a waiver of these rights. Upon expiration of the Development and Sale Period, Master Declarant shall record a notice of such expiration in the Official Public Records of Travis County, Texas.

This Covenant reserves to the City of Austin many of the rights reserved by the Master Declarant hereunder. For example, the City of Austin has the right to consent to certain actions proposed by the Master Declarant, the Board, the New Construction Council or the Modification Committee, and may enforce the terms and provisions of this Covenant. In addition, the City of Austin, upon the occurrence of events described in the MDA, may assume all the rights of the Master Declarant under the terms and provisions of this Covenant. Despite any provision in this Covenant to the contrary, the City of Austin's right to consent to certain matters under this Declaration will not be required upon expiration of the Development and Sale Period.

2.2 The Master Association

The Master Declarant will establish the Master Association as the entity responsible for the administration of the common affairs of the Community and the management, maintenance, operation, and control of the Master Community Facilities as defined in *Section 3.1*. The Master Association will also be a community-building entity that has the power to establish, operate, sponsor, and promote services, activities, events, and programs for the Community and to collect assessments on behalf of the Master Association, the Mixed-Use Association, and the EC/TC Association. On most matters, the Master Association acts through the Board. However, in some instances the Governing Documents or applicable law limits the Board's ability to act without the approval of the Master Association's members. Unless the Governing Documents or Texas law specifically provide otherwise, the Board may exercise the Master Association's rights and powers without a vote of the membership.

2.3 The Board

The Master Association may exercise all rights and powers which the Governing Documents and Texas law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or privilege.

The Board may institute, defend, settle, or intervene on behalf of the Master Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Master Community Facilities, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Master Association or its members.

As more particularly described in the Bylaws, the Board consists of seven (7) directors who are appointed as follows: three (3) of the seven (7) directors are appointed by a majority of the board of directors of the Mixed-Use Association; three (3) of the seven (7) directors are appointed by a majority of the board of directors of the EC/TC Association; and one (1) of the directors will appointed, in even numbered years, by the board of the Mixed-Use Association, and in odd numbered years, by the board of the EC/TC Association. Until the Mixed-Use Association and the EC/TC Association have been established by the filing of articles of incorporation with the Texas Secretary of State, the Master Declarant will be entitled to appoint, remove and replace, with the City of Austin's consent, the directors each association is entitled to appoint pursuant to this Section and the By-Laws.

2.4 The Owners

Each Person who holds record title to a Unit, as defined in *Section 3.1*, is referred to in the Governing Documents as "**Owner**." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Unit has more than one Owner, all Co-Owners

are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

Every Owner has a responsibility to comply with the Governing Documents and uphold the community standards described therein. Each Owner and each resident within the Community will have the opportunity to participate in the administration of the Community through membership in the Master Association, the Mixed-Use Association, the EC/TC Association, and/or through service to the Community in various committee and leadership roles, as described in the Governing Documents.

2.5 Mortgagees

If a Unit is made subject to a mortgage or other form of security instrument affecting title to a Unit ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in *Chapter 15*.

Chapter 3 Community Structure and Organization

The Community consists of portions of property referred to as "Units," which are intended for the exclusive use of the Owner and other occupants of such property, as well as property that is intended for common use. Units may be assigned to "Service Areas" to permit the Association to provide special services and benefits to particular areas of the Community.

3.1 Designations of Properties Comprising the Community

Area of Common Responsibility. All of the properties and facilities for which the Master Association has responsibility under the Governing Documents, or for which the Master Association otherwise agrees to assume responsibility, regardless of who owns them, are collectively referred to in the Governing Documents as the "**Area of Common Responsibility**." The Area of Common Responsibility includes all of the Master Community Facilities and Special Common Area, and may also include Units or portions of Units and property dedicated to the public, such as public parks or rights-of-way. The initial Area of Common Responsibility is described in *Chapter 9*.

The Area of Common Responsibility must be maintained in accordance with the Master Community-Wide Standard.

Dwelling Unit. Any portion of a structure or improvement constructed upon a Unit which may be used in whole or in part for residential purposes.

EC/TC Common Area. Any property and facilities, or any interest therein, owned by the EC/TC Association is referred to as the "**EC/TC Common Area**."

Master Community Facilities. Any property and facilities that the Master Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Unit is referred to as "**Master Community Facilities**." The Master

Community Facilities also includes any property that the Master Association holds possessory rights under a lease, license or any easement in favor of the Master Association. Some Master Community Facilities will be for the common use and enjoyment of the Community residents, e.g., subdivision swimming pools or internal pocket parks, while some portion of the Master Community Facilities will be for the use and enjoyment of the public, e.g., open space, parks, and recreational facilities. Open space, parks, and recreational facilities dedicated to the general public may be classified as Master Community Facilities under this Covenant to permit the Master Association to provide maintenance services to such facilities. No portion of any Master Community Facilities dedicated in whole or in part for public use may be designated as Special Common Area. The Master Declarant, in conformance with the MDA, from time to time and at any time may designate Master Community Facilities.

Mixed-Use Common Area. Any property and facilities, or any interest therein, owned by the Mixed-Use Association is referred to as the "**Mixed-Use Common Area.**"

Special Common Area. Certain portions of the Master Community Facilities may be designated as "**Special Common Area**" and assigned and reserved for the exclusive use or primary benefit of certain Units. By way of illustration and not limitation, Special Common Area might include such things as subdivision swimming pools, entry features, landscaped medians and other portions of the Master Community Facilities. All costs associated with maintenance, repair, replacement, and insurance of Special Common Area will be assessed as a Service Area Assessment against the Owners of the Units to which the Special Common Area is assigned. No portion of any Master Community Facilities which are open to public use may be designated as Special Common Area.

Initially, the Master Declarant may designate property as Special Common Area and assign it to particular Units in the deed conveying such property to the Master Association, in an MCC Annexation Notice, in a Supplemental Covenant, or in a written notice recorded in the Official Public Records of Travis County, Texas. Since the Property will be developed in phases, the Master Declarant may assign use of Special Common Area to additional Units and/or Service Areas (as defined in *Section* 3.3 below) provided that such assignment does not conflict with the MDA.

During the Development and Sale Period, the Master Declarant, in an instrument recorded in the Official Public Records of Travis County, Texas, may: (i) assign a portion of the Master Community Facilities as Special Common Area (provided that no portion of the Master Community Facilities proposed for assignment includes any property or amenity open to the general public); and (ii) re-assign Special Common Area. After expiration or termination of the Development and Sale Period, Master Community Facilities may only be assigned as Special Common Area (provided that no portion of the Master Community Facilities proposed for assignment includes any property or amenity open to the general public) upon the vote of a majority of the Owners and a majority of the Owners to which the Special Common Area is to be assigned. After expiration or termination of the Development and Sale Period, Special Common Area may be re-assigned upon the vote of a majority of the Owners to which the Special Common Area is assigned and, if applicable, a majority of the Owners to which the

Special Common Area is to be assigned. No Special Common Area may be re-designated from Special Common Area to Master Community Facilities without the consent of a majority of the Board of the Master Association.

The Master Association may, upon approval of a majority of the Owners to which the Special Common Area is assigned and a majority of the Board of the Master Association, permit Owners of un-assigned Units to use all or a portion of such Special Common Area upon payment of user fees, which fees shall be used to offset the Service Area Expenses attributable to such Special Common Area.

If either the Mixed-Use Covenant or the EC/TC Community Covenant encumbers all Units which have been assigned certain Special Common Area, the Board, in its sole discretion, may assign to the Mixed-Use Association or the EC/TC Association, as applicable, the Master Association's obligation to maintain such Special Common Area and the right of the Master Association to levy Service Area Assessments associated therewith. If the Board assigns such rights and obligations to the Mixed-Use Association or the EC/TC Association, the Mixed-Use Association or the EC/TC Association, as applicable, will exercise and discharge such rights and obligations exclusively until such time as the Master Board notifies such association in writing that the Master Association has elected to assume such rights and obligations.

Units. A Unit is a portion of the Community, whether improved or unimproved, depicted as a separately identified lot, condominium unit, or parcel on a recorded subdivision plat, or condominium instrument, which may be independently owned and conveyed.

The term "Unit" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on the Unit. In the case of a building within a condominium or other structure containing multiple units that may be independently owned or conveyed, each such unit shall be deemed to be a separate Unit. A parcel of land is considered a single Unit until a subdivision plat or condominium instrument is recorded subdividing it into more than one Unit. The term does not include Master Community Facilities, Mixed-Use Common Area, EC/TC Common Area, or Special Common Area, or any property dedicated, in whole or in part, to the public.

3.2 Neighborhoods

Every Unit will be located within a Neighborhood. Units are grouped into "**Neighborhoods**" to: (i) facilitate a system of representative voting on matters which the Governing Documents require approval of the Master Association's membership; and (ii) to promote a sense of community and belonging by permitting Owners and residents within a Neighborhood to share, discuss and take action on issues unique to their Neighborhood. A Neighborhood may be comprised of any number of Units and may include Units of more than one type, as well as Units that are not contiguous to one another. Notwithstanding any provision in this Covenant to the contrary, each single Neighborhood will consist of either Units entirely located within the Mixed-Use Tracts or within the EC/TC Tracts, i.e., no single Neighborhood will include Units which are located in the Mixed-Use Tracts and the EC/TC Tracts. Each Neighborhood will elect one "Neighborhood Delegate" to cast the votes allocated

to Units in that Neighborhood on matters requiring a vote of the Owners, as described in *Chapter 4*, and be the official liaison between the Neighborhood and the Board.

Each MCC Annexation Notice filed to annex portions of the Property into the Community shall initially assign the property described therein to a specific Neighborhood which may then be existing or newly created. During the Development and Sale Period, the Master Declarant may record an amendment to any previously recorded MCC Annexation Notice to designate or change Neighborhood boundaries.

3.3 Service Areas

Units may also be part of one or more **"Service Areas"** in which the Units share Special Common Area or receive special benefits or services from the Master Association that the Master Association does not provide to all Units within the Community. For example, special services may include landscaping provided by the Master Association to certain Units within a Service Area. Designating these Units as a Service Area permits the Master Association to charge the cost of these services to only those Units benefiting from the services. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one type and may include Units that are not contiguous. Service Areas may consist of one or more Neighborhoods or a portion of a Neighborhood.

The Master Declarant may designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area. The assignment and designation may be made by the Master Declarant in an MCC Annexation Notice, in a Supplemental Covenant, or in a notice recorded in the Official Public Records of Travis County, Texas. During the Development and Sale Period, the Master Declarant may unilaterally amend an MCC Annexation Notice, Supplemental Covenant, or any previously recorded instrument to change Service Area boundaries.

If the Master Declarant designates property as Special Common Area and assigns such property to particular Units, such Units will automatically constitute a Service Area without the need for any further action by the Master Declarant.

In addition, the Board may, by resolution, designate Service Areas and assign Units to such Service Areas upon petition of Owners of at least 75% of the Units affected by the proposed designation as further described in *Section 10.2*.

Owners of Units within each Service Area may elect a **"Service Area Committee"** in accordance with the By-Laws to represent and act on behalf of the Owners with respect to the services and benefits that the Master Association provides to the Service Area. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

Chapter 4 Master Association Membership and Voting Rights

The Master Association is an entity through which each Owner can participate in the governance and administration of the Community. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Owners allow the Owners to participate in administration of the Community and influence the outcome of major decisions.

4.1 Membership

Every Owner is automatically a member of the Master Association. However, there shall be only one membership per Unit. Thus, if a Unit has more than one Owner, all co-Owners of the Unit shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by an officer, director, partner, or trustee, or by an individual the Owner designates from time to time in writing to the Master Association's Secretary.

4.2 Vote Allocation

(a) If a Unit is used for single-family residential use (which for the purpose of this *Section 4.2(b)* only, means a Unit which is located on a subdivided lot, in a duplex, triplex, townhome, or other multi-family residential structure, provided that such Unit is individually owned either in fee simple or through the condominium form of ownership), the Unit will be allocated one (1) vote. If a Unit may be used for single-family residential use and office purposes, e.g., a shop house or live/work studio, the Unit will be allocated (1) vote.

(b) For all other Units, the number of votes allocated to a Unit will be determined by Master Declarant at the time an MCC Annexation Notice is filed for the portion of Community which includes the Unit. The allocation of votes to Units under this subsection will be made on a consistent and equitable basis taking into consideration, among other things, the relationship of Units to the entire Community. Master Declarant's determination regarding the number of votes allocated to a Unit shall be final, binding and conclusive. The Master Declarant may modify or amend the number of votes previously assigned to Unit if the Improvements actually constructed on the Unit differ substantially from the Improvements contemplated to be constructed thereon at the time the notice allocating votes thereto was originally filed. In the event of a modification to the votes allocated to a Unit, the Master Declarant will file of record an amended notice setting forth the revised votes attributable to the Unit.

(c) All votes allocated to a Unit are subject to the limitations on voting set forth in this Covenant and the other Governing Documents. No vote shall be exercised for any property exempt from assessment under *Section 12.8*.

4.3 Voting

Due to the number of Units that may be developed in the Community, the Governing Documents provide for a representative system of voting. The Owners of Units in each Neighborhood elect a "**Neighborhood Delegate**" and an alternative Neighborhood Delegate, in the manner provided below, to cast the votes of all Units in the Neighborhood on matters requiring a vote of the membership, except where the Governing Documents specifically require a vote of the Owners. However, until such time as the Board first calls for election of a Neighborhood Delegate for a particular Neighborhood, each Owner of a Unit in such Neighborhood shall be considered a "Neighborhood Delegate" and may personally cast the vote allocated to such Owner's Unit on any issue requiring a vote of the Neighborhood Delegates under the Governing Documents.

Candidates for election as the Neighborhood Delegate and alternate Neighborhood Delegate from a Neighborhood shall either be Owners of Units in the Neighborhood (in the case of Units designated for commercial, residential, or mixed use), spouses of such Owners (in the case of Units designated for residential use), or residents of the Neighborhood (in the case of Units designated for residential use). The Neighborhood Delegate and the alternate Neighborhood Delegate shall be elected on a biennial basis (once every two-years), either by written ballot or at a meeting of the Owners within each Neighborhood, as the Board determines; provided, upon written petition signed by Owners holding at least 10% of the votes within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Owners representing at least 40% of the total votes in a Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board shall call for the first election of a Neighborhood Delegate from a Neighborhood not later than three (3) years after the first conveyance of a Unit in the Neighborhood to a Person other than the Master Declarant. Subsequent elections shall, if necessary, be held within thirty (30) days of the same date each year. The candidate for each position who receives the greatest number of votes shall be elected to serve until his or her successor is elected.

Any Neighborhood Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding a majority of the votes allocated to the Units in the Neighborhood that the Neighborhood Delegate represents.

The Neighborhood Delegate or, in his or her absence, the alternate Neighborhood Delegate, attends Master Association meetings and casts all votes allocated to Units in the Neighborhood that he or she represents on any matter as to which such Neighborhood Delegate is entitled to vote under the Governing Documents. A Neighborhood Delegate may cast all votes allocated to Units in the Neighborhood in such delegate's discretion and may, but need not, poll the Owners of Units in the Neighborhood which he or she represents prior to voting.

Neighborhood Delegates are subordinate to the Board, and their responsibility and authority does not extend to policymaking, supervising, or otherwise being involved in Master Association governance beyond voting on matters put to a vote of the membership.

In any situation in which an Owner is entitled personally to exercise the vote allocated to such Owner's Unit, if there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners holding a majority of the ownership interest in the Unit determine among themselves and advise the Secretary of the Master Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently.

4.4 Method of Exercising Voting Right

At the Board's discretion, the Owners and Neighborhood Delegates entitled to vote may exercise their vote in person, by mail, personal delivery, telephone, facsimile, electronic mail, the Internet, or other means of electronic communication. The Board may adopt rules for votes cast through electronic means in order to verify that the votes are cast by the Owner of the Unit. Written instructions describing such rules, to the extent such rules are adopted, shall be made available to Owners and Neighborhood Delegates.

NOTES:

PART TWO: COMMUNITY STANDARDS

Chapter 5 Architecture, Landscaping, and Aesthetic Standards

The Community derives its unique character from a mix of compatible architectural styles and from the cooperation of all Owners in upholding minimum design, landscaping, and aesthetic standards. This Chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on Units.

5.1 General

All site work, landscaping, structures, improvements, and other items placed on a Unit ("**Improvements**") and any alterations to such Improvements are subject to standards for design, landscaping, and aesthetics adopted pursuant to this Chapter ("**Master Design Guidelines**") and the approval procedures set forth in this Chapter, except as this Chapter or the Master Design Guidelines may otherwise specify. Additional design guidelines applicable to specific property subject to the Mixed-Use Community Covenant and the EC/TC Community Covenant may also apply to a Unit.

No approval of any Improvement proposed for a Unit under this Chapter will be issued by the Reviewer (defined below) unless, on the date of issuance, all assessments levied pursuant to *Chapter 12* against the Unit have been paid in full.

No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme or to rebuild or restore any damaged structure in a manner which complies with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done to the interior of a structure; however, modifications to the interior of a structure visible from outside of the structure do require prior approval.

Approval under this Chapter is not a substitute for any approvals or reviews required by the City of Austin or Travis County or any governmental agency or entity having jurisdiction over architectural or construction matters.

For purposes of this Chapter, the entity having jurisdiction, whether the New Construction Council or the Modification Committee, in a particular case is referred to as the "**Reviewer.**"

5.2 New Construction Counsel

(a) The New Construction Council will have exclusive authority to review and act upon all applications for review of proposed original Improvements and Improvements which are not under the jurisdiction of the Modifications Committee until the later of: (i) the expiration of the Development and Sale Period, or (ii) such time as certificates of occupancy have been issued for all Units planned for the Property.

(b) The New Construction Council will consist of five (5) members appointed as follows: (i) three (3) members will be appointed by the Master Declarant with the approval of the City of Austin; and (ii) two (2) members will be appointed by the Master Declarant. The authority of the New Construction Council will be automatically transferred and assigned to the Modification Committee upon the later of: (a) the expiration of the Development and Sale Period, or (ii) such time as certificates of occupancy have been issued for all Units planned for the Property. The authority of the New Construction Council may be transferred, in whole or in part, to the Modification Committee at any time by recordation of a written instrument executed and acknowledged by the Master Declarant and the City of Austin. Each member of the New Construction Council must possess experience in the practice of real estate/land development (not to include real estate sales), or in the practice of architecture, urban design, land use planning, or other similar professional design practice. The New Construction Council may, at any time and from time to time, appoint one or more ex-officio members to the New Construction Council who may serve in a non-voting, advisory capacity.

5.3 Modification Committee

(a) The Modification Committee will have the exclusive authority to review and act upon all applications for review and approval of Improvements to be constructed on a Unit if: (i) Improvements reviewed and approved by the New Construction Council have been constructed on a Unit; (ii) the City of Austin has issued a certificate of occupancy for such Improvements; and (iii) the application is for the modification, rather than the expansion, of existing Improvements. In the event the pre-conditions set forth in (i) through (iii) are not satisfied, or in the event there is any uncertainty as to whether such conditions have been satisfied, jurisdiction for the review and approval of the application will lie with the New Construction Council. However, the pre-conditions set forth in (i) through (iii) will not apply and the MC will assume the authority of the Council upon the later of: (a) the expiration of the Development and Sale Period, or (ii) such time as certificates of occupancy have been issued for all Units planned for the Property.

(b) The MC will consist of five (5) members appointed by the Board. The MC may, at any time and from time to time, appoint one or more ex-officio members to the MC who may serve in a non-voting, advisory capacity.

5.4 Guidelines and Procedures

(a) **Master Design Guidelines** . The initial Master Design Guidelines contain general provisions applicable to all of the Community as well as specific provisions that vary among uses, housing types, improvements, or locations within the Community. The Master Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer. The Master Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Master Design Guidelines does not guarantee approval.

The New Construction Committee will have the authority to amend the Master Design Guidelines for so long as it has review authority under *Section 5.2(a)*. Each amendment to the Master Design Guidelines must be executed by the Master Declarant and the City of Austin, which requirement will terminate on the expiration of the Development and Sale Period. Upon termination of the New Construction Committee's review authority under *Section 5.2(a)*, the Modification Committee may amend the Master Design Guidelines with the Board's consent.

Amendments to the Master Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Master Design Guidelines as amended.

The Reviewer shall make the Master Design Guidelines available to Owners and their contractors upon request. The Master Design Guidelines and any amendment to the Master Design Guidelines will be recorded.

(b) **Procedures.** Unless the Master Design Guidelines provide otherwise, no activities within the scope of this Chapter (as described in *Section 5.1*) may begin within the Community until a written application is submitted to and approved in writing by the Reviewer. Furthermore, any action taken by the Reviewer under this Chapter must be approved by a majority of its members. The application must be accompanied by plans and specifications showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation, other features of the proposed construction, and such other information as the Reviewer or the Master Design Guidelines require.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, and harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular Improvements.

The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to the procedures in *Chapter 18* or judicial review so long as they are made in good faith and in accordance with required procedures.

The Reviewer shall make a determination on each application after receipt of a completed application with all required information. The Reviewer may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The Reviewer may: (i) approve the application with or without conditions; (ii) approve a portion of the application and disapprove other portions specifying the segments or features that are objectionable and suggestions, if any, to address the objectionable portions; or (iii) disapprove the application.

The Reviewer shall notify the applicant in writing of the final determination on any application no later than sixty (60) days after its receipt of a completed application and all required submissions. In the event the Reviewer approves the application with conditions, approves a portion of the application and disapproves other portions, or requests additional information, the Reviewer shall notify the applicant in writing of the final determination no later than thirty (30) days after the applicant's satisfaction of the conditions, correction of the deficiency, or submission of additional information requested by the Reviewer. Notice shall be deemed given at the time the envelope containing the response is deposited in the U.S. mail. Hand delivery, facsimile, electronic mail, or similar delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

If the Reviewer fails to respond in a timely manner, the applicant must give the Reviewer written notice of such failure to respond, stating that unless the Reviewer responds within thirty (30) days, approval shall be deemed granted. Upon such further failure, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Master Design Guidelines unless a written variance has been granted pursuant to *Section 5.6*.

As part of any approval, the Reviewer may require that construction commence within a specified and reasonable time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All improvements shall be completed within two (2) years of the commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing.

The Reviewer may exempt certain activities from the application and approval requirements of this Chapter if such activities are undertaken in compliance with the Master Design Guidelines , the Master Community-Wide Standard, and the Governing Documents.

(c) **Appeals Process.** An applicant may appeal any disapproval of its application by the Modifications Committee to the Board. No appeal is available for a decision made by New Construction Council. To request an appeal, the applicant must submit to the Master Association's Secretary, no later than fifteen (15) days after the delivery of the notification of disapproval, a copy of the original application, the notification of disapproval, and a letter requesting review of the decision. The appeal request shall also contain a response to any specific concerns or reasons for disapproval listed in the notification of disapproval. The Board may: (i) affirm the MC's decision; (ii) affirm a portion and overturn a portion of the MC's decision; or (iii) overturn the MC's entire decision. The Board shall notify the applicant and the MC in writing of its decision no later than thirty (30) days after its receipt of the request for appeal with all required information. The Board's decision shall include a description of its reasons for overturning the MC's decision. During the appeal process the Owner shall not commence any Improvements requiring approval hereunder.

5.5 No Waiver of Future Approvals

The individuals reviewing applications under this Chapter will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Master Design Guidelines , may vary accordingly. It may not always be possible to identify objectionable features until Improvements are completed. In such cases, the Reviewer will not require changes to objectionable features, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

5.6 Variances

The Reviewer may grant reasonable variances or adjustments from any conditions and restrictions imposed by the Governing Documents and/or the Master Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in such instruments; provided, however no variance may be materially detrimental or injurious to other Units or the Master Community Facilities or deviate substantially from the general intent and purpose of the Master Design Guidelines or the Governing Documents. No variance shall: (a) be effective unless in writing; or (b) prevent the Reviewer from denying a variance in other circumstances. Any variance proposed by the Modification Committee will require the Board's written consent.

5.7 Fees; Compensation of Members.

During the Development and Sale Period, the Master Declarant will establish a reasonable fee to be charged by the Reviewer for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application. Upon expiration or termination of the Development and Sale Period, the Reviewer will establish such fees.

Members of the Reviewer may, at the sole discretion of the Board, be entitled to reasonable compensation for services rendered, together with reimbursement for expenses incurred by them in performance of their duties. Any decision to provide such compensation may be determined and memorialized in writing by formal action of the Board. The Board will include the compensation of such persons in the Master Association's annual operating budget.

5.8 Limitation of Liability

This Chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any Person. Review and approval of any application pursuant to this Chapter may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, size, or are aesthetically pleasing or otherwise acceptable to other Owners. Approval of

plans and specifications must not be construed as a representation or guarantee that the structure is in compliance with governmental requirements or restrictions or requirements other than the terms of this Covenant and the Master Design Guidelines . The Reviewer may assume that information set forth on any plans and specifications submitted for review are correct, e.g., the Reviewer will not be responsible for confirming that the structure is in compliance with building setbacks.

The Reviewer, Master Declarant, the Master Association, and the City of Austin, their board members, officers, committee members, and employees of any of the foregoing shall not be liable for: (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Master Declarant has approved or featured such contractor as a builder; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Unit. In all matters, the Master Association shall defend and indemnify the Board, the Reviewer, and the members of each, as provided in the By-Laws.

5.9 Certificate of Compliance

Any Owner may request in writing that the Reviewer issue a certificate of compliance with respect to a specific Unit certifying that there are no known violations of this Chapter or the Master Design Guidelines . The Reviewer shall either grant or deny such written request within sixty (60) days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Reviewer and the Master Association from taking enforcement action against an Owner for any condition to which the Reviewer or the Master Association had actual knowledge on the date of such certificate and not disclosed in such certificate.

5.10 Enforcement

Any Improvements constructed, installed, or taking place in violation of this Chapter or in a manner inconsistent with plans approved in accordance with this Chapter shall be deemed to be non-conforming. Upon written request from the Master Association, the Board, or the Reviewer, Owners shall, at their own cost and expense, remove any non-conforming structure or Improvement and restore the Unit to substantially the same condition as existed prior to the nonconforming Improvements. Should an Owner fail to remove and restore the Unit as required, the Board, or its designees shall have the right to enter the Unit, remove the violation, and restore the Unit to substantially the same condition as previously existed, and any such action shall not be deemed a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section. The Master Association may assess any costs incurred in taking enforcement action under this Section, together with interest at the maximum rate then allowed by law, against the benefited Unit as a Specific Assessment.

The Reviewer and the Master Association, acting separately or jointly, may preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities in the Community, subject to the notice and hearing procedures contained in the By-Laws. **THE CITY OF AUSTIN, REVIEWER, MASTER DECLARANT, THE MASTER ASSOCIATION, OR THEIR OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES SHALL NOT BE HELD LIABLE TO ANY PERSON FOR EXERCISING THE RIGHTS GRANTED BY THIS CHAPTER UNLESS SUCH LOSS, DAMAGE, OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE CITY OF AUSTIN, REVIEWER, MASTER DECLARANT, OR THE MASTER ASSOCIATION OR ONE OR MORE OF ITS OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, AS THE CASE MAY BE.**

In addition to the foregoing, the Master Association and the Master Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Chapter and the decisions of Reviewer under this Chapter. The Master Declarant's rights and obligations hereunder will expire upon expiration or termination of the Development and Sale Period.

NOTES:

Chapter 6 Maintenance, Repair, and Replacement

One of the benefits of owning property in a planned community is the commitment among owners to maintain their property in a neat, attractive and well-landscaped condition to enhance the overall beauty and aesthetic appeal of the community. This Chapter describes the Owners' responsibilities for maintenance and repair of their Units.

6.1 Maintenance by Owners

Each Owner shall maintain its Unit, including all structures, parking areas, landscaping, and other improvements comprising the Unit, in a manner consistent with the Governing Documents and the Master Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Master Association, the Mixed-Use Association, or the EC/TC Association.

Each Owner shall also be responsible for maintaining mowing, replacing sod, pruning, and irrigating the landscaping within that portion of any adjacent Master Community Facilities or public right-of-way, street or alley lying between the Unit boundary and any wall, fence, or curb located on the Master Community Facilities or public right-of-way, street or alley in a manner consistent with the Governing Documents and Master Community-Wide Standard, unless responsibility for maintaining such landscaped areas has been assigned to or assumed by the Master Declarant or the Master Association. However, Owners may not remove trees, shrubs, or similar vegetation from this area without the prior written approval of the Reviewer pursuant to *Chapter 5*.

In addition to any other enforcement rights, if any Owner fails to properly perform its maintenance responsibility, the Master Association may perform such maintenance responsibilities and assess all costs incurred by the Master Association against the Unit and the Owner as a Specific Assessment in accordance with *Section* 12.4. The Master Association shall afford the Owner notice and a reasonable opportunity to cure the deficiency prior to entry, except when entry is required due to an emergency situation.

6.2 Maintenance of Service Area Property

Upon Board resolution, the Owners of Units within each Service Area shall be responsible for paying, through Service Area Assessments, the costs of operating, maintaining, and insuring certain portions of the Area of Common Responsibility within or adjacent to such Service Area. This may include, without limitation, the costs of maintaining any signage, right-of-way and green space within the Service Area or between the Service Area and adjacent public roads, or private drives within the Service Area, and lakes or ponds within the Service Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association; provided, all areas that are similarly situated shall be treated the same.

6.3 Responsibility for Repair and Replacement

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, the responsibility for maintenance shall include responsibility for repair and replacement as well as such other duties (which may include irrigation) as the Board may determine necessary or appropriate to maintain the Unit to a level consistent with the Master Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Master Community-Wide Standard, the Governing Documents, and all applicable covenants.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on its Unit, less a reasonable deductible, unless the Master Association, Mixed-Use Association, or EC/TC Association carries such insurance (which they may but are not obligated to do). If the Master Association assumes responsibility for insuring a Unit, the premiums for such insurance shall be levied as a Specific Assessment against the Owner of the benefited Unit.

Within ninety (90) days after any damage to or destruction of any Improvement constructed upon a Unit, the Owner shall commence, and diligently prosecute to completion, the repair or reconstruction of the Improvement, in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to *Chapter 5*. Alternatively, the Owner shall clear the Unit of debris and maintain it in a neat and attractive landscaped condition consistent with the Master Community-Wide Standard. The Owner shall pay all repair, restoration, and/or clean-up costs not discharged by insurance proceeds.

The Mixed-Use Community Covenant, EC/TC Community Covenant, or any Supplemental Covenant may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Units within portions of the Community and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

6.4 Maintenance and Repair of Party Walls and Similar Structures

Except as may otherwise be provided by law, a written agreement between Owners of adjacent Units, or other recorded documents, including a condominium declaration, applicable to adjacent Units:

(a) Each wall, fence, driveway, or similar structure built as part of the original construction on the Units that serves and/or separates any two adjoining Units shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who use the party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of

insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution for the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(c) The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this section, shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

To the extent not inconsistent with the provisions of this Section, the general rules of law regarding liability party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of *Chapter 18*.

NOTES:

Chapter 7 Use and Conduct

In order to maintain an environment that encourages respect for and courtesy among Owners and minimizes the potential for disputes, this Chapter sets forth basic standards regarding use, occupancy, and transfer of interests in Units. In addition, it provides a procedure by which the Board can adopt and change rules regulating use, conduct, and activities within the Community to address particular needs and desires of the Community over time.

7.1 Use of Occupancy, and Transfer of Interests in Units

(a) **Transfer of Title**. Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title. Failure of an Owner to comply with this subsection will have no effect on the validity of any sale or transfer of title.

(b) **Subdivision and Combination of Units**. No Person, other than the Master Declarant, shall subdivide or change the boundary lines of any Unit or combine Units without the Reviewer's prior written approval. If approved by the Reviewer, any such subdivision, change or combination will be effective only upon recording of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). In the absence of such recorded instrument, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessments. This provision will not be construed to require the advance written approval from the Reviewer for: (i) the ground lease of all or a portion of a Unit used for commercial, retail, light industrial or office purposes; or (ii) the alteration of Units established pursuant to any condominium declaration provided that such alteration does not affect the exterior of any building or Improvement, the interior of any building or Improvement visible from any other portion of the Community, or the allocation of votes or Assessments Units to such Units.

(c) **Timesharing**. No Unit shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

7.2 Rulemaking Authority and Procedures

Since it is impossible to foresee all potential situations and problems that may arise within the Community, the Board has the authority to adopt and modify rules as needed to address new or changed circumstances.

The Governing Documents establish a framework of covenants and conditions that govern the Community. The Rules attached as *Exhibit "D"* are a part of that framework. However, within that framework, the Master Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board is authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in *Section 7.3*. In addition to the Rules established pursuant to this Covenant, rules will be adopted by the Mixed-Use Association and the EC/TC Association. It is contemplated that the board of directors of the Mixed-Use Association and the EC/TC Association will be in the best position to ascertain the needs of its members and the effect of rules adopted for portions of the Community within the jurisdiction of each association. However, on occasion, rules adopted by the Mixed-Use Association and the EC/TC Association may need to be modified or synthesized with rules adopted by the Master Association. In addition, the Master Association may determine that some rules require universal application and, to avoid confusion, such rules will be promulgated by the Master Association. The Board, at all times, will have the authority to resolve conflicts among rules adopted by the Master Association, the Mixed-Use Association, and/or the EC/TC Association, and will further have the authority to promulgate rules which will supercede rules previously adopted by the Mixed-Use Association and the EC/TC Association. The Board may indicate its desire to supercede a rule adopted by the Mixed-Use Association and/or the EC/TC Association by adopting a rule which includes a provision which states that such rule will supercede and replace any rule adopted by the Mixed-Use Association or the EC/TC Association.

(a) **Board Authority**. Subject to the notice requirements in subsection (b) of this *Section 7.2*, and a Board member's duty to act in good faith with ordinary care on behalf of the Master Association, the Board may adopt new Rules that modify, cancel, limit, create exceptions to, or expand existing Rules by majority vote of the directors at any Board meeting.

(b) **Notice**. The Board shall publish notice of the proposed action in a community newsletter, electronic bulletin board, or by other means that the Board determines will be reasonably effective in disseminating such notice on a community-wide basis at least thirty (30) days prior to the meeting of the Board at which such action is to be considered.

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Master Community Facilities, such as hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, notwithstanding that such policies may be published as part of the Rules.

(c) **Effective Date**. A Rules change adopted under this section shall take effect thirty (30) days after the date on which written notice of the Rules change is published.

(d) **Conflicts**. No action taken under this section shall have the effect of modifying or repealing the Master Design Guidelines or any provision of this Covenant other than the Rules. In the event of a conflict between the Master Design Guidelines and the Rules, the Master Design Guidelines shall control. In the event of a conflict between the Rules and any

provision of this Covenant (exclusive of the Rules), the Mixed-Use Community Covenant, EC/TC Community Covenant, or Supplemental Covenant, the Covenant, Mixed-Use Community Covenant, EC/TC Community Covenant, and Supplemental Covenant (in that order) shall control.

7.3 Protection of Owners and Others

Except as may be set forth in this Covenant (either initially or by amendment) or in the Rules set forth in *Exhibit "D"*, all Rules shall comply with the following provisions:

(a) **Similar Treatment.** Similarly situated Units shall be treated similarly; however, the Rules may vary by Neighborhood, Service Area, or housing type.

(b) **Leasing and Transfer of Units.** No Rule shall prohibit leasing or transfer of any Unit or require approval prior to transferring a Unit or leasing a Unit for a period of six (6) months or longer. No Rule shall impose any fee on transfer of any Unit greater than an amount based on the costs to the Master Association of the transfer including but not limited to administrative costs; however, this provision shall not preclude the imposition of transfer or similar fees for the benefit of the Master Association or other entities pursuant to other recorded documents.

(c) **Reasonable Rights to Develop.** No Rule may unreasonably interfere with the Master Declarant's ability to develop, market, lease, and sell any portion of the Property, the Community, or any Unit.

(d) **Interference with Easements.** No Rule may unreasonably interfere with the exercise of any easement.

The limitations in subsections (a) through (d) apply to new rules only; nothing herein shall invalidate the Rules set forth in *Exhibit "D"*, or be construed as a limitation on amendments adopted in accordance with *Chapter 20*.

7.4 Owners' Acknowledgment and Notice to Purchasers

By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of its Unit is limited and affected by the Rules, which may change from time to time. All Owners and occupants are hereby notified that the Master Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Master Association upon request. The Master Association may charge a reasonable fee to cover its reproduction costs.

Chapter 8 Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Owners and occupants of the Community. However, if they are to have any real meaning, there must be a commitment by the stakeholders in the Community to comply with them and there must be a mechanism in place to enforce that compliance in the event that someone fails or refuses to do so. This Chapter sets forth the obligation to comply and the remedies available to the Master Association for noncompliance.

8.1 Compliance

Every Owner, occupant, tenant, guest, and invitee to a Unit must comply with the Governing Documents and shall be subject to sanctions for violations as described in this Chapter. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants, tenants, guests, or invitees to their Units, and for any damage to the Area of Common Responsibility that such Persons may cause.

8.2 Remedies for Non-Compliance

The Master Association, the Master Declarant (during the Development and Sale Period), and every adversely affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents, subject to the limitations of and in accordance with *Chapter 18*. In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents.

To the extent permitted by applicable law, all fines and sanctions imposed for the violation of the Governing Documents shall continue to accrue during the time period of any challenge, appeal, arbitration, or mediation of the alleged violation. The amount of sanction, fine or penalty accrued shall remain due and payable unless the body hearing any such challenge, appeal, arbitration, or mediation finds that the imposition of such a sanction, fine, or penalty was arbitrary or capricious.

(a) **Sanctions Requiring Prior Notice and Hearing.** After written notice and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose a reasonable monetary fine, which shall constitute a lien upon the violator's Unit. In the event that any occupant, tenant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, that if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspend an Owner's right to vote (except that no hearing is required if the Owner is more than ninety (90) days delinquent in paying any Base or Special Assessment);

(iii) suspend any Person's right to use any Master Community Facilities (other than those facilities to which the public has access): (a) for any period during which any charge against such Owner's Unit remains delinquent; and (b) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation (except that no hearing is required if the Owner is more than sixty (60) days delinquent in paying any assessment or other charge owed the Master Association); provided nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) suspend services the Master Association provides to the Owner's Unit (except that no hearing is required if the Owner is more than sixty (60) days delinquent in paying any assessment or other charge owed to the Master Association);

(v) exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(vi) without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provision of the Governing Documents, from continuing or performing any further activities in the Community;

(vii) levy Specific Assessments to cover costs the Master Association incurs in bringing a Unit into compliance with the Master Community-Wide Standard or other requirements under the Governing Documents; and

(viii) record a notice of violation with respect to any Unit on which a violation exists.

(b) **Other Sanctions.** The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) exercise self-help or take action to abate a violation on a Unit in any situation that requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(ii) exercise self-help or take action to abate a violation on the Master Community Facilities under any circumstances;

(iii) require an Owner, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Unit that is in violation of the Master Community-Wide Standard, the requirements of *Chapter 5*, or other requirements under the Governing Documents and to restore the property to its previous condition;

(iv) enter any Unit and exercise self-help to remove or cure a violation condition if an Owner fails to take action as required pursuant to subsection (iii) above within

ten (10) days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(v) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

8.3 Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Master Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Master Association's resources; or

(d) that it is not in the Master Association's best interests, based upon hardship, expenses or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Master Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction or rule.

8.4 Attorney Fees and Costs

In any action to enforce the Governing Documents, if the Master Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys and paralegals fees and court costs reasonably incurred in such action.

8.5 Enforcement of Ordinances

The City of Austin and any other public governmental authority with jurisdiction may enforce ordinances within the Community.

NOTES:

PART THREE: MASTER ASSOCIATION OPERATIONS

Chapter 9 Property Management

One of the Master Association's primary functions is maintaining and operating property and facilities for the common benefit of the Owners and residents of the Community. This Chapter establishes the Master Association's obligation to accept property that the Master Declarant designates as Master Community Facilities or Special Common Area and to maintain, operate, and insure it, along with certain other properties.

9.1 Acceptance and Control of Master Community Facilities

(a) **Transfers and Conveyances by the Master Declarant.** The Master Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. The Master Declarant and its designees may transfer or convey to the Master Association interests in real or personal property within or for the benefit of the Community, or the Community and the general public, and the Master Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. All Master Community Facilities shall be maintained by the Master Association at its expense for the benefit of the Community subject to any restrictions set forth in the deed or other instrument transferring such property to the Master Association.

(b) **Management and Control.** The Master Association is responsible for management, operation, and control of the Master Community Facilities and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), subject to any covenants set forth in the deed or other instrument transferring the property to the Master Association. The Master Association may enter into leases, licenses, or operating agreements with respect to portions of the Master Community Facilities, for payment or no payment, as the Board deems appropriate. The Master Association may permit use of Master Community Facilities by persons other than Owners and occupants of Units and may charge use fees, in such amount as the Board may establish, for such use.

(c) **Water Quality and Detention Facilities-Maintenance.** Certain water quality and water detention facilities (collectively, the "**Facilities**", and singularly, the "**Facility**") constructed within the Community will be maintained by the Master Association and will be designated as either Master Community Facilities or Special Common Area in accordance with this Covenant. The obligation to maintain all or any portion of a Facility may also be assigned or licensed from the Master Association to the Mixed-Use Association or the EC/TC Association; provided that such association assumes such obligations. As to a specific Facility, the Master Association's maintenance obligations shall commence on the date: (i) the Facility has received final inspection and been approved by the City of Austin; (ii) the City of Austin has released the fiscal security deposit posted with the City of Austin for the construction of the Facility; and (iii) the obligation to maintain the Facility has been assigned or licensed to the Master Association and such assignment has been recorded in the Official Public Records of Travis County, Texas. All Owners of portions of the Community served by a Facility will be assessed the costs for the

performance monitoring, maintenance and repair and remediation of the Facility through assessments which will be levied by the Master Association (or the Mixed-Use Association or EC/TC Association if maintenance of the Facility has been licensed or assigned to either association). In order to evidence those Owners who will be assessed for the performance monitoring, maintenance and repair and remediation of each Facility and the Association's assumption of such obligations with respect thereto, the Master Declarant or the Board will file a MCC Annexation Notice, Supplemental Covenant, or a written notice recorded in the Official Public Records of Travis County, Texas, which shall identify the Units benefited by such Facility. However, the failure to file same shall not effect the Association's obligation to maintain the Facility or the obligation of the Owners of the portions of the Community served thereby to pay such costs. Service Area Assessments will be levied against the Units which are the beneficiary of a Facilities designated as Special Common Area.

9.2 Maintenance of Area of Common Responsibility

The Master Association shall maintain the Area of Common Responsibility and keep it in good, clean, attractive, and sanitary condition, order, and repair consistent with this Covenant and the Master Community-Wide Standard.

The Area of Common Responsibility includes, but is not limited to:

(a) the Master Community Facilities including but not limited to all landscaping and other flora, parks, ponds, signage, structures, and improvements, including any private streets, and bike and pedestrian pathways/trails, situated upon the Master Community Facilities;

(b) landscaping, sidewalks, street-lights, and signage within public rights-of-way within or abutting the Community, except to the extent that responsibility therefore is assigned to the Owners of adjacent Units pursuant to *Section 6.1;*

(c) such portions of any additional property as may be included within the Area of Common Responsibility pursuant to this Covenant, any Supplemental Covenant, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Master Association; and

(d) any property and facilities that the Master Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Master Association and some or all of its members. The Master Declarant shall identify any such property and facilities by written notice to the Master Association, and they shall remain part of the Area of Common Responsibility and be maintained by the Master Association until the Master Declarant revokes such privilege of use and enjoyment by written notice to the Master Association.

The Master Association may maintain other property it does not own, including, without limitation, Units and property dedicated to the public.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the Master Association's right to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Covenant, other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair, and replacement of Special Common Area shall be a Service Area Expense assessed against the Service Area(s) to which the Special Common Area is assigned, notwithstanding that the Master Association may be responsible for performing such maintenance.

In the event that the Master Association fails properly to perform its maintenance responsibilities hereunder, the Master Declarant may, until expiration of the Development and Sale Period, upon not less than ten (10) days' notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Master Association for all costs incurred.

9.3 Discontinuation of Operation

The Master Association shall maintain the Master Community Facilities in continuous operation unless the Master Declarant and the City of Austin, during the Development and Sale Period, and Neighborhood Delegates representing 75% of the total votes in the Master Association, consent in writing to discontinue such operation. If the property is Special Common Area, any discontinuation shall also require the approval in writing of at least 75% (or such higher percentage if a Supplemental Covenant so requires) of the Owners to whom such Special Common Area is assigned, and, until expiration of the Development and Sale Period, the Master Declarant and the City of Austin. This Section shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, or to preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs. This limitation shall not apply to streets or roadways that the Master Association owns or controls; the Master Association, acting through the Board, may temporarily or permanent close portions of any such streets or roadways to control traffic or traffic flow, or to enhance privacy, or for similar purposes, without approval of the membership.

9.4 Restoring Damaged Improvements

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Master Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

The Master Association shall repair or reconstruct damaged Master Community Facilities unless the Master Declarant and the City of Austin (the Master Declarant and City's

consent are only required until termination of the Development and Sale Period), and Neighborhood Delegates representing at least 75% of the total votes in the Master Association, decide within sixty (60) days after the loss not to repair or reconstruct. If the damage is to Special Common Area or Units within a Service Area, any decision not to restore the damaged improvements shall also require the approval of at least 75% of the Owners of Units in the affected Service Area, the Master Declarant and the City of Austin (the Master Declarant and City's consent are only required until termination of the Development and Sale Period). If either the insurance proceeds or estimates of the loss, or both, are not available to the Master Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Master Community Facilities shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Master Association in a neat and attractive condition consistent with the Master Community-Wide Standard.

The Master Association shall retain and place in a capital improvements account for the benefit of all Owners, or the Owners of Units within the affected Service Area, as appropriate, any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Neighborhood Delegates, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under *Section 11.4*.

9.5 Relationships with Other Properties

The Master Association may contract with the owner of any neighboring property to provide for sharing costs associated with: (a) maintenance and operation of mutually beneficial properties or facilities; and (b) provision of mutually beneficial services.

9.6 Relationships with Tax Exempt Organizations

The Master Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Master Community Facilities to non-profit, tax-exempt organizations, the operation of which confers some benefit upon the Community, the Master Association, its members, or residents. The Master Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a Common Expense and included as a line item in the Master Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited

to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

The Master Association may maintain multiple-use facilities within the Community and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

9.7 Collection Services

The Master Association may enter into a contract with the Mixed-Use Association and/or the EC/TC Association to collect, on behalf of the Mixed-Use Association and the EC/TC Association, assessments levied pursuant to the Mixed-Use Community Covenant and the EC/TC Community Covenant. The Master Association may charge a reasonable fee for such services.

Chapter 10 Provision of Services

In addition to its property management role, the Master Association is a vehicle for providing a variety of services for the benefit of the Community at large and individual Units. This Chapter describes some of the services the Master Association may provide and the mechanism by which it may provide and the varying levels and types of services to different areas of the Community.

10.1 Provision of Services to Unit

The Master Association may arrange for or provide services to Owners and their Units directly or through contracts with other third parties. The Master Association may enter into bulk service agreements by which a particular service is provided to all Units or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as cable television, utilities, fire protection, security, trash collection, landscape maintenance, pest control, caretaker services, and technology services.

Any Master Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Unit, may result in termination of services provided to such Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as Common Expense or Service Area Expense pursuant to *Chapter 12*.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services subject to the contract terms and any provision that may exist elsewhere in Governing Documents requiring the Master Association to provide such services.

10.2 Provision of Services to Service Areas

(a) **Service Areas.** The Master Association shall provide services to Units within any Service Area.

(b) **Service Areas Designated by Board.** In addition to Service Areas which may be designated or created pursuant to *Section 3.3*, any group of Owners may petition the Board to designate their Units as Service Area for the purpose of receiving from the Master Association: (i) special benefits or services that are not provided to all Units; or (ii) a higher level of service than the Master Association otherwise provides. Any such petition shall be signed by Owners of a majority of the Units within the proposed Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Owners of at least 75% of the Units within the proposed Service Area approve the proposal in writing, the Board shall designate the Units as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to *Section 12.2(d)*. Notwithstanding the foregoing provision, the Board may elect not to provide the services or benefits if the Board determines that providing the benefits or services is not in the best interests of the Community or the Master Association.

10.3 Community Technology

(a) **Community Systems.** Without limiting the generality of *Section 10.1* and *Section 10.2*, the Master Association is specifically authorized to provide, or to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g. cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("**Community Systems**"). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Board determines appropriate.

The Master Association shall have no obligation to utilize any particular provider(s).

(b) **Opportunities for Community Interaction.** The Master Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Master Association activities. For example, the Master Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology related services and opportunities for Owners and occupants to interact and participate in Master Association-sponsored activities. To the extent Texas law permits, and unless otherwise specifically prohibited in the Governing Documents, the Master Association may send notices by electronic means, hold Board or Master Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means.

Chapter 11 Master Association Insurance

The Master Association is responsible for insuring against various types of risks, including property damage, personal injury, and liability. This Chapter describes the minimum types and amounts of coverage that the Master Association must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

11.1 Required Coverage

The Master Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on:

(i) the Master Community Facilities;

(ii) other portions of the Area of Common Responsibility, to the extent that the Master Association has responsibility for repair and/or replacement in the event of a casualty; and

(iii) any Service Area.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of Master Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements.

The Master Association shall have the authority to insure any private or publicly owned property for which the Master Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements, and walkways which the Master Association is obligated to maintain. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Master Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements.

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Master Association and its members for damage or injury caused by the negligence of the Master Association or any of its members, employees, agents or contractors while acting on its behalf. Such coverage shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be obtained through a combination of primary and umbrella policies.

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined by the Board's business judgment, but not less than an amount equal to one-quarter of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation;

(e) Directors and officers liability coverage; and

(f) Such additional insurance as the Board determines advisable.

11.2 Deductibles

The Board may hold any Persons who cause damage to insured property or improvements responsible for the insurance deductible payable on any insurance claim related to such damage.

The Master Association policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of *Section 11.1*. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

11.3 Policy Requirements

All Master Association policies shall provide for a certificate of insurance to be furnished to the Master Association and, upon request, to each Owner. To the extent reasonably available, until expiration or termination of the Development and Sale Period, the Master Declarant will be added as an additional insured to each policy obtained by the Master Association hereunder.

To the extent available at reasonable cost and terms, all Master Association insurance shall:

(a) be written with a company whose primary business is providing insurance and which is authorized to conduct business in Texas and which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Master Association as trustee for the benefited parties. Policies on the Master Community Facilities shall be for the benefit of the Master Association and its members, and their Mortgagees, as their interests appear, except that policies on Special Common Area shall be for the benefit of the Master Association and Owners

of Units within the Service Area to which the Special Common Area is assigned and their Mortgagees, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually; and

(d) contain an inflation guard endorsement.

11.4 Insurance Premiums

Premiums for all Master Association insurance shall be a Common Expense, except that premiums for property insurance on Units within, or Special Common Areas assigned to, a particular Service Area shall be a Service Area Expense, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

11.5 Indemnification of Officers, Directors, and Others

To the fullest extent permitted by applicable law, the Master Association will 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 such person is or was a director, officer, committee member, including the Reviewer, employee, servant, or agent of the Master Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith; (ii) in the case of conduct by a person in his official capacity, acted in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Master Association; (iii) in the case of conduct by a person not in his official capacity, acted in a manner which such person reasonably believed to be not opposed to the best interests of the Master Association; and (iv) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Master Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Each Owner shall indemnify and hold harmless the Master Association from any loss, damages, and expenses, including counsel fees, which they may incur as a result of the failure of such Owner; any occupant of such Owner's Unit; or any contractor, employee, or agent of such Owner acting within the scope of his contract, agency, or employment to comply with the Governing Documents.

Chapter 12 Master Association Finances

The Chapter provides for various types of funding to cover expenses that the Master Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments that this Chapter authorizes the Master Association to levy against the Units and collect from the Owner of each Unit. Assessments are secured by a lien on each Unit as described in this Chapter.

12.1 Master Association Expenses

(a) **Common Expenses**. Except as the Governing Documents otherwise specifically provide, all of the expenses that the Master Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "**Common Expenses.**" Common Expenses also includes such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

The characterization of a particular expense as a "Common Expense" shall not preclude the Master Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Covenant, or any other recorded covenants or agreements.

(b) **Service Area Expenses.** All expenses that the Master Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Special Common Areas, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such charge is applied at a uniform rate per Assessment Unit (defined below) among all Service Areas receiving the same service.

12.2 Budgeting for and Allocating Master Association Expenses

(a) **Preparation of Budget**. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including an amount to fund the reserves of the Master Association. In addition, the Board shall prepare separate budgets for each Service Area reflecting the estimated Service Area Expenses that the Master Association expects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for which the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the

expected useful life of each, the expected repair or replacement cost, and the contributions over the useful life of the asset.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include but not be limited to assessments and any income expected from sources other than assessments levied against Units (including amounts to which the Master Association is entitled pursuant to any covenant or agreement to share costs), and the amount to be generated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (d).

(b) **Calculation of Base Assessments.** The total budgeted Common Expenses, less any surplus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Units, shall be set at an equal rate per "**Assessment Unit**" (as defined and allocated below). The rate per Assessment Unit multiplied by the number of Assessments Units, or fraction thereof, assigned to a Unit is the Unit's "**Base Assessment.**" The Master Declarant may, but is not obligated, to reduce a Base Assessment which would otherwise be levied against one or more Units for any year by the payment of a subsidy to the Master Association. Any subsidy and the characterization thereof will be disclosed as a line item in the budget. The payment of a subsidy in any given year will not obligate the Master Declarant to continue payment of a subsidy to the Master Association in future years.

(c) **Assignment of Assessment Units.**

(i) If a Unit is used for single-family residential use (which for the purpose of this *Section 12.2(c)* only, means a Unit which is located on a subdivided lot, in a duplex, triplex, townhome, or other multi-family residential structure, provided that such Unit is individually owned either in fee simple or through the condominium form of ownership), the Unit will be allocated one (1) Assessment Unit. If a Unit may be used for single-family residential use and office purposes, e.g., a shop house or live/work studio, the Unit will be allocated (1) Assessment Unit.

(ii) For all other Units, the number of Assessment Units allocated to a Unit will be determined by Master Declarant at the time an MCC Annexation Notice is filed for the portion of Community which includes the Unit. The allocation of Assessment Units to Units under this subsection will be made on a consistent and equitable basis taking into consideration, among other things, the relationship of Units to the entire Community. Master Declarant's determination regarding the number of Assessments Units allocated to a Unit shall be final, binding and conclusive. The Master Declarant may modify or amend the number of Assessment Units previously assigned to Unit if the Improvements actually constructed on the Unit differ substantially from the Improvements contemplated to be constructed thereon at the time the notice allocating Assessment Units thereto was originally filed. In the event of a modification to the Assessment Units allocated to a Unit, the Master Declarant will file of record an amended notice setting forth the revised Assessment Units attributable to the Unit.

(d) **Calculation of Service Area Assessments.** The total budgeted Service Area Expense, less any surplus in such Service Area budget from prior years and any income anticipated from sources other than assessments against Units in the Service Area, shall be allocated among Assessment Units assigned to Units in the Service Area that are subject to assessment under *Section 12.5* and levied as a "**Service Area Assessment.**" The Master Declarant may, but is not obligated, to reduce a Service Area Assessment which would otherwise be levied against one or more Units for any year by the payment of a subsidy by the Master Declarant to the Master Association. Any subsidy and the characterization thereof will be disclosed as a line item in the budget. The payment of a subsidy in any given year will not obligate the Master Declarant to continue payment of a subsidy to the Master Association in future years. Unless otherwise specified in an MCC Annexation Notice, any Supplemental Covenant applicable to a Service Area, or instrument recorded pursuant to this Covenant, Service Area Assessments shall be set at a uniform rate per Assessment Unit, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Units in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Master Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Master Association's general funds.

(e) **Publication of Budget and Assessment; Right to Disapprove.** The Board shall publish notice of each applicable budget with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets in a community newsletter, electronic bulletin board, or by other means that the Board determines will be reasonably effective in disseminating such budgets and assessments on a community-wide basis, at least thirty (30) days prior to the due date of the assessments to be levied pursuant to such budget(s). The Common Expense budget shall automatically become effective unless disapproved at a meeting by Neighborhood Delegates representing at least 75% of the total votes in the Master Association. Each Service Area budget shall automatically become effective unless disapproved at a meeting by Owners of at least 75% of the Units within the Service Area, except that the right to disapprove a Service Area budget shall apply only to those line items that are attributable to services or benefits requested by the Service Area and shall not apply to any item which the Governing Documents require to be assessed as a Service Area Expense.

There shall be no obligation to call a meeting for the purpose of considering any budget except, in the case of the Common Expense budget, on petition of the Neighborhood Delegates as provided for special meetings in the By-Laws, and in the case of a Service Area budget, on petition of Owners of a majority of the Units within the Service Area. Any such petition must be presented to the Board within ten (10) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new

budget is determined. Notwithstanding any provision in this Chapter to the contrary, a budget which has been disapproved by the Owners may be increased to satisfy any obligations which the Master Association is required to discharge pursuant to the Governing Documents or applicable law.

(f) **Budget Revisions.** The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same publication requirements and rights to disapprove set forth in subsection (e) above.

12.3 Special Assessments

The Master Association may levy "**Special Assessments**" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget. Except as otherwise specifically provided in this Covenant, any Special Assessment for Common Expenses that would exceed 20% of the annual budget for the year immediately preceding that in which the Special Assessment is approved shall require the affirmative vote or written consent of Neighborhood Delegates representing at least 51% of the votes attributable to Units subject to assessment under *Section 12.5* and shall be allocated equally among all such Units. Any Special Assessment for Service Area Expenses shall require the affirmative vote or written consent of Owners representing at least 51% of the total votes allocated to Units in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under *Section 12.1(b)*. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

12.4 Specific Assessments

The Master Association may levy "Specific Assessments" against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Unit upon request of the Owner pursuant to any menu of optional services the Master Association may offer (which might include the items identified in *Section 10.1*). Specific Assessments for optional services may be levied in advance of providing the requested service;

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

(c) to cover the Unit's pro rata share of any costs that the Master Association incurs in bringing the Service Area of which the Unit is a part into compliance with the provisions of the Governing Documents; however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws, before levying any Specific Assessment under this subsection (c).

12.5 Authority to Assess Owners; Time of Payment

The Master Declarant hereby establishes, and the Master Association is hereby authorized to levy, assessments as provided for in this Chapter and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to this Covenant; or (b) the month in which the Master Association first determines a budget and levies assessments pursuant to this Chapter, whichever is later. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

All assessments shall be levied and collected by the Master Association. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

12.6 Obligation for Assessments

(a) **Personal Obligation.** By accepting a deed or entering into a recorded contract to purchase any Unit, each Owner covenants and agrees to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Texas law), late charges as determined by a resolution of the Board, costs, and reasonable attorneys and paralegals fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no Person who obtains title to a Unit following foreclosure of a first priority Mortgage given in good faith and for value by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments that accrued prior to such for foreclosure.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Master Association may retroactively assess any shortfall.

No Owner may exempt itself from liability for assessments by non-use of Master Community Facilities, Special Common Area, abandonment of such Owner's Unit, or non-use

of services provided to all Units or to all Units within the Service Area to which the Unit is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Master Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Board shall furnish to any Owner liable for any type of assessment a certificate signed by an officer of the Master Association or its designated agent setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Board may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **The Master Declarant's Financial Obligations to the Master Association.** The Master Declarant shall have no obligation to pay Base Assessments, Special Assessments, and/or Service Area Assessments on any Units it owns.

The Master Declarant's exemption from Base Assessments, Special Assessments, and/or Service Area Assessments hereunder will not apply to any Unit to which the Master Declarant: (i) has caused finished improvements to be constructed which may be used for residential, commercial, retail, light industrial, or office use; and (ii) intends to retain ownership, as opposed to market for sale to a third party. Assessments will commence on any such Unit owned by the Master Declarant no later than the date a certificate of occupancy for such Improvements has been issued to the Master Declarant by the City of Austin.

The Master Declarant may, but is not obligated, to reduce Base Assessments, Special Assessments, and/or Service Area Assessments which would otherwise be levied against Units for any fiscal year by the payment of a subsidy to the Master Association. Any subsidy and the characterization thereof will be disclosed as a line item in the budget prepared by the Board. The payment of a subsidy in any given year will not obligate the Master Declarant to continue payment of a subsidy to the Master Association in future years.

The Master Association is specifically authorized to enter into arms-length contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Master Declarant or other entities.

12.7 Lien for Assessments

(a) **Existence of Lien.** Each assessment levied pursuant to this Covenant, together with interest (computed from its due date at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of Texas law), late charges as determined by a resolution of the Board, costs, and reasonable attorneys and paralegals fees, will be secured by a lien hereby granted and conveyed by the Master Declarant to the Master Association against each Unit and all Improvements thereon (such lien, with respect to any Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Unit is created). Such lien shall be superior to all other liens except for tax liens and all sums secured by a first

mortgage lien, first deed of trust lien of record, or any bonded indebtedness, to the extent such lien or bonded indebtedness secures sums borrowed for the acquisition or improvement of the Unit, provided such bonded indebtedness was issued before the delinquent assessment was due, or the mortgage or deed of trust lien was recorded in the Official Public Records of Travis County, Texas before the delinquent assessment was due. In the event an Owner fails to pay any Assessment when due, then as a condition to the Master Association's enforcement of the Assessment lien by foreclosure in the same manner as mortgages on real property are foreclosed under Texas law as permitted by *subsection (b)* below, the Master Association will prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and a description of the Unit. Such notice may be signed by one of the officers of the Master Association, a copy of such Assessment lien will be mailed to the Owner of the Unit described in the lien, and the Assessment lien will be recorded in the Official Public Records of Travis County, Texas.

(b) **Enforcement of Lien.** The Master Association's lien, when delinquent, may be enforced by suit, judgment, and judicial foreclosure. The Master Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Master Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on the Unit; and (iii) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Master Association. The Master Association may sue for unpaid Common Expenses, Service Area Expenses, and other costs without foreclosing or waiving the lien securing the same.

(c) **Effect of Sale or Transfer.** Sale or transfer of any Unit shall not affect the assessment lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner of the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment, including such acquirer, its successors and assigns.

12.8 Exempt Property

The following property shall be exempt for payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All Master Community Facilities and such portions of the property owned by the Master Declarant which are included in the Area of Common Responsibility;

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) The Film Society Property and the National Guard Property; provided, however, that this exemption will expire: (i) as to the Film Society Property, if the current lease between the City of Austin and the current lessee is terminated or expires and the use of the Film Society Property under any new or extended lease is not substantially similar to the permitted uses under the current lease; and (ii) as to the National Guard Property, upon the occurrence of any change in use which is not substantially similar to the present use of such property or the expiration or termination of the current lease between the City of Austin and the Texas National Guard.

12.9 Capitalization of Master Association

The first Owner of each Unit other than the Master Declarant will make a contribution to the working capital of the Master Association in an amount equal to one-sixth (1/6th) of the annual Base Assessment attributable to the Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Master Association immediately upon transfer of title.

12.10 Use and Consumption Fees

The Board may charge use, consumption, and activity fees to any Person using the services or facilities of the Master Association or participating in Master Association-sponsored activities. The Board may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

NOTES:

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Chapter 13 Easements

The easements created in this Chapter establish the rights of Owners to use the Master Community Facilities and create various rights for the benefit of owners, the Master Declarant, the Master Association, and others over property within the Community. The easements created under this Chapter may exist in conjunction with rights in and to the Master Community Facilities granted to the public. Some of these rights are related to development and construction within the Community and on adjacent property, while others relate to the rights of the Master Association to come upon property of others to fulfill its responsibilities and the interrelationships between the Community and the owners of adjacent property.

13.1 Easements in Master Community Facilities

An easement is one person's right to go onto the property of another.

Each and every Owner shall have a nonexclusive right and easement of use, access, and enjoyment in and to the Master Community Facilities, subject to:

(a) The Governing Documents and any other applicable covenants and easements, including any declaration of easements and covenants to share costs or similar instruments relating to such Master Community Facilities, and any rights of non-Owners to use and enjoy portions of the Master Community Facilities;

(b) Any restrictions or limitations contained in any deed conveying such property to the Master Association;

(c) Certain Owners' rights to the exclusive use of those portions of the Master Community Facilities designated "Special Common Area";

(d) the right of the Master Declarant or the Master Association to grant easements over the Master Community Facilities to "tax-exempt organizations" pursuant to *Section 9.6*; and

(e) The Board's right (as limited by the MDA or any easements or restrictions applicable to the Master Community Facilities) to:

(i) adopt rules regulating Master Community Facilities use and enjoyment, including rules limiting the number of guests who may use certain Master Community Facilities, and to charge fees for such use;

(ii) suspend an Owner's right to use Master Community Facilities;

(iii) dedicate or transfer all or any part of the Master Community Facilities, subject to such approval requirements as may be set forth in this Covenant;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon certain portions of the Master Community Facilities;

(v) rent any portion of any clubhouse or other Master Community Facilities recreational facilities on an exclusive or non-exclusive short-term basis to any Person;

(vi) permit use of any recreational facilities situated on the Master Community Facilities by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion;

(vii) permit use of any Master Community Facilities, at such charge or no charge as the Board may determine appropriate, for the purpose of offering and conducting classes or other activities for interested Owners and occupants, whether offered on a for profit or nonprofit basis; and

(viii) to the extent assessments are insufficient to pay for operating or capital expenses, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

An Owner who does not reside in the Community shall be deemed to have assigned all rights to use and enjoy the recreational facilities within the Master Community Facilities to the occupants of such Owner's Unit.

13.2 Easement of Encroachment

An encroachment occurs when a person's home, fence, or other structure extends onto his or her neighbor's property. The section permits minor and inadvertent encroachments to remain.

There are and shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Master Community Facilities and between adjacent Units. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Master Community Facilities or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

13.3 Easements for Utilities, Etc.

(a) **Installation and Maintenance.** Subject to *Section 13.3(d)* below, the Master Association, the Master Declarant during the Development and Sale Period, and the designees of each party shall have a perpetual nonexclusive easement upon, across, over, and under all of

the Community (but not through a structure), for ingress, egress, installation, monitoring, replacing, repairing, and maintaining:

(i) cable television systems, master television antenna systems, or other devises for sending or receiving data and/or other electronic signals;

(ii) security and similar systems;

(iii) roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities including, but not limited to, water lines, sewers, meter boxes, telephone lines, gas lines and electric lines;

(iv) for the purpose of altering drainage and water flow across the Community; and

(v) otherwise as may be necessary, in the sole discretion of the Master Declarant and the Master Association, for development of the Community and for the performance of the Master Association's maintenance responsibilities under this Covenant.

(b) **Water, Electricity, Natural Gas, Cable, and Telephone.** The local water supplier, electric company, natural gas supplier, cable company, telephone company shall have easements across the Community for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters, boxes, and facilities. However, the exercise of this easement shall not extend to permitting entry into the structure on any Unit, nor shall any utilities be installed or relocated on the Community except as approved by the Board and, during the Development and Sale Period, the Master Declarant.

(c) **Specific Easements.** The Master Declarant also reserves (and the Master Association grants to the Master Declarant) the nonexclusive right and power to grant and record such specific easements consistent with *Section 13.3(a)* reasonably necessary to develop the Property and the Community. The Owner of any property to be burdened by an easement granted pursuant to this Section shall be given written notice in advance of the grant. The location of the specific easement shall be subject to the written approval of the Owner of the burdened property which approval shall not unreasonably be withheld, delayed, or conditioned.

(d) **Minimal Interference.** All work associated with the exercise of the easements described in subsections (a), (b), and (c) shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant. Notwithstanding anything to the contrary contained in this Section, no above ground sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Community except as: (a) may

be approved by the Master Declarant during the Development and Sale Period, or the Board after the expiration of the Development and Sale Period; or (b) may be constructed by the Master Declarant; or (c) may be permitted by the terms of any easement affecting the Community.

The easements provided for in this Section shall in no way adversely affect any other recorded easement on the Community, nor shall they be exercised in any manner that unreasonably restricts or interferes with the use and development of a Unit.

13.4 Easements to Serve Additional Property

The Master Declarant hereby reserves for itself (and the Master Association hereby grants to the Master Declarant) and its duly authorized agents, representatives, successors, successors-in-title, assigns, licensees, and Mortgagees, a perpetual nonexclusive easement over the Master Community Facilities for the purposes of enjoyment, use, access, and development of the Property and the Community. This easement includes, but is not limited to, a right of ingress and egress over the Master Community Facilities for construction of roads and for connecting and installing utilities on such property.

13.5 Easements for Maintenance, Emergency, and Enforcement

The Master Association may come onto the exterior portions of a Unit to do maintenance or to address violations of this Covenant but will give prior notice unless there is an urgent need to enter the Unit before notice can be given.

The Master Declarant hereby reserves for itself (and the Master Association grants to the Master Declarant) and its duly authorized agents, representatives, successors, successors-in-title, assigns, licenses, and Mortgagees, easements over the Community as necessary to enable the Master Association to fulfill its maintenance responsibilities under this Covenant and its enforcement rights under *Chapter 8*. The Master Association shall also have the right but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents; provided, nothing herein shall authorize any Person to enter any structure constructed on a Unit without permission of the Owner unless necessary to avoid imminent threat of personal injury or property damage.

Any member of the Board, any officer, manager, agent, or employee of the Master Association acting with permission of the Board, and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation to avoid an imminent threat of personal injury or property damage, entry into any portion of a Unit not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent. This right of entry shall include the right of the Master Association to enter upon a Unit to perform maintenance or to cure any condition which may

increase the possibility of a fire or other hazard, in the event that the Owner fails or refuses to perform such maintenance or cure such conditions within a reasonable time after request by the Board.

13.6 Easement for Pond Maintenance and Flood Water

The Master Declarant reserves for itself and the Master Association, and their respective successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon lakes, ponds and streams located within the Area of Common Responsibility to: (a) install, keep, maintain, and replace pumps thereon in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any wall, dam, or other structure retaining water therein; and (c) to remove trash and other debris and fulfill their maintenance responsibility as provided in this Covenant.

The Master Declarant and the Master Association shall have an easement over and across any of the Community abutting or containing any portion of any of the lakes, ponds or streams for the purpose of allowing the Master Declarant and the Master Association to exercise their rights and responsibilities as herein and otherwise set forth; provided, the Master Declarant, its designees, and the Master Association shall use reasonable care in the exercise of such easement and shall repair any damage caused in the exercise of such easement rights.

The Master Declarant further reserves for itself and the Master Association a perpetual, nonexclusive right and easement of access and encroachment over the Master Community Facilities and Units (but not the structure thereon) adjacent to or within 50 feet of ponds and streams within the Community, in order to: (a) temporarily flood and back water upon and maintain water over such portions of the Community; (b) fill, drain, dredge, deepen, clean and generally maintain the lakes, ponds, and streams within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds and streams; and (d) enter upon and across such portions of the Community to the extent reasonably necessary for the purpose of exercising its or their rights under this Section. Nothing herein shall be construed to make the Master Declarant, the Master Association, or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrence.

13.7 Easements for Special Events

The Master Declarant reserves for itself and the Master Association, and their successors, assigns, and designees, a perpetual, nonexclusive easement over the Master Community Facilities for the purpose of conducting parades; running, biking or other sporting events; educational, cultural, artistic, musical and entertainment activities; and other activities of general community interest at such locations and times as the Master Declarant or the Master Association, in their reasonable discretion, deem appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees that the exercise

of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement.

13.8 Easement for Stormwater Drainage and Detention

Each portion of the Community is hereby subjected to a non-exclusive easement appurtenant to and for the benefit of each other portion of the Community for the purpose of stormwater drainage and runoff and drainage detention in accordance with the master drainage and detention plan established for the Community, which easement shall include, but shall not be limited to, the right to tie in to existing drainage and detention facilities and to divert stormwater runoff from each Unit into such drainage and detention facilities at such points and in such a manner as approved by the Master Declarant during the Development and Sale Period, and thereafter the Board, and for the flow of stormwater runoff over the Community to such points and from such points through the stormwater drainage facilities into wetlands, ponds, or other detention facilities within or outside the Community. The foregoing easements shall be subject to any and all restrictions regarding quantity, rate, and quality of discharge that the Master Declarant or Board may hereafter impose or which may be imposed on the Community, the Master Declarant, or any Owner by any governmental entity having jurisdiction over the Community.

NOTES:

Chapter 14 Disclosures and Waivers

This Chapter discloses some important information about the Community for the benefit of prospective purchasers of property in the Community. Each Owner, by accepting a deed to property in the Community, also accepts and agrees to the matters set forth in this Chapter.

14.1 Facilities and Services Open to the Public

Certain facilities and areas within the Community will be open for use and enjoyment of the public. Such facilities and areas will include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction; roads; sidewalks; and medians.

14.2 Safety and Security

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Master Association nor the Master Declarant shall in any way be considered insurers or guarantors of safety or security within the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of such Owner's Unit that the Master Association, its Board and committees, and the Master Declarant are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

14.3 View Impairment

Neither the Master Declarant nor the Master Association guarantee or represent that any view over and across the Units, or any open space within the Community will be preserved without impairment. The Master Declarant and the Master Association shall have no obligation

to relocate, prune, or thin trees or other landscaping except to maintain the Master Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Master Association (with respect to the Master Community Facilities) will have the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

14.4 Notices and Disclaimers as to Community Systems

Each Owner acknowledges that interruptions in cable television and other Community Systems and services will occur from time to time. The Master Declarant and the Master Association, or any of their respective successors or assigns shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

NOTES:

Chapter 15 Rights of Lenders

In order to enhance each Owner's ability to obtain financing for the purchase of his or her Unit, this Chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies that guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Units in the Community. The provisions of this Chapter apply to both this Covenant and to the By-Laws, notwithstanding any other provisions contained therein.

15.1 Notices of Action

An institutional holder, insurer, or guarantor of a first Mortgage that provides a written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Units to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss that affects a material portion of the Community or that affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) any delinquency in the payment of assessments or charges owned by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association; or

(d) Any proposed action that would require the consent of a specified percentage of Eligible Holders.

15.2 Special FHLMC Provision

If any portion of the Community is subject to a residential condominium form of ownership, then so long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless approved by at least 67% of the total votes in the association established by the condominium regime, the Master Association will not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Master Community Facilities that the Master Association owns directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Master Community Facilities shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Community regarding assessments for Service Areas or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Covenant);

(c) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Units and the Master Community Facilities (the issuance and amendment of Master Design Guidelines , procedures, and Rules shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Covenant; or

(e) Use hazard insurance proceeds for any Master Community Facilities losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against the Master Community Facilities and may pay overdue premiums on casualty insurance coverage upon the lapse of an Master Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

15.3 Other Provisions for First Lien Holders

To the extent not inconsistent with Texas law, if a residential condominium has been established in the Community, then:

(a) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Covenant and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units subject to the regime to which at least 51% of the votes in the association established by such regime subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Master Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units subject to the regime to which at least 51% of the votes in the association established by such regime subject to Mortgages held by such Eligible Holders are allocated.

15.4 Amendments to Documents

The following provisions do not apply to amendments to the Governing Documents or termination of the Master Association as a result of destruction, damage, or condemnation

pursuant to *Section 15.3(a)* and *(b)*, or to the addition of land in accordance with *Chapter 16*. If a residential condominium has been established in the Community, then:

(a) The consent of Owners subject to the condominium regime representing at least 80% of the total votes in the association established by such regime, and the approval of the Eligible Holders of first Mortgages on Units subject to the regime to which at least 67% of the votes in the association established by such regime subject to a Mortgage appertain, shall be required to terminate the Master Association.

(b) The consent of Owners subject to the condominium regime representing at least 67% of the total votes in the association established by such regime, and the approval of Eligible Holders of first Mortgages on Units subject to the regime to which at least 51% of the votes in the association established by such regime subject to a Mortgage appertain, shall be required to materially amend any provisions of the Covenant, By-Laws, or Articles of Incorporation, or to add any material provisions thereto that establish, provide for, govern, or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Master Community Facilities;

(iv) insurance or fidelity bonds;

(v) rights to use the Master Community Facilities;

(vi) responsibility for maintenance and repair of property in the Community;

(vii) expansion or contraction of the Community or the addition, annexation, or withdrawal of property to or from the Master Association's jurisdiction;

(viii) boundaries of any Unit;

(ix) leasing of Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(xi) establishment of self-management by the Master Association where professional management has been required by an Eligible Holder; or

(xii) any provisions included in the Governing Documents that are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

(c) Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete or modify any of its respective requirements that necessitate an amendment to the provisions of this *Article* 15, the Board, without approval of the Owners, may record an amendment to this *Article 15* to reflect such changes.

15.5 No Priority

No provision of this Covenant or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Master Community Facilities.

15.6 Notice to Master Association

Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

15.7 Failure of Mortgagee to Respond

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Master Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

15.8 Construction of Chapter 15

Nothing contained in this Chapter shall be construed to reduce the percentage vote that must otherwise be obtained under this Covenant, the By-Laws, or Texas law for any of the acts set out in this Chapter.

NOTES:

PART FIVE: COMMUNITY DEVELOPMENT

Chapter 16 Expansion of the Community

Due to the need to pace development to the needs of the Community and the market demand for Units or Master Community Facilities, the Community may be developed in phases. The Master Declarant may submit Property to the Covenant as set forth in this Chapter.

16.1 Expansion

From time to time, the Master Declarant may submit to the terms of this Covenant all or any portion of the Property by recording an MCC Annexation Notice describing the additional property to be submitted and specifically subjecting it to the terms of this Covenant. The Master Declarant may record an MCC Annexation Notice without the consent of any Person except the City of Austin and the owner of such property, if not the Master Declarant.

The Master Declarant's right to expand the Community under this section expires when all the Property has been submitted to this Covenant or April 15, 2100, whichever is earlier.

Unless otherwise provided in the MDA, nothing in this Covenant shall require the Master Declarant or any successor to submit additional property to this Covenant or to develop any of the Property in any manner whatsoever.

Chapter 17 Additional Rights Reserved to the Master Declarant

This Chapter reserves various rights to the Master Declarant, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the Master Declarant's development and sale of Property and the Community, to enable the Master Declarant to respond to Owners' concerns, and to protect various property rights and other interests of the Master Declarant.

17.1 Withdrawal of Property

During the Development and Sale Period, and only if approved by the City of Austin, the Master Declarant may amend this Covenant to remove any unimproved portion of the Community from the coverage of this Covenant. "**Unimproved**" means that no permanent structure has yet been completed on the property. Such amendment (unless otherwise specifically provided herein) shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn (if not the Master Declarant). If the property is Master Community Facilities, the Master Association must also consent to such withdrawal.

17.2 Marketing, Sales, and Development Activities

The Master Declarant and its designees or assigns may construct, use, and maintain upon portions of the Master Community Facilities such facilities and activities as, in the reasonable opinion of the Master Declarant, may be required, convenient, or incidental to the construction or sale of Units.

Such permitted facilities and activities include, but are not limited to, business offices, signs, flags (whether hung from flag poles or attached to a structure), model units, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Master Declarant and its employees, agents, and designees may park vehicles in designated parking areas.

The Master Declarant and its designees, during the course of development of the Community, may use portions of the Master Community Facilities for temporary storage and for facilitating construction on adjacent property. The Master Declarant shall not be obligated to pay any use fees, rent, or similar charges for its use of Master Community Facilities pursuant to this Section.

17.3 Right to Make Improvements, Replat

During the Development and Sale Period, the Master Declarant and the Master Association, and their employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Master Community Facilities for the purpose of making, constructing, and installing such improvements to the Master Community Facilities and to the Property to satisfy the obligations set forth in the MDA.

In addition, during the Development and Sale Period, the Master Declarant may: (i) replat any portion of the Property or Community; and (ii) convert Units it owns into Master Community Facilities.

17.4 Right to Approve Changes in the Community Standards

During the Development and Sale Period, no amendment to or modification of any Rules or Master Design Guidelines shall be effective without prior notice to and the written approval of the Master Declarant and the City of Austin.

17.5 Additional Covenants and Restrictions

During the Development and Sale Period, no one other than the Master Declarant may record any additional covenants or restrictions affecting any portion of the Community without the Master Declarant and the City of Austin's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

17.6 Exclusive Rights to Use Name of Development

No Person shall use the name "Mueller" or any derivative of such name in any logo or depiction associated with the Community in any printed or promotional material without the Master Declarant's prior written consent. However, Owners may use the name "Mueller" in printed or promotional matter where such term is used solely to specify that particular property is located within the Community, and the Master Association shall be entitled to use the name "Mueller" in its name.

17.7 Right to Transfer or Assign the Master Declarant's Rights

Any or all of the Master Declarant's special rights and obligations set forth in this Covenant or in the By-Laws may be transferred in whole or in part to other Persons provided such transfer complies with the MDA or is otherwise approved in advance by the City of Austin. However, such a transfer shall not reduce an obligation or enlarge a right beyond that which the Master Declarant has under this Covenant or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument signed by the Master Declarant. The foregoing sentence shall not preclude the Master Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Master Declarant in this Covenant where the Master Declarant does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Master Declarant's consent to such exercise.

17.8 Amendment and Termination of Rights

This Chapter may not be amended without the written consent of both the Master Declarant and the City of Austin during the Development and Sale Period. The rights contained in this Chapter will terminate upon expiration of the Development and Sale Period, save and except the rights reserved pursuant to *Section 17.2* will not terminate until two (2) years after termination of the Development and Sale Period; or (b) the Master Declarant's recording of a written statement terminating such rights.

NOTES:

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

Chapter 18 Dispute Resolution and Limitation on Litigation

From time to time, disputes may arise between Owners or between an Owner and the Master Association, the Master Declarant, or others involved in the Community. This Chapter commits the parties to any such dispute to work together in an attempt to resolve the dispute without litigation in order to facilitate the prompt resolution of such disputes in a manner that respects and builds upon the relationships between the parties. It also requires substantial support of the Master Association's membership before the Master Association can engage in certain types of litigation that could result in significant legal and emotional costs to the Community.

18.1 Agreement to Encourage Resolution of Disputes Without Litigation

(a) **Bound Parties.** The Master Declarant, the Master Association and its officers, directors, and committee members; all Persons subject to this Covenant; and any Person not otherwise subject to this Covenant who agrees to submit to this Chapter (collectively, "**Bound Parties**") agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in *Section 18.2* in a good faith effort to resolve such Claim. However, by submitting to this Chapter the Bound Parties are in no way suspending the accrual of sanctions and fines that may be due and payable by the Unit Owner, if otherwise permitted by applicable law. All fines and sanctions imposed for the violation of the Governing Documents shall, if otherwise permitted by applicable law, continue to accrue during the time a Unit Owner seeks an alternative method for resolving any dispute under this Chapter. The amount of sanction, fine, or penalty accrued during any alternative dispute resolution shall continue to accrue and remain due and payable unless the board hearing any such challenge, appeal, arbitration, or mediation finds that the imposition of such a sanction, fine, or penalty was arbitrary and capricious.

(b) **Claims.** As used in this Chapter, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of Improvements within the Community, other than matters of aesthetic judgment under *Chapter 5*, which shall not be subject to review and shall not be subject to this Chapter.

(c) **Exclusions**. Notwithstanding the above, the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in *Section 18.2*:

(i) any suit by the Master Association against any Bound Party to collect assessments or other amounts due under *Chapter 12;*

(ii) any suit by the Master Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Master Association's ability to enforce the provisions of Part Two of this Covenant (relating to creation and maintenance of community standards);

(iii) any suit between Bound Parties that does not include the Master Declarant or the Master Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute that affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in *Section 18.2;*

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by *Section 18.2(a),* unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Chapter;

(vi) the imposition by the Master Association of any fine or sanction as a result of any violation of this Covenant (as it may be amended from time to time), where any opportunity for a hearing before the Board or a committee appointed by the Board is afforded the Bound Party; and

(vii) any dispute between the Master Declarant and the City of Austin associated with the rights, obligations, duties, interpretation, application, or enforcement of the MDA.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in *Section 18.2.*

18.2 Dispute Resolution Procedures

(a) **Notice**. Any Bound Party having a Claim ("**Claimant**") against another Bound Party ("**Respondent**") (collectively, the "**Parties**") shall notify each Respondent in writing ("**Notice**") stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.* the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) **Negotiation**. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiating a resolution of the Claim, if the Master Association is not a Party and the Board, in its discretion, believes its efforts will be beneficial to the Parties and to the welfare of the Community.

(c) **Mediation**. If the Parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other period agreed upon in writing) ("**Termination of Negotiations**"), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Master Association. Each Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

Each Bound Party shall bear its own costs of the mediation, including attorney fees, and each Party shall pay an equal share of the mediator's fees.

(d) **Settlement**. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this section. In such event, the Party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying Party, (or if more than one non-complying Party, from all such Parties in equal proportions), all costs incurred in enforcing such agreement or award, including, without limitation, attorneys fees and court costs.

(e) **Arbitration.** If the Parties do not resolve the claim through mediation, the Claimant shall have 30 days following Termination of Mediation to submit the Claim to arbitration in accordance with the Rules of Arbitration set forth on *Exhibit "E"* or the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to the Claimant arising out of such claim; provided, nothing herein shall release or discharge the Respondent from any liability to Persons not a Party to the foregoing proceedings.

Unless the Parties agree in writing to be bound by the arbitrator's decision ("**Award**") prior to the commencement or arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in any court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

18.3 Initiation of Litigation by Master Association.

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Master Association shall not initiate any judicial or administrative proceeding unless first approved by 75% of the Neighborhood Delegates in the Master Association. A Neighborhood Delegate representing Units owned by Persons other than himself or herself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding at least 75% of the total votes attributable to Units in the Neighborhood represented by the Neighborhood Delegate. No such approval shall be required by actions or proceedings:

(a) initiated to enforce the provisions of the Governing Documents, including collection of assessments and foreclosure of liens;

(b) initiated to challenge *ad valorem* taxation or condemnation proceedings;

(c) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(d) to defend claims filed against the Master Association or to assert counterclaims in proceedings instituted against it.

This section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

NOTES:

Chapter 19 Changes in the Master Community Facilities

Various influences and circumstances within and outside the Community may give rise to a need or desire to make changes in the ownership of or rights to use Master Community Facilities. This Chapter explains the procedures for dealing with matters such as changing use rights in Master Community Facilities, partition of the Master Community Facilities, and condemnation.

19.1 Condemnation

If any part of the Master Community Facilities is taken by any authority having the power of condemnation or eminent domain or conveyed by the Master Association in lieu of and under threat of condemnation with such approval as may be required under *Section 19.3*, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance.

If the taking or conveyance involves a portion of the Master Community Facilities on which improvements have been constructed, the Master Association shall restore or replace such improvements on the remaining land included in the Master Community Facilities to the extent available unless within sixty (60) days after such taking the Master Declarant, during the Development and Sale Period, and Neighborhood Delegates representing at least 75% of the total votes in the Master Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of *Section 9.4* regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Master Community Facilities, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Master Community Facilities under *Section 19.3*.

19.2 Partition

Except as permitted in this Covenant, the Master Community Facilities shall remain undivided, and no Person shall bring any action to partition any portion of the Master Community Facilities without the written consent of all Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Covenant, with such approval as may be required under *Section 19.3*.

19.3 Transfer or Dedication of Master Community Facilities

The Master Association may dedicate portions of the Master Community Facilities to the City of Austin, Texas, or to any other local, state, or federal governmental or quasi-governmental entity or may transfer or convey Master Community Facilities as follows:

(a) if Master Community Facilities other than Special Common Area, upon the written direction of Neighborhood Delegates representing at least 67% of the total votes in the Master Association, and the Master Declarant during the Development and Sale Period; and

(b) if Special Common Area, upon written approval of Owners of at least 67% of the Units to which such Special Common Area is assigned, and the Master Declarant during the Development and Sale Period.

The proceeds from the sale of Master Community Facilities other than Special Common Area shall be an asset of the Master Association to be used as the Board determines. The proceeds from the sale or mortgaging of Special Common Area shall be disbursed in the manner approved by the Owners of Units to which the Special Common Area is assigned at the time such sale or mortgage is authorized.

No conveyance or encumbrance of Master Community Facilities may deprive any Unit of rights of access or support.

NOTES:

Chapter 20 Termination, Amendment, Notice and Limitation of Liability

As the Community matures and grows, the rules by which it is governed must be flexible enough to adapt to changes in the development plan, as well as changes in the needs and desires of the Community that inevitably will occur. This Chapter sets out procedures by which either the Master Declarant or the Owners as a group may amend this Covenant to address such changes.

20.1 Term and Termination.

There is an old concept of law known as the "Rule Against Perpetuities" that restricts how long covenants can affect the title to land. Many jurisdictions no longer observe such rule, however, where the rule applies, the term of the covenants cannot exceed 21 years after the death of a named person who is living at the time the covenants are recorded.

This Covenant shall be effective for a minimum of 21 years from the date it is recorded. After 21 years, this Covenant shall be extended automatically for successive 10-year periods unless at least 75% of the then Owners sign a document stating that this Covenant is terminated and such document is recorded within the year before any extension. In such case, this Covenant shall terminate on the date specified in the termination document.

If any provision of this Covenant would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

This section shall not permit termination of any easement created in this Covenant without the consent of the holder of such easement.

20.2 Amendment.

(a) **By the Master Declarant.** The Master Declarant may unilaterally amend this Covenant if such amendment is necessary: (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination with which it is in conflict therewith; (ii) to enable any reputable title insurance company to issue title insurance coverage any portion of the Community; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

In addition, during the Development and Sale Period, the Master Declarant may unilaterally amend this Covenant for any other purpose: (i) with the prior written consent of the City of Austin; and (ii) with the prior written consent of Seton (so long as Seton or any affiliate

of Seton is the owner of Lot 1A1), if such amendment will materially and adversely affect the rights or responsibilities of Seton; provided that Seton's consent will not be unreasonably conditioned, delayed or withheld. An "affiliate of Seton" means an entity in which Seton has at least fifty percent (50%) ownership interest.

(b) **By Owners.** Except as otherwise specifically provided above and elsewhere in this Covenant, this Covenant may be amended only by the affirmative vote or written consent, or any combination thereof, of the Owners representing 75% of the total votes in the Master Association. In addition, during the Development and Sale Period, any such amendment shall also require the Master Declarant and City of Austin's written consent.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) **Validity and Effective Date.** No amendment may directly or indirectly remove, revoke, or modify the status of, or any right or privilege of the Master Declarant without the written consent of the Master Declarant (or the assignee of such right or privilege). In addition, the approval requirements set forth in *Chapter 15* shall be met, if applicable.

If any Owner consents to any amendment to this Covenant or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recordation in the Official Public Records of Travis County, Texas, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Covenant.

(d) **Exhibits.** *Exhibit "A"*, *Exhibit "B"*, *Exhibit "C"* and *Exhibit "E"* are incorporated by this reference, and this Chapter shall govern amendment of those exhibits. *Exhibit "D"* is incorporated by this reference and may be amended under *Chapter 7* or pursuant to this section. All other exhibits are attached for informational purposes and may be amended as provided in those exhibits or in the provisions of this Covenant that refer to such exhibits.

20.3 Notice.

In the event that the Master Declarant or the Master Association, its officers, directors, and committee members are required to provide notice to an Owner, member of the Master Association, or Neighborhood Delegate pursuant to this Covenant, notice shall be deemed to have been given to such Owner, member, or Neighborhood Delegate on the earlier of: (i) the date on which the Owner, member, or Neighborhood Delegate actually receives the notice; or (ii) the date on which the U.S. Postal Service or other entity attempts to deliver such notice to the Owner, member, or Neighborhood Delegate at their Unit address, or at such other address

as the Owner, member, or Neighborhood Delegate has provided to the Master Association in writing.

20.4 Limitation of Liability. In no event will the Master Declarant, any affiliate of Master Declarant or any board member, officer, partner, employee, or agent of the Master Declarant or any such affiliate (a "**Benefited Party**") be liable to any person as a result of any act performed by a Benefited Party pursuant to the terms or provisions of the Governing Documents.

EXECUTED on this 10th day of December, 2004.

DECLARANT:

CATELLUS AUSTIN, LLC., a Delaware limited liability company

By: Ted A

Printed Name: Ted Antenucci

Title: President

Date: 12-10-04

County of ~~Travis~~ Jefferson, State of ~~Texas~~ Colorado

This instrument was acknowledged before me on this 10th day of December, 2004 by Ted Antenucci, President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Janis L Emanuel

(seal) Notary Public Signature

JANIS L. EMANUEL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 06/06/2007

EXHIBIT "A"

DESCRIPTION OF PROPERTY WHICH MAY BE ANNEXED INTO THE COMMUNITY

EXHIBIT A

Property

15.857 ACRES
MUELLER TRACT 1
ALONG 51ST STREET

Lot 1, Block "C", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas.

[Note: Following additional right of way dedication(s), this tract is anticipated to be approximately 14.1 acres]

14.460 ACRES
MUELLER TRACT 2
ALONG 51ST STREET

Lot 1, Block "B", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas.

19.665 ACRES **FN NO. 03-164(MTH)**
MUELLER R.O.W. AREA **NOVEMBER 12, 2003**
(A.K.A. ROW PROPERTY) **BPI JOB NO. 1400-01**

INTERNAL ROW TRACT SURROUNDING SETON TRACT, TRACT 1, TRACT 2 AND TRACT 3

DESCRIPTION OF A 19.665 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9 AND THE J.P. WALLACE SURVEY NO. 57, SITUATED IN THE CITY OF AUSTIN, BEING A PORTION OF THE TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY THE FOLLOWING DEEDS OF RECORD: VOLUME 665, PAGE 95; VOLUME 430, PAGE 201; VOLUME 680, PAGE 257, AND VOLUME 668, PAGE 396, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 19.665 ACRES ALSO BEING A PORTION OF LOTS 26, 27, 32 AND 33 OF RIDGETOP GARDENS, A SUBDIVISION OF RECORD IN BOOK 3, PAGE 50 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

SAID 19.665 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the existing easterly line of Interstate Highway 35 (R.O.W. Varies) at the southeasterly corner of the intersection of East 51st Street, being within Lot 20 Ridgetop Gardens, a subdivision of record in Book 3, Page 50 of the Plat Records of Travis County, Texas;

THENCE, along the curving easterly right-of-way line of Interstate Highway 35, over and across said Lot 20 and Lot 21 of said Ridgetop Gardens and a portion of the westerly line of the remaining portion of the said City of Austin Tract of record in Volume 665, Page 95, being a non-tangent curve to the left having a radius of 5704.58 feet, a central angle of 04°00'08, an arc length of 398.48 feet and a chord which bears S34°55'52"W, a distance of 398.40 feet to the POINT OF BEGINNING, and the westernmost northwesterly corner hereof;

THENCE, leaving the easterly right-of-way line of Interstate Highway 35, over and across said City of Austin Tract of record in Volume 665, Page 95, Lot 26 of said Ridgetop Gardens, and Lot 2, Ridgetop Gardens 26, a subdivision of record in Book 9, Page 168 of said Plat Records, for a portion of the northerly line hereof, the following four (4) courses and distances:

1) S62°28'52"E, a distance of 1161.77 feet to an angle point;

2) N72°53'09"E, a distance of 21.58 feet to an angle point;

3) N27°31'08"E, a distance of 532.90 feet to an angle point in the interior of said Lot 26;

4) N18°47'57"W, a distance of 24.53 feet to a point in the southerly right-of-way line of East 51st Street (R.O.W. Varies), same being in the interior of said Lot 2, Ridgetop Gardens 26 for the northernmost northwesterly corner hereof;

THENCE, S62°28'52"E, along the southerly right-of-way line of East 51st Street, for a portion of the northerly line hereof, a distance of 128.18 feet to a point in the interior of Lot 27 of said Ridgetop Gardens, for an angle point;

THENCE, leaving the southerly right-of-way line of East 51st Street, over and across said Lot 27, over and across said City of Austin of Tracts of record in Volume 665, Page 95 and Volume 430, Page 201, and over and across Lots 32-A and 32-B of the Resubdivision of the East One-Half of Lot 32 Ridgetop Gardens Subdivision of record in Book 9, Page 98 of the said Plat Records, for a portion of the northerly line hereof, the following seven (7) courses and distances:

1) S72°58'52"W, a distance of 24.47 feet to an angle point;

2) S27°31'08"W, a distance of 532.96 feet to an angle point;

3) S18°53'40"E, a distance of 21.58 feet to an angle point;

4) S62°28'52"E, a distance of 1192.58 feet to an angle point;

5) N72°02'37"E, a distance of 21.81 feet to an angle point;

6) N27°31'08"E, a distance of 532.93 feet to an angle point in the interior of said Lot 32-B;

7) N17°57'24"W, a distance of 23.56 feet to a point in the southerly right-of-way line of East 51st Street, for an angle point in the interior of said Lot 32-B;

THENCE, S62°28'52"E, along the southerly right-of-way line of East 51st Street, over and across said Lot 32-B and Lot 33 of said Ridgetop Gardens, for a portion of the northerly line hereof, a distance of 149.34 feet to a point in the interior of said Lot 33, for the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way line of East 51st Street, over and across said Lot 33 and said City of Austin Tracts of record in Volume 430, Page 201 and Volume 668, Page 396, for the easterly line hereof, the following fifteen (15) courses and distances:

1) S72°02'38"W, a distance of 23.59 feet to an angle point;

2) S27°31'08"W, a distance of 2746.46 feet to the point of curvature of a tangent curve to the left;

3) Along said tangent curve to the left having a radius of 222.00 feet, a central angle of 36°07'49", an arc length of 139.99 feet and a chord which bears S09°27'14"W, a distance of 137.68 feet to the point of tangency;

4) S08°36'41"E, a distance of 65.11 feet to the point of curvature of a tangent curve to the left;

5) Along said tangent curve to the left having a radius of 55.50 feet, a central angle of 90°00'00", an arc length of 87.18 feet and a chord which bears S53°36'41"E, a distance of 78.49 feet to the point of tangency;

6) N81°23'19"E, a distance of 35.50 feet to an angle point;

7) S08°36'41"E, a distance of 84.00 feet to an angle point;

8) S81°23'19"W, a distance of 38.50 feet to the point of curvature of tangent curve to the left;

9) Along said tangent curve to the left having a radius of 85.50 feet, a central angle of 90°00'00", an arc length of 134.30 feet and a chord which bears S36°23'19"W, a distance of 120.92 feet to the point of tangency;

10) S08°36'41"E, a distance of 35.50 feet to an angle point;

11) S81°23'19"W, a distance of 50.00 feet to an angle point;

12) N08°36'41"W, a distance of 34.00 feet to the point of curvature of a non-tangent curve to the left;

13) Along said non-tangent curve to the left having a radius of 75.50 feet, a central angle of 90°00'00", an arc length of 118.60 feet and a chord which bears N53°36'41"W, a distance of 106.77 feet to the point of tangency;

14) S81°23'19"W, a distance of 362.05 feet to a non-tangent curve to the left;

15) Along said non-tangent curve to the left having a radius of 15.50 feet, a central angle of 72°56'05", an arc length of 19.73 feet and a chord which bears S44°55'17"W, a distance of 18.43 feet to a point in the curving northerly right-of-way line of Airport Boulevard (160' R.O.W.), being the southerly line of the remaining portion of said City of Austin Tract of record in Volume 668, Page 396 for the southeasterly corner hereof;

THENCE, along the curving northerly right-of-way line of Airport Boulevard, being the southerly line of said City of Austin remainder Tract of record in Volume 668, Page 396, for the southerly line hereof, being a non-tangent curve left having a radius of 1989.88 feet, a central angle of 03°52'57", an arc length of 134.84 feet and a chord which bears N33°28'41"W, a distance of 134.82 feet to the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Airport Boulevard, over and across said City of Austin Tract of record in Volume 668, Page 396; Volume 430, Page 201; Volume 680, Page 257 and Volume 665, Page 95, for the irregular westerly line hereof, the following twenty-one (21) courses and distances:

1) Along a non-tangent curve to the left having a radius of 65.50 feet, a central angle of 21°02'04", an arc length of 24.05 feet and a chord which bears S88°05'39"E, a distance of 23.91 feet to the point of tangency;

2) N81°23'19"E, a distance of 407.04 feet to the point of curvature of tangent curve to the left;

3) Along said tangent curve to the left having a radius of 45.50 feet, a central angle of 90°00'00", an arc length of 71.47 feet and a chord which bears N36°23'19"E, a distance of 64.35 feet to the point of tangency;

4) N08°36'41"W, a distance of 63.61 feet to the point of curvature of a tangent curve to the right;

5) Along said tangent curve to the right having a radius of 338.00 feet, a central angle of 36°07'49", an arc length of 213.14 feet and a chord which bears N09°27'14"E, a distance of 209.63 feet to the point of tangency;

6) N27°31'08"E, a distance of 869.43 feet to an angle point;

7) N21°18'09"W, a distance of 8.87 feet to an angle point;

8) N62°28'52"W, a distance of 738.09 feet to the point of curvature of a tangent curve to the right;

9) Along said tangent curve to the right having a radius of 450.00 feet, a central angle of 38°34'45", an arc length of 303.00 feet and a chord which bears N43°11'30"W, a distance of 297.31 feet to the point of reverse curvature;

10) Along said reverse curve to the left having a radius of 756.00 feet, a central angle of 26°01'33", an arc length of 343.40 feet and a chord which bears N36°54'54"W, a distance of 340.46 feet to the point of tangency;

11) N40°04'19"E, a distance of 60.00 feet to an angle point;

12) N74°47'53"E, a distance of 26.50 feet to an angle point;

13) N27°31'08"E, a distance of 883.11 feet to an angle point;

14) N24°25'18"W, a distance of 40.89 feet to an angle point;

15) S62°28'52"E, a distance of 92.19 feet to an angle point;

16) S27°31'08"W, a distance of 948.26 feet to the point of curvature of a non-tangent curve to the right;

17) Along said non-tangent curve to the right having a radius of 816.00 feet, a central angle of 20°14'04", an arc length of 288.18 feet, and a chord which bears S34°01'09"E, a distance of 286.68 feet to the point of reverse curvature;

18) Along said reverse curve to the left having a radius of 390.00 feet, a central angle of 38°34'44", an arc length of 262.60 feet and a chord which bears S43°11'29"E, a distance of 257.67 feet to the point of tangency;

19) S62°28'52"E, a distance of 744.77 feet to an angle point;

20) N27°31'08"E, a distance of 1170.00 feet to an angle point;

21) N62°28'52"W, a distance of 2501.67 feet to a point in the curving easterly right-of-way line of Interstate Highway 35, being the westerly line of said City of Austin remainder Tract of record in Volume 665, Page 95;

THENCE, along the easterly right-of-way line of Interstate Highway 35, being the westerly line of said City of Austin remainder Tract of record in Volume 665, Page 95, being along a non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 00°56'15", an arc length of 93.35 feet and a chord which bears N32°27'41"E, a distance of 93.34 feet to the POINT Of BEGINNING, containing an area of 19.665 acres (856,626 sq. ft.) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS:
The Basis of Bearings is provided by the City of Austin GPS sub-harn data and is referenced to the NAD 83/93 Harn horizontal control datum Texas State Plane Coordinate System, Central Zone and NAVD 88 vertical control datum.

32.212 ACRES
MUELLER SETON TRACT

FN NO. 03-164(MTH)
JULY 15, 2003
BPI JOB NO. 1400-01

Lot 1, Block "A", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas, as more particularly described as follows:

A 32.212 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY, SITUATED IN THE CITY OF AUSTIN, BEING A PORTION OF THE TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY THE FOLLOWING DEEDS OF RECORD: VOLUME 665, PAGE 95; VOLUME 430, PAGE 201, AND VOLUME 680, PAGE 257, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 32.212 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a concrete monument found at the southeasterly corner of the intersection of existing southerly line of East 51st Street (R.O.W. Varies) and the existing easterly line of Interstate Highway 35 (R.O.W. Varies), being within Lot 20 Ridgetop Gardens, a subdivision of record in Book 3, Page 50 of the Plat Records of Travis County, Texas;

THENCE, leaving the easterly right-of-way line of Interstate Highway 35, along the existing southerly right-of-way line of East 51st Street, being over and across Lots 20 and Lots 22-26 (inclusive) of said Ridgetop Gardens, the following three (3) courses and distances:

1) Along a curve to the left having a radius of 1213.92 feet, a central angle of 08°31'38", an arc length of 180.67 feet and a chord which bears S 67°24'07" E, a distance of 180.50 feet to a concrete monument found at the point of compound curvature;

2) Along said compound curve to the left having a radius of 588.56 feet, a central angle of 09°08'18", an arc length of 93.87 feet and a chord which bears S 67°14'54" E, a distance of 93.77 feet to a 1/2 inch iron rod with cap found at the end of said compound curve;

3) S 62°28'52" E, a distance of 791.14 feet to a point in the northerly line of said Lot 26;

THENCE, S 27°31'08" W, leaving the existing southerly right-of-way line of East 51st Street, over and across said Lot 26 and said City of Austin Tract conveyed in Volume 665, Page 95, a distance of 658.00 feet to a 1/2 inch iron rod with cap set for the POINT OF BEGINNING, and the northwesterly corner hereof;

THENCE, continuing over and across said City of Austin Tracts, for the northerly, easterly, southerly and westerly lines hereof, the following nine (9) courses and distances:

1) S 62°28'52" E, a distance of 1240.00 feet to a PK Nail with cap set for the northeasterly corner hereof;

2) S 27°31'08" W, a distance of 1170.00 feet to a PK Nail with cap set for the southeasterly corner hereof, from which an iron pipe found in the northerly right-of-way line of Airport Boulevard (R.O.W. Varies), being the southwesterly corner of that certain City of Austin Tract of record in Volume 668, Page 396, same being the southeasterly corner of that certain tract of land conveyed to James Bascom Giles, et ux from the City of Austin by deed of record in Volume 773, Page 477 of said Deed Records bears S 56°31'13" W, a distance of 1518.70 feet;

3) N 62°28'52" W, a distance of 744.77 feet to a 1/2 inch iron rod with cap set a the point of curvature of a tangent curve to the right;

4) Along said tangent curve to the right having a radius of 390.00 feet, a central angle of 38°34'44", an arc length of 262.60 feet and a chord which bears N 43°11'29" W, a distance of 257.67 feet to a 1/2 inch iron rod with cap set at the point of compound curvature to the left;

5) Along said compound curve to the left having a radius of 816.00 feet, a central angle of 20°14'04", an arc length of 288.18 feet and a chord which bears N 34°01'09" W, a distance of 286.68 feet to a 1/2 inch iron rod with cap set at the end of said compound curve for the southwesterly corner hereof;

6) N 27°31'08" E, a distance of 948.26 feet to the POINT OF BEGINNING, containing an area of 32.212 acres (1,403,134 sq. ft.) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS:
The Basis of Bearings is provided by the City of Austin GPS sub-harn data and is referenced to the NAD 83/93 Harn horizontal control datum Texas State Plane Coordinate System, Central Zone and NAVD 88 vertical control datum.

59.629 ACRES **FN NO. 04-310(MJJ)**
MUELLER TRACT 3 **AUGUST 5, 2004**
IH 35 ALONG DELWOOD **BPI JOB NO. 1400-01.991**

DESCRIPTION OF A 59.629 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9 AND THE J.P. WALLACE SURVEY NO. 57, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEEDS OF RECORD IN VOLUME 430, PAGE 201; VOLUME 694, PAGE 149; VOLUME 842, PAGE 485; VOLUME 2206, PAGE 347; VOLUME 776, PAGE 621; VOLUME 680, PAGE 257; VOLUME 665, PAGE 95 AND VOLUME 668, PAGE 396 ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 59.629 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron pipe found in the curving easterly line of Airport Boulevard (160' R.O.W.), being the southeasterly corner of Lot 4, Block "N" Delwood Section Two, a subdivision of record in Volume 4, Page 282A of the Plat Records of Travis County, Texas, for the southernmost southwesterly corner hereof;

THENCE, along the easterly lines of Lots 4-14, Block "N" of said Delwood Section Two, the easterly lines of Lots 1-12 and Lots 14-20, Block "H" of said Delwood Section Two, the easterly lines of Lots 16-22, Block "G" of said Delwood Section Two, the northerly line of that certain 0.275 acre tract of land conveyed to Bruce C. Davis by deed of record in Volume 6203, Page 463 of said Deed Records and the northerly line of Lot 1, Emerald Oaks Addition, a subdivision of record in Volume 82, Page 58 of said Plat Records, for the southwesterly line hereof, the following eleven (11) courses and distances:

1) N27°18'32"E, a distance of 737.72 feet to a 1/2 inch iron rod with cap found for an angle point in the easterly line of said Lot 12, Block "N";

2) N07°18'29"W, a distance of 6.34 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lots 12 and 13, Block "N";

3) N32°25'25"W, a distance of 115.25 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lots 13 and 14, Block "N";

4) N49°28'41"W, a distance of 102.02 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lot 14, Block "N" and said Lot 20, Block "H";

5) N61°29'40"W, a distance of 332.59 feet to a 1 inch iron pipe found at the northwesterly corner of said Lot 15, Block "H", being the northeasterly corner of said Lot 14, Block "H" and the southeasterly corner of said Lot 12, Block "H", for an angle point hereof;

6) N44°18'34"E, a distance of 112.31 feet to a 1/2 inch iron rod found at the common easterly corner of said Lots 10 and 11, Block "H";

7) N30°44'12"E, a distance of 87.52 feet to a 1/2 inch iron rod found at the common easterly corner of said Lots 9 and 10, Block "H";

8) N17°16'12"E, a distance of 92.63 feet to 1/2 inch iron rod found in the southerly line of said Lot 8, Block "H", being the northeasterly corner of said Lot 9, Block "H";

9) S88°01'02"E, a distance of 106.10 feet to a 1/2 inch iron rod found at the northeasterly corner of said Lot 8, Block "H";

10) N39°56'52"W, a distance of 1025.58 feet to a 1 inch iron pipe found in the easterly line of said Lot 17, Block "G";

11) N62°30'49"W, a distance of 445.22 feet to a 1/2 inch iron rod found in the easterly line of Interstate Highway 35 (R.O.W. varies), being the northwesterly corner of said Lot 1, Emerald Oaks Addition, for the southwesterly corner hereof;

THENCE, along the easterly line of Interstate Highway 35, being the westerly line hereof, the following four (4) courses and distances:

1) N27°49'52"E, a distance of 122.57 feet to a 1-1/2 inch iron rod found for the point of curvature of a non-tangent curve to the right;

2) Along said non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 04°00'11", an arc length of 398.57 feet and a chord which bears N29°49'54"E, a distance of 398.49 feet to a 1 inch iron bolt found for the end of said curve;

3) N31°48'31"E, a distance of 406.45 feet to a 1/2 inch iron rod with cap found for the point of curvature of a non-tangent curve to the right;

4) Along said non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 00°11'05", an arc length of 18.40 feet and a chord which bears N31°54'00"E, a distance of 18.40 feet to a 1/2 inch iron rod with cap set in the easterly line of Barbara Jordan Boulevard, a 93 foot wide dedicated right-of-way by Mueller Section 1 Phase A Subdivision, a subdivision of record in Document No. 200400079 of the Official Public Records of Travis County, Texas and also being the westernmost southwesterly corner of that certain 19.665 acre tract of land conveyed to Catellus Austin, LLC. by deed of record

in Document No. 2003285270 of said Official Public Records, for the northwesterly corner hereof;

THENCE, leaving the easterly line of Interstate Highway 35, along the southerly and irregular westerly lines of said 19.665 acre tract, being the southerly and irregular westerly lines of said Mueller Section 1 Phase A Subdivision, for the northerly and irregular easterly lines hereof, the following fifteen (15) courses and distances:

1) S62°28'52"E, a distance of 1169.48 feet to a 1/2 inch iron rod with cap set;

2) S24°25'18"E, a distance of 40.89 feet to a 1/2 inch iron rod with cap set;

3) S27°31'08"W, a distance of 883.11 feet to a 1/2 inch iron rod with cap set;

4) S74°47'53"W, a distance of 26.50 feet to a 1/2 inch iron rod with cap set;

5) S40°04'19"W, a distance of 60.00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a non-tangent curve to the right;

6) Along said non-tangent curve to the right having a radius of 756.00 feet, a central angle of 26°01'33", an arc length of 343.40 feet and a chord which bears S36°54'54"E, a distance of 340.46 feet to a 1/2 inch iron rod with cap set for the point of curvature of a reverse curve to the left;

7) Along said reverse curve to the left having a radius of 450.00 feet, a central angle of 38°34'45", an arc length of 303.00 feet and a chord which bears S43°11'30"E, a distance of 297.31 feet to a 1/2 inch iron rod with cap set for the end of said curve;

8) S62°28'52"E, a distance of 738.09 feet to a 1/2 inch iron rod with cap set;

9) S21°18'09"E, a distance of 8.87 feet to a 1/2 inch iron rod with cap set;

10) S27°31'08"W, a distance of 869.43 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the left;

11) Along said tangent curve to the left having a radius of 338.00 feet, a central angle of 36°07'49", an arc length of 213.14 feet and a chord which bears S09°27'14"W, a distance of 209.63 feet to a 1/2 inch iron rod with cap set for the end of said curve;

12) S08°36'41"E, a distance of 63.61 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

13) Along said tangent curve to the right having a radius of 45.50 feet, a central angle of 90°00'00", an arc length of 71.47 feet and a chord which bears S36°23'19"W, a distance of 64.35 feet to a 1/2 inch iron rod with cap set for the end of said curve;

14) S81°23'19"W, a distance of 407.04 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

15) Along said tangent curve to the right having a radius of 65.50 feet, a central angle of 21°02'04", an arc length of 24.05 feet and a chord which bears N88°05'39"W, a distance of 23.91 feet to a 1/2 inch iron rod with cap set in the curving easterly line of Airport Boulevard, being the southernmost southeasterly corner of said 19.665 acre tract, for the southeasterly corner hereof;

THENCE, along the curving easterly line of Airport Boulevard, being the southerly line hereof, along a non-tangent curve to the left having a radius of 1989.88 feet, a central angle of 14°40'44", an arc length of 509.79 feet and a chord which bears N42°45'31"W, a distance of 508.40 feet to the **POINT Of BEGINNING**, containing an area of 59.629 acres (2,597,450 sq. ft.) of land, more or less, within these metes and bounds.

515.591 ACRES
MUELLER TRACT 4

FN NO. 04-408(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 515.591 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9, THE J.P. WALLACE SURVEY NO. 57, THE JOSEPH BURLESON SURVEY, THE HENRY WARNELL SURVEY AND THE J.C. HARRELSON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING OUT OF THE FOLLOWING TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN IN THE FOLLOWING FIFTY-TWO (52) INSTRUMENTS OF RECORD IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS:

VOLUME 428, PAGE 242; VOLUME 428, PAGE 244; VOLUME 428, PAGE 245; VOLUME 430, PAGE 201, VOLUME 621, PAGE 31; VOLUME 651, PAGE 526; VOLUME 668, PAGE 396; VOLUME 681, PAGE 293; VOLUME 682, PAGE 289; VOLUME 2773, PAGE 8; VOLUME 2884, PAGE 462; VOLUME 2884, PAGE 469; VOLUME 2940, PAGE 2385; VOLUME 3063, PAGE 510; VOLUME 2992, PAGE 2172; VOLUME 3948, PAGE 320; VOLUME 2012, PAGE 421; VOLUME 1947, PAGE 78; VOLUME 1964, PAGE 397; VOLUME 1950, PAGE 94; VOLUME 1946, PAGE 385; VOLUME 1949, PAGE 332; VOLUME 1872, PAGE 131; VOLUME 1994, PAGE 238; VOLUME 1959, PAGE 430; VOLUME 2054, PAGE 266; VOLUME 2171, PAGE 381; VOLUME 2178, PAGE 344; VOLUME 2692, PAGE 463; VOLUME 3330, PAGE 1266; VOLUME 2172, PAGE 123; VOLUME 1688, PAGE 23; VOLUME 1698, PAGE 280; VOLUME 1707, PAGE 310; VOLUME 1698, PAGE 382; VOLUME 1700, PAGE 301; VOLUME 2539, PAGE 103; VOLUME 1714, PAGE 171; VOLUME 1714, PAGE 156; VOLUME 1714, PAGE 167; VOLUME 1714, PAGE 164;

VOLUME 1699, PAGE 163; VOLUME 2394, PAGE 263; VOLUME 2388, PAGE 303; VOLUME 1714, PAGE 505; VOLUME 1814, PAGE 174; VOLUME 2388, PAGE 268; VOLUME 2171, PAGE 358; VOLUME 2927, PAGE 65; VOLUME 2211, PAGE 314; VOLUME 2518, PAGE 288; AND VOLUME 3637, PAGE 1979; AND ALSO BEING OUT OF PORTIONS OF THE FOLLOWING STREETS VACATED BY THE CITY OF AUSTIN: OLD MANOR ROAD (ORDINANCE NO. 570502-B); KLEBERG LANE (ORDINANCE NO. 570509-B); OLD MANOR ROAD (ORDINANCE NO. 580410-D); OLD MANOR ROAD AND NOLEN STREET (ORDINANCE NO. 610105-A); LOVELL DRIVE (ORDINANCE NO. 880414-E); WARWICK DRIVE; OLD MANOR ROAD (VOLUME 10942, PAGE 1004); LOVELL DRIVE (ORDINANCE NO. 791011-K, VOLUME 6776, PAGE 2043); NOLEN STREET (FILE NO. V 15-1215) AND OUT OF A PORTION OF LOVELL LANE, WARWICK DRIVE AND NOLEN STREET; AND ALSO BEING OUT OF A PORTION OF LOTS 33-39, RIDGETOP GARDENS, OF RECORD IN BOOK 3, PAGE 50, OF LOTS 1–8, S.R. NOLEN SUBDIVISION, OF RECORD IN BOOK 3, PAGE 144, THE REMAINDER OF BLOCKS "A" AND "E" AND ALL OF BLOCK "D", DEVONSHIRE PARK, OF RECORD IN BOOK 6, PAGE 128, OF LOTS 1-5, BLOCK "A", LOTS 1-3, BLOCK "B" AND LOTS 1-8, BLOCK "F", DEVONSHIRE PARK SECTION ONE RESUBDIVISION, OF RECORD IN BOOK 9, PAGE 40 AND OF LOTS 1-5, BLOCK "C" AND LOTS 23 AND 24, BLOCK "F", DEVONSHIRE PARK SECTION TWO, OF RECORD IN BOOK 14, PAGE 56, ALL OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

SAID 515.591 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap set in the southerly line of East 51st Street (90' R.O.W.), being the northeasterly corner of that certain 19.665 acre tract of land conveyed to Catellus Austin, LLC. by deed of record in Document No. 2003285270 of the Official Public Records of Travis County, Texas, for the northwesterly corner hereof;

THENCE, along the southerly line of East 51st Street, over and across Lots 33-39 of said Ridgetop Gardens, being over and across said City of Austin tracts of record in Volume 2773, Page 8, Volume 2884, Page 462, Volume 2884, Page 469, Volume 2940, Page 2385, Volume 3063, Page 510, Volume 2992, Page 2172, Volume 621, Page 31 and Volume 428, Page 245, for the most northerly line hereof, the following eight (8) courses and distances:

1) S62°28'52"E, a distance of 502.02 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

2) Along said non-tangent curve to the left having a radius of 1702.35 feet, a central angle of 06°13'00", an arc length of 184.71 feet and a chord which bears S66°07'07"E, a distance of 184.62 feet to a 1/2 inch iron rod with cap found for the end of said curve;

3) S68°43'22"E, a distance of 73.30 feet to a 1 inch iron bolt found for the point of curvature of a non-tangent curve to the right;

4) Along said non-tangent curve to the right having a radius of 1330.45 feet, a central angle of 08°18'52", an arc length of 193.07 feet and a chord which bears S64°32'56"E, a distance of 192.90 feet to a 1/2 inch iron rod found for the end of said curve;

5) S60°20'26"E, a distance of 147.97 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

6) Along said non-tangent curve to the right having a radius of 910.36 feet, a central angle of 25°35'26", an arc length of 406.60 feet and a chord which bears S47°40'24"E, a distance of 403.23 feet to a 1/2 inch iron rod found for the end of said curve;

7) S34°54'27"E, a distance of 106.67 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

8) Along said non-tangent curve to the left having a radius of 1000.23 feet, a central angle of 14°00'56", an arc length of 244.68 feet and a chord which bears S41°51'29"E, a distance of 244.07 feet to a 1/2 inch iron rod with cap set for the northernmost northeasterly corner hereof;

THENCE, leaving the southerly line of East 51st Street, continuing over and across said City of Austin tract of record in Volume 428, Page 245, for a portion of the northerly line hereof, the following nine (9) courses and distances:

1) S41°08'03"W, a distance of 393.66 feet to a 1/2 inch iron rod with cap set for an angle point;

2) S03°00'00"E, a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;

3) N87°00'00"E, a distance of 521.40 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

4) Along said tangent curve to the right having a radius of 120.00 feet, a central angle of 45°19'09", an arc length of 94.92 feet and a chord which bears S70°20'25"E, a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;

5) S47°40'51"E, a distance of 393.70 feet to a 1/2 inch iron rod with cap set for an angle point;

6) S42°04'53"W, a distance of 259.62 feet to a 1/2 inch iron rod with cap set for an angle point;

7) S48°09'29"E, a distance of 631.60 feet to a 1/2 inch iron rod with cap set for an angle point;

8) N42°17'44"E, a distance of 278.81 feet to a 1/2 inch iron rod with cap found for an angle point;

9) S42°54'23"E, a distance of 455.28 feet to a cut "X" found in concrete in the westerly line of that certain tract of land conveyed to the State of Texas by deed of record in Document No. 2000151986 of Official Public Records, being the easterly line of said City of Austin tract of record in Volume 428, Page 245, for an angle point hereof;

THENCE, S26°33'20"W, along a portion of the easterly line of said City of Austin tract of record in Volume 428, Page 245, being a portion of the westerly line of said State of Texas tract of record in Document No. 2000151986, a distance of 26.13 feet to a punch hole found in concrete being an angle point in the easterly line of said City of Austin tract of record in Volume 428, Page 245 and the westernmost southwesterly corner of said State of Texas tract of record in Document No. 2000151986 for an angle point hereof;

THENCE, along the common line of said City of Austin tract of record in Volume 428, Page 245 and said State of Texas tract of record in Document No. 2000151986, for a portion of the northerly line hereof, the following two (2) courses and distances:

1) S57°42'29"E, a distance of 41.78 feet to a 3/8 inch iron pipe found for an angle point;

2) S28°33'02"W, a distance of 127.11 feet to a 1/2 inch iron rod found in the westerly line of that vacated portion of Old Manor Road by City of Austin Ordinance No. 880414-D of record in Volume 10942, Page 997 of said Real Property Records, for an angle point;

THENCE, S47°23'12"W, continuing along the common line of said City of Austin tract of record in Volume 428, Page 245 and said State of Texas tract of record in Document No. 2000151986, being the westerly line of said vacated portion of Old Manor Road by City of Austin Ordinance No. 880414-D, a distance of 104.60 feet to a 1/2 inch iron rod found at the southernmost southwesterly corner of said State of Texas tract of record in Document No. 2000151986, being the southwesterly corner of said vacated portion of Old Manor Road in Ordinance No. 880414-D, being the northwesterly corner of said vacated portion of Old Manor Road by Ordinance No. 880414-E of record in Volume 10942, Page 1004 of said Real Property Records, for an angle point hereof;

THENCE, S74°23'59"E, along the southerly line of said State of Texas tract of record in Document No. 2000151986, being the northerly line of said vacated portion of Old Manor Road in Volume 10942, Page 1004 and the southerly line of said vacated portion of Old Manor Road of record in Volume 10942, Page 997, for a portion of the northerly line hereof, a distance of 112.05 feet to a 1/2 inch iron rod found at the northeasterly corner of said vacated portion of Old Manor Road of record in Volume 10942, Page 1004, being the southeasterly corner of said vacated portion of Old Manor Road of record in Volume 10942, Page 997 and also being the northwesterly corner of said Lot 1, Block "A" Devonshire Park Section One Resubdivision;

THENCE, S62°09'12"E, along the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the northerly line of said Block "A" Devonshire Park Section One Resubdivision, being the southerly line of said State of Texas tract of record in Document No. 2000151986, a distance of 271.80 feet to a 1/2 inch iron rod found at the northwesterly corner of that certain 0.293 acre tract of land conveyed to the State of Texas by deed of record in Document No. 2000151987 of said Official Public Records;

THENCE, along the westerly and southerly lines of said 0.293 acre State of Texas tract, over and across said City of Austin tract of record in Volume 2539, Page 103, over and across said vacated portion of Warwick Drive of record in Volume 10942, Page 1004 and over and across said Block "A" and "B" Devonshire Park Section One Resubdivision, for a portion of the northerly line hereof, the following three (3) courses and distances:

1) S02°54'55"E, a distance of 183.39 feet to a cotton spindle found for an angle point;

2) N87°04'57"E, a distance of 53.72 feet to a cotton spindle found for the point of curvature of a non-tangent curve to the right;

3) Along said non-tangent curve to the right having a radius of 660.00 feet, a central angle of 02°16'57", an arc length of 26.29 feet and a chord which bears N88°10'51"E, a distance of 26.29 feet to a cotton spindle found at the southeasterly corner of said 0.293 acre State of Texas tract, being the southwesterly corner of that certain 0.349 acre tract of land conveyed to the State of Texas by deed of record in Document No. 2000151987 of said Official Public Records;

THENCE, continuing over and across said City of Austin tract of record in Volume 2539, Page 103, along the southerly and easterly lines of said 0.349 acre State of Texas tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

1) Along a curve to the right having a radius of 660.00 feet, a central angle of 12°40'31", an arc length of 146.01 feet and a chord which bears S84°20'06"E, a distance of 145.71 feet to a cut "X" found in concrete at the southeasterly corner of said 0.349 acre State of Texas tract, for an angle point hereof;

2) N12°09'29"E, a distance of 64.44 feet to a 1/2 inch iron rod found in the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the northeasterly corner of said 0.349 acre State of Texas tract and the southwesterly corner of that certain tract of land conveyed to the Carter Family Partnership by deed of record in Volume 11359, Page 163 of said Real Property Records and also being the southeasterly corner of said State of Texas tract of record in Document No. 2000151986, for an angle point hereof;

THENCE, S62°21'20"E, along the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the southerly line of said Carter Family Partnership tract, for a portion of the northerly line hereof, a distance of 940.56 feet to a point in the curving westerly

line of Manor Road (80' R.O.W.), being the northeasterly corner of said City of Austin tract of record in Volume 2539, Page 103 and the southeasterly corner of said Carter Family Partnership tract, for the easternmost northeasterly corner hereof;

THENCE, along the westerly line of Manor Road, being the easterly line of said City of Austin tract of record in Volume 2539, Page 103, for a portion of the easterly line hereof, along a curve to the left having a radius of 757.02 feet, a central angle of 10°09'02", an arc length of 134.12 feet and a chord which bears S03°43'49"W, a distance of 133.94 feet to a 1/2 inch iron rod with cap found for the end of said curve;

THENCE, S01°21'12"E, continuing along the westerly line of Manor Road, in part the easterly line of said City of Austin tract of record in Volume 2539, Page 103 and in part along the easterly line of said Block "C", Devonshire Park Section Two and in part along the easterly line of said vacated portion of Lovell Drive of record in Ordinance No. 791011-K, and in part with the easterly line of said Block "F", Devonshire Park Section Two and over and across said City of Austin tract of record in Volume 1698, Page 382, a distance of 903.24 feet to a 1/2 inch iron rod with cap found for the point of curvature of a non-tangent curve to the right;

THENCE, continuing along the westerly line of Manor Road, over and across said City of Austin tracts of record in Volume 1698, Page 382, Volume 1814, Page 174, Volume 1714, Page 505 and said portion of vacated Kleberg Lane of record in Ordinance No. 570509-B, in part along the easterly lines of said City of Austin tracts of record in Volume 2927, Page 65, Volume 2178, Page 344, Volume 2171, Page 381, Volume 2692, Page 463 and Volume 2927, Page 65 and in part along the southeasterly line of said vacated portion of Old Manor Road of record in Ordinance No. 610105-A, for a portion of the easterly line hereof, the following seven (7) courses and distances:

1) Along a non-tangent curve to the right having a radius of 762.43 feet, a central angle of 111°22'08", an arc length of 1481.97 feet and a chord which bears S54°20'59"W, a distance of 1259.45 feet to a 1/2 inch iron rod with cap found for the end of said curve;

2) N69°58'23"W, a distance of 241.22 feet to a 1 inch bolt found for the point of curvature of a non-tangent curve to the left;

3) Along said non-tangent curve to the left having a radius of 1472.70 feet, a central angle of 51°30'54", an arc length of 1324.11 feet and a chord which bears S84°17'42"W, a distance of 1279.96 feet to a 1/2 inch iron rod found for the end of said curve;

4) S58°32'03"W, a distance of 1053.37 feet to a 1/2 inch iron rod found for an angle point;

5) S58°39'53"W, a distance of 54.14 feet to a 1/2 inch iron rod found for an angle point;

6) S49°31'01"W, a distance of 261.13 feet to a 1 inch bolt found for an angle point;

7) S49°28'18"W, a distance of 72.03 feet to a 1/2 inch iron rod found at the intersection of the westerly line of Manor Road with the northerly line of Anchor Lane (50' R.O.W.), for the southernmost southeasterly corner hereof;

THENCE, along the northerly line of Anchor Lane, being the southerly line of said City of Austin tracts of record in Volume 2211, Page 314, Volume 2927, Page 65 and Volume 682, Page 289, being in part the northerly line of vacated Ease 38 1/2 Street of record in Ordinance R, Page 249 and in part the northerly lines of Lots 1 and 2, Block "E" Manor Hill, a subdivision of record in Book 8, Page 10 of said Plat Records, for the most southerly line hereof, the following two (2) courses and distances:

1) N63°09'44"W, a distance of 1027.86 feet to a hilti nail found for an angle point;

2) N63°11'58"W, a distance of 1049.66 feet to a 1/2 inch iron rod found at the intersection of the northerly line of Anchor Lane with the easterly line of Airport Boulevard (160' R.O.W.), for the southwesterly corner hereof;

THENCE, along the easterly line of Airport Boulevard, being the westerly lines of said City of Austin tract of record in Volume 682, Page 289 and over and across said City of Austin tract of record in Volume 668, Page 396, for the southwesterly line hereof, the following two (2) courses and distances:

1) N07°42'43"W, a distance of 1926.44 feet to a 1/2 inch iron pipe found for the point of curvature of a non-tangent curve to the left;

2) Along said non-tangent curve to the left having a radius of 1989.88 feet, a central angle of 23°44'16", an arc length of 824.41 feet and a chord which bears N19°40'05"W, a distance of 818.53 feet to a 1/2 inch iron rod with cap set for the southernmost southeasterly corner of said 19.665 acre Catellus Austin, LLC. tract, for an angle point hereof;

THENCE, leaving the easterly line of Airport Boulevard, being the easterly line of said 19.665 acre Catellus Austin, LLC. tract, for the westerly line hereof, the following fifteen (15) courses and distances:

1) Along a curve to the right having a radius of 15.50 feet, a central angle of 72°56'05", an arc length of 19.73 feet and a chord which bears N44°55'17"E, a distance of 18.43 feet to a 1/2 inch iron rod with cap set for the end of said curve;

2) N81°23'19"E, a distance of 362.05 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

3) Along said tangent curve to the right having a radius of 75.50 feet, a central angle of 90°00'00", an arc length of 118.60 feet and a chord which bears S53°36'41"E, a distance of 106.77 feet to a 1/2 inch iron rod with cap set for the end of said curve;

4) S08°36'41"E, a distance of 34.00 feet to a 1/2 inch iron rod with cap set for an angle point;

5) N81°23'19"E, a distance of 50.00 feet to a 1/2 inch iron rod with cap set for an angle point;

6) N08°36'41"W, a distance of 35.50 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

7) Along said tangent curve to the right having a radius of 85.50 feet, a central angle of 90°00'00", an arc length of 134.30 feet and a chord which bears N36°23'19"E, a distance of 120.92 feet to a 1/2 inch iron rod with cap set for the end of said curve;

8) N81°23'19"E, a distance of 38.50 feet to a 1/2 inch iron rod with cap set for an angle point;

9) N08°36'41"W, a distance of 84.00 feet to a 1/2 inch iron rod with cap set for an angle point;

10) S81°23'19"W, a distance of 35.50 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

11) Along said tangent curve to the right having a radius of 55.50 feet, a central angle of 90°00'00", an arc length of 87.18 feet and a chord which bears N53°36'41"W, a distance of 78.49 feet to a 1/2 inch iron rod with cap set for the end of said curve;

12) N08°36'41"W, a distance of 65.11 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

13) Along said tangent curve to the right having a radius of 222.00 feet, a central angle of 36°07'49", an arc length of 139.99 feet and a chord which bears N09°27'14"E, a distance of 137.68 feet to a 1/2 inch iron rod with cap set for the end of said curve;

14) N27°31'08"E, a distance of 2746.46 feet to a 1/2 inch iron rod with cap set for an angle point;

15) N72°02'38"E, a distance of 23.59 feet to the **POINT OF BEGINNING**, containing an area of 515.591 acres (22,459,129 sq. ft.) of land, more or less, within these metes and bounds.

21.238 ACRES
MUELLER TRACT 5
FILM SOCIETY PROPERTY

FN NO. 04-407(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 21.238 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEEDS OF RECORD IN VOLUME 621, PAGE 31 AND VOLUME 428, PAGE 245 BOTH OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 21.238 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the curving southerly line of East 51st Street (R.O.W. varies), being the southwesterly corner of the westerly terminus of a portion of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981 and the southwesterly corner of Lot 1, FVMF Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas;

THENCE, S62°29'38"E, leaving the southerly line of East 51st Street, over and across said City of Austin tract, along the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1 and also being a portion of the northerly line hereof, a distance of 328.97 feet to a 1/2 inch iron rod with cap set for the northeasterly corner hereof;

THENCE, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tracts, for the easterly, southerly and westerly lines hereof, the following six (6) courses and distances:

1) S42°04'53"W, a distance of 816.39 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;

2) N47°40'51"W, a distance of 393.70 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the left;

3) Along said tangent curve to the left having a radius of 120.00 feet, a central angle of 45°19'09", an arc length of 94.92 feet and a chord which bears N70°20'25"W, a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;

4) S87°00'00"W, a distance of 521.40 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

5) N03°00'00"W, a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;

6) N41°08'03"E, a distance of 393.66 feet to a 1/2 inch iron rod with cap set in the curving southerly line of East 51st Street, for the northwesterly corner hereof;

THENCE, along the southerly line of East 51st Street, being a portion of the northerly line hereof, the following three (3) courses and distances:

1) Along a non-tangent curve to the left having a radius of 1000.23 feet, a central angle of 17°43'33", an arc length of 309.44 feet and a chord which bears S57°43'43"E, a distance of 308.21 feet to a 1/2 inch iron rod found for the end of said curve;

2) S66°37'37"E, a distance of 366.27 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

3) Along said non-tangent curve to the left having a radius of 1477.39 feet, a central angle of 13°23'28", an arc length of 345.30 feet and a chord which bears S73°16'55"E, a distance of 344.51 feet to the **POINT Of BEGINNING,** containing an area of 21.238 acres (925,134 sq. ft.) of land, more or less, within these metes and bounds.

16.839 ACRES
MUELLER TRACT 6
NATIONAL GUARD PROPERTY

FN NO. 04-312(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 16.839 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 428, PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 16.839 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a spike nail found in the southerly line of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981, being the southerly line of Lot 1, FVMF

Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas and also being a point in the westerly line of that certain 13.94 acre lease to the 911 Emergency Management Center, for the northeasterly corner hereof;

THENCE, S42°17'44"W, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tract, along a portion of the westerly line of said 13.94 acre lease tract, passing at a distance of 960.00 feet a 1/2 inch iron rod with cap found for the southwesterly corner of said 13.94 acre lease tract and continuing for a total distance of 1238.81 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;

THENCE, continuing over and across said City of Austin tract, for the southerly and westerly lines hereof, the following two (2) courses and distances:

1) N48°09'29"W, a distance of 631.60 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

2) N42°04'53"E, a distance of 1076.01 feet to a 1/2 inch iron rod with cap set in the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, for the northwesterly corner hereof;

THENCE, S62°29'38"E, along a portion of the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1, for the northerly line hereof, a distance of 657.38 feet to the **POINT Of BEGINNING**, containing an area of 16.839 acres (733,496 sq. ft.) of land, more or less, within these metes and bounds.

3.303 ACRES
MUELLER TRACT 7
WILBARGER CREEK

FN NO. 04-314(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 3.303 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, THE HENRY WARNELL SURVEY AND THE A.B. SPEAR SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TWO (2) 2 ACRE TRACTS OF LAND CALLED "FIRST TRACT" AND "SECOND TRACT" CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 2376, PAGE 157, A PORTION OF THAT CERTAIN 1.83 ACRE TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 2683, PAGE 579, AND ALSO BEING A PORTION OF THAT CERTAIN 12,130 SQUARE FOOT TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 1111, PAGE 53 ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.303 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a brass disc found in concrete in the curving southerly line of East 51st Street (90' R.O.W.), being the northeasterly corner of Lot 1, F.V.M.F. Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas;

THENCE, along the curving southerly line of East 51st Street, being the most northerly line hereof, along a curve to the right having a radius of 852.39 feet, a central angle of 21°07'33", an arc length of 314.29 feet and a chord which bears S74°47'47"E, a distance of 312.51 feet to a 1/2 inch iron rod found at the northwesterly corner of Lot 1-A, Resubdivision of Lot 62, Manor Hills Section 8, a subdivision of record in Volume 17, Page 98 of said Plat Records, for the northernmost northeasterly corner hereof;

THENCE, leaving the southerly line of East 51st Street, along the westerly line of said Lot 1-A and along the westerly line and southerly line of Lot 8-A of said Resubdivision of Lot 62, Manor Hills Section 8, being a portion of the northerly line hereof, the following six (6) courses and distances:

1) S27°30'28"W, a distance of 25.31 feet to a 1/2 inch iron rod found for an angle point;

2) S23°04'23"W, a distance of 188.55 feet to a 5/8 inch iron pipe found at the southwesterly corner of said Lot 8-A, for an angle point hereof;

3) S39°44'32"E, a distance of 91.31 feet to a 1/2 inch iron rod with cap found for an angle point;

4) S25°32'32"E, a distance of 77.82 feet cut "X" in concrete found for an angle point;

5) S38°47'32"E, a distance of 175.06 feet to a 1/2 inch iron rod found for an angle point;

6) S58°36'11"E, a distance of 135.00 feet to a point in the curving westerly line of Old Manor Road (R.O.W. varies), being the southeasterly corner of said Lot 8-A, for the easternmost northeasterly corner hereof;

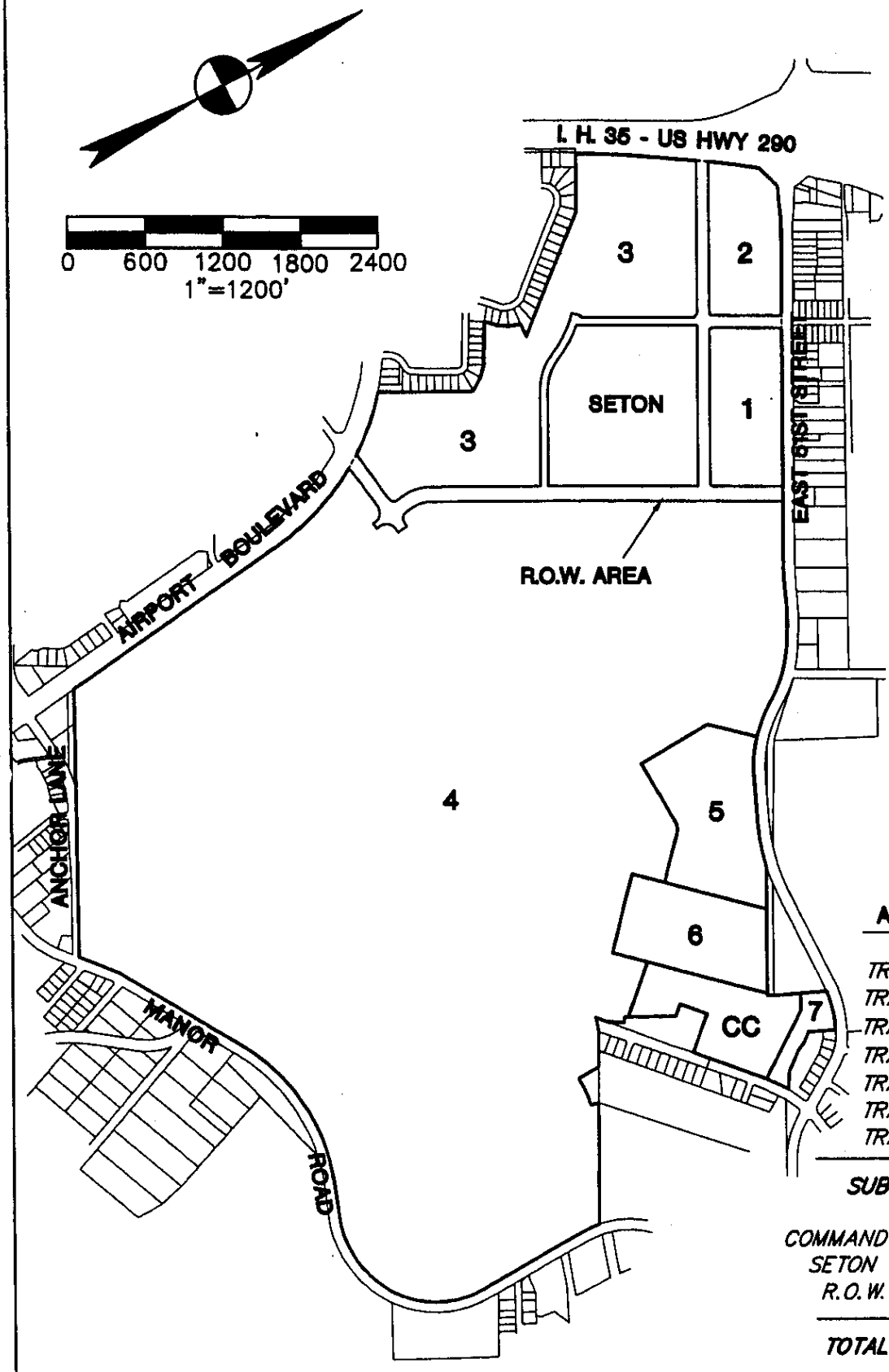
THENCE, along the curving westerly line of Old Manor Road, for the easterly line hereof, along a curve to the left having a radius of 2250.00 feet, a central angle of 04°46'58", an arc length of 187.82 feet and a chord which bears S51°34'00"W, a distance of 187.77 feet to a 1/2 inch iron rod found for the southeasterly corner hereof;

THENCE, leaving the westerly line of Old Manor Road, over and across said 1.83 acre tract, said 12,130 square foot tract, said 2 acre "Second Tract" and said 2 acre "First Tract", for the southerly line hereof, the following (2) courses and distances:

1) N35°04'40"W, a distance of 603.91 feet to a 1/2 inch iron rod with cap found for an angle point;

2) N64°41'10"W, a distance of 132.39 feet to a 1/2 inch iron rod with cap found in the easterly line of said Lot 1, being the westerly line of said 2 acre "First Tract", for the southwesterly corner hereof;

THENCE, N22°59'00"E, along a portion of the easterly line of said Lot 1, being a portion of the westerly line of said 2 acre "First Tract", for the westerly line hereof, a distance of 207.43 feet to the **POINT Of BEGINNING,** containing an area of 3.303 acres (143,875 sq. ft.) of land, more or less, within these metes and bounds.



AREA SUMMARY TABLE

TRACT 1	=	15.857 ACRES
TRACT 2	=	14.460 ACRES
TRACT 3	=	59.629 ACRES
TRACT 4	=	515.591 ACRES
TRACT 5	=	21.238 ACRES
TRACT 6	=	16.839 ACRES
TRACT 7	=	3.303 ACRES
SUBTOTAL	=	646.917 ACRES
COMMAND CENTER	=	13.944 ACRES
SETON TRACT	=	32.212 ACRES
R.O.W. AREA	=	19.665 ACRES
TOTAL AREA	=	712.738 ACRES

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EXHIBIT OF RMMA REDEVELOPMENT

CATELLUS

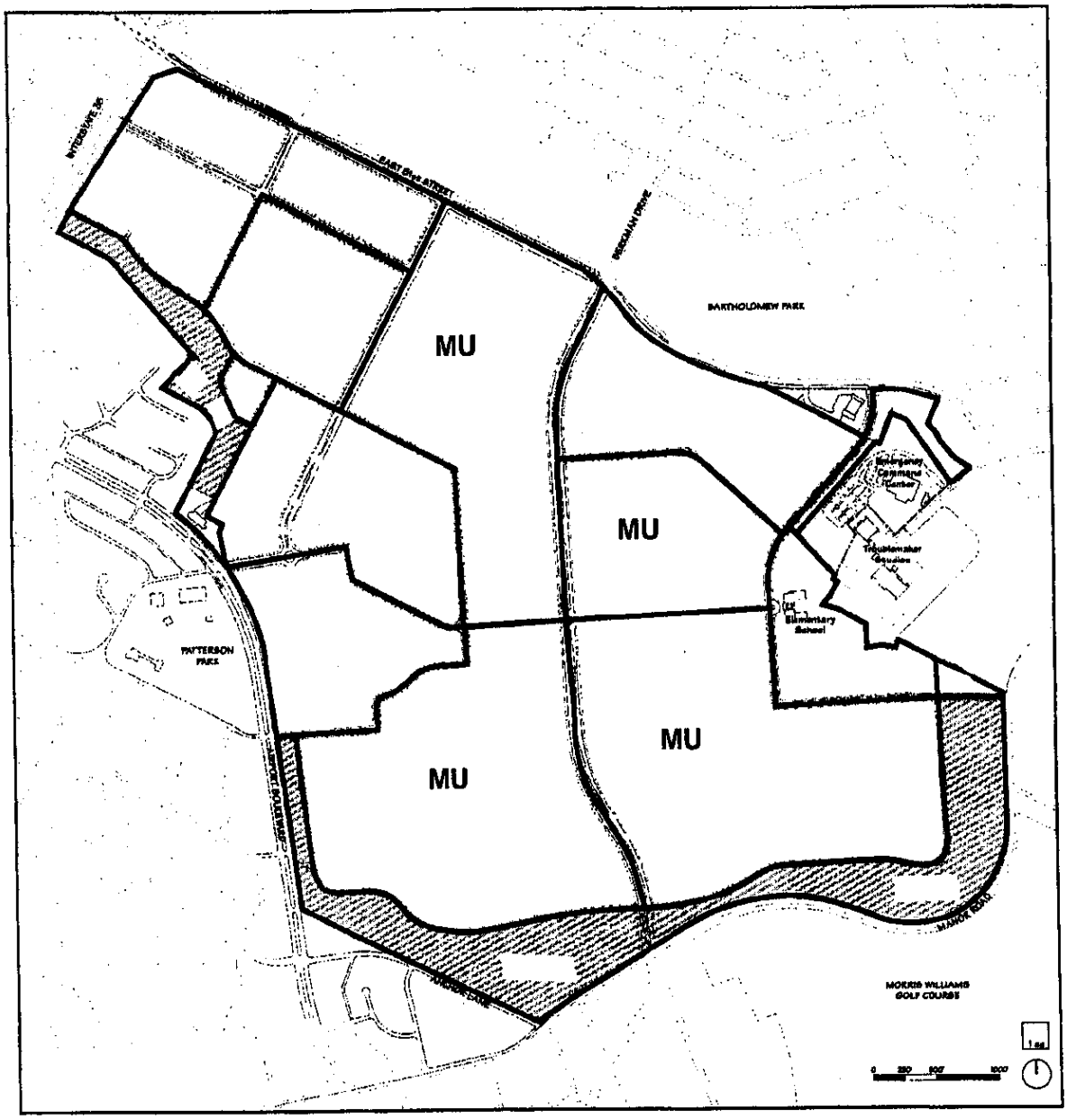
RMMA

DATE: 10/27/04	FILE: H:\1400\01\140001X19.dwg	FN No.: N/A	DRAWN BY: M.J.J.	PROJ. No: 1400-01

EXHIBIT "B"

DEPICTION OF MIXED-USE AND EC/TC AREAS

[see attached pages]

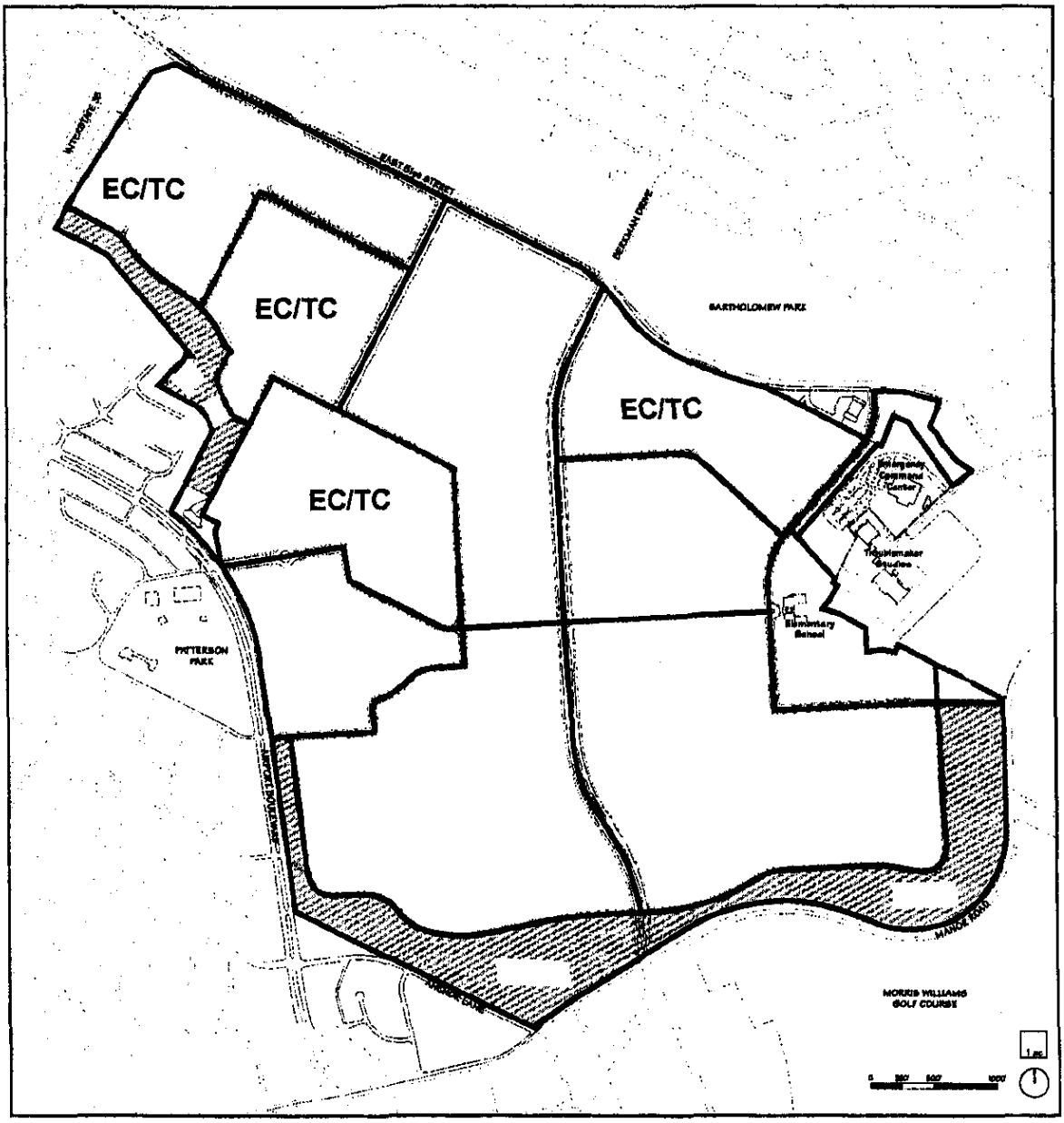


MU - Mixed Use Property

PLANNED UNIT DEVELOPMENT: LAND USE PLAN

RMMA Reuse and Redevelopment Master Plan

Prepared for the City of Austin by ROMA Design Group



EC/TC - EC/TC Property

PLANNED UNIT DEVELOPMENT: LAND USE PLAN

RMMA Reuse and Redevelopment Master Plan

Prepared for the City of Austin by ROMA Design Group

EXHIBIT "C"

DEPICTION OF FILM SOCIETY PROPERTY AND NATIONAL GUARD PROPERTY

[see attached pages]

21.238 ACRES
MUELLER TRACT 5
FILM SOCIETY PROPERTY

FN NO. 04-407(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 21.238 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEEDS OF RECORD IN VOLUME 621, PAGE 31 AND VOLUME 428, PAGE 245 BOTH OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 21.238 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the curving southerly line of East 51st Street (R.O.W. varies), being the southwesterly corner of the westerly terminus of a portion of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981 and the southwesterly corner of Lot 1, FVMF Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas;

THENCE, S62°29'38"E, leaving the southerly line of East 51st Street, over and across said City of Austin tract, along the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1 and also being a portion of the northerly line hereof, a distance of 328.97 feet to a 1/2 inch iron rod with cap set for the northeasterly corner hereof;

THENCE, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tracts, for the easterly, southerly and westerly lines hereof, the following six (6) courses and distances:

1) S42°04'53"W, a distance of 816.39 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;

2) N47°40'51"W, a distance of 393.70 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the left;

3) Along said tangent curve to the left having a radius of 120.00 feet, a central angle of 45°19'09", an arc length of 94.92 feet and a chord which bears N70°20'25"W, a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;

4) S87°00'00"W, a distance of 521.40 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

5) N03°00'00"W, a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;

6) N41°08'03"E, a distance of 393.66 feet to a 1/2 inch iron rod with cap set in the curving southerly line of East 51st Street, for the northwesterly corner hereof;

THENCE, along the southerly line of East 51st Street, being a portion of the northerly line hereof, the following three (3) courses and distances:

1) Along a non-tangent curve to the left having a radius of 1000.23 feet, a central angle of 17°43'33", an arc length of 309.44 feet and a chord which bears S57°43'43"E, a distance of 308.21 feet to a 1/2 inch iron rod found for the end of said curve;

2) S66°37'37"E, a distance of 366.27 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

3) Along said non-tangent curve to the left having a radius of 1477.39 feet, a central angle of 13°23'28", an arc length of 345.30 feet and a chord which bears S73°16'55"E, a distance of 344.51 feet to the **POINT Of BEGINNING,** containing an area of 21.238 acres (925,134 sq. ft.) of land, more or less, within these metes and bounds.

16.839 ACRES
MUELLER TRACT 6
NATIONAL GUARD PROPERTY

FN NO. 04-312(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 16.839 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 428, PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 16.839 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a spike nail found in the southerly line of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981, being the southerly line of Lot 1, FVMF Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas and also being a point in the westerly line of that certain 13.94 acre lease to the 911 Emergency Management Center, for the northeasterly corner hereof;

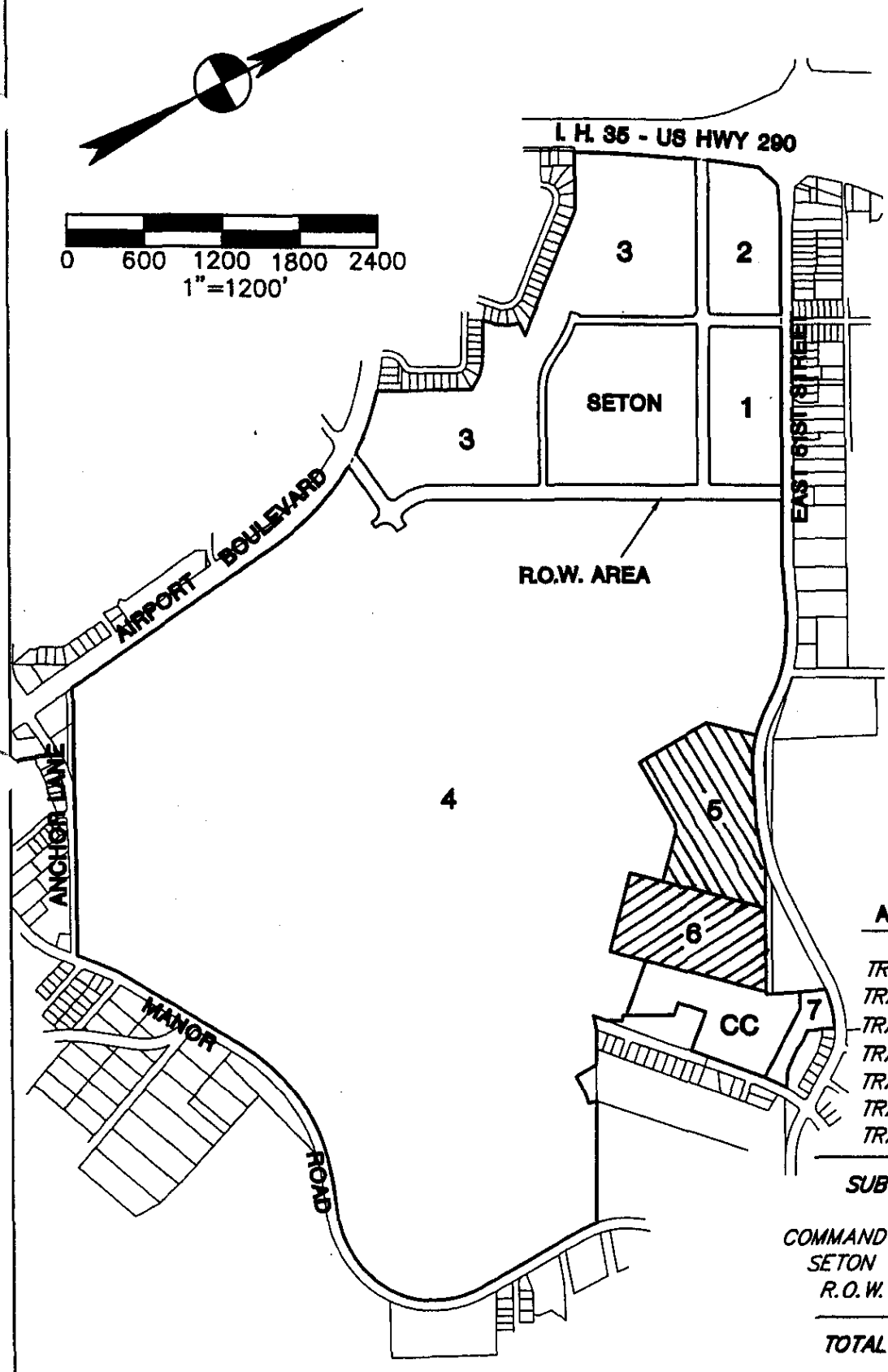
THENCE, S42°17'44"W, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tract, along a portion of the westerly line of said 13.94 acre lease tract, passing at a distance of 960.00 feet a 1/2 inch iron rod with cap found for the southwesterly corner of said 13.94 acre lease tract and continuing for a total distance of 1238.81 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;

THENCE, continuing over and across said City of Austin tract, for the southerly and westerly lines hereof, the following two (2) courses and distances:

1) N48°09'29"W, a distance of 631.60 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

2) N42°04'53"E, a distance of 1076.01 feet to a 1/2 inch iron rod with cap set in the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, for the northwesterly corner hereof;

THENCE, S62°29'38"E, along a portion of the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1, for the northerly line hereof, a distance of 657.38 feet to the **POINT Of BEGINNING,** containing an area of 16.839 acres (733,496 sq. ft.) of land, more or less, within these metes and bounds.



AREA SUMMARY TABLE

TRACT 1	=	15.857 ACRES
TRACT 2	=	14.460 ACRES
TRACT 3	=	59.629 ACRES
TRACT 4	=	515.591 ACRES
TRACT 5	=	21.238 ACRES
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TRACT 7	=	3.303 ACRES
SUBTOTAL	=	646.917 ACRES
COMMAND CENTER	=	13.944 ACRES
SETON TRACT	=	32.212 ACRES
R.O.W. AREA	=	19.665 ACRES
TOTAL AREA	=	712.738 ACRES

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Tel. (512)328-0011 Fax (512)328-0325
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EXHIBIT OF RMMA REDEVELOPMENT

CATELLUS

RMMA

DATE: 10/27/04	FILE: H:\1400\01\140001X19.dwg	FN No.: N/A	DRAWN BY: M.J.J.	PROJ. No: 1400-01

EXHIBIT "D"

Rules

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of "the norm." In fact, it is expressly intended that the Reviewer under *Chapter 5*, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the Master Design Guidelines . As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following Rules shall apply to all of the Community until such time as they are amended, modified, repealed, or limited by rules of the Master Association adopted pursuant to the Covenant.

1. **Restricted Activities**. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are restricted within the Community:

(a) Any activity or condition that interferes with the reasonable enjoyment of any part of the Community or that detracts from the overall appearance of the Community;

(b) Subdivision of a Unit less than 10 acres into two or more Units, or changing the boundary lines of any Unit less than 10 acres after a subdivision plat including such Unit has been approved and recorded, except that the Master Declarant shall be permitted to subdivide or replat Units ;

(c) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(d) Conducting, participating in, or holding any events, functions, or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, the foregoing is not intended to bar the occasional use of the interior of a Unit for the activities described in this subparagraph so long as such use is: (i) in conjunction with fundraising activities for a non-profit or charitable organization, (ii) a private, social, non-commercial activity; or (iii) a lottery conducted in accordance with Texas law.

(e) Any modifications to any portion of a Unit visible from any other Unit, property, or adjacent street, sidewalk, or alley, including, but not limited to, any changes to landscaping or other structures or signage or other means of advertisement or promotion, or

any other personal property or improvements on any portion of a Unit visible from any other Unit, property or any adjacent street, sidewalk, or alley, except as authorized pursuant to *Chapter 5*, or as otherwise provided herein or under applicable law; provided:

(f) a reasonable number of holiday and religious decorations may be displayed on a Unit for up to 30 days prior to the holiday or religious observance and up to 14 days thereafter without prior approval, subject to the right of the Master Association to require removal of any such decorations which it deems (A) to be excessive in number, size, or brightness, relative to other Units in the area; (B) to draw excessive attention or traffic; or (C) unreasonably to interfere with the use and enjoyment of neighboring properties.

2. Prohibited Conditions. The following shall be prohibited within the Community:

(a) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

3. Dissemination of Information Regarding Activities or Uses that are in Violation of the Covenant. A Unit Owner, or any other person or entity on behalf of a Unit Owner, is prohibited from disseminating information through or otherwise advertising in any medium, including, without limitation, the Internet, bulleting boards, newsletters, newspapers, or any other publications regarding or soliciting persons to engage in any activity or use that would otherwise be prohibited under this Covenant. (For example, placing or distributing advertisements soliciting tenants for a short-term rentals in Units where such use is not authorized by this Covenant would be a violation of this Covenant).

EXHIBIT "E"

Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought, and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 14 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within 14 days from the date of the Arbitration Notice, Claimant may notify any Texas Chapter of The Community Associations Institute, which shall appoint one neutral arbitrator who shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("Arbitrator"), shall fix the date, time, and place for the hearing. The place of the hearing shall be within the Community unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative throughout the arbitration proceedings.

7. All persons who, in the Arbitrator's judgment, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.

10. The Parties may offer such evidence as is relevant and material to the Claim and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

12. There shall be no post-hearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an Opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each Party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

EXHIBIT "F"

BYLAWS OF THE MUELLER MASTER COMMUNITY, INC.

City of Austin, Travis County, Texas

BY-LAWS
OF
MUELLER MASTER COMMUNITY, INC.

Article 1.
Name, Principal Office, and Definitions

1.01. **Name**. The name of the Master Association shall be Mueller Master Community, Inc. (hereinafter sometimes referred to as the "**Master Association**").

1.02. **Principal Office**. The principal office of the Master Association shall be located in Travis County, Texas.

1.03. **Definitions**. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Mueller Master Community Covenant filed in the Official Records of Travis County, Texas, as may be amended and supplemented from time to time (the "**Covenant**"), unless the context indicates otherwise.

Article 2.
Master Association: Membership, Meetings, Quorum, Voting, Proxies

2.01. **Membership**. Each Owner of a Unit is a mandatory member ("**Member**") of the Master Association, as more fully set forth in the Covenant, the terms of which pertaining to membership are incorporated herein by reference.

2.02. **Place of Meetings**. Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members the Board may designate, either within the Community or as convenient as possible and practical.

2.03. **Annual Meetings**. The first meeting of the Master Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Master Association. Meetings shall be of the Neighborhood Delegates. The Board shall set subsequent regular annual meetings so as to occur during the third quarter of the Master Association's fiscal year on a date and at a time the Board sets.

2.04. **Special Meetings**. Special meetings may be called in accordance with Section 2.10(A)(3) of the Texas Non-Profit Corporation Act or any successor statute.

2.05. **Notice of Meetings**. Written or printed notice stating the place, day, and hour of any meeting of the Neighborhood Delegates shall be delivered, either personally or by mail, to each Neighborhood Delegate entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the

meeting. In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Neighborhood Delegate at his address as it appears on the records of the Master Association, with postage prepaid.

2.06. **Waiver of Notice**. Waiver of notice of a meeting of the Neighborhood Delegates shall be deemed the equivalent of proper notice. Any Neighborhood Delegate may, in writing, waive notice of any meeting of the Neighborhood Delegates, either before or after such meeting. Attendance at a meeting by a Neighborhood Delegate shall be deemed waiver by such Neighborhood Delegate of notice of the time, date, and place thereof, unless such Neighborhood Delegate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Neighborhood Delegate also shall be deemed waiver of notice of all business transacted at such meeting unless an objection by a Neighborhood Delegate on the basis of lack of proper notice is raised before the business is put to a vote.

2.07. **Adjournment of Meetings**. If any Master Association meeting cannot be held because a quorum is not present, a majority of the Neighborhood Delegates who are present at such meeting may adjourn the meeting to a time not less than 5 or more than 60 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Neighborhood Delegates in the manner prescribed for regular meetings. The Neighborhood Delegates present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Neighborhood Delegates to leave less than a quorum, provided that Neighborhood Delegates representing at least 50% of the total votes in the Master Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.08. **Voting**. The voting rights of the Members shall be as set forth in the Covenant, and such voting right provisions are specifically incorporated herein by reference.

2.09. **Proxies**. Neighborhood Delegates may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Delegate who is only entitled to cast the vote(s) for his own Unit(s) pursuant to *Section* 4.3 of the Covenant may cast such vote in person or by proxy until such time as the Board first calls for election of a Neighborhood Delegate to represent the Neighborhood where the Unit is located. On any matter as to which a Member is entitled personally to cast the vote for his Unit, such vote may be cast in person or by proxy, subject to the limitations of Texas law relating to use of general proxies and subject to any specific provision to the contrary in the Covenant or these By-Laws. No proxy shall be

valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Master Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than 90 days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Unit for which it was given.

2.10. **Majority**. As used in these By-Laws, the term "**majority**" shall mean more than 50% of the total eligible votes in the Master Association.

2.11. **Quorum**. Except as provided in these By-Laws or in the Covenant, the presence of the Neighborhood Delegates representing 25% of the total votes in the Master Association shall constitute a quorum at all Master Association meetings.

2.12. **Conduct of Meetings**. The President shall preside over all Master Association meetings, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, a well as a record of all transactions occurring at the meeting.

2.13. **Action Without a Meeting**. Any action required or permitted by law to be taken at a meeting of the Neighborhood Delegates may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Neighborhood Delegates holding at least the minimum number of votes necessary to authorize such action at a meeting if all Neighborhood Delegates entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Master Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Master Association and shall have the same force and effect as a vote of the Neighborhood Delegates at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article 3.

Board of Directors.

3.01. Composition and Selection.

(a). **Governing Body; Composition**. The Master Association's affairs shall be governed by a Board of Directors, each of whom shall have one equal vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees, or others; provided, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegate. The directors need not be Members of the Master Association during the Development and Sale Period. Upon expiration of the Development and Sale Period, the directors must be Members, spouses of such Members, or residents of the Community; provided, no person and his or her

spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Master Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Master Declarant during the Development and Sale Period. Directors, other than directors appointed by the Master Declarant during the Development and Sale Period, may serve a limit of two consecutive terms, and must wait at least one term before running for re-election after serving two consecutive terms. This does not, however, prevent the outgoing director from participating in any subcommittee appointment.

(b). Number of Directors. There shall be seven (7) directors in the Master Association, as provided in *Section* 2.3 of the Covenant.

3.02. **Appointment Procedures.** The directors of the Master Association will be appointed as follows: three (3) of the seven (7) directors will be appointed by a majority of the board of directors of the Mueller Mixed-Use Community, Inc., a Texas non profit corporation (the "**Mixed-Use Association**"), to be created by the Master Declarant to administer the common affairs of certain residential property within the Community; three (3) of the seven (7) directors will be appointed by a majority of the board of directors of the Mueller EC/TC Community, Inc., a Texas non-profit corporation (the "**EC/TC Association**"), to be created by the Master Declarant to administer the common affairs of certain commercial property within the Community; and one (1) of the directors will appointed, in even numbered years, by the board of the Mixed-Use Association, and in odd numbered years, by the board of the EC/TC Association. Until the Mixed-Use Association and the EC/TC Association have been established by the filing of articles of incorporation with the Texas Secretary of State, the Master Declarant, in accordance with *Section 2.3* of the Covenant, will appoint the directors each association is entitled to appoint pursuant to this Section.

3.03. **Term.** Each director appointed by the board of the Mixed-Use Association and the EC/TC Association, unless removed in accordance with *Section 3.04* of these Bylaws, will serve for a term of two (2) years; provided, however, that the director appointed in alternate years by the board of the Mixed-Use Association and the EC/TC Association will serve for a term of one (1) year.

3.04. **Removal of Directors and Vacancies.** Any director appointed by the Mixed-Use Association or the EC/TC Association may be removed, with or without cause, by the vote of Neighborhood Delegates holding a majority of the votes entitled to be cast in the Master Association. Any director whose removal is sought shall be given written notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be appointed by the board of the Mixed-Use Association or the EC/TC Association, as applicable. The director so appointed will serve for the unexpired term of the director removed pursuant to this Section.

Any director who has three consecutive absences from the Board meetings, or who is more than 30 days delinquent in the payment of any assessment or other charge due the Master Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor will be appointed by the board of the Mixed-Use Association or the EC/TC Association, as applicable, to fill the vacancy for the remainder of such director's term.

The board of the Mixed-Use Association or EC/TC Association may not re-appoint the director removed pursuant to this Section.

In the event of the death, disability, or resignation of a director, the Board shall declare a vacancy and the board of the Mixed-Use Association or the EC/TC Association, as applicable, shall appoint a successor to fill the vacancy for the remainder of such director's term. The Master Declarant, until such time as articles of incorporation have been filed establishing the Mixed-Use Association and the EC/TC Association, will be entitled to appoint, in accordance with *Section* 2.3 of the Master Covenant, a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by the Master Declarant.

3.05. Meetings.

(a). Organizational Meetings. Within ten (10) days after each annual meeting of the Master Association, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board.

(b). Regular Meetings. Regular Board meetings may be held at such time and place as a majority of the directors shall determine, but at one (1) such meeting shall be held during each fiscal year.

(c). Special Meetings. Special Board meetings shall be held when called by written notice signed by the President or by any two directors.

(d). Notices; Waiver of Notice.

(i). Notices of the Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, the Internet, or other means of electronic communication, with confirmation of transmission.

(ii). All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on

the Master Association's records. Notices of special meetings of the Board shall also be posted in a prominent place within the Community. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(iii). The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if a quorum is present.

(e). **Participation in Meetings**. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone, video or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

(f). **Quorum of Board of Directors**. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Covenant. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

(g). **Compensation**. No director shall receive any compensation from the Master Association for acting as such unless approved by Neighborhood Delegates representing a majority of the total votes in the Master Association at a regular or special meeting of the Master Association. Any director may be reimbursed for expenses incurred on behalf of the Master Association upon approval of a majority of the other directors.

(h). **Conduct of Meetings**. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

(i). **Open Meetings**. Subject to the provisions of *Section 3.15*, all meetings of the Board shall be open to all Members and residents of the Community and, if required by law, all Members, but attendees other than directors may not participate in any

discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, or personnel matters.

(j). **Action Without a Formal Meeting.** Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

3.06. Powers and Duties.

(a). **Powers**. The Board of Directors shall have all of the powers and duties necessary for the administration of the Master Association's affairs and for performing all responsibilities and exercising all rights of the Master Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done all acts and things that the Governing Documents, or Texas law do not direct to be done and exercised exclusively by the Neighborhood Delegates or the membership generally.

(b). **Duties**. The Board's duties shall include, without limitation:

(i). preparation and adoption of the annual budgets and establishing Assessments under the Covenant;

(ii). cooperating with the Mixed-Use Association and the EC/TC Association in assessing and collecting assessments on behalf of each association;

(iii). providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(iv). designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Master Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(v). depositing all funds received on the Master Association's behalf in a bank depository that it shall approve, and using such funds to operate the Master Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in the depositories other than banks;

(vi). making and amending rules and regulations;

(vii). opening bank accounts on the Master Association's behalf and designating the signatories required;

(viii). making or contracting for the making of repairs, additions, and improvements to or alterations of the Master Community Facilities in accordance with the Governing Documents and these By-Laws;

(ix). enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Master Association; provided, the Master Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Master Association's position is not strong enough to justify taking enforcement action;

(x). obtaining and carrying insurance, as provided in the Covenant, providing for payment of all premiums, and filing and adjusting claims, as appropriate;

(xi). paying the cost of all services rendered to the Master Association or its Members and not chargeable directly to specific Members;

(xii). keeping books with detailed accounts of the Master Association's receipts and expenditures;

(xiii). making available to any prospective purchaser of a Unit, any Member, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Master Association;

(xiv). permitting utility suppliers to use portions of the Master Common Facilities as may be determined necessary, in the Board's sole discretion, to the ongoing development or operation of the Community;

(xv). cooperating with the Mixed-Use Association and the EC/TC Association in carrying out their purposes and responsibilities under the Mixed-Use Community Covenant and the EC/TC Community Covenant;

(xvi). indemnifying a director, officer, or committee member or former director, officer, or committee member of the Master Association to the extent such indemnity is required by Texas law or the Governing Documents;

(xvii). cooperating with the Mixed-Use Association and the EC/TC Association and their members in upholding the Master Community-Wide Standard; and

(xviii). assisting in the resolution of disputes between Members and others without litigation, as set forth in the Covenant.

3.07. **Management**. The Board of Directors may employ for the benefit of the Master Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.08. **Accounts and Reports**. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

(a). accounting and controls should conform to generally accepted accounting principles;

(b). the Master Association's cash accounts shall not be commingled with any other accounts;

(c). no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Master Association, whether in the form of commissions, finder's fee, services fees, prizes, gifts, or otherwise; anything of value received shall benefit the Master Association;

(d). any financial or other interest which the managing agent may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Board of Directors;

(e). commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Master Association at least quarterly containing:

(i). an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii). a statement reflecting all cash receipts and disbursements for the preceding period;

(iii). a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv). a balance sheet as of the last day of the preceding period; and

(v). a delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(vi). an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year; (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared and reviewed by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any Mortgage on a Unit, the Master Association shall provide an audited financial statement.

3.09. **Borrowing**. The Master Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Neighborhood Delegate approval in the same manner provided in *Section 12.3* of the Covenant for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt outstanding exceeds or would exceed 20% of the budgeted gross expenses of the Master Association for that fiscal year.

3.10. **Right to Contract**. The Master Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other Members, owners or residents, or associations.

3.11. **Enforcement**. In addition to such other rights as are specifically granted under the Covenant, the Board shall have the power to impose monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend a Member's right to vote or any person's right to use the Master Community Facilities (other than those facilities open to the public) for violation of any duty imposed under the Governing Documents; provided, nothing herein shall authorize the Board to limit ingress and egress to or from a Unit or to suspend an Member's right to vote due to nonpayment of assessments. In addition, the Board may suspend any services provided by the Master Association to a Member or the Member's Unit if the Member is more than 30 days delinquent in paying any assessment or other charges owed to the Master Association. In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may first be assessed against the occupant; provided, if the fine is not paid by the occupant within the time period set by the Board, the Member shall pay the fine upon notice from the Master Association. The Board's failure to enforce any provision of the Governing Documents shall not be deemed a waiver of the Board's right to do so thereafter.

(a). Prior to imposition of any sanction hereunder or under the Governing Documents, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 30 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if any, appointed pursuant to *Article 5*; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the violation is cured within the 30 day notice period set forth above. Any decision by the Board or the Covenants Committee not to impose sanctions in connection with a violation of the Governing Documents shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b). If a timely request for a hearing is not made, the sanction stated in the notice may be imposed without the necessity of a hearing; provided, the Master Association may not impose a fine or suspend Master Community Facility use rights for any violation other than a failure to pay assessments, unless the Board or the Covenants Committee, by a majority vote, first approves the proposed fine or suspension.

(c). If a hearing is requested within the allotted 30 day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative 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.

(d). Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Master Association within 10 days after the hearing date.

3.12. **Additional Enforcement Rights**. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in the Covenant, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

3.13. **Conflicts of Interest**. No contract or other transaction between the Master Association and one or more of its directors, officers or Members or any other entity in which one or more of its directors, officers or Members are directors, officers or members or are financially interested shall be either void or voidable because of such relationship or interest, because such director, officer or member is present at the meeting of the Board or a committee, which authorizes, approves, or ratifies such contract or transaction, or because his or her or their votes are counted for such purpose, if:

(a). The material facts of the relationship or interest and as to the contract or transaction are disclosed or known to the Board or committee thereof which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the interested director's votes; or

(b). The material facts of the relationship or interest and as to the contract or transaction are disclosed or known to the Members or Neighborhood Delegates entitled to vote on such contract or transaction, if any, and the disinterested Members or Neighborhood Delegates authorize, approve, or ratify it by vote or written consent without counting any interested owner or Neighborhood Delegate votes; or

(c). The contract or transaction is fair and reasonable as to the Master Association at the time it is authorized, approved or ratified by the Board, the Members or the Neighborhood Delegates.

The interested director may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves, or ratifies such contract or transaction.

Article 4.
Officers

4.01. **Officers**. The Master Association's officers shall be a President, Vice President, Secretary, and Treasurer. Officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.02. **Election and Term of Office**. Within ten (10) days after each annual meeting of the Master Association, the directors will convene an organizational meeting for the purpose of electing officers.

4.03. **Removal and Vacancies**. The Board may remove any officer whenever in its judgment the Master Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

4.04. **Powers and Duties.** The Master Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Master Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Covenant and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.05. **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.06. **Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Master Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.07. **Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors under *Section 3.05(g)* of these Bylaws.

Article 5.
Committees

5.01. **General.** The Board may appoint such committees and community clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board' s discretion for such periods as the Board may designate by resolution; provided, any committee member, including committee chair, may be removed by the vote of a majority of the Board. Any resolution establishing a community club shall designate the requirements, if any, for membership therein. Each committee and community club shall operate in accordance with the terms of the resolution establishing such committee or community club.

5.02. **Covenants Committee.** In addition to any other committees the Board may establish pursuant to *Section 5.01* of these Bylaws, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Members or residents. The Covenants Committee members shall be Members or residents of the Master Association who are not officers, directors, or employees of the Master Association or the spouse, parent, child, brother, or sister of an officer, director, or employee. Acting in accordance with the provisions of the Governing Documents, the Covenants Committee, if established, shall be the hearing tribunal of the Master Association and shall conduct all hearings held pursuant to *Section 3.11* of these Bylaws.

5.03. **Service Area Committees.** In addition to any other committees appointed as provided above, for each Service Area that has no formal organizational structure a Service

Area Committee may be created by the Board to determine the nature and extent of services, if any, to be provided to the Service Area by the Master Association in addition to those provided to all Members in accordance with the Covenant. A Service Area Committee may advise the Board on any other issues but shall not have the authority to bind the Board. Such Service Area Committees shall consist of three to five Members or residents from the Service Area to which the committee will have jurisdiction.

Service Area Committee members shall be elected for a term of one year or until their successors are elected, or such other term as may be permitted under a Supplemental Covenant governing the Service Area. Any director elected to the Board of Directors from a Service Area shall be an *ex officio* member of the Committee.

In the conduct of its activities, each Service Area Committee shall abide by the notice and quorum requirements applicable to the Board.

Article 6.
Miscellaneous

6.01. **Fiscal Year**. The fiscal year of the Master Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

6.02. **Parliamentary Rules**. Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Master Association proceedings when not in conflict with Texas law or the Governing Documents.

6.03. **Conflicts**. If there are conflicts among the provisions of Texas law, the Articles of Incorporation, the Covenant, and these By-Laws, the provisions of Texas law, the Covenant, the Articles of Incorporation, and the By-Laws (in that order) shall prevail

6.04. **Books and Records.**

(a). **Inspection by Members and Mortgagees**. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Unit; any Member; or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Covenant, By-Laws, and Articles of Incorporation, including any amendments, the rules of the Master Association, the membership register, books of account, and the minutes of meeting of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Master Association or at such other place within the Community as the Board shall designate.

(b). **Rules for Inspection**. The Board shall establish rules with respect to:

(i). notice to be given to the custodian of the records;

(ii). hours and days of the week when such an inspection may be made; and

(iii). payment of the cost of reproducing copies of documents requested.

(c). **Inspection by Directors**. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Master Association and the physical properties owned or controlled by the Master Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Master Association's expense.

6.05. **Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid: if to a Member, resident or Neighborhood Delegate, at the address which the Member, resident or Neighborhood Delegate has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Neighborhood Delegate; or if to the Master Association, the Board, or the managing agent, at the principal office of the Master Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.06. **Amendment.** These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Neighborhood Delegates representing 51% of the total votes in the Master Association. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

6.07. **Indemnification.** To the fullest extent permitted by applicable law, the Master Association will 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 such person is or was a director, officer, committee member, including the Reviewer, employee, servant, or agent of the Master Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith; (ii) in the case of conduct by a person in his official capacity, acted in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Master Association; (iii) in the case of conduct by a person not in his official capacity, acted in a manner which such person reasonably believed to be not opposed to the best interests of the Master Association; and (iv) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably

believed to be in, or not opposed to, the best interests of the Master Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2004 Dec 27 03:37 PM 2004238007

KNOWLESR $280.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best 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.

11-GF# 51861 KSN
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

DECLAR 2006050355
41 PGS

41

AFTER RECORDING RETURN TO:
Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

DECLARATION OF RESTRICTIVE COVENANTS

MUELLER COMMUNITY FEE

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that one certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended

DECLARATION OF RESTRICTIVE COVENANTS
[MUELLER – COMMUNITY FEE]

This Declaration of Restrictive Covenants [Mueller – Community Fee] (the "**Restrictive Covenant**" or "**Declaration**"), is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Cross reference to that one certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas ("**Master Covenant**"), as amended. Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Covenant.

B. The Master Covenant is presently intended to encumber certain real property located in Travis County, Texas, as more particularly described on *Exhibit "A"*, attached hereto (the "**Property**").

C. The Property will be made subject to this Covenant upon the filing of one or more MCC Annexation Notices pursuant to *Section 16.1* of the Master Covenant. Upon the filing of an MCC Annexation Notice in the Official Public Records of Travis County, Texas, (i) the portions of the Property described therein shall be governed by and fully subject to this Covenant, and (ii) the portions of the Property described therein and any additional property made subject to this Covenant in the future shall constitute the "**Community**".

No portion of the Property is subject to the terms and provisions of this Covenant until an MCC Annexation Notice covering that portion of the Property is filed in the Official Public Records of Travis County, Texas. Only the Master Declarant may file an MCC Annexation Notice. If the Master Declarant is not the owner of the portion of the Property then being made subject to the terms and provisions of the Covenant, the owner of the Property, in addition to the Master Declarant, must execute the MCC Annexation Notice evidencing such owner's consent to its recordation.

Property versus Community	
"Property"-	Land described on Exhibit A. This is the land that may be made subject to this Covenant, from time to time, by the filing of one or more MCC Annexation Notices.
"Community"-	This is the portion of the land described on Exhibit A that has been made subject to this Covenant through the filing of an MCC Annexation Notice.

D. As the developer of the Property, Master Declarant has agreed to provide methods and funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Property. The purpose of the Community Fee, as described in this Declaration, is to provide funding to help achieve these objectives. Master Declarant has agreed to impose upon the Property those covenants, conditions and restrictions set forth below for the benefit of the Community.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns; and (ii) that each contract, deed or conveyance of any kind conveying those portions of such Property 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 in full or by reference in said contract, deed or conveyance.

1. **Restrictions Upon the Property**. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Community Fee Assessments.

(i) Definitions.

"**Community Fee**" means the fee provided for in this Declaration.

"**Community Investment Fund**" means the account designated pursuant to this Declaration to receive portions of the Community Fee.

"**Fund Committee**" means a committee created by the Board for the purpose of administering the Community Investment Fund.

"**Transfer**" means, for the purposes of the Community Fee, any conveyance, assignment, lease, or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but

"Transfer" shall not mean or include grants or conveyances expressly excluded under this Declaration.

"Transfer Price" means the greater of: (i) the price paid by the Transferee for the Unit; or (ii) the value of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes. For purposes of clause (ii) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term "Transferee" shall have joint and several liability for all obligations of the Transferee under this Declaration.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term "Transferor" shall have joint and several liability for all obligations of that Transfer, as provided for in this Declaration.

(ii) Obligation to Pay Community Fee. The obligation to pay the Community Fee is hereby imposed upon a Transferor of each Unit, unless the Transfer in question is excluded under this Declaration.

(iii) Calculation of the Community Fee. The Community Fee shall be payable upon the Transfer of any Unit located in the Community as provided for in this Declaration. The Community Fee shall be calculated as follows:

a. if the Transfer Price for the transfer is less than $160,000.00, by subtracting $100,000.00 from the Transfer Price and multiplying the difference by .0025; or

b. if the Transfer Price for the transfer is greater than or equal to $160,000.00, by multiplying the Transfer Price by .0025.

The Community Fee is imposed not as a penalty and not as a tax, but as an assessment and as a means to provide additional

funding to fulfill the goals set forth in this Declaration for the betterment of the Community.

(iv) Liability for the Community Fee. If the Transferor does not pay the Community Fee as required by this section, the Community Fee payment shall become the personal obligation of the Transferee under the Transfer in question and shall be a lien against the Unit, and, if unpaid, shall be handled in accordance with the other provisions of this section.

(v) Deposit of Community Fee Into Community Investment Fund. The Board or the Fund Committee will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Fee and any interest earned thereon. The Board or the Fund Committee within sixty (60) days after the end of each calendar year, shall cause to be prepared a Community Fee receipts and disbursements schedule in form approved by the Board. The Board or the Fund Committee will also cause, on an annual basis, the Community Fee receipts and disbursements schedule to be reviewed by a Certified Public Accountant.

(vi) Disbursements. By majority vote, the Board or the Fund Committee may, from time to time, make disbursements from the Community Investment Fund to achieve the objectives set forth in this Declaration and to pay costs to administer this Declaration and the Community Investment Fund.

(vii) Due on Closing, Grace Period and Method for Payment. Payment of the Community Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Fund Committee, at the address and account number specified by the Fund Committee from time to time. With such payment, the Transferor shall provide a written report in a form approved by the Fund Committee (the "**Community Fee Report**"). The Community Fee Report must describe the Transfer and Unit, set forth the Transfer Price for the Transfer, the names and addresses of Transferor and Transferee, and such other information as the Fund Committee may reasonably require. The Fund Committee and/or the Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records and to audit all

accounts of any owner or Transferor which are reasonably related to the payment of the Community Fee.

(viii) Community Fee Lien and Foreclosure. Each Community Fee assessed or charged in the manner provided in this Declaration but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, is secured by a continuing lien and shall constitute a charge on or against all or a portion of the Unit covered by such lien or charge, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, and personal representatives, successors or assigns. An express lien on the Unit is hereby retained by Master Association to secure the payment thereof in each such instance. In the event all or any portion of the property is subdivided into lots or a condominium regime is impressed upon the Unit, the lien retained herein shall apply to such lots or Units. Any Community Fee allocated against a subdivided lot or Unit shall be the sole obligation of the owner of the lot or Unit. In no event shall any Community Fee allocated against a subdivided lot or Unit be considered an obligation against any other subdivided lot or Unit within the Unit. The lien established herein shall be superior to all other liens and charges against the Unit or any subdivided lot or Unit within the Unit, except only for tax liens, and all sums unpaid secured by a first-lien mortgage securing sums borrowed for the purchase or improvements of the property in question, provided such mortgage was recorded in the Official Public Records of Travis County, Texas before the delinquent Community Fee was due. The Fund Committee or the Board, at its option and without prejudice to the priority or enforceability of the Community Fee lien granted hereunder, may prepare a written notice of Community Fee setting forth the amount of the unpaid indebtedness, the name of the owner of the Unit covered by such lien or charge and a description of such Unit. Each owner, by accepting a deed to all or any portion of the Unit, shall be deemed conclusively to have granted a power of sale to the Master Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting owner's Unit by the Master Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002 (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Master Association, with the Master Association retaining the power to remove any

trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.). The liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Master Association may have by law, including the rights of the Master Association to institute suit against the owner personally obligated to pay the Community Fee for monetary damages and/or for foreclosure of the aforesaid lien judicially. The Master Association may also institute suit against the Master Association for the collection of the Community Fee. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Master Association will have the power to bid (in cash or by credit against the amount secured by the lien) 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 holding a prior lien on any portion of the Unit, the Master Association shall report to said mortgagee any Community Fee remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any portion of the Unit or any subdivided lot or condominium unit within the Unit; except, however, that in the event of foreclosure of any first-lien mortgage, the lien for any Community Fee that was due and payable before the foreclosure sale will be extinguished, provided that past-due levy is paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this section, the Master Association will upon the request and at the cost of the owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Master Association has already foreclosed such lien. The Master Association will report to the owner of a subdivided lot or condominium unit, upon such owner's written request, the status of any unpaid Community Fee.

(ix) Reporting on Exclusions from Community Fee. In the event that a Transferor is involved in a Transfer that it believes to be excluded from the requirement to pay the Community Fee under this

section, the Transferor shall provide written notice (the "**Notice of Claim of Exclusion**") to the Fund Committee or Board within five (5) days after closing of the Transfer in question, explaining the Transfer, the consideration, if any, involved in such Transfer, and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Fund Committee or Board does not concur that the Transfer in question should be excluded from the Community Fee, the Fund Committee or Board will notify the Transferor submitting the Notice of Claim of Exclusion of its obligation to pay the Community Fee and the Transferor shall pay the applicable Community Fee within fifteen (15) days after receipt of such notice. Prior to its decision on any Notice of Claim of Exclusion, the Fund Committee or Board may request additional information or clarification from the Transferor submitting such Notice of Claim of Exclusion, and the Transferor shall promptly provide the Fund Committee or Board with such additional information. Copies of all notices and correspondence between the Transferor and the Fund Committee or Board under this section shall be provided to the Transferee of the subject Transfer by the party initiating such notice or correspondence.

(x) Exclusions from the Community Fee. The Community Fee shall not apply to any of the following, except to the extent any of the following are used for the purpose of avoiding the Community Fee:

a. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, any county, city and county, municipality, district or other political subdivision of this state;

b. Transfer to the Association. Any Transfer to the Master Association, Mixed-Use Association, EC/TC Association, or their successors or assignees;

c. Transfer to the Master Declarant. Any Transfer to the Master Declarant or its successor or assignee, except that a Transfer to Master Declarant, its successor, assignee, or affiliate for Fair Market Value will be subject to a Community Fee;

d. Transfer from Master Declarant. Unless waived in writing by Master Declarant, any transfer from or by Master Declarant or its successor or assignee, except that a Transfer from the City of Austin to the Master Declarant, its successor, assignee, or affiliate of Property acquired for Fair Market Value will be subject to a Community Fee. "Fair Market Value" means that the Master Declarant has paid to the City of Austin a cash purchase price that a willing third-party buyer would pay to a willing third-party seller at the time of the sale, neither being under a compulsion to buy or sell, and both being fully aware of relevant facts.

e. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion. For the purposes of this exclusion, a distribution from a trust shall be treated as a Transfer made by the grantors of the trust, in the proportions of their respective total contributions of the trust;

f. Exempt Partition Transfers. Any Transfer arising solely from the termination of a joint tenancy or the partition of property held under common ownership, except to the extent that additional consideration is paid in connection therewith;

g. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution;

h. Related Company Transfers. Any Transfer made:

(1) by a majority-owned subsidiary to its parent corporation or by a parent corporation to its majority-owned subsidiary, or between majority-owned subsidiaries of a common parent

corporation, in each case for no consideration other than issuance, cancellation or surrender of the subsidiary's stock; or

(2) by a partner, member or a joint venturer to a partnership, limited liability company or a joint venture in which the partner, member or joint venturer has not less than a 50 percent interest, or by a partnership, limited liability company or joint venture to a partner, member or joint venturer holding not less than a 50 percent interest in such partnership, limited liability company or joint venture, in each case for no consideration other than the issuance, cancellation or surrender of the partnership, limited liability company or joint venture interests, as appropriate; or

(3) by a corporation to its shareholders, in connection with the liquidation of such corporation or other distribution of property or dividend in kind to shareholders, if the Unit is transferred generally pro-rata to its shareholders and no consideration is paid other than the cancellation of such corporation's stock; or

(4) by a partnership, limited liability company or a joint venture to its partners, members or joint venturers, in connection with a liquidation of the partnership, limited liability company or joint venture or other distribution of property to the partners, members or joint venturers, if the Unit is transferred generally pro-rata to its partners, members or joint venturers and no consideration is paid other than the cancellation of the partners', members' or joint venturers' interests; or

(5) to a corporation, partnership, limited liability company, joint venture or other association or organization where such entity is owned in its entirety by the persons transferring the Unit and such persons have the same relative interests in the Transferee entity as they had in the Unit immediately prior to such transfer, and no

consideration is paid other than the issuance of each such persons' respective stock or other ownership interests in the Transferee entity; or

(6) by any person(s) or entity(ies) to any other person(s) or entity(ies), whether in a single transaction or a series of transactions where the Transferor(s) and the Transferee(s) are and remain under common ownership and control as determined by the Board or by the Fund Committee, in their sole discretion applied on a consistent basis; provided, however, that no such transfer or series of transactions shall be exempt unless either the Board or the Fund Committee finds that such transfer or series of transactions (1) is for no consideration other than the issuance, cancellation or surrender of stock or other ownership interest in the Transferor or Transferee, as appropriate, (2) is not inconsistent with the intent and meaning of this subsection; and (3) is for a valid business purpose and is not for the purpose of avoiding the obligation to pay Community Fee. For purposes of this subsection, a Transfer shall be deemed to be without consideration if (x) the transaction is in accordance with generally accepted accounting principles, or (y) no person or entity that does not own a direct or indirect equity interest in the Unit immediately prior to the Transfer becomes the owner of a direct or indirect equity interest in the Unit (an "Equity Owner') by virtue of the Transfer, and the aggregate interest immediately prior to the transfer of all Equity Owners whose equity interest is increased on account of the Transfer does not increase by more than 20 percent (out of the total 100 percent equity interest in the Unit), and no individual is entitled to receive directly or indirectly any consideration in connection with the Transfer. In connection with considering any request for an exception under this subsection, either the Board or the Fund Committee may require the applicant to submit true and correct copies of all relevant documents relating to the Transfer and an opinion of the applicant's

counsel (such opinion and counsel to be reasonably acceptable to the Board) setting forth all relevant facts regarding the Transfer, stating that in their opinion the transfer is exempt under this subsection, and setting forth the basis for such opinion;

i. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses;

j. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding;

k. Exempt Ground Leases. Any lease of any Unit (or assignment or Transfer of any interest in any such lease) for a period of less than 30 years;

l. Exempt Transfers On Conveyance To Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or mortgage or Transfers in connection with a deed given in lieu of foreclosure;

m. Holding Company Exemption. Any Transfer made by a corporation or other entity, for consideration (1) to any other corporation or entity which owns 100 percent of its equity securities (a "**Holding Company**"), or (2) to a corporation or entity whose stock or other equity securities are owned, directly or indirectly, 100 percent by such Holding Company;

n. Subsidiary Conveyance Exemptions. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with, such Transfer; however, unless such Transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the Transferee in

the Transferor immediately prior to the Transfer. For example, if corporation A owns 60 percent of corporation B, and corporation B owns 100 percent of corporation C and corporation C conveys a Unit to corporation A for $2,000,000, 60 percent of the Community Fee would be exempt and a Community Fee would be payable only on $800,000 (i.e., 40 percent of the $2,000,000 consideration); and

o. Exemption For Certain Conveyances of Convenience. The consecutive Transfer of a Unit wherein the interim owner acquires such Unit for the sole purpose of immediately reconveying such Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Unit, provided the Fund Committee specifically approves such exemption in each particular case. To the extent that consideration is paid to, or for the benefit of, the interim owner, the additional consideration shall be a Transfer subject to Assessment. In these cases, the first Transfer is subject to the Community Fee and subsequent Transfers will only be exempt as long as a Community Fee has been paid in connection with the first Transfer of such Unit in such consecutive transaction and only to the extent there is no consideration to the interim owner.

2. **Breach Shall Not Permit Termination**. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant shall entitle the Master Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Declaration.

3. **General Provisions.**

(a) Inurement. This Restrictive Covenant and the restrictions created hereby are binding upon the owners of all or any portion of the Property.

(b) Amendment. This Declaration may be amended by (i) the majority vote by the Board; and (ii) for a period of sixty (60) years following the date of initial recording of this Declaration, the written consent of Master Declarant, or its express successors or assignees, unless the right to consent is terminated by written notice.

(c) Severability; Governing Law. The provisions of this Restrictive Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Restrictive Covenant and all rights and obligations created hereby shall

be governed by the laws of the State of Texas. This Restrictive Covenant is performable in Travis County, Texas.

(d) Notices. Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Restrictive Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

(e) Enforcement. The Board or the Master Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Restrictive Covenant.

EXECUTED to be effective the 17 day of March, 2006.

SIGNATURES APPEAR ON FOLLOWING PAGE

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____

Printed Name: Gregory J. Weaver

Title: Senior Vice President

Date: March 17, 2006

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 17 day of March, 2006 by Gregory J. Weaver, Senior Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Kathy S. Nunn
Notary Public
State of Texas
My Commission Expires
APRIL 11, 2008

_____
Notary Public Signature

Exhibit:

A – Description of Property

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT A

Property

15.857 ACRES
MUELLER TRACT 1
ALONG 51ST STREET

Lot 1, Block "C", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas.

[Note: Following additional right of way dedication(s), this tract is anticipated to be approximately 14.1 acres]

14.460 ACRES
MUELLER TRACT 2
ALONG 51ST STREET

Lot 1, Block "B", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas.

19.665 ACRES
MUELLER R.O.W. AREA
(A.K.A. ROW PROPERTY)

FN NO. 03-164(MTH)
NOVEMBER 12, 2003
BPI JOB NO. 1400-01

INTERNAL ROW TRACT SURROUNDING SETON TRACT, TRACT 1, TRACT 2 AND TRACT 3

DESCRIPTION OF A 19.665 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9 AND THE J.P. WALLACE SURVEY NO. 57, SITUATED IN THE CITY OF AUSTIN, BEING A PORTION OF THE TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY THE FOLLOWING DEEDS OF RECORD: VOLUME 665, PAGE 95; VOLUME 430, PAGE 201; VOLUME 680, PAGE 257, AND VOLUME 668, PAGE 396, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 19.665 ACRES ALSO BEING A PORTION OF LOTS 26, 27, 32 AND 33 OF RIDGETOP GARDENS, A SUBDIVISION OF RECORD IN BOOK 3, PAGE 50 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

Heritage Title HT ADI00066 TR 2004238007.082

SAID 19.665 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the existing easterly line of Interstate Highway 35 (R.O.W. Varies) at the southeasterly corner of the intersection of East 51st Street, being within Lot 20 Ridgetop Gardens, a subdivision of record in Book 3, Page 50 of the Plat Records of Travis County, Texas;

THENCE, along the curving easterly right-of-way line of Interstate Highway 35, over and across said Lot 20 and Lot 21 of said Ridgetop Gardens and a portion of the westerly line of the remaining portion of the said City of Austin Tract of record in Volume 665, Page 95, being a non-tangent curve to the left having a radius of 5704.58 feet, a central angle of 04°00'08, an arc length of 398.48 feet and a chord which bears S34°55'52"W, a distance of 398.40 feet to the POINT OF BEGINNING, and the westernmost northwesterly corner hereof;

THENCE, leaving the easterly right-of-way line of Interstate Highway 35, over and across said City of Austin Tract of record in Volume 665, Page 95, Lot 26 of said Ridgetop Gardens, and Lot 2, Ridgetop Gardens 26, a subdivision of record in Book 9, Page 168 of said Plat Records, for a portion of the northerly line hereof, the following four (4) courses and distances:

1) S62°28'52"E, a distance of 1161.77 feet to an angle point;

2) N72°53'09"E, a distance of 21.58 feet to an angle point;

3) N27°31'08"E, a distance of 532.90 feet to an angle point in the interior of said Lot 26;

4) N18°47'57"W, a distance of 24.53 feet to a point in the southerly right-of-way line of East 51st Street (R.O.W. Varies), same being in the interior of said Lot 2, Ridgetop Gardens 26 for the northernmost northwesterly corner hereof;

THENCE, S62°28'52"E, along the southerly right-of-way line of East 51st Street, for a portion of the northerly line hereof, a distance of 128.18 feet to a point in the interior of Lot 27 of said Ridgetop Gardens, for an angle point;

THENCE, leaving the southerly right-of-way line of East 51st Street, over and across said Lot 27, over and across said City of Austin of Tracts of record in Volume 665, Page 95 and Volume 430, Page 201, and over and across Lots 32-A and 32-B of the Resubdivision of the East One-Half of Lot 32 Ridgetop Gardens Subdivision of record in Book 9, Page 98 of the said Plat Records, for a portion of the northerly line hereof, the following seven (7) courses and distances:

1) S72°58'52"W, a distance of 24.47 feet to an angle point;

2) S27°31'08"W, a distance of 532.96 feet to an angle point;

3) S18°53'40"E, a distance of 21.58 feet to an angle point;

Heritage Title HT ADI00066 TR 2004238007.083

4) S62°28'52"E, a distance of 1192.58 feet to an angle point;

5) N72°02'37"E, a distance of 21.81 feet to an angle point;

6) N27°31'08"E, a distance of 532.93 feet to an angle point in the interior of said Lot 32-B;

7) N17°57'24"W, a distance of 23.56 feet to a point in the southerly right-of-way line of East 51st Street, for an angle point in the interior of said Lot 32-B;

THENCE, S62°28'52"E, along the southerly right-of-way line of East 51st Street, over and across said Lot 32-B and Lot 33 of said Ridgetop Gardens, for a portion of the northerly line hereof, a distance of 149.34 feet to a point in the interior of said Lot 33, for the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way line of East 51st Street, over and across said Lot 33 and said City of Austin Tracts of record in Volume 430, Page 201 and Volume 668, Page 396, for the easterly line hereof, the following fifteen (15) courses and distances:

1) S72°02'38"W, a distance of 23.59 feet to an angle point;

2) S27°31'08"W, a distance of 2746.46 feet to the point of curvature of a tangent curve to the left;

3) Along said tangent curve to the left having a radius of 222.00 feet, a central angle of 36°07'49", an arc length of 139.99 feet and a chord which bears S09°27'14"W, a distance of 137.68 feet to the point of tangency;

4) S08°36'41"E, a distance of 65.11 feet to the point of curvature of a tangent curve to the left;

5) Along said tangent curve to the left having a radius of 55.50 feet, a central angle of 90°00'00", an arc length of 87.18 feet and a chord which bears S53°36'41"E, a distance of 78.49 feet to the point of tangency;

6) N81°23'19"E, a distance of 35.50 feet to an angle point;

7) S08°36'41"E, a distance of 84.00 feet to an angle point;

8) S81°23'19"W, a distance of 38.50 feet to the point of curvature of tangent curve to the left;

9) Along said tangent curve to the left having a radius of 85.50 feet, a central angle of 90°00'00", an arc length of 134.30 feet and a chord which bears S36°23'19"W, a distance of 120.92 feet to the point of tangency;

10) S08°36'41"E, a distance of 35.50 feet to an angle point;

11) S81°23'19"W, a distance of 50.00 feet to an angle point;

12) N08°36'41"W, a distance of 34.00 feet to the point of curvature of a non-tangent curve to the left;

13) Along said non-tangent curve to the left having a radius of 75.50 feet, a central angle of 90°00'00", an arc length of 118.60 feet and a chord which bears N53°36'41"W, a distance of 106.77 feet to the point of tangency;

14) S81°23'19"W, a distance of 362.05 feet to a non-tangent curve to the left;

15) Along said non-tangent curve to the left having a radius of 15.50 feet, a central angle of 72°56'05", an arc length of 19.73 feet and a chord which bears S44°55'17"W, a distance of 18.43 feet to a point in the curving northerly right-of-way line of Airport Boulevard (160' R.O.W.), being the southerly line of the remaining portion of said City of Austin Tract of record in Volume 668, Page 396 for the southeasterly corner hereof;

THENCE, along the curving northerly right-of-way line of Airport Boulevard, being the southerly line of said City of Austin remainder Tract of record in Volume 668, Page 396, for the southerly line hereof, being a non-tangent curve left having a radius of 1989.88 feet, a central angle of 03°52'57", an arc length of 134.84 feet and a chord which bears N33°28'41"W, a distance of 134.82 feet to the southwesterly corner hereof;

THENCE, leaving the northerly right-of-way line of Airport Boulevard, over and across said City of Austin Tract of record in Volume 668, Page 396; Volume 430, Page 201; Volume 680, Page 257 and Volume 665, Page 95, for the irregular westerly line hereof, the following twenty-one (21) courses and distances:

1) Along a non-tangent curve to the left having a radius of 65.50 feet, a central angle of 21°02'04", an arc length of 24.05 feet and a chord which bears S88°05'39"E, a distance of 23.91 feet to the point of tangency;

2) N81°23'19"E, a distance of 407.04 feet to the point of curvature of tangent curve to the left;

3) Along said tangent curve to the left having a radius of 45.50 feet, a central angle of 90°00'00", an arc length of 71.47 feet and a chord which bears N36°23'19"E, a distance of 64.35 feet to the point of tangency;

4) N08°36'41"W, a distance of 63.61 feet to the point of curvature of a tangent curve to the right;

5) Along said tangent curve to the right having a radius of 338.00 feet, a central angle of 36°07'49", an arc length of 213.14 feet and a chord which bears N09°27'14"E, a distance of 209.63 feet to the point of tangency;

6) N27°31'08"E, a distance of 869.43 feet to an angle point;

7) N21°18'09"W, a distance of 8.87 feet to an angle point;

8) N62°28'52"W, a distance of 738.09 feet to the point of curvature of a tangent curve to the right;

9) Along said tangent curve to the right having a radius of 450.00 feet, a central angle of 38°34'45", an arc length of 303.00 feet and a chord which bears N43°11'30"W, a distance of 297.31 feet to the point of reverse curvature;

10) Along said reverse curve to the left having a radius of 756.00 feet, a central angle of 26°01'33", an arc length of 343.40 feet and a chord which bears N36°54'54"W, a distance of 340.46 feet to the point of tangency;

11) N40°04'19"E, a distance of 60.00 feet to an angle point;

12) N74°47'53"E, a distance of 26.50 feet to an angle point;

13) N27°31'08"E, a distance of 883.11 feet to an angle point;

14) N24°25'18"W, a distance of 40.89 feet to an angle point;

15) S62°28'52"E, a distance of 92.19 feet to an angle point;

16) S27°31'08"W, a distance of 948.26 feet to the point of curvature of a non-tangent curve to the right;

17) Along said non-tangent curve to the right having a radius of 816.00 feet, a central angle of 20°14'04", an arc length of 288.18 feet, and a chord which bears S34°01'09"E, a distance of 286.68 feet to the point of reverse curvature;

18) Along said reverse curve to the left having a radius of 390.00 feet, a central angle of 38°34'44", an arc length of 262.60 feet and a chord which bears S43°11'29"E, a distance of 257.67 feet to the point of tangency;

19) S62°28'52"E, a distance of 744.77 feet to an angle point;

20) N27°31'08"E, a distance of 1170.00 feet to an angle point;

Heritage Title HT ADI00066 TR 2004238007.086

21) N62°28'52"W, a distance of 2501.67 feet to a point in the curving easterly right-of-way line of Interstate Highway 35, being the westerly line of said City of Austin remainder Tract of record in Volume 665, Page 95;

THENCE, along the easterly right-of-way line of Interstate Highway 35, being the westerly line of said City of Austin remainder Tract of record in Volume 665, Page 95, being along a non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 00°56'15", an arc length of 93.35 feet and a chord which bears N32°27'41"E, a distance of 93.34 feet to the POINT Of BEGINNING, containing an area of 19.665 acres (856,626 sq. ft.) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS:
The Basis of Bearings is provided by the City of Austin GPS sub-harn data and is referenced to the NAD 83/93 Harn horizontal control datum Texas State Plane Coordinate System, Central Zone and NAVD 88 vertical control datum.

32.212 ACRES
MUELLER SETON TRACT

FN NO. 03-164(MTH)
JULY 15, 2003
BPI JOB NO. 1400-01

Lot 1, Block "A", MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200400079 of the Official Public Records of Travis County, Texas, as more particularly described as follows:

A 32.212 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY, SITUATED IN THE CITY OF AUSTIN, BEING A PORTION OF THE TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY THE FOLLOWING DEEDS OF RECORD: VOLUME 665, PAGE 95; VOLUME 430, PAGE 201, AND VOLUME 680, PAGE 257, ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 32.212 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a concrete monument found at the southeasterly corner of the intersection of existing southerly line of East 51st Street (R.O.W. Varies) and the existing easterly line of Interstate Highway 35 (R.O.W. Varies), being within Lot 20 Ridgetop Gardens, a subdivision of record in Book 3, Page 50 of the Plat Records of Travis County, Texas;

THENCE, leaving the easterly right-of-way line of Interstate Highway 35, along the existing southerly right-of-way line of East 51st Street, being over and across Lots 20 and Lots 22-26 (inclusive) of said Ridgetop Gardens, the following three (3) courses and distances:

Heritage Title RT ADI00066 TR 2004238007.087

1) Along a curve to the left having a radius of 1213.92 feet, a central angle of 08°31'38", an arc length of 180.67 feet and a chord which bears S 67°24'07" E, a distance of 180.50 feet to a concrete monument found at the point of compound curvature;

2) Along said compound curve to the left having a radius of 588.56 feet, a central angle of 09°08'18", an arc length of 93.87 feet and a chord which bears S 67°14'54" E, a distance of 93.77 feet to a 1/2 inch iron rod with cap found at the end of said compound curve;

3) S 62°28'52" E, a distance of 791.14 feet to a point in the northerly line of said Lot 26;

THENCE, S 27°31'08" W, leaving the existing southerly right-of-way line of East 51st Street, over and across said Lot 26 and said City of Austin Tract conveyed in Volume 665, Page 95, a distance of 658.00 feet to a 1/2 inch iron rod with cap set for the POINT OF BEGINNING, and the northwesterly corner hereof;

THENCE, continuing over and across said City of Austin Tracts, for the northerly, easterly, southerly and westerly lines hereof, the following nine (9) courses and distances:

1) S 62°28'52" E, a distance of 1240.00 feet to a PK Nail with cap set for the northeasterly corner hereof;

2) S 27°31'08" W, a distance of 1170.00 feet to a PK Nail with cap set for the southeasterly corner hereof, from which an iron pipe found in the northerly right-of-way line of Airport Boulevard (R.O.W. Varies), being the southwesterly corner of that certain City of Austin Tract of record in Volume 668, Page 396, same being the southeasterly corner of that certain tract of land conveyed to James Bascom Giles, et ux from the City of Austin by deed of record in Volume 773, Page 477 of said Deed Records bears S 56°31'13" W, a distance of 1518.70 feet;

3) N 62°28'52" W, a distance of 744.77 feet to a 1/2 inch iron rod with cap set a the point of curvature of a tangent curve to the right;

4) Along said tangent curve to the right having a radius of 390.00 feet, a central angle of 38°34'44", an arc length of 262.60 feet and a chord which bears N 43°11'29" W, a distance of 257.67 feet to a 1/2 inch iron rod with cap set at the point of compound curvature to the left;

5) Along said compound curve to the left having a radius of 816.00 feet, a central angle of 20°14'04", an arc length of 288.18 feet and a chord which bears N 34°01'09" W, a distance of 286.68 feet to a 1/2 inch iron rod with cap set at the end of said compound curve for the southwesterly corner hereof;

6) N 27°31'08" E, a distance of 948.26 feet to the POINT OF BEGINNING, containing an area of 32.212 acres (1,403,134 sq. ft.) of land, more or less, within these metes and bounds.

BASIS OF BEARINGS:
The Basis of Bearings is provided by the City of Austin GPS sub-harn data and is referenced to the NAD 83/93 Harn horizontal control datum Texas State Plane Coordinate System, Central Zone and NAVD 88 vertical control datum.

59.629 ACRES
MUELLER TRACT 3
IH 35 ALONG DELWOOD

FN NO. 04-310(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 59.629 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9 AND THE J.P. WALLACE SURVEY NO. 57, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEEDS OF RECORD IN VOLUME 430, PAGE 201; VOLUME 694, PAGE 149; VOLUME 842, PAGE 485; VOLUME 2206, PAGE 347; VOLUME 776, PAGE 621; VOLUME 680, PAGE 257; VOLUME 665, PAGE 95 AND VOLUME 668, PAGE 396 ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 59.629 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron pipe found in the curving easterly line of Airport Boulevard (160' R.O.W.), being the southeasterly corner of Lot 4, Block "N" Delwood Section Two, a subdivision of record in Volume 4, Page 282A of the Plat Records of Travis County, Texas, for the southernmost southwesterly corner hereof;

THENCE, along the easterly lines of Lots 4-14, Block "N" of said Delwood Section Two, the easterly lines of Lots 1-12 and Lots 14-20, Block "H" of said Delwood Section Two, the easterly lines of Lots 16-22, Block "G" of said Delwood Section Two, the northerly line of that certain 0.275 acre tract of land conveyed to Bruce C. Davis by deed of record in Volume 6203, Page 463 of said Deed Records and the northerly line of Lot 1, Emerald Oaks Addition, a subdivision of record in Volume 82, Page 58 of said Plat Records, for the southwesterly line hereof, the following eleven (11) courses and distances:

1) N27°18'32"E, a distance of 737.72 feet to a 1/2 inch iron rod with cap found for an angle point in the easterly line of said Lot 12, Block "N";

2) N07°18'29"W, a distance of 6.34 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lots 12 and 13, Block "N";

3) N32°25'25"W, a distance of 115.25 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lots 13 and 14, Block "N";

Heritage Title HT ADI00066 TR 2004238007.089

4) N49°28'41"W, a distance of 102.02 feet to a 1/2 inch iron pipe found at the common easterly corner of said Lot 14, Block "N" and said Lot 20, Block "H";

5) N61°29'40"W, a distance of 332.59 feet to a 1 inch iron pipe found at the northwesterly corner of said Lot 15, Block "H", being the northeasterly corner of said Lot 14, Block "H" and the southeasterly corner of said Lot 12, Block "H", for an angle point hereof;

6) N44°18'34"E, a distance of 112.31 feet to a 1/2 inch iron rod found at the common easterly corner of said Lots 10 and 11, Block "H";

7) N30°44'12"E, a distance of 87.52 feet to a 1/2 inch iron rod found at the common easterly corner of said Lots 9 and 10, Block "H";

8) N17°16'12"E, a distance of 92.63 feet to 1/2 inch iron rod found in the southerly line of said Lot 8, Block "H", being the northeasterly corner of said Lot 9, Block "H";

9) S88°01'02"E, a distance of 106.10 feet to a 1/2 inch iron rod found at the northeasterly corner of said Lot 8, Block "H";

10) N39°56'52"W, a distance of 1025.58 feet to a 1 inch iron pipe found in the easterly line of said Lot 17, Block "G";

11) N62°30'49"W, a distance of 445.22 feet to a 1/2 inch iron rod found in the easterly line of Interstate Highway 35 (R.O.W. varies), being the northwesterly corner of said Lot 1, Emerald Oaks Addition, for the southwesterly corner hereof;

THENCE, along the easterly line of Interstate Highway 35, being the westerly line hereof, the following four (4) courses and distances:

1) N27°49'52"E, a distance of 122.57 feet to a 1-1/2 inch iron rod found for the point of curvature of a non-tangent curve to the right;

2) Along said non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 04°00'11", an arc length of 398.57 feet and a chord which bears N29°49'54"E, a distance of 398.49 feet to a 1 inch iron bolt found for the end of said curve;

3) N31°48'31"E, a distance of 406.45 feet to a 1/2 inch iron rod with cap found for the point of curvature of a non-tangent curve to the right;

4) Along said non-tangent curve to the right having a radius of 5704.58 feet, a central angle of 00°11'05", an arc length of 18.40 feet and a chord which bears N31°54'00"E, a distance of 18.40 feet to a 1/2 inch iron rod with cap set in the easterly line of Barbara Jordan Boulevard, a 93 foot wide dedicated right-of-way by Mueller Section 1 Phase A Subdivision, a subdivision of record in Document No. 200400079 of the Official Public Records of Travis County, Texas and also being the westernmost southwesterly corner of that certain 19.665 acre tract of land conveyed to Catellus Austin, LLC. by deed of record

in Document No. 2003285270 of said Official Public Records, for the northwesterly corner hereof;

THENCE, leaving the easterly line of Interstate Highway 35, along the southerly and irregular westerly lines of said 19.665 acre tract, being the southerly and irregular westerly lines of said Mueller Section 1 Phase A Subdivision, for the northerly and irregular easterly lines hereof, the following fifteen (15) courses and distances:

1) S62°28'52"E, a distance of 1169.48 feet to a 1/2 inch iron rod with cap set;

2) S24°25'18"E, a distance of 40.89 feet to a 1/2 inch iron rod with cap set;

3) S27°31'08"W, a distance of 883.11 feet to a 1/2 inch iron rod with cap set;

4) S74°47'53"W, a distance of 26.50 feet to a 1/2 inch iron rod with cap set;

5) S40°04'19"W, a distance of 60.00 feet to a 1/2 inch iron rod with cap set for the point of curvature of a non-tangent curve to the right;

6) Along said non-tangent curve to the right having a radius of 756.00 feet, a central angle of 26°01'33", an arc length of 343.40 feet and a chord which bears S36°54'54"E, a distance of 340.46 feet to a 1/2 inch iron rod with cap set for the point of curvature of a reverse curve to the left;

7) Along said reverse curve to the left having a radius of 450.00 feet, a central angle of 38°34'45", an arc length of 303.00 feet and a chord which bears S43°11'30"E, a distance of 297.31 feet to a 1/2 inch iron rod with cap set for the end of said curve;

8) S62°28'52"E, a distance of 738.09 feet to a 1/2 inch iron rod with cap set;

9) S21°18'09"E, a distance of 8.87 feet to a 1/2 inch iron rod with cap set;

10) S27°31'08"W, a distance of 869.43 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the left;

11) Along said tangent curve to the left having a radius of 338.00 feet, a central angle of 36°07'49", an arc length of 213.14 feet and a chord which bears S09°27'14"W, a distance of 209.63 feet to a 1/2 inch iron rod with cap set for the end of said curve;

12) S08°36'41"E, a distance of 63.61 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

13) Along said tangent curve to the right having a radius of 45.50 feet, a central angle of 90°00'00", an arc length of 71.47 feet and a chord which bears S36°23'19"W, a distance of 64.35 feet to a 1/2 inch iron rod with cap set for the end of said curve;

14) S81°23'19"W, a distance of 407.04 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

15) Along said tangent curve to the right having a radius of 65.50 feet, a central angle of 21°02'04", an arc length of 24.05 feet and a chord which bears N88°05'39"W, a distance of 23.91 feet to a 1/2 inch iron rod with cap set in the curving easterly line of Airport Boulevard, being the southernmost southeasterly corner of said 19.665 acre tract, for the southeasterly corner hereof;

THENCE, along the curving easterly line of Airport Boulevard, being the southerly line hereof, along a non-tangent curve to the left having a radius of 1989.88 feet, a central angle of 14°40'44", an arc length of 509.79 feet and a chord which bears N42°45'31"W, a distance of 508.40 feet to the **POINT Of BEGINNING,** containing an area of 59.629 acres (2,597,450 sq. ft.) of land, more or less, within these metes and bounds.

515.591 ACRES
MUELLER TRACT 4

FN NO. 04-408(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 515.591 ACRE TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY NO. 9, THE J.P. WALLACE SURVEY NO. 57, THE JOSEPH BURLESON SURVEY, THE HENRY WARNELL SURVEY AND THE J.C. HARRELSON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING OUT OF THE FOLLOWING TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN IN THE FOLLOWING FIFTY-TWO (52) INSTRUMENTS OF RECORD IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS:

VOLUME 428, PAGE 242; VOLUME 428, PAGE 244; VOLUME 428, PAGE 245; VOLUME 430, PAGE 201, VOLUME 621, PAGE 31; VOLUME 651, PAGE 526; VOLUME 668, PAGE 396; VOLUME 681, PAGE 293; VOLUME 682, PAGE 289; VOLUME 2773, PAGE 8; VOLUME 2884, PAGE 462; VOLUME 2884, PAGE 469; VOLUME 2940, PAGE 2385; VOLUME 3063, PAGE 510; VOLUME 2992, PAGE 2172; VOLUME 3948, PAGE 320; VOLUME 2012, PAGE 421; VOLUME 1947, PAGE 78; VOLUME 1964, PAGE 397; VOLUME 1950, PAGE 94; VOLUME 1946, PAGE 385; VOLUME 1949, PAGE 332; VOLUME 1872, PAGE 131; VOLUME 1994, PAGE 238; VOLUME 1959, PAGE 430; VOLUME 2054, PAGE 266; VOLUME 2171, PAGE 381; VOLUME 2178, PAGE 344; VOLUME 2692, PAGE 463; VOLUME 3330, PAGE 1266; VOLUME 2172, PAGE 123; VOLUME 1688, PAGE 23; VOLUME 1698, PAGE 280; VOLUME 1707, PAGE 310; VOLUME 1698, PAGE 382; VOLUME 1700, PAGE 301; VOLUME 2539, PAGE 103; VOLUME 1714, PAGE 171; VOLUME 1714, PAGE 156; VOLUME 1714, PAGE 167; VOLUME 1714, PAGE 164;

Heritage Title HT ADI00066 TR 2004238007.092

VOLUME 1699, PAGE 163; VOLUME 2394, PAGE 263; VOLUME 2388, PAGE 303; VOLUME 1714, PAGE 505; VOLUME 1814, PAGE 174; VOLUME 2388, PAGE 268; VOLUME 2171, PAGE 358; VOLUME 2927, PAGE 65; VOLUME 2211, PAGE 314; VOLUME 2518, PAGE 288; AND VOLUME 3637, PAGE 1979; AND ALSO BEING OUT OF PORTIONS OF THE FOLLOWING STREETS VACATED BY THE CITY OF AUSTIN: OLD MANOR ROAD (ORDINANCE NO. 570502-B); KLEBERG LANE (ORDINANCE NO. 570509-B); OLD MANOR ROAD (ORDINANCE NO. 580410-D); OLD MANOR ROAD AND NOLEN STREET (ORDINANCE NO. 610105-A); LOVELL DRIVE (ORDINANCE NO. 880414-E); WARWICK DRIVE; OLD MANOR ROAD (VOLUME 10942, PAGE 1004); LOVELL DRIVE (ORDINANCE NO. 791011-K, VOLUME 6776, PAGE 2043); NOLEN STREET (FILE NO. V 15-1215) AND OUT OF A PORTION OF LOVELL LANE, WARWICK DRIVE AND NOLEN STREET; AND ALSO BEING OUT OF A PORTION OF LOTS 33-39, RIDGETOP GARDENS, OF RECORD IN BOOK 3, PAGE 50, OF LOTS 1–8, S.R. NOLEN SUBDIVISION, OF RECORD IN BOOK 3, PAGE 144, THE REMAINDER OF BLOCKS "A" AND "E" AND ALL OF BLOCK "D", DEVONSHIRE PARK, OF RECORD IN BOOK 6, PAGE 128, OF LOTS 1-5, BLOCK "A", LOTS 1-3, BLOCK "B" AND LOTS 1-8, BLOCK "F", DEVONSHIRE PARK SECTION ONE RESUBDIVISION, OF RECORD IN BOOK 9, PAGE 40 AND OF LOTS 1-5, BLOCK "C" AND LOTS 23 AND 24, BLOCK "F", DEVONSHIRE PARK SECTION TWO, OF RECORD IN BOOK 14, PAGE 56, ALL OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

SAID 515.591 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap set in the southerly line of East 51st Street (90' R.O.W.), being the northeasterly corner of that certain 19.665 acre tract of land conveyed to Catellus Austin, LLC. by deed of record in Document No. 2003285270 of the Official Public Records of Travis County, Texas, for the northwesterly corner hereof;

THENCE, along the southerly line of East 51st Street, over and across Lots 33-39 of said Ridgetop Gardens, being over and across said City of Austin tracts of record in Volume 2773, Page 8, Volume 2884, Page 462, Volume 2884, Page 469, Volume 2940, Page 2385, Volume 3063, Page 510, Volume 2992, Page 2172, Volume 621, Page 31 and Volume 428, Page 245, for the most northerly line hereof, the following eight (8) courses and distances:

1) S62°28'52"E, a distance of 502.02 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

2) Along said non-tangent curve to the left having a radius of 1702.35 feet, a central angle of 06°13'00", an arc length of 184.71 feet and a chord which bears S66°07'07"E, a distance of 184.62 feet to a 1/2 inch iron rod with cap found for the end of said curve;

3) S68°43'22"E, a distance of 73.30 feet to a 1 inch iron bolt found for the point of curvature of a non-tangent curve to the right;

4) Along said non-tangent curve to the right having a radius of 1330.45 feet, a central angle of 08°18'52", an arc length of 193.07 feet and a chord which bears S64°32'56"E, a distance of 192.90 feet to a 1/2 inch iron rod found for the end of said curve;

5) S60°20'26"E, a distance of 147.97 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

6) Along said non-tangent curve to the right having a radius of 910.36 feet, a central angle of 25°35'26", an arc length of 406.60 feet and a chord which bears S47°40'24"E, a distance of 403.23 feet to a 1/2 inch iron rod found for the end of said curve;

7) S34°54'27"E, a distance of 106.67 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

8) Along said non-tangent curve to the left having a radius of 1000.23 feet, a central angle of 14°00'56", an arc length of 244.68 feet and a chord which bears S41°51'29"E, a distance of 244.07 feet to a 1/2 inch iron rod with cap set for the northernmost northeasterly corner hereof;

THENCE, leaving the southerly line of East 51st Street, continuing over and across said City of Austin tract of record in Volume 428, Page 245, for a portion of the northerly line hereof, the following nine (9) courses and distances:

1) S41°08'03"W, a distance of 393.66 feet to a 1/2 inch iron rod with cap set for an angle point;

2) S03°00'00"E, a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;

3) N87°00'00"E, a distance of 521.40 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

4) Along said tangent curve to the right having a radius of 120.00 feet, a central angle of 45°19'09", an arc length of 94.92 feet and a chord which bears S70°20'25"E, a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;

5) S47°40'51"E, a distance of 393.70 feet to a 1/2 inch iron rod with cap set for an angle point;

6) S42°04'53"W, a distance of 259.62 feet to a 1/2 inch iron rod with cap set for an angle point;

7) S48°09'29"E, a distance of 631.60 feet to a 1/2 inch iron rod with cap set for an angle point;

Heritage Title HT ADI00066 TR 2004238007.094

8) N42°17'44"E, a distance of 278.81 feet to a 1/2 inch iron rod with cap found for an angle point;

9) S42°54'23"E, a distance of 455.28 feet to a cut "X" found in concrete in the westerly line of that certain tract of land conveyed to the State of Texas by deed of record in Document No. 2000151986 of Official Public Records, being the easterly line of said City of Austin tract of record in Volume 428, Page 245, for an angle point hereof;

THENCE, S26°33'20"W, along a portion of the easterly line of said City of Austin tract of record in Volume 428, Page 245, being a portion of the westerly line of said State of Texas tract of record in Document No. 2000151986, a distance of 26.13 feet to a punch hole found in concrete being an angle point in the easterly line of said City of Austin tract of record in Volume 428, Page 245 and the westernmost southwesterly corner of said State of Texas tract of record in Document No. 2000151986 for an angle point hereof;

THENCE, along the common line of said City of Austin tract of record in Volume 428, Page 245 and said State of Texas tract of record in Document No. 2000151986, for a portion of the northerly line hereof, the following two (2) courses and distances:

1) S57°42'29"E, a distance of 41.78 feet to a 3/8 inch iron pipe found for an angle point;

2) S28°33'02"W, a distance of 127.11 feet to a 1/2 inch iron rod found in the westerly line of that vacated portion of Old Manor Road by City of Austin Ordinance No. 880414-D of record in Volume 10942, Page 997 of said Real Property Records, for an angle point;

THENCE, S47°23'12"W, continuing along the common line of said City of Austin tract of record in Volume 428, Page 245 and said State of Texas tract of record in Document No. 2000151986, being the westerly line of said vacated portion of Old Manor Road by City of Austin Ordinance No. 880414-D, a distance of 104.60 feet to a 1/2 inch iron rod found at the southernmost southwesterly corner of said State of Texas tract of record in Document No. 2000151986, being the southwesterly corner of said vacated portion of Old Manor Road in Ordinance No. 880414-D, being the northwesterly corner of said vacated portion of Old Manor Road by Ordinance No. 880414-E of record in Volume 10942, Page 1004 of said Real Property Records, for an angle point hereof;

THENCE, S74°23'59"E, along the southerly line of said State of Texas tract of record in Document No. 2000151986, being the northerly line of said vacated portion of Old Manor Road in Volume 10942, Page 1004 and the southerly line of said vacated portion of Old Manor Road of record in Volume 10942, Page 997, for a portion of the northerly line hereof, a distance of 112.05 feet to a 1/2 inch iron rod found at the northeasterly corner of said vacated portion of Old Manor Road of record in Volume 10942, Page 1004, being the southeasterly corner of said vacated portion of Old Manor Road of record in Volume 10942, Page 997 and also being the northwesterly corner of said Lot 1, Block "A" Devonshire Park Section One Resubdivision;

THENCE, S62°09'12"E, along the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the northerly line of said Block "A" Devonshire Park Section One Resubdivision, being the southerly line of said State of Texas tract of record in Document No. 2000151986, a distance of 271.80 feet to a 1/2 inch iron rod found at the northwesterly corner of that certain 0.293 acre tract of land conveyed to the State of Texas by deed of record in Document No. 2000151987 of said Official Public Records;

THENCE, along the westerly and southerly lines of said 0.293 acre State of Texas tract, over and across said City of Austin tract of record in Volume 2539, Page 103, over and across said vacated portion of Warwick Drive of record in Volume 10942, Page 1004 and over and across said Block "A" and "B" Devonshire Park Section One Resubdivision, for a portion of the northerly line hereof, the following three (3) courses and distances:

1) S02°54'55"E, a distance of 183.39 feet to a cotton spindle found for an angle point;

2) N87°04'57"E, a distance of 53.72 feet to a cotton spindle found for the point of curvature of a non-tangent curve to the right;

3) Along said non-tangent curve to the right having a radius of 660.00 feet, a central angle of 02°16'57", an arc length of 26.29 feet and a chord which bears N88°10'51"E, a distance of 26.29 feet to a cotton spindle found at the southeasterly corner of said 0.293 acre State of Texas tract, being the southwesterly corner of that certain 0.349 acre tract of land conveyed to the State of Texas by deed of record in Document No. 2000151987 of said Official Public Records;

THENCE, continuing over and across said City of Austin tract of record in Volume 2539, Page 103, along the southerly and easterly lines of said 0.349 acre State of Texas tract, for a portion of the northerly line hereof, the following two (2) courses and distances:

1) Along a curve to the right having a radius of 660.00 feet, a central angle of 12°40'31", an arc length of 146.01 feet and a chord which bears S84°20'06"E, a distance of 145.71 feet to a cut "X" found in concrete at the southeasterly corner of said 0.349 acre State of Texas tract, for an angle point hereof;

2) N12°09'29"E, a distance of 64.44 feet to a 1/2 inch iron rod found in the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the northeasterly corner of said 0.349 acre State of Texas tract and the southwesterly corner of that certain tract of land conveyed to the Carter Family Partnership by deed of record in Volume 11359, Page 163 of said Real Property Records and also being the southeasterly corner of said State of Texas tract of record in Document No. 2000151986, for an angle point hereof;

THENCE, S62°21'20"E, along the northerly line of said City of Austin tract of record in Volume 2539, Page 103, being the southerly line of said Carter Family Partnership tract, for a portion of the northerly line hereof, a distance of 940.56 feet to a point in the curving westerly

line of Manor Road (80' R.O.W.), being the northeasterly corner of said City of Austin tract of record in Volume 2539, Page 103 and the southeasterly corner of said Carter Family Partnership tract, for the easternmost northeasterly corner hereof;

THENCE, along the westerly line of Manor Road, being the easterly line of said City of Austin tract of record in Volume 2539, Page 103, for a portion of the easterly line hereof, along a curve to the left having a radius of 757.02 feet, a central angle of 10°09'02", an arc length of 134.12 feet and a chord which bears S03°43'49"W, a distance of 133.94 feet to a 1/2 inch iron rod with cap found for the end of said curve;

THENCE, S01°21'12"E, continuing along the westerly line of Manor Road, in part the easterly line of said City of Austin tract of record in Volume 2539, Page 103 and in part along the easterly line of said Block "C", Devonshire Park Section Two and in part along the easterly line of said vacated portion of Lovell Drive of record in Ordinance No. 791011-K, and in part with the easterly line of said Block "F", Devonshire Park Section Two and over and across said City of Austin tract of record in Volume 1698, Page 382, a distance of 903.24 feet to a 1/2 inch iron rod with cap found for the point of curvature of a non-tangent curve to the right;

THENCE, continuing along the westerly line of Manor Road, over and across said City of Austin tracts of record in Volume 1698, Page 382, Volume 1814, Page 174, Volume 1714, Page 505 and said portion of vacated Kleberg Lane of record in Ordinance No. 570509-B, in part along the easterly lines of said City of Austin tracts of record in Volume 2927, Page 65, Volume 2178, Page 344, Volume 2171, Page 381, Volume 2692, Page 463 and Volume 2927, Page 65 and in part along the southeasterly line of said vacated portion of Old Manor Road of record in Ordinance No. 610105-A, for a portion of the easterly line hereof, the following seven (7) courses and distances:

1) Along a non-tangent curve to the right having a radius of 762.43 feet, a central angle of 111°22'08", an arc length of 1481.97 feet and a chord which bears S54°20'59"W, a distance of 1259.45 feet to a 1/2 inch iron rod with cap found for the end of said curve;

2) N69°58'23"W, a distance of 241.22 feet to a 1 inch bolt found for the point of curvature of a non-tangent curve to the left;

3) Along said non-tangent curve to the left having a radius of 1472.70 feet, a central angle of 51°30'54", an arc length of 1324.11 feet and a chord which bears S84°17'42"W, a distance of 1279.96 feet to a 1/2 inch iron rod found for the end of said curve;

4) S58°32'03"W, a distance of 1053.37 feet to a 1/2 inch iron rod found for an angle point;

5) S58°39'53"W, a distance of 54.14 feet to a 1/2 inch iron rod found for an angle point;

6) S49°31'01"W, a distance of 261.13 feet to a 1 inch bolt found for an angle point;

7) S49°28'18"W, a distance of 72.03 feet to a 1/2 inch iron rod found at the intersection of the westerly line of Manor Road with the northerly line of Anchor Lane (50' R.O.W.), for the southernmost southeasterly corner hereof;

THENCE, along the northerly line of Anchor Lane, being the southerly line of said City of Austin tracts of record in Volume 2211, Page 314, Volume 2927, Page 65 and Volume 682, Page 289, being in part the northerly line of vacated Ease 38 1/2 Street of record in Ordinance R, Page 249 and in part the northerly lines of Lots 1 and 2, Block "E" Manor Hill, a subdivision of record in Book 8, Page 10 of said Plat Records, for the most southerly line hereof, the following two (2) courses and distances:

1) N63°09'44"W, a distance of 1027.86 feet to a hilti nail found for an angle point;

2) N63°11'58"W, a distance of 1049.66 feet to a 1/2 inch iron rod found at the intersection of the northerly line of Anchor Lane with the easterly line of Airport Boulevard (160' R.O.W.), for the southwesterly corner hereof;

THENCE, along the easterly line of Airport Boulevard, being the westerly lines of said City of Austin tract of record in Volume 682, Page 289 and over and across said City of Austin tract of record in Volume 668, Page 396, for the southwesterly line hereof, the following two (2) courses and distances:

1) N07°42'43"W, a distance of 1926.44 feet to a 1/2 inch iron pipe found for the point of curvature of a non-tangent curve to the left;

2) Along said non-tangent curve to the left having a radius of 1989.88 feet, a central angle of 23°44'16", an arc length of 824.41 feet and a chord which bears N19°40'05"W, a distance of 818.53 feet to a 1/2 inch iron rod with cap set for the southernmost southeasterly corner of said 19.665 acre Catellus Austin, LLC. tract, for an angle point hereof;

THENCE, leaving the easterly line of Airport Boulevard, being the easterly line of said 19.665 acre Catellus Austin, LLC. tract, for the westerly line hereof, the following fifteen (15) courses and distances:

1) Along a curve to the right having a radius of 15.50 feet, a central angle of 72°56'05", an arc length of 19.73 feet and a chord which bears N44°55'17"E, a distance of 18.43 feet to a 1/2 inch iron rod with cap set for the end of said curve;

2) N81°23'19"E, a distance of 362.05 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

3) Along said tangent curve to the right having a radius of 75.50 feet, a central angle of 90°00'00", an arc length of 118.60 feet and a chord which bears S53°36'41"E, a distance of 106.77 feet to a 1/2 inch iron rod with cap set for the end of said curve;

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4) S08°36'41"E, a distance of 34.00 feet to a 1/2 inch iron rod with cap set for an angle point;

5) N81°23'19"E, a distance of 50.00 feet to a 1/2 inch iron rod with cap set for an angle point;

6) N08°36'41"W, a distance of 35.50 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

7) Along said tangent curve to the right having a radius of 85.50 feet, a central angle of 90°00'00", an arc length of 134.30 feet and a chord which bears N36°23'19"E, a distance of 120.92 feet to a 1/2 inch iron rod with cap set for the end of said curve;

8) N81°23'19"E, a distance of 38.50 feet to a 1/2 inch iron rod with cap set for an angle point;

9) N08°36'41"W, a distance of 84.00 feet to a 1/2 inch iron rod with cap set for an angle point;

10) S81°23'19"W, a distance of 35.50 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

11) Along said tangent curve to the right having a radius of 55.50 feet, a central angle of 90°00'00", an arc length of 87.18 feet and a chord which bears N53°36'41"W, a distance of 78.49 feet to a 1/2 inch iron rod with cap set for the end of said curve;

12) N08°36'41"W, a distance of 65.11 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the right;

13) Along said tangent curve to the right having a radius of 222.00 feet, a central angle of 36°07'49", an arc length of 139.99 feet and a chord which bears N09°27'14"E, a distance of 137.68 feet to a 1/2 inch iron rod with cap set for the end of said curve;

14) N27°31'08"E, a distance of 2746.46 feet to a 1/2 inch iron rod with cap set for an angle point;

15) N72°02'38"E, a distance of 23.59 feet to the **POINT OF BEGINNING**, containing an area of 515.591 acres (22,459,129 sq. ft.) of land, more or less, within these metes and bounds.

Heritage Title HT ADI00066 TR 2004238007.099

21.238 ACRES
MUELLER TRACT 5
FILM SOCIETY PROPERTY

FN NO. 04-407(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 21.238 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEEDS OF RECORD IN VOLUME 621, PAGE 31 AND VOLUME 428, PAGE 245 BOTH OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 21.238 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found in the curving southerly line of East 51st Street (R.O.W. varies), being the southwesterly corner of the westerly terminus of a portion of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981 and the southwesterly corner of Lot 1, FVMF Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas;

THENCE, S62°29'38"E, leaving the southerly line of East 51st Street, over and across said City of Austin tract, along the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1 and also being a portion of the northerly line hereof, a distance of 328.97 feet to a 1/2 inch iron rod with cap set for the northeasterly corner hereof;

THENCE, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tracts, for the easterly, southerly and westerly lines hereof, the following six (6) courses and distances:

1) S42°04'53"W, a distance of 816.39 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;

2) N47°40'51"W, a distance of 393.70 feet to a 1/2 inch iron rod with cap set for the point of curvature of a tangent curve to the left;

3) Along said tangent curve to the left having a radius of 120.00 feet, a central angle of 45°19'09", an arc length of 94.92 feet and a chord which bears N70°20'25"W, a distance of 92.46 feet to a 1/2 inch iron rod with cap set for the end of said curve;

Heritage Title HT ADI00066 TR 2004238007.100

4) S87°00'00"W, a distance of 521.40 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

5) N03°00'00"W, a distance of 602.27 feet to a 1/2 inch iron rod with cap set for an angle point;

6) N41°08'03"E, a distance of 393.66 feet to a 1/2 inch iron rod with cap set in the curving southerly line of East 51st Street, for the northwesterly corner hereof;

THENCE, along the southerly line of East 51st Street, being a portion of the northerly line hereof, the following three (3) courses and distances:

1) Along a non-tangent curve to the left having a radius of 1000.23 feet, a central angle of 17°43'33", an arc length of 309.44 feet and a chord which bears S57°43'43"E, a distance of 308.21 feet to a 1/2 inch iron rod found for the end of said curve;

2) S66°37'37"E, a distance of 366.27 feet to a 1/2 inch iron rod found for the point of curvature of a non-tangent curve to the left;

3) Along said non-tangent curve to the left having a radius of 1477.39 feet, a central angle of 13°23'28", an arc length of 345.30 feet and a chord which bears S73°16'55"E, a distance of 344.51 feet to the **POINT Of BEGINNING,** containing an area of 21.238 acres (925,134 sq. ft.) of land, more or less, within these metes and bounds.

16.839 ACRES
MUELLER TRACT 6
NATIONAL GUARD PROPERTY

FN NO. 04-312(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 16.839 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 428, PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 16.839 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a spike nail found in the southerly line of vacated Old 51st Street by City Ordinance No. 810129-K dated January 29, 1981, being the southerly line of Lot 1, FVMF

Heritage Title HT ADI00066 TR 2004238007.101

Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas and also being a point in the westerly line of that certain 13.94 acre lease to the 911 Emergency Management Center, for the northeasterly corner hereof;

THENCE, S42°17'44"W, leaving the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, over and across said City of Austin tract, along a portion of the westerly line of said 13.94 acre lease tract, passing at a distance of 960.00 feet a 1/2 inch iron rod with cap found for the southwesterly corner of said 13.94 acre lease tract and continuing for a total distance of 1238.81 feet to a 1/2 inch iron rod with cap set for the southeasterly corner hereof;

THENCE, continuing over and across said City of Austin tract, for the southerly and westerly lines hereof, the following two (2) courses and distances:

1) N48°09'29"W, a distance of 631.60 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

2) N42°04'53"E, a distance of 1076.01 feet to a 1/2 inch iron rod with cap set in the southerly line of vacated Old 51st Street, being the southerly line of said Lot 1, for the northwesterly corner hereof;

THENCE, S62°29'38"E, along a portion of the southerly line of vacated Old 51st Street, being a portion of the southerly line of said Lot 1, for the northerly line hereof, a distance of 657.38 feet to the **POINT Of BEGINNING,** containing an area of 16.839 acres (733,496 sq. ft.) of land, more or less, within these metes and bounds.

3.303 ACRES
MUELLER TRACT 7
WILBARGER CREEK

FN NO. 04-314(MJJ)
AUGUST 5, 2004
BPI JOB NO. 1400-01.991

DESCRIPTION OF A 3.303 ACRE TRACT OF LAND OUT OF THE JOSEPH BURLESON SURVEY, THE HENRY WARNELL SURVEY AND THE A.B. SPEAR SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TWO (2) 2 ACRE TRACTS OF LAND CALLED "FIRST TRACT" AND "SECOND TRACT" CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 2376, PAGE 157, A PORTION OF THAT CERTAIN 1.83 ACRE TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 2683, PAGE 579, AND ALSO BEING A PORTION OF THAT CERTAIN 12,130 SQUARE FOOT TRACT OF LAND CONVEYED TO THE CITY OF AUSTIN BY DEED OF RECORD IN VOLUME 1111, PAGE 53 ALL OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 3.303 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a brass disc found in concrete in the curving southerly line of East 51st Street (90' R.O.W.), being the northeasterly corner of Lot 1, F.V.M.F. Addition, a subdivision of record in Volume 80, Page 209 of the Plat Records of Travis County, Texas;

THENCE, along the curving southerly line of East 51st Street, being the most northerly line hereof, along a curve to the right having a radius of 852.39 feet, a central angle of 21°07'33", an arc length of 314.29 feet and a chord which bears S74°47'47"E, a distance of 312.51 feet to a 1/2 inch iron rod found at the northwesterly corner of Lot 1-A, Resubdivision of Lot 62, Manor Hills Section 8, a subdivision of record in Volume 17, Page 98 of said Plat Records, for the northernmost northeasterly corner hereof;

THENCE, leaving the southerly line of East 51st Street, along the westerly line of said Lot 1-A and along the westerly line and southerly line of Lot 8-A of said Resubdivision of Lot 62, Manor Hills Section 8, being a portion of the northerly line hereof, the following six (6) courses and distances:

1) S27°30'28"W, a distance of 25.31 feet to a 1/2 inch iron rod found for an angle point;

2) S23°04'23"W, a distance of 188.55 feet to a 5/8 inch iron pipe found at the southwesterly corner of said Lot 8-A, for an angle point hereof;

3) S39°44'32"E, a distance of 91.31 feet to a 1/2 inch iron rod with cap found for an angle point;

4) S25°32'32"E, a distance of 77.82 feet cut "X" in concrete found for an angle point;

5) S38°47'32"E, a distance of 175.06 feet to a 1/2 inch iron rod found for an angle point;

6) S58°36'11"E, a distance of 135.00 feet to a point in the curving westerly line of Old Manor Road (R.O.W. varies), being the southeasterly corner of said Lot 8-A, for the easternmost northeasterly corner hereof;

THENCE, along the curving westerly line of Old Manor Road, for the easterly line hereof, along a curve to the left having a radius of 2250.00 feet, a central angle of 04°46'58", an arc length of 187.82 feet and a chord which bears S51°34'00"W, a distance of 187.77 feet to a 1/2 inch iron rod found for the southeasterly corner hereof;

THENCE, leaving the westerly line of Old Manor Road, over and across said 1.83 acre tract, said 12,130 square foot tract, said 2 acre "Second Tract" and said 2 acre "First Tract", for the southerly line hereof, the following (2) courses and distances:

1) N35°04'40"W, a distance of 603.91 feet to a 1/2 inch iron rod with cap found for an angle point;

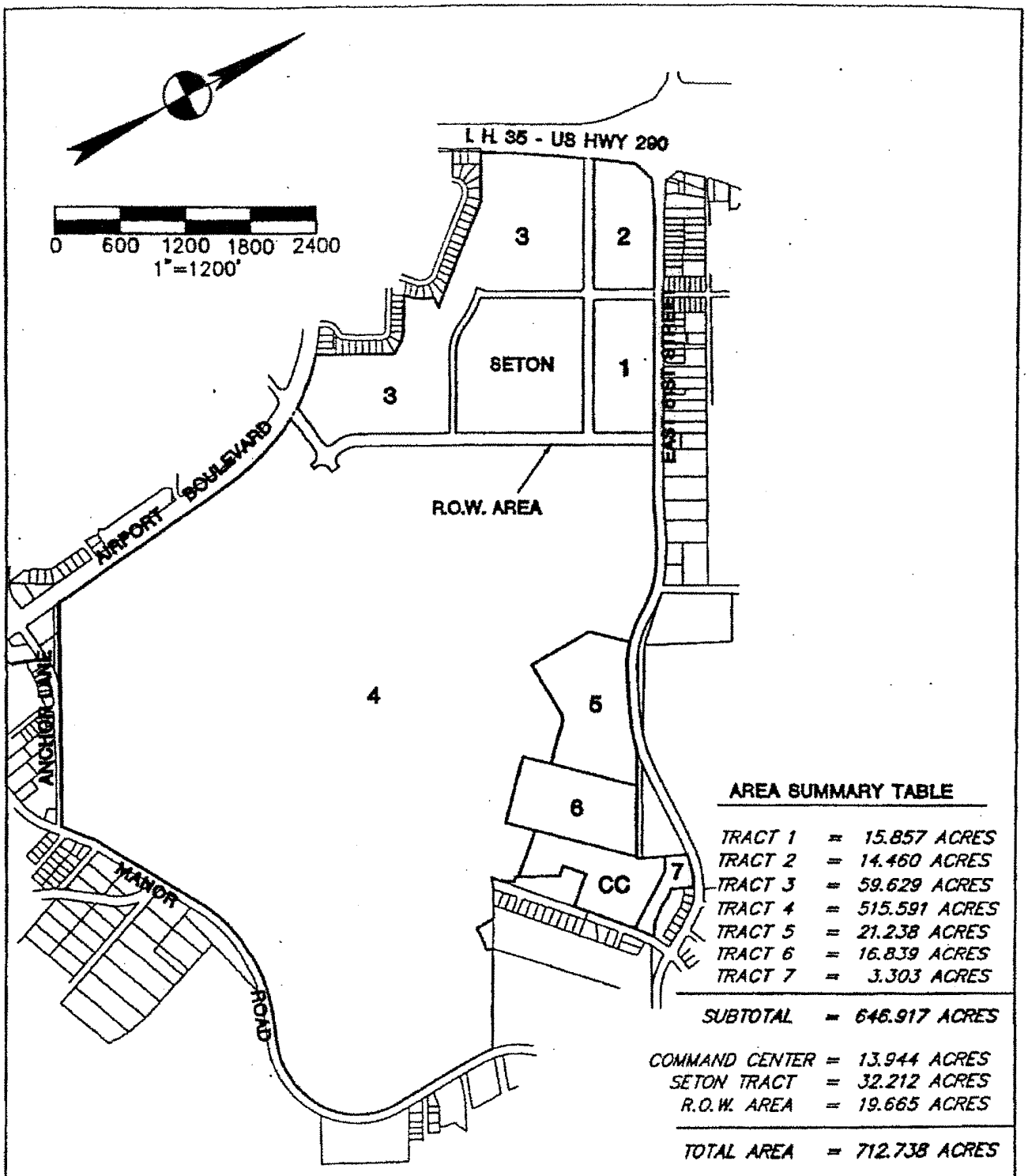
Heritage Title HT ADI00066 TR 2004238007.103

2) N64°41'10"W, a distance of 132.39 feet to a 1/2 inch iron rod with cap found in the easterly line of said Lot 1, being the westerly line of said 2 acre "First Tract", for the southwesterly corner hereof;

THENCE, N22°59'00"E, along a portion of the easterly line of said Lot 1, being a portion of the westerly line of said 2 acre "First Tract", for the westerly line hereof, a distance of 207.43 feet to the **POINT Of BEGINNING**, containing an area of 3.303 acres (143,875 sq. ft.) of land, more or less, within these metes and bounds.

SAVE AND EXCEPT Lot 1A, Block "A", Resubdivision of Lot 1, Block "A", Mueller Section 1, Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200600002 in the Official Public Records of Travis County, Texas.

Heritage Title HT ADI00066 TR 2004238007.104



AREA SUMMARY TABLE

TRACT 1	=	15.857 ACRES
TRACT 2	=	14.460 ACRES
TRACT 3	=	59.629 ACRES
TRACT 4	=	515.591 ACRES
TRACT 5	=	21.238 ACRES
TRACT 6	=	16.839 ACRES
TRACT 7	=	3.303 ACRES
SUBTOTAL	=	646.917 ACRES
COMMAND CENTER	=	13.944 ACRES
SETON TRACT	=	32.212 ACRES
R.O.W. AREA	=	19.665 ACRES
TOTAL AREA	=	712.738 ACRES

Bury+Partners
ENGINEERING SOLUTIONS
2345 Bee Caves Road, Suite 308
Austin, Texas 78746
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2004

EXHIBIT OF RMMA REDEVELOPMENT

CATELLUS

RMMA

DATE: 10/27/04	FILE: H:\1400\01\140001X19.dwg	FN No.: N/A	DRAWN BY: M.J.J.	PROJ. No: 1400-01

Heritage Title HT ADI00066 TR 2004238007.105

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Mar 21 12:58 PM 2006050355

ALBAE $176.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best 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.

DECLAR 2006117412
7 PGS

7

AFTER RECORDING RETURN TO:
Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

FIRST AMENDMENT TO

DECLARATION OF RESTRICTIVE COVENANTS

MUELLER COMMUNITY FEE

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended, and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS [MUELLER – COMMUNITY FEE]

This First Amendment to Declaration of Restrictive Covenants [Mueller – Community Fee] (the "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously executed and recorded that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas (the "**Community Fee Covenant**").

B. Pursuant to *Section 3(b)* of the Community Fee Covenant, the Community Fee Covenant may be amended by (i) majority vote of the Board, and (ii) written consent of the Master Declarant. The Master Declarant hereby consents to this Amendment by its execution of this instrument in the space provided below.

NOW, THEREFORE, a majority of the Directors of the Mueller Master Community, Inc. Board of Directors hereby amend and modify the Community Fee Covenant as follows:

1. **Revision to Exclusions from the Community Fee**. *Section 1(a)(x)(c)* is hereby deleted in its entirety and the following is substituted in its place:

> c. Transfer to Master Declarant. Any Transfer to the Master Declarant or its successor, assignee, or affiliate;

2. **Revision to Exclusions from the Community Fee**. *Section 1(a)(x)(d)* is hereby deleted in its entirety and the following is substituted in its place:

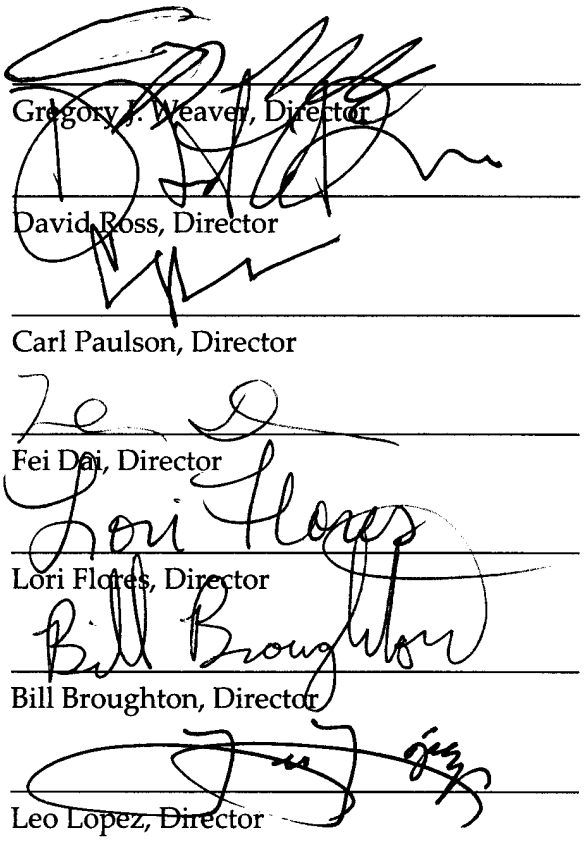
> d. Transfer from Master Declarant. Unless waived in writing by Master Declarant, any Transfer from or by Master Declarant or its successor, assignee, or affiliate, except that a Transfer from Master Declarant, its successor, assignee, or affiliate of Property acquired from the City of Austin for Fair Market Value will be subject to a Community Fee. "Fair Market Value" means that the Master Declarant has paid to the City of Austin a cash purchase price that a willing third-party buyer would pay to a willing third-party seller at the time of the sale, neither being under a compulsion to buy or sell, and both being fully aware of relevant facts.

3. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Community Fee Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Community Fee Covenant remain in full force and effect as written.

EXECUTED to be effective the 16th day of June, 2006.

SIGNATURES APPEAR ON FOLLOWING PAGE

The following signatures represent a majority of the Directors of the Mueller Master Community, Inc. Board of Directors:



Gregory J. Weaver, Director

David Ross, Director

Carl Paulson, Director

Fei Dai, Director

Lori Flores, Director

Bill Broughton, Director

Leo Lopez, Director

CONSENT PROVIDED PURSUANT TO *SECTION 3(b)* OF THE COMMUNITY FEE COVENANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____

Printed Name: Carl Paulson

Title: Secretary

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of June, 2006 by Gregory J. Weaver, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

Sarah A. Shannon
Notary Public
State of Texas
My Commission Expires
NOVEMBER 14, 2008
(seal)

Sarah A. Shannon
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of June, 2006 by David Ross, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

Sarah A. Shannon
Notary Public
State of Texas
My Commission Expires
NOVEMBER 14, 2008
(seal)

Sarah A. Shannon
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of June, 2006 by Carl Paulson, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

Sarah A. Shannon
Notary Public
State of Texas
My Commission Expires
NOVEMBER 14, 2008
(seal)

Sarah A. Shannon
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of June, 2006 by Fei Dai, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

Sarah A. Shannon
Notary Public
State of Texas
My Commission Expires
NOVEMBER 14, 2008
(seal)

Sarah A. Shannon
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of June, 2006 by Lori Flores, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

Sarah A. Shannon
Notary Public
State of Texas
My Commission Expires
NOVEMBER 14, 2008

Sarah A. Shannon
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of June, 2006 by Bill Broughton, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

Sarah A. Shannon
Notary Public
State of Texas
My Commission Expires
NOVEMBER 14, 2008

Sarah A. Shannon
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 15th day of June, 2006 by Leo Lopez, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

Sarah A. Shannon
Notary Public
State of Texas
My Commission Expires
NOVEMBER 14, 2008

Sarah A. Shannon
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 16 day of June, 2006 by Carl Paulson of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

LORI ANN FLORES
MY COMMISSION EXPIRES
November 15, 2007

Lori Ann Flores
Notary Public Signature

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Jun 22 03:11 PM 2006117412

CLARKMM $40.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

AFTER RECORDING RETURN TO:
Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

OTHER
2 PGS
2006151466

MUELLER MASTER COMMUNITY, INC.

EVEN NUMBERED YEAR APPOINTMENT OF MEMBER TO THE MUELLER MASTER COMMUNITY, INC. BOARD OF DIRECTORS BY THE BOARD OF DIRECTORS OF THE MUELLER MIXED-USE COMMUNITY, INC.

Master Declarant: CATELLUS AUSTIN, LLC, a Delaware limited liability company

Cross reference to *Section 2.3* of that one certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended

MUELLER MASTER COMMUNITY, INC.

EVEN NUMBERED YEAR APPOINTMENT OF MEMBER TO THE MUELLER MASTER COMMUNITY, INC. BOARD OF DIRECTORS BY THE BOARD OF DIRECTORS OF THE MUELLER MIXED-USE COMMUNITY, INC.

Pursuant to *Section 2.3* of that certain Mueller Master Community Covenant, recorded as Document No. 2004238009, Official Public Records of Travis County, Texas, as amended, and *Section 3.02* of the Bylaws (the "**Bylaws**") of the Mueller Master Community, Inc., a Texas non-profit corporation (the "**Association**"), the Board of Directors of the Mueller Mixed-Use Community, Inc., a Texas non-profit corporation, hereby appoints the following member to the Board of Directors of the Association:

Leo Lopez

The director appointed hereby, unless removed in accordance with *Section 3.04* of the Bylaws, will serve until his replacement is appointed in accordance with the Bylaws.

EXECUTED TO BE EFFECTIVE on the 1st day of January, 2006.

EXECUTED FOR THE PURPOSE OF CERTIFYING THAT THIS INSTRUMENT HAS BEEN APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS OF THE MUELLER MIXED-USE COMMUNITY, INC. IN ACCORDANCE WITH *SECTION 2.3* OF THE MUELLER MASTER COMMUNITY COVENANT:

MUELLER MIXED-USE COMMUNITY, INC.,
a Texas non-profit corporation

By: _____
Carl Paulson, Secretary

County of Travis, State of Texas

This instrument was executed before me on this 16 day of June, 2006 by Carl Paulson, Secretary of the Mueller Mixed-Use Community, Inc., a Texas-non-profit corporation, on behalf of said corporation.

(seal) LORI ANN FLORES
MY COMMISSION EXPIRES
November 15, 2007

Lori Ann Flores
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Aug 07 03:15 PM 2006151466
FERGUSONLL $20.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

242407-1 04/28/2006

AFTER RECORDING RETURN TO:
Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

OTHER
3 PGS
2006151467

MUELLER MASTER COMMUNITY

APPOINTMENT OF NEW CONSTRUCTION COUNCIL MEMBER

[CATELLUS UNILATERAL APPOINTMENT]

Master Declarant: CATELLUS AUSTIN, LLC, a Delaware limited liability company

Cross reference to that one certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended

MUELLER MASTER COMMUNITY COVENANT
APPOINTMENT OF NEW CONSTRUCTION COUNCIL MEMBER

[CATELLUS UNILATERAL APPOINTMENT]

Pursuant to *Section 5.2(b)* of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), Catellus Austin, LLC, a Delaware limited liability company (the "**Declarant**") has the right to unilaterally appoint two (2) members to the New Construction Council. Declarant caused to be recorded that certain Appointment of New Construction Council Members [Catellus Unilateral Appointment], recorded as Document No. 2005103227 in the Official Public Records of Travis County, Texas, pursuant to which Declarant appointed Greg Weaver as a member of the New Construction Council. Declarant hereby removes Greg Weaver as a member of the New Construction Council and appoints the following individual to the New Construction Council:

Matt Whelan

This appointment constitutes one of Declarant's two unilateral New Construction Council member appointments.

EXECUTED TO BE EFFECTIVE on the 3 day of August, 2006.

DECLARANT:

CATELLUS AUSTIN, LLC., a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Sr. V.P.

Date: 8-3-06

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3 day of August, 2006, by Greg Weaver of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

LORI ANN FLORES
MY COMMISSION EXPIRES
November 15, 2007

Lori Ann Flores
Notary Public Signature

251010-1 08/02/2006

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2006 Aug 07 03:15 PM 2006151467

FERGUSONLL $24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

AMEND 2006193525
11 PGS

AFTER RECORDING RETURN TO:
Robert D. Burton
Armbrust & Brown, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701

SECOND AMENDMENT TO

DECLARATION OF RESTRICTIVE COVENANTS

MUELLER COMMUNITY FEE

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended, and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended

SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS [MUELLER – COMMUNITY FEE]

This Second Amendment to Declaration of Restrictive Covenants [Mueller – Community Fee] (the "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously executed and recorded that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended that certain First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas (the "**Community Fee Covenant**").

B. Pursuant to *Section 3(b)* of the Community Fee Covenant, the Community Fee Covenant may be amended by (i) majority vote of the Board, and (ii) written consent of the Master Declarant. The Master Declarant hereby consents to this Amendment by its execution of this instrument in the space provided below.

NOW, THEREFORE, a majority of the Directors of the Mueller Master Community, Inc. Board of Directors hereby amend and modify the Community Fee Covenant as follows:

1. **Revision to Definitions**. The definition of "Transfer" in *Section 1(a)(i)* is hereby deleted in its entirety and the following is substituted in its place:

> "**Transfer**" means, for the purposes of the Community Fee, any conveyance, assignment, lease, sublease or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Declaration.

2. **Revision to Definitions**. The definition of "Transfer Price" in *Section 1(a)(i)* is hereby deleted in its entirety and the following is substituted in its place:

> **"Transfer Price"** means the greater of: (i) the price paid by the Transferee for the Unit; or (ii) the value of the Unit, including any Improvements or

betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes; provided, however, that in the case of a lease or sublease (including all further subleases), the "Transfer Price" means the present value of all rentals due and owing under the lease or sublease of the Unit discounted at a rate equal to 5.0%. If the Transfer is for a portion of the Unit, e.g., a lease, sublease or conveyance of a portion of the Unit, the Transfer Price means the greater of: (a) the price paid by the Transferee for such portion of the Unit; or (b) the value of such portion of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes; provided, however, that in the case of a lease or sublease (including all further subleases), the "Transfer Price" means the present value of all rentals due and owing under the lease or sublease of the Unit discounted at a rate equal to 5.0%. . If under subsection (b) above, the Travis County Appraisal District has not separately rendered the portion of the Unit then being transferred, the value, including any Improvements or betterments constructed thereon, will be determined by allocating the value of the entire Unit on a per acre basis. For purposes of clause (ii) and (b) above, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

3. **Revision to Community Fee Lien and Foreclosure**. *Section 1(a)(viii)* is hereby deleted in its entirety and the following is substituted in its place:

(viii) Community Fee Lien and Foreclosure. Each Community Fee assessed or charged in the manner provided in this Declaration but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, is secured by a continuing lien and shall constitute a charge on or against all or a portion of the Unit covered by such lien or charge, which shall bind such property in the hands of the owner, and such owner's heirs, devisees, and personal representatives, successors or assigns. An express lien on the Unit is hereby retained by Master Association to secure the payment thereof in each such instance. In the event all or any portion of the property is subdivided into lots or a condominium regime is impressed upon the Unit, the lien retained herein shall apply to such lots or Units. Any Community Fee allocated against a subdivided lot or Unit shall be the sole obligation of the owner of the lot or Unit. In no event shall any Community Fee allocated against a subdivided lot or Unit be considered an obligation against any other subdivided lot or Unit within the Unit. The lien established herein shall be superior to all other liens and charges against the Unit or any subdivided lot or Unit within the Unit, except only for tax liens, and all sums unpaid secured by a first-lien mortgage securing sums borrowed for the purchase or improvements

of the property in question, provided such mortgage was recorded in the Official Public Records of Travis County, Texas before the delinquent Community Fee was due. The Fund Committee or the Board, at its option and without prejudice to the priority or enforceability of the Community Fee lien granted hereunder, may prepare a written notice of Community Fee setting forth the amount of the unpaid indebtedness, the name of the owner of the Unit covered by such lien or charge and a description of such Unit. Each owner, by accepting a deed to all or any portion of the Unit, shall be deemed conclusively to have granted a power of sale to the Master Association to secure and enforce at any time after such payment becomes delinquent by the non-judicial foreclosure of such lien on the defaulting owner's Unit by the Master Association in like manner as a deed of trust or real property mortgage with power of sale under Tex. Prop. Code § 51.002 (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Master Association, with the Master Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.). The liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Master Association may have by law, including the rights of the Master Association to institute suit against the owner personally obligated to pay the Community Fee for monetary damages and/or for foreclosure of the aforesaid lien judicially. The Master Association may also institute suit against the Master Association for the collection of the Community Fee. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Master Association will have the power to bid (in cash or by credit against the amount secured by the lien) 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 holding a prior lien on any portion of the Unit, the Master Association shall report to said mortgagee any Community Fee remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any portion of the Unit or any subdivided lot or condominium unit within the Unit; except, however, that in the event of foreclosure of any first-lien mortgage, the lien for any Community Fee that was due and payable before the foreclosure sale will be extinguished, provided that past-due levy is paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent owner from paying assessments

becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this section, the Master Association will upon the request and at the cost of the owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Master Association has already foreclosed such lien. The Master Association will report to the owner of a subdivided lot or condominium unit, upon such owner's written request, the status of any unpaid Community Fee. Notwithstanding anything to the contrary contained herein, as long as The Board of Regents of the University of Texas System, an agency of the State of Texas, or a successor entity ("**UTS**"), is the tenant or owner of Lot 1, Block C, MUELLER SECTION 1 PHASE A SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No, 200400079 in the Official Public Records of Travis County, Texas ("**Lot 1C1**"), this Declaration does not establish a lien against Lot 1C1 or any improvements located or that may be subsequently located thereon. Further, notwithstanding the provisions contained herein with respect to amendments of this Declaration, as long as UTS is the tenant or owner of Lot 1C1, this provision will not be amended without the prior written consent of UTS.

4. **Revision to Exclusions from the Community Fee**. *Section 1(a)(x)(k)* is hereby deleted in its entirety and the following is substituted in its place:

(k) Exempt Leases. Any lease or sublease of any Unit or any portion thereof (or assignment or Transfer of any interest in any such lease or sublease) for a period of less than 30 years;

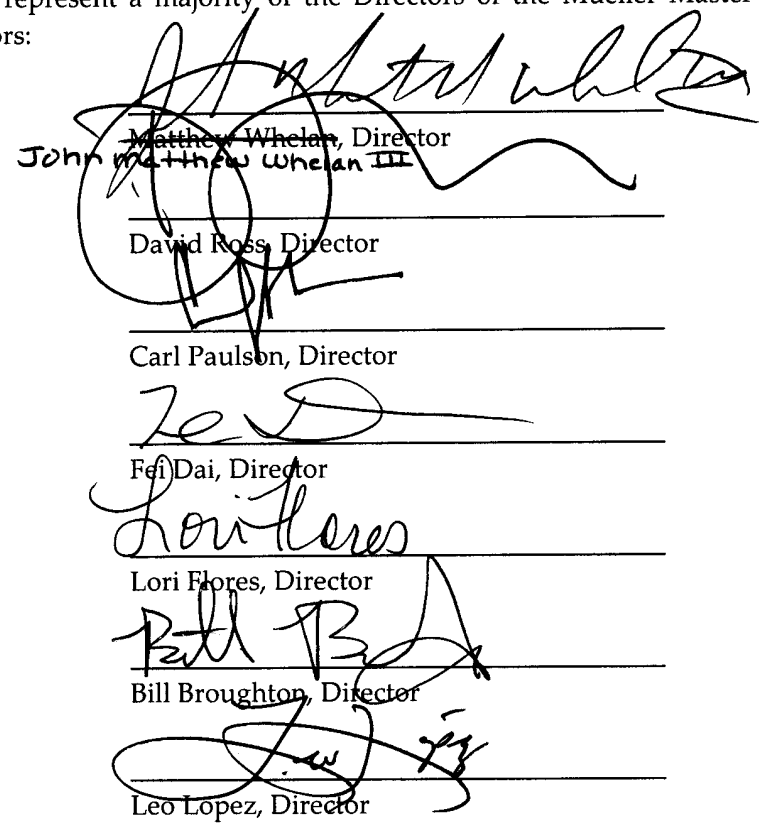
5. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Community Fee Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Community Fee Covenant remain in full force and effect as written.

6. **Counterparts**. This instrument may be executed in two or more counterparts, each of which will be deemed an original, which together will constitute one and the same instrument.

EXECUTED to be effective the 1st day of October 2006.

SIGNATURES APPEAR ON FOLLOWING PAGE

The following signatures represent a majority of the Directors of the Mueller Master Community, Inc. Board of Directors:



~~Matthew Whelan~~ John Matthew Whelan III, Director

David Ross, Director

Carl Paulson, Director

Fei Dai, Director

Lori Flores, Director

Bill Broughton, Director

Leo Lopez, Director

CONSENT PROVIDED PURSUANT TO *SECTION 3(b)* OF THE COMMUNITY FEE COVENANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____

Gregory J. Weaver, Senior Vice President

The following signatures represent a majority of the Directors of the Mueller Master Community, Inc. Board of Directors:

Matthew Whelan, Director

David Ross, Director

Carl Paulson, Director

Fei Dai, Director

Lori Flores, Director

Bill Broughton, Director

Leo Lopez, Director

CONSENT PROVIDED PURSUANT TO *SECTION 3(b)* OF THE COMMUNITY FEE COVENANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Gregory J. Weaver, Senior Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of September, 2006 by ~~Matthew Whelan~~ John Matthew Whelan III, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

NANCY L LEWIS
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-2006
(seal)

Nancy L. Lewis
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of September, 2006 by David Ross, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

NANCY L LEWIS
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-2006
(seal)

Nancy L. Lewis
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of September, 2006 by Carl Paulson, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

NANCY L LEWIS
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-2006
(seal)

Nancy L. Lewis
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of September 2006 by Fei Dai, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

NANCY L LEWIS
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-2006
(seal)

Nancy L. Lewis
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of September, 2006 by Lori Flores, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

NANCY L LEWIS
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-2006
(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of September, 2006 by Bill Broughton, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

NANCY L LEWIS
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-2006
(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of September, 2006 by Leo Lopez, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

NANCY L LEWIS
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-2006
(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2006 by Gregory J. Weaver, Senior Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2006 by Lori Flores, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal) Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2006 by Bill Broughton, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal) Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2006 by Leo Lopez, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal) Notary Public Signature

Colorado
THE STATE OF ~~TEXAS~~ §
COUNTY OF ~~TRAVIS~~ §
Denver

This instrument was acknowledged before me on this 2nd day of Oct, 2006 by Gregory J. Weaver, Senior Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited ~~liability~~ company.

(seal) Notary Public Signature

PHYLLIS N. McNEAL NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 09/22/2008

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2006 Oct 04 04:00 PM 2006193525

CORTEZY $56.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

11-GF# 100948 BKH
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

AFTER RECORDING RETURN TO:
Robert D. Burton
Armbrust & Brown, PLLC
100 Congress Ave., Suite 950
Austin, Texas 78701

TRV 2010139965
6 PGS

THIRD AMENDMENT TO

DECLARATION OF RESTRICTIVE COVENANTS

MUELLER COMMUNITY FEE

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended, and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas and that certain Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas.

THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS [MUELLER – COMMUNITY FEE]

This Third Amendment to Declaration of Restrictive Covenants [Mueller – Community Fee] (the "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company (the "**Master Declarant**"), and is as follows:

RECITALS

A. The Master Declarant previously executed and recorded that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas and that certain Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas (the "**Community Fee Covenant**").

B. Pursuant to *Section 3(b)* of the Community Fee Covenant, the Community Fee Covenant may currently be amended by: (i) majority vote of the Board of Directors of the Mueller Master Community, Inc., a Texas non-profit corporation (the "**Board**"); and (ii) written consent of the Master Declarant.

C. The Master Declarant and the Board now desire to amend the Community Fee Covenant, as provided hereinbelow, and have executed this Amendment for purposes of evidencing their consent hereto.

NOW, THEREFORE, the Community Fee Covenant is hereby amended and modified as follows:

1. **Waivers**. Section 4 is hereby added to the Community Fee Covenant and provides as follows:

> 4. **Waivers**. The Master Association, acting by and through its Board of Directors, shall be authorized and empowered, in its sole and absolute discretion, and upon such terms and conditions as the Board of Directors may determine, to grant to one or more Transferors a waiver from the otherwise applicable requirement hereunder to pay the Community Fee. To be effective, the grant of waiver must be in writing and executed by an authorized representative of the Master Association and approved by: (i) a majority of the Board of Directors of the Master Association; and (ii) for a period of sixty (60) years following the date of initial recording of this Declaration, the Master Declarant or its successors or assignees. Upon granting such waiver, no

Community Fee shall be due and payable upon the conveyance from the Transferor having received the waiver to its Transferee.

The grant of a waiver as provided herein shall be personal to the Transferor to whom it was granted, shall apply only to the specific conveyance(s) for which the waiver was granted, and in no event shall the grant of a waiver act to exempt any further conveyances from the requirement hereunder to pay the Community Fee. Further, any grant of a waiver hereunder shall not operate to waive or amend any of the terms and provisions of the Community Fee Covenant for any purpose except as set forth in the waiver and shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Community Fee Covenant.

2. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Community Fee Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Community Fee Covenant remain in full force and effect as written.

EXECUTED to be effective the 20th day of September, 2010.

SIGNATURES APPEAR ON FOLLOWING PAGE

The following signatures represent a majority of the seven (7) member Board of Directors of the Mueller Master Community, Inc.:

Fei Dai, Director

Deanne Desjardin, Director

Leo Lopez, Director

Vanessa McCann, Director

CONSENT PROVIDED PURSUANT TO *SECTION 3(b)* OF THE COMMUNITY FEE COVENANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By:_____
Printed Name: Gregory J. Weaver
Title: M.D.

ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of Sept., 2010 by Fei Dai, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal) VANESSA MCCANN Notary Public, State of Texas My Commission Expires August 28, 2013

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of Sept., 2010 by Deanne Desjardin, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal) VANESSA MCCANN Notary Public, State of Texas My Commission Expires August 28, 2013

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of Sept., 2010 by Leo Lopez, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal) VANESSA MCCANN Notary Public, State of Texas My Commission Expires August 28, 2013

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of September, 2010 by Vanessa McCann, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal) Brenda Hindsman Notary Public State of Texas My Commission Expires December 02, 2011

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of Sept., 2010 by Gregory J. Weaver, Managing Director of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Vanessa McCann
Notary Public Signature

(seal)

VANESSA MCCANN
Notary Public, State of Texas
My Commission Expires
August 28, 2013

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 22, 2010 03:36 PM 2010139965
SCOTTR: $36.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

ELECTRONICALLY RECORDED 2012011106
TRV 7 PGS

AFTER RECORDING RETURN TO:
Robert D. Burton
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

MUELLER COMMUNITY FEE

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended, and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas, as amended by that certain Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas, and as amended by that certain Third Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2010139965, in the Official Public Records of Travis County, Texas.

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS [MUELLER – COMMUNITY FEE]

This Fourth Amendment to Declaration of Restrictive Covenants [Mueller – Community Fee] (the "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company (the "**Master Declarant**"), and is as follows:

RECITALS

A. The Master Declarant previously executed and recorded that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas, as amended by that certain Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas, and as amended by that certain Third Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2010139965, in the Official Public Records of Travis County, Texas (collectively, the "**Community Fee Covenant**").

B. Pursuant to *Section 3(b)* of the Community Fee Covenant, the Community Fee Covenant may currently be amended by: (i) majority vote of the Board of Directors of the Mueller Master Community, Inc., a Texas non-profit corporation (the "**Board**"); and (ii) written consent of the Master Declarant.

C. The Master Declarant and the Board now desire to amend the Community Fee Covenant, as provided hereinbelow, and have executed this Amendment for purposes of evidencing their consent hereto.

NOW, THEREFORE, the Community Fee Covenant is hereby amended and modified as follows:

1. **Section 1(a)(iii) – Calculation of Community Fee**. Section 1(a)(iii) of the Community Fee Covenant is hereby deleted in its entirety and replaced with the following:

> (iii) Calculation of the Community Fee. The Community Fee shall be payable upon the Transfer of any Unit located in the Community as provided for in this Declaration. The Community Fee shall be calculated by multiplying the Transfer Price by .0025.
>
> The Community Fee is imposed not as a penalty and not as a tax, but as an assessment and as a means to provide additional funding to fulfill the goals set forth in this Declaration for the betterment of the Community.

2. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Community Fee Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Community Fee Covenant remain in full force and effect as written.

EXECUTED to be effective the 22 day of Dec, 2011.

SIGNATURES APPEAR ON FOLLOWING PAGE

The following signatures represent a majority of the seven (7) member Board of Directors of the Mueller Master Community, Inc.:

Fei Dai, Director

Deanne Desjardin, Director

Leo Lopez, Director

Carl Paulson, Director

CONSENT PROVIDED PURSUANT TO *SECTION 3(b)* OF THE COMMUNITY FEE COVENANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By:_____
Printed Name: Gregory T. Weaver
Title: E.V.P.

ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of Dec, 2011 by Jey Das, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)

Notary Public Signature

VANESSA MCCANN
Notary Public, State of Texas
My Commission Expires
August 28, 2013

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of Dec, 2011 by Deanne Desrosiers, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)

Notary Public Signature

VANESSA MCCANN
Notary Public, State of Texas
My Commission Expires
August 28, 2013

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of Dec, 2011 by Leo Lopez, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)

Notary Public Signature

VANESSA MCCANN
Notary Public, State of Texas
My Commission Expires
August 28, 2013

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of Dec, 2011 by Carl Paulson, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)

Notary Public Signature

VANESSA MCCANN
Notary Public, State of Texas
My Commission Expires
August 28, 2013

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of Dec, 2011 by Gregory J Waller, EVP of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal) Notary Public Signature

VANESSA MCCANN
Notary Public, State of Texas
My Commission Expires
August 26, 2013

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
January 24 2012 03:13 PM
FEE: $ 40.00 **2012011106**

ELECTRONICALLY RECORDED 2014047822
TRV 3 PGS

WINSTEAD

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: cvenditti@winstead.com

DECLARANT REMOVAL AND APPOINTMENT OF DIRECTOR

MUELLER MASTER COMMUNITY, INC.

Travis County, Texas

MASTER DECLARANT: CATELLUS AUSTIN, LLC, a Delaware limited liability company

Cross reference to Mueller Master Community Covenant, recorded under Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended.

MUELLER MASTER COMMUNITY, INC.
DECLARANT REMOVAL OF DIRECTOR AND APPOINTMENT OF DIRECTOR

CATELLUS AUSTIN, LLC, a Delaware limited liability company (the "**Declarant**") has caused to be recorded that certain Mueller Master Community Covenant, recorded under Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended (the "**Declaration**").

Declarant has the right to appoint and remove all Board members in accordance with the Declaration and Bylaws of the Mueller Master Community, Inc., a Texas non-profit corporation, the association established pursuant to the Declaration (the "**Association**").

Declarant hereby removes Tommy Tucker from the Board of Directors of the Association and appoints Vanessa McCann to serve on the Board of Directors of the Association.

EXECUTED TO BE EFFECTIVE as of the 2 day of April, 2014.

DECLARANT:

CATELLUS AUSTIN, LLC,
a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: E.V.P.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 2nd day of April, 2014, by Gregory J. Weaver, the Executive Vice President of Catellus Austin, LLC, a Texas limited partnership, on behalf of said limited partnership.

[seal]

_____
Notary Public Signature

VANESSA MCCANN
Notary Public, State of Texas
My Commission Expires
August 28, 2017

738153v.1 48749-5

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
April 04 2014 01:51 PM
FEE: $ 34.00 **2014047822**

ELECTRONICALLY RECORDED 2017009601
TRV 5 PGS

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

MCC ANNEXATION NOTICE

MUELLER MASTER COMMUNITY, MUELLER MIXED-USE COMMUNITY AND MUELLER COMMUNITY FEE COVENANT

[LOTS 17-26, BLOCK 67
MUELLER SECTION IX SUBDIVISION]
Travis County, Texas

Master Declarant:	**CATELLUS AUSTIN, LLC**, a Delaware limited liability company
Pertaining to:	**Lots 17-26, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas**
Establishing:	**Neighborhood 9**
Parcels:	**N4a**

Cross Reference to Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended, Mueller Mixed-Use Community Covenant, recorded as Document No.2004238009, Official Public Records of Travis County, Texas, as amended, and Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, Official Public Records of Travis County, Texas, as amended.

MCC ANNEXATION NOTICE
MUELLER MASTER COMMUNITY COVENANT, MUELLER MIXED-USE COMMUNITY COVENANT, AND MUELLER COMMUNITY FEE COVENANT

This MCC Annexation Notice (the "**Notice**") is made and executed by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

1. **Applicability of Master Covenant and Mixed-Use Covenant**. This Notice is filed with respect to Lots 17-26, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas (the "**Property**"). Master Declarant is the owner of the Property and consents to the recordation of this Notice by its execution of this Notice in the space provided below.

Pursuant to *Section 16.1* of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), *Section 7.01* of that certain Mueller Mixed-Use Community Covenant, recorded as Document No. 2004238009 in the Official Public Records of Travis County, Texas, as amended (the "**Mixed-Use Covenant**"), and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, Official Public Records of Travis County, Texas, as amended (the "**Community Fee Covenant**"), Master Declarant served notice that portions of the property described on Exhibit "A" to the Master Covenant and the Mixed-Use Covenant, upon the filing of appropriate notices of annexation, may be made part of the Community (as defined in the Master Covenant) and the Mixed-Use Community (as defined in the Mixed-Use Covenant), and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Mixed-Use Covenant and the Community Fee Covenant.

2. **Property Incorporated Into Master Covenant, Mixed-Use Covenant and Community Fee Covenant**. The provisions of the Master Covenant, the Mixed-Use Covenant and the Community Fee Covenant apply to the Property and the Property is hereby made a portion of the Community and the Mixed-Use Community. The Property is, accordingly, now subject to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant, the Mixed-Use Covenant and the Community Fee Covenant.

3. **Designation of Neighborhood**. Pursuant to *Section 3.2* of the Master Covenant and subject to all terms and provisions of the Master Covenant and the Mixed-Use Covenant which relate to Neighborhoods so designated within the Community and the Mixed-Use Community, Master Declarant hereby designates the Property as part of "**Neighborhood 9**."

4. **Assignment of Assessment Units to Property**. Pursuant to *Section 12.2(c)* of the Master Covenant, Master Declarant hereby assigns one (1) Assessment Unit to each Unit within the Property.

In the event that all or any portion of the dwelling units on the Property are converted to the condominium form of ownership, each Unit resulting therefrom will be allocated one (1) Assessment Unit. In the event of a modification to the Assessment Units allocated to the Property (or any portion thereof in the event of an approved re-subdivision), Master Declarant will file of record an amended Notice setting forth the revised Assessment Units attributable to the Property (or any portion thereof in the event of an approved re-subdivision).

5. **Allocation of Votes**. Pursuant to *Section 4.2(b)* of the Master Covenant, Master Declarant hereby assigns one (1) vote for each Unit within the Property.

In the event that all or any portion of the dwelling units on the Property are converted to the condominium form of ownership, each Unit resulting therefrom will be allocated one (1) vote. In the event of a modification to the votes allocated to the Property (or any portion thereof in the event of an approved re-subdivision), Master Declarant will file of record an amended Notice setting forth the revised votes attributable to the Property (or any portion thereof in the event of an approved re-subdivision).

6. **Miscellaneous**. This notice constitutes an MCC Annexation Notice under *Section 16.1* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant and the Mixed-Use Covenant.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the 18 day of January, 2017.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of Jan, 2017, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

VANESSA MCCANN NOTARY PUBLIC STATE OF TEXAS ID 10960267 EXP 08-28-2017

_____
Notary Public Signature

CONSENT PROVIDED PURSUANT TO
***SECTION 16.1* OF THE MASTER COVENANT:**

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

By: Lauraine Rizer
Lauraine Rizer, Officer, Office of Real Estate Services

Date: January 11, 2017

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11 day of January, 2017, by Lauraine Rizer, Officer, Office of Real Estate Services of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

MELISSA TORRES
My Notary ID # 011677893
Expires July 29, 2019

Melissa Torres
Notary Public Signature

Approved as to content:

By: Kevin Johns
Kevin Johns
City of Austin, Economic Development Department

Approved as to form:

By: Katherine Kuzmickas
Katherine Kuzmickas
Assistant City Attorney

11-GF# 20160290 3 ALF
RETURN TO: HERITAGE TITLE
401 CONGRESS AVE., STE.1500
AUSTIN, TEXAS 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
January 19 2017 10:06 AM
FEE: $ 42.00 **2017009601**

ELECTRONICALLY RECORDED 2017009797
TRV 24 PGS

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

MUELLER
SUPPLEMENTAL COVENANT

MIXED-USE COMMUNITY

Travis County, Texas

[28′ x 90′ COURTYARD ROW HOUSE, LOTS 17-26, BLOCK 67, MUELLER SECTION IX SUBDIVISION]

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross Reference to Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended, Mueller Mixed-Use Community Covenant, recorded as Document No. 2004238009, Official Public Records of Travis County, Texas, as amended, and Mueller Design Book, recorded as Document No. 2005193821 in the Official Public Records of Travis County, Texas, as amended. The terms and provisions of the aforementioned documents will also apply to the property made subject to this supplemental covenant.

MUELLER MIXED-USE COMMUNITY – SUPPLEMENTAL COVENANT

[28' x 90' Courtyard Row House, Lots 17-26, Block 67, Section IX]

This Mueller Mixed-Use Community Supplemental Covenant (the "**Supplemental Covenant**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company (the "**Master Declarant**"), and is as follows:

RECITALS

A. Pursuant to that certain MCC Annexation Notice, recorded in the Official Public Records of Travis County, Lots 17-26, Block 67, all out of Mueller Section IX Subdivision, a subdivision (the "**Subdivision**") located in Travis County, Texas, according to the map or plat (the "**Plat**") recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas is subject to the terms and provisions of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), and that certain Mueller Mixed-Use Community Covenant, recorded as Document No. 2004238009, in the Official Public Records of Travis County, Texas, as amended (the "**Mixed-Use Covenant**"). The term "**Property**" as used in this Supplemental Covenant only pertains to Lots 17-26, Block 67.

B. Pursuant to *Section 7.02* of the Mixed-Use Covenant, Master Declarant may record one or more supplemental covenants applicable to all or a portion of the property which is made subject to the Mixed-Use Covenant and designate the use, classification and such additional covenants, conditions and restrictions as Master Declarant may deem appropriate for such property. Pursuant to *Section 1.5* of the Master Covenant, the City of Austin must consent to any supplemental covenant which contains covenants, restrictions, conditions, limitations and/or easements affecting all or any portion of the Community. The City of Austin hereby consents to this Supplemental Covenant by its execution of this instrument in the space provided below. To the extent required by the Governing Documents, this Supplemental Covenant will be considered an amendment to the Master Covenant.

C. Master Declarant is the owner of the Property and desires to carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof.

D. Master Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions, and restrictions set forth in this Supplemental Covenant for the benefit of the Property, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Covenant and the Mixed-Use Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which

shall run with the Property and shall be binding upon all parties having 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 in full or by reference in said contract or deed; and (iii) that this Supplemental Covenant shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant and the Mixed-Use Covenant.

ARTICLE I
DEFINITIONS

Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Supplemental Covenant are used and defined as they are used and defined in the Master Covenant. References herein to the "**Reviewer**" shall refer to the "**New Construction Council**" or "**Modification Committee**", both as defined in the Master Covenant, as applicable. Whether the New Construction Council or Modification Committee has jurisdiction over a particular approval will be determined as set forth in the Master Covenant.

ARTICLE II
GENERAL RESTRICTIONS

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

2.01 Master Design Guidelines. Pursuant to *Chapter 5* of the Master Covenant, all terms and provisions of the Master Design Guidelines, commonly referred to as the "Mueller Design Book", as amended, shall apply to construction on any portion of the Property until such time as the Master Design Guidelines are modified, amended, or restated in accordance with *Chapter 5* of the Master Covenant.

2.02 Permitted Uses. Each Unit shall be used solely for private single family residential purposes and there shall not be constructed or maintained on any Unit more than one single family residence. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Unit, except an Owner or occupant of a Dwelling Unit may conduct business activities within a Dwelling Unit so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Unit; provided, however, if the business activity is characterized as a home-based medical, professional, administrative, or business office (as reasonably determined by the Master Board), then in such event one person who is not a resident of the home may participate in such business if such person complies with all applicable City of Austin codes and regulations; (iii) the existence or operation of the business activity is not apparent or detectable

by sight (provided that the business may elect to display a sign allowed by zoning and other applicable laws, if the sign is approved in advance by the Reviewer), sound or smell from outside the Dwelling Unit; (iv) the business activity does not involve door-to-door solicitation of residents within the Community; (v) the business does not, in the judgment of the Board of Directors of the Master Association (the "**Master Board**"), generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Dwelling Units in which no business activity is being conducted; (vi) 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 Community as may be determined in the sole discretion of the Master Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

2.03 **Utility Lines.** Unless otherwise approved in accordance with *Chapter 5* of the Master Covenant, no utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

2.04 **Construction of Improvements.** No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Property unless approved in accordance with *Chapter 5* of the Master Covenant.

2.05 **Condominium Regime**. No condominium regime will be impressed upon all or any portion of the Property unless the declaration establishing the regime has been approved in writing by the Master Declarant during the Development and Sale Period, and thereafter the Master Board. In the event that a condominium regime is impressed upon all or any portion of the Property, the Master Declarant during the Development and Sale Period, and thereafter the Master Board, may amend this Supplemental Covenant to the extent necessary to reflect that the provisions otherwise applicable to the Property apply to each condominium unit.

2.06 **Garages.** The Improvements on each Unit within the Property must contain a private, enclosed garage capable at all times of housing at least one (1) automobile. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening into a garage must be to the rear alley or side alley (if a side of

the Unit is adjacent to an alley), and must be approved in advance by the Reviewer. The exterior side of each garage that faces the alley must contain two (2) outdoor lights facing the alley. The parking of vehicles in the yard of any Unit is prohibited.

2.07 Porches. Unless otherwise approved in advance by the Reviewer, each Unit must comply with the porch specifications and requirements set forth in the Mueller Design Book.

2.08 Fences; Sidewalks. No fence shall be constructed on the Property without the prior written consent of the Reviewer. All fencing constructed on a Unit must be constructed of a material, design and height and in a location approved in advance of construction by the Reviewer. The Reviewer has the authority to require the construction of rear and side yard fencing on any subdivided lot, common element, or Unit and to require that such fencing be constructed in accordance with specifications promulgated by the Reviewer. The Owner of each Unit shall construct, at such Owner's sole cost and expense and prior to occupying any Dwelling Unit, a sidewalk on such Owner's Unit, located and designed in conformance with the Plat and/or specifications promulgated by the Reviewer.

2.09 Building Materials. All building materials must be approved in advance by the Reviewer. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

2.10 Rentals. Nothing in this Supplemental Covenant shall prevent the rental of any Unit and the Improvements thereon by the Owner thereof for residential purposes. All leases shall be in writing. The Owner must provide to its lessee copies of the Governing Documents. Notice of any lease, together with such additional information as may be required by the Master Board, must be remitted to the Master Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

2.11 Driveways. The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Reviewer. The Reviewer may establish design and materials requirements for all driveways and driveway culverts to insure that they are consistent in appearance throughout the Property.

2.12 Compliance with Setbacks. Unless otherwise approved in advance by the Reviewer or set forth herein, setbacks on each Unit must comply with the setback requirements set forth in the Mueller Design Book.

2.13 Impervious Cover Limitation. Unless otherwise approved in advance by the Reviewer, the impervious cover of any Unit within the Property shall not exceed 95% of the total surface area of the Unit. "Impervious Cover" for the purpose of this section means the definition set forth in Land Development Code of the City of Austin. Each Owner is advised that exceeding the impervious cover allocated to a particular Unit WITHOUT the advance

written approval of the Reviewer may require the removal of the excess impervious cover at the Owner's sole cost and expense. In addition, exceeding the impervious cover allocated to a Unit WITHOUT the advance written approval of the Reviewer will constitute a violation of the terms and provisions of the Governing Documents which, in addition to any other remedy for violation of the Governing Documents, may result in a fine levied against the Owner of the Unit.

2.14 Address Markers. The location, design and materials used for address identification markers on each Unit must be approved in advance of installation by the Reviewer. The Reviewer may require Units to have a second address marker located on the Dwelling Unit's exterior wall that faces an alley.

2.15 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a Dwelling Unit. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Dwelling Unit or at any other location where it would be visible from any street, any other Unit or any Master Community Facilities or Special Common Area. Unless otherwise approved by the Reviewer, all HVAC units must be screened with either (i) structural screening to match the exterior of the Dwelling Unit or (ii) landscaping, as approved by the Reviewer.

2.16 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

(i) Inside the garage of the Dwelling Unit; or

(ii) Behind the Dwelling Unit in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Unit.

The Reviewer shall have the right to specify additional locations on each Owner's Unit in which trash containers or recycling bins must be stored.

2.17 Height. The maximum building height of any Dwelling Unit may be no more than forty feet (40') measured in accordance with the methodology set forth in the City of Austin's Land Development Code. To the extent allowed under applicable law, the Reviewer shall have the right to grant variances or adjustments to the maximum building height requirements set forth herein or in the Mueller Design Book.

2.18 Landscaping. Each Owner shall be required to install landscaping upon such Owner's Unit in accordance with landscaping plans approved in advance of installation by the Reviewer. Notwithstanding any provision in this Supplemental Covenant to the contrary, such landscaping plans must be approved by the Reviewer prior to occupancy of the single family residential structure located on the Unit to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Reviewer shall be installed, and all such landscaping shall be completed, no later than the date the certificate of occupancy is issued for the Dwelling Unit on a particular Unit, unless approved in advance by

the Reviewer. The Reviewer or its assigns shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree removal and replacement.

Unless approved in advance by the Reviewer, prior to the date the certificate of occupancy is issued for the Dwelling Unit on a particular Unit, each Owner will be responsible, at such Owner's sole cost and expense, for installing an automatic irrigation system on the Unit which serves the following areas of the Unit: (i) front yard; (ii) side yards visible from adjacent streets or alleys, including the landscaped side yards of Units, but excluding any landscaped area of a Unit enclosed by a private fence creating a private yard space for the Unit; and (iii) alley-landscaped areas (the "**Yard Landscape Area**"). Any dispute as to whether a side yard is visible from an adjacent street or alley or what constitutes a front yard, side yard or alley-landscaped area for purposes of this section shall be determined by the Reviewer, in its sole discretion. The automatic irrigation system must be approved in advance by the Reviewer or must comply with rules and regulations established by the Reviewer with respect to the location and installation of the irrigation system. The automatic irrigation system must also comply with all rules and regulations: (i) set forth in the Texas Water Code; (ii) adopted by the Texas Commission on Environmental Quality; and (iii) adopted by the City of Austin.

2.19 Exterior Material Requirements; Foundation Shielding. All materials used for the construction of the exterior of a Dwelling Unit must be approved in advance by the Reviewer. In the event portions of the foundation on each front elevation and side elevation are exposed eighteen inches (18") above the finished grade, the Owner must submit a proposed design to be approved in advance by the Reviewer to cover such exposure.

2.20 Roofing. The composition, color and style of all roof materials shall be expressly approved by the Reviewer. Any metal roof material that is approved for use shall be similar in finish to Galvalume™ (or approved equal) in a color and style to be expressly approved by the Reviewer. The pitch of the primary roofing surface, excluding accessory porches, must be a minimum of 1:12 and a maximum of 9:12 unless otherwise approved in advance by the Reviewer.

2.21 Swimming Pools. Swimming pools are prohibited.

2.22 Retaining Walls. Each Owner who acquires a Unit with the intent of constructing a Dwelling Unit thereon (i.e., a homebuilder) for sale to a third-party shall be obligated, at its sole cost and expense, to construct any retaining wall which may be required by the Reviewer to be constructed on such Owner's Unit. Any retaining wall proposed to be constructed within the Property shall be constructed in accordance with specifications set forth by the Reviewer, and shall in any case be approved in advance by the Reviewer.

2.23 Square Footage. It is contemplated that each Dwelling Unit constructed on the Property will be a "Row House" as that term is defined in the Mueller Design Book.

Notwithstanding any provision in the Governing Documents to the contrary, the minimum square footage of any Dwelling Unit shall be 1,850 square feet and the maximum square footage, exclusive of open or screened porches, terraces, patios, decks, driveways, garages, and carriage houses, shall be 2,700 square feet. The Master Declarant shall have the right to grant variances or adjustments to the minimum and maximum square footage requirements of any Dwelling Unit set forth herein or in the Mueller Design Book.

2.24 Carriage Houses. A carriage house will be permitted on each Unit within the Property, if the Unit is equal to or greater than ninety (90) feet in depth and if such carriage house is approved in advance by the Reviewer. The Reviewer will be permitted to limit the number of carriage houses constructed within the Property and/or develop rules prohibiting carriage houses on particular portions of the Property. To the extent allowed under the Mueller Design Book, a carriage house may not exceed 600 square feet (exclusive of open or screened porches, terraces, patios, and decks) without Master Declarant's prior written consent, which consent may be withheld in Master Declarant's sole and absolute discretion. The square footage of a carriage house will not count towards the square footage calculation of the Dwelling Unit under *Section 2.23*. Notwithstanding anything in this *Section 2.24* to the contrary, Master Declarant makes no warranty or representation as to the availability of utilities to any such carriage house by the applicable utility service provider. Unit Owners should contact the utility service provider directly to determine the availability of utility service to a carriage house.

2.25 Concrete Truck Clean-Out Site. Each Owner who is a homebuilder may designate a Unit owned by such Owner (the "**Clean-Out Site**") for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Unit. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 2.25*, the Master Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Master Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Master Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Unit(s). Any such amounts assessed and chargeable against a Unit hereunder will be secured by the liens reserved in the Master Covenant for assessments and may be collected by any means provided in the Master Covenant for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Unit(s).

2.26 Prohibited Structures. Accessory buildings and structures, including greenhouses, cabanas, sheds, storage buildings, guest houses, and tents of a permanent nature are prohibited unless approved in advance by the Reviewer.

2.27 **All-Terrain Vehicles.** No all-terrain vehicles will be allowed to operate on any roads or trails within the Community, except for emergency purposes or in areas specifically designated for such purposes by the Master Association. Motorcycles may be used on roads within the Community only for transportation to and from a dwelling and shall be operated in a quiet manner.

2.28 **Mobile Homes, Travel Trailers and Recreational Vehicles**. No mobile homes may be parked or placed on any Unit or used as a Dwelling Unit, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles may be parked on or near any Unit so as to be visible from adjoining property or from public or private thoroughfares at any time. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Reviewer shall be permitted.

2.29 **Basketball Goals; Permanent and Portable**. Permanent basketball goals which are mounted on the Dwelling Unit are permitted if the location, design, and materials are approved in advance of installation by the Reviewer. Permanent pole-mounted basketball goals are not permitted. Neither permanent nor portable basketball goals are permitted in any street right-of-way. Portable basketball goals must be stored in the rear of the Unit or inside the garage of the Unit from sundown to sunrise. Basketball goals must be properly maintained and painted, with the net in good repair. The Reviewer reserves the right, but will have no obligation, to approve all portable basketball goals prior to being placed on any Unit.

2.30 **Antennae**. Antennae and satellite dishes may only be installed pursuant to the provisions of *Sections 2.08* and *2.09* of the Mixed-Use Covenant.

2.31 **Sanitation.** Each structure designed for occupancy will connect with sanitation facilities as are made available from time to time by the applicable utility service supplier. No septic tanks or drainfields shall be permitted on any Unit.

2.32 **On Street Parking.** On-street parking is subject to rules and regulations adopted from time to time. Such rules may include the adoption of a parking permit system and/or parking meters (the "**Parking System**"). In the event a Parking System is adopted, to the extent of any conflict between the terms and provisions of the Parking System and any rules previously adopted by the Declarant or the Master Board, as applicable, regarding parking, the terms and provisions of the Parking System will control.

2.33 **Recreational Facilities.** No tennis court, playscape, "sport court", or other recreational facility may be constructed on any Unit without the advance written approval of the Reviewer. The Reviewer shall have the right to approve in advance the location and materials to be used in the construction of any recreational facility, and may approve or deny the installation of such facility in its sole and absolute discretion. The Reviewer may condition its approval of any recreational facility based upon the erection or installation of screening. In no circumstance or event, unless otherwise approved by the Reviewer, shall any approved recreational facility be illuminated.

2.34 **Outside Burning**. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Reviewer shall be permitted. No Owner will permit any condition upon such Owner's Unit which creates a fire hazard or is in violation of fire prevention regulations.

2.35 **Lighting**. All exterior lighting of any Unit and the Improvements constructed thereon will be subject to regulation by the Reviewer.

2.36 **Obstructions**. There will be no obstruction of any walkways or bike paths or interference with the free use of those walkways and paths except as may be reasonably required in connection with repairs. The Owners, their families, tenants, guests and invitees are granted nonexclusive easements to use the walkways and paths within the Property, subject to the rules adopted by the Master Board from time to time.

2.37 **Camping**. No camping will be allowed within the Community. The foregoing restriction is not intended to prohibit camping of a small number of individuals in the yard of the Dwelling Unit. The Master Board, in its discretion, may ban or permit public assemblies and rallies within the Community.

2.38 **Party Walls**.

(a) General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No alterations may be made to any party wall other than non-structural alterations to the interior surfaces of such walls (i.e., the surfaces of such walls facing the interior of a Dwelling Unit); provided, however, that under no circumstance or event will an Owner install or attach in or on a party wall any speaker, alarm, or any other device, item, component, or system designated for the creation or emission of sound. Without limitation on the foregoing, to the extent that the actions of an Owner result in damage to a party wall, the Owner responsible for such damage is obligated to restore and pay any and all costs associated with restoring the wall to its pre-damage condition.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who the wall serves in equal proportions.

(c) Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who the wall serves may restore it, and the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such

Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors-in-title.

(e) Foundation, Fences. Common foundations which form a part of the Units and common fences between Units, if any, will be dealt with in the same fashion as party walls, as set forth in this Section.

(f) Dispute Resolution. In the event of any dispute arising concerning a party wall, or under the provisions of this Section (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Master Board, the Master Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Master Board, the Master Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other.

2.39 Town Center Disclosure. Pursuant to that certain Amendment to Notice to Purchasers of Property and Tenants within Mueller recorded as Document No. 2012130161 of the Official Public Records of Travis County, Texas, certain disclosures were provided to Owners related to the Town Center. The Property is in close proximity to the Mueller Town Center. The development of Town Center and the construction activities occurring thereon will create noise, dust, traffic disruption, and general inconvenience to Owners within the Property, as well as guests, patrons, employees and invitees to the Property. Additionally, the Town Center will contain a number of uses which may include but not be limited to restaurants and bars, which include live and recorded amplified music, commercial businesses, office space, multifamily units, retail space/shops, hotels, cinema/movie theater, a live theater, a children's museum, medical facilities, outdoor music venues, outdoor markets, outdoor street events, street closures for events, and/or other uses allowed by zoning and other applicable laws, which uses will produce increased traffic and pedestrian activities around the Property. Certain portions of uses within the Town Center may have hours of operation 24 hours a day, 365 days per year. Improvements within the Town Center may be up to 100' tall, and may include outdoor decks, patios, and rooftop terraces. Views from the Property are neither protected nor guaranteed.

2.40 Urban Rail Disclosure. Pursuant to that certain Amendment to Notice to Purchasers of Property and Tenants within Mueller recorded as Document No. 2012130161 of the Official Public Records of Travis County, Texas, certain disclosures were provided to Owners related to urban rail. Owners are hereby further advised that an urban rail line may be

constructed in close proximity to Units. In the event an urban rail line is constructed on or near the Property, construction activities related thereto will create noise, dust, traffic disruption, and general inconvenience to Owners, as well as their guests and invitees.

2.41 No Warranty of Enforceability. Master Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Supplemental Covenant. Any Owner acquiring a portion of the Property 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 such portion of the Property, agrees to hold Master Declarant harmless therefrom.

ARTICLE III
GENERAL PROVISIONS

3.01 Term and Termination. This Supplemental Covenant will be effective for a minimum of 21 years from the date it is recorded. Notwithstanding any provision in this Supplemental Covenant to the contrary, after 21 years, this Supplemental Covenant will be extended automatically for successive 10-year periods unless at least 67% of the then Owners subject to the Master Covenant sign a document stating that this Supplemental Covenant is terminated and that document is recorded within the year before any extension. In such case, this Supplemental Covenant will terminate on the date specified in the termination document. If any provision of this Supplemental Covenant would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision will expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

3.02 Pedestrian Ingress and Egress Easement. Master Declarant hereby reserves for itself, the Master Association and the public, an easement in, upon, over, through and across the following portions of the Property (a "**Pedestrian Easement Tract**"):

(a) five feet (5') on either side of the common boundary line between Lots 21 and 22, Block 67 in the Subdivision.

The Pedestrian Easement Tract will be used for the construction, installation, operation, maintenance, replacement, relocation, upgrade, and repair of: (a) sidewalks for pedestrian, bicycle and other non-motorized vehicle use only; (b) landscaping, lighting, and irrigation improvements and related facilities and appurtenances; and (c) other improvements approved in advance by the New Construction Council or the Modification Committee, as applicable (collectively, the "**Facilities**"). Each Owner shall be required to install the Facilities upon such the portion of the Pedestrian Easement Tract on such Owner's Unit in accordance with landscaping plans approved in advance of installation by the Reviewer. Notwithstanding any provision in this Supplemental Covenant to the contrary, the plans for the Facilities must be approved by the New Construction Council prior to occupancy of a Dwelling Unit located on the Unit to which such Facilities plans relate. All Facilities shown on the plans and

specifications approved by the New Construction Council shall be installed, and all such Facilities shall be completed no later than the date the certificate of occupancy is issued for the Dwelling Unit on a particular Unit, unless approved in advance by the New Construction Council. Master Declarant hereby designates the Pedestrian Easement Tracts reserved hereunder as Master Community Facilities. The exercise of the easements reserved hereunder will not extend to permitting entry into any structure, nor will it unreasonably interfere with the use of any Unit or residence or Improvements constructed thereon, other than that the portion of the Unit within the Pedestrian Easement. There will be no obstruction of the Pedestrian Easement Tract, or interference with the free use of the Pedestrian Easement Tract by the public except as may be reasonably required in connection with repairs prosecuted by the Master Association. Use of the Pedestrian Easement Tract is subject to the rules adopted by the Board from time to time.

3.03 Notice of Service Area; Insurance. This Section creates a "Service Area" (as such term is defined in the Master Covenant) and shall constitute the notice contemplated by *Section 3.3* of the Master Covenant.

(a) Designation of Service Area. Master Declarant hereby designates the Property as "**Section IX-B, Courtyard Row Houses Service Area 1**".

(b) Services Provided by Master Association. Section IX-B, Courtyard Row Houses Service Area 1 has been designated to permit the Units therein to receive certain benefits and/or services from the Master Association which are not provided to all Units within the Community. Specifically, Exhibit "A" describes the services presently anticipated to be provided by the Master Association. An easement over and across the Property is hereby reserved on behalf of the Master Association for the purpose of providing such services. Notwithstanding anything contained herein to the contrary, the Master Association will only maintain carriage houses that are constructed by a homebuilder simultaneously with the initial construction of the Dwelling Unit on a particular Unit, as determined in the Master Association's sole discretion. Each Owner acknowledges and agrees that such services will be provided exclusively by the Master Association, unless the Master Board relinquishes or assigns such rights in a written instrument recorded in the Official Public Records of Travis County, Texas. Service Area Assessments will be levied against each Unit within Section IX-B, Courtyard Row Houses Service Area 1 to fund Service Area Expenses, as more particularly described in the Master Covenant.

(c) Owner's Maintenance or Repair of Service Area. Any maintenance or repair performed on or within Section IX-B, Courtyard Row Houses Service Area 1 by an Owner or occupant that is the responsibility of the Master Association hereunder shall be performed at the sole expense of such Owner or occupant and the Owner and occupant shall not be entitled to reimbursement from the Master Association even if the Master Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or occupant of components otherwise the responsibility of the Master Association, it being understood that no repair or maintenance may

be done to components otherwise the responsibility of the Master Association without the advance written consent of the Master Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or occupant in the event of any such unauthorized maintenance or repairs.

(d) Service Area Conditions Run with the Land. The obligations and easements set forth herein shall be covenants running with each Unit within the Property and it is hereby declared: (i) that each such Unit will be held, sold, conveyed, and occupied subject to the foregoing conditions, easements and restrictions which shall run with the Unit and shall be binding upon all parties having any right, title, or interest thereto, 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 a Unit within the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the foregoing conditions, easements and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this notice shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant, Mixed-Use Covenant and any other applicable covenant.

(e) Owner's Responsibility. Except as provided in *Section 3.02(b)* above, all other maintenance of the Unit within the Property shall be the responsibility of the Owner thereof. In addition, in the event the Master Board relinquishes the right to provide services to all or any of Section IX-B, Courtyard Row Houses Service Area 1 pursuant to *Section 3.02(b)*, any maintenance or services provided by the Master Association prior to such relinquishment shall automatically become the responsibility of the Owner of the Unit to which such maintenance or services were previously provided by the Master Association. For purposes of the foregoing sentence, maintenance of landscaping, irrigation and other Improvements shall be the responsibility of the applicable Unit Owner, unless otherwise approved in writing by the Master Board. Such maintenance shall be performed consistent with this Supplemental Covenant and the Master Covenant. In the event that the Master Board determines that: (A) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (B) that the need for maintenance, repair, or replacement, which is the responsibility of the Master Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then, in addition to the enforcement and self help remedies set forth in Chapter 8 of the Master Covenant, the Master Association may turn this matter over to its attorney for further handling and/or the Master Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Master Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time.

(f) Additional Service Provided by the Master Association. Within Section IX-B, Courtyard Row Houses Service Area 1, the Master Association, as a Service Area Expense, will obtain and maintain property insurance on each Owner's Dwelling Unit as originally constructed. The property insurance shall be required to provide coverage to repair or reconstruct the Dwelling Units according to the as-built plans and specifications for each Dwelling Unit as originally constructed. Such coverage shall include all of the Dwelling Units and the fixtures initially installed therein by the builder of the Dwelling Unit and replacements thereof up to the value of those initially installed by the builder of the Dwelling Unit, but shall not include, any Improvements or betterments (including wall coverings and fixtures) made by or on behalf of any Owner other than those made by the builder of the Dwelling Unit, and also shall exclude furnishings and other personal property within a Dwelling Unit. The Owner of each Dwelling Unit will be personally liable to the Master Association for the costs and expenses incurred by the Master Association in conjunction therewith. The Master Board may allocate the property insurance expenses attributable to the Property among the Dwelling Units in proportion to the benefit received, as the Master Board may reasonably determine. The property insurance obtained by the Master Association will not cover or provide protection for an Owner's personal property (including vehicles) or liability coverage for accidents that occur within a Unit. Accordingly, each Owner shall be obligated to obtain and maintain fire and extended coverage on any Improvements or betterments (including wall coverings and fixtures) made by or on behalf of the Owner other than those made by the builder of the Dwelling Unit, and also any furnishings and other personal property of such Owner within his or her Dwelling Unit in an amount sufficient to cover one hundred percent (100%) of the replacement cost of such items. Further, each Owner will obtain and maintain general liability insurance on his or her Dwelling Unit. Each Owner will provide the Master Association with proof or a certificate of insurance on request by the Master Association from time to time. If an Owner fails to maintain required insurance, or to provide the Master Association with proof of same, the Master Board may obtain insurance on behalf of the Owner who will be personally liable to the Master Association for the cost of such insurance. If an Owner fails to pay such costs and expenses upon demand by the Master Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Unit(s). Any such amounts assessed and chargeable against a Unit hereunder will be secured by the liens reserved in the Master Covenant for assessments and may be collected by any means provided in the Master Covenant for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Unit(s). Notwithstanding any provision in this Supplemental Covenant to the contrary, in no event shall the Master Association be required to pursue any insurance claims, warranty issues or constructions defects on behalf of an individual Owner. If the Owner is the beneficiary of an implied warranty against defects to any of Improvements maintained by the Master Association and included within a Service Area, the Master Association may elect to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to any of Improvements maintained by the Master Association and included within a Service Area. In the event the Master Association elects to file, negotiate, receive, administer, and distribute the

proceeds of any such claim, each Owner irrevocably appoints the Master Association, acting through the Master Board, as such Owner's attorney-in-fact for such purposes.

3.04 **Prohibition on Additional Associations**. Unless otherwise agreed by the Master Declarant during the Development and Sale Period, and the Master Board thereafter, the Mueller Master Community, Inc. and the Mueller Mixed-Use Community, Inc. have jurisdiction over the Property, and no additional association or property owners association will be created or have jurisdiction over the Property.

3.05 **Amendment**.

(a) By the Master Declarant. The Master Declarant may unilaterally amend this Supplemental Covenant if such amendment is necessary: (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination with which it is in conflict; (ii) to enable any reputable title insurance company to issue title insurance coverage on any Unit; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency, including, for example, the Department of Housing and Urban Development. In addition, during the Development and Sale Period, the Master Declarant may unilaterally amend this Supplemental Covenant for any other purpose. However, any amendment under this paragraph will not adversely affect the title to any Unit unless the Owner of such Unit consents in writing.

(b) By Owners. Except as otherwise specifically provided above and elsewhere in this Supplemental Covenant, this Supplemental Covenant may be amended only by the affirmative vote or written consent, or any combination thereof, of: (i) the Owners representing 67% of the total votes in the Mixed-Use Association; (ii) a majority of the Master Board; and (iii) the Master Declarant during the Development and Sale Period.

3.06 **Validity and Effective Date**. No amendment may directly or indirectly remove, revoke, or modify the status of, or any right or privilege of the Master Declarant without the written consent of the Master Declarant (or the assignee of such right or privilege). If any Owner consents to any amendment to this Supplemental Covenant, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment will become effective upon recordation unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment will be presumed to have been validly adopted. In no event will a change of conditions or circumstances operate to amend any provision of this Supplemental Covenant.

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

3.08 **Enforcement and Nonwaiver.**

(a) Except as otherwise provided herein, any Owner of a Unit, at such Owner's own expense, Master Declarant, the Master Association, and the Mixed-Use Association will have the right to enforce all of the provisions of this Supplemental Covenant. The Master Association and the Mixed-Use Association may initiate, defend or intervene in any action brought to enforce any provision of this Supplemental Covenant. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof.

(b) Every act or omission whereby any provision of this Supplemental Covenant is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Unit (at such Owner's own expense), Master Declarant, the Master Association, or the Mixed-Use Association.

(c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Supplemental Covenant and subject to all of the enforcement procedures set forth herein.

(d) The failure to enforce any provision of this Supplemental Covenant at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Supplemental Covenant.

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

3.10 **Assignment of Master Declarant's Rights.** Notwithstanding any provision in this Supplemental Covenant to the contrary, Master Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Supplemental Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

SIGNATURES APPEAR ON FOLLOWING PAGES

EXECUTED to be effective the 18 day of January, 2017.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of Jan., 2017, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

VANESSA MCCANN NOTARY PUBLIC STATE OF TEXAS ID 1096026 EXP 08-28-2017

_____
Notary Public Signature

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

CONSENT PROVIDED PURSUANT TO *SECTION 1.5* OF THE MASTER COVENANT AND ACKNOWLEDGMENT THAT THIS SUPPLEMENTAL COVENANT SATISFIES THE TERMS OF PARAGRAPH 3 OF THE SPECIAL WARRANTY DEED FROM THE CITY OF AUSTIN TO CATELLUS AUSTIN, LLC, FILED SIMULTANEOUSLY HEREWITH IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS:

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

By: Lauraine Rizer
Lauraine Rizer, Officer, Office of Real Estate Services

Date: January 11, 2017

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11 day of January, 2017, by Lauraine Rizer, Officer, Office of Real Estate Services of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

MELISSA TORRES
My Notary ID # 011677893
Expires July 29, 2019

Melissa Torres
Notary Public Signature

Approved as to content:

By: Kevin Johns
Kevin Johns
City of Austin, Economic Development Department

Approved as to form:

By: Katherine Kuzmickas
Katherine Kuzmickas
Assistant City Attorney

EXHIBIT "A"

SERVICES PROVIDED TO
SECTION IX-B, COURTYARD ROW HOUSES SERVICE AREA 1

The following services will be provided to the Units within the Property and will commence as to a particular Unit on the date a residence has been constructed and is being occupied for single-family residential purposes.

1. The following services will be provided to the "**Maintained Area**" of each Unit. For purposes herein, "**Maintained Area**" will mean: (i) the portion of each Unit from the front façade of the residence on each Unit to the curb or property line of any adjacent public space, right-of-way, or street; (ii) side yards visible from adjacent streets or alleys, but excluding any portion of such Unit enclosed by a private fence creating a private yard space for the Unit Owner; and (iii) alley-landscaped areas. In the event of any disagreement of what constitutes the Maintained Area of a Service Area Lot, the determination of the Master Board or its designee will be final. Maintenance will include:

a. Mow and edge all turf areas within the Maintained Area.

b. Apply fertilizer to the turf areas within the Maintained Area as needed.

c. Manually and mechanically control weeds within the Maintained Area as required to maintain a manicured appearance. In cases of extraordinary weed problems, spot treat weeds with appropriate herbicide.

d. Treat fire ants in the turf areas within the Maintained Area with applications of "Logic" or an approved equal.

e. Maintain, mow, replace, prune, and irrigate the landscaping, including trees, within the Maintained Area in good order and repair and in a safe, clean and attractive condition. Maintenance will include, without limitation, ensuring that the landscaping, including trees, does not cause visual or physical obstructions of adjacent streets or sidewalks. The Master Association or its designated landscape company, from time to time, will provide each Owner with a schedule of dates on which landscaping maintenance within the Maintained Area will be performed. No landscaping, including trees, or any portion of the irrigation system may be removed from or installed within the Maintained Area without the advance written consent of the Reviewer.

f. Maintain, repair and replace all irrigation lines, controllers, and associated facilities within the Maintained Area (collectively, the "**Irrigation System**"), in good order and repair and in a safe, clean and attractive condition. Maintenance of the Irrigation System will include, without limitation, ensuring that the Irrigation System does not leak or cause excessive run-off onto adjacent streets or sidewalks. Each

Owner acknowledges and agrees that Units on the same block may be served by a single Irrigation System. The Master Association shall have exclusive access to the control system of the Irrigation System, and no Owner may interfere with the operation of the Irrigation System without the advance consent of the Master Association.

2. The Master Association shall maintain and keep in good repair all improvements located within the Maintained Area of a Unit, including but not limited to, any paved or concrete walkways, driveways, parking areas, and patios, if any, which are part of the Maintained Area.

3. The Master Association shall maintain, repair and replace the following Unit components: (i) roof (i.e. shingles and decking) gutters, downspouts, exterior portions of chimneys, trim; (ii) foundation; and (iii) exterior building surfaces, excluding, glass and appurtenant hardware. The garage and entry doors will be repainted on a periodic basis by the Master Association, the timing of such to be in the sole discretion of the Master Association. Except as provided in the preceding sentence, the Master Association shall not be responsible for the maintenance of the windows, doors, garage doors, lighting serving a particular Unit, and any Improvement not otherwise installed on the exterior of residence by the Master Declarant or the Master Association.

4. If a dispute arises regarding the allocation of maintenance responsibilities by this Supplemental Covenant, the determination of the Master Board will be final. Improvement maintenance responsibilities that are allocated to the Master Association are intended to be interpreted narrowly to limit and confine the scope of Master Association responsibility. It is the intent of this provision that all components and areas not expressly delegated to the Master Association are the responsibility of the individual Owners.

EXHIBIT "A-1"

MAINTENANCE RESPONSIBILITY CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Exterior Landscaping not enclosed by private fencing	All aspects.	None.
Roofs and roof facilities.	All aspects.	None.
Exterior Building components, excluding glass and appurtenant hardware.	All aspects.	None.
Building Foundation.	All aspects.	None.
Irrigation System	All aspects.	None.
Windows, doors, garage doors.	Occasional exterior painting of doors and garage doors.	All other aspects.
Exterior Landscaping enclosed by private fencing	None.	All aspects.
Unit interior, including improvements, fixtures, partition walls and floors within Unit.	None.	All aspects.
Property insurance.	Property insurance on each Owner's Dwelling Unit as originally constructed.	Fire and extended coverage on any Improvements or betterments made by or for Owner other than those made by the builder of the Dwelling Unit, and also any furnishings and other personal property of such Owner. Additionally, general liability insurance on the Owner's Dwelling Unit.
Paved or concrete walkways, driveways, parking areas, and	All aspects.	None.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
patios not enclosed by private fencing.		
Carriage houses that are not constructed by a homebuilder simultaneously with the initial construction of the Dwelling Unit.	None.	All aspects.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Master Association may perform the work after giving required notices to the Owner.

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Master Association and the Owners generally as described more fully in this Supplemental Covenant. Please note that the information set forth in this Exhibit "A-1" is a summary only and is not intended to modify any of the provisions of this Supplemental Covenant. Accordingly, in the event of a conflict between the summary set forth in this Exhibit "A-1" and any provision set forth in the Supplemental Covenant above, the provision set forth in the Supplemental Covenant above will control.

11-GF# 20160290 3 ALF
RETURN TO: HERITAGE TITLE
401 CONGRESS AVE., STE.1500
AUSTIN, TEXAS 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
January 19 2017 12:06 PM
FEE: $ 118.00 **2017009797**

ELECTRONICALLY RECORDED 2017105247
TRV 6 PGS

AFTER RECORDING RETURN TO:
Robert D. Burton
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

MUELLER COMMUNITY FEE

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended, and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain (i) First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas, (ii) Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas, (iii) Third Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2010139965, in the Official Public Records of Travis County, Texas, and (iv) Fourth Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2012011106, in the Official Public Records of Travis County, Texas.

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS [MUELLER – COMMUNITY FEE]

This Fifth Amendment to Declaration of Restrictive Covenants [Mueller – Community Fee] (the "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company (the "**Master Declarant**"), and is as follows:

RECITALS

A. The Master Declarant previously executed and recorded that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain (i) First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas, (ii) Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas, (iii) Third Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2010139965, in the Official Public Records of Travis County, Texas (collectively, the "**Community Fee Covenant**"), and (iv) Fourth Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2012011106, in the Official Public Records of Travis County, Texas.

B. Pursuant to *Section 3(b)* of the Community Fee Covenant, the Community Fee Covenant may currently be amended by: (i) majority vote of the Board of Directors of the Mueller Master Community, Inc., a Texas non-profit corporation (the "**Board**"); and (ii) written consent of the Master Declarant.

C. The Master Declarant and the Board now desire to amend the Community Fee Covenant, as provided hereinbelow, and have executed this Amendment for purposes of evidencing their consent hereto.

NOW, THEREFORE, the Community Fee Covenant is hereby amended and modified as follows:

1. **Section 1(a)(v) – Deposit of Community Fee Into Community Investment Fund**. The first sentence of Section 1(a)(v) of the Community Fee Covenant is hereby deleted in its entirety and replaced with the following:

> The Board or the Fund Committee will establish a Community Fee Investment Fund with a financial institution or foundation for purposes of depositing, receiving and distributing the proceeds of the Community Fee.

2. **Section 1(b) – Community Activities, Services, Programs and Capital Improvements**. Subection (b) is hereby added to Section 1 of the Community Fee Covenant as follows:

(b) Community Activities, Services, Programs and Capital Improvements. Through the administration of the Community Fee, the Board or Fund Committee (as applicable) may organize, fund, and administer such community-building activities, services, programs (including, but not limited to, the Mueller Affordable Homes Program) and capital improvements and other infrastructure as the Board or Fund Committee (as applicable) deems appropriate to serve as a means to: (i) enhance and promote the advancement of, *inter alia*, the Community and surrounding neighborhoods; (ii) encourage, support and fund programs, activities, services, interests or construction of improvements or other infrastructure benefiting, affecting, or of interest to, *inter alia*, the Community and surrounding neighborhoods; and (iii) fund charitable, educational, social, cultural, recreational, environmental, political and/or physical activities, capital improvements or other infrastructure, services or programs benefitting, affecting or of interest to, *inter alia*, the Community and surrounding neighborhoods.

3. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Community Fee Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Community Fee Covenant remain in full force and effect as written.

EXECUTED to be effective the 26 day of June, 2017.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

The following signatures represent a majority of the eight (8) member Board of Directors of the Mueller Master Community, Inc.:

GREG WHATLEY Director

Suzanna Y. Caballero, Director

R.J. Brimbie, Director

Jim Walker, Director

Rob Rygas, Director

KEARY TATE, DIRECTOR

CONSENT PROVIDED PURSUANT TO *SECTION 3(b)* OF THE COMMUNITY FEE COVENANT:

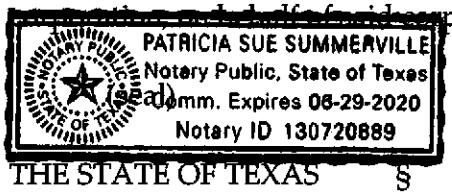
CATELLUS AUSTIN, LLC, a Delaware limited liability company

By:
Printed Name: GREGORY J. WHATLEY
Title: E.V.P.

ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of June, 2017 by Kerry Tate, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

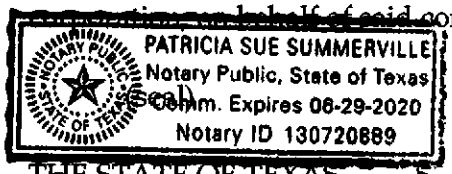


(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of June, 2017 by Susanna Caballero, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

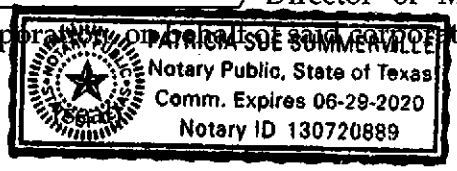


(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of June, 2017 by RJ Brimble, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

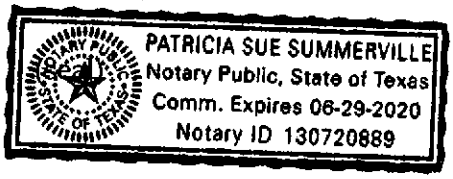


(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of June, 2017 by Jim Walker, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.



(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of June, 2017 by Rob Repass, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

PATRICIA SUE SUMMERVILLE
Notary Public, State of Texas
Comm. Expires 06-29-2020
Notary ID 130720889

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of June, 2017 by Greg Weaver, _____ of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

PATRICIA SUE SUMMERVILLE
Notary Public, State of Texas
Comm. Expires 06-29-2020
Notary ID 130720889

Notary Public Signature

4833-9048-6597v.3
59630-2 4/26/2017

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
June 30 2017 12:39 PM
FEE: $ 46.00 **2017105247**

ELECTRONICALLY RECORDED 2017150480
TRV 184 PGS

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

AMENDED AND RESTATED MUELLER DESIGN BOOK

Travis County, Texas

THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THAT CERTAIN MUELLER DESIGN BOOK, RECORDED AS DOCUMENT NO. 2005193821, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED.

Cross Reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended.

AMENDED AND RESTATED MUELLER DESIGN BOOK

This Amended and Restated Design Book (the "**Design Book**") is made and executed by the **NEW CONSTRUCTION COUNCIL** (the "**NCC**") established pursuant to the terms and provisions of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), and is as follows:

RECITALS:

A. **CATELLUS AUSTIN, LLC**, a Delaware limited liability company, is the "**Master Declarant**" under the terms and provisions of the Master Covenant. Master Declarant previously recorded that certain Mueller Design Book, recorded as Document No. 2005193821, Official Public Records of Travis County, Texas, as previously amended (the "**Original Design Book**").

B. Pursuant to *Section 5.4(a)* of the Master Covenant, the NCC has the authority to amend the Master Design Book so long as the NCC has review authority under *Section 5.2(a)* of the Master Covenant. The NCC has review authority under *Section 5.2(a)* of the Master Covenant.

C. The NCC desires to and hereby so does amend and restate the Original Design Book in its entirety, as set forth herein.

D. In accordance with *Section 5.4(a)* of the Master Covenant, an amendment to the Mueller Design Book must be executed by the Master Declarant and the City of Austin. The Master Declarant and the City of Austin have executed this Design Book to evidence their consent to the amendment and restatement of the Original Design Book, as set forth herein.

NOW, THEREFORE, the NCC hereby amends, restates and replaces the Original Design Book as follows:

1. Design Book. The Original Design Book is amended, restated and replaced with the Amended and Restated Mueller Design Book, attached hereto as Exhibit "A" (the "**Design Book**").

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant.

EXECUTED to be effective as of the 29th day of August, 2017.

SIGNATURES APPEAR ON FOLLOWING PAGE

NCC:

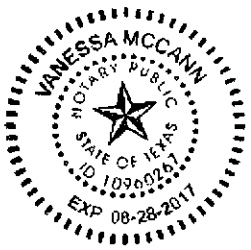
NEW CONSTRUCTION COUNCIL

By: _____
Jim Adams, Chairman

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 22 day of Aug., 2017, by Jim Adams, Chairman of the New Construction Council.

(SEAL)



Notary Public Signature

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED:

CATELLUS AUSTIN, LLC,
a Delaware limited liability company

By:_____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22 day of Aug. 2017, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

VANESSA MCCANN NOTARY PUBLIC STATE OF TEXAS ID 1098026-7 EXP 08-28-2017

Notary Public Signature

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED:

THE CITY OF AUSTIN,
a Texas home rule city and municipal corporation

By: _____
Kevin Johns, Director
City of Austin Economic Development Department

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29 day of AUGUST, 2017, by Kevin Johns, Director of Economic Development Department of the City of Austin, Texas, a Texas home rule city and municipal corporation, on behalf of said city.

[SEAL]

MONA SANCHEZ
MY COMMISSION EXPIRES
February 3, 2018

_____
Notary Public Signature

Approved as to form:

By: _____
Katherine Kuzmickas
Assistant City Attorney

Exhibit "A"
Design Book



MUELLER DESIGN BOOK

THE MASTER PLAN FOR
ROBERT MUELLER MUNICIPAL
AIRPORT REDEVELOPMENT

MUELLER

AUSTIN TEXAS

Original Edition
NOVEMBER 2004

REVISED SEPTEMBER 2017

MUELLER DESIGN BOOK

THE MASTER PLAN FOR
ROBERT MUELLER MUNICIPAL
AIRPORT REDEVELOPMENT

CITY OF AUSTIN, ECONOMIC DEVELOPMENT DEPARTMENT
CATELLUS AUSTIN, LLC





CATELLUS

Prepared by McCann Adams Studio

Original Edition
NOVEMBER 2004

REVISED SEPTEMBER 2017

Design Book Disclaimer:

This Design Book is envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances. As such, it is anticipated that over the life of the community, the guidelines herein will be refined, waived or amended to incorporate new conditions, special opportunities and/or circumstances.

The Master Developer and the City of Austin advise any party acquiring an interest in the property to obtain a current copy of this Design Book before making any decisions about acquiring any such interest.

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied, with respect to this Design Book. Each party acquiring an interest in property that is the subject of this Design Book, whether by purchase, lease, as collateral for a loan or otherwise, acknowledges and agrees that it is acquiring such interest without relying upon any such representation, warranty, statement or other assertion, oral or written, made by the Master Developer or the City or any representative of either, with respect to this Design Book, but rather, is relying upon its own examination and inspection.

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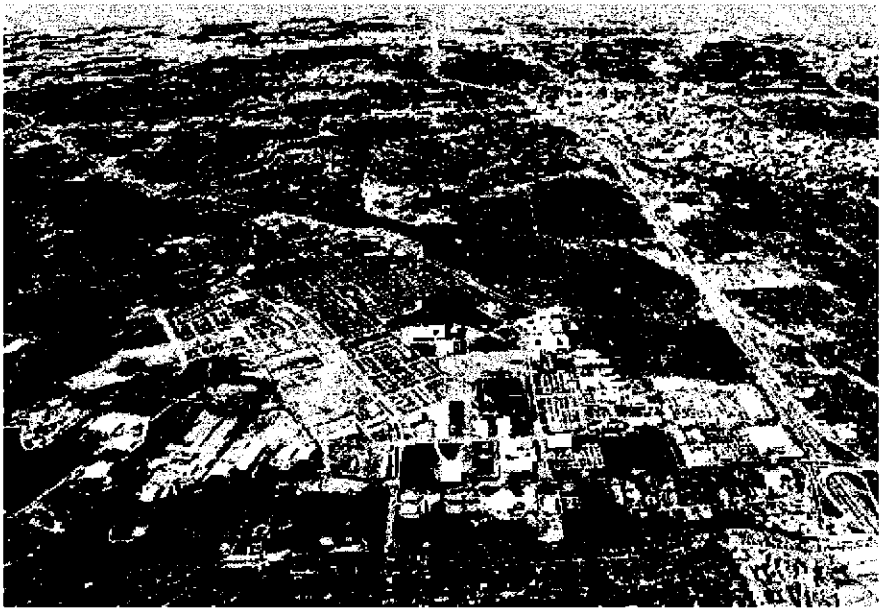
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PREFACE

This represents the second edition of the Mueller Design Book, first published in 2004, as an attachment to the Mueller Master Development Agreement (MDA) between the City of Austin and Catellus Development Corporation, the master developer for Mueller. This edition of the Design Book benefits from the experience gained by ten years of construction that has occurred since the MDA was executed. At the time of this printing, the community is just over 40 percent completion. Market opportunities and the flexibility of the MDA have allowed the Master Plan to evolve from the original 2004 plan. For instance, the Town Center District, originally conceived as a grocery-anchored neighborhood center with surface parking has evolved into a pedestrian-intensive mixed-use center of retail, residential, office and hotel uses. In 2009, the City Council adopted an amendment to the Planned Unit Development (PUD) zoning, allowing for a greater mix and density of uses in the Town Center District. And in an effort to promote greater levels of affordability, a wider diversity of housing types has also been introduced, all of which adhere to the fundamental principles of this Master Plan.



Mueller: November 2016 Construction of the first phases of development began in 2005 on the western portions of the 700-acre property.





Bicycle and Pedestrian-Friendly Streets

Mueller has been many years in the making. The vision grew out of the 1984 Citizens for Airport Relocation (CARE) plan which called for a new town in-town, promoting compact and higher density development, compatible with the surrounding single-family neighborhoods. In 1996, the Council-appointed 16-member RMMA Redevelopment Process and Goals Task Force, representing a complete spectrum of Austin interests, reiterated this vision, calling for the creation of a compact and pedestrian-oriented, mixed-use community. The





Natural Greenways and Engaging Public Spaces

Task Force challenged the City to create a district that would be an alternative to land-consumptive and automobile-dependent development patterns throughout the region. The project was intended to demonstrate the City's commitment to responsible and sustainable urban development, and to influence the form and pattern of growth within Austin as it entered the new millennium. With this vision, the Task Force and the City Council articulated some clear goals for the master plan, stating that the redevelopment of RMMA must marshal long-term market forces through an effective public-private partnership to promote:

- ***Fiscal Responsibility:*** Redevelopment must create a positive revenue stream that will fund on-site infrastructure and increase the City's tax base for the benefit of all citizens.

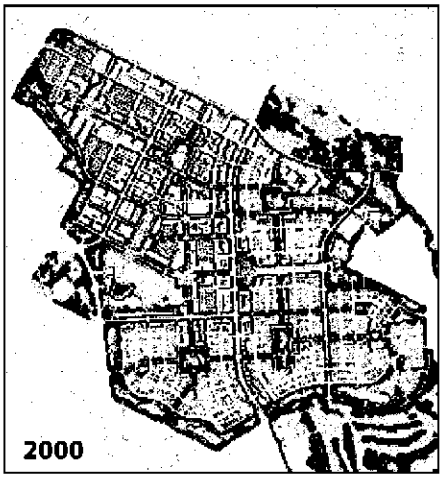
- ***Economic Development:*** The project should serve to reinforce Austin's role in an increasingly global marketplace and create a wide range of employment opportunities for a diversity of the community's citizens.

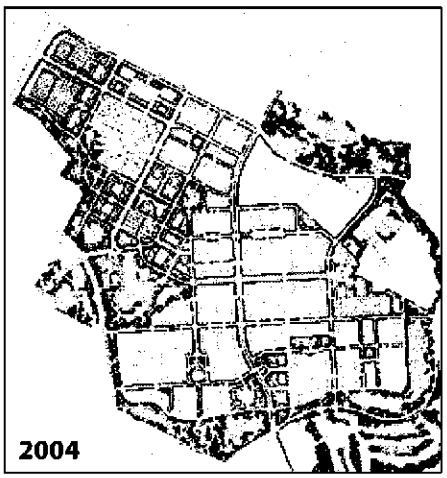
- ***East Austin Revitalization:*** The project must promote economic development opportunities within East Austin, giving local residents a direct stake in redevelopment.

- ***Compatibility with Surrounding Neighborhoods:*** Development must maintain and enhance the quality of life in adjacent neighborhoods, providing complementary linkages, land uses and transportation patterns.

- ***Diversity:*** Redevelopment must offer a wide range of housing choices in order to create a new community of socially and economically diverse residents.

- ***Sustainability:*** Development should be planned in a way that promotes energy and water efficiency, environmental quality, reduced auto dependency, watershed protection and green space preservation.



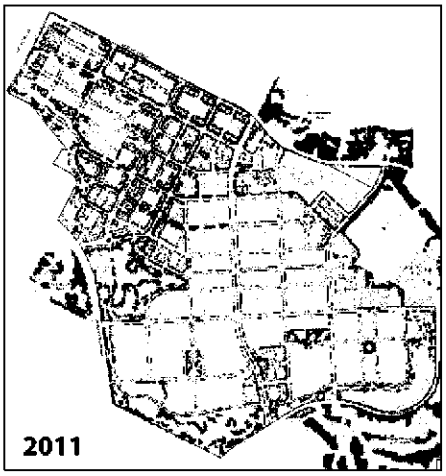


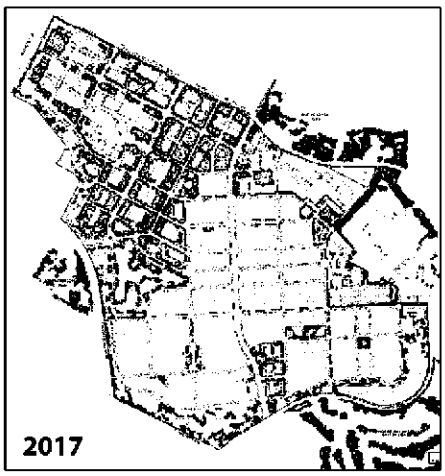
In addition to these goals, which were unanimously endorsed by all of the neighborhoods surrounding Mueller, the Task Force called for new development: to provide a viable alternative to sprawl; to break down the social and physical barriers presented by IH-35; and to establish an on-going process to involve neighbors in the evolution of the community.

In 1997, a three-year planning process was initiated by the City and its selected consultant team led by ROMA Design Group. Over this period hundreds of public meetings were held to document and further develop the community's vision for this 700-acre site in Central Austin. At the outset of the planning process, it was agreed that the State of Texas would utilize 240 acres of the property for a consolidated State office complex with the remainder of the land dedicated to mixed-use development, consistent with the directives of the RMMA Redevelopment Process and Goals Task Force. By 1999, the State had opted out of the development and a cohesive reuse and redevelopment plan was developed for the entire property.

In 2000, the City of Austin approved the RMMA Reuse and Redevelopment Plan which became the springboard for more detailed development planning with Catellus when it was selected as the Master Developer in 2002. For two years following their selection, Catellus and the City of Austin worked to refine the plan and establish the specific terms for the disposition of the airport property within an overall Master Development Agreement. This Design Book represents the updated Master Plan and encompasses and incorporates the 2000 Reuse and Redevelopment Plan and refinements that have been made to the Plan since its adoption. The City of Austin's Economic Development Department Redevelopment Division administers the implementation of Mueller with a dedicated team coordinating the ambitious public-private development agreement with Catellus.

Since its adoption in 2000, the Illustrative Plan has been refined to respond to changing conditions and opportunities, while continuing to be guided by the six goals of the Master Plan.





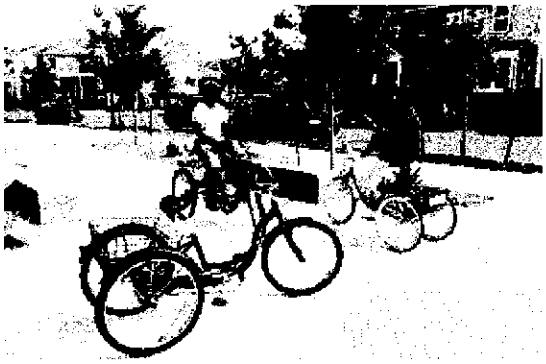
The Design Book sets forth guidelines for the design of buildings and public and private open spaces within the Mueller community and is incorporated as part of the Master Development Agreement. The guidelines are intended to supplement the zoning provisions of the Mueller Planned Unit Development (PUD), which was adopted by the City Council in August 2004 and amended in 2009. They are also intended as supplements to the Mueller Master Community Covenant, the applicable Mueller Employment Center/Town Center (EC/TC) Community Covenant or Mueller Mixed Use Community Covenant, any applicable Supplemental Covenant, and all applicable amendments and supplements thereto (collectively the "Community Covenants"), which have been formulated to establish the governance for the new community. As set forth in the Community Covenants, the design guidelines are administered by either the New Construction Council (NCC) or the Modifications Committee (MC). The process for development and design approval is set forth in the final chapter of this Design Book.

Since the first design submission, the standards have evolved to take into consideration experiences and issues as they have arisen. Each project reviewed by the NCC or the Modifications Committee, as applicable, has been evaluated with the guidelines that were effective at the time of submission; various amendments have been incorporated over time, and this edition of the Design Book includes all of the amendments and revisions effective at this time of publication. The guidelines provided in this edition of the Design Book shall govern all development hence forth.

The design guidelines promote connectivity, neighborliness, activity, authenticity, sustainability and livability.

The design guidelines have been developed to promote a cohesive and high quality development that achieves the community's vision for Mueller. They are intended to guide new development in ways that promote connectivity, neighborliness, activity, authenticity, sustainability and livability. They are not intended to be highly prescriptive solutions that dictate a particular style, but rather as performance criteria that can encourage diversity, creativity and innovation in the spirit of the Austin community.





The Design Book is organized into eight chapters and several appendices. ***Chapter One: The Plan for Mueller***, describes the underlying goals and planning principles for the new community. ***Chapter Two: The Neighborhoods***, outlines the design guidelines for Mueller's four mixed-use residential neighborhoods. ***Chapter Three: The Town Center District*** provides the guidelines for the creation of a mixed-use commercial center within walking distance of these neighborhoods. ***Chapter Four: The Employment Centers***, describes guidelines for the Northwest and Northeast Quadrants which include the Austin Studios Campus, the Dell Children's Medical Center of Central Texas (Children's Hospital), a regional retail and mixed-use complex along the IH-35 frontage blocks, and the Market District. ***Chapter Five: Open Space and Recreation***, describes the program and design treatments for parks and open spaces throughout Mueller. ***Chapter Six: Landscape and Streetscape***, establishes the design approach for the treatment of streets and open spaces throughout the community. ***Chapter Seven: Sustainability and Green Urbanism***, sets forth the design strategies for achieving green urbanism through community design, building design and an integrated infrastructure system. Finally, ***Chapter Eight: Administration of the Design Book***, describes the process and submission requirements for the review and approval of individual development projects.

In addition to these eight chapters, the Design Book includes eight appendices that provide more detailed standards and technical information. ***Appendix A: Residential Landscape Design Guidelines*** and ***Appendix B: Commercial Landscape Design Guidelines*** provide detailed standards and specifications for planting within the community; ***Appendix C: Plant List*** enumerates the range of trees, shrubs and other plant materials that can contribute to a sustainable, healthy and diverse landscape palette; ***Appendix D: Mueller Street Cross Sections*** describes the hierarchy of streets throughout the community, their critical dimensions and the location and placement of landscape elements; ***Appendix E: Aldrich Street District Streetscape Manual*** provides streetscape standards for the Aldrich Street District; Signage and Storefront Guidelines are described in ***Appendix F***; and the 51st Street Vision Plan is included in ***Appendix G***.

To the extent that any applicable government ordinance, building code or regulation imposes a more restrictive standard than the standards set forth in any Mueller Covenant described in this Design Book, the applicable government standard will control. To the extent that any applicable government standard is less restrictive, the more restrictive of the Mueller Covenants and this Design Book will control. Plans submitted to the NCC and the MC must comply with all applicable laws, codes, regulations and governmental requirements. Owners are advised to obtain a copy of, and carefully review, the Community Covenants. Owners must not rely solely on the Design Book for the purpose of the design, planning, construction, or use of their property.

Mueller Chronology

1930 Robert Mueller Municipal Airport (RMMA), Austin's first airport, is dedicated on former farmland.

1936 Commercial airline service is established at RMMA.

1943 The Ragsdale-Browning aerial service hangar is constructed of laminated wood due to World War II material shortages.

1961 A new control tower and terminal built for the Jet Age is dedicated by Vice President Lyndon B. Johnson.

1971 Over the next two decades, citizens and leaders consider options for a new Austin airport as RMMA becomes increasingly landlocked.

1984 A grassroots group, Citizens for Airport Relocation (CARE) calls for the airport to move and releases a vision plan for redeveloping the site.

1993 Voters approve bonds to build a new airport at the site of the recently decommissioned Bergstrom Air Force Base.

1996 RMMA Redevelopment Process and Goals Task Force publishes a report establishing key planning principles for redevelopment.

1997 The City contracts with ROMA Design Group to develop a reuse and redevelopment master plan, and the City Council creates the RMMA Advisory Group. The City Council approves ROMA's public participation plan for widespread community involvement.

1999 Robert Mueller Municipal Airport officially closes.

2000 City Council adopts the RMMA Redevelopment and Reuse Plan and creates the RMMA Plan Implementation Advisory Commission to advise Council on implementation of the plan.

The City issues an RFQ in a nationwide search for a master developer.

2001 The Congress for the New Urbanism awards the Mueller redevelopment plan a Charter Award for urban design, placemaking, and community building.

2002 The City selects Catellus Development Group to be the master developer and begins negotiations on the Mueller Master Development Agreement.

2003 Seton Healthcare Network, the City, and Catellus agree to locate a new children's hospital at Mueller.

2004 City Council approves zoning to implement the Mueller master plan.

City Council approves the Master Development Agreement for Mueller on December 2, 2004.

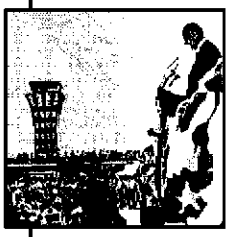
2005 A Mixed-Income Housing Symposium hosts national experts to inform the creation of the Mueller Affordable Homes Program.

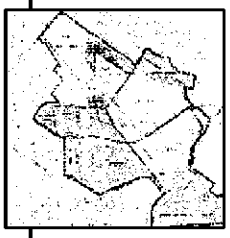
National League of Cities honors Mueller with the James C. Howland Award for Municipal Enrichment.

2007 Southwest Educational Development Laboratory (SEDL), now known as AIR, opens as the first commercial building in Mueller.

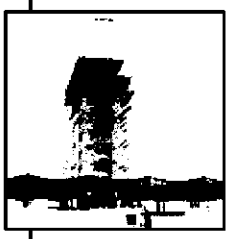
Mueller's first park, the Northwest Greenway, opens, including the first leg of the 13-mile hike and bike network designed to link to surrounding neighborhoods.

Ragsdale-Browning hangar stabilization is complete.













2007 Mueller Central, the community information center, opens as an adaptive reuse of the former Signature Terminal.

First stores in Mueller's regional retail center open.

Seton's Dell Children's Medical Center of Central Texas opens.

The first single-family homes are occupied.

2008 The Urban Land Institute names Mueller a finalist for the J. Ronald Terwilliger Award for Workforce Housing Models of Excellence.

Envision Central Texas presents Mueller a Community Stewardship Award.

Seton Family of Hospitals' Administration Building and headquarters opens, consolidating their administrative and executive employees.

The Mueller Foundation non-profit is established by Catellus to fund long-term community goals for Mueller and sustain the Mueller Affordable Homes Program.

Workforce Housing Summit convenes architects, builders, affordable housing experts, and employers to explore affordability by design and new product types and partnerships.

Lake Park, the Southwest Greenway, with a Blackland Prairie restoration, and Ella Wooten Park and pool open.

2009 The International Economic Development Council recognizes Mueller with a Sustainable and Green Development Award.

Mosaic at Mueller opens as the first multi-family development in Mueller.

Dell Pediatric Research Institute opens as the first building on the University of Texas Health Research Campus in Mueller.

2010 Control Tower exterior preservation and restoration activities are completed.

2012 Wildflower Terrace, the first predominantly affordable apartment community, opens for seniors.

City Council endorses the East 51st Street Vision Plan, guiding future improvements for the corridor.

2013 Paggi Square is complete.

The first protected bike lanes, known as "cycle tracks", are introduced in Mueller.

HEB, a full-service supermarket, opens with Mueller's Market District.

The Thinkery, Austin's children's museum, opens as the first anchor of the Aldrich Street District.

2015 Austin Independent School District's regional Performing Arts Center opens in Mueller.

Mueller's first Live-Work Shop Houses open, facing Paggi Square.

The American Planning Association awards Mueller the HUD Secretary's Opportunity and Empowerment Award.

2016 John Gaines Park, pool, and community gardens open.

Mueller achieves a LEED Gold for Neighborhood Development rating by the U.S. Green Building Council.

2017 Alamo Drafthouse Cinema and adjacent restaurants and shops open in the Aldrich Street District.

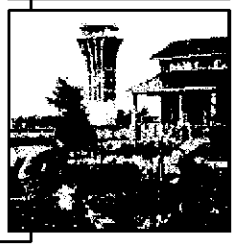


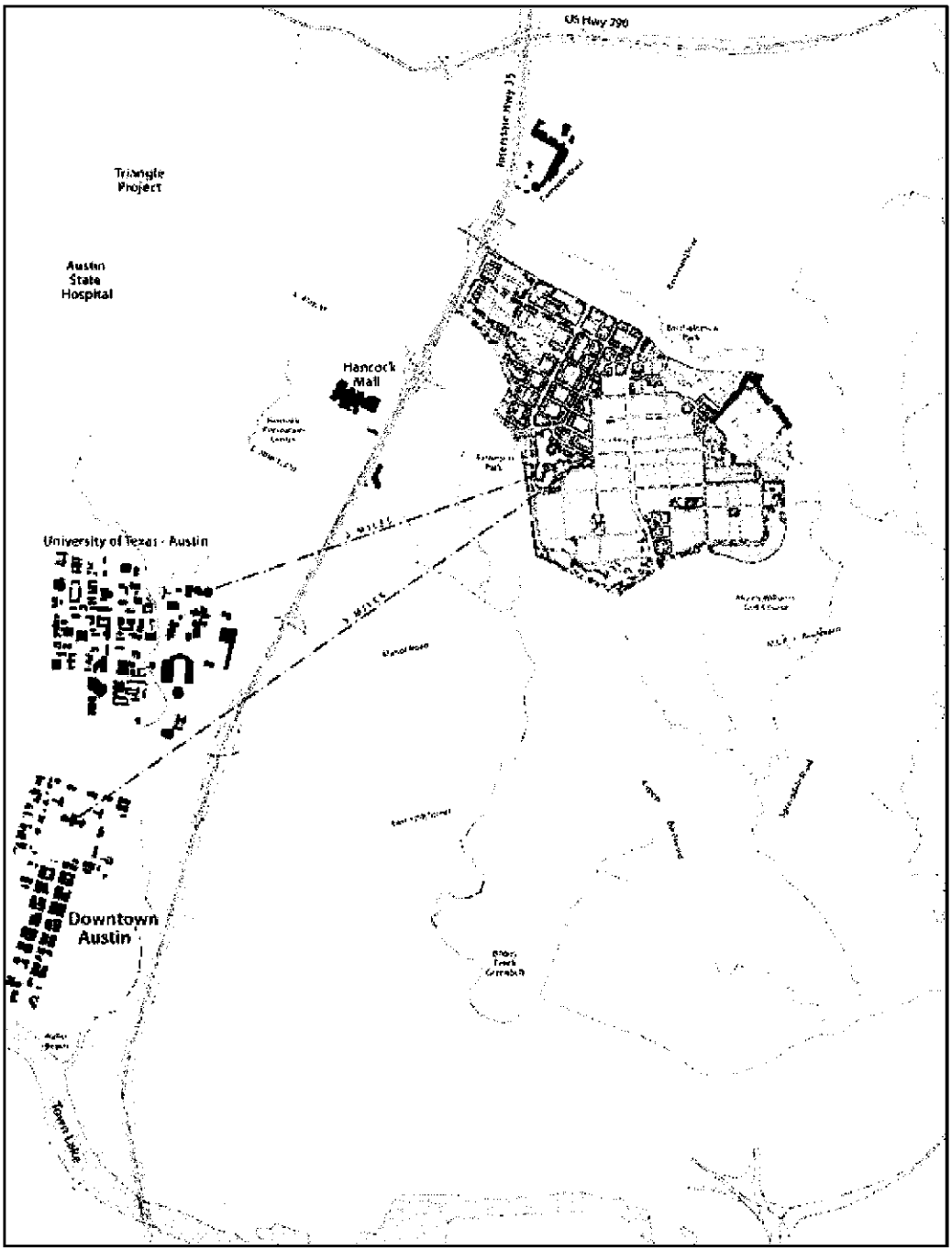












City Context

THE PLAN FOR MUELLER

For more than 70 years, Robert Mueller Municipal Airport represented a void in the fabric of the East Austin community. The impacts of the airport had led to disinvestment and deterioration in surrounding neighborhoods. Redevelopment has provided the opportunity to knit the 700-acre property back into the community in a manner that has complemented and enhanced the quality of life and environment of adjacent areas, while creating a new mixed-use community reflective of the City's goals for a more sustainable and livable approach to growth in the region.

Redevelopment of the airport has also helped to achieve broader public objectives related to economic development and revitalization, overcoming the perceptual barrier of the IH-35 freeway, and providing an alternative to the outward expansion of the City. In order to achieve the underlying goals of sustainability, compact development and neighborhood compatibility set forth by the community, specific planning principles have been established for Mueller. These principles are the structuring elements of the master plan, and support a vision of a new community within a community—one that is welcoming, diverse and inclusive, that complements and extends the surrounding neighborhoods and that becomes an integral part of the urban and social fabric of Austin.

Redevelopment has made Mueller an integral part of the surrounding community.

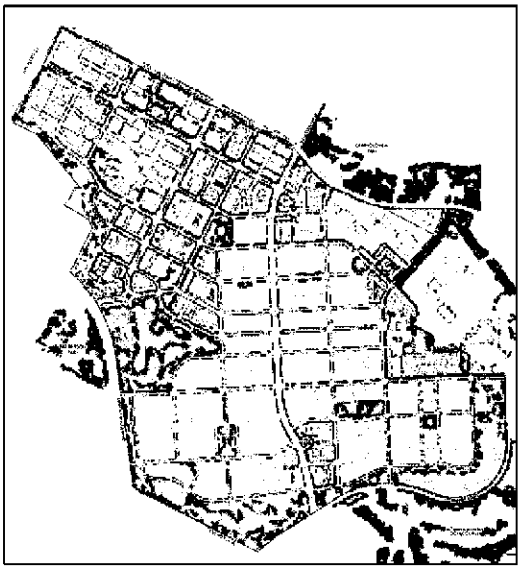


Lake Park



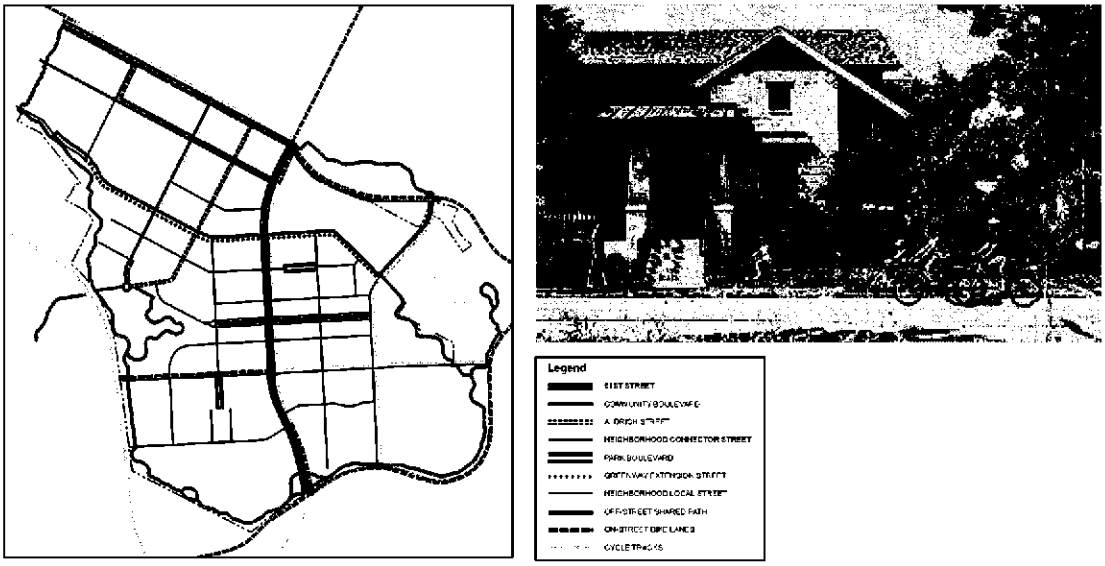
Garden Court Homes





Open Space: *An interconnected system of open spaces and pedestrian ways promote the walkability and amenity of the new community while forging strong links with surrounding parks and neighborhoods.*

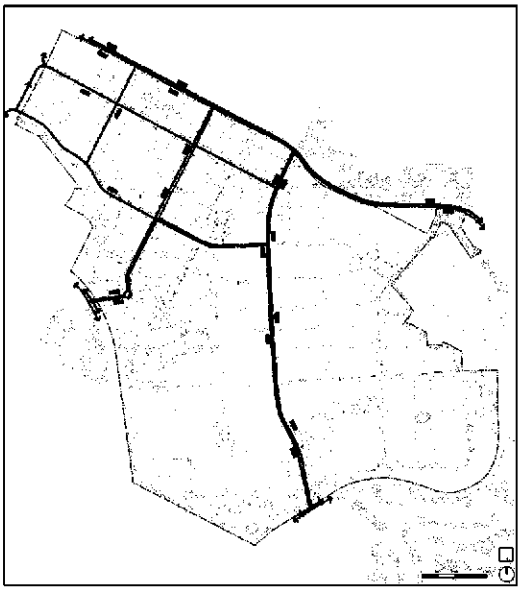
With the development of Mueller, significant new public open space and recreational opportunities are being created for residents, employees and visitors. The open space system comprises more than 20 percent of the property, or approximately 140 acres, and is designed to contribute to the overall structure and identity of the new community, providing: a diversity of spatial experiences, including large parks and playfields; smaller parks that contribute to a sense of community and neighborliness; urban plazas and open spaces that provide for social gatherings, celebrations and informal interaction; and a neighborhood school and community recreation area. A continuous system of landscaped greenways along the perimeter of the site connect surrounding neighborhoods and open spaces, including Patterson and Bartholomew Parks and Morris Williams Golf Course, with the activities and open spaces within the new community. Lake Park, an approximately 30-acre park adjacent to the Aldrich Street District, provides a central open space amenity for informal gatherings as well as major civic events. As such, the open spaces of Mueller are intended to provide a seamless extension of existing open space resources contributing to a larger "necklace" of greenways and parks within the area. They are designed not just to serve the residents and employees at Mueller, but as welcoming and accessible places for all Austinites and visitors to enjoy. Chapter Five of this Design Book provides a more detailed description of each of the open space elements of the new community.



Streets: *Roadways and streets are designed to distribute traffic in a way that minimizes impacts on adjacent communities. They serve as an extension of the open space, pedestrian and bicycle network, contributing to the community's sense of place and identity.*

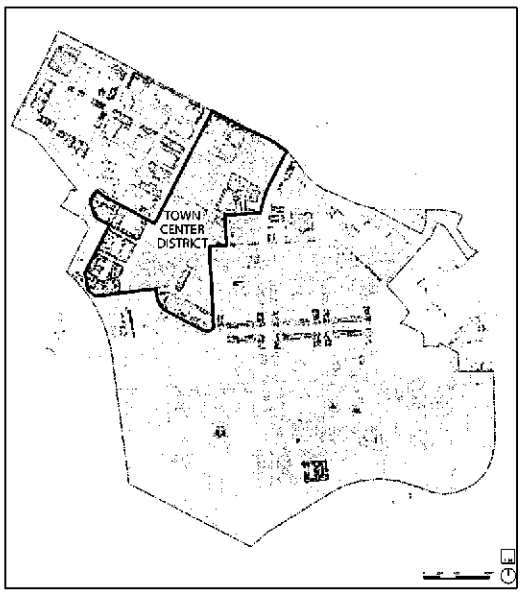
Streets are the "connective tissue" of our modern communities. At Mueller, they are conceived and designed not only as movement corridors, but also as pedestrian-friendly public spaces that provide a strong sense of place and orientation and contribute to the social life of the community. The streets are designed to extend and enrich the open space system and the network of pedestrian and bicycle ways throughout the new community. The hierarchy of roadways gives structure to the community and to the districts and neighborhoods within it. The street pattern is designed to provide efficient multi-modal circulation between IH-35 and the regional roadway arterials in the vicinity of Mueller, including Airport Boulevard, East 51st Street and Manor Road. A network of roadways within the property distributes traffic to the various activities of the new community without overburdening the existing perimeter streets. Multiple connections to the perimeter streets are established to promote an even distribution of traffic and are configured and operated to discourage cut-through traffic within the existing and future neighborhoods. A comprehensive network of on- and-off-street bicycle lanes, cycle tracks and paths is planned throughout Mueller to extend existing systems surrounding the site. Cross-sections for each of Mueller's streets are provided in Appendix D.





Transit: *The pattern and intensity of development is planned in conjunction with a comprehensive program of transit improvements aimed at reducing automobile dependence.*

Transit is essential to the goal of achieving a compact, pedestrian-oriented community that fulfills the development potential of this property. Austin has, over the past fifteen years, contemplated a program of urban rail and rapid bus transit lines radiating out of the downtown core to the university, the airport, and the outlying neighborhoods. Mueller offers one of the few opportunities in the region for the development of a transit-based community with sufficient densities and a pattern of land uses that can reinforce and justify the considerable public investment necessary to support high capacity transit. As such, the Master Plan allows for the alignment of future rail or high capacity bus service through the heart of Mueller in a manner that will put the majority of residents and employees – more than 26,000 people within a five to ten-minute walk of transit. The City and Capital Metro have worked with Catellus to establish possible high capacity corridors along Berkman Drive and Mueller Boulevard to serve major destinations like the Town Center District and the Dell Children's Medical Center. It is estimated that such transit service combined with the concentration of walkable destinations and transportation demand management measures (e.g., employer programs to encourage van pooling, carpooling and transit use) could divert up to 10 percent of single-occupancy vehicle trips generated by this new community. Other alternative transportation measures like car and bicycle share programs will also contribute to decreased single-occupancy trips.

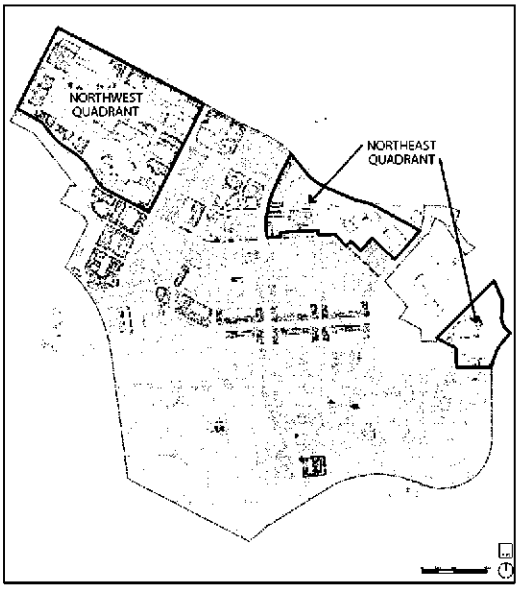




Town Center District: *A walkable and transit-oriented Town Center District provides the social, cultural and commercial focus for both the new community and the surrounding neighborhoods.*

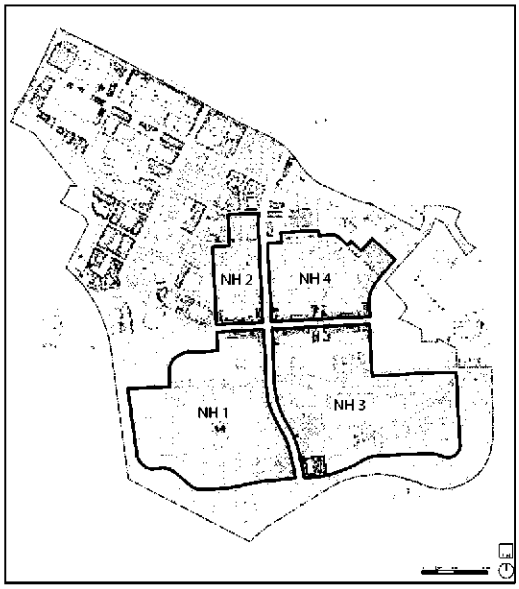
At the heart of the Mueller community, the Town Center District will be a vibrant mixed-use district, composed of higher density residential and commercial office buildings, cultural institutions and a ground-level environment of shops, restaurants, cafés, entertainment, high quality public parks and public-serving uses. The district will be situated within easy walking and/or biking distance of the existing and planned neighborhoods that surround it. At its core, a pedestrian and bicycle-friendly retail street (i.e., Aldrich Street) lined with shops and restaurants will provide a convenient destination for residents and the surrounding neighborhoods as well as an attractive gathering place for people throughout Austin. Shared parking facilities within the Aldrich Street District (Town Center) are intended to manage parking demands and to promote a "park-once" behavior, allowing smaller-scaled buildings to be constructed without the burden of large on-site garages. The Town Center District will develop incrementally with multiple developers and users, with a mix of national and local businesses to create a diverse and dynamic district that reflects Austin's eclectic and entrepreneurial spirit. Chapter Three provides design guidelines and a more detailed description of the Town Center District.





The Northeast and Northwest Quadrants: *Mueller provides opportunities for economic development and job creation in a way that complements and extends the compact and pedestrian-friendly pattern of the community.*

In addition to the mixed-use Town Center District, the Mueller plan designates approximately 120 acres for additional employment, nonprofit and other uses that promote the City's broader economic development goals. Austin homegrown businesses and those that manifest the values of sustainability are particularly encouraged. The Northwest Quadrant, adjacent to IH-35, has been targeted for major employment and regional uses that can benefit from this highly accessible and visible location. Approximately 32 acres of this area is occupied by the Dell Children's Medical Center of Central Texas and an approximately 16 adjacent acres serves as an academic health research campus for The University of Texas. Along IH-35 and East 51st Street, regional-serving retail and commercial uses have been developed to provide early revenue for infrastructure construction. A grocery-anchored convenience center (the Market District), and the film production campus of the Austin Studios is located east of Berkman Drive along East 51st Street in the Northeast Quadrant. Further east, a campus of non-profits is being developed by philanthropist Dick Rathgeber in compliance with Mueller design standards. All of these areas are seen as an integral part of Mueller, with the same levels of pedestrian orientation, connectivity and amenity. Chapter Four provides design guidelines for these Employment Centers located in the Northeast and Northwest Quadrants.





Neighborhoods: *New neighborhoods extend the qualities of existing Austin neighborhoods while promoting a compact and walkable environment with a diversity of housing opportunities.*

Surrounding the Town Center District, the plan calls for the creation of four mixed-use residential neighborhoods. The character of these neighborhoods reflects many of the qualities of Austin's distinctive neighborhoods. Tree-lined streets create a continuous vegetated canopy, with homes oriented to the streets in a way that creates a socially interactive community. Parking garages for residential units are accommodated primarily along rear alleys and in auto courts in order to reduce their visual dominance. Homes and units face the street, mediated by porches or stoops that provide "eyes on the street" and promote neighborliness. Each neighborhood is oriented to a central park, with smaller pocket parks, tot lots and play areas for children. The configuration of the streets and open spaces provide walkable and bikeable connections to the Town Center District, to the perimeter greenways, and to bus stops. A mixture of yard houses, garden houses, row houses, mixed-use shop houses, multi-unit Mueller houses, and mixed-use apartment houses are carefully configured to promote a diverse and inter-generational population. At least 25 percent of these homes are part of Mueller's Affordable Housing program, interspersed throughout the community and indistinguishable from market-rate homes. Chapter Two of the Design Book provides design guidelines for development within the neighborhoods.



Natural Habitat Restoration



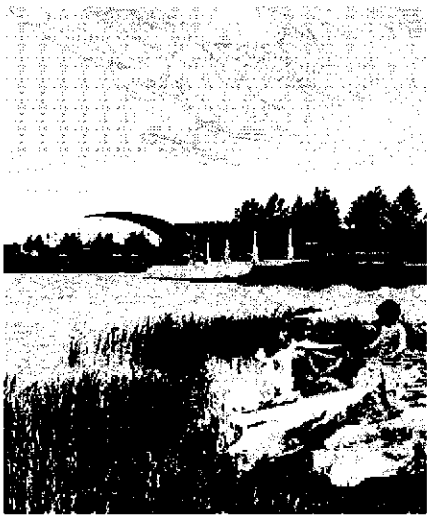
Solar SunFlowers

Sustainability: *The Mueller community embraces the fundamental tenets of sustainable development and design along with the principles of Traditional Neighborhood Development and New Urbanism, creating an integrated "Green Urbanism" approach.*

Mueller's program of "Green Urbanism" promotes sustainability at three distinct levels:

- *Green Community Design:* The creation of a compact, walkable and transit-oriented community with a mixture of residential, commercial and civic uses provides a clear alternative to the automobile-dominant patterns of development that have prevailed in much of metropolitan Austin.

- *Green Buildings:* Mueller applies the sustainability principles of the U.S. Green Building Council (USGBC) LEED™ green building program, and the City's own Austin Energy Green Building program to encourage: energy and water efficient buildings; the selection of materials that are non-toxic, recycled, regionally sourced and manufactured, and sustainably harvested; and site designs that provide heat island mitigation, light pollution reduction and stormwater management.



Lake Park



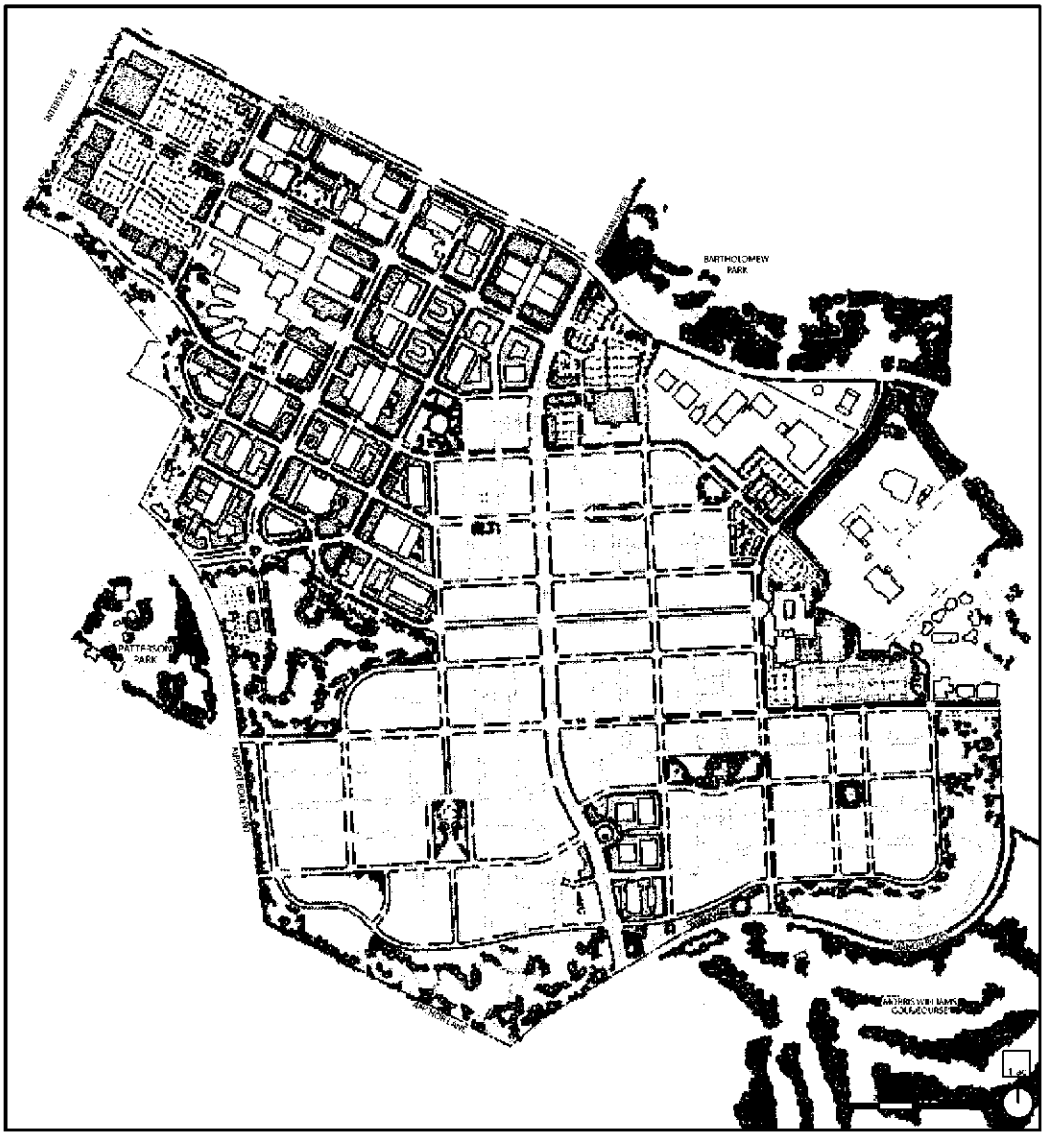
Rain Garden

- *Green Infrastructure:* Mueller's infrastructure system, including its parks, roadways, and utilities, is designed to promote fundamental sustainability principles. The park system is designed to reduce off-site flooding and to naturally filter pollutants from stormwater before it is released into the natural stream systems. The street system is designed to support pedestrian and bicycle circulation. Over 15,000 trees selected from an approved list of indigenous or adapted plant materials are being planted to create a diverse and comfortable environment that mitigates the heat island effect, reduces stormwater runoff and filters the air. The utility system is also designed to reduce potable water consumption through the extension of reclaimed water for irrigation into much of the community. An innovative on-site Combined Heat and Power (CHP) plant by Austin Energy provides steam heating, chilled water cooling and on-site electricity production to the Dell Children's Medical Center complex and nearby commercial and institutional buildings within the Northwest Quadrant and Aldrich Street District.

Mueller is a pilot project in the U.S. Green Building Council's LEED for Neighborhood Development Pilot Program, with Stage 3 Gold Certification.

In addition to environmental sustainability, Mueller is also committed to achieving economic and social sustainability by promoting: affordable and diverse housing suitable for a broad segment of the population; opportunities for aging in place within the community; access to a diverse spectrum of jobs; recruitment of local businesses and entrepreneurs; and multi-modal alternatives to the automobile.

Chapter Seven of this Design Book provides specific performance criteria aimed at achieving the highest levels of sustainability.



Illustrative Plan

- **Civic/Institutional**
  - School, Recreation Center, Hospital, Austin Film Society, Fire Station
- **Yard Houses**
  - Single Family Detached
- **Row Houses/Shop Houses**
  - Townhouse, Single Family Attached, Live-Work Loft
- **Mueller Houses**
  - Condos/Lofts with 4 to 6 units per house
- **Mixed Use Commercial**
  - **Retail, Office, Medical Office, Research Development**
- **Mixed Use Residential**
  - **Office, High Density Multifamily, Retail**
- **Open Space**

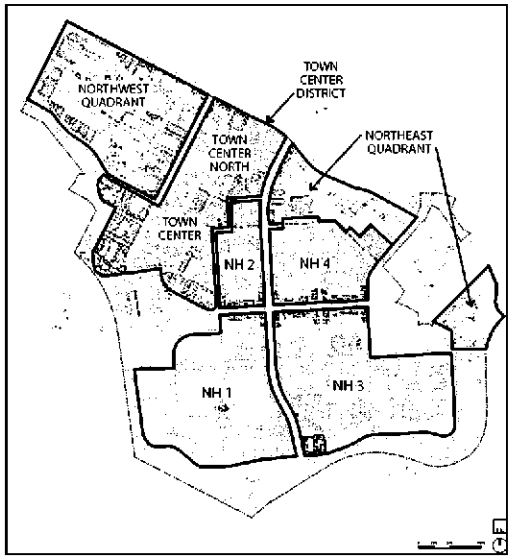
Illustrative Plan and Development Program

The illustrative plan and development program indicate how the Mueller community could potentially build out in conformance with the Master Plan over the next 10 years. As shown, it is anticipated that the community could be developed with approximately 6,200 units of housing, and 4.3 million square feet of commercial, civic or employment uses. The PUD zoning allows for up to 6,450 units of housing and up to 5.3 million square feet of non-residential development subject to the limitations of the Traffic Impact Analysis. 25 percent of all housing units built at Mueller are included in the Mueller Affordable Homes program with for-sale homes available to households at or below 80 percent of the Median Family Income (MFI) for Austin and for-rent homes available to households at or below 60 percent MFI. Starting in 2016, future phases include an additional 10 percent of homes in the for-sale program targeted for households earning 80 percent to 120 percent of MFI.

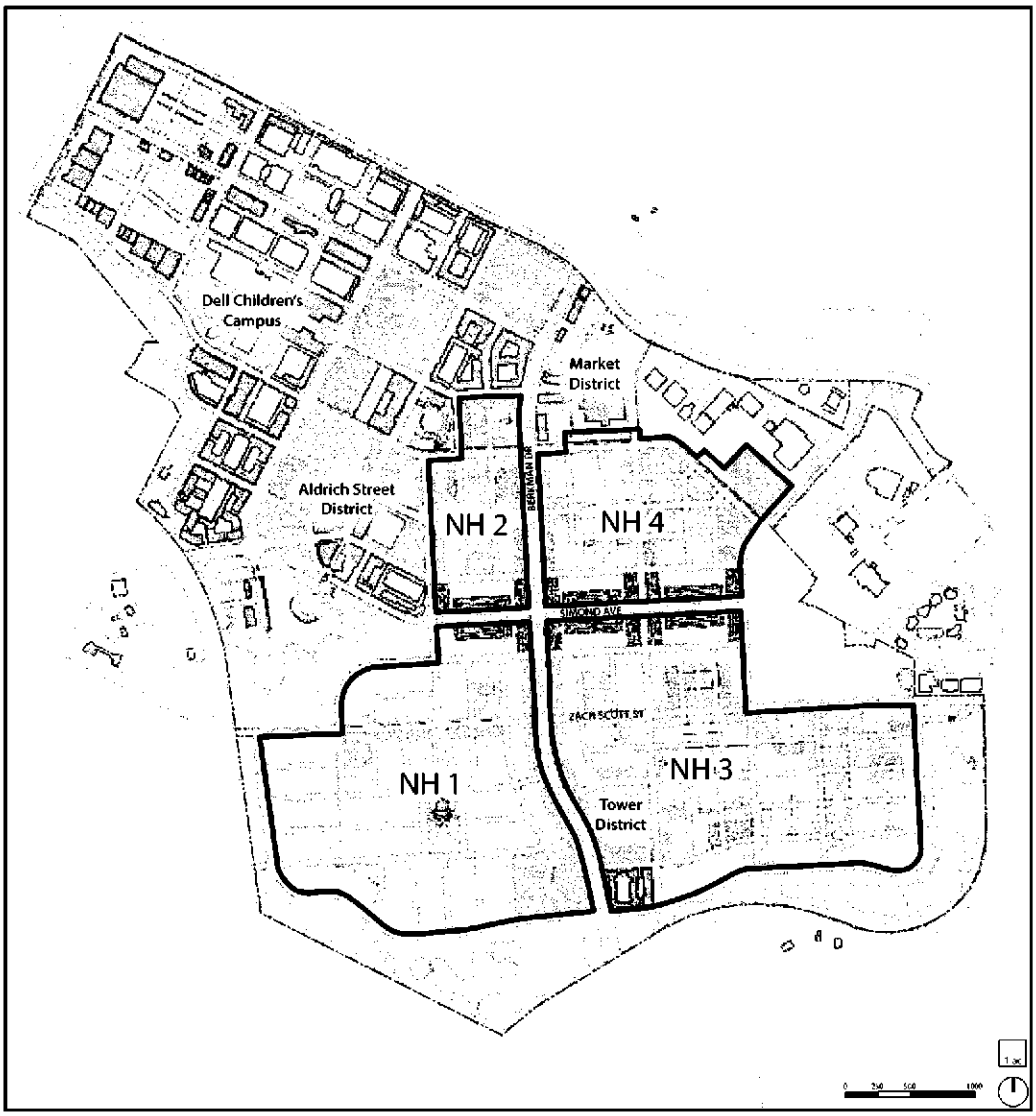
The precise program and configuration of development will vary somewhat from the illustrative plan and program as further opportunities and new conditions present themselves. Additional density could occur as automobile trips are reduced, as transit ridership and other modes of travel (e.g. bike, pedestrian) are increased as the market allows, and/or as additional opportunities arise within the parameters of the PUD and the Design Book. The following chapters of this book provide the design guidelines that are being used by individual builders, developers, architects and landscape architects to bring this vision to reality.

		Public Open Space	Northwest & Northeast Quadrants	Town Center District	Neighborhoods	Total
Area (acres)		140	140	115	305	700
Non-Residential (sf)	Office/ Research/ Other		690,000	1,726,000		2,416,000
	Civic/Cultural/ Film/Education/ Park Buildings	218,000	220,000	92,000		530,000
	Retail/ Hospitality Other		618,000	222,000	21,000	861,000
	Hospital		1,214,000			1,214,000
	Total (sf)	218,000	2,742,000	2,040,000	21,000	5,021,000
Residential (dwelling units)	Apartment/ Condos			2,950	800	3,750
	Mueller Houses				250	250
	Row Houses/ Shop Houses				1,100	1,100
	Yard Houses/ Garden Houses				1,100	1,100
	Total (du)			2,950	3,250	6,200

NOTES:
1. Development Program is illustrative and subject to change.
2. Acreages are approximate.
2. Rathegeber's Ridge is not included in the illustrative Program
3. Any additional development will be subject to the Mueller Traffic Impact Analysis (TIA).
4. Open space is inclusive of neighborhood parks and other publicly-accessible open spaces.
5. Rights-of-way are included in each area total.



Illustrative Development Program



The Mueller Neighborhoods

ILLUSTRATIVE RESIDENTIAL BUILDING TYPES

- APARTMENTS/CONDOS
- 4-6-UNIT MUELLER HOUSE
- ROW HOUSE PASEO 15' X 40'
- GREEN/TOWN ROW HOMES
- SHOP HOUSE 22.5'-25' X 50'-85'
- SMALL LOT ROW HOUSE 22.5'-25' X 45'-55'
- ROW HOUSE 22.5'-25' X 70'-90'
- COURTYARD ROW HOUSE 28' X 90'
- SMALL LOT YARD HOUSE
- YARD HOUSE 55' X 90'
- YARD HOUSE 45' X 90'
- YARD HOUSE 37' X 90'
- GARDEN COURT HOUSE 30' X 80'
- PUBLIC OPEN SPACE

THE NEIGHBORHOODS

The Mueller community includes four mixed-use residential neighborhoods organized around and within convenient walking distance of the Town Center District and the network of parks and open spaces. Each of the neighborhoods is programmed with a wide range of building types to foster a population with diverse demographic and economic characteristics. Families, seniors, single workers, young couples and students will live within close proximity of one another, promoting neighborhoods that reflect the diversity and richness of the larger Austin community. Each neighborhood contains a park as a focal point with resident-serving amenities. While one particular architectural style is not mandated, all buildings within the neighborhoods will be designed to be:

- ***Neighborly,*** with a strong street orientation, and with porches and entries that provide "eyes on the street" and promote interaction and socialization among residents, reinforcing the pedestrian scale and character of the community.

- ***Sustainable,*** employing strategies to: conserve energy and water resources; use healthy long-lasting and low-maintenance building materials; integrate building siting and landscaping; and mitigate light pollution and heat island effect.

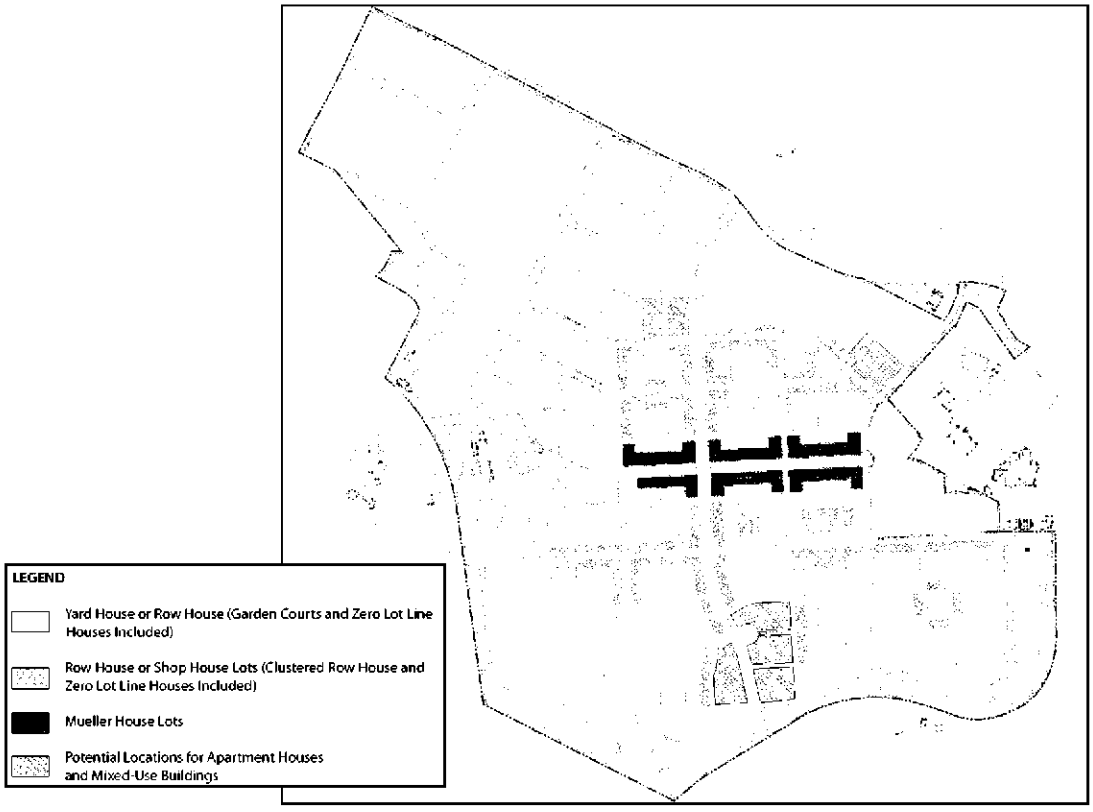
- ***Compatible,*** in scale and character with adjacent structures in the same vicinity.

- ***Indigenous,*** utilizing, to the extent practicable, local materials and regional Central Texas architectural approaches.

A series of eight building types are deployed throughout the neighborhoods. These include: 1) Yard Houses, 2) Garden Court Houses, 3) Garden (Zero Lot-Line) Houses, 4) Row Houses, 5) Shop Houses, 6) Clustered Row Houses, 7) Mueller Houses (i.e., multi-unit four, five and six-plex buildings), and 8) Apartment/ Mixed-Use Buildings. Building types are located to help structure the community. For instance, Mueller Houses, designed to resemble larger homes, are located along Simond Avenue, the community's main east-west boulevard, to create a stately parkway linking the neighborhood school with the Lake Park and the Aldrich

Street District. Residential row houses and live-work shop houses are located throughout the neighborhood and along major connecting streets to promote a diversity of activity and housing choices. Apartments and mixed-use buildings create a neighborhood activity center near the control tower. Yard houses and garden houses are distributed throughout the neighborhoods on a variety of lot sizes. Small lot fee-simple row houses along streets and clustered around courtyards and paseos offer additional for-sale options. The distribution of residential and mixed-use building types is illustrated on the diagram below. Additional building types may be introduced if the NCC finds that such building types reinforce the goals of affordability, neighborhood livability and quality.

The remainder of this chapter describes: site planning standards to guide the layout and organization of the neighborhoods; design guidelines for each of the eight neighborhood building types; and guidelines that pertain to the design character, treatments and materials of all neighborhood buildings. At the end of the chapter building guidelines are provided pertaining to all of the housing types.



Distribution of Neighborhood Building Types

NEIGHBORHOOD SITE PLANNING STANDARDS

A Preliminary Plan (Case # C8-04-0043) has been filed by the Master Developer with the City of Austin, describing the layout of the neighborhoods and the Aldrich Street District. Any revisions to the layout of the neighborhoods shown in the Preliminary Plan must adhere to the following site planning standards:

a. With the exception of multi-family residential or mixed-use sites, all properties will be served by alleys. Some exceptions to this standard may be provided as described in the guidelines for yard houses.

b. Block lengths will typically be 600 feet or less in length, and will not exceed a maximum length of 750 feet. Cul-de-sacs are not permitted, except as an interim condition.

c. At least 90 percent of all residential units will be within 600 feet of an open space (measured from the front entry of the unit to the open space along public streets), including a neighborhood park, pocket park, greenway, or Lake Park, and no unit will be greater than 850 feet from such an open space.

d. At least 90 percent of all detached yard-house lots will be no greater than 5,000 square feet in area.

e. A minimum of 1,440 detached yard-house units and/or attached row house or shop house units will be provided within the neighborhoods.

f. A minimum of approximately eight acres of land will be designated for multi-family housing or mixed-use residential/commercial development within the neighborhoods. Multi-family parcels will be distributed throughout the neighborhoods, with any one parcel not exceeding an area of approximately five acres.

g. Each neighborhood will include or be adjacent to a neighborhood park. Neighborhood and pocket parks, Lake Park, and the perimeter greenways will be lined with public streets, and residential units along those streets will front such open spaces. Rear yards will not be permitted to abut public open space or streets.

h. The design and treatment of streets within the neighborhoods will be consistent with the Mueller street cross sections set forth in Appendix D of this Design Book. Within the Aldrich Street District, they shall comply with Appendix E: Aldrich Street District Streetscape Manual.

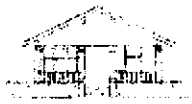
i. Bike parking will be provided in compliance with Appendix A and B, Mueller Single Family Residential and Commercial Landscape Design Guidelines for Bicycle Parking Standards.

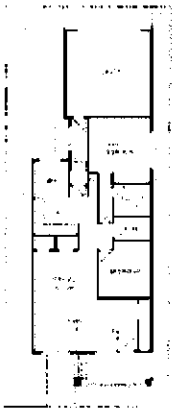
Notes: The term "neighborhoods" as used in this Design Book may not correspond to neighborhoods created by the Master Development under the Community Covenants. Neighborhoods created under the Community Covenants are created for the purpose of facilitating a representative system of voting. There may be multiple voting neighborhoods within each of the four mixed-use residential neighborhoods referred to in this Chapter.

BUNGALOW

65 % Impervious Cover
1330 SF Floor Area









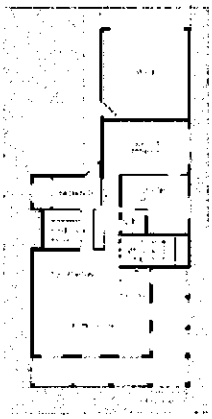


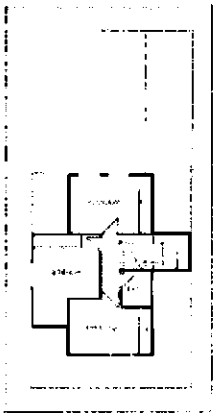
1-1/2 STORY COTTAGE

44% Impervious Cover
2330 sf Floor Area











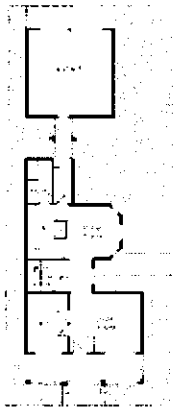


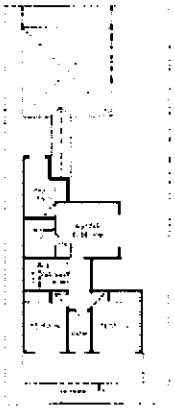
2-STORY

46% Impervious Cover
1592 SF Floor Area













Mueller Yard House Concepts and Constructed Examples

2.1 YARD HOUSES

The single-family detached yard house is a dominant residential building type in each of the mixed residential neighborhoods. Single-family detached lots generally range in size from approximately 3,330 square feet (37' x 90') to 5,000 square feet (55' x 90'), promoting a diversity of housing opportunities. The following guidelines are applied to the design of all yard houses within the community:

Auto Access: Yard houses will be served by rear alleys. Fronting garages will be permitted only in exceptional cases, where the garage is at least 50 feet back from the front property line, where a side yard driveway from the street is a maximum of 10 feet in width, and where the site and architectural design is skillfully employed to reduce or eliminate the visual effect of the garage.

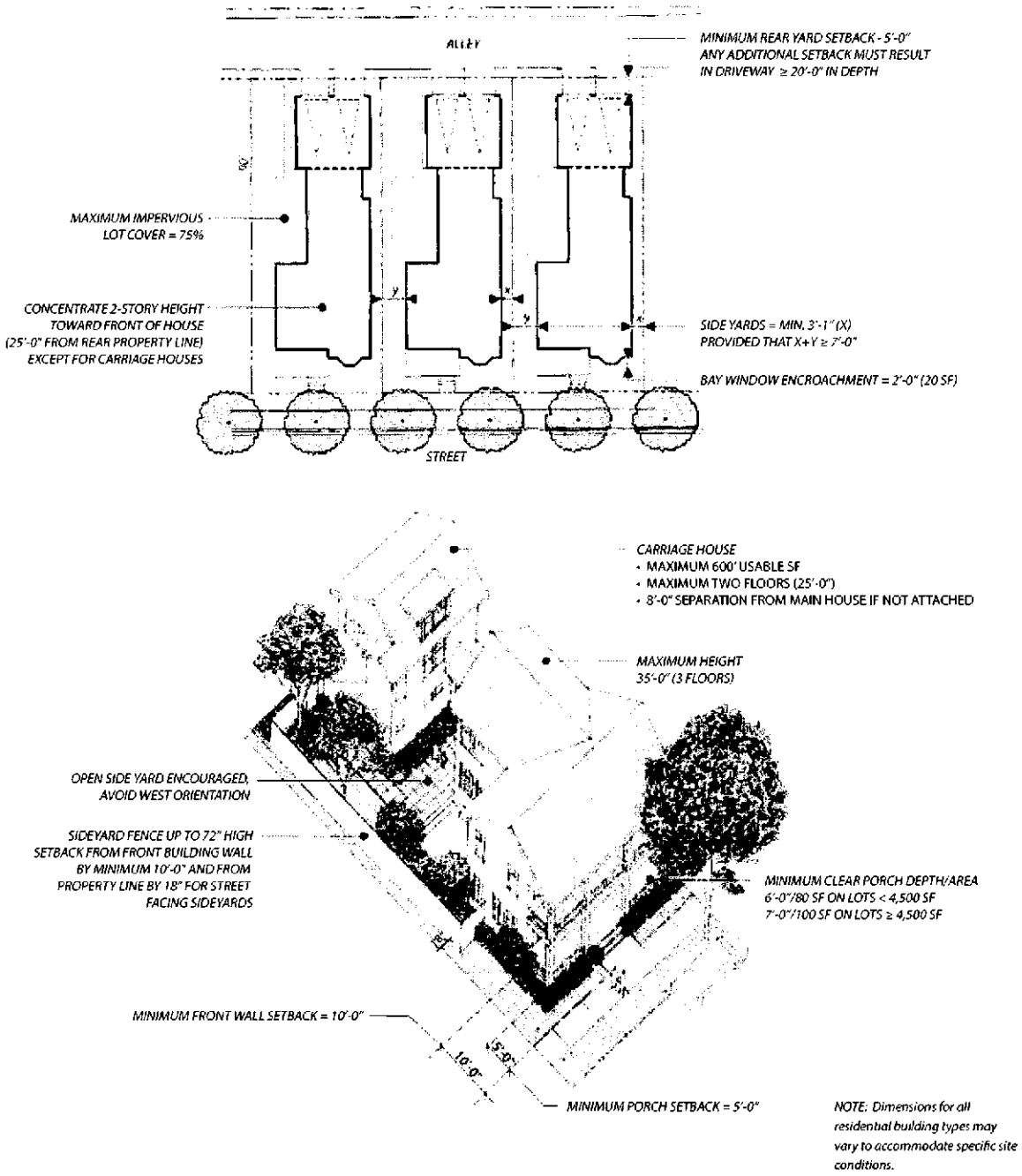
Variation and Diversity: To promote diversity and interest within the neighborhoods, the following guidelines are applied:

- Each block face shall contain at least four different floor plan models with no more than two of the same building elevation. A separation of at least four lots shall be maintained along the same block face for any model. A minimum of a two lot separation is necessary across the facing street for any model. Similarly, buildings with the same material/color schemes must vary according to the floor plan model rule described above. (See exhibit on p. 29).
- To the extent practicable, a mix of single, one- and one-half, to two- and one-half story homes should be introduced along a block face.
- A mix of materials, colors and treatments should be employed.

Porches: All yard houses will have ground level front or corner porches with a minimum area of 80 square feet and a minimum clear depth of 6'-0" beyond balustrades and railings. Yard houses on lots of 4,500 square feet or greater will have ground level porches with a minimum clear area of 100 square feet and a

In the spirit of traditional Austin neighborhoods, Yard Houses include a mixture of bungalows, one-and one-half and two-story buildings, all with a strong orientation to the street.



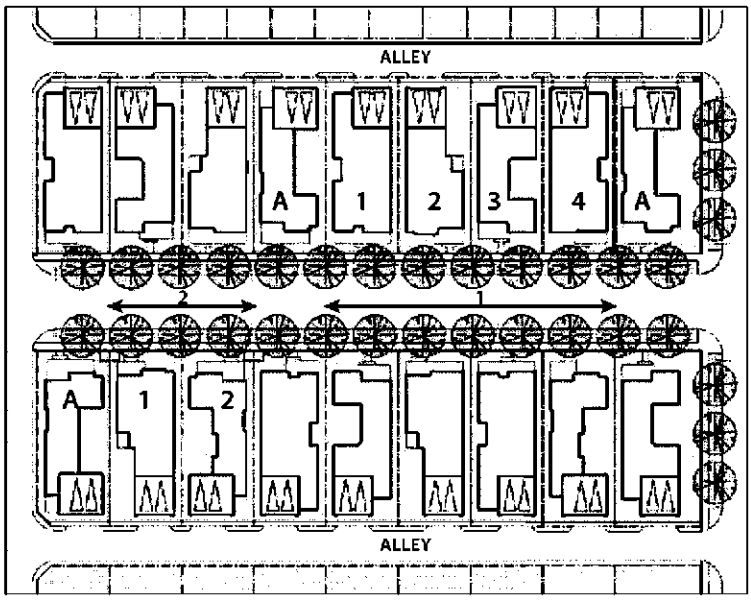


NOTE: Dimensions for all residential building types may vary to accommodate specific site conditions.

Yard House Development Standards

minimum clear depth of 7'-0" feet. Reduction of the porch area requirements will be considered by the NCC, if such reductions do not undermine the usability of the porch. Unless there is no other reasonable way to meet City of Austin visitability requirements (e.g., elevating the garage to the same level as the unit), the porch will be no less than 1'-6" or more than 3'-0" above the elevation of the fronting sidewalk to provide privacy and clear separation from the street. The porch will be clearly delineated from the front yard with at least 1'-0" grade change; the use of columns and open railings is encouraged. Two-story porches and second floor cantilevered porches in the tradition of Central Texas residential buildings are also encouraged to provide additional outdoor space, and to mediate the harsh summer sun.

Roof Forms: Yard houses should generally have sloping roofs, employing gables, hips and dormers. To the extent practicable, south and west-facing slopes should be introduced to allow for the architectural integration of photovoltaic panels, solar water heating and induced ventilation, subject to NCC or Modifications Committee (MC) approval as required. The roof pitch of the principal building should generally



FLOOR PLAN MODEL & MATERIAL / COLOR SCHEME REPETITION

1 FOUR-LOT SEPARATION REQUIRED BETWEEN MODELS ON SAME BLOCK FACE

2 TWO-LOT SEPARATION REQUIRED BETWEEN MODELS ON BLOCK FACE ACROSS STREET

Variation and Diversity

utilize slopes of 6:12 or greater and generally no more than 9:12; however, greater slopes up to 12:12 may be appropriate where living space is incorporated under these roofs. South and west-facing slopes should be optimized to provide for rooftop solar panels. Slopes of less than 6:12 will be permitted subject to NCC approval, where eaves project from the face of the building, or for porch roof pitches and ancillary buildings and wings. Flat roofs will be permitted by the NCC on a case-by-case basis for buildings utilizing contemporary forms that complement the desired neighborly qualities of the community. They are also permitted on ancillary structures, when they are used for outdoor terraces and decks. Mansard and false roofs are not permitted on yard house structures. Rooftop equipment (e.g., HVAC units, satellite dishes, vent stacks, etc.) will be architecturally integrated within the volume of the building, and not visible from streets, alleys or other public areas. (See Chapter Seven Guidelines for Solar Ready Neighborhood Buildings)

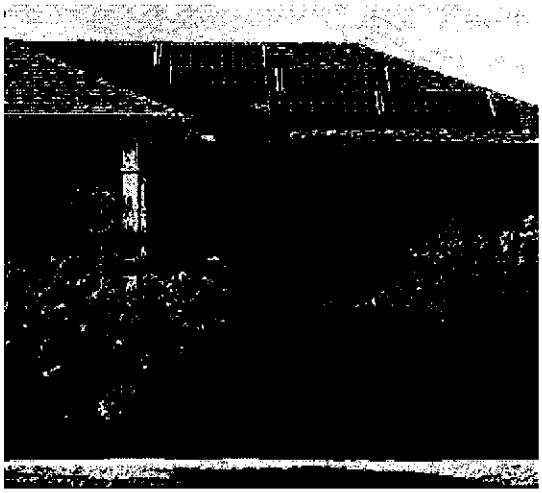
Building Height and Massing: Yard houses will not exceed a height of 35 feet or three stories. Massing of yard houses should:

- Concentrate height toward the front of the lot.
- Employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure.
- Introduce moldings, belt courses, decorative eaves and other architectural elements that provide interest and scale.

Note: Building height throughout Mueller is measured in the same manner as that used by the City of Austin Land Development Code.

These homes exemplify good integration of solar panels on roof slopes.





Front Yard Setbacks: The front wall of yard houses will be set back by a minimum of 10 feet from the front property line, but no more than 15 feet. (Lots on corners will be assumed to have two "fronts".)



Buildings on corner lots should be sited and designed so that they present attractive elevations to both streets.

Side Yards: Side yard setbacks shall be consistent with the Mueller PUD zoning, which requires setbacks for a yard house to assure a building to building separation of at least 7'-0", or 5'-0" with fire-rated walls. Within this requirement, buildings should be sited and designed to maximize usability of outdoor open space, to reduce summer heat gain within the home, and to optimize privacy between units. To this end, each unit should be designed with an open and closed side; the orientation of open sides should, to the maximum extent possible, avoid western exposures. Note: Setback requirements along side yards that abut alleys are the same as those for interior side yards.

Encroachments: Non-cantilevered bay windows are allowed to encroach into a side yard by 2'-0". Porches, awnings, chimneys and roof overhangs may encroach within the front yard setback area by up to 5'-0". Uncovered steps, uncovered porches and stoops may encroach beyond the five-foot porch encroachment by an additional 2'-0". Up to two bay windows will also be permitted to encroach into the front yard setback area by up to 2'-0", provided that the total floor area of the bay windows does not exceed 20 square feet. (Note: As provided by the City of Austin, roof overhangs may encroach up to 2'-0" into setback areas). Encroachments are not permitted within designated easements.

Privacy and Window Placement: Given the narrow side yards between houses, window locations should be carefully planned to protect privacy between adjacent dwelling units.

Site Coverage: Yard house lots must be designed to have an impervious cover that does not exceed 75 percent.

Rear Yard Setbacks: Garages will be set back from the rear property line and alley by a minimum of 5'-0". Any additional setback beyond 5'-0" shall be configured to ensure that no driveway is less than 15 feet in depth as measured from the property line.



Carriage house units are encouraged to promote housing diversity, live-work opportunities, and to enliven the alleys.

Corner Lots: Buildings on corner lots shall be sited and specially designed so that they present attractive elevations to both streets. Building and landscape elements, house massing, wrap-around porches, façade composition, and other design strategies should be employed. Where a garage presents its side elevation to the street, it shall be specially designed as an extension of the primary building elevation.

Terminus Lots: Houses on lots that terminate thoroughfares and/or views should be sited and designed so they respond to, and take advantage of, the specific site conditions. Care should be taken to ensure that these façades are particularly well composed and detailed.

Garages: Semi-detached and detached garages are encouraged on lots greater than 4,000 square feet to promote more usable rear yards and a more interesting and varied alleyscape. Detached and semi-detached garages shall be separated from the principal mass of the building by at least 8'-0". Three-car garages are allowed only on detached garages or in semi-detached garages with tandem configurations. A maximum of one additional exterior or covered parking space is permitted on lots with a width of 45 feet or greater. The maximum size of an individual covered or uncovered off-street parking space is 12 x 24 feet. Garage walls and/or garage doors shall include windows to provide natural light.

Carriage House Units: Carriage house units are accessory dwelling units sharing a lot with a detached yard home and typically located above a garage along the alley. They are encouraged to promote housing diversity, live-work opportunities, and to enliven the alleys. They will be subject to the following conditions:

- They must on be lots of at least 37 feet in width.
- The usable floor area of a carriage unit will not exceed 600 square feet.
- The general massing of the carriage house shall be one-and one-half to two- stories in height; the structure will not exceed 25 feet in height, and should use sloping roofs and dormers to reduce the scale.
- The carriage house will be separated from the principal building mass by at least 8'-0", or be attached to the main building.
- The design and materials of the carriage house should be complementary with the main building and surrounding structures
- Sufficient utility capacity must be available from the applicable providers.

2.2 GARDEN COURTS

Garden courts are groupings of four or more yard houses or cottages around a publicly accessible common green. They are located within the neighborhoods to provide variation in pattern, to introduce pockets of open space, and to provide additional housing diversity. Because of their shared open space, the lot sizes may be smaller than the yard house, ranging from approximately 2,400 to 2,800 square feet. The design of the garden courts will be governed by the guidelines for yard houses, with the following additional provisions:

Relationship to Street: The front and side wall of any garden court building complex along a street will be set back 7'-6" from the front property line. The design of the court shall be open and welcoming to the street, with any fencing and landscaping no higher than 3'-0". The side elevation of a garden court home (including its attached garage) along a public street shall be specially designed with the same level of architectural detail as a front elevation. (See Yard House Corner Lots).

Garden Court Green: The width of a green, independent of the individual lots, will be no less than 30 feet. It shall include a walkway of at least 4'-0" in width providing a direct path of travel to each residential lot along the court.

Front Yard Facing Green: Garden court buildings will be set back from the green by 10 feet.

Encroachments: Porches may encroach up to 2'-6" feet into the street-facing setback area and up to 6'-0" into the green-facing setback area. Encroachments are not permitted within designated easements.

Auto Access: All garden court houses must be served by rear or side alleys. The alley should be substantially screened from the garden court green through the placement of buildings and landscaping.

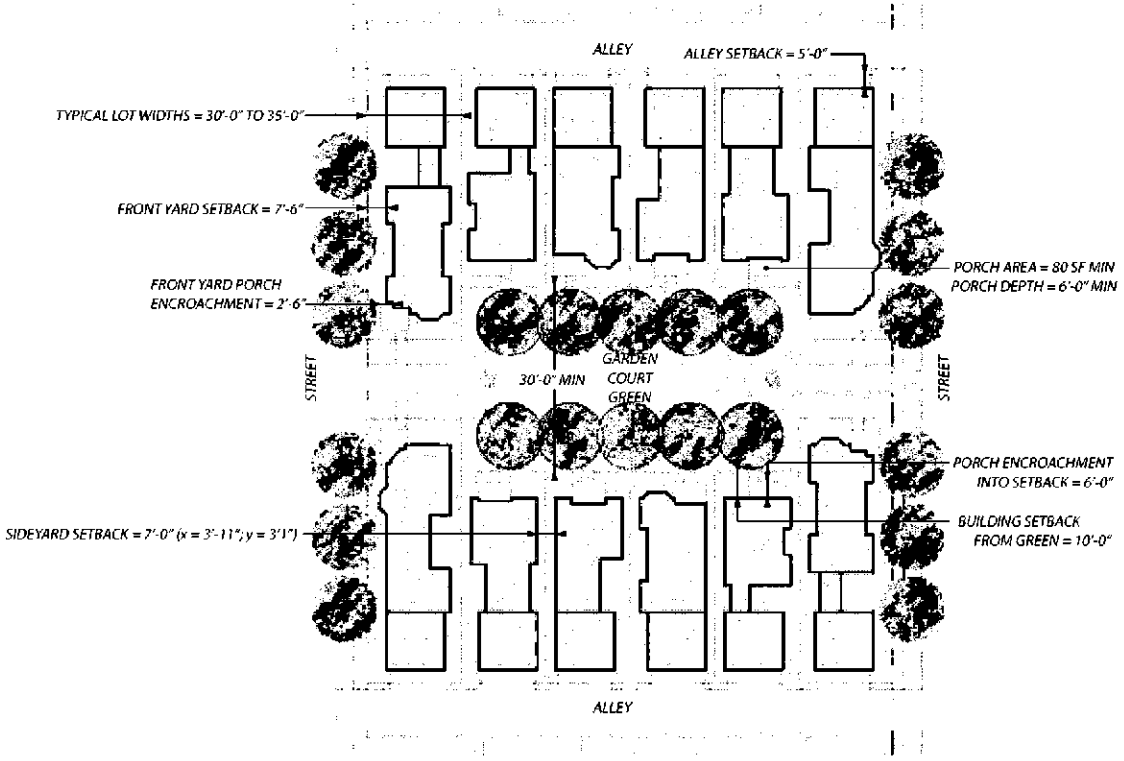


Garden Courts are groupings of four or more cottages or Yard Houses around a common green.

Parking: No more than two parking spaces are permitted on each garden court lot; no individual parking space may exceed an area of 12 x 24 feet. Single garages shall have a door with a minimum width of 10 feet; double garages shall provide a garage door with a width of 18 feet.

Variation and Diversity: Within a garden court complex, there shall be no more than two units with the same floor plan model or material/color scheme. A separation of at least four lots shall be maintained along the same garden court face for any model. A minimum of a two lot separation is necessary across the garden court for any model. The massing of individual buildings shall be varied to create visual interest, and to reinforce the spatial composition of the complex and of the green.

Height and Massing: The height of garden court units will not exceed 35 feet or two-and one-half stories.



Garden Court House Development Standards

2.3 ZERO LOT-LINE (GARDEN) HOUSES

Garden Houses are detached houses where one side of the building is built along the property line of an adjacent property in a "zero lot line" condition. These houses are typically clustered in groupings of seven lots, approximately 26 feet in width and 60 feet in depth, oriented to the street or to a publicly accessible courtyard that serves as a through-block green or paseo. The intent of this building type is to offer residents additional choices to the larger yard house. The design of the garden houses will be governed by the guidelines for yard houses with the following additional provisions:

Relationship to Street: The front or side wall of any street-facing garden house will be set back from the front property line by a minimum of 5'-0".

Courtyard Paseos: The design of the courtyard or paseo area will be open and welcoming with a width of at least 35 feet from the face of one building to another across the court, or at least 25 feet from property line to property line. Narrower widths (e.g., at the entrance to a courtyard from the street) will be considered by the NCC on a case-by-case basis. Landscaping and trees will be included to provide shade and greenery, but will be organized to maintain views from the fronting street into the paseo. Walkways of at least 4'-0" in width will be provided along both edges of the paseo to create a direct and "public-oriented" path of travel to each residential lot along the courtyard. Subject to approval by NCC and city utilities, courtyard paseos may be separated from the street with low fences or walls up to 3'-0" in height with a gate.

Zero Lot-Line Houses offer residents additional choices to the larger Yard House.



Front Yard Facing Courtyard Paseo: Garden houses will be set back from the courtyard paseo by at least 5'-0"; porches may encroach up to 4'-0" into this setback area.

Encroachments: Porches, stoops, awnings and roof overhangs may encroach into the street front setback area by up to 4'-0", but in no case shall such encroachments be

closer than 1'-0" from a street front property line. Bay windows are also permitted to encroach into the setback area by 2'-0", provided that they do not occupy more than 20 square feet. Encroachments are not permitted within designated easements.

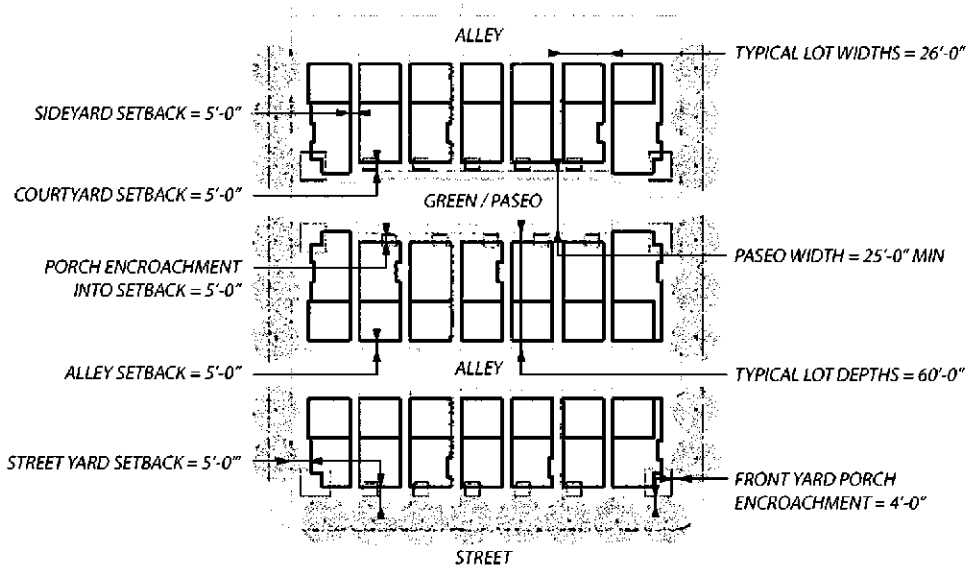
Entries: Garden houses will have a covered entry porch or stoop no less than 1'-6" or more than 5'-0" above the elevation of a fronting sidewalk along a street or paseo. The stoop areas will be designed with a clear and unobstructed area of at least 25 square feet, and no dimension less than 5'-0".

Auto Access: Garden houses must be served by rear or side alleys.

Fencing: End-cap lots along a street may include screen walls up to 6'-0" in height for up to two-thirds of the length of the building.

Variation and Diversity: Within a grouping of garden houses facing a courtyard paseo, or along a street, the following guidelines are applied:

- Each block face along a street or paseo shall contain at least four different floor plan models with no more than two of the same building elevation. A separation of at least four lots shall be maintained for any model with similar elevations, colors or materials.



Zero Lot-Line House Development Standards

- Across the paseo or street, the same model or color scheme should not be located within two lots of the opposing lot.
- A mix of materials, colors and treatments should be employed.

Height and Massing: Zero lot line houses may be built to a height of three floors or 35 feet, with:

- Changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure, and to help delineate individual houses; and
- Moldings, belt courses, decorative eaves and other architectural elements that provide interest and scale.

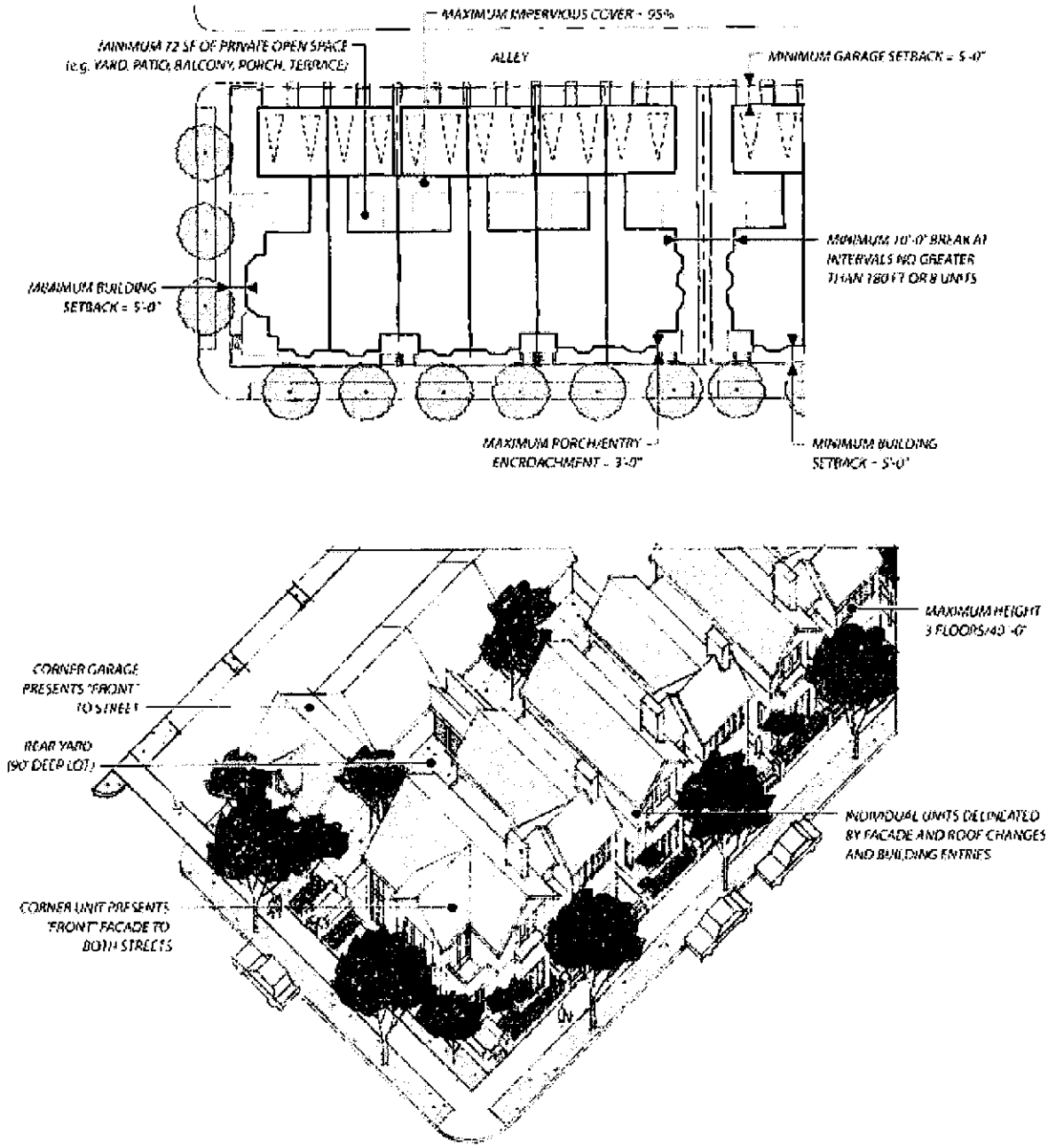
Corner and End-Cap Units: Buildings on street corners and at the "end-caps" of a paseo will be specially designed so that they present attractive elevations to both frontages. Building and landscape elements, house massing, wrap-around porches, façade composition and other design strategies should be employed. Where a garage presents its side elevation to the street, special care shall be taken to ensure that it appears as an integral extension of the primary building elevation, with generous fenestration and other architectural elements.

Side Yards: A minimum 5'-0" side yard separation is required between each garden house building. In keeping with their zero lot line configuration, one edge of the building is located on a property line. To the extent practicable, however, any side yard should provide some level of usability, help to reduce summer heat gain within the home, and optimize privacy between units. Recessed doors that provide additional outdoor space and some shelter are encouraged. Where possible, the open side of the home should be sited to avoid western exposures.

Garages: The maximum size of an individual garage or off-street parking space is 12 x 24 feet. Garage doors shall have a minimum width of 18 feet to accommodate the turning radius of most domestic vehicles. Garage walls and/or garage doors shall include windows to provide natural light.



The Garden Houses offer residents an alternative to the larger Yard House.



Row House Development Standards

2.4 ROW HOUSES AND SHOP HOUSES

Within the Mueller neighborhoods, there is a variety of attached housing that will provide lifestyle diversity and additional opportunities for home ownership. A number of different lot sizes are provided in the community, including, but not limited to:

- 90 x 28-foot lots that allow for row houses with ground level courtyards;
- 90 x 22.5-foot lots with small backyards located between the garage and the primary unit;
- 70 x 22.5-foot lots with attached garages;
- 55 x 23.5-foot lots with attached garages; and
- 85' x 25-foot lots with attached garage, that provides opportunities for Shop houses.

Shop houses are similarly configured to residential row houses, but are distinguished by a ground level workspace or studio that is typically flush with the sidewalk. They are intended to provide opportunities for local economic activity and home occupations that can further reduce the need for automobile trips, and that can promote diversity of activity and character within the neighborhoods. Shop houses can also be located on row house lots that are located along main connecting streets and neighborhood parks. Row houses and shop houses are governed by the following guidelines:

Residential Row Houses and Shop Houses contribute to the lifestyle diversity of Mueller's neighborhoods.





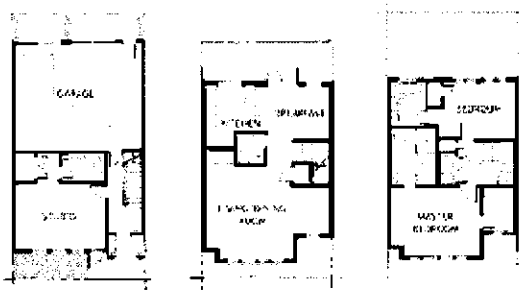


Shop houses have a ground level work space flush with the sidewalk.

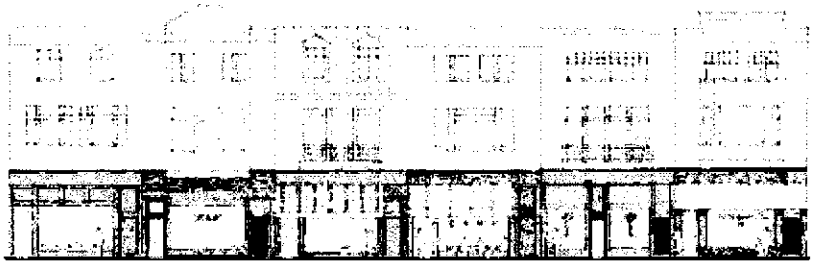
Auto Access: Row houses and Shop houses are served by rear alleys; fronting garages are not permitted.

Entries: Shop house units will have ground level entries relatively level with the fronting sidewalk. The porch or entry of a residential row house will be no less than 1'-6" or more than 5'-0" above the elevation of the fronting sidewalk. The row house entry will be clearly delineated from the front yard with at least 1'-0" of grade change from the front setback line. If there is no other reasonable way to meet City of Austin visitability requirements (e.g., elevating the garage to the same level as the unit), the NCC may allow for residential row house units to be less than 1'-6" above the fronting sidewalk. Row houses with buildings of 28 feet in width or more will have a covered entry stoop or porch with a clear and unobstructed area of at least 35 square feet with no dimension less than 5'-0".

Roof Forms: Roofs can be sloped or flat in keeping with the architectural vocabulary of the building. For sloping roofs, south and west-facing slopes should be introduced to allow for the architectural integration of photovoltaics, solar water heating and induced ventilation subject to NCC approval. The roof pitch of the principal



50' Deep Shop House, 95% Impervious Cover, 1,964 SF Floor Area



Shop House Concept

building should generally utilize slopes of 6:12 or greater and generally no more than 9:12; however, steeper and shallower slopes will be permitted subject to NCC approval. Mansard roofs are permitted on row house structures, provided that they appear from all public streets as full sloping roofs. Rooftop equipment shall be architecturally integrated within the volume of the building, and not visible from streets, alleys or other public areas.



Changes in building volume and plane can contribute to a varied streetscape with individual unit identity.

Building Height and Massing: Row house and shop house buildings may be built to a height of three floors or 40 feet, but should:

- Employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure, and to help delineate individual row house units;
- Introduce moldings, belt courses, decorative eaves and other architectural elements that provide interest and scale; and
- Have street facing side wall elevations with generous fenestration, building articulation and unit entries.

Front and Side Yard Setbacks: The front wall of row houses and shop houses, or any side of the row house along a public street will be set back by a minimum of 5'-0" from the front property line, but no more than 15 feet. Corner lots will be required to employ set backs on both street frontages.

Alley and Rear Yard Setbacks: Garages will be set back from a rear alley by a minimum of 5'-0". Any additional setback shall be at least 15 feet from the rear alley property line. Along side yards facing alleys, the setback should generally be 5'-0", but in no case less than 2'-6".

Encroachments: Non-cantilevered bay windows may encroach into the front and side setback areas by up to 2'-0". Porches, stoops and stairs or other "flat work" may encroach into the setback area, provided that such encroachments represent less than 50 percent of the front yard setback area. The area of the bay window projection shall not exceed 20 square feet. Encroachments are not permitted within designated public easements.

Site Coverage: Row house and shop house lots must be designed to have an impervious cover that does not exceed 95 percent.

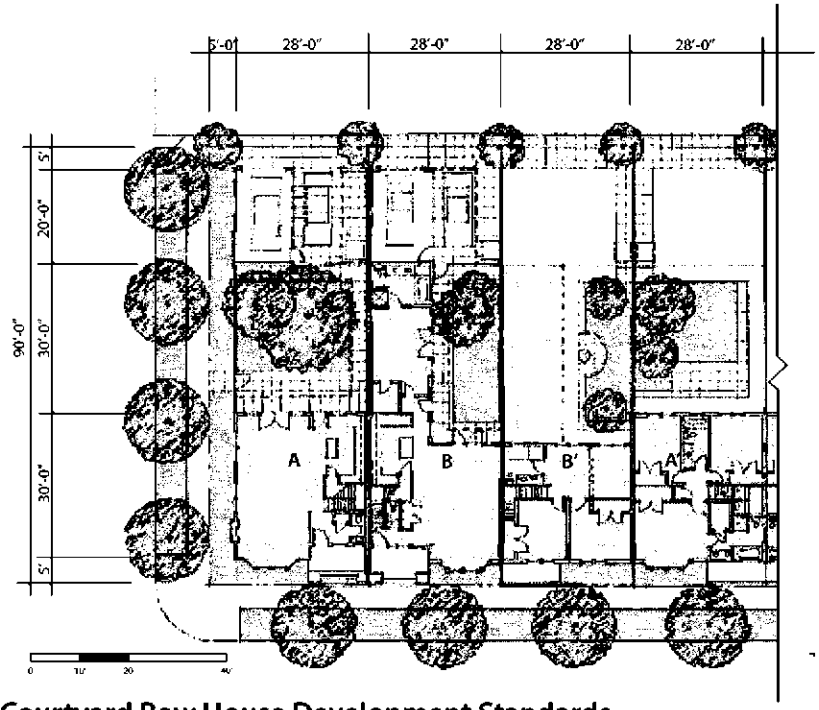


Row houses with flat roofs and contemporary styling are encouraged to provide architectural diversity within the community

Grouping of Row Houses and Shop Houses: To break up row houses and shop houses, a minimum separation of 10 feet will be provided at least every 180 feet or every eight units, whichever is less. This separation should be utilized for pedestrian access to the alleys wherever feasible.

Terminus Lots: Row houses and shop houses that terminate thoroughfares and/or views should be specially designed to take advantage of the specific site conditions.

Corner Lots: Row house and shop house buildings on corner lots shall be sited and specially designed so that they present front elevations to both streets. Special corner elements, façade composition and other design strategies should be employed to create attractive façades along both frontages.



Courtyard Row House Development Standards

Garages: Garages exposed to streets will be designed as an integral part of the primary building mass at the same level as a front elevation. Tandem parking is permitted and encouraged where practical. The maximum size of an individual garage or off-street parking space is 12 x 24 feet. Garage doors and/ or exterior walls shall include windows that provide natural light to the interior.



Row houses with lot widths of 28 feet or more shall provide a patio or courtyard of at least 250 square feet.

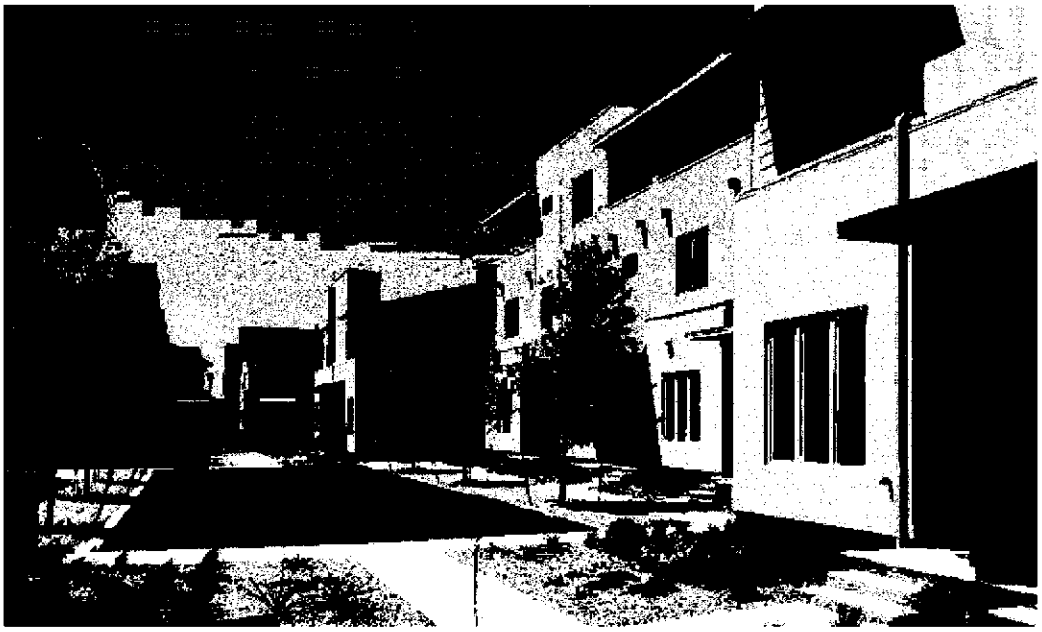
Exterior Space: Row houses with building widths of 28 feet or more (and a lot depth exceeding 80 feet) shall provide a courtyard or patio area of at least 250 square feet open to the sky between the garage and the primary portion of the building. The patio space shall have no dimension less than 14 feet, as measured from one building wall to another. On corner lots the courtyard space will be oriented to the street, with a gated wall or fence up to 6'-0" in height. The design of the wall or fence should be an integral extension of the primary building, with the same materials and architectural treatments. Alternatively, the fence may comply with the Mueller Landscape Design Guidelines. All other row house or shop house units should have a minimum of 72 square feet of private exterior open space (e.g., balconies, patios, terraces, etc.) adjacent to the principal living space of the unit. The minimum depth of the space will be 6'-0".

Carriage House Units: Carriage houses will be permitted on row house lots, subject to the following conditions:

- They must on be lots of at least 90 feet in depth.
- The usable floor area of a carriage unit will not exceed 600 square feet.
- The general massing of the carriage house shall be one-and one-half to two-stories in height; the structure will not exceed 25 feet in height.
- The design and materials of the carriage house should be complementary with the main building and surrounding structures.
- Sufficient utility capacity must be available from the applicable providers.



Paseo Row Houses



Town Row and Town Green Row Houses

2.5 CLUSTERED ROW HOUSES

In the summer of 2008, Catellus organized a two-day symposium focused on innovative ways of promoting affordable housing by design. Architects and housing specialists from around the country identified the opportunity to develop additional "fee-simple" housing types at Mueller that use less land and that still provide high degrees of livability for a range of buyers including families. Two and three-story row houses, clustered around courtyards or paseos, were proposed as building types that could be inserted within the typical neighborhood blocks of Mueller complementing the pattern of yard houses and larger lot row houses, while providing diversity and interest. In response to this input, and as part of the 2009 PUD amendment, the Master Plan was updated to include a distribution of clustered row houses in Neighborhoods Two, Three and Four. These building types range from lots as small as 600 square feet (i.e., the paseo row house at 40 x 15 feet), to approximately 1,100 square feet. The design of these buildings will be governed by the guidelines for row houses described above, with the following additional provisions:

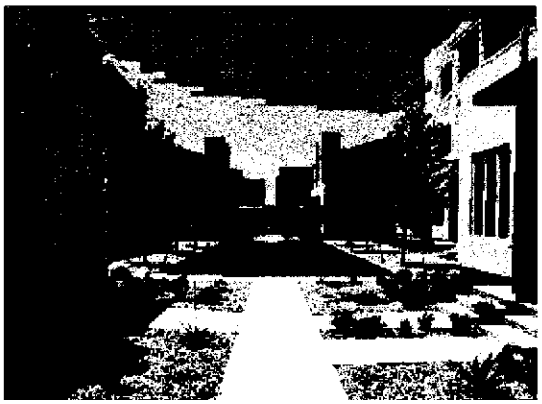
Setbacks and Relationship to Street: Clustered row house units shall front onto streets or onto internal courtyard greens or paseos within the typical Mueller block. The front or side wall of any clustered row house unit will be set back from the street by 5'-0". Side and rear setbacks and encroachments shall be the same as those for Row Houses described above.

Courtyards and Paseos: Any row house unit not facing a street shall front onto a landscaped courtyard green or a paseo that provides a welcoming and direct connection to the public sidewalk. A paseo that leads from a public street shall have a width of at least 20 feet from the face of one building to another across the paseo, and shall be no greater in length than 70 feet, before expanding into a larger space (e.g., courtyard green or parking court). Courtyard greens shall have a width of at least 60 feet measured from the face of one building to another or 50 feet from property line to property line, and an



David Baker + Partners Architects

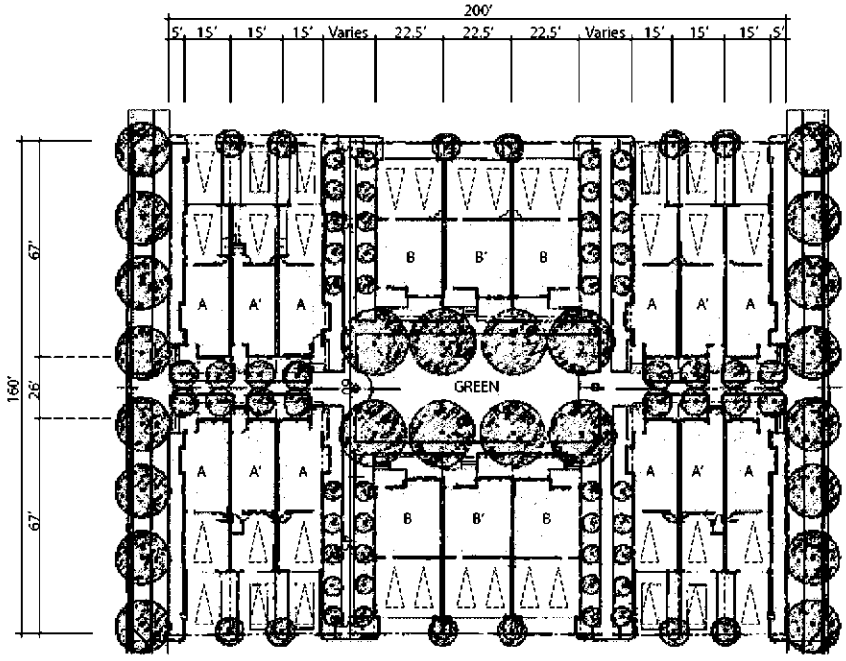
Blue Star Corner, a complex of Dutch-inspired row houses in Emeryville, California.



Town Row and Town Green row houses are oriented to a central green and through-block passageway.

overall area (from building face to building face) of at least 4,000 square feet. Landscaping and trees will be included to provide shade and greenery, but will be organized to maintain views from the fronting street into the paseo or courtyard green. Walkways of at least 4'-0" in width will be provided along the paseo and both sides of a courtyard green to create a direct and "public-oriented" path of travel to each row house unit. Courtyards and paseos may be separated from the street with low fences or walls up to 3'-0" in height, subject to NCC approval and city utility requirements. Bay windows and other architectural change of plane are encouraged along street frontages and in the paseos. Air conditioning compressors shall be carefully located so as not to be within dominant view and screened with landscaping or low fencing.

Front Yard Setbacks Facing Paseos: Clustered row house units will be set back from paseos by a dimension necessary to ensure a building-to-building spacing across the paseo of at least 20 feet. Porches, bay windows, and stoops may encroach up to 2'-0" into the paseo.



Town Row and Town Green Row House

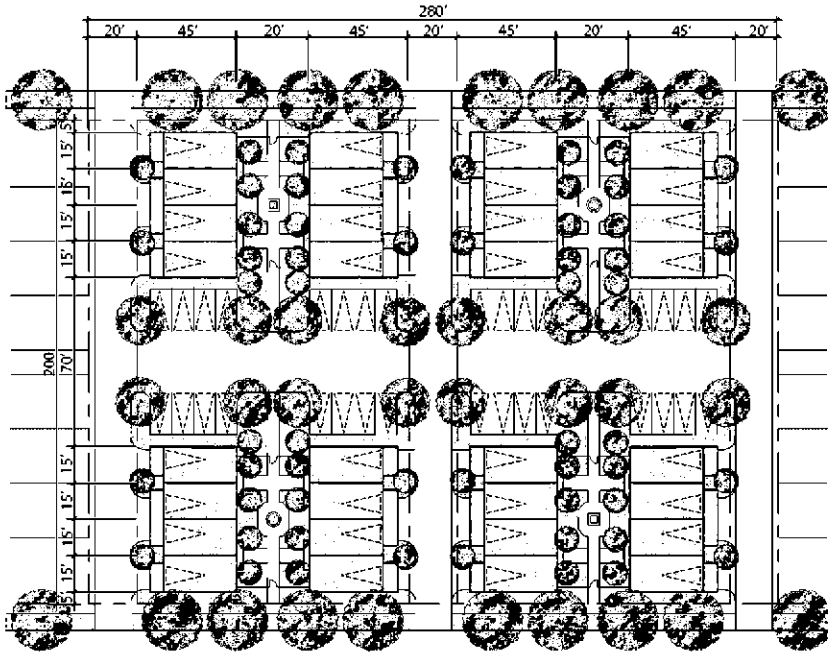
Encroachments into Common Lots: Bay windows may be permitted to encroach up to 2'-0" into common lots (e.g. courtyards and parking courts) subject to Master Developer and NCC approval. Encroachments are not permitted within designated public easements.

Entries: Clustered row house units will have a covered entry porch no less than 2'-6" or more than 5'-0" above the elevation of a fronting sidewalk along a street, paseo or courtyard. The stoop areas will be designed with a clear and unobstructed area of at least 20 square feet, and no dimension less than 4'-0".



Paseo row houses are oriented to intimately scaled paseos that traverse a typical Mueller block.

Auto Access: Each clustered row house unit must have at least one parking space that is accessed from a rear alley. Tandem parking within garages is permitted and encouraged where practicable. Driveways to rear alley garages that accommodate an exterior parking space are also allowed, provided that the driveway length is at least



Paseo Row House

15 feet as measured from the property line. End-cap lots along a street shall include a wall or fence up to 6'-0" in height and landscaping to provide visual screening of street and exterior parking areas.

Internal Parking Courts: For row house units that only have one contiguous parking space (e.g., the paseo row house unit) an additional space must be provided in a common parking court. Parking courts must be internal within a block and may not front onto any public street. Pedestrian access to each unit must be provided from the parking court by means of landscaped paseos. Parking courts and paseos will be well lit with light poles or fixtures attached to the buildings. Parking courts will include one shade tree with a caliper of at least four inches for every four parking spaces.

Height and Massing: Clustered row houses may be built to a height of three floors or 40 feet, with:

- Changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure, and to help delineate individual units; and
- Moldings, belt courses, decorative eaves and other architectural elements that provide interest and scale.

Contemporary building styles with flat roofs and parapets, and with upper level roof terraces are encouraged.

Street Front and End-Cap Units: Buildings fronting street corners and at the "end-caps" of a paseo will be specially designed so that they present attractive elevations to both frontages. Building and landscape elements, entries, bay windows, wrap-around porches, façade composition and other design strategies should be employed. Where a garage presents its side elevation to the street, special care shall be taken to ensure that it appears as an integral extension of the primary building elevation, with generous fenestration and other architectural elements. Driveways exposed to the street shall be screened by a 6'-0" high wall that is designed as an integral extension of the building architecture.

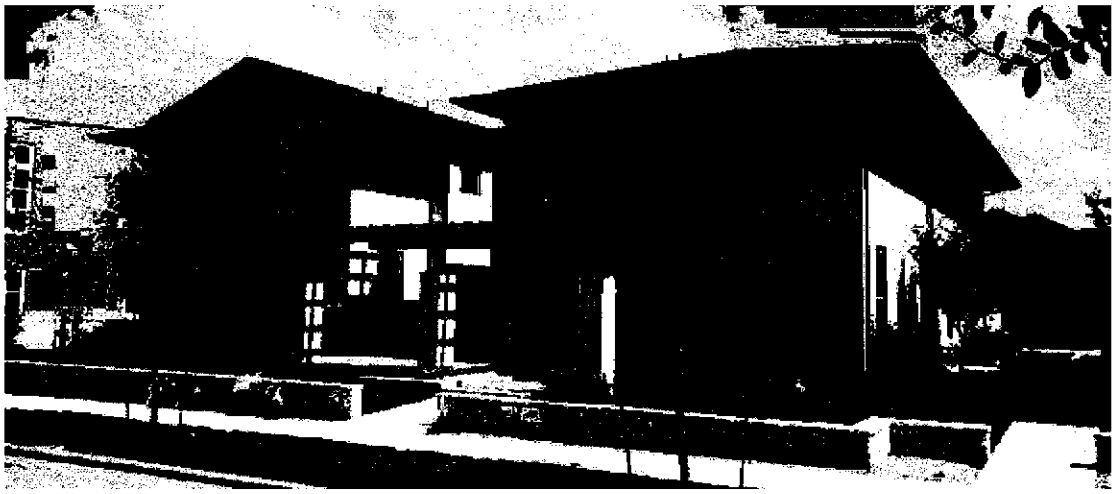
Site Coverage: Clustered row houses must be designed to have an impervious cover that does not exceed 95 percent.

2.6 MUELLER HOUSES

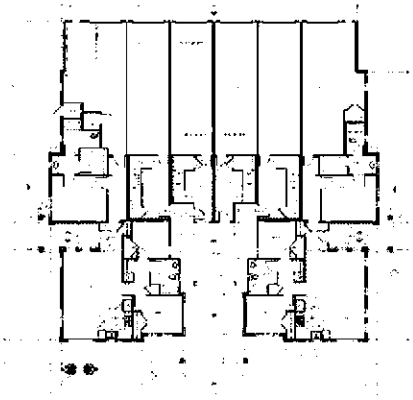
Mueller Houses combine four to six living units in both single and multi-floor configurations to appear as large single-family homes. In the spirit of traditional towns, Mueller Houses are situated along both sides of Simond Avenue, a wide tree-lined parkway street that traverses the community from Lake Park and the Aldrich Street District to the neighborhood school. Mueller Houses are intended to provide a distinctive identity, and a counterpoint to the surrounding detached and attached houses. The lot sizes for Mueller Houses generally vary from 9,900 square feet (four-units) to 12,000 square feet (six-units). They have the following design characteristics:

- The buildings are set back from the street by 18 feet to create a generous front yard that extends the open space of the parkway.
- The buildings have at least 10-foot side yards on each lot, to allow for clear separation and to provide for side entries to individual units.
- Each building is designed to appear as a large "custom" home; individual units are indistinguishable within the larger building form.
- The building employs a variety of forms and roof profiles to create an interesting and varied silhouette; porches and courtyards provide outdoor space and a transition to the street.

In the spirit of traditional towns, Mueller Houses combine four to six units and are designed to appear as large custom homes.



Plan A

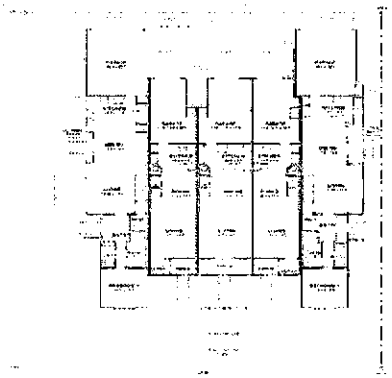


First Floor Plan

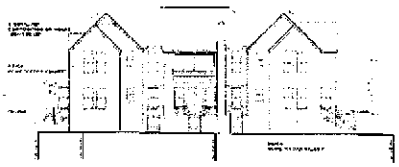


Front Elevation

Plan B

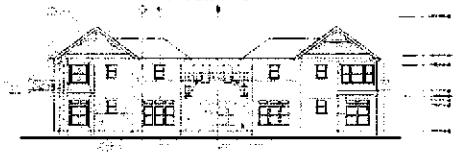


First Floor Plan

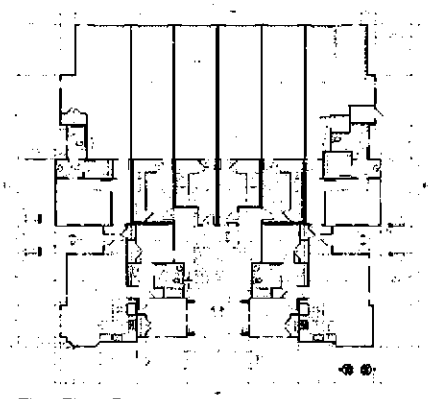


Front Elevation

Plan C

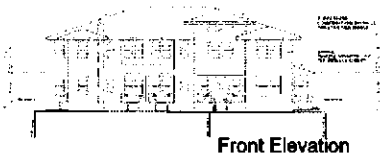


Front Elevation

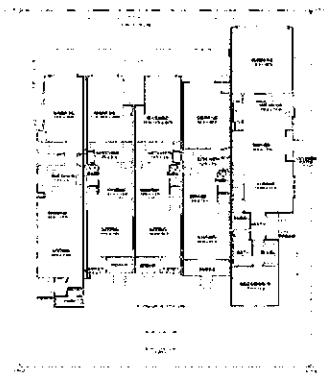


First Floor Plan

Plan D



Front Elevation



First Floor Plan

Mueller House Plans and Elevations

- While the building is designed to appear as a large home with a singular principal entrance on the front, each unit has a building entry that is accessible from the street, on the front or side elevation of the building.
- Each unit also has direct covered access to its own one-or two-car garage.
- In addition to these characteristics, Mueller Houses are encouraged to promote "age in place" opportunities with stacked flats accessed by one more elevators.
- Up to eight flats may be permitted within a Mueller House, if it is demonstrated that additional units achieve the above design characteristics without detracting from the overall appearance of the building as a large single-family dwelling.

Auto Access: Mueller Houses are served by rear alleys; fronting garages are not permitted.

Variation and Diversity: To promote diversity and interest along the parkway boulevard, the following guidelines are applied:

- Each block face shall contain models with significant variation in building elevation, materials, floor plan configuration and massing.
- No more than two of the same building elevation shall be employed on a block face, and these units shall employ different materials and treatments to establish a unique identity. A separation of at least two lots shall be maintained for any similar model along the same block face.
- To the extent practicable, a mix of two-and three-story homes should be introduced along a block face.

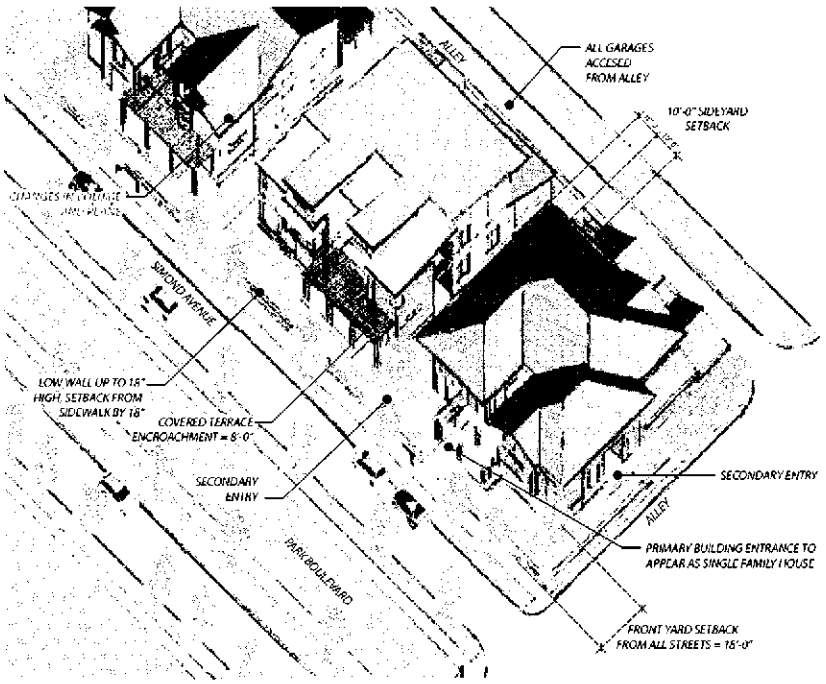
Relationship to Street/Entries: All Mueller Houses will be designed to have a primary building entrance that is in scale with the overall mass of the building, and that promotes the impression of a large single-family home. Porches and/or front courtyards defined by low walls that do not exceed 3'-0" in height may be designed in conjunction with the front entry. Additional unit entries should be designed to be subservient to the primary entry, located on the side elevations, or, if on the front, downplayed architecturally (e.g., 90 degrees to the street).



Mueller Houses provide a distinctive identity and counterpoint to surrounding attached and detached houses.

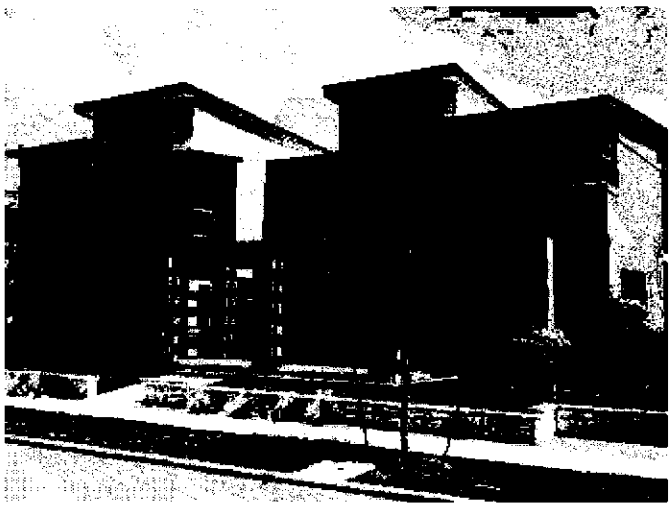
Roof Forms: Mueller Houses should have sloping roofs, employing gables, hips and dormers. To the extent practicable, south and west-facing slopes should be introduced to allow for the architectural integration of photovoltaic panels, solar water heating and induced ventilation, subject to NCC approval. The roof pitch of the principal building should generally utilize slopes of 6:12 to 9:12; however, steeper or shallower slopes will be permitted subject to NCC approval. Porch roof pitches and ancillary buildings and wings may vary between 2:12 and 4:12. Flat roofs will be considered on a case-by-case basis, and are also permitted on ancillary structures, when they are used for outdoor terraces and decks. All rooftop equipment must be concealed from streets, alleys and other public spaces. Photovoltaic and solar water heating systems are permitted subject to NCC approval and Condo Association rules, but shall be architecturally integrated into the roof and/or building form. (See Solar Ready discussion in Chapter Seven).

Building Massing: Within a three-story 40-foot height limit, Mueller Houses should employ changes in volume and plane and introduce sloping roofs, porches and trellis canopies to reduce the perceived scale of the structure. Moldings, belt courses, decorative eaves and other architectural elements that provide interest and scale are also encouraged.



Mueller House Development Standards

Front Yard Setbacks: The front wall of all Mueller Houses will be set back by a minimum of 18 feet from the front property line. An irregular street wall with indentations for entry courtyards is encouraged. In order to create architectural interest and usable open space along the street, covered terraces and trellises may encroach within this front yard setback area by up to 8'-0". Up to four bay windows will be permitted to encroach into the front yard setback area by up to 2'-0", provided that the area of any one bay window does not exceed 20 square feet. Corner lots are assumed to have two "fronts".



The significant front yard setback on Mueller Houses will contribute to the creation of a green parkway spine from Lake Park to the neighborhood school.

To create a distinctive streetscape appearance, a low masonry wall of approximately 1'-6" in height located 1'-6" back of the sidewalk will be constructed along the length of Mueller House lots that face public streets (e.g., along Simond Avenue, Berkman Drive, Mattie Street, Vaughan Street, and Tilley Street). Taller walls may be permitted subject to NCC approval. The design of the wall will be consistent within each block.

Side Yards: To create clear building separation between Mueller Houses, and to allow for side entries, a side yard setback of 10 feet is required. Porches, entries, chimneys and roof overhangs will be permitted to encroach into the side yard setback by up to 5'-0". Up to two bay windows will also be permitted to encroach into the side yard setback area by up to 2'-0", provided that the total area of the bay windows does not exceed 30 square feet. Encroachments are not permitted within designated public easements.

Accessibility and Visitability: In addition to meeting ADA requirements for accessibility, Mueller Home units located on the ground floor shall be "visitable" through the garage and/or front entry.

Site Coverage: Mueller House lots must be designed to have an impervious cover that does not exceed 75 percent.

Rear Yard: Garages will be set back from the alley by a minimum of 5'-0". Any additional setback should be at least 15 feet from the rear property line, so that no driveway is less than 15 feet in depth.

Corner Lots: Buildings on corner lots will be sited and designed so that they present front elevations to both streets. Building and landscape elements, house massing, wrap-around porches, façade composition and other design strategies should be employed to create attractive elevations on both streets.

Garages: Garages exposed to public streets will be designed as an integral part of the building mass, with fenestration and treatments equivalent to other parts of the building. Tandem parking is permitted and encouraged. Driveways exposed to the street shall be screened by walls or fences that are designed as an integral extension of the building architecture.

Exterior Space: Each unit within a Mueller House will have a minimum of 72 square feet of private exterior open space (e.g., balconies, patios, terraces, etc.) adjacent to its principal living space. The minimum depth of the space will be 6'-0" clear of any obstruction including balustrades.

Mueller Houses have a primary building entrance in scale with the overall mass of the building.



2.7 APARTMENT HOUSES AND MIXED-USE BUILDINGS

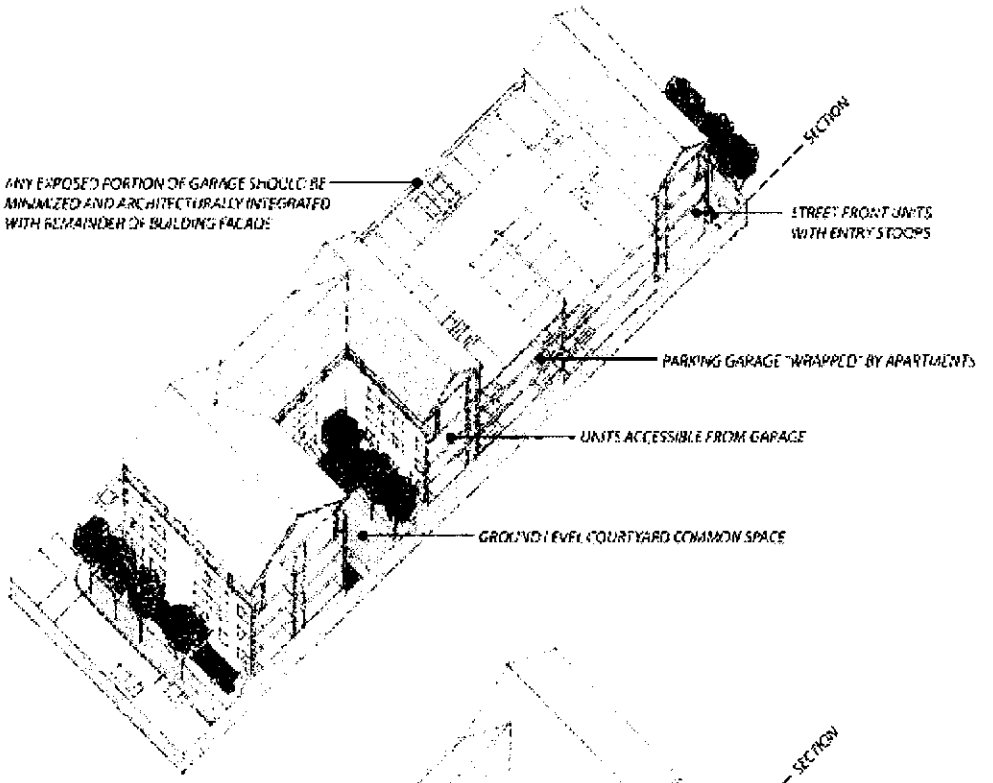
Medium-density residential and commercial mixed-use buildings are encouraged at designated locations within the Mueller neighborhoods, in the Tower District, and in the vicinity of the Austin Studios campus. See "Distribution of Neighborhood Building Types" at the beginning of Chapter Two. Rather than stand-alone projects, these buildings are envisioned as an integral part of the surrounding neighborhoods, extending the fabric of friendly streets, creating activity nodes with ground level, community-oriented uses, and providing an appropriate scale transition to nearby yard, row and Mueller Houses. Clustering of apartment houses or neighborhood-scaled office buildings at these locations offers the opportunity to create activity centers with local-serving retail and restaurant uses, as well as neighborhood-serving amenities and services at the street level. A range of these residential building types is envisioned in the Mueller neighborhoods, including:

- "Podium" buildings, ranging in density from 40 to 75 units per acre, where housing is constructed above and/or against one or two levels of structured parking, and where the roof of the parking garage may provide an interior courtyard and common space for residents;
- "Wrap" buildings (40 to 90 units per acre) where housing is constructed around and against one or more levels of structured parking; and
- "Walk-up" and "tuck-under" buildings (20 to 35 units per acre), where apartments and flats are constructed around parking courts and above individual garages. (Note: This lower density building type will be allowed only subject to approval of the Master Developer and the NCC. It is not permitted in the Aldrich Street District.)

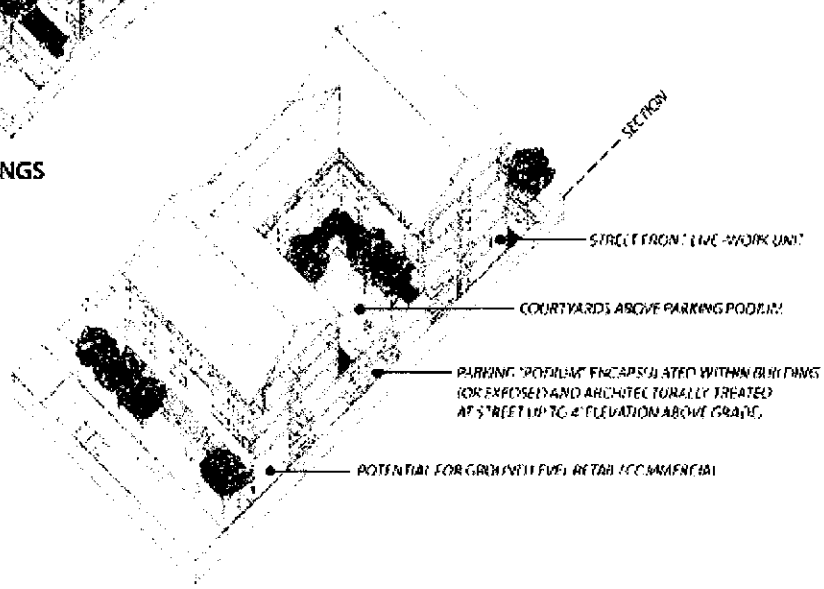
Although apartment houses are envisioned as a predominant building type in portions of the neighborhoods, mixed-use office or civic buildings are also permitted. All these structures are subject to the same guidelines and have common characteristics:

Apartment houses and mixed-use buildings should be designed to extend and enliven the fabric of neighborhood streets and public spaces.





"WRAP" BUILDINGS



"PODIUM" BUILDINGS

Multi-Family Building Types

- Parking is largely invisible from public view; garages are architecturally integrated and/or encapsulated within the body of the building.
- All street fronts include ground-level residential units or ground-level commercial storefronts with their primary entries oriented to the street and to the sidewalk.
- The buildings provide an appropriate transition in scale and character to adjacent single-family and attached housing.



Mixed-use buildings with ground level commercial spaces are encouraged at transit stops and other activity centers throughout the neighborhoods.

In order to ensure neighborhood compatibility, apartment houses and mixed-use buildings will be located on blocks separate from single-family yard houses, such that in no case will apartment houses or mixed-use buildings have abutting side yards, rear yards or shared alleys with yard houses. Apartment houses and mixed-use buildings will not have abutting side yards with row houses or shop houses of less than three floors in height, but may have common rear alleys.

The following guidelines govern the design of multi-family apartment house and mixed-use buildings within the neighborhoods:

Auto Access and Parking: Parking facilities, including surface parking lots, individual garages and parking structures will not be visible from public streets and open spaces. Garages will be architecturally integrated and/or encapsulated within the overall building mass. Limited exposure of garage façades will be considered by the NCC, if they are designed as an integral part of the overall composition. Partially-submerged garages up to 4'-0" above sidewalk elevation will also be considered, if they are architecturally integrated into the street front façade. Driveways leading to parking facilities shall not exceed 24 feet in width. Unless otherwise approved by the NCC, driveway curb cuts are not allowed along Berkman Drive. Drop-off areas and auto courts along streets are discouraged, unless they can be achieved within the Building Relationship to Street provisions below.

Setbacks and Building Relationship to Street: All apartment and mixed-use buildings will be constructed within 15 feet of the front property line for at least 75 percent of any street front property line. At least 75 percent of such frontage shall include ground-level residential units or ground-level commercial, retail or community-oriented space. Blank walls and service areas should be minimized. Ground-level residential units will have their primary entries oriented to the street, with front entries, porches or stoops; secondary or additional primary access may



Apartment houses and mixed-use buildings shall include changes in volume and plane to reduce the perceived scale of the structure.

be provided from interior corridors or courtyards to promote convenience and to achieve accessibility and visitibility standards. The floor elevation of ground-level residential units will be no less than 1'-6" and no more than 3'-0" above the elevation of the sidewalk. Variations may be permitted by the NCC if the applicant can demonstrate specific hardships. Private open spaces that are visually screened from the street (e.g., enclosed balconies, terraces or patios) are not permitted on ground-level units. Ground-level commercial, retail or community-oriented space shall generally be flush with the sidewalk, and include storefront windows that provide a high degree of transparency. Blank walls in excess of 25 feet in length should be avoided, and architecturally-treated to create interest and detail along the street front.

Building Height and Massing: Within a four-story or 65-foot height limit, multi-family and mixed-use commercial buildings within the Mueller neighborhoods will:

- Include changes in volume and plane, sloping roofs, loggias and porches to reduce the perceived scale of the structure, and to help provide a transition to adjacent single-family or attached homes; and
- Introduce moldings, belt courses, decorative eaves and other architectural elements that provide interest and scale.

On apartment and mixed-use building lots adjacent to or across a public street from a one- or two-story yard house, row house, Mueller House or shop house, buildings should step down in height so that at least 50 percent of the building within 25 feet of the property line does not exceed three floors or 40 feet.

Ground-Level Commercial Treatment: Ground-level commercial or work spaces will be designed with high-bay storefronts, with a floor-to-floor height no less than 15 feet, and with a window to wall transparency ratio of at least 50 percent. The structural and mechanical systems must be designed to accommodate future commercial uses, including restaurants. The structure shall be able to support hood vents, and the mechanical system shall include at least one rated shaft to provide ventilation to the roof for restaurant or food service uses. The primary entry to all ground-level uses should be oriented to the adjacent street at intervals no greater than 75 feet. High quality accent materials should be employed along ground-level commercial space, including stone, wood, and metals; other decorative features should be utilized to create interest and scale along the street. Reflective glass is not permitted. Front yard landscaping and hardscape with planting and seating areas is encouraged within the setback zone.

Ground-Level Residential Treatment: Ground-level residential units shall have their front doors oriented to the street with stoops elevated at least 1'-6" but by no more than 3'-0" from the sidewalk to provide privacy and separation. Residential building lobbies shall also be oriented to the street with accessible entries.

Front Yard Setbacks: Apartment houses and mixed-use buildings will be set back a minimum of 5'-0" from the front property line, but by no more than 15 feet. Ground-level porches may encroach into the setback area by up to 3'-0". Bay windows and "Juliet" balconies will be permitted to encroach into the front yard setback area by up to 2'-0" provided that the area of each bay window or balcony does not exceed 20 square feet, and that the placement of bay windows and balconies is composed to create visual interest and to avoid monotony. Encroachments are not permitted within designated public easements.

Site Coverage: Apartment house and mixed-use building lots must be designed to have an impervious cover that does not exceed 90 percent.

Corner Lots: Apartment house and mixed-use buildings on corner lots will be sited and designed so that they present front elevations to both streets. Special corner elements, façade composition and other design strategies should be employed to ensure that attractive elevations are created along all public streets.

Terminus Lots: The portions of apartment houses or mixed-use buildings that terminate thoroughfares and/or views should be designed to take advantage of the specific site conditions, with special architectural elements and building articulation.

Exterior Private Open Space: Each residential unit within an apartment house or mixed-use building will have a minimum of 60 square feet of private exterior open space (e.g., balconies, porches, patios, terraces, etc.) adjacent to the principal living space of the unit. The minimum depth of the space will be 6'-0", clear of any obstructions including balustrades. Up to 50 percent of units within a complex may be exempt from this provision, provided that the equivalent area of private open space is added to the common open space requirement.



Special corner treatments on mixed-use buildings can help to define and enliven the streetscape.

Common open space is provided for the enjoyment of residents and visitors.





Exterior Common Open Space: Each apartment house or mixed-use building will have exterior common open space, with an area that is no less than 40 square feet for each residential unit within the complex. Common open space is defined as any exterior open space that is available for the use and enjoyment of all residents and their visitors including pools and pool decks, terraces, gardens, courtyards, etc. Provision for shade and relief from the harsh summer climate should be a key factor in the design of common open spaces.

Transformers: Transformers and other utilities shall be located in areas where they have the least visual prominence and where they do not interrupt the pedestrian environment. Screening with walls and landscaping shall be introduced to conceal the equipment from predominant view.

Rooftop Equipment: All mechanical equipment shall be architecturally screened, so that it is not visible from any adjacent public street, alley or open space.





All apartment and mixed-use buildings will be constructed within 15 feet of the property line along a public street.

Trash and Recycling Rooms and Service Areas: All trash and recycling collection facilities and service areas will be visually and acoustically screened, architecturally integrated within the body of the building or enclosed within a structure located at the rear of the property.

Dog Runs and Pet Stations: Multi-Family buildings will be required to provide a dog friendly outdoor space or dog run, including pet stations. Fencing of such areas shall be approved by the NCC.

Other Features: Parking garages shall provide conveniently located areas for bike and tricycle parking (consistent with Mueller standards) and "car share" programs. Provision should also be made for recharging stations for electrical vehicles.

NEIGHBORHOOD BUILDINGS: CHARACTER, MATERIALS AND TREATMENTS

These design guidelines pertain to all neighborhood building types.

Character: Neighborhood buildings should be designed in the spirit of regional and Central Texas architecture, in a traditional or contemporary idiom. Common elements of Central Texas architecture that are encouraged include: shade on wall surfaces through projecting eaves to minimize direct summer solar gain; simple volumetric building forms with gabled, hipped and pyramidal roof shapes; and the use of porches, loggias, arcades, courtyards and patios to mediate the seasonal climatic extremes and to provide outdoor space.

Sustainability: Development within the Neighborhoods will exemplify the City's sustainability goals, creating an environment that has lasting value, addresses objectives for resource efficiency, and utilizes green building and integrated sustainable development practices. Preference should be given to materials and products that enhance building energy and water performance and that are manufactured with raw materials that are non-toxic, low-emitting, renewable, recycled, recyclable, and/or regionally sourced and manufactured. (See guidelines for sustainability Chapter Seven).

Visitability: All dwelling units will be required to meet City of Austin S.M.A.R.T. Housing™ Standards for visitability (or ADA accessibility requirements). Builders are encouraged to explore front entry ramp option possibilities.

Building Materials: A simple and harmonious application of materials is encouraged, in keeping with the form and style of the building. An excessive number of materials is discouraged. Acceptable cladding materials include: Texas limestone or sandstone in light and warm tones; smooth horizontal bevel or lap fiber-cement siding four to eight inches wide, with miter cut corners, or with corner boards; smooth finish clay brick in Common, English or Flemish bond patterns; painted brick; smooth finished stucco; or other similar or innovative materials deemed by the NCC to be appropriate and complementary with the neighborhood and community.

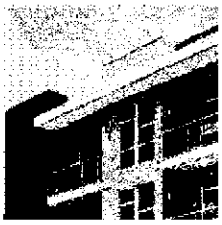


Material Changes: Material changes should occur when there is a change in volume and/or plane. Materials should wrap around to the sides of the building to promote three-dimensional design. Material change should not occur on outside corners or along the same plane unless approved by the NCC.

Roof Materials: Builders are encouraged to use interlocking standing seam metal roofs. The metal roofs may either be in a natural galvanized finish or may be pre-finished with "cool pigment" colors. "Cool pigments" absorb less infrared radiation than conventional pigments by reflecting more sunlight and therefore reduce the need for cooling energy. These metal roof types may be used for the principal roof and/or for ancillary roof areas (e.g., porches). Other acceptable

roofing materials include: concrete tile, slate, clay or ceramic tile, consistent with the project goals of energy efficiency and heat island mitigation. Composition shingle roofs are also acceptable; however, they are the least preferred. Preference should be given to products that comply with the US EPA ENERGY STAR requirements.

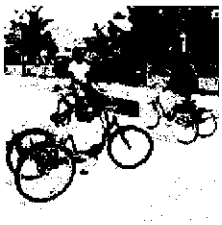
Parapets: Parapets on flat-roofed buildings shall extend the volumetric form of the building, and never appear as thin walls or "western fronts". When extending above the predominant building height, they shall return by at least 3'-0" for fee-simple residential buildings and 4'-0" for commercial buildings to create a solid volumetric form.



Solar Energy Systems: Photovoltaic and solar water heating systems are encouraged, subject to NCC or MC approval. Panels will be architecturally integrated into the roof and building form. Solar panels shall have a flat profile, conform to the slope of the roof, and be placed so that the top edge of the collector is parallel to the roof ridge. Panels placed diagonally to the ridge or eave are strongly discouraged, and will only be permitted if they are not visible from any public street. No part of the installation may extend above the roofline. Collector frames, support brackets and any exposed piping must be painted to match or be compatible with the roofing material. Neutral colors are preferred for solar photovoltaic panels. Photovoltaic panels on flat roofed buildings should be integrated as an architectural feature of the building or screened from public view behind parapets. (See guidelines for solar ready design in Chapter Seven).

Noise Attenuation/Impact Transmission: All residential buildings that have adjoining units that share walls or ceilings (i.e., apartments, row houses, Mueller Houses, etc.) are strongly encouraged to employ construction methods that minimize noise and vibration transfer between units. In addition, residential units along major connecting streets (e.g. Berkman Drive, Mueller Boulevard, Barbara Jordan Boulevard, Zach Scott Street, etc.) are strongly encouraged to employ glazing that reduces interior noise from traffic.

Bike Parking: Bike parking will be provided in compliance with Appendix A: Residential Landscape Design Guidelines for Bicycle Parking Standards.) In addition, bike racks should be placed in the public rights of way near parks, greens and other activity areas. Tricycle parking should also be provided within mixed-use building garages (near street entries) and along street frontages where room permits.



Signage: A coordinated signage program must be prepared and submitted to the NCC for their review and approval. (See Appendix F: Signage and Storefront Guidelines.)

Windows: Windows are key determinants of building character, and require careful design and detailing. In keeping with the spirit of traditional regional architecture, the following characteristics should be followed:



a. Unless otherwise permitted by the NCC, windows should be vertically proportioned with a minimum vertical to horizontal ratio of 1.6:1.0. (Small accent windows and transoms are excepted from this guideline). Vertically proportioned windows may be grouped together horizontally.

b. Double-hung, single-hung, casement and awning windows are permitted. Horizontal sliding windows are not permitted, unless otherwise permitted by the NCC.

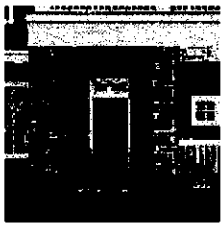
c. Wood, vinyl (solid or clad) or painted aluminum windows with traditional profiles and double-glazing are permitted. Mill finished aluminum windows are not permitted, unless permitted by the NCC.

d. All windows should include surrounding trim appropriate to the materials, style and proportion of the home. In keeping with the spirit of traditional regional architecture and to create the effect of solidity, windows shall be inset from the face of the building wall by at least one-and one-half inches.

e. Divided lights are encouraged, but muntins should be properly proportioned in relation to the window with a minimum 1/2-inch width, and constructed to be an integral part of the window and shall be proud of the surface of the glazing. "Snap-in" decorative muntins are prohibited.

f. Shutters shall be proportioned and sized so that they could enclose the window, if operable.

g. Operable windows must be provided in habitable spaces, including dens, bathrooms, offices and studies.



Doors: Doors should be carefully designed to be in scale and character with the building. More specifically:

a. With the exception of garage doors, doors should generally be hinged.

b. Permitted door materials include painted or stained wood, hardboard, fiberglass or metal. Door color selection should be coordinated with the house composition and design.

c. Sliding glass doors shall be located only on rear or interior side yard elevations.

d. Front doors should be 8'-0" in height. 6'-8" doors will be permitted if a glazed transom is provided above the door.

Mechanical Equipment: All mechanical equipment shall be located in areas that have minimal public exposure and screened from public view. Exposed piping and conduits are not permitted on building facades that are in the public view unless located at interior corners of buildings and reviewed by the NCC. Exposed piping located out of the public view shall be sleeved and painted to match the building.

Air-Conditioning Compressors: AC compressors are not permitted within setback areas along public streets.

Public Utility Easements: No construction of any kind is permitted in or over a public utility easements (e.g. roof overhangs, porches, steps, stoops and low walls).

Exposed Foundations: Exposed building foundations shall not exceed 2'-0" above grade. When more than 2'-0" of foundation is visible, cover walls shall be provided with the primary cladding material.



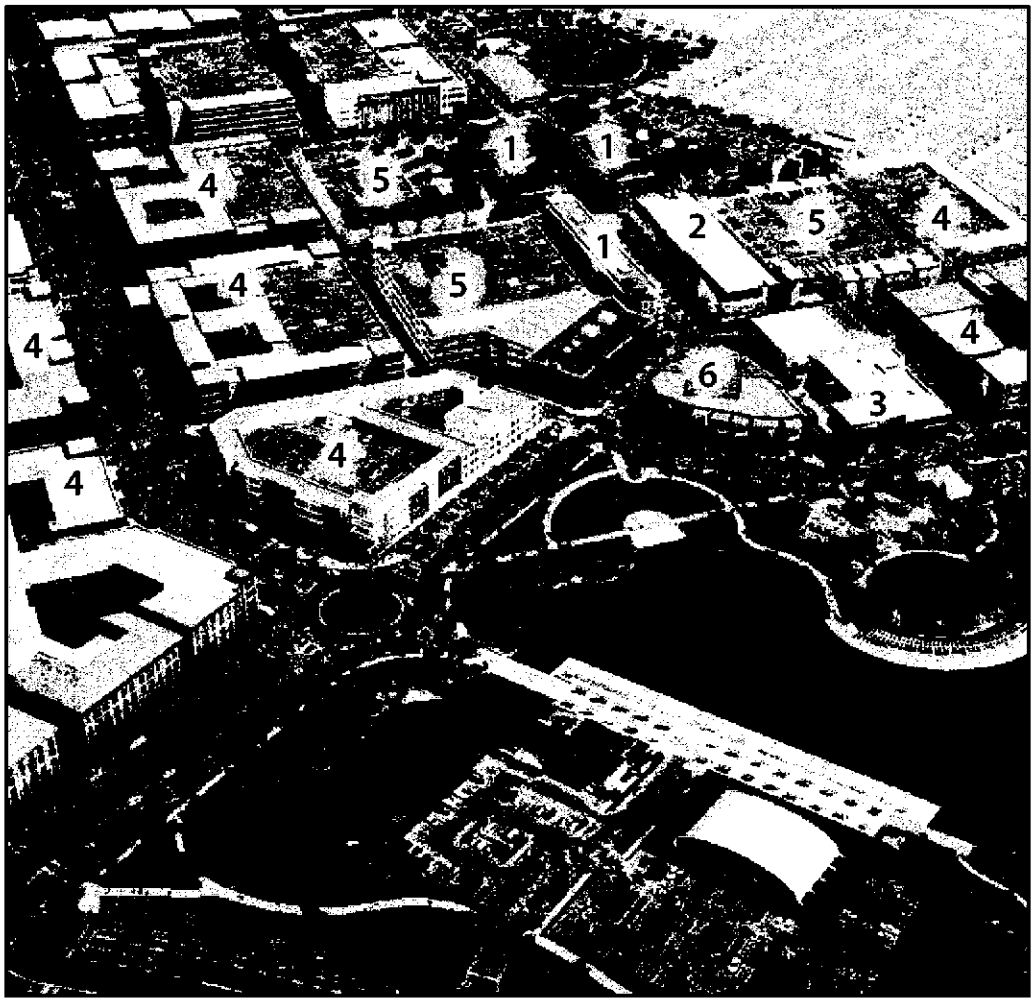
Fencing and Walls: Hedges or low fences of wood or metal up to 3'-0" in height are permitted along a fronting property line, subject to NCC approval. Privacy fences up to a height of 6'-0" are permitted on side yards and rear yards, provided that the side yard privacy fence is set back at least 10 feet from the front building façade, and the fence does not occupy more than 66 percent of the side yard frontage of the building along a street. Fences shall be coordinated with the design of the building in terms of color, scale and detailing. Along alleys, fences are encouraged to permit some views into the rear yard and to have gates that provide pedestrian access as applicable. Low retaining walls constructed of stone, brick, architectural concrete or similar material approved by the NCC, up to 1'-6" in height are also permitted along the front property line.

Technology: Builders will be required to adhere to wiring, networking and technology guidelines established for Mueller.



Access Ramps: Provision should be made to allow for the future addition of an accessible ramp from the sidewalk to a front porch, wherever possible.

Elevator Ready Units: To promote opportunities for Mueller residents to "age in place" housing units should be designed to allow for the addition of residential lifts wherever possible. This can be achieved by aligning closets or by configuring stairwells to accept elevators as part of a future retrofit.



Town Center Birds-Eye Illustrative Rendering

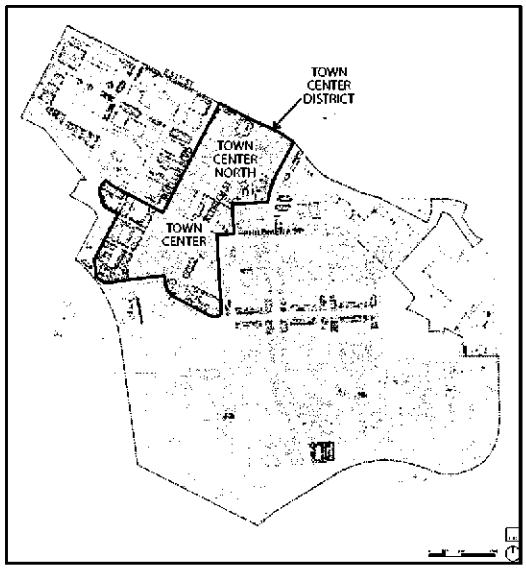
1. ALDRICH STREET SHOPS WITH UPPER LEVEL OFFICES, HOTEL OR RESIDENCES
2. CINEMA OVER ALDRICH STREET SHOPS
3. AUSTIN CHILDREN'S MUSEUM (THE THINKERY)
4. MIXED-USE RESIDENTIAL / COMMERCIAL
5. EXISTING AND POTENTIAL DISTRICT PARKING GARAGES
6. MIXED-USE COMMERCIAL BUILDING WITH GROUND LEVEL RESTAURANTS/SHOPS

THE TOWN CENTER DISTRICT

Mueller Town Center is envisioned as a vibrant mixed-use district at the heart of the community... a place where residents, workers and visitors are naturally drawn ... a place to shop for everyday needs, meet friends for lunch or dinner, enjoy a concert or movie in Lake Park, or just to take a leisurely stroll down Aldrich Street with its unique shops and restaurants. It is envisioned that the combination of local businesses and the friendly pedestrian orientation of the district will make it an attractive destination, not only for the Mueller community, but also for visitors to Austin and residents and workers from surrounding neighborhoods and districts throughout the City.

The Town Center District is organized into two principal sub-areas, divided by Philomena Street. Town Center provides the most concentrated mix of ground level retail, restaurant, cultural and entertainment uses, and is envisioned as the social and commercial hub of Mueller. The most intensive area of Town Center is east of Mueller Boulevard and referred to as the Aldrich Street District.

Town Center North is conceived as a complimentary mixed-use residential and employment district that will help to achieve Mueller's economic development objectives and extend the pattern of active ground level uses to the adjacent neighborhoods of Mueller and beyond. Aldrich Street, a pedestrian-friendly promenading street provides a continuous north-south spine through both areas, connecting 51st Street on the north with Lake Park on the south. Mueller Boulevard provides a key vehicular and transit link between 51st Street and Airport Boulevard. The plan allows for future urban rail service to pass through the Town Center District. The configuration and design of the Town Center District is based on several key criteria:





The Mueller Town Center District is envisioned as a convenient and friendly mixed-use district at the heart of the new community – a place where residents, workers and visitors are drawn to shop as well as live, work and play.

Identity: The Town Center District is located at the gateway to Mueller along Airport Boulevard, and overlooks Lake Park, the principal open space of the community. Town Center Park is at the heart of the District, bridging its North and South sections. Aldrich Street, Mueller's "Main Street", has a direct connection to Airport Boulevard and 51st Street, giving it regional and citywide identity and visibility that will be critical to its ongoing success and viability.

Connectivity: The Town Center District is an integral part of the Mueller community and a seamless extension of the surrounding neighborhoods. The pattern of blocks and streets and the perimeter greenway provide direct pedestrian, and bike connections, making it a five-to ten-minute destination from planned transit facilities and most homes within the community.

Walkability: The Town Center District is a place for pedestrians of all ages. Aldrich Street is designed with shady tree-lined sidewalks with canopies and awnings for promenading and outdoor dining. The network of streets leading to it is enlivened by shops, galleries, small businesses and residential units. Appendix E: Aldrich Street District Streetscape Design Manual provides more detail on the character and treatment of streets within the district.

Convenience: The Town Center District is programmed and configured to be convenient for residents and employees alike. A grid of streets is designed to promote easy access and mobility for motorists as well as pedestrians and cyclists. A centralized supply of shared parking in internal garages is provided within close walking distance of all businesses.

Diversity: The Town Center District is more than a place to shop. With its mix of apartments, live-work lofts, museums, theaters, row houses, shop houses and offices, it is also a great place to live, visit and do business. A variety of large and smaller parcels developed by different builders and architects will provide a diversity of building types and styles that will make the Town Center District a more authentic and integral part of the city.

Authenticity: The Town Center District will include many "Best of Austin" businesses. Catellus is committed to soliciting local retailers, restaurateurs, and other homegrown businesses that will give the area a distinctive Austin character.

The design of the Town Center District has evolved through the extensive community planning process, and through more detailed development planning that has taken place since the execution of the Master Development Agreement in 2004. In 2008, a Master Plan and Commercial Planning Study found that there was





The Thinkery reinforces the pedestrian character and destination appeal of the Town Center.

considerable market and community support for a more intensive mix of uses than initially projected in the 2004 plan, which had envisioned a mixed-use neighborhood center anchored by a grocery store. As a result of this effort, the boundaries of the Town Center District were extended northward to 51st Street, and the grocery store was relocated to the Northeast Quadrant in a separate neighborhood center known as the Market District (see Chapter Four).

There are three basic building types that make up the Town Center District: "Aldrich Street and Paseo Buildings" provide the most intensive concentration of retail uses activating the community's principal retail street and pedestrian promenade; "Mixed-Use Buildings" include a range of office and residential complexes which provide the basic fabric of the district; and "Parking Buildings" are designed as "stand-alone" district garages, allowing for adjacent sites to be developed without the burden of on-site parking, while providing visitors and employees with convenient places to park within walking distance of multiple destinations. In addition to these basic building types, civic, cultural, religious and other types of institutional buildings may also be located in the Town Center District, provided that their design is determined by the NCC to be in keeping with the intended identity and character of the Town Center District, consistent and complementary with the vision of a mixed-use and pedestrian-oriented district. Parking for such buildings may be provided in the district parking facilities, and/or on-site in architecturally integrated and encapsulated garages or in parking courts that are mostly concealed from public streets.

The remainder of this chapter provides guidelines for each of these Town Center District building types. At the end of the chapter, common design guidelines for the character, treatments and materials of all Town Center District buildings are described.

TOWN CENTER DISTRICT SITE PLANNING STANDARDS

A Preliminary Plan (Case # C8-04-0043) has been filed by the Master Developer with the City of Austin, describing the layout of the neighborhoods and the Town Center District. Any revisions to the layout of the Town Center District as shown in the Preliminary Plan must adhere to the above-stated principles, and to the following site planning standards:

a. The Town Center District will include a principal street (Aldrich Street) that is designed to be a major gathering space of the community, and to which retail uses will be oriented. Aldrich Street will connect to the surrounding Mueller neighborhoods, Lake Park, and Airport Boulevard.

b. The Town Center District will include a pattern of blocks that provide street front activity and connections to adjacent neighborhoods and districts.

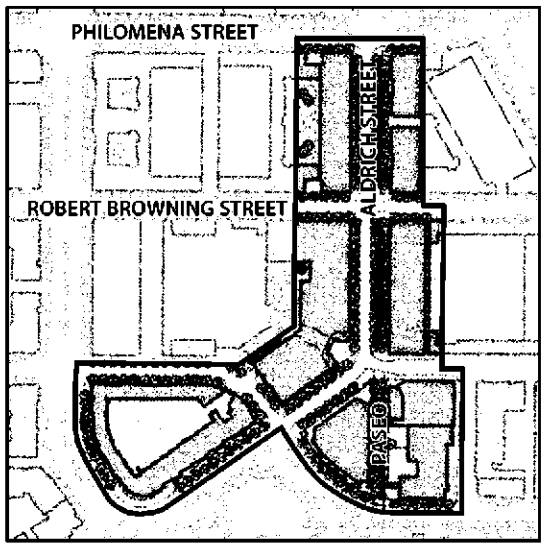
c. Surface parking lots, parking structures and service areas will not be located along Aldrich Street unless no other practical solution is possible. Interim / temporary surface lots will be allowed subject to NCC approval.

d. The design and treatment of streets within the Town Center District will be consistent with the Mueller street cross sections set forth in Appendix D of this Design Book and with Appendix E: Aldrich Street District Streetscape Manual.



3.1 ALDRICH STREET AND PASEO BUILDINGS

The Aldrich Street District is comprised of three blocks of Aldrich Street south of Philomena Street. Aldrich Street is the principal commercial and retailing street within Mueller and an important pedestrian promenade linking Lake Park on the south with the Town Center Park. The street with its tree-lined sidewalks and promenade, convenient curbside parking and continuous line of shop fronts is seen as one of Mueller's key gathering places, and as a place that will provide a strong image and identity for the community. At the point where the southern reach of Aldrich Street bends toward Mueller Boulevard, a 43-foot-wide Paseo provides an auto-free promenade connecting the street directly to Lake Park and the children's playground. As such, the design of buildings along the edges of Aldrich Street and the Paseo will be key to the success of the District as an attractive destination. Appendix E: Aldrich Street District Streetscape Manual provides specific direction on the design of sidewalks and furnishings within the public realm. In the spirit of Central Texas' Main Streets, buildings on Aldrich Street will have the following characteristics:



Aldrich Street District & Paseo Buildings

- A continuous frontage of high bay retail, restaurant or pedestrian-oriented uses will line the street.
- Projecting canopies, pergolas and awnings and/or arcades and colonnades that, in addition to the street trees, provide cover and shade.
- A pedestrian-friendly scale with the predominant building height along the street of two-to five-stories, with any additional height stepped back from the street front.
- Multiple building parcels with a change in architectural expression to promote diversity, interest and a fine-grained character.

- Upper-level uses, including residences and commercial uses such as hotel, cinema and offices, that overlook the street and provide an additional intensity of activity.
- Parking that is either architecturally encapsulated within the building and/or is located in one of the Town Center District's shared facilities.



The Paseo is a 43-foot wide promenade lined with shops, restaurants and Austin's children's museum (The Thinkery).

All buildings along Aldrich Street and the Paseo must comply with the following design guidelines:

Building Height and Massing: Buildings along Aldrich Street and the Paseo will be no more than five floors or 65 feet in height to maintain a cohesive town scale along the frontage; any additional height up to 100 feet must be stepped back from the face of the building along Aldrich Street by at least 10 feet. The NCC may provide a variance to this stepback if it finds that the additional height is necessary to accommodate the building, and if the design of the building maintains the pedestrian scale and character of the district.

Minimum Height: While the predominant height of buildings along Aldrich Street will be three to five floors, one-and two-level buildings will be permitted if they are deemed by the NCC to add to the interest and vitality of the street; if they have a minimum height to the top of the parapet of 25 feet; and if they represent less than 50 percent of a block frontage.

Building Setbacks and Build-to Lines: Buildings along the west side of Aldrich Street and along the Paseo must be built to within 5'-0" of the property line of the street or to within 5'-0" of the eastern and western edges of the Paseo to create a continuous street wall along the length of the street. Along the east side of the street between McBee and Philomena Streets, Aldrich Street buildings shall be set back by 20 feet to provide for the promenade extension of the Paseo. Additional setbacks will be considered by the NCC only if they result in a usable open space of the highest quality.

Encroachments: Projecting awnings, canopies, arcades, pergolas and upper level porches are permitted to encroach into the public right-of-way of Aldrich Street by up to ten feet, subject to license agreements with the City of Austin. In the tradition of Central Texas commercial buildings, canopies, arcades and projecting colonnades should be designed as delicate additions to the buildings in an accenting material (e.g., wood or metal) to maximize the visibility of individual storefronts.

Exterior Open Space: Aldrich Street and Paseo buildings are encouraged to provide paseos and courtyards that provide through-block pedestrian linkages to public parking facilities, and/or to other Town Center District activities. Such spaces should be designed to provide shade and cover for pedestrians, as well as opportunities for outdoor dining, informal seating and performances, as well as small gatherings.

Ground Level Activities: The ground-level of buildings fronting Aldrich Street and the Paseo will include active pedestrian-oriented uses. First priority will be given to retail and restaurant uses that create the most intensive level of pedestrian activity. Uses that cater to the public and that promote walk-in business (e.g., galleries, personal and financial services, real estate offices, etc.) are also permitted, provided that such space is designed to allow for future occupation by retail or restaurant use. It is strongly encouraged that ground-level uses activate their adjoining street fronts with pedestrian-friendly uses (e.g., sidewalk cafes) consistent with the Aldrich Street District Streetscape Manual (Appendix E).

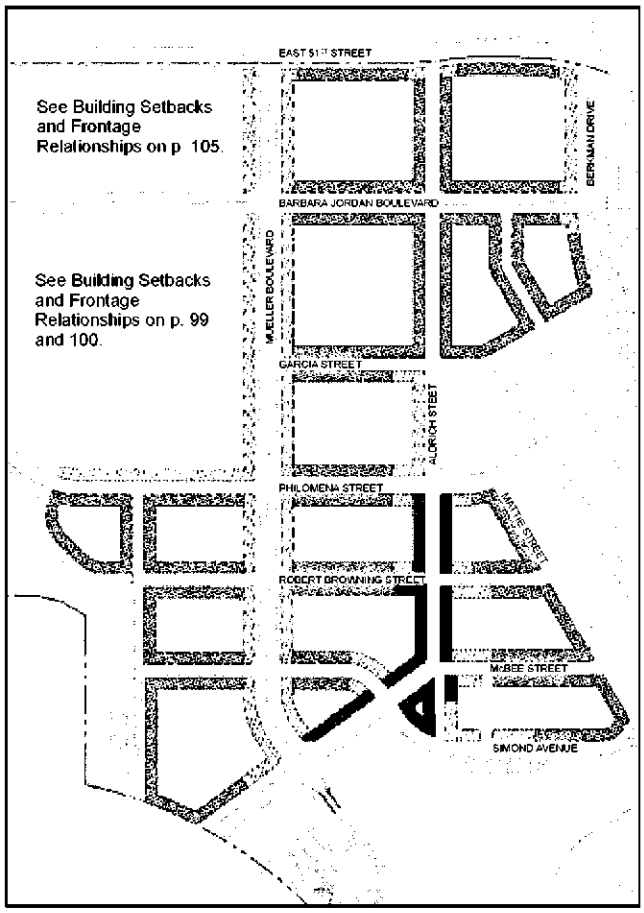
The Paseo provides an auto-free promenade linking Lake Park with shops and restaurants along Aldrich Street.



Ground Level Treatment: The street frontage along Aldrich Street and the Paseo will be designed with high bay storefronts, with a building floor-to-floor height no less than 16 feet, and with a window to wall transparency ratio on the ground floor storefront of at least 60 percent. The primary entry to all ground level uses must be oriented to Aldrich Street at intervals of approximately 50 feet as practicable. High quality accent materials shall be employed along ground level storefronts, including stone, wood, and metals; other decorative features should be utilized to create interest and scale along all public frontages of the building. Reflective glass is prohibited. Signage and Storefront Guidelines for Town Center buildings are provided in Appendix F.

Storefront Landscaping: Storefront planters and pots that provide color and/or delineation of outdoor café areas along Aldrich Street and the Paseo are encouraged.

Façade Treatment: A key objective for Aldrich Street is to create a diverse and fine-grained pattern of buildings, reflecting the personality of individual businesses, and providing a varied and interesting townscape. Larger buildings should employ changes in volume and plane to create diversity rather than applied or contrived façade expression. Changes in floor-to-floor dimension are also an effective way in modulating street front expression. Well-proportioned window openings should contribute to the area's "town" scale to create interesting facades that avoid institutional or monotonous repetitions. Balconies, loggias, bay windows, roof eaves, and other architectural devices that promote scale and interest are encouraged.

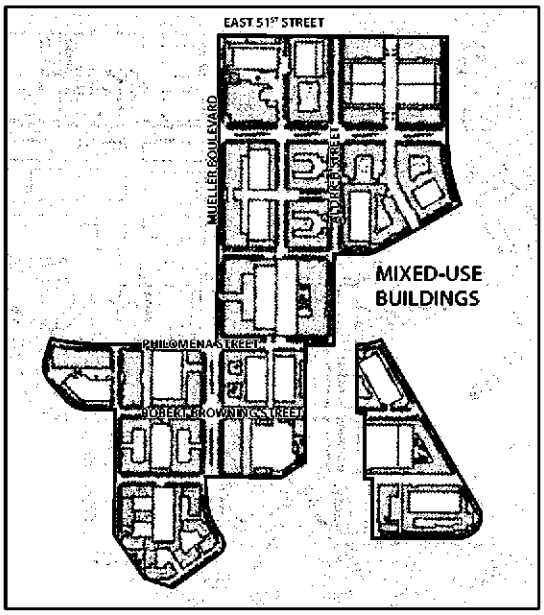


Town Center District Ground Level Uses

3.2 MIXED-USE BUILDINGS

Mixed-use residential and commercial buildings are the predominant building type within the Town Center District. They include office buildings, apartment and condominium buildings that will further intensify the level of pedestrian activity in the District and establish the Town Center District as a pedestrian-intensive area with a rich diversity of activity. Mixed-use buildings within the Town Center District share the following characteristics:

- Buildings will be built to or near the front property line to provide strong spatial definition to the streets.
- Ground-level uses will include retail shops, offices, civic uses and/or street-oriented residential units to reinforce the pedestrian character of the street.
- At least one floor of upper-level residential, office, civic or hotel use will be provided to create a critical mass of people living and working in the Town Center District.
- Parking will be architecturally integrated and mostly encapsulated within the building complex or be provided in centralized off-site garages.
- Outdoor space, including courtyards, paseos, balconies, terraces and gardens will be provided to extend the pattern of pedestrian-friendly streets and to provide additional gathering places for employees, visitors and residents.



Mixed-Use Buildings

Building Height and Massing: Mixed-use commercial and residential buildings within the Town Center District must adhere to the following height and massing guidelines:

- East of Mueller Boulevard and north of Philomena Street, buildings will not exceed 65 feet or five floors in height. Any mixed-use building across a public street from a two-story yard house, row house, shop house or Mueller House shall step down in height so that at least 50 percent of the building within 25 feet of the property line does not exceed 40 feet or three floors.

- South of Philomena Street, Aldrich Street District buildings will be permitted to a height of 100 feet or eight floors, provided that:

  - Portions of the building above 65 feet shall be set back from the building face by at least 10 feet to maintain the scale and character of the Aldrich Street District.
  - Along the Mattie Street frontage, any mixed-use building across the street from a two-story row house, shop house or Mueller House shall step down in height so that at least 50 percent of the building within 25 feet of the property line does not exceed 40 feet or three floors.



Mixed-use buildings in the Town Center District will have active ground level commercial uses or residential units oriented to the street.

Minimum Height: The minimum height of all mixed-use buildings is two floors and/or 30 feet.

Building Setbacks and Build-to Lines: Mixed-use buildings with ground-level residential uses will be set back from the property line by at least 5'-0", but by no more than 10 feet, while buildings with ground-level commercial uses will be built to within 5'-0" of the property line. Where sidewalks are 12 feet in width or less, 50 percent of the ground level commercial frontage shall be set back by at least 3'-0" to create sidewalk zones of 15 feet in width. All mixed-use buildings will maintain a continuous street wall for at least 75 percent of the street frontage.

Encroachments: Projecting canvas awnings, pergolas, canopies, arcades and upper- level porches are permitted to encroach into the setback area. In the tradition of Central Texas commercial and mixed-use buildings, permanent or fixed encroachments should be designed as delicate additions to the buildings in an accenting material (e.g., wood or metal).



With its tree-lined sidewalks and neighborhood shops, the Town Center District will be one of Mueller's principal gathering places.

Exterior Open Space: Mixed-use buildings are encouraged to provide courtyards and other exterior open space for the use of residents, employees and visitors. Each mixed-use residential building will have exterior common open space, with an area that is no less than 60 square feet for each residential unit within the complex. Common open space is defined as any exterior open space that is available for the use and enjoyment of all residents and their visitors including pool decks, terraces, gardens, courtyards, etc. Provision for shade and relief from the harsh summer climate should be a key factor in the design of common open spaces.

Ground-Level Activities: Mixed-use buildings will introduce ground-level uses as follows:

- Ground-level commercial or loft space that can be converted to retail in the future will be provided along Mueller Boulevard and designated east-west streets in the Aldrich Street District as shown in the diagram on p. 75.
- New development along East 51st Street shall include active ground level commercial or live-work uses within 75 feet of the intersections of Mueller Boulevard, Aldrich Street and Berkman Drive, with their primary pedestrian entries oriented to the street, consistent with the East 51st Street Vision Plan.
- For all remaining Town Center District street frontages, the ground-level street front will be designed with either commercial space or with ground-level residential uses, using the treatments described below.



Ground-level commercial space will be designed with high- bay storefronts.

Ground-Level Commercial Treatment: Ground-level commercial or work spaces will be designed with high-bay storefronts, with a floor-to-floor height no less than 15 feet, and with a window to wall transparency ratio of at least 50 percent. To the extent practicable, the primary entry to all ground-level commercial uses will be oriented to the adjacent street at intervals no greater than 75 feet. High quality accent materials shall be employed along ground-level commercial space, including stone, wood, and metals; other decorative features should be utilized to create interest and scale along the street. Reflective glass is not permitted. Front yard landscaping and hardscape with planting and seating areas is encouraged within the setback zone. The structural and mechanical systems shall be designed to accommodate future commercial uses, including restaurants. All commercial spaces must include ample mechanical access to rated vertical shaft ways to support current and future installation, use, and maintenance of kitchen exhaust ducting to roof mounted equipment. All such exhaust venting must occur vertically through to the roof, unless otherwise specifically requested by property owner and subsequently approved by the NCC so as to ensure exhaust fumes/odors do not reach the public realm. Grease traps should be located in service areas, away from pedestrian-intensive building fronts.

Ground-Level Residential Treatment: Ground-level residential units shall have their front doors oriented to the street with stoops elevated at least 1'-6" but by no more than 3'-0" from the sidewalk to provide privacy and separation. Residential building lobbies shall also be oriented to the street with accessible entries.

Facade Treatment: Mixed-use buildings will be designed to create a pedestrian-scaled and varied streetscape, with the following characteristics:

- Upper-level window openings composed and varied; strip windows and continuous/uninterrupted curtain walls are not permitted, unless otherwise approved by the NCC to promote architectural diversity.
- Variation in building volume and plane to reduce the perceived scale of the building, and to create visual interest along the street.
- Architectural elements including projecting bay windows, balconies (in a non-excessively repetitive pattern), loggia, canopies, pediments, moldings, etc., that further break up the mass of the building.

Mixed-use buildings are encouraged in the Town Center District to promote small businesses and a 24-hour live-work environment.



- Four-sided and volumetric architecture that contributes to the three-dimensionality of the building.
- Massing, parapets, or roof screens must be incorporated to ensure roof mounted equipment will be concealed from eye level view throughout the public realm including streets and publicly accessible parks and open spaces.
- Architectural delineation between the building's base, its upper levels and the roof silhouette.

Parking Garages: Garages within mixed-use buildings shall be substantially encapsulated within the interior of a block. Limited exposure to a street front will be permitted if the NCC finds that such an exposure is minimized and that complementary architectural treatment is provided. No garage exposure will be permitted along Aldrich Street, Mueller Boulevard, Barbara Jordan Boulevard or 51st Street.

3.3 PARKING BUILDINGS

Centralized "stand-alone" parking buildings are planned within the Town Center District to promote shared parking among a variety of uses and activities, where visitors can conveniently park once and visit multiple destinations. Centralized parking buildings will also reduce or eliminate the burden of on-site parking on some sites, allowing for smaller-scaled development to be interspersed with larger buildings that incorporate their parking on-site. Parking buildings are planned in the Aldrich Street District, east and west of Aldrich Street, where the most intensive concentration of retail, entertainment, cultural and commercial uses will be located. The following guidelines shall be used in the siting and design of parking buildings:

Location and Treatment: Parking buildings shall be located in the interior of blocks, with no portion of the structure exposed to Aldrich Street, Mueller Boulevard or Simond Avenue (south of Aldrich Street). Along Mueller Boulevard and Aldrich Street, garages shall be set back at least 60 feet from the property line to provide for a viable frontage of commercial uses. Along Simond Avenue garages shall be set back by at least 35 feet to allow for a residential or commercial liner. With NCC approval, parking buildings will be permitted to have frontages along east-west streets provided that:

Commercial parking garages should be encapsulated with office or residential uses to the maximum extent.

- At least 50 percent of the ground-level frontage of the garage is designed with high-bay storefront commercial uses, or with ground-level residential uses consistent with the provisions for Mixed-Use Buildings described above;
- No sloped floors or ramps are visible from public streets;
- Rooftop lighting, and interior lighting is minimized from public view to the extent possible while respecting the need for safe light levels within the facility; and



- The façade of the garage is designed with high quality treatments and materials that reduce its dominance as a garage, and that make it compatible with adjacent Aldrich Street District buildings.

- Ground level floor to floor height shall be at least 15 feet to create a welcoming environment and to allow for future retrofit to commercial use.

It is recognized that the garages may be exposed to public view on an interim basis, prior to the construction of the surrounding development. If this is the case, surface treatments are encouraged (e.g., murals, scrims or other artful elements) that create visual interest and that convey future intentions.

Stand-alone parking buildings will be permitted in Town Center North only if the NCC determines that such buildings do not detract from the quality or pedestrian scale and character of the mixed-use environment.

Height: Parking buildings shall have a maximum height of 65 feet or seven parking levels above grade. The NCC will consider an increase to this height limitation if site lines, massing, and compatibility with adjacent uses is otherwise acceptable.

Pedestrian Entries and Linkages: A direct pedestrian linkage will be provided from Aldrich Street to parking buildings located to the east or west of that street. This linkage may be along public streets, and/or in the form of well-lit mid-block pedestrian passages and/or courtyards that are designed with landscaping and shading devices and with ground-level uses that make the passage safe and interesting throughout the day and evening.

Vehicular Access: Vehicular access to garages will be from side streets perpendicular to Aldrich Street, and designed to minimize disruption of the pedestrian environment.

Rooftop Treatment: Trellises, green roofs, and/or other shading devices including photovoltaic panels are encouraged on the roof of parking garages to reduce heat island effects. Rooftop lighting shall be configured such that visibility of fixtures from adjacent streets is avoided to the maximum extent possible.

Other Features: Parking garages shall provide conveniently located areas for bike and tricycle parking (consistent with Mueller standards) and "car share" programs. Provision should also be made for recharging stations for electrical vehicles.

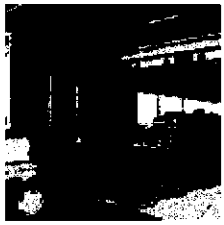
TOWN CENTER DISTRICT BUILDINGS: CHARACTER, MATERIALS AND TREATMENTS

These design guidelines pertain to all Town Center District development.

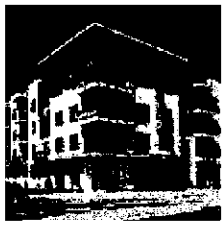
Character: Town Center District buildings shall be designed with a high degree of care and craftsmanship. Standardized building solutions are strongly discouraged in favor of a diversity of architectural expressions within a cohesive urban framework. Buildings that employ regional design characteristics of Central Texas architecture in either traditional or modern forms are particularly encouraged. Some of these characteristics include: shade on wall surfaces through projecting eaves or other architectural elements to minimize direct summer solar gain; simple forms with flat, gabled, hipped and pyramidal roof shapes; use of loggias, arcades, pergolas, courtyards and paseos to mediate the seasonal climatic extremes and to provide outdoor space; and regionally extracted and manufactured materials.

Street Orientation: All buildings within the Town Center District will be oriented to the streets on which they front.

Parking: On-site parking (beyond shared parking in central garages) will be mostly encapsulated and architecturally-integrated within the individual building parcels. Any exposed portion of a parking garage must be architecturally treated and subject to NCC approval. Permanent surface parking lots will not be permitted along street frontages within the Town Center District or along Aldrich or Philomena Streets in the Town Center North. Temporary / interim surface parking will be permitted subject to NCC approval. Permanent surface parking lots on all other street frontages are permitted only with NCC approval and if such lots are minimized to the maximum extent practicable.



Corner and Terminus Elements: Buildings that occupy corner lots, or that terminate key views along streets should introduce special architectural elements (e.g., towers, cupolas, gables, dormers, balconies, etc.) to reinforce the legibility of the Town Center District, and to promote a varied and interesting streetscape.



Sustainability: Development within the Town Center District will exemplify the City's sustainability goals, creating an urban environment that has lasting value, addresses objectives for resource efficiency, and utilizes green building and integrated sustainable development practices. Preference should be given to materials and products that



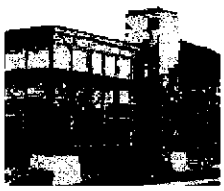
enhance building energy and water efficiency, and that are manufactured with raw materials that are non-toxic, low-emitting renewable, recycled, recyclable, and/or regionally sourced and manufactured. (See guidelines for sustainability in Chapter Seven).

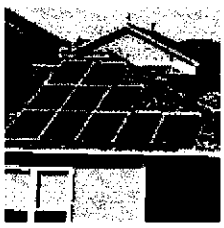
Roof Treatment: Buildings within the Town Center District can employ flat or sloping roofs. Decorative building parapets that provide a distinctive silhouette should be considered for flat-roofed buildings, however they shall be returned by at least 4'-0" to appear as three dimensional volumes rather than "western fronts". Projecting eaves, exposed beams and decorative brackets should be integrated into sloping roof designs. Sloping roofs should utilize standing seam metal roofs, or concrete or clay tile in warm colors; composition shingles are not permitted in the Town Center District, consistent with the project goals of energy efficiency and heat island mitigation. Commercial building roofing materials must comply with the City of Austin Code requirements for cool roofs. Green roofs are encouraged to the extent that they contribute to building and environmental performance.

Rooftop Equipment: Rooftop mechanical equipment shall not be visible from public streets or public parks.

Solar Energy Systems: Photovoltaic and solar water heating systems are encouraged, subject to NCC or MC approval. Panels will be architecturally integrated into the roof and building form. Solar panels should have a flat profile, conform to the slope of the roof, and be placed so that the top edge of the collector is parallel to the roof ridge. Panels placed diagonally to the ridge or eave are strongly discouraged, and will only be permitted if they are not visible from any public street. No part of the installation may extend above the roofline. Collector frames, support brackets and any exposed piping must be painted to match or be compatible with the roofing material. Neutral colors are preferred for solar photovoltaic panels. Photovoltaic panels on flat roofed buildings should be integrated as an architectural feature of the building or screened from public view behind parapets. (See guidelines for solar ready design in Chapter Seven).

Primary Building Materials: A range of primary building materials may be used for Town Center District buildings including: Texas limestone or sandstone in light or warm








tones, smooth finish brick in common, English or Flemish bond patterns, painted brick, smooth finished stucco (provided that Texas limestone or other stone is used as an accent material), light colored pre-cast concrete, architectural masonry units, architectural metals, composite materials, or other similar or innovative materials deemed by the NCC to be compatible and complementary. Within the Town Center District, fiber-cement siding will be permitted only for the exterior cladding of portions of the building not visible from public streets, and not accessible by the public (e.g., rear or side façades, soffits, etc.) unless the NCC finds that this material is appropriate to the building's design and appearance.

Material Changes: Materials shall wrap around corners and define volumes rather than planes. Change of materials shall not occur along the same plane or at outside corners unless approved by the NCC.

Accent Materials: A range of accent materials including stone, tile, terra cotta, metals, and wood should be introduced along store fronts and ground-level frontages along pedestrian-intensive streets.

Façade Treatments: All portions of the building, visible from public streets must be treated in a similar manner. Exposed piping and conduits are not permitted on building facades that are in the public view unless located at interior corners of buildings and reviewed by the NCC. Exposed piping located out of the public view should be sleeved and painted to match the building.

Windows: Windows are key determinants of building character, and require careful design and detailing. In keeping with the spirit of traditional regional architecture and to create the effect of solidity, windows shall be inset from the face of the building wall by at least one-and one-half inches.

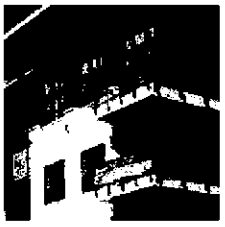
Public Utility Easements: No construction or encroachment of any kind is permitted in or over a public utility easement (e.g. roof overhangs, porches, steps, stoops, and low walls), unless approved via license agreement with the City of Austin and/or utility as required.

Utilities: Transformers and other utilities such as gas meters, backflow prevention devices, grease traps, electrical services and related pipelines shall be located













in areas that have the least visibility and where they do not interfere with pedestrian circulation. All such equipment shall be screened from predominant public view with low walls or landscaping.

Noise Attenuation/Impact Transmission: All mixed use buildings that have adjoining uses that share walls or ceilings are strongly encouraged to employ construction methods that minimize noise and vibration transfer between uses. In addition, residential units along major connecting streets (e.g., Mueller Boulevard, Barbara Jordan Boulevard, Aldrich Street and 51st Street etc.) are strongly encouraged to employ glazing that reduces interior noise from traffic.

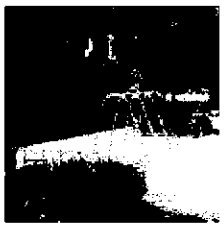
Bike Parking: Bike parking will be provided in compliance with Appendix B: Commercial Landscape Design Guidelines for Bicycle Parking Standards. Bike parking should be located near building entries, within garages, and along public streets. Tricycle parking should also be provided in convenient locations as dictated by the NCC.

Signage: A coordinated signage program must be prepared and submitted to the NCC for their review and approval. See Appendix F: Signage and Storefront Guidelines.

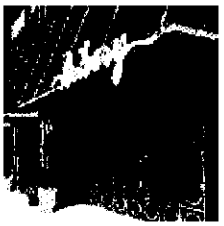
Drive-Through: Drive-through facilities are not permitted in the Town Center District.

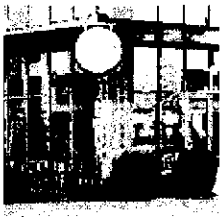
Service Areas: All service areas (e.g., garbage and recycling rooms, mechanical areas, storage, utility and meter rooms, etc.) must be architecturally integrated within the body of the building, or architecturally screened from all public areas, and located to the maximum extent practicable on frontages other than Aldrich Street and the Paseo and Simond Avenue. Trash facilities and operation plans must ensure that dumpsters are not placed in the R.O.W. awaiting pick-up and that they are promptly returned to trash areas within the property.

Shared Service Areas: In the interest of limiting the number of off-street loading zones and dumpsters (service areas), businesses in Mueller are encouraged to share service areas where possible. However, in order to qualify for shared use, the service areas must meet the requirements specified below:

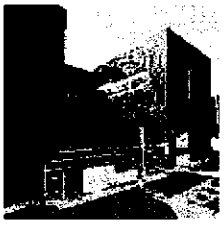












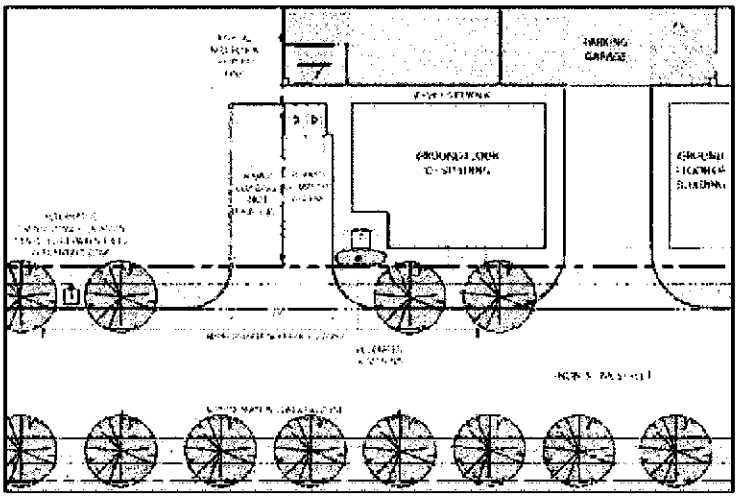
- Shared service areas accommodating both off-street loading and dumpsters are encouraged to be located between lots generally as depicted in the exhibit below.

- Service area driveways shall comply with driveway spacing requirements set forth in the Mueller PUD Criteria Manual (adopted December 9, 2004). A waiver must be obtained from both the City of Austin Watershed Protection and Development Review and Public Works Department to vary from these standards.

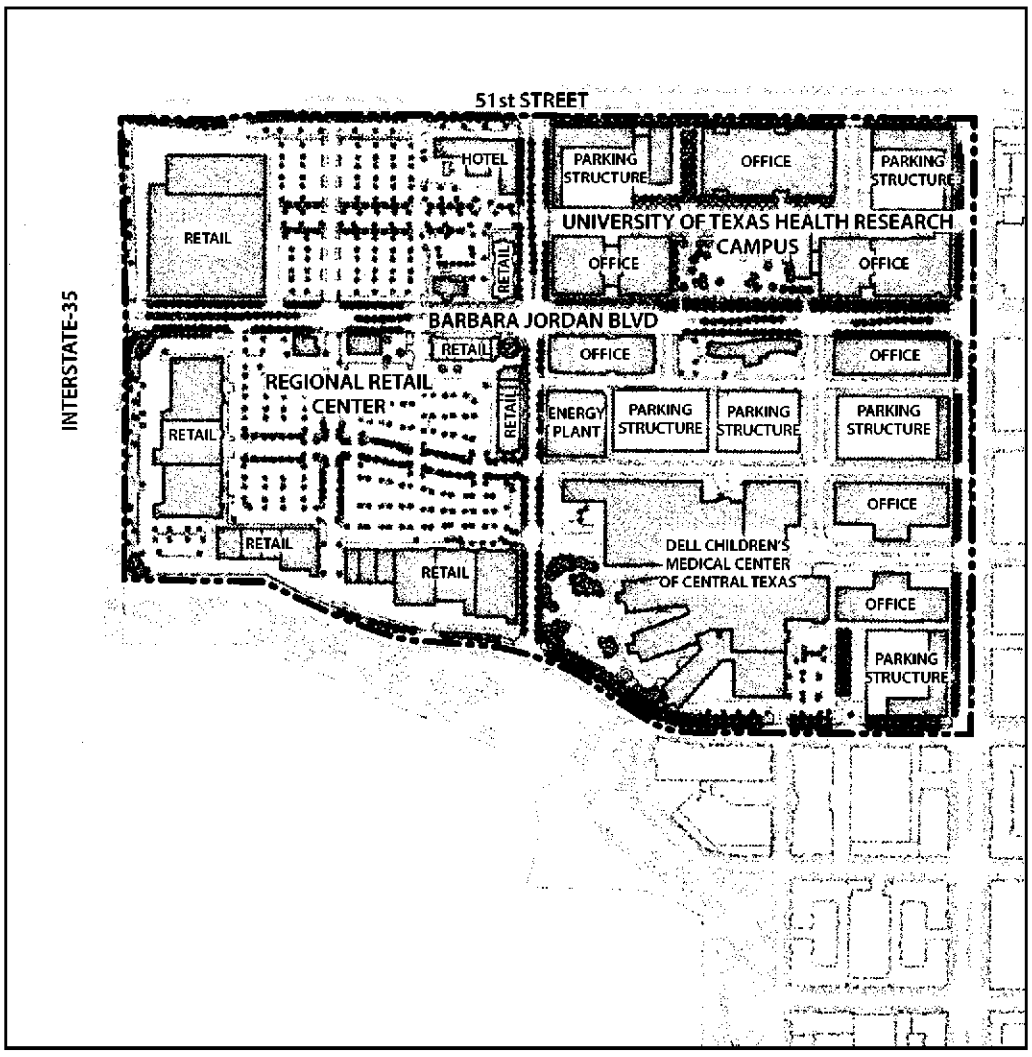
- Unless there is no other reasonable alternative, service areas shall not be accessed from the following streets:

  - Philomena Street
  - Mueller Boulevard
  - Aldrich Street
  - Simond Avenue
  - Berkman Drive
  - Barbara Jordan Boulevard

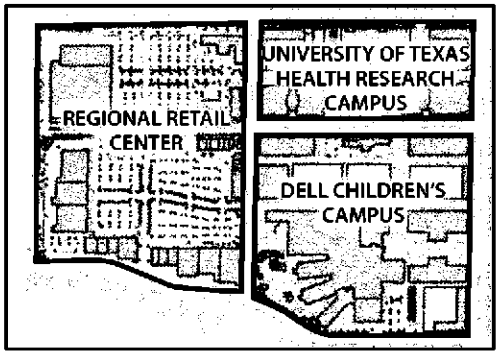
If a non-residential building's main entrance is located on one of these streets, an on-street designated Commercial Loading Zone may be provided in close proximity to the front entrance in a location where parking is otherwise allowed. This zone shall be signed according to City of Austin standards and shall provide for adequate maneuvering for an SU-30 design vehicle. Such loading zones shall not be used for temporary storage of trash dumpsters between pick ups.



Shared Service Area Option



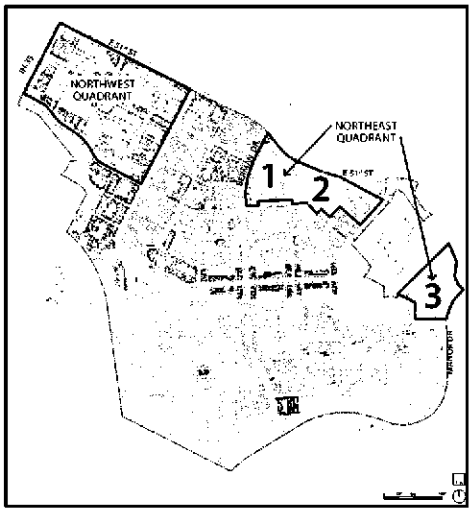
Northwest Quadrant
Illustrative Plan



THE NORTHWEST AND NORTHEAST QUADRANTS

Two mixed-use employment centers are established within Mueller to encourage economic development and job creation. These include the Northwest Quadrant at IH-35 and East 51st Street, and the Northeast Quadrant to the east of Berkman Drive along East 51st Street. The Northwest Quadrant is planned as a mixed-use commercial and employment district that includes the 32-acre campus of the Dell Children's Medical Center of Central Texas (the Children's Hospital), the 16-acre University of Texas Health Research Campus, and the 38-acre Regional Retail Center adjacent to IH-35 and East 51st Street. The Northeast Quadrant includes the 16 -acre Market District, the 20-acre Austin Studios campus on the site of the former National Guard site, and the 17-acre Rathgeber Village of non-profit users.

Due to its strategic location, the Northwest Quadrant has long been targeted for regionally-oriented uses that can benefit from freeway proximity and access, and create a diversity of employment opportunities within the community. In addition to the Children's Hospital campus, which establishes a strong employment anchor in the district, the Northwest Quadrant includes a mix of retail, office, and hotel uses, configured to create a cohesive district with strong pedestrian and bicycle linkages to the surrounding neighborhoods. Within the Northwest Quadrant, there are three distinct subareas as shown on the diagram to the left: the Regional Retail Center, the Dell Children's Campus, and the University of Texas Health Research Campus. As shown in the diagram on the right, the Northeast Quadrant is also divided into three subareas: (1) the grocery-anchored Market District on the west, (2) the Austin Studios campus in the middle, and (3) Rathgeber Village on the east. Rather than "stand-alone" projects, all of the subareas of the Northwest and Northeast Quadrants are envisioned as an integral part of the Mueller community, utilizing the same principles of compact development and pedestrian and transit orientation. Prior to the review and approval of individual building projects within each of the six subareas, an architectural master plan for each



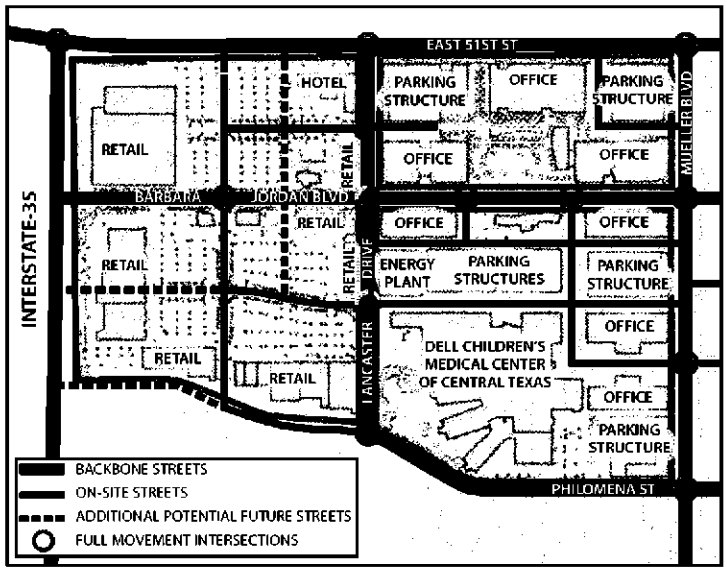
area must be submitted to the NCC. These master plans, once approved by the NCC, will provide the basis for subsequent building projects within each of the subareas. The architectural master plans must comply with the design guidelines set forth in this chapter.

Although each of the subareas within the Northwest and Northeast Quadrants will be programmed with a diversity of uses (e.g., a major hospital complex, a regional retail center, an academic and research facility, a film production campus, a neighborhood grocery anchored shopping center, and office and multi-family residential developments), the site and building design of each will promote the following common design characteristics:

Connectivity: A pattern of streets and pedestrian and bicycle ways will extend the movement system of the overall community, break down the large "superblocks", and provide strong pedestrian, bicycle and vehicular linkages between each of the subareas of the Northwest and Northeast Quadrants.

Within the Northwest Quadrant, each subarea should be planned with an existing and future network of streets that can allow a finer-grained pattern of development to emerge over time.

Amenity: On-site publicly-accessible open space in the form of parks, squares, gardens, courtyards, etc., will be provided within each of the subareas for the year-round enjoyment and comfort of workers, visitors and residents. These open spaces, designed to provide shade during summer months, will be linked by trails, sidewalks, etc., to the overall open space and street system of the Mueller community. Within larger sites, as outlined in these guidelines, such amenities will be the responsibility of individual developers.



Illustrative Pattern of Existing and Future Streets

Intensity: Each of the subareas will be designed to allow for intensification over time, providing for the replacement of surface parking with structures, and for activities to be clustered in a way that promotes a compact human scale and pedestrian-oriented environment.

Compatibility: New development in the Northwest and Northeast Quadrants will be designed to be compatible with adjacent existing and future neighborhoods, providing appropriate scale relationships and buffering.

Identity: Because of the gateway location of the Northwest Quadrant and its visibility from IH-35, each of the subareas within this quadrant will be designed to contribute to a cohesive and coordinated visual identity of the overall Mueller community.



On-site open space in the form of parks, squares, gardens, courtyards, etc. will be provided within each of the employment subareas. Above: Dell Children's Medical Center Healing Garden.

Sustainability: Development within the Northwest and Northeast Quadrants will exemplify the City's sustainability goals, creating an environment that has lasting value, addresses objectives for resource efficiency, and utilizes green building and integrated sustainable development practices. Preference should be given to materials and products that enhance building energy and water performance and that are manufactured with raw materials that are non-toxic, low-emitting, renewable, recycled, recyclable, and/or regionally sourced and manufactured. (See Chapter Seven for sustainability guidelines).

Future Redevelopment: In response to market conditions, and the need for the project to generate a first phase revenue stream to support infrastructure development, many of the development sites within the Northwest and Northeast Quadrants are programmed with lower intensity uses than those in the Town Center District. It is recognized that some of these sites may redevelop to higher intensity uses in the future. The layout of driveways and parking fields throughout the Northwest and Northeast Quadrants has anticipated this future. When redevelopment of surface parked areas occur, the guidelines for mixed-use buildings presented in Chapter 3 should be utilized. Setbacks from driveways should be established to create positive sidewalk conditions and building frontages that support a positive pedestrian environment.

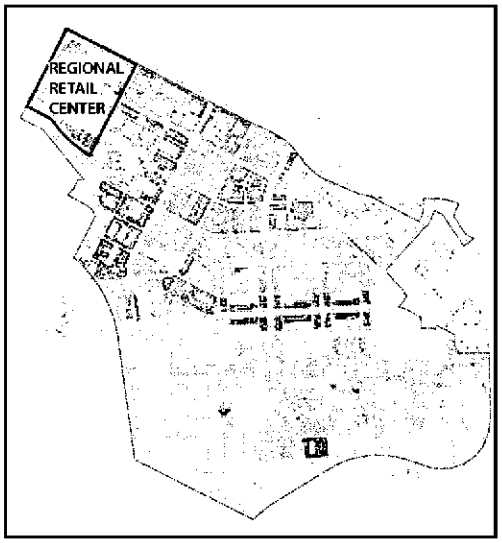
The remainder of this chapter provides guidelines for each of the six subareas of the Northwest and Northeast Quadrants. At the end of the chapter, common design guidelines for the treatment of all employment center sites and buildings are described.

4.1 REGIONAL RETAIL CENTER

Along the IH-35 frontage, two "superblock" sites totaling approximately 38 acres have been created on either side of Barbara Jordan Boulevard. These properties have the highest levels of visibility and access within the Mueller community, and as such have been targeted for regional retail and employment uses that can contribute to the City of Austin's economic development objectives. Rather than a "stand-alone" project, however, the development of this subarea is envisioned as a mixed-use regional destination that exemplifies the highest levels of design quality consistent with the fundamental principles of the Mueller community.

The Site Plan: The site plan for the Regional Retail Center shall be a spatial composition of buildings, open spaces and parking fields. Conventional "strip" development, characterized by individual building pads surrounded by parking lots oriented to arterial streets, is prohibited. The site plan creates a distinctive sense of place, and adheres to the following principles:

- A clear pattern of streets is established within the subarea to break down the scale of the "superblock" and to provide pedestrian, bicycle and vehicular linkages to adjacent activity centers including the Children's Hospital campus. This pattern of streets may evolve over time as uses within the area intensify. To the extent possible, future rights-of-way will be identified within the Regional Retail Center to allow a finer-grained pattern of development to emerge over time. These "rights-of-way" will be laid out and designed so as not to preclude their future development and dedication as public streets.



- Surface parking lots shall be planned as outdoor "rooms", spatially defined by buildings, and with a significant tree canopy (i.e., one tree for every four cars) and surface-level vegetation to mediate the harsh summer sun, mitigate against heat island effect and reduce stormwater runoff.

- The pattern of streets and surface parking shall be designed to allow for future intensification and infill of the parking lots over time. In this regard, utilities shall be aligned along streets in such a way as to minimize the need for utility relocations in the future.

- The eastern portion of the Regional Retail Center adjacent to Lancaster Drive should be programmed and designed with a mixture of uses (e.g., retail, office and/or hotel) that create activity and provide a transition between the regional retail center, the Children's Hospital and the remainder of the community.

- Regional retail uses will not be oriented to the IH-35 frontage, but rather to interior parking areas. The IH-35 frontage shall comply with the setback and street frontage guidelines described below.

- Continuous pedestrian ways will be provided to connect all development components within the subarea with one another, and with the sidewalks along the perimeter streets and the greenway. Particular emphasis will be given to linking existing and future transit stops with planned development. All pedestrian ways must be well-lit and designed with continuous tree canopy and/or architectural cover to provide shade and weather protection throughout the year. To the maximum extent practicable, active ground-level uses will be oriented to public streets, pedestrian ways and sidewalks as well as parking lots.

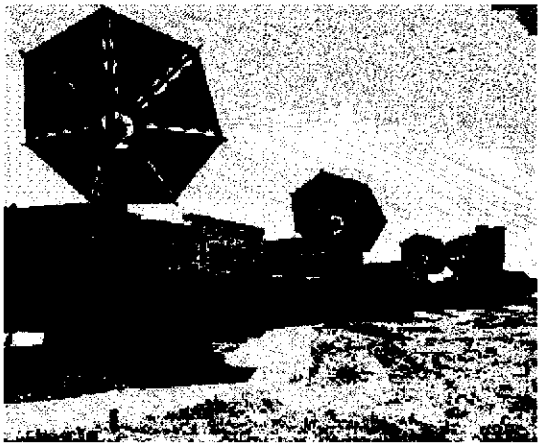
- Plazas, courtyards, pocket parks and other open spaces will be designed as an integral part of the development, to promote the attractiveness of the subarea as a people-oriented and pedestrian-friendly destination within the community.

- Bike parking will be provided in compliance with Appendix B: Commercial Landscape Design Guidelines. Bike racks shall be located near the principal building and storefront entries.

- Service and loading areas must be oriented away from public and pedestrian intensive areas, and screened from predominant public view. Rooftop and other mechanical equipment shall also be architecturally screened from public view.

The retail center is envisioned as regional destination that exemplifies the highest level of design quality.





The SunFlowers: An Electric Garden public art project has created a distinctive front door to Mueller along the I-35 frontage.

Building Height and Massing: Buildings will generally step down in height along Philomena Street adjacent to the Delwood II neighborhood, in conformance with the City of Austin Compatibility Standards. Along East 51st Street, buildings will be permitted to a height of 75 feet, provided that they step down to 65 feet in height within 60 feet of the existing property line as described in Appendix G: East 51st Street Vision Plan.

Building Setbacks and Street Frontage Relationships: Buildings will be designed to reinforce the spatial definition of streets and parkland frontages in a way that enhances the visual legibility and cohesiveness of the community. More specifically:

- *The I-35 Edge:* Buildings will be set back from the IH-35 property line by a minimum of 40 feet. At least 30 feet of this setback will be set aside for landscaped screening and public art that is designed to create a strong visual identity for the Mueller community along the freeway frontage. While limited signage for the regional retail center is permitted, subject to approval of the NCC at the Barbara Jordan/IH-35 intersection, the predominant visual identity along IH-35 shall be established with landscaping, walls and public art elements designed to create a distinctive and appropriately-scaled front door to Mueller. All rooftop equipment and service and loading areas must be visually screened. No driveway access will be permitted from the IH-35 frontage road.

- *The Barbara Jordan and East 51st Street Edge:* Buildings fronting Barbara Jordan Boulevard and East 51st Street will be built to within 10 feet of the property line along these two gateway streets to reinforce their spatial definition, and to promote ground-level, street-oriented activity. (In the case of the East 51st Street frontage, the property line is considered to be that established by the East 51st Street Vision Plan). At least 35 percent of the frontage along these streets shall be lined with buildings, with their primary or secondary public entries oriented to the fronting sidewalks. Exceptions will be allowed for well designed and spatially defined gardens or courtyards that are oriented to and visible from the street. Up to two driveway access points at intervals of at least 250 feet will be permitted along East 51st Street between the IH-35 frontage road and Lancaster Drive.

- *The Lancaster Edge:* Buildings fronting Lancaster Drive will be built to within 10 feet of the property line to create a complementary urban edge between the mixed-use regional retail district, the Children's Hospital, and the UT Health Research Campus. At least 75 percent of the frontage along Lancaster Drive shall be lined with buildings with their primary public entries oriented to the street. (See Chapter Two). Ground level hotel rooms shall be elevated above the street level by at least 1'-6" and set back from the property line by at least 5'-0". Commercial office or retail development will have their primary frontages oriented to the street. Service and loading areas will not be visible from Lancaster Drive. One driveway access will be permitted along Lancaster between East 51st Street and Barbara Jordan Boulevard. Three additional driveways will be permitted between Barbara Jordan and Philomena Street; one of these must be located to extend the main east-west driveway of the Children's Hospital into the regional retail district.

- *The Philomena Edge:* Philomena Street creates an important edge between the mixed-use regional center and the recreational greenway. It has been designed as a lushly landscaped parkway connecting the Northwest and Northeast Quadrants of the community. The western most segment of Philomena Street is designed as a high-occupancy vehicle (HOV) link that could ultimately connect to HOV lanes within a retrofitted IH-35 freeway. At least 50 percent of the frontage along Philomena Street east of the HOV ramp shall be lined with buildings. Development will be set back from the street by 25 feet with a landscaped treatment that extends the parkway character of the corridor. Exceptions will be allowed for well-designed and spatially defined gardens or courtyards that are oriented to and visible from the street. Service and loading areas shall be screened with walls and landscaping so that they are not visible from Philomena Street or the greenway. Up to three driveway curb cuts at intervals of approximately 250 feet or greater will be permitted along the frontage.

The Northwest Greenway creates a lushly landscaped edge between Mueller and the Delwood Neighborhood



Architectural Approach and Treatment of Buildings: A coordinated architectural design concept shall be developed for all of the buildings within the Regional Retail Center, subject to the following principles:

- Buildings shall be designed to contribute to the larger spatial composition and identity of the district.



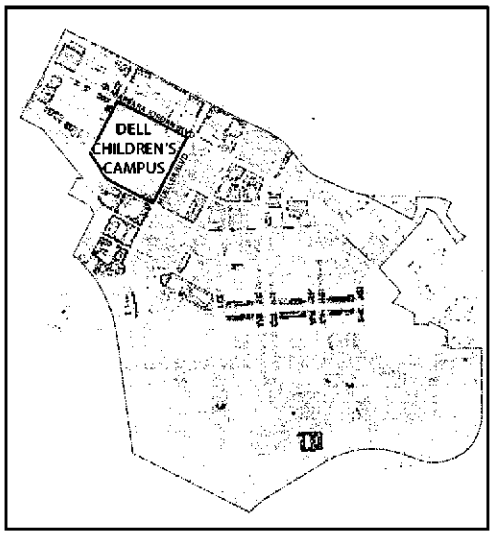
Regional retail uses should be designed with high quality materials and unique architectural treatments.

- Brand buildings or formulaic "stand-alone" solutions that have no regard to their context are not permitted. Similarly, architectural building concepts that promote an overly themed approach are also prohibited.
- Buildings shall have a clear architectural relationship with one another, employing common building materials or architectonic elements, while creating visual diversity and interest. (See end of chapter for building materials and treatment standards).
- Buildings shall be designed with "four-sided" architecture that emphasizes the volumetric features of the structure. Exceptions will be made for portions of the building that are not publicly visible.
- Rooftop equipment including photovoltaic and solar water heating systems shall not be visible from public streets.
- Buildings shall be designed to be flexible to accommodate resource efficient change over time and permit reuse by other tenants. Highly specialized buildings suitable for only one user are discouraged.
- Buildings shall be appropriately scaled in response to the public spaces that they are defining.
- Building entries shall be carefully placed in conjunction with an overall pedestrian and bicycle circulation plan. Where buildings have front edges on both a parking lot and a public street, entries must be provided on both frontages. Street front entries must be operable to provide access to the business throughout the business day. Buildings should employ awnings, canopies and/or arcades to provide pedestrians with shelter from the sun and the elements.
- Retail buildings shall be designed with transparent storefronts and display windows to create visual interest; blank internalized "boxes" are not permitted.
- Truck docks and loading areas must be located within buildings, away from pedestrian areas, or architecturally screened from predominant public view with walls and landscaping for visual screening and noise reduction.

4.2 DELL CHILDREN'S CAMPUS

The 32-acre campus of the Dell Children's Medical Center of Central Texas (the Children's Hospital) is defined by Mueller Boulevard on the east, Barbara Jordan Boulevard on the north, Lancaster Drive on the west and Philomena Street on the south. The campus, the first phase of which was completed in 2007, is part of the Seton Healthcare Family, serving the surrounding 46-county region, and bringing together a full spectrum of pediatric medical specialties essential to caring for the needs of critically ill or injured children. The facility is an important anchor in the Mueller community, providing a prestigious destination of regional significance, a broad range of employment opportunities, and a population of potential residents who will be able to walk or bike to work. The campus will help to energize the Town Center District as well as the mixed-use regional retail center, both of which are positioned on adjacent sites.

The build-out of the Children's Hospital is expected to occur over many years. The campus currently includes the principal hospital facility, the district power heating and cooling plant, the Ronald McDonald House and the Strictly Pediatrics medical office building. Subsequent phases of development will replace parking lots with garages and include additional office, educational and research facilities. An overall architectural master plan for the campus, describing the site plan and landscape approach, as well as the location, massing and architectural character of individual buildings, was approved by the NCC in 2005. Buildings within the campus must comply with the following design guidelines:

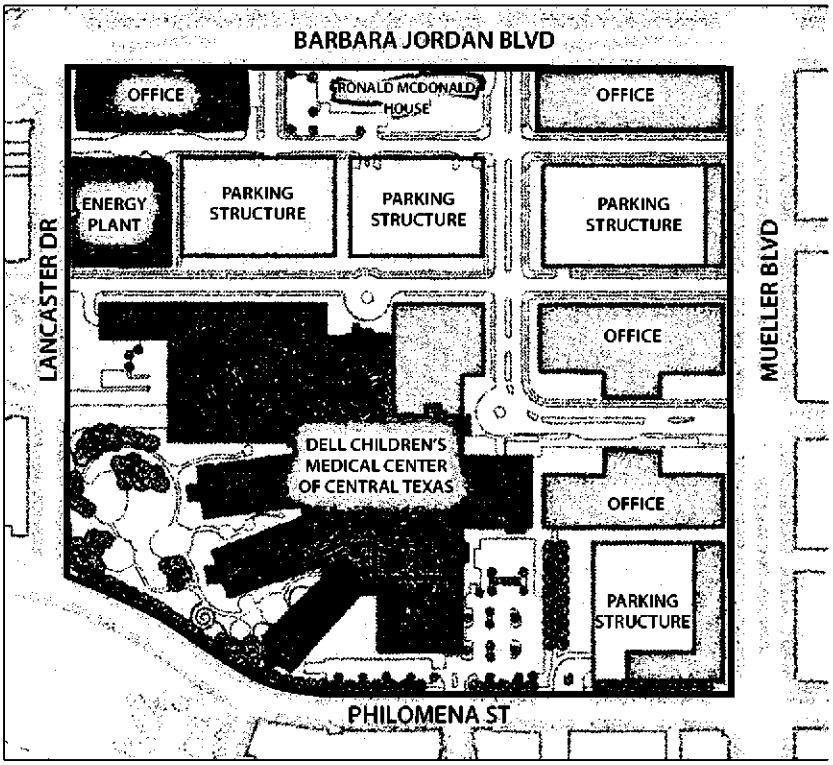


The Site Plan: While meeting operational requirements for access and parking, the site plan for the Children's Hospital shall also complement and extend the surrounding town fabric of the Mueller community. More specifically:

- Streets or driveways must be extended into the campus to promote connectivity with adjacent residential and commercial districts. Along each perimeter street of the complex (i.e., Mueller Boulevard, Philomena Street, Lancaster Drive, Barbara Jordan Boulevard), there must be at least one street extension into the Children's Hospital.

- Street extensions and driveways shall include sidewalks to provide convenient pedestrian access to all public entries. Particular emphasis shall be placed on pedestrian linkages between public entries and transit stops, the Town Center District, residential neighborhoods, and the adjacent regional mixed-use retail center.

- Walkways shall be well-lit while not contributing to light pollution and include generous tree cover and/or shading devices (e.g., trellises, awnings, arcades, etc.) that provide relief from the hot summer sun.



Dell Children's Campus Illustrative Plan

EXISTING (2017)
POTENTIAL FUTURE

- With the exception of street lighting, which will be the responsibility of the City of Austin, the improvement of perimeter street frontages will be the responsibility of the Children's Hospital (i.e., Seton).

- A continuous hike and bike path of 10 feet in width will be provided along the northern edge of Philomena Street (see Appendix D: Street Sections) to extend the community system of recreational trails.

- A contiguous open space of at least two acres will be provided on the southwest corner of the campus at the intersection of Lancaster Drive and Philomena Street. This space known as the "Healing Garden" will be for the use of hospital patrons but visible to the public, accessible on special occasions, and designed to visually extend the adjacent greenway system.

- Buildings and their primary entries shall be oriented toward the perimeter backbone streets to provide activity along the streets and a complementary and positive edge to the adjacent community (see Building Setbacks and Street Frontage Relationships below). As the campus expands, surface parking lots along the perimeter streets shall be replaced with buildings that have a strong orientation to the streets with public entries and fenestration.



The Children's Hospital includes a 120-foot tower at the main building entry to create a strong community landmark. The building has achieved a LEED Platinum designation from USGBC.

- Parking garages shall be located in the interior of the site to the maximum extent practicable.

- Service and loading areas will be screened from predominant public view through architectural and landscaping treatments.

Building Height and Massing: The predominant height of non-hospital buildings within the Children's Hospital will be three to six stories or up to 75 feet in height. A tower element of approximately 120 feet in height at the main hospital building entry promotes a sense of place within the campus and the larger community.

Building Setbacks and Street Frontage Relationships: Buildings within the Children's Hospital campus will be designed to reinforce the spatial definition of streets and parkland frontages in a way that enhances the visual legibility and cohesiveness of the Mueller community. More specifically:

- *The Barbara Jordan and Mueller Boulevard Edges:* Buildings along these





The Healing Garden at Dell Children's Medical Center of Central Texas

key streets will be built to within 10 feet of the property line. Front yard landscaping in conjunction with sidewalk extensions and building entries will be combined to create an interesting and varied streetscape. In the final phase of implementation, at least 50 percent of the frontage along these streets shall be lined with buildings, with their primary or secondary public entries oriented to the fronting sidewalks. Entries along public streets shall be open throughout the business day. Within 400 feet of the Philomena Street/Mueller Boulevard intersection, building frontages along Mueller Boulevard should, to the maximum extent practicable, include active ground-level uses (e.g., retail, financial, personal or customer-oriented services, etc.) to activate this key corner adjacent to the Town Center District (see Ground Level Uses diagram on p. 75). Two driveway access points at intervals of no less than 200 feet (centerline to centerline) will be permitted along Barbara Jordan Boulevard between Mueller Boulevard and Lancaster Drive. Four driveway access points at intervals of no less than 175 feet will be permitted along Mueller Boulevard between Barbara Jordan Boulevard and Philomena Street.

- *The Lancaster Edge:* Campus buildings along Lancaster Drive will either be built to within 10 feet of the property line with entries oriented to the street to create a complementary urban edge with the mixed-use regional retail district, or be set back by at least 25 feet to create a landscaped edge that extends the park-like character of the Healing Garden. Three driveway access points will be permitted along Lancaster Drive at intervals of no less than 175 feet.

- *The Philomena Edge:* With the exception of buildings within 400 feet of Mueller Boulevard, development along Philomena Street will be designed to step back from the street by a minimum of 25 feet with a landscaped treatment that extends the parkway character of the corridor. Within 400 feet of Mueller Boulevard, buildings will be built to within 10 feet of the property line to

help to activate this important intersection near the Town Center District. Building entries and active ground-level uses (e.g., retail, financial, personal or customer-oriented services, etc.) will be concentrated at this key corner. Up to two driveway curb cuts at intervals of approximately 200 feet or greater will be permitted along the Philomena frontage.

Architectural Approach and Treatment of Buildings: A coordinated architectural design concept shall be developed for all of the buildings within the Children's Hospital campus. More specifically:

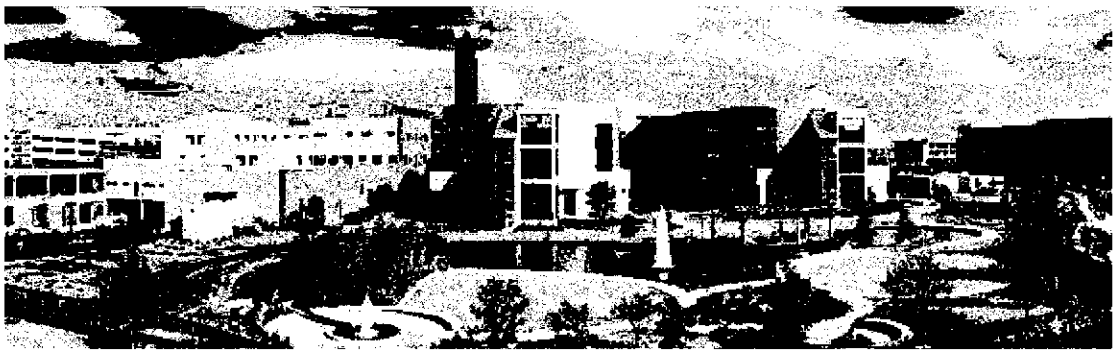
- Buildings within the campus shall have an architectural relationship with one another, employing common or similar building materials or architectonic elements, while creating visual diversity and interest. (See end of chapter for building materials and treatment standards).

- Building entries shall have strong architectural expression to promote a sense of orientation for visitors to the complex. Entries shall be situated along key streets and pedestrian ways where there is clear visibility and accessibility for pedestrians as well as motorists.

- Building activities throughout the campus (e.g., entry lobbies and reception areas, supporting retail uses, public-oriented offices, etc.) shall be oriented to perimeter streets and to interior pedestrian ways to the maximum extent practicable. Entries along streets shall be accessible during business hours.

- Structured parking garages must be designed as an integral part of the architectural vocabulary of the campus, and to the extent practicable, be encapsulated within a building complex. Parking access shall be organized in a way that minimizes conflicts or disruption of the pedestrian environment.

The Healing Garden is designed to visually extend the adjacent greenway system.



- The district heating/cooling/power plant located near the intersection of Barbara Jordan Boulevard and Lancaster Drive is designed as a distinctive visual landmark appropriate to this gateway location.

- Building materials shall be durable, sustainable and of a high quality, with sufficient variation to create visual interest and diversity, and to reduce the scale of large building masses. A coordinated palette of stone, pre-cast concrete, stucco and metal is recommended. (See requirements for all employment center buildings at the end of Chapter Four).

- Where buildings are adjacent to pedestrian ways, awnings, canopies and/or arcades should be employed to provide shelter from the sun and the elements.

- Truck docks and loading areas must be located within buildings, away from pedestrian areas, and architecturally treated with walls and landscaping to reduce sound and to screen views.

The Children's Hospital is an important anchor in the Mueller Community.





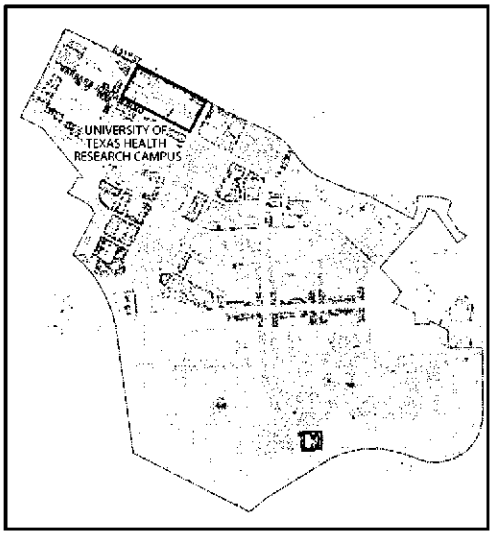


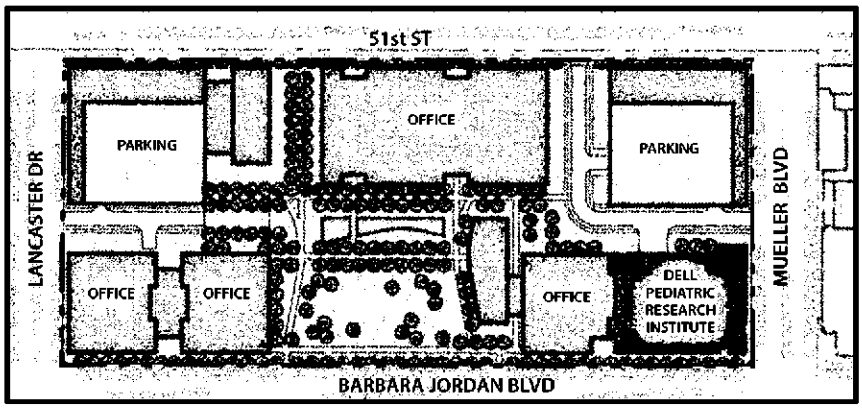
4.3 UNIVERSITY OF TEXAS HEALTH RESEARCH CAMPUS

The 16-acre block immediately north of the Children's Hospital campus was leased in 2006 to the University of Texas for academic and health research facilities. An Architectural Master Plan was approved by the NCC in 2006, and on the basis of that plan, the first building, the Dell Pediatric Research Institute (DPRI) was completed in 2009. The block is programmed with a mixture of academic, research, clinical and office uses that offer a synergistic relationship to the hospital across the street. A small food-service concession is also programmed on the property. The Master Plan envisions a cohesive grouping of buildings and open spaces that are coordinated with and connected to the surrounding community. Any amendments to the architectural master plan must be reviewed and approved by the NCC. Building projects and any such amendments to the Master Plan must comply with the following design guidelines:

The Site Plan: The site plan for the University of Texas Health Research Campus will complement and extend the surrounding town fabric of the Mueller community. More specifically:

- Streets may be extended into the campus to promote connectivity with the adjacent hospital complex, and with the East 51st Street frontage. Two street extensions may be provided across Barbara Jordan Boulevard to the Children's Hospital campus, and at least one street access shall be provided along East 51st Street. One street extension is permitted along Lancaster Drive, and one from Mueller Boulevard between East 51st Street and Barbara Jordan Boulevard.
- Street extensions and driveways will include sidewalks to provide convenient pedestrian access to all public entries. Particular emphasis will be placed on pedestrian linkages between public entries and existing and planned transit stops.





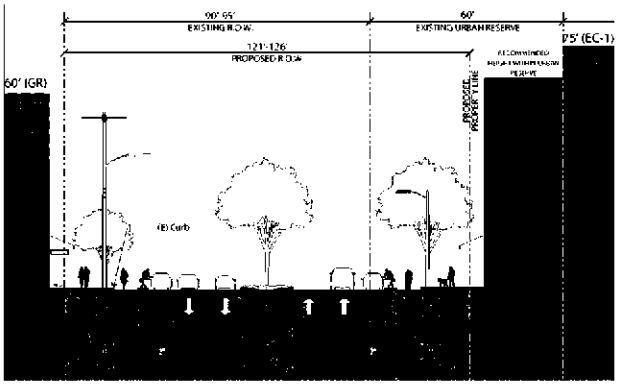
University of Texas Health Research Campus Illustrative Concept

EXISTING (2017)
POTENTIAL FUTURE

- To the extent practicable, driveway curb cuts leading to garages or service areas should be from the internal streets rather than the perimeter streets.
- Walkways will be well-lit and include generous tree cover and/or shading devices (e.g., trellises, awnings, arcades, etc.) that provide relief from the hot summer sun.
- The improvement of perimeter street frontages will be the responsibility of the block's developer.
- A contiguous open space or quadrangle of at least one acre in area will be provided by the block's developer as a focal point and gathering place within the building complex.
- Buildings and their primary entries will also be oriented toward the perimeter backbone streets to provide activity along the streets and a complementary and positive edge to the adjacent community. As the research campus expands, surface parking lots along the perimeter streets will be replaced with buildings that have a strong orientation to the streets with public entries and fenestration.

Building Height and Massing: Buildings and parking structures within the University of Texas Health Research Campus will be three to four stories or up to 65 feet in height. Additional height up to 75 feet is permitted subject to NCC findings that the additional height will not adversely impact adjacent residential or commercial districts or public spaces, and that no portion of the building is higher than 65 feet within 60 feet of the existing property line along 51st Street, consistent with Appendix G: East 51st Street Vision Plan.

Building Setbacks and Street Frontage Relationships: Buildings within the University of Texas Health Research Campus will be designed to reinforce the spatial definition of the perimeter streets and the central campus quadrangle. As such, buildings along all perimeter streets (i.e., Barbara Jordan Boulevard, Lancaster Drive, Mueller Boulevard) will be built to within 10 feet of the property line. Building entries will be located along the public street frontage and operable throughout the business day. Along East 51st Street, setbacks shall be within 10 feet of the revised property line as set forth in Appendix G: East 51st Street Vision Plan. At build-out of the campus, at least 75 percent of the frontage along each of the north, east and west perimeter block faces shall be lined with buildings, with their primary or secondary public entries oriented to the fronting sidewalks. The frontages of new development along 51st Street and within 75 feet of the intersections of Lancaster Drive and Mueller Boulevard shall include active ground level commercial uses with their primary pedestrian entries oriented to the street, consistent with the East 51st Street Vision Plan (see Ground Level Uses diagram on p. 75).

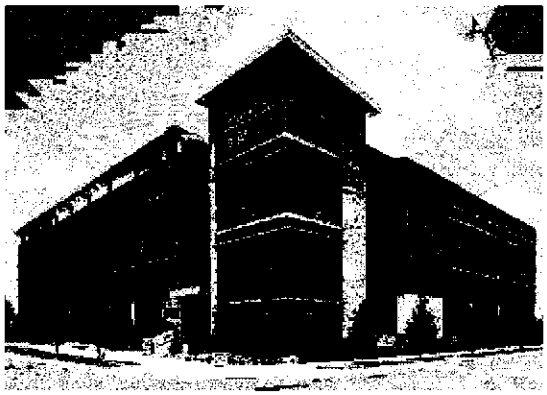


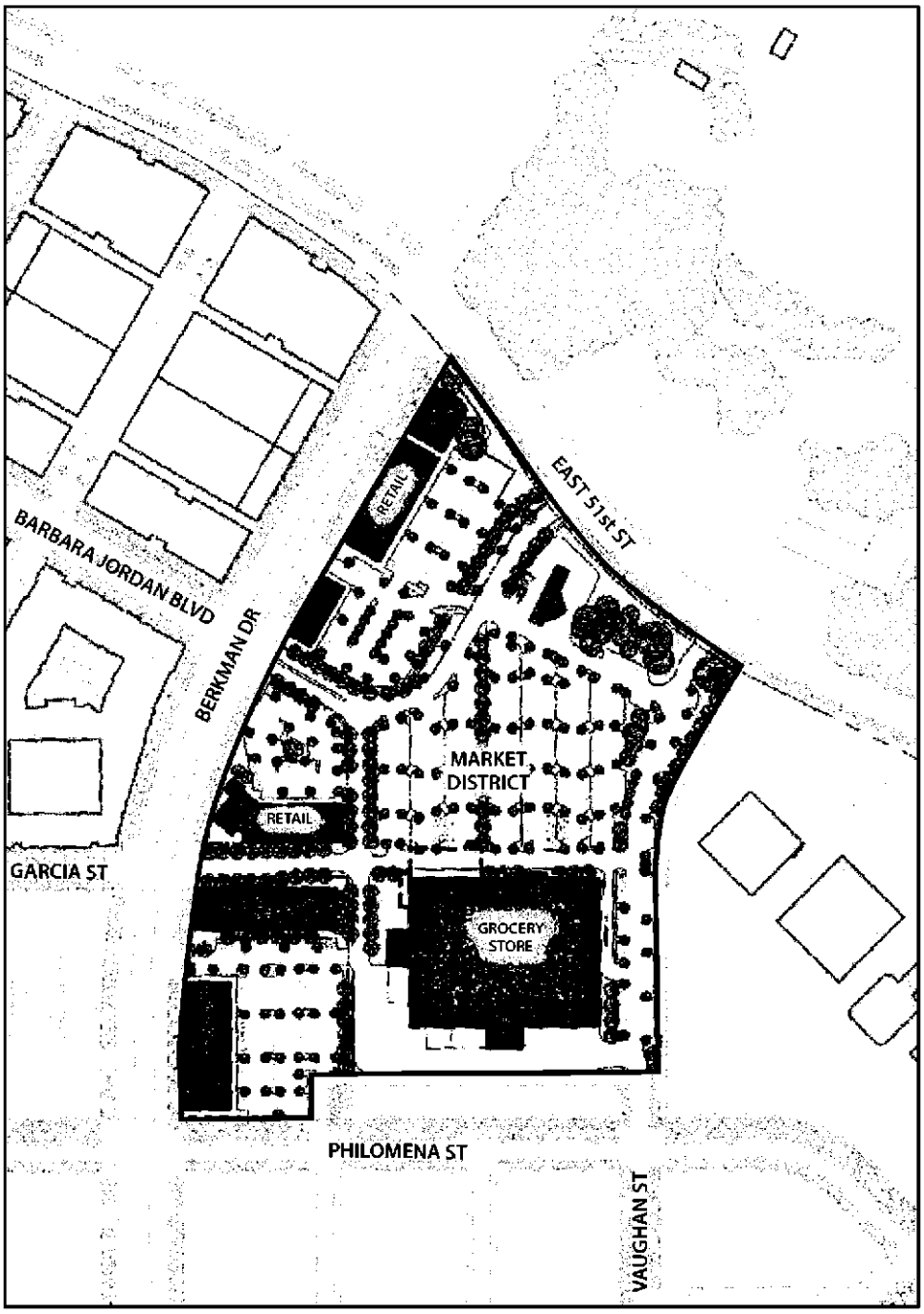
East 51st Street Section: Looking West between Lancaster Drive and Berkman Drive

Architectural Approach and Treatment of Buildings: A coordinated architectural design concept shall be developed for all of the buildings within the University of Texas Health Research Campus. More specifically:

- Buildings within the campus shall have a clear architectural relationship with one another, employing common building materials or architectonic elements, while creating visual diversity and interest. (See end of chapter for building materials and treatment standards.)
- Building entries shall have strong architectural expression to promote a sense of orientation for visitors to the complex. Entries shall be situated along key pedestrian routes and adjacent to the central quadrangle or other public open spaces.
- Building activities throughout the campus (e.g., entry lobbies and reception areas, supporting retail uses, public-oriented offices, etc.) shall be oriented to perimeter streets and to interior pedestrian ways and open spaces to the maximum extent practicable.

The Dell Pediatric Research Institute is the first of several buildings planned for the Health Research Campus.





The Market District

4.4 THE MARKET DISTRICT

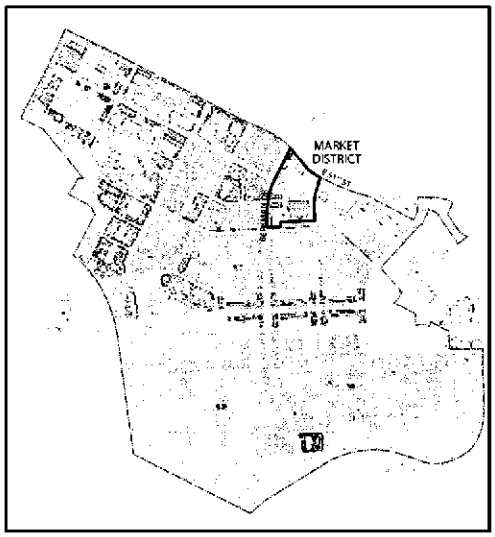
The Market District, located in the Northeast Quadrant, is a 16-acre complex of neighborhood-serving retail and restaurant uses anchored by a major grocery store. The district provides a use and scale transition between the mixed-use buildings of the Town Center North on the west, and the production complex of the Austin Studios campus on the east. Immediately south of the Market District is Neighborhood Four (NH4), with its finer-grained pattern of yard and row houses. The intent of the Market District is to provide for a full-service grocery store that can offer residents of Mueller and surrounding neighborhoods high quality produce and staples.

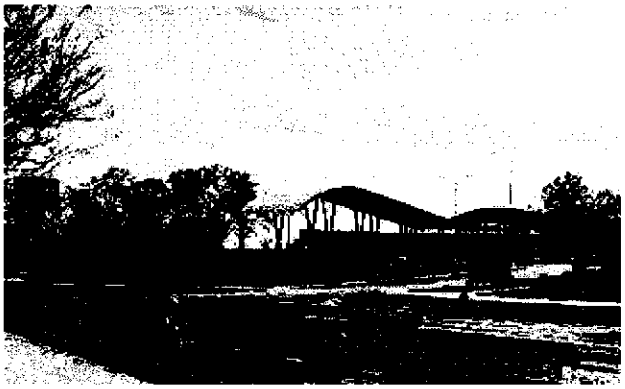
An Architectural Master Plan of the Market District was submitted to the NCC for review and was approved in 2012, prior to the approval of individual building projects. The Architectural Master Plan and any future amendments must comply with the following guidelines:

The Site Plan: The Market District is designed to extend the pedestrian-scaled pattern of Mueller, with a mix of retail, restaurant and neighborhood-serving uses organized to promote convenient access by pedestrians, cyclists and people arriving by car. To this end:

- On-site driveways extend the pattern of public streets from the adjacent neighborhoods, including Barbara Jordan Boulevard and Garcia Street from the west and Vaughan Street from the south. Driveways are laid out to provide direct circulation through the Market District between the perimeter streets, and designed so as not to preclude their possible future development as public streets. Utilities are confined to on-site driveways to allow parking fields to be redeveloped in the future.

- Driveways are designed with a continuous sidewalk, no less than 5'-0" in width along both sides of the roadway, with a continuous line of street trees at approximately 25 feet on center to provide shade.





View of the 51st Street frontage at the fuel station.

- On-site driveways are designed to provide direct service access to the loading areas of the grocery store from Barbara Jordan Boulevard and East 51st Street, avoiding any incursion of trucks into adjacent neighborhoods south of Philomena Street.

- Garcia Street, east of Berkman Drive, is designed as a pedestrian-scaled street with fronting buildings that can provide neighborhood-serving commercial retail and restaurant uses and that provide a comfortable and active connection between Berkman Drive and the grocery store. Buildings along Garcia Street shall have their primary or secondary entries oriented to the street, and shall be operational throughout the business day. Generous sidewalks no less than 15 feet in width (i.e. from building to face of curb and including the street tree and furnishing zone) shall be provided along both sides of the street. Plaza areas suitable for small gatherings may also be incorporated as practical.

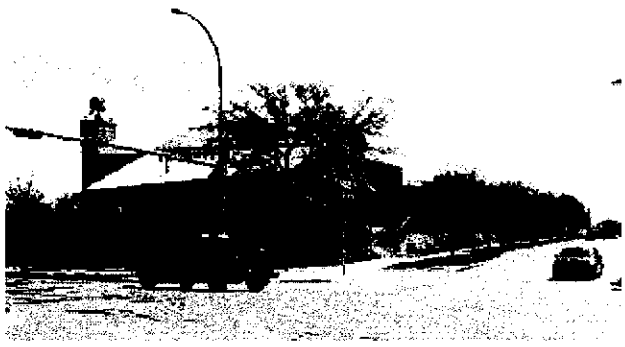
- The placement of the grocery store and its parking lot are internalized within the block to the maximum extent practicable, with Berkman Drive and Philomena Street lined with uses that activate the pedestrian realm and provide a visual screen to parking lots and service areas (See the Berkman Drive and Philomena Street Edges below).

- The service and loading areas of the grocery store are screened from public view from adjacent streets and alleys with a masonry wall of at least 8'-0" in height, with a landscape strip of at least 1'-6" in width. The design of the wall and landscape are viewed as a complimentary composition incorporating existing vegetation into the design.

- Parking fields are designed with an even distribution of street trees to provide shade. At least one tree of at least three inches in caliper is provided for each four parking spaces. The grocery store parking fields are designed with an internal north-south walkway that provides a direct pedestrian connection between East 51st Street and the principal grocery entrance.

- The fuel station in the Market District gains access from the internal driveway system, and not from existing perimeter streets. It is sized to allow only eight vehicles to be fueled at one time, and includes generous landscaping and other architectural elements to reduce its visual dominance from adjacent streets.

- Existing trees along East 51st Street have been preserved and incorporated into the site design to the maximum extent practicable.



The intersection of Berkman Drive and East 51st Street is an important gateway to Mueller.

- The intersection of Berkman Drive and East 51st Street is designed as an important visual gateway into the community and the Market District, with particular attention paid to features that make it welcoming to pedestrians and cyclists. Such features include: an improved pedestrian crossing at Berkman Drive to the Windsor Park neighborhood and Bartholomew Park; an active restaurant use with an outdoor terrace that can also serve as a community gathering space; and generous landscaping that provides greenery, color and shade.

Building Height and Massing: The grocery store anchor is permitted to a maximum height of 75 feet. Other Market District buildings shall be no higher than four floors or 60 feet in height. The NCC may permit buildings in excess of this height up to 75 feet.

Building Setbacks and Street Frontage Relationships: Buildings will be sited and designed to reinforce the spatial definition of streets in a way that enhances the legibility and cohesiveness of the community. More specifically:

- *The Berkman Drive Edge:* Berkman Drive is envisioned as an important transit, bicycle and pedestrian spine within the Mueller community. As such, development is oriented to the street with frequent entries and with uses that help to activate the corridor. Multi-story buildings are encouraged along this frontage. Buildings are constructed within 5'-0" of the property line to promote ground level, street-oriented activity. Where a grade change exists between the finished ground floor elevation of the building and the sidewalk, an intermediate terraced walkway is constructed within the public right-of-way or within a

setback area approved by the NCC to provide an accessible path of travel. Planters and landscaping in conjunction with setbacks, terraced walkways and building entries are combined to create an interesting and varied streetscape. In the final phase of implementation, at least 50 percent of the frontage along Berkman Drive shall be lined with buildings, with their primary or secondary public entries oriented to the fronting sidewalks. Entries shall be open to the public throughout the business day. Curb cuts and driveways are located at the Barbara Jordan Boulevard and Garcia Street intersections with Berkman Drive. Two additional curb cuts with driveways are permitted from Berkman Drive: one between the extension of Garcia Street and Philomena Street, and another between East 51st Street and the extension of Barbara Jordan Boulevard.

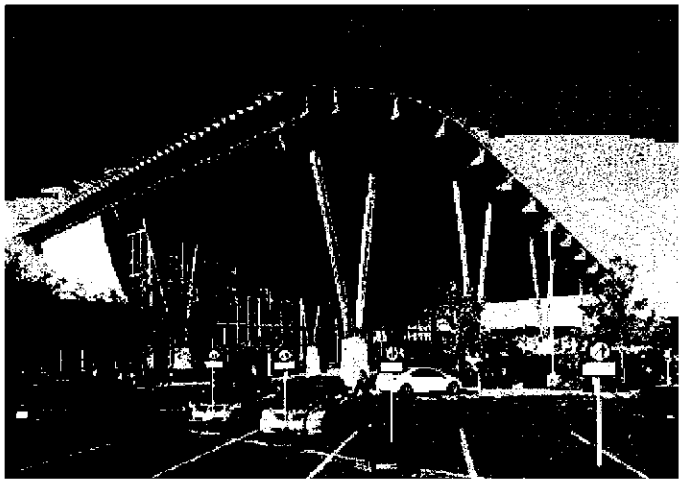
- *The East 51st Street/Berkman Intersection:* East 51st Street is an important east-west connecting street that forms the northern edge of the Mueller community and the southern edge of the Windsor Park neighborhood. The Berkman Drive intersection is the key vehicular and pedestrian gateway between the two neighborhoods. As such, Market District buildings within 450 feet of the Berkman Drive intersection are designed to reinforce the area as a welcoming and engaging gateway with active pedestrian-oriented uses. Buildings are oriented to the street with an accessible terrace, suitable for outdoor seating and/or dining. Existing trees within the area have been preserved to the maximum extent practicable, and new landscaping incorporated to provide generous shade.

Landscaped terraces along Berkman Drive create a varied and active streetscape.

- *The East 51st Street Edge:* East of the Berkman Drive intersection, the street has a parkway character, with Bartholomew Park along its north side and mature trees and significant setbacks along the southern side. New development within the Market District shall maintain this character by setting buildings or structures back from the street by at least 40 feet. Existing trees within the area have been preserved and new landscaping incorporated to extend the park-like character of the area and to provide shade to the ten-foot wide trail along the street. Parking lots and service areas are set back from the property line by at least 10 feet, and include generous landscaping and screening. Two curb cuts and driveways are permitted along East 51st Street, one at the easternmost edge of the Market District as an extension of Vaughan



Street, and another located east of the Berkman Drive/East 51st Street intersection, providing access to the grocery store and fuel station.



The HEB grocery store is the anchor of the Market District. The building has achieved a LEED Gold designation from USGBC.

- *The Philomena Street Edge:* Philomena Street shall be lined with residential and/or neighborhood-serving buildings that provide a transition from the Market District to Neighborhood Four, and that visually and acoustically screen the grocery store's service and parking areas. Between Kocurek and Vaughan Streets, alley-served row house lots shall provide this transition, with a masonry wall of 8'-0" in height and at least 1'-6" of landscaping along the alley. Row houses shall comply with the guidelines set forth in Chapter Two.

- *The Austin Studios Edge:* The Market District's eastern edge is coincident with the Austin Studios campus, leased from the City of Austin. Within the Market District, this edge is designed as an extension of Vaughan Street, allowing vehicular, pedestrian and bicycle access between Neighborhood Four and East 51st Street. This connection has been designed to be an integral part of the grocery store parking lot, with a continuous walkway, landscaping, ground cover and trees along the property line with the Studios. A continuous wall of masonry is provided along the Austin Studios property line, and designed in conjunction with the landscaped edge. No curb cuts or driveways are permitted along the Austin Studios edge, but a pedestrian connection is provided.

Architectural Approach and Treatment of Buildings: A coordinated architectural design concept has been developed for all of the buildings within the Market District, to meet the following principles:

- Buildings shall be designed to spatially define and activate streets and public spaces.

- Buildings shall have a clear architectural relationship with one another, employing common building materials or architectonic elements, while creating visual diversity and interest. (See end of chapter for building materials and treatment standards).

- Architectural building concepts that promote an overly themed approach are not permitted.

- Buildings shall be designed with "four-sided" architecture that emphasizes the volumetric features of the structure. Exceptions may be made for portions of the building that are not publicly visible (e.g., portions of the grocery store).

- As the largest building and anchor use within the District, the grocery store shall be designed as a landmark building with a distinctive profile, high quality materials and architectural elements that are visible from key vista points in the community (e.g., Barbara Jordan Boulevard, East 51st Street, Berkman Drive, Garcia Street). Generous canopies or roof overhangs that provide shade and weather protection shall be an integral part of the design composition.

- The grocery store and other buildings should be designed to be flexible to accommodate resource efficient change over time and permit reuse by other tenants. Highly specialized buildings suitable for only one user are discouraged.

- Building entries shall be carefully placed in conjunction with an overall pedestrian and bicycle circulation plan. Public entries, open throughout the business day, shall be located along all public streets and walkways. Buildings should employ awnings, canopies and/or arcades to provide pedestrians with shelter from the sun and the elements.

The driveways of the Market District are designed as pedestrian-friendly retail streets.



- Retail buildings along Berkman Drive shall be designed with transparent storefronts and display windows to create visual interest; blank internalized "boxes" are not permitted.

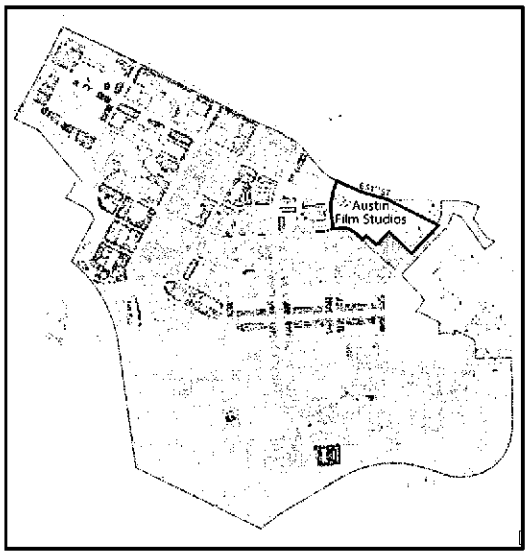
- Truck docks and loading areas must be located away from pedestrian areas or architecturally screened from predominant public view with walls and landscaping.

4.5 AUSTIN STUDIOS CAMPUS

Since 2001, the Austin Film Society has been operating a film production facility in several former general aviation buildings on the airport site along East 51st Street. This non-profit operation has been responsible for the production of several major motion pictures and television features that have helped to reinforce Austin as an important filmmaking center in North America. Austin Studios has also been effective in promoting local and East Austin employment on film projects.

The plan for Mueller calls for the Austin Studios production facility to remain and expand within a 20-acre campus in the Northeast Quadrant of the new community. It is important, however, that the development of the Austin Studios campus be implemented in a way that assures compatibility with adjacent commercial and residential neighborhoods, while meeting its own operational and functional requirements. To this end, an architectural master plan must be prepared for the 20-acre campus and reviewed and approved by the NCC. The architectural master plan must comply with the following guidelines:

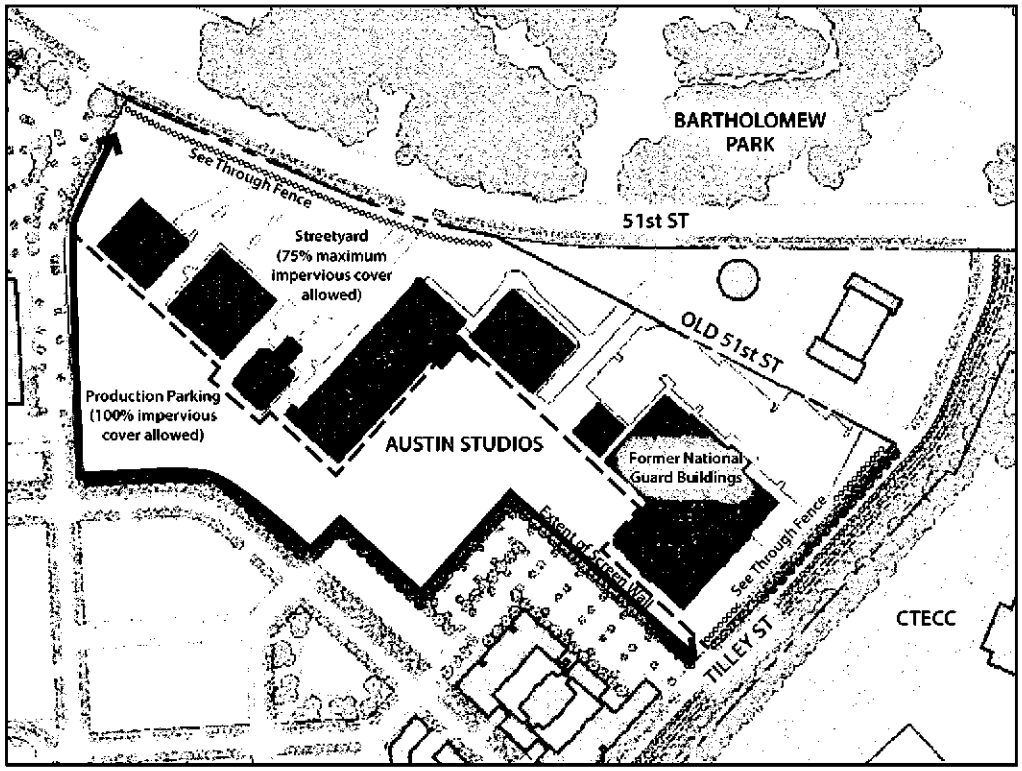
- Land uses within the campus will be limited to film production and support uses, consistent with AFS' lease with the City of Austin.
- The campus may be developed up to the maximum development per current zoning, provided that development complies with and is subject to the Traffic Impact Analysis (TIA) for Mueller, utility capacity and other regulating documents.
- The maximum height of buildings within Austin Studios campus will not exceed 65 feet unless the NCC makes a finding that additional height up to 75' is compatible with adjacent neighborhoods and the overall



character of the community. New buildings shall be set back from the Austin Film Society lease boundary edge by a minimum of 25 feet, if and where a proposed building height exceeds 40 feet.

East 51st Street Edge: Development along the East 51st Street frontage will be set back from the property line by at least 50 feet to provide for landscaping that extends the open space character of Bartholomew Park, and offers visual screening and drainage opportunities. Sidewalks that provide safe pedestrian access along the street and between bus stops and the studios shall be provided.

Tilley Street Edge: Development along Tilley Street including and surrounding the former National Guard Armory shall be oriented to the street with use and activities that create a distinctive front and identity for the studios.

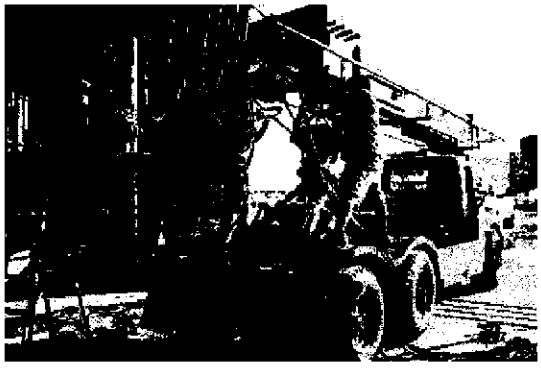


Austin Film Society Lease Area

Boundary line subject to change

0 150 300 Feet

Parking Service and Drives: Temporary production parking and staging areas not visible from the East 51st Street edge, (including the paved areas currently located to the south of the existing Austin Studios stages and former National Guard Buildings) are exempt from requirements related to tree per parking space ratios.



The plan for Mueller calls for the Austin Film Society and its production facility to remain and expand within a 20-acre campus in the Northeast Quadrant.

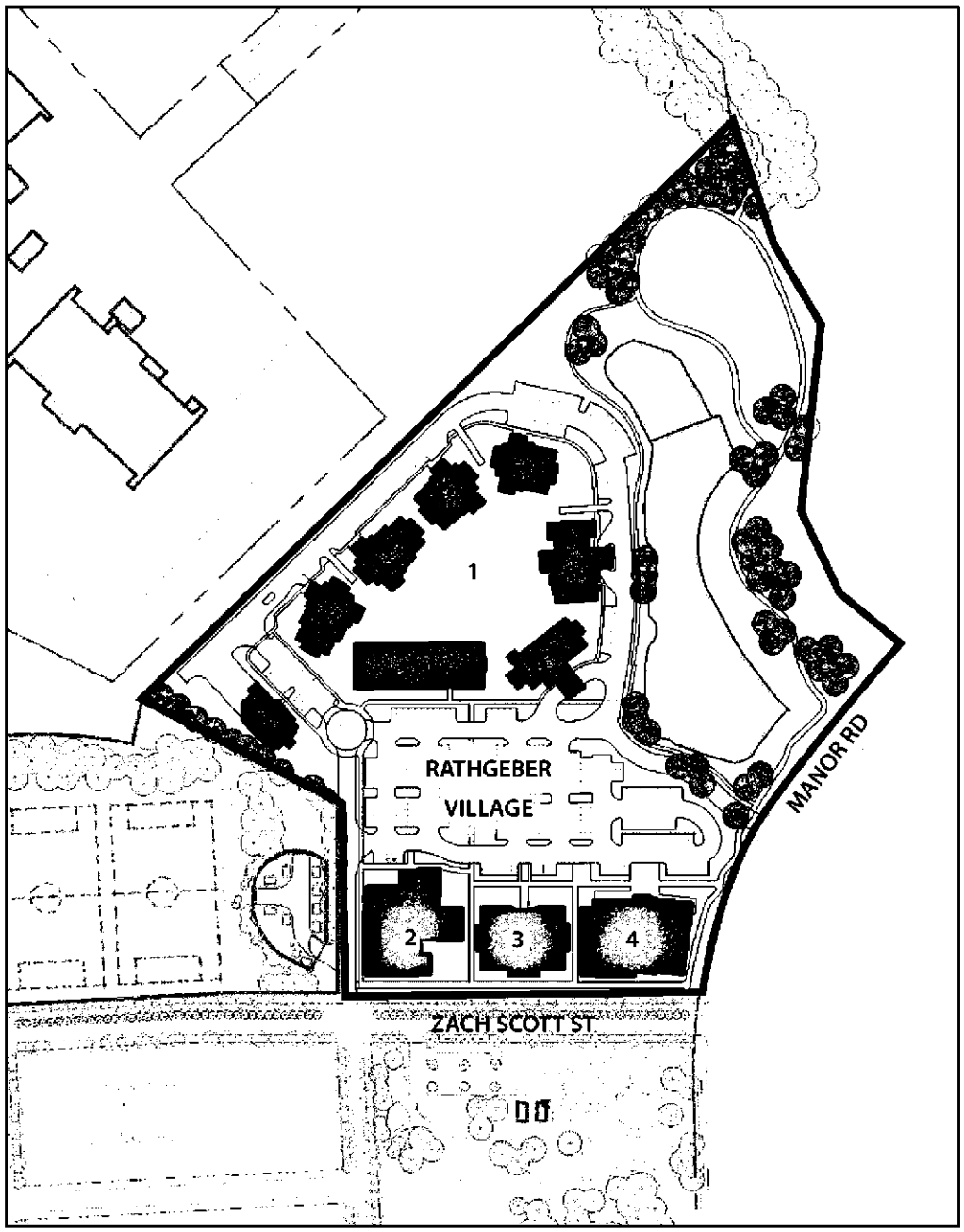
- Portable buildings, service areas, such as loading docks and dumpsters, as well as any new automobile parking areas, should be visually screened from East 51st Street and any of the adjacent streets within the Mueller community.

- Truck and vehicular access to the Austin Studios campus will be primarily from driveways connecting to East 51st Street or from Old 51st Street fronting the National Guard Site. Tilley Street may also be used as a secondary access and egress, with a maximum of two curb cuts to be offset 100 feet from or aligned exactly with any driveway/access for the Combined Transportation, Emergency and Communications Center (CTECC) or the public or private properties across the street. Driveway widths shall not exceed 24 feet in width.

- The maximum impervious coverage of the area north of the existing studio buildings shall not exceed 75 percent. Open space, swales planting beds, etc., should be distributed throughout this area to intercept and reduce runoff. Production parking with up to 100 percent impervious cover allowed, will be located south of the existing studio buildings.

- Along the western and southern boundaries of the Austin Film Society lease property, an eight-foot tall perimeter wall will be constructed, creating an attractive public appearance and providing security and visual privacy for Austin Studios. The wall shall be constructed of high quality materials, such as pre-cast concrete, brick or other masonry. Along the Studios' northern (East 51st Street) and eastern (Tilley Street) boundaries, a see-through fence will be constructed if required for security. The use of wrought iron tubular steel and other decorative high quality materials and treatments is recommended.

- Pedestrian and bicycle access between the Austin Studios campus and the hike and bike trail along Philomena or Tilley Streets should be provided at one or more points as practical from a security standpoint.



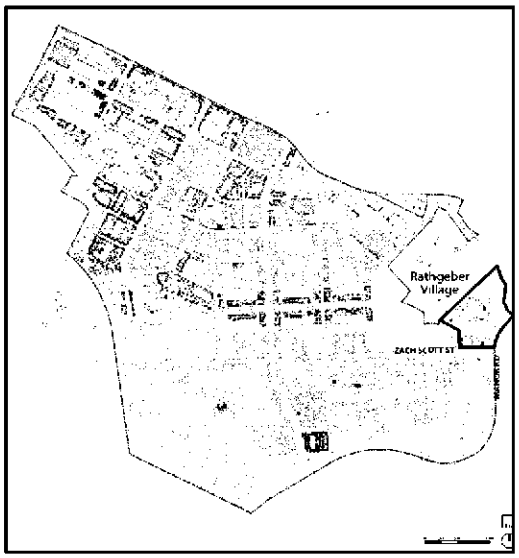
Rathgeber Village

1. AUSTIN CHILDREN'S SHELTER
2. THE RISE SCHOOL
3. BIG BROTHERS BIG SISTERS
4. SALVATION ARMY

4.6 RATHGEBER VILLAGE

East of the School and Recreation Area (described in Chapter 5.3) and fronting both Zach Scott Street and Manor Road is a 17-acre parcel where several non-profits are clustered in a campus-type development called Rathgeber Village, named for the philanthropist Dick Rathgeber who has donated the land and is spearheading the development. The Austin Children's Shelter, completed in 2009, is the first and largest component of this non-profit complex, built on 13 acres and set back from the streets to assure a secure environment for the children. Three development parcels along the frontage of Zach Scott Street are now home to three other non-profit users—The Rise School, Big Brothers Big Sisters and Salvation Army offices.

While not part of the Mueller redevelopment and located within the Windsor Park Planning Area, Rathgeber Village is designed to be complementary with, and an extension of the new community, exhibiting the same pedestrian and transit orientation, sustainable building design, lively streetscapes and strong system of landscaped open spaces and trails. To ensure compatibility with Mueller, the Rathgeber Village master plan and individual building projects will comply with the overall Mueller Design Book standards related to sustainability, landscape, parking, etc., as well as the site-specific guidelines set forth in this chapter. The Master Plan and individual building projects will undergo design review by the NCC, as if these were actually part of the Mueller property.



In 2007 the NCC approved the Architectural Master Plan for Rathgeber Village. Any amendments to the Master Plan and subsequent building designs will comply with the guidelines herein. These guidelines do not attempt to address building types or forms, as the various non-profit users will have distinct programmatic requirements that will likely require each of these building types and treatments to vary





Rathgeber Village incorporates common elements of Central Texas architecture, such as projecting eaves and pyramidal roof forms.

from one another. The NCC will, therefore, use its discretion in evaluating, on a case-by-case basis, how well the individual building designs complement Mueller and meet the spirit of the Mueller Design Book.

Urban Design Character: Buildings within Rathgeber Village should have clear architectural and spatial relationships with one another, employing a palette of common building materials and architectural elements, while creating visual diversity and interest.

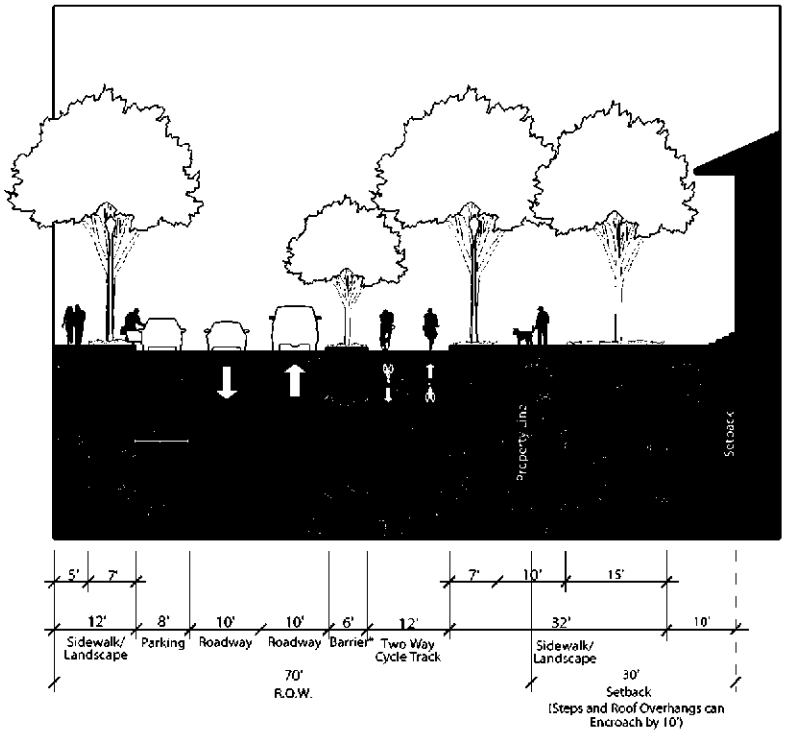
Building entries should have strong architectural expression to promote a sense of orientation for visitors to the campus. Entries should be situated along key pedestrian routes and should be adjacent to other public open spaces. Building activities throughout the campus (e.g., entry lobbies and reception areas, supporting retail uses, public-oriented offices) shall be oriented to perimeter streets and to interior pedestrian ways and open spaces to the maximum extent practicable. Parking lots and service areas shall be located at the rear of the property, screened from public view.

Parking and Drives: Parking lots shall be distributed to avoid large expanses of pavement on the campus and to be convenient. Curbside parking will typically be available along drives to reduce the need for large surface parking lots and to provide additional parking for the facilities. Surface parking shall comply with the landscape guidelines set forth in Chapter Six, and shall utilize the Mueller standard light fixture for parking lots. Driveway curb cuts leading to parking areas or service areas within the campus shall be from internal drives rather than from Zach Scott Street and Manor Road. Internal drives shall include continuous and accessible pedestrian ways throughout the site that are shaded and well-lighted. These pedestrian ways shall provide direct connections to proposed transit stops, as well as to Mueller sidewalks and trails.

Open Space Preservation: The Campus plan will protect natural areas of the property, particularly along Tannehill Branch Creek, and will engage campus users with nature through the use of trails, seating and other recreational amenities. A series of water quality ponds shall be designed as an integral extension of the natural setting to provide a pleasant focal point for trail and campus users.

Hike/Bike Trail: A hike and bike trail along the west shore of Tannehill Branch Creek shall be built within the campus property as the first segment of a future creek trail system that will, when completed by adjacent property owners, take users to the south side of the intersection of East 51st and Tilley streets, where they may safely cross the street to Bartholomew Park.

Streetscape Character: The Zach Scott Street frontage of Rathgeber Village will have the same street tree and lighting types and spacing as the Mueller segment of this street. However, a wider sidewalk parallel with the two-way cycle track along the north side of the street will provide a connection between the elementary school playfields and the Tannehill Branch hike and bike trail along Manor Road.



Zach Scott Street at Rathgeber Village Looking West

Building Setbacks and Street Frontage Relationships: Buildings within the Rathgeber Village campus will be designed to reinforce the spatial definition of the perimeter streets and the internal campus configuration. As such, buildings along Zach Scott Street shall be built 30 feet from the street-fronting property line to provide for the hike/bike trail described above and to promote ground-level, street-oriented activity. Front yard landscaping in conjunction with sidewalk extensions and building entries shall be combined to create an interesting and varied streetscape. At least 50 percent of the Zach Scott building frontages must be constructed on the street front setback line.

Building Height and Massing: The maximum height of buildings fronting Zach Scott is 40 feet, and although one-story buildings are permitted, these must have a minimum height of 25 feet.

Sustainability: All buildings within Rathgeber Village are required to achieve a LEED Certified rating or a "Two-Star" rating with the Austin Energy Green Building.

Architectural Character: Campus buildings should be designed in the spirit of regional and Central Texas architecture, in a traditional or contemporary idiom. Common elements of Central Texas architecture that are encouraged include: shade on wall surfaces through projecting eaves to minimize direct summer solar gain; simple volumetric building forms with flat, gabled, hipped and pyramidal roof shapes and the use of porches, loggias, arcades, courtyards and patios to mediate the seasonal climatic extremes and to provide outdoor space.

Roof Materials: Buildings shall be roofed with interlocking standing seam (or other) metal roofing in a natural galvanized finish for the principal roof and/or for ancillary roof areas (e.g., porches), compliant with the City of Austin Code. Composition shingles are not permitted.

Building Materials: A simple and harmonious application of materials is encouraged, in keeping with the form and style of the building. An excessive variety of materials is discouraged; material changes shall occur only when there is a change in volume and/or plane. Materials shall wrap around to the sides of the building to promote three-dimensional architecture.

NORTHWEST AND NORTHEAST QUADRANTS: SITE AND BUILDING MATERIALS AND TREATMENTS

The following guidelines are intended to promote a cohesive environment with complementary high quality buildings throughout the Northeast and Northwest Quadrants:

Treatment of Surface Parking: Rather than residual or leftovers spaces, surface parking lots shall be designed as spatially defined outdoor "rooms" that give structure and legibility to the district. Depending upon the program of uses, these could be arranged in a series of smaller spaces and/or several larger ones. The layout and design of surface parking areas must adhere to the following guidelines:



a. At least one tree must be planted for every four parking spaces, such that after 10 years a canopy of tree cover is created over at least 30 percent of the parking area. Temporary parking and staging areas (e.g., within the Austin Studios campus) are exempt from this requirement.



b. Vegetated islands, swales, ribbon curbs and pervious paving should be considered to the maximum extent practicable to reduce stormwater runoff impacts.

c. Parking lots shall provide designated pedestrian walkways of at least 5'-0" in width, at intervals of approximately 200 feet or less. These walkways shall have tree and/or architectural cover to mitigate the harsh summer sun.

d. Buildings should, to the extent practicable, provide perimeter activity and spatial definition to parking areas on at least three sides.

e. Lighting must conform to City of Austin standards and be designed to reinforce the spatial qualities of the area. Lighting must be fully shielded to avoid light pollution.

f. Light-colored concrete is the preferred paving material to reduce heat island effect. Paving should be shaded with structures or trees to avoid glare.

Treatment of Structured Parking Facilities: Structured parking garages, if necessary, shall be designed as an integral part of the architectural vocabulary, and to the extent practicable, be encapsulated within a building complex. Parking access shall be organized in a way that minimizes conflicts or disruption of the pedestrian environment. Rooftop equipment including photovoltaic and solar water heating systems shall not be visible from public streets.

Drive-Through: Drive-through facilities (i.e. beyond those constructed prior to 2017) are strongly discouraged unless otherwise approved by the NCC.

Sustainability: Development within the Employment Centers will exemplify the City's sustainability goals, creating an urban environment that has lasting value, addresses objectives for resource efficiency, and utilizes green building and integrated sustainable development practices. Preference should be given to materials and products that enhance building energy and water efficiency, and that are manufactured with raw materials that are non-toxic, low-emitting, renewable, recycled, recyclable, and/or regionally sourced and manufactured. (See guidelines for sustainability in Chapter Seven).



Building Materials: The architectural master plans for each subarea must provide samples and specifications of the materials to be used for all buildings within the mixed-use regional retail center. The palette of materials shall be of a high quality, low maintenance, durable and complementary with one another.

Material Changes: Material changes shall occur when there is a change in volume and/or plane. Materials shall wrap around to the sides of the building to promote three-dimensional design. Material change shall not occur on outside corners or along the same plane unless approved by the NCC.

Building Facades: Exposed piping and conduits are not permitted on building facades that are in the public view unless located at interior corners of buildings and reviewed by the NCC. Exposed piping located out of the public view shall be sleeved and painted to match the building.

Parapets: Parapets on flat-roofed commercial buildings shall extend the volumetric form of the building, and never appear as thin walls or "western fronts". When extending above the predominant building height, they shall return by at least 4'-0" ~~four feet~~ to create a solid volumetric form.



Solar Energy Systems: Photovoltaic and solar water heating systems are encouraged, subject to NCC or MC approval. Panels will be architecturally integrated into the roof and building form. Solar panels should have a flat profile, conform to the slope of the roof, and be placed so that the top edge of the collector is parallel to the roof ridge. Panels placed diagonally to the ridge or eave are strongly discouraged, and will only be permitted if they are not visible from any public street. No part of the installation may extend above the roofline. Collector frames, support brackets and any exposed piping must be painted to match or be compatible with the roofing material. Neutral colors are preferred for solar photovoltaic panels. Photovoltaic panels on flat roofed buildings should be integrated as an architectural feature of the building or screened from public view behind parapets. (See guidelines for solar ready design in Chapter Seven).

Rooftop Equipment: Rooftop mechanical equipment shall not be visible from public streets or public parks.

Windows: Windows are key determinants of building character, and require careful design and detailing. In keeping with the spirit of traditional regional architecture and to create the effect of solidity, windows shall be inset from the face of the building wall by at least one-and one-half inches.

Bike Parking: Bike parking will be provided in compliance with Appendix B: Commercial Landscape Design Guidelines. Bike parking shall be located near building entries, within garages, and along public streets. Tricycle parking should also be provided in convenient locations as dictated by the NCC.

Public Utility Easements: Absolutely no construction or encroachment of any kind is permitted in or over a public utility easement (e.g. roof overhangs, porches, stoops and low walls).

Signage Program: A coordinated signage program for each subarea within the Northeast and Northwest Quadrants must be prepared and submitted to the NCC for their review and approval. The signage program must conform to City of Austin standards, as well as the following guidelines:



a. A clear hierarchy of signage shall be established within each of the employment center subareas, ranging from larger monument or "tower" signage oriented to the freeway edge, to smaller monuments along Barbara Jordan Boulevard and East 51st Street, to signs that are in scale and proportion with the buildings on which they are mounted.

b. The signage program for the mixed-use regional retail center shall be visually subservient to the landscape, public art and other identity treatments that are established for Mueller along the I-35 frontage.

c. The one exception to Item b. may be a major architectural signage element (e.g., tower, wall, etc.) in conjunction with the I-35 identity treatment for Mueller, if, subject to NCC findings, it is designed as a high quality landmark feature. Smaller elements in a similar configuration may be appropriate along Barbara Jordan Boulevard and East 51st Street. Signage along Philomena Street shall be carefully scaled and located in consideration of the parkway edge and the adjacent Delwood II neighborhood.

d. Advertising, electronic or flashing signs are prohibited, unless approved by the NCC.

Notes: All development within the Market District and the Regional Retail Center must comply with the NCC approved Signage Master Plans which are included in Appendix F.



Recreational Open Space

1. PERIMETER GREENWAY AND PLAYFIELDS
2. LAKE PARK
3. SCHOOL AND RECREATIONAL AREA OR OTHER CIVIC USE
4. NEIGHBORHOOD PARKS
5. POCKET PARKS
6. TOWER PARK

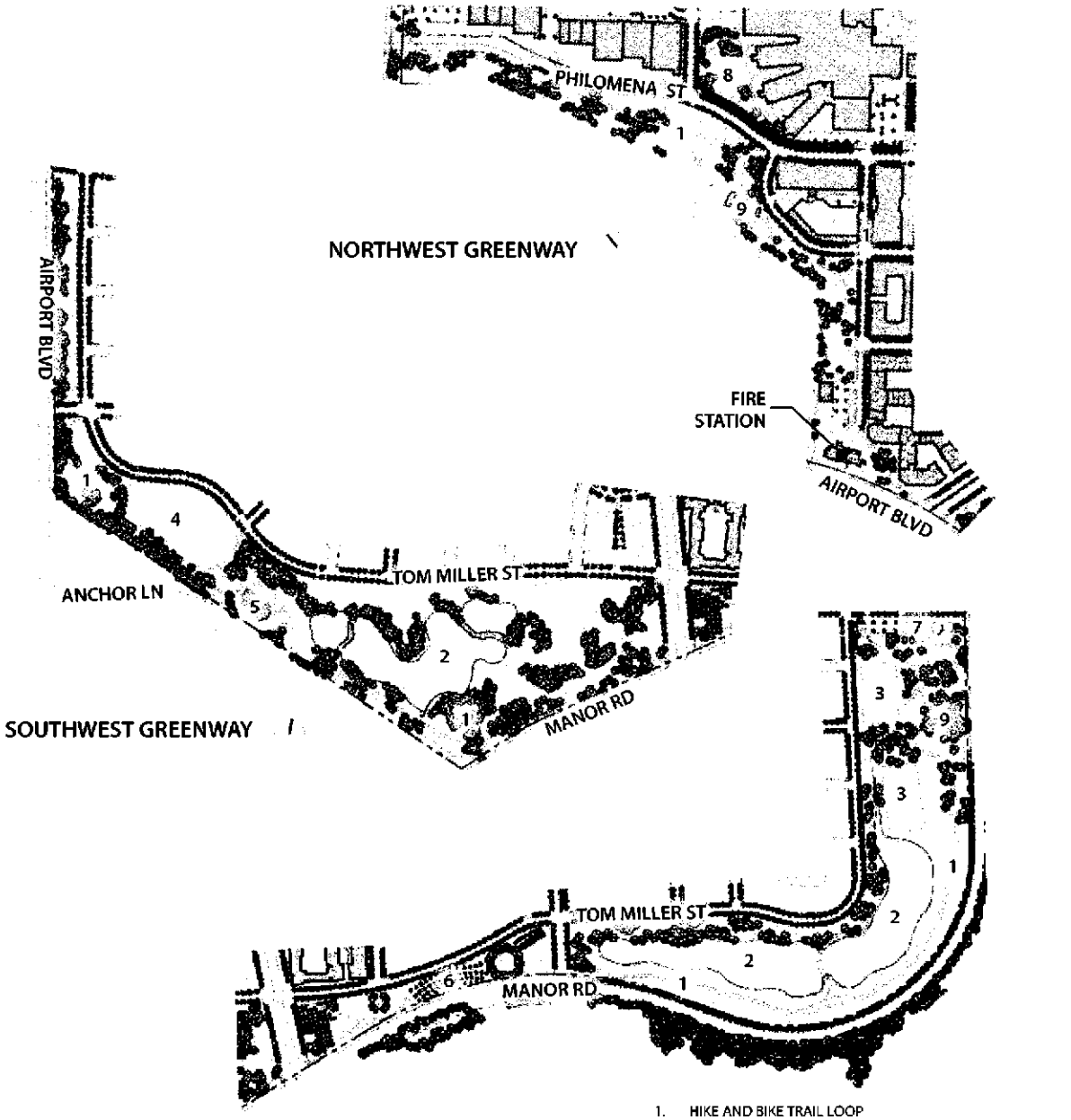
OPEN SPACE AND RECREATION

Approximately 140 acres of land is set aside for new parks and publicly accessible open spaces within the Mueller community. Significant progress has been made in implementing the open space system, since construction began in 2005. The parks and open spaces have been located to link to Bartholomew and Patterson Parks and the Morris Williams Golf Course adjacent to the old airport to create an expanded network of recreational open space that will welcome nearby neighbors and enhance the quality of life for the surrounding area. At the same time, the open spaces are designed to reinforce neighborhood structure and community identity. They are intended to offer a wide variety of recreational experiences, in facilities that range in size and type, but which together create an integrated system that enhances livability, natural appearance and ecological values. The primary elements of the system are the perimeter greenways that traverse the southern, eastern and western edges of the community; Lake Park that serves as a major focus within the Town Center District and that extends eastward via a linear greenway to the planned school site; and the neighborhood parks and pocket parks that serve residents.





The interconnected system of open spaces includes Lake Park (left), a central focus of activity linked to the surrounding community by greenways with hike and bike trails.



Perimeter Greenway Illustrative Plans

5.1 PERIMETER GREENWAYS

The perimeter greenways total approximately 75 acres of land and have been developed as broad parkways that provide a strong visual edge and linear progression of recreational activities. They are predominantly green open spaces composed of a series of clearings or "outdoor rooms" defined by large trees and berms. The perimeter greenways also play an important environmental and ecological role, detaining and filtering stormwater before it re-enters the natural creek systems of the area and providing a rich habitat for birds and wildlife. The greenways include three major assemblages, each with its own role and character. The greenway to the northwest adjoins the Children's Hospital campus as well as the existing Delwood II neighborhood. Within this perimeter greenway are a number of mature trees that have been preserved and an existing stormwater detention area. In addition to providing linear recreation and storm drainage, this greenway also serves as an amenity for the hospital and adjacent residents. It provides a children's play area and family picnic grounds, open meadows for passive recreation, and links directly across Aldrich Street to Lake Park. The Southwest Greenway also connects to Lake Park and is notable for the interpretive native gardens that feature the restoration of the original Blackland Prairie, its stands of existing trees, and the large wet ponds and waterfalls. The Southeast Greenway, adjacent to Morris Williams Golf Course, will feature a wet pond, a demonstration orchard, and recreational playfields.

The Perimeter Greenways feature playgrounds, trails and picnic areas.









The Greenway ponds play an important ecological role in filtering and detaining urban run-off, key amenities in the park system.

Linkages: An unbroken continuity of open space will be created within the perimeter greenways with strong linkages to existing parks (i.e., Patterson Park, Morris Williams Golf Course and Bartholomew Park) as well as planned neighborhood parks. The roadways within the Mueller community are aligned to provide visibility and accessibility to the perimeter greenways from surrounding areas.

Potential Recreational Uses: Recreational uses include walking, jogging, bicycling, exercise courses, field sports, sports classes, children's play areas, informal play areas, picnicking, group events and parties, nature and ecological discovery. In the southeastern greenway, informal soccer fields (i.e., with no lights), play areas and group picnic facilities are programmed along with a small, well-landscaped and screened parking lot of approximately 25 cars. The NCC approved the Architectural Master Plan for the Southeast Greenway in 2008.

Parking: Parking for the greenway system shall be provided predominantly along the streets which front it. A small parking lot is planned at the trailhead near the Zach Scott and Manor Road intersection to serve hikers and park users.

Trail System: A continuous hike and bike trail of a width of no less than 10 feet will be developed with an accessible gradient along its length. The hike and bike trail will tie the entire greenway system together, connecting the recreational experiences within it. The hike and bike trail should connect to secondary paths (of a minimum six-foot width) and where possible, a looping route should be incorporated into each of the three greenway segments, creating smaller systems that can be used



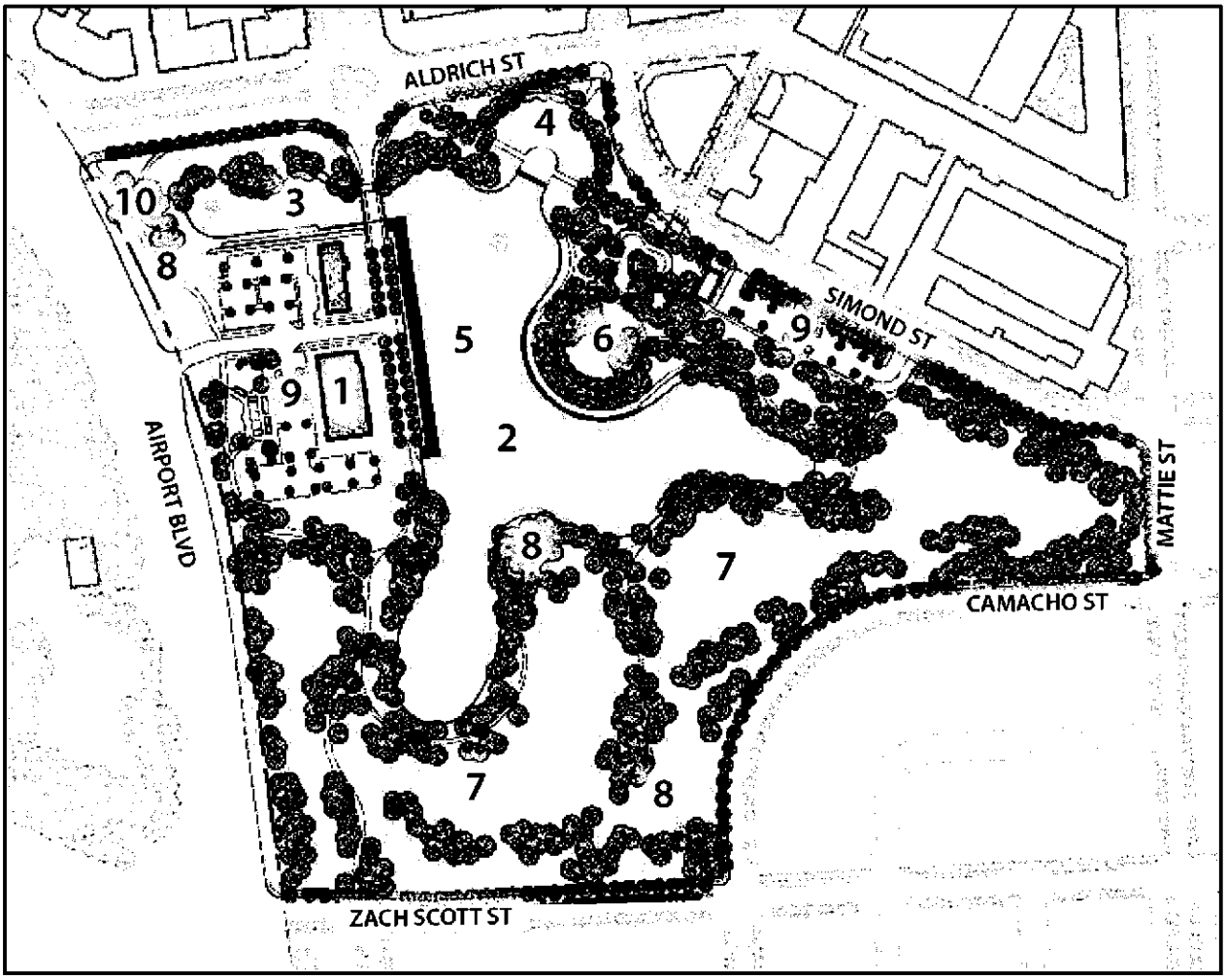


Roadways and sidewalks are aligned along the greenways to enhance their visibility and accessibility.

independently from the larger overall system. Consideration should be given to the provision of safe connections for cyclists and pedestrians between adjacent parks and neighborhoods and the greenway system. Trail access points should be clearly marked, providing information, seating, "parcourse" exercise equipment, shade and drinking water. These trailheads should also be large enough for groups to gather.

Ecological Function: The perimeter greenways play an important role in filtering pollutants from storm water and in detaining run-off to mitigate flooding in downstream areas. Land should be contoured in a way that appears natural in character, while incorporating sound hydrologic engineering practices. Slopes around the wet ponds and detention areas shall not exceed 3:1, transitioning to more gradual slopes in surrounding areas. Native riparian trees should be used, along with wetland grasses and marsh plantings as prescribed by the City of Austin Environmental Criteria Manual. Interpretive signage to mark special environmental features and key points, such as the wet ponds, should be provided to highlight their role in stormwater management. Seating areas and overlooks at the wet ponds should also be included, where not in conflict with wildlife values.

Management: The greenways will be dedicated to the City of Austin as public parks to satisfy the parkland dedication requirements for the Mueller community. These greenways will be required to meet the City of Austin Parks and Recreation Department's standards for construction, with special consideration for long-term maintenance and operations. Lawn areas requiring mowing should not exceed a 3:1 slope.



Lake Park Illustrative Plan

1. HISTORIC HANGAR
2. LAKE/WATER QUALITY WET POND
3. POND FOREBAY
4. AMPHITHEATER
5. STEPS
6. PICNIC GROVE
7. OPEN LAWN/DETENTION MEADOW
8. HIKE AND BIKE TRAIL LOOP
9. PARKING
10. PRESERVE EXISTING MATURE TREES

5.2 LAKE PARK

Lake Park, approximately 30 acres in size, is designed as an integral extension of the greenway system and as a central focus and amenity for the entire community. It is a major destination for recreational users jogging, hiking and bicycling through the greenway. Located along Airport Boulevard, Lake Park provides an important "front door" to the Mueller community, establishing a new identity for the site and an attractive visual setting for the Aldrich Street District. Lake Park offers views from the center of the community to the downtown Austin skyline, the Capitol dome and the UT tower. The park was completed in 2008 and has become a popular attraction not only for locals, but for residents and visitors from the entire region.

Landscape Character: Lake Park is designed to have a predominantly naturalistic character, with open meadows defined by canopy trees surrounding the lake. The edges around the lake provide opportunities for people to promenade along and overlook the water. A promenade edge with a stepped bulkhead wall is provided along the western shoreline near the historic hangar.

Potential Recreational Uses: Lake Park has been designed for a variety of uses, such as community celebrations, concerts, outdoor theater and performances, special events, weddings, parties, outdoor dining, art fairs, festivals, farmers' markets, jogging, walking, boat/bicycle rental concessions, paddleboats, model boat sailing and canoeing. A natural amphitheater has been incorporated with a sloping grade into and along the banks of the lake. A well-shaded children's playground is situated along the northern edge of the lake immediately adjacent to the amphitheater and Aldrich Street District.

Lake Park has not only become a central focus and amenity for Mueller, but a popular gather place for the Austin community.





The bow-trussed hangar has provided an attractive venue for the Mueller Farmers Market.

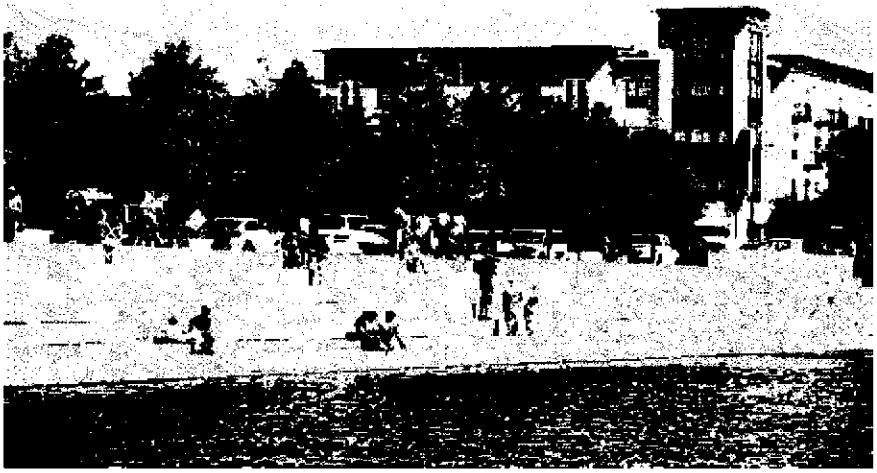


The large meadows of Lake Park provide detention of flood waters as well as an attractive place for picnicking and passive recreation.

Former Signature Aviation Terminal: This structure was rehabilitated in 2009 to serve as Mueller's visitor center and office building for Catellus, the community's master developer.

Bow-Trussed Hangar: The historic bow-trussed hangar structure has been retained as a major landmark on its own parcel adjacent to Lake Park. It currently functions as a venue for community events and celebrations as well as informal seating. Its ultimate use will be determined at a future date.

Hike/Bike Trail: The hike and bike trail extends through Lake Park, linking the northwest and southwest portions of the perimeter greenway as well as providing a looping route within the park itself.

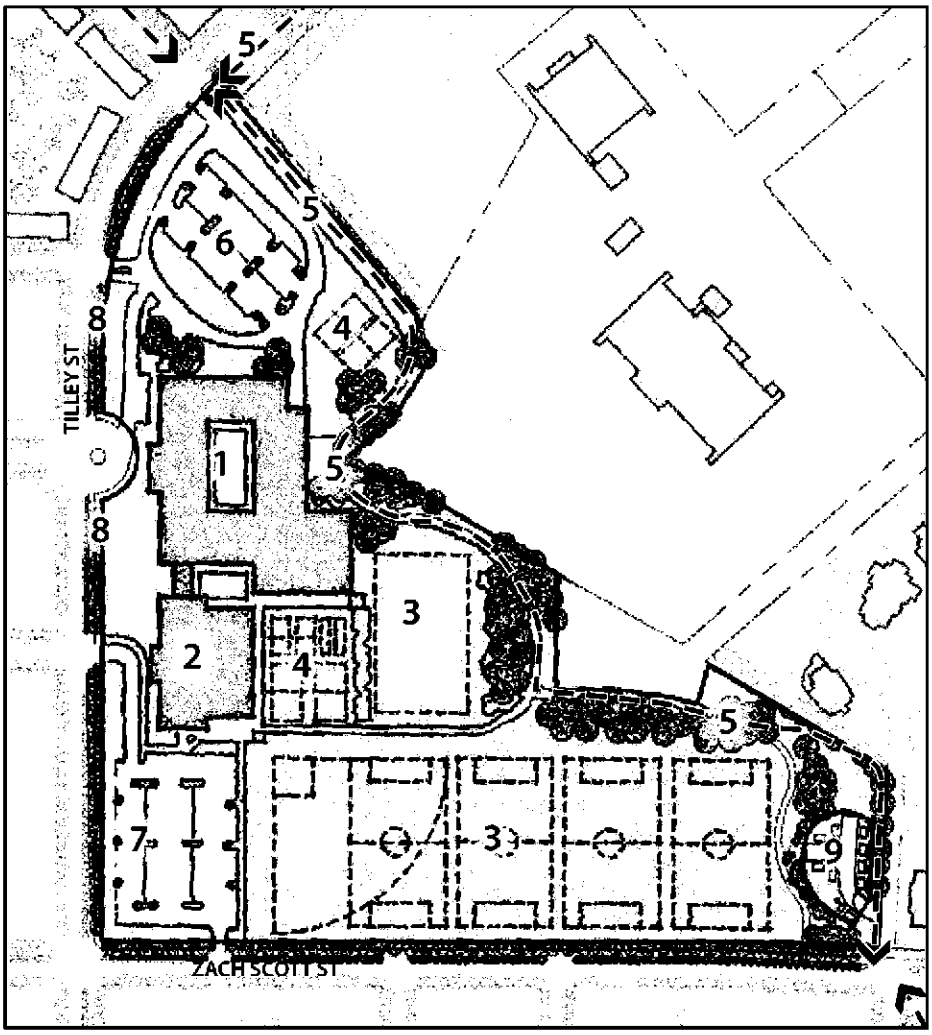




Lake Park includes a variety of shoreline experiences including the grand stairs of red stone, the colonnaded promenade, and the marshy beaches.

New Structures: A restroom structure with a small concession space, immediately east of the children's playground was completed in 2008. All structures or concessions within Lake Park shall not exceed a height of 40 feet or a total combined area of 30,000 square feet. They shall be sited and designed to complement and blend into the open space setting of the park.

Parking: A parking lot immediately east of the children's playground along Simond Avenue provides off-street parking for park visitors. On-street parking is provided along the perimeter streets (Simond Avenue, Aldrich Street, Mattie Street, Camacho Street, and Zach Scott Street). These parking areas include generous landscaping, with one tree for every four cars, to extend the open space character of the park. A second parking lot adjacent to the bow-trussed tower and the Mueller Central visitor center serves existing and future uses of these structures.



School and Recreational Area Illustrative Plan

1. NEIGHBORHOOD SCHOOL
2. POSSIBLE JOINT USE
3. YOUTH SPORTS FIELDS
4. SPORTS COURTS
5. HIKE AND BIKE TRAIL
6. SCHOOL PARKING
7. JOINT USE PARKING
8. MAIN ENTRY & DROP-OFF
9. AUSTIN ENERGY "SHINES" BATTERY STORAGE

5.3 SCHOOL AND RECREATIONAL AREA

At the eastern end of the Mueller community, new neighborhood school facilities are to be built on a site of approximately 10 acres, with 10 additional acres that are targeted for possible civic and/or recreational use. The school and any adjoining uses are envisioned to be an innovative model to serve the northeast area. The opportunity exists for a variety of potential partnerships with an adjoining or joint use that would enhance and support the civic functions of the school site, as well as provide additional adjacent open space or recreational uses.

Landscape Character: The school grounds and adjacent facilities will each be master-planned and designed as a coordinated and well-landscaped campus that could include open lawns, playfields, outdoor learning environments or community gardens that provide a visual and open space amenity to the adjacent neighborhoods. Clusters of trees in combination with the perimeter street trees will be provided to maximize shade within the campus.

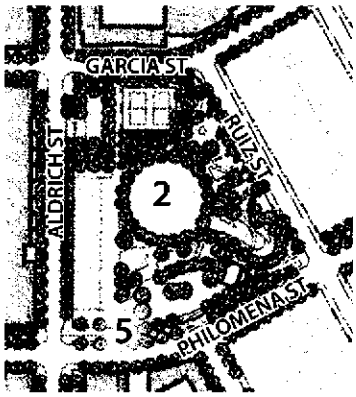
Hike/Bike Trail: The hike/bike trail will extend through the school campus as an uninterrupted path linking the Philomena Street hike and bike trail on the north with the southeast perimeter greenway.

New Structures: The school shall be designed in a manner that is compatible and complementary with the adjacent neighborhood. The school should be designed as a minimum two-story community landmark, providing a distinctive visual terminus to Simond Avenue, the east-west parkway street that connects to Lake Park and the Aldrich Street District. The buildings shall have a street orientation with building entries, publicly-oriented activities, gardens and gathering spaces presenting a welcoming front. Ground-level uses shall be designed with generous windows to create interest along the street.

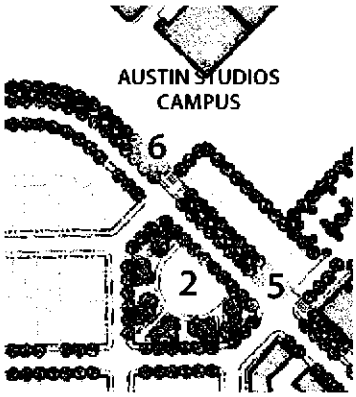
The school and recreation center grounds should be designed with open lawns and playfields.



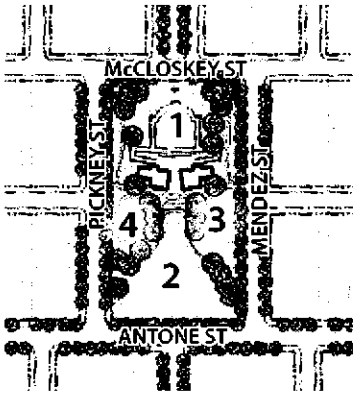
Parking: Shared structured parking is encouraged for the site and subject to NCC Architectural Master Plan approval. Surface parking lots shall be distributed to avoid large expanses of asphalt on the campus and to promote convenient access. Surface parking shall comply with the landscape guidelines set forth in Chapter Six.



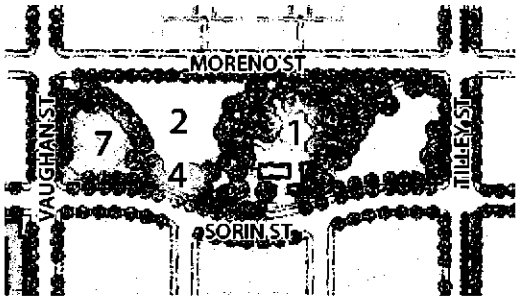
NEIGHBORHOOD 1 (NORTHWEST)



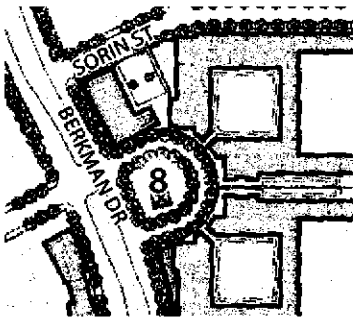
NEIGHBORHOOD 4 (NORTHEAST)



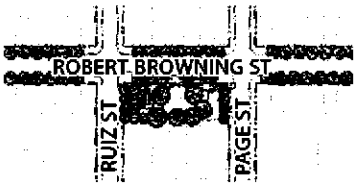
NEIGHBORHOOD 2 (SOUTHWEST)



NEIGHBORHOOD 3 (SOUTHEAST)



CONTROL TOWER PARK



PAGGI SQUARE



POCKET PARK

Neighborhood Park and Pocket Park Illustrative Plans

0 125 250 Feet

1. SWIM CENTER & BATH HOUSE
2. OPEN LAWN
3. SPORTS COURT
4. CHILDREN'S PLAY AREA
5. PHILOMENA STREET HIKE AND BIKE TRAIL
6. WALL ALONG AUSTIN STUDIOS CAMPUS
7. COMMUNITY GARDEN
8. CONTROL TOWER AND PLAZA

5.4 NEIGHBORHOOD PARKS AND POCKET PARKS

Neighborhood parks of approximately one to three acres in size are planned as the principal focus and gathering space for each of Mueller's four neighborhoods. These parks will typically include a variety of active and passive recreational facilities, and will require careful site planning to maintain a predominantly green, verdant character with no more than 50 percent impervious cover. The northwest neighborhood park is located along Aldrich Street between Neighborhood Two (NH2) and the Town Center District, and as such is envisioned as the most active and urban of the neighborhood parks.

A series of smaller pocket parks, including the greens and courts discussed in Chapter Two, are also planned within each neighborhood. These pocket parks are located so as to ensure that all residents are within 600 feet of a green space and configured to create a focus for neighborhood subareas. These parks, like the neighborhood parks, should be designed to serve the special recreational interests of the community and reflect the demographic characteristics of each neighborhood. It is important that these small parks be designed as simple and flexible open spaces suitable for a wide range of informal use.



Ella Wooten Park and Pool were developed in the heart of Mueller's first neighborhood.





Paggi Square has become a popular venue for petanque enthusiasts.

The wide landscaped medians along some of Mueller's neighborhood streets (e.g., Mattie Street, Robert Browning Street, Simond Avenue) offer additional opportunities for community open space. Creative retrofit of these spaces is encouraged subject to NCC or MC approval. Such retrofits could include community gardens, seating areas, or other appropriate programming.

Potential Recreational Uses: Neighborhood parks will be designed to provide for a variety of activities, such as: swimming, multi-use play lawns, picnicking, children's play, neighborhood gatherings, etc. Pocket parks will be designed to provide for a variety of activities, such as children's play areas, formal and informal seating areas, neighborhood festivals and gatherings.

Landscape Character: Street tree plantings will continue at the park edges as a structuring element. Within the parks, more informal massing of shade and ornamental trees will be incorporated. Additional shade, if necessary, should be provided within pool deck areas and over playscapes by using shade structures. An open area will be maintained within each park to encourage spontaneous play and allow for neighborhood gatherings.

Parking: Since the neighborhood and pocket parks are easily accessible by foot and bicycle, parking will be limited to on-street, curbside parking along the edges of the open space.

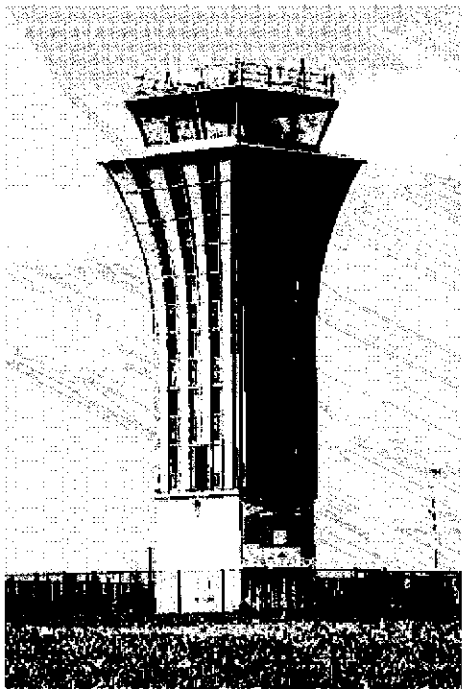
Lighting: Night lighting may be provided both within the parks and at their perimeters. Sport courts may be lighted to extend the time that they can be used. Full cutoff fixtures are required to minimize glare to neighboring residents and to avoid light pollution.

5.5 TOWER PARK

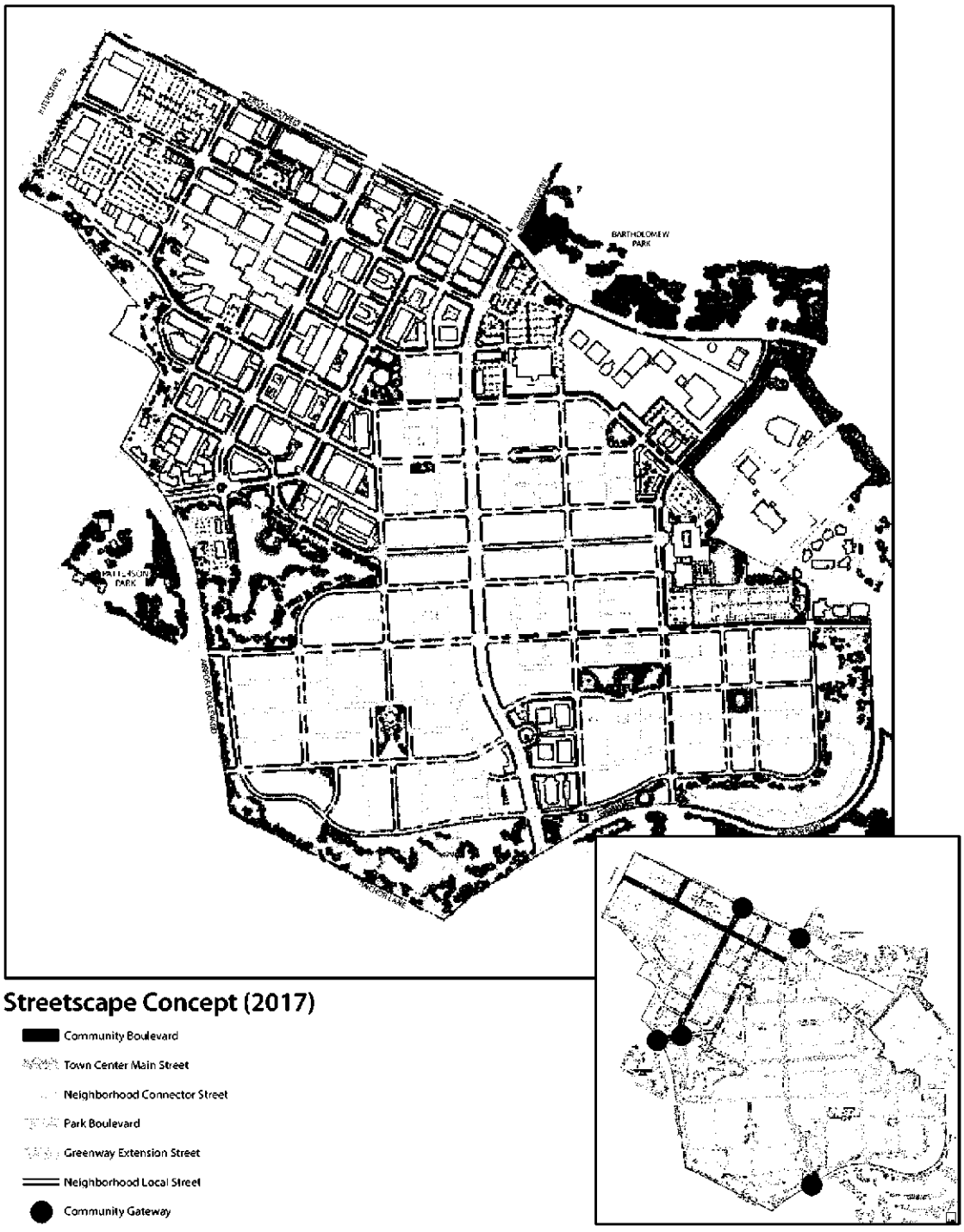
The utilization of the original aircraft control tower as a prominent visual landmark and activity center within the Mueller community is an important project goal. At approximately 85 feet in height, the tower provides a distinctive focal point for the community and helps to celebrate the aviation history of the site. The layout of the streets has been configured to give the tower a significant gateway role along Berkman Drive and within the community. It is also envisioned as the focal point of the southern neighborhoods, surrounded by mixed-use residential buildings with ground-level commercial and community-serving activities.

The tower shall be set in a small urban green or plaza which shall be designed as a simple and elegant setting for the tower, and as an intimately-scaled neighborhood gathering place. Additions or modifications that detract from the tower's original form are discouraged. While adaptive reuse of the tower for other activities is desirable, modern-day life-safety and exiting requirements may prevent it from being used as a public assembly building or viewing tower. Opportunities should be explored for expanding the ground floor of the building as a small interpretive center or community gathering place; the first two floors of the tower were originally within the terminal building, and as a result will need to be enclosed and clad in a complementary manner. Interpretive elements and displays that recall the history of aviation at Mueller and in Austin should be considered as an element of the space.

At approximately 100 feet, the tower will provide a focal point for the community and help to celebrate the aviation history of the site.



The park shall be designed as a simple horizontal plaza or green, to promote flexibility of use, and to provide a gathering space to complement adjacent neighborhood oriented commercial uses. Provision shall be made for seating, small gatherings and events, as well as informal and passive recreational use. Landscaping and canopy trees should be provided along the perimeter of the park to provide shade and greenery, while preserving sight lines to the tower from the adjacent neighborhoods and from Berkman Drive.



Streetscape Concept (2017)

- Community Boulevard
- Town Center Main Street
- Neighborhood Connector Street
- Park Boulevard
- Greenway Extension Street
- Neighborhood Local Street
- Community Gateway

LANDSCAPE AND STREETSCAPE

The successful transformation of the airport into a mixed-use, pedestrian-oriented community will rely to a great extent on landscaping within parks and open spaces, along streets and within private properties. The focus of this chapter is on planting, preserving and relocating plant materials that will significantly influence the identity and character of the Mueller community and its environmental and social characteristics. This chapter also describes the design approach to lighting, to promote nighttime safety and livability as well as to establish an attractive nighttime environment that addresses issues of light pollution. The design approach for street and park furnishings intended to enhance comfort and add to the amenity of the public environment is also described. While general strategies and principles are set forth to guide the transformation of this urban infill site into a green and sustainable urban landscape that emulates qualities of Austin's best neighborhoods, site developers, builders and design professionals should refer to the specific standards for residential and commercial projects set forth in Appendix A and B respectively.

Mueller's 15,000 trees will create an urban forest, enhancing environmental quality, promoting energy conservation and ameliorating heat island effect.

The intent of the streetscape and landscape guidelines is to encourage and aid in the thoughtful planning of outdoor spaces for both residential and non-residential sites. Well-designed open spaces weave sites together, enhance pedestrian activity, and extend usable space to the outdoors. Site designers should pay careful attention to pedestrian circulation, and strive to create convenient and hospitable connections to adjacent sites, indoor uses, and outdoor gathering spaces. Such spaces are highly encouraged, whether in the form of intimate and restful seating areas, or plazas bustling with activity. The possibilities are limitless, and every site has room to develop outdoor spaces that are truly welcoming.





Street Tree Distribution

- Bald Cypress - *Taxodium mucronatum*
- Bur Oak - *Quercus macrocarpa*
- Cedar Elm - *Ulmus crassifolia*
- Chinquapin Oak - *Quercus muhlenbergii*
- Live Oak - *Quercus virginiana*
- Mexican Sycamore - *Platanus mexicana*
- Mexican White Oak - *Quercus polymorpha*
- Shumard Oak - *Quercus shumardii*
- Texas Red Oak - *Quercus texana*

Materials and design vocabulary should be carefully chosen to unify the site and help build a distinctive identity. Plant materials remain an important part of design, providing beauty as well as significant environmental benefits. All aspects of design should combine to bring about memorable spaces that are integral to their sites.

The design approach described in this chapter and the standards and guidelines set forth in the appendices are intended to provide technical guidance and requirements that can still allow for creative latitude. All landscape and irrigation design and installations must comply with City of Austin and all applicable state and local codes and regulations.

Landscape Context

The Texas Native Landscape: Central Texas is home to a special landscape, the Blackland Prairie. The Blackland Prairie provides homes for small mammals, birds, lizards, and insects in its grasses, wildflowers and trees. Today, there are few native prairies left. Catellus engaged the Lady Bird Johnson Wildflower Center to help restore the Blackland Prairie in the Mueller Southwest Greenway, bringing back an important piece of this diminishing ecosystem. Integrating native prairie plants throughout the community including private yards will not only allow birds and butterflies to pollinate other gardens, it will also begin to reconnect this endangered ecosystem.

A common misconception of native landscapes is that they are unsightly and hard to maintain. In fact, native plant material can be utilized to create well-organized and manageable landscapes that also play an important role in the environment. Use of native plants can tie new development to its historic landscape and create attractive and multi-functional outdoor spaces. A scattered or chaotic appearance, often associated with a native landscape, can be avoided by grouping a single species into clusters to provide clarity with blocks of color and texture. A plant's natural shape should be retained and should not be "hedged" into overly geometric, boxy, or other shapes uncharacteristic to the plant's native character.

Restoration of the Blackland Prairie in the Southwest Greenway.

Urban Forest: By complete build-out of Mueller, more than 15,000 trees will be planted within the community, comprising an urban forest that will help to achieve community objectives for increased environmental quality, greater energy conservation and mitigation of the heat island effect. The goal is to achieve a thirty percent canopy coverage within streets and other public spaces at maturity.





Landscaped paseos, courtyards and outdoor cafe areas that extend the public space of the street are encouraged.

Homeowners and visitors can appreciate the beauty of their neighborhoods within the context of a Texas native landscape comprised of a true Blackland Prairie and urban forest.

Plant Selection and Landscape Character

The focus of this section is on selection of plant material, preserving and relocating plant materials – primarily trees – that will significantly influence the identity and character of the Mueller community and its environmental and social characteristics.

Approved Plant List: The Mueller Plant list (set forth in Appendix C) emphasizes non-invasive, drought tolerant and native species. The plant list includes a native plant section and a section of well adapted plants. At least 90 percent of **all** plant material proposed for use in the community must be selected from the Mueller plant list and a minimum of 50 percent of plant material must come from the native plant section.

Plant Quality: Plant materials will be of premium quality per American Nursery and Landscape Association and planted according to best practices and methods.

Soil Amendment, Testing, and Depth: Soil depth and quality affects water quality and flow and is the foundation for healthy plants. Good soil structure increases water penetration deep in to the soil and reduces run off. The soil structure should be improved with addition of compost and fertilizers. Prior to planting, agricultural suitability testing must be undertaken to determine the need for soil amendments, import, special drainage requirements and fertilization. If soils are not suitable for planting, recommendations of a soil scientist should be followed to support the long-term health and viability of the plantings.

Preservation: Existing groupings of mature trees within the site shall be protected and incorporated with future improvement plans. Grading or any disruption of the soil, shall not be permitted within the dripline of existing trees nor shall drainage patterns be altered in such a way as to threaten their future viability.

Relocation: Over 200 individual specimen trees have been identified for relocation within the Mueller community and many have already been utilized as anchors in "signature" plantings. In addition, a Bastrop orchard of hundreds of pecan trees were transplanted to Mueller parks beginning in 2006.

Invasive Species: Existing invasive species should be eradicated, and trees identified as "invasive" should not be planted. See Appendix C for "Mueller Do Not Plant List" and "Invasive Plants to Avoid" from the City of Austin Grow Green Guide.

Diversity: A minimum of 20 different types of trees will be used throughout the Mueller community, with no more than 40 percent of a single species.

Street Trees: Street trees will be planted at a minimum three-inch caliper. Care should be taken to ensure that roots are not bound when planted. Other trees planted at Mueller shall be sized according to Appendix C.

Street Tree Selection: Preference for street tree plantings is given to tall, high-canopied trees that grow to at least a height of 40 feet at maturity, provide shade, and reduce the heat island effect. Street tree locations and their plant species shall be determined by the Master Developer, and developers and builders shall verify all street tree species with the Master Developer before planting. A preliminary plan for the distribution of street trees is provided on page 142.

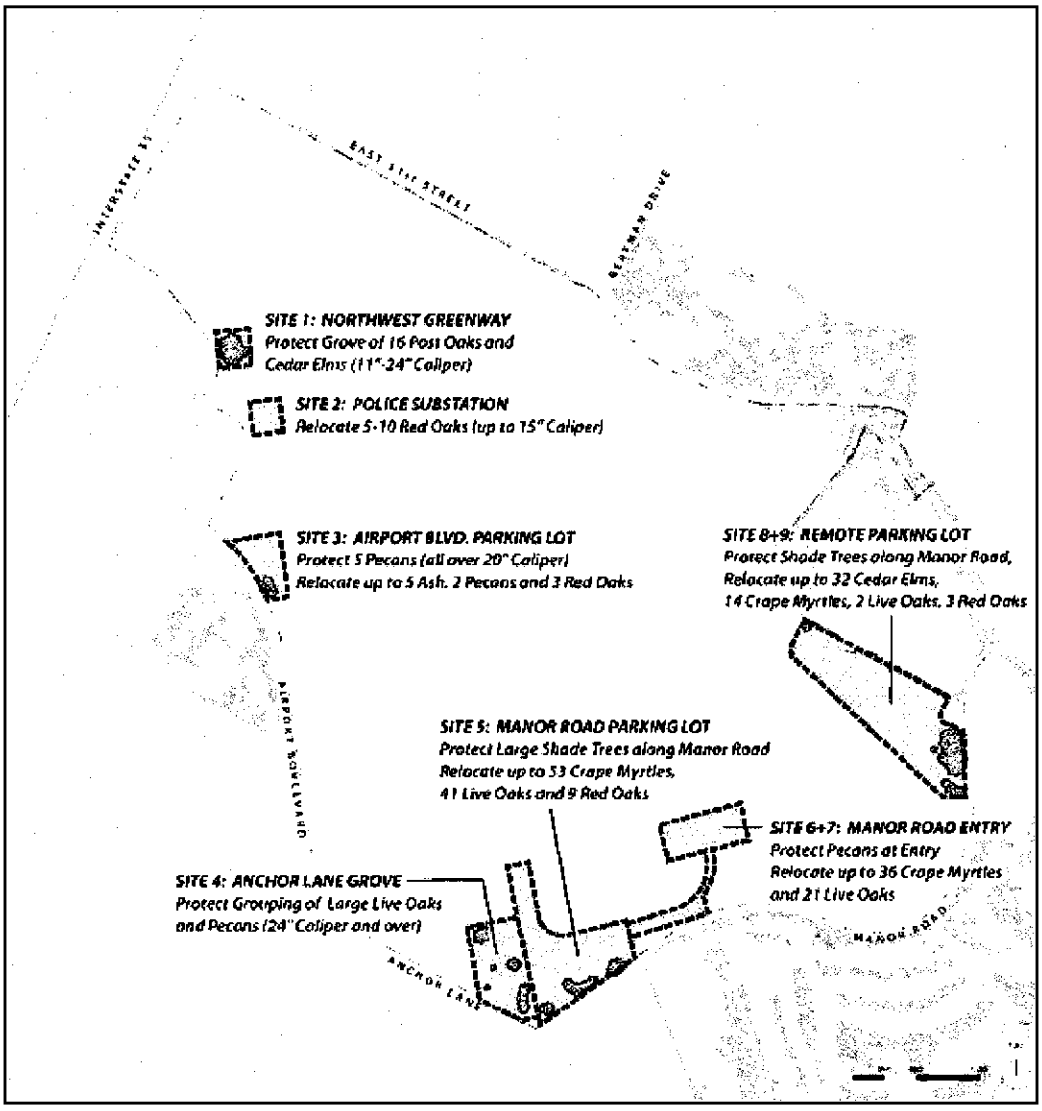


Storefront landscaping, including hedges, planters, ornamental and hanging pots are encouraged along Aldrich Street.

Alley Planting: To add interest, planting pockets should be provided at each lot including ornamental grasses, shrubs, and ground cover. Vines that grow up the walls and fences along the alleys are encouraged. Trees are also encouraged within the alleys where possible.

Medians: Medians should be planted with street trees with a rich mixture of colorful shrubbery, ground cover, ornamental grasses and turf grass to contribute to the desired garden-like setting of the Mueller community and to break down the scale and expanse of pavement of large boulevards. Plant material selections should be carefully made to avoid creating hedges and/or obstructing sight lines.

Shading of Southern and Western Walls: Trees should be placed to maximize shading of buildings, structures and outdoor use areas with southern and western exposures. Shade trees shall be selected to grow to heights at maturity that minimize blockage of solar roof panels while contributing to the reduction of the heat island effect.



Tree Preservation and Relocation (2004)

** SUBJECT TO MORE DETAILED INVESTIGATION BY CERTIFIED ARBORIST*

PROTECT IN PLACE*

RECOMMENDED FOR RELOCATION*

Rain Gardens: Plants filter and remove toxins in the soil, and as such the design of rain gardens are encouraged within parkway strips. Prior to designing rain gardens in right of ways, the location of all underground utilities shall be verified and required distances from these utilities maintained.



Rain gardens are encouraged within parking strips to filter and remove toxins from urban runoff.

Tree Wells: Within the Town Center District and on other streets that have intensive commercial and pedestrian activity, trees should be planted in tree wells. Uniform decorative tree guards shall be used around each of the tree wells to discourage pedestrians compacting soils and to project the planting. Tree grates may be substituted for tree guards and planting upon approval by the NCC.

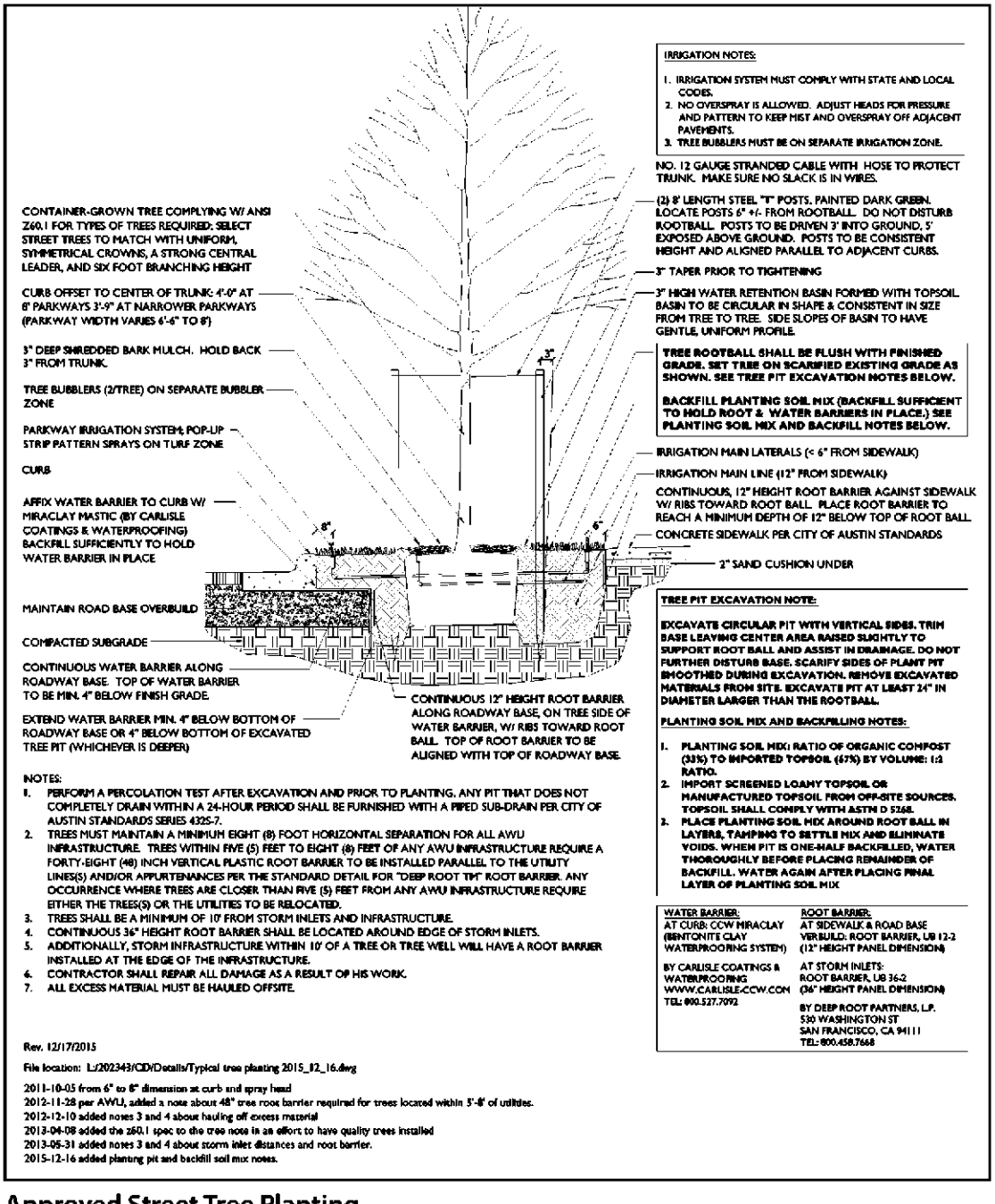
Parking Lot Landscaping: A minimum of one tree for every four cars must be provided within surface parking lots. The trees should be sized and distributed so as to achieve a 30 percent canopy coverage over the parking area within 10 years of planting. Shade trees selected should be medium-to fast-growing trees to maximize available shade as quickly as possible. Low planting, landscape berms, shrubs and/or walls up to 3'-0" should be provided to screen parking along all public streets.

Private Courtyards and Gardens: Interior courtyards and garden areas should be provided within mixed-use commercial or residential developments for the use and enjoyment of residents and employees. These spaces should include generous landscaping, providing shade through the use of trees or pergolas for at least 30 percent of their area.

Park Landscaping: Landscaping in parks and perimeter greenways should include a variety in the maturity of trees to create mixed-age stands of trees that provide a sustainable tree canopy for the future.

Private Landscaping: A diversity of plant materials is encouraged on private property. Property owners should landscape with a variety of plants providing seasonal color, fragrance, texture, foliage interest and screening capabilities. Fruit and ornamental trees are encouraged in individual yards and should be used for accent, wildlife food and habitat and seasonal color.

Ground Cover: All exposed and unpaved natural soil, except pathways, should be planted with ground cover and/or turf.



NOTES:

1. PERFORM A PERCOLATION TEST AFTER EXCAVATION AND PRIOR TO PLANTING. ANY PIT THAT DOES NOT COMPLETELY DRAIN WITHIN A 24-HOUR PERIOD SHALL BE FURNISHED WITH A PIPED SUB-DRAIN PER CITY OF AUSTIN STANDARDS SERIES 432S-7.
2. TREES MUST MAINTAIN A MINIMUM EIGHT (8) FOOT HORIZONTAL SEPARATION FOR ALL AWU INFRASTRUCTURE. TREES WITHIN FIVE (5) FEET TO EIGHT (8) FEET OF ANY AWU INFRASTRUCTURE REQUIRE A FORTY-EIGHT (48) INCH VERTICAL PLASTIC ROOT BARRIER TO BE INSTALLED PARALLEL TO THE UTILITY LINES(S) AND/OR APPURTENANCES PER THE STANDARD DETAIL FOR "DEEP ROOT TM" ROOT BARRIER. ANY OCCURRENCE WHERE TREES ARE CLOSER THAN FIVE (5) FEET FROM ANY AWU INFRASTRUCTURE REQUIRE EITHER THE TREES(S) OR THE UTILITIES TO BE RELOCATED.
3. TREES SHALL BE A MINIMUM OF 10' FROM STORM INLETS AND INFRASTRUCTURE.
4. CONTINUOUS 36" HEIGHT ROOT BARRIER SHALL BE LOCATED AROUND EDGE OF STORM INLETS.
5. ADDITIONALLY, STORM INFRASTRUCTURE WITHIN 10' OF A TREE OR TREE WELL WILL HAVE A ROOT BARRIER INSTALLED AT THE EDGE OF THE INFRASTRUCTURE.
6. CONTRACTOR SHALL REPAIR ALL DAMAGE AS A RESULT OF HIS WORK.
7. ALL EXCESS MATERIAL MUST BE HAULED OFFSITE.

Rev. 12/17/2015

File location: L:\202343\CD\Details\Typical tree planting 2015_12_16.dwg

2011-10-05 from 6" to 8" dimension at curb and spray head
2012-11-28 per AWU, added a note about 48" tree root barrier required for trees located within 5'-8' of utilities.
2012-12-10 added notes 3 and 4 about hauling off excess material
2013-04-08 added the z60.1 spec to the tree note in an effort to have quality trees installed
2013-05-31 added notes 3 and 4 about storm inlet distances and root barrier.
2015-12-16 added planting pit and backfill soil mix notes.

Approved Street Tree Planting

Parkway Strips: With exception of the Town Center District, most of Mueller's streets will include parkway strips with planting and street trees incorporated adjacent to the curbs in widths ranging from six to eight and one-half feet continuously along both sides of the street. Care should be taken to minimize soil compaction around the critical root zone of all plants. Parkway strips should be graded to catch and filter run-off from the sidewalks before it reaches the storm sewer system. (See Appendix A and B.)



Instead of turf, parkway strips may incorporate rock or decomposed granite with native plants.

Mulch: Rock or decomposed granite mulch may be used in private and public properties. See Appendix A and B for planting details.

Tree Stakes: Stakes shall be installed when a tree is planted and removed after one growing season. Stakes shall be placed less than two-thirds of the height of the tree with a flexible material that allows for movement of the trunk all the way to the ground. All stakes should be removed after one year from planting. See Appendix A and B for staking details.

Root and Water Barriers: Water and root barriers shall be installed along curbs and sidewalks. Additionally, where water and storm pipes and infrastructure are present, root barriers will be included as required by the City of Austin. See Appendix A and B for details along with the tree planting detail at left.

Landscape Maintenance and Irrigation

Standards of Maintenance: Landscape maintenance of all parks within the Mueller community will be funded through a Property Owner's Association (POA) and maintained at a high level in consideration of the longevity, appearance and continuity of the plantings and the continued functioning of support systems. Right-of-way plantings in residential areas will be maintained by individual property owners. Plant's natural shape should be retained. Plants should not be "hedged" into overly geometric, boxy, or other shapes uncharacteristic to the plant's native character.

Tree Pruning: To promote good structure and to reduce wind load, trees will be pruned after planting per American Nursery and Landscape Association guidelines and as required by the City of Austin. Street trees will be limbed up within two years so that the branching begins at 6'-0" above grade and continue to be limbed up (only in conditions where the structure of the tree is not disfigured) until the lowest branch



Some trees, like these mature oaks in the Aldrich Street traffic circle, have been relocated from other parts of the property.

is at a maintained height of 10 feet above grade. Any branching over vehicular lanes will be pruned to 14 feet above grade.

Replacement Planting: Successional plantings should be undertaken by the POA in the parks to replace trees and other plant materials as they age and decline over time.

Integrated Pest Management: All pest and weed management will use least-toxic chemical controls, consistent with recommendations of the City of Austin Department of Watershed Protection. Refer to the COA Integrated Pest Management Plan and Mueller Environmental Education booklet provided for each development section for additional information.

Special Precautions Related to Oak Wilt: Oak wilt is an infectious disease caused by a fungus. The fungus can be spread from tree to tree by connecting root systems, or by man when infected wood is moved near trees, or transmitted from tree to tree by a small sap-feeding beetle. Red oaks are often carriers of the disease and play a key role in establishing new infection centers. Special care will be taken to minimize the spreading of Oak wilt within the site's oak population.

- The pruning of oak trees will be avoided from February to June. The best time to prune is during the coldest days of winter and extended hot periods in mid- to late summer.

- All wounds will be painted immediately, regardless of size, with a thin coat of commercial tree wound paint to prevent transfer of fungal spores to the wound.

- Pruning tools will be disinfected between cuts, particularly when pruning multiple oaks, with Clorox, Lysol spray or 70 percent rubbing alcohol solution.

- Pruning will comply with the requirements of the City of Austin ECM (Environmental Criteria Manual) and ANSI A300 (Part 1) "Tree, Shrub, and Other Woody Plant Maintenance-Standard Practices (Pruning)".

Irrigation: Water-conserving irrigation systems, including automated rain sensors and programmable irrigation controllers, should be used to provide 100 percent coverage to all irrigated areas, with appropriate zone separation of landscape areas with differing water needs including street trees. Systems should be designed to avoid overspray onto adjacent pavement. Irrigation will follow all applicable state,

City of Austin, and local codes and regulations. Site developers are responsible for the installation of irrigations systems, including all electrical devices, pipes and strong boxes. The location of irrigation meters and controllers shall be coordinated with the master developer. Specific standards are provided in Appendix A and B.



Capitol Metro's typical transit shelter is used throughout Mueller.

Dumping, Staging and Storage: Unless approved by the master developer, open space areas will not be used as temporary or permanent dumps, storage or staging areas. Such areas on the site shall be permitted on an interim basis during construction if the NCC finds that they are adequately screened and located in an area that will not impact adjacent residents or employment uses.

Transit Shelters

Unless otherwise approved by the NCC, transit shelters should be of the same style, materials, and color as the typical Capital Metro transit shelter used throughout Austin. Shelters should be scaled appropriately for the level of ridership anticipated at a particular stop.

Sidewalks and Pavement

A continuous system of sidewalks shall be provided along both sides of all streets within Mueller. All sidewalks shall be separated from the travel way of the street by a planting zone of 6'-0" to 7'-0" in width, with trees planted at intervals of 25 to 30 feet. Sidewalk dimensions and configurations on Mueller's hierarchical roadway system are illustrated in Appendix D. The use of light-colored concrete is required on most streets to help mitigate heat island effect. Within the Aldrich Street District of the Town Center, high quality permeable concrete pavers shall be used, as described in the Aldrich Street District Streetscape Manual (Appendix E).

Site Furniture

Site furnishings have the potential to impact and enhance user experience and comfort. Developers shall strive to provide furnishings complementary to site design in convenient and appropriate locations. Seating, trash receptacles, transit shelters, and other furnishings are all significant elements that contribute to the character and amenity of the public environment, including the streets and parks within the Mueller community.



A typical bench in the Aldrich Street District

Developers are encouraged to expand upon these standards to create a palette unique to their site. There may be opportunities for site furnishings to be considered as public art installations. Benches, trash and recycling receptacles will be incorporated along sidewalks in the Town Center District and at transit stops for greater pedestrian comfort and convenience. Specific furnishing selections for the Aldrich Street District of the Town Center are described in the Aldrich Street District Streetscape Manual.

All site furnishings shall be reviewed and approved by the NCC, including but not limited to seating, trash and recycling receptacles, drinking fountains, bike racks, tree grates, bollards, planters and pots, lighting, signage, and drain covers. Appendix A and B provide more specific criteria for the selection of site furnishings, including benches, trash and recycling receptacles and lighting.

Site Lighting

Street lighting is important in adding to the attractiveness of the Mueller community, creating a sense of safety and security. Light equipment selections and lighting design shall be made with a goal of eliminating glare, light trespass and light pollution.

- Lighting layout will be coordinated with proposed landscaping and existing trees to maximize light distribution and avoid conflicts.

- Light fixtures will be designed and lamped for both pedestrian and vehicular purposes. Lamping will be metal halide on major streets, in the Town Center District, and as accent lighting for highlighting trees and site features or downlighting from tree canopies. Austin Energy currently utilizes high-pressure sodium for street lighting within residential areas, consistent with neighborhoods surrounding Mueller. When available through Austin Energy, efficient LED lighting should be pursued for all fixtures.

- A 14-foot pedestrian-scaled decorative steel fixture (available from Austin Energy) will be used for pedestrian and street lighting within the parkway strip of most public streets.

- Along the Aldrich Street Paseo and Promenade, a cable-suspended full cutoff light fixture (the Bega pendant 6408 S) is specified.

- Only along Mueller Boulevard, Berkman Drive, and Barbara Jordan Boulevard will the taller, 30-foot "Cobrahead" fixture (also available from Austin Energy) be used. Where it is used, ornamental pole bases, poles and mast arms shall be provided.



Tree guard and "leave-out" treatment in the Aldrich Street District

- Fixtures will be adapted to comply with light trespass considerations as required.

- All street fixtures will be painted a dark green color to match existing street fixtures.

- Decorative seasonal lighting (e.g. "Tivoli" lights) is encouraged on public streets within the Town Center District.

- Lasers, searchlights and flashing lights are not permitted, unless otherwise reviewed and approved by the City of Austin.

- In the perimeter greenway, no lighting of the sports fields will be allowed in order to avoid the impact of glare on neighboring residents

- Parking lot lighting must meet applicable City of Austin standards, and be designed to avoid light pollution by employing cut-offs that prevent light from being emitted above the horizontal plane.

- The standard parking lot light fixture is the Aeris architectural area light by Lithonia Lighting. The color shall be the Lithonia natural aluminum, ABL code DNA.

- Lamp wattages within parking areas shall be no higher than wattages as recommended by the Illuminating Engineering Society of North America (IES). Unless otherwise recommended, lamps shall be 250 watts.



Mueller Central Visitors Center



Ronald McDonald House



Ella Wooten Park

Building	Achievement
Dell Children's Medical Center of Central Texas	LEED Platinum & AEGB 5-Star
Ronald McDonald House	LEED Platinum
AMLI at Mueller	LEED Platinum
Austin ISD Performing Arts Center	AEGB 5-Star
UT - Dell Pediatric Research Institute	LEED Gold
AIR (formerly SEDL) Offices	LEED Gold & AEGB 4-Star
Ella Wooten Park	AEGB 4-Star
Frost Bank	LEED Gold & AEGB 4-Star
H-E-B at Mueller	LEED Gold & AEGB 4-Star
Home Depot	AEGB 4-Star
Mueller Central Visitors Center	LEED Gold & AEGB 4-Star
Satellite Dialysis Center	AEGB 4-Star
Seton Healthcare Family Administrative Offices	LEED Gold & AEGB 4-Star



Austin ISD Performing Arts Center

Commercial & Multi-Family Notable Green Buildings

SUSTAINABILITY AND GREEN URBANISM

Nationally and internationally, an integrated approach that values measurable benefits in ecological sustainability, human health and social equity is redefining performance metrics for the built environment. These practices, commonly referred to as green building, promote the triple bottom line reflecting economic, social and environmental parameters. As an early adopter of green building principles and practices, the City of Austin achieved international recognition at the 1992 United Nations Earth Summit for its Green Builder Program – the first in the world – and continues to maintain its preeminence in the field. In 2011, the City of Austin Green Building (AEGB) program was awarded the United Nations Human Settlements Programme's prestigious Scroll of Honor.

The Mueller community has been planned and is being developed to demonstrate regionally appropriate, high performance and sustainable development patterns, and has evolved to be a showcase for green building practices in Central Texas. More than an optimization of any single component, sustainable design and construction represents the integration of materials and methods that, together, define how a community's values are reflected and how its physical environment is manifested.

Mueller is planned as a demonstration of sustainable development, combining principles of New Urbanism with green building design.

The Mueller community offers a spectrum of unique opportunities to successfully apply green building and New Urbanism strategies. This combination of strategies can be described as "Green Urbanism"– the coordinated merging of environmental protection, economic prosperity, community cohesion and aesthetic beauty – sustainable over generations, and valued as a focal point of the larger city. Many of these strategies are described in the Mueller Green Resources Guide, a reference guide to support an integrated approach for implementing Green Urbanism practices at Mueller (*http://www.muelleraustin.com/uploads/plan/Green-Resources-Guide-2012.pdf*). Among Mueller's signature Green Urbanism themes are:





Urban heat island can be substantially reduced through integrated hydrologic, landscape and building approaches.

Protecting Air Quality: Air quality is a key indicator of environmental quality. Exposure to high levels of ground-level ozone can result in impaired lung function, and can exacerbate asthma, chronic bronchitis, and emphysema. Strategies to reduce ground-level ozone begin with decreasing reliance on the automobile and gas-powered landscape, construction and maintenance equipment – each significant nitrogen oxide (NOx) sources – and curbing volatile organic compound (VOC) emissions by specifying and using low-emitting materials including interior and exterior paints, finishes, adhesives and sealants. Mueller's extensive vegetation, tree planting, and open space preservation interlaced throughout the community augments these strategies by functioning as the community's lungs to filter the air and lower ambient temperatures.

Mitigating Urban Heat Island Effect: Caused by large expanses of unshaded, heat-absorbing impervious surfaces, the urban heat island effect takes its toll on urban environments, especially in cities like Austin characterized by long, hot summers. By increasing ground-level temperatures, sometimes by as much as 10°F, the urban heat island effect also increases a building's cooling load, contributes to conditions favorable for ground-level ozone formation which can exacerbate respiratory ailments, and lessens comfort associated with outside activity. Through integrated hydrologic, landscape, and building approaches and materials selection, urban heat island effect can be substantially reduced.

Protecting the Night Sky: Minimizing light pollution from urban areas is an important goal of Green Urbanism. Light pollution can be defined as over-illumination or poorly controlled artificial illumination that creates glare and directs light to areas where it is not needed, such as upward into the night sky. This common problem in urban areas correlates with inefficient energy use. It has been shown to adversely impact the regular cycles of plants and animals such as the migratory patterns of birds and the feeding activities of native bat colonies. In addition, light pollution hinders urban dwellers' ability to see and appreciate the beauty of the night sky. Light pollution is reduced at Mueller through the use of shielded light standards that direct light downward.

Creating Green Buildings: Green buildings are designed to be environmentally and socially responsible, economically profitable, and healthy and productive places for people to live and work. Given that an estimated 90 percent of our time is spent indoors, attention to the indoor environment is a fundamental precept of green building. Similarly, building-related decisions that affect the outdoor environment and the public health through the building's life cycle, while recognizing consequences on the local, regional and global scales, also merit significant attention. As basic tenets, green buildings are created through an integrated approach guided by the following design directives:



The glass-enclosures on refrigerated display cases and natural lighting are two of many energy-saving features at the HEB supermarket at Mueller

- *Design with Nature:* Specify climate and site-responsive design and green infrastructure features to achieve building resilience and sustain ecosystems at local, regional and global scales.

- *Design for Flexibility:* Anticipate change in user needs by designing open, flexible building systems.

- *Design for Water and Energy:* Use green infrastructure to maximize stormwater retention and infiltration on site, minimize potable water use and take advantage of rainwater harvesting and reclaimed water sources. Take advantage of climatic design principles and on-site renewable energy systems to complement high-efficiency mechanical and electrical systems.

- *Design for Healthy Environments:* Specify and use non-toxic and low-emitting materials, minimize noise, and maximize daylight and views for building occupants to protect air quality and enhance human health and well-being.

- *Design for Zero Waste:* Manage construction sites and design buildings to promote reduction and reuse; divert recyclable and compostable debris from landfills; and specify high recycled-content and salvaged materials.

Achieving Sustainability Standards at Mueller

By adopting locally focused and nationally recognized green building standards to guide and certify performance, the Mueller community will further Austin's role as a leader in green building initiatives. Green Urbanism will be implemented at three distinct levels within Mueller: Green Community Design, Green Buildings and Green Infrastructure.

Green Community Design: The opportunity to transform an industrialized brownfield site like Mueller into a thriving urban community brings together new urbanist practices and sustainable development strategies. Brownfield remediation and restoration has emerged as a highly effective way of restoring undervalued properties, often located within an urban core's desired development district. This transposition results in a more productive use of the land resource, taking advantage of existing infrastructure surrounding the site, and enhancing environmental, health and social benefits associated with reduced auto dependence and suburban sprawl. In 2007, Mueller was selected to participate in the U.S. Green Building Council's LEED for Neighborhood Development pilot program. Mueller earned a LEED for Neighborhood Development Stage 3 Gold Certification in 2016, making it the first neighborhood in Texas to achieve that rating, and the largest neighborhood in the world to become Stage 3 LEED-certified.

GREEN BUILDING PERFORMANCE REQUIREMENTS

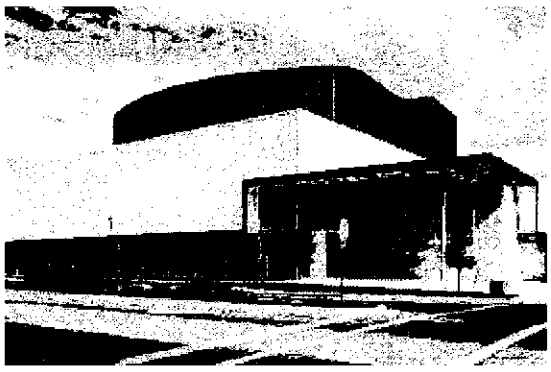
Office, Single Tenant Retail, Institutional Buildings greater than 25,000 gross square feet: will achieve a minimum LEED® Certified certification and/or achieve a minimum 2-Star rating under Austin Energy Green Building; smaller buildings are encouraged to seek certification.

Multi-Family Residential Buildings with three or more units: will also achieve a minimum LEED® Certified certification and/or achieve a minimum 2-Star rating under Austin Energy Green Building Program.

Single-Family, Duplex and Townhome Residential Buildings: will follow the Austin Energy Green Building Program guidelines and attain a minimum 3-Star rating. Homebuilders are encouraged to pursue LEED for Homes certification in addition to the Austin Energy Green Building rating.

Builders and developers of all building types are encouraged to exceed these standards. Refer to the Mueller Green Resources Guide, version 3, for more information (*http://www.muelleraustin.com/uploads/plan/Green-Resources-Guide-2012.pdf*). Note that the AEGB uses the applicable rating version in effect at the time a rating registration application is submitted for that building.

Green Buildings: Green building addresses the environmental, social and economic issues of designing, constructing and operating buildings over many generations. Several sustainable or green building rating systems have emerged in recent years to guide projects towards their sustainable design goals. Locally, the City of Austin, in partnership with the Center for Maximum Potential Building Systems, created the internationally award winning Austin Green Builder program in 1990, becoming the nation's first green building program. Now operating as Austin Energy Green Building (AEGB), the program offers rating systems designed for single-family, multi-family, and commercial buildings. Nationally, the U.S. Green Building Council developed the Leadership in Energy and Environmental Design (LEED®) rating system for commercial buildings, including sector-specific ratings such as retail, schools, healthcare, hospitality, in addition to LEED for Homes, Existing Buildings, Commercial Interiors, Core and Shell, and Neighborhood Development. The AEGB and LEED rating systems consist of specific required and optional strategies designed to enhance human health and economic and social benefits.



The Austin ISD Performing Arts Center received a 5-Star AEGB rating and LEED Gold certification.

To align with the sustainability goals of the Mueller community, commercial and institutional buildings larger than 25,000 gross square feet and multifamily buildings with three or more units are required to achieve a 2-Star AEGB rating and/or LEED® Certified certification. Single-family, duplex and townhome residential developments are required to achieve a 3-Star AEGB rating. All buildings are encouraged to surpass these minimums, incorporating as many sustainability strategies as are practicable, particularly those that reinforce the signature Green Urbanism themes. To date, all commercial buildings including those less than 25,000 square feet have met or are working toward achieving the green building rating requirements. Of the 1,179 homes rated at Mueller by the fall of 2016, 1,026 have achieved a 3-Star, 63 a 4-Star, and 87 a 5-Star AEGB rating; five of these homes have also achieved LEED for Homes certification. Of the more than 50 completed multi-family and commercial buildings, most have achieved a minimum 3-Star AEGB rating and/or LEED Silver certification. Three commercial projects have achieved a 5-Star AEGB rating and four projects are distinguished as having achieved LEED Platinum certification, including the first LEED Platinum certified hospital in the world, Dell Children's Medical Center of Central Texas, and the first LEED for Healthcare Platinum certified project, the W.H. and Elaine McCarty South Tower addition to Dell Children's Hospital.

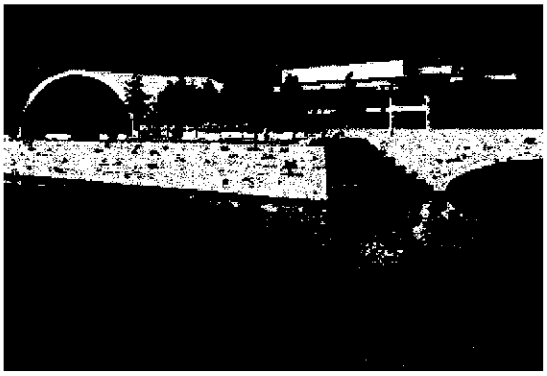




Green Infrastructure: Mueller's infrastructure embodies principles of resource efficiency, attention to context and scale, and environmental, social and economic responsibility. Mueller benefits from three significant green infrastructure elements:

- *City of Austin Reclaimed Water:* In an effort to lessen dependence on treated potable water for non-potable uses at the municipal scale, the City of Austin's Water Utility has designed and constructed a "purple pipe" reclaimed water system, with networks distributed throughout the City. Installed along Mueller's northern boundary on 51st Street, the reclaimed water system serves as the primary source of irrigation water for many of Mueller's commercial building landscaping, public open spaces and streetscapes, townhomes, and potentially for commercial uses (e.g. indoor flush toilets and other non-potable applications) within the employment centers and the Aldrich Street District.

- *Austin Energy Combined Heat & Power Station:* Austin Energy has been an innovator in bringing to the marketplace highly efficient modular Combined Heat and Power systems. The first of these systems, the Mueller Energy Center, is located adjacent to Dell Children's Medical Center of Central Texas, and provides electricity, chilled water and steam to Dell Children's. Its modular design allows it to expand capacity over time, enabling it to also serve other commercial and institutional developments in Mueller's Northwest Quadrant and the Town Center District. By operating at more than 75 percent efficiency, the electricity generated by the Mueller Energy Center substantially reduces greenhouse gas (i.e., carbon dioxide) and other chemical and particulate emissions as compared to fossil fuel combustion, and softens the economic challenges associated with price fluctuations for fossil fuels.





- *Community Stormwater Treatment:* Mueller's stormwater treatment system has been designed to manage 100 percent of the stormwater on-site through a series of drainage and landscape features including water catchment and water quality wet ponds which also serve as public amenities. Complementary strategies employed by builders and developers within the community, including rainwater catchment systems, green roofs, rain gardens, pervious and porous paving systems, generous open space, vegetative filter strips, landscaping and tree plantings, contribute to reducing stormwater rate and quantity, while also providing media for filtering stormwater contaminants. These serve as hydrological absorptive systems at all scales and as a regional model for other developments.

- *Austin Energy SHINES Battery Storage:* The SHINES Energy Storage System is an Austin Energy facility supported through a U.S. Department of Energy (DOE) grant that pairs photovoltaic (PV) energy collection with energy storage to improve the reliability of local energy while providing benefits to the larger electric grid. The 0.5-acre site, located just west of Rathgeber Village, houses a series of large batteries, which collect excess energy from adjacent residential and commercial solar panels and redistribute that energy back to the grid. The facility helps Austin Energy integrate renewable energy, reducing greenhouse gas emissions and dependence on fossil fuel generation.

GUIDELINES FOR SOLAR READY NEIGHBORHOOD BUILDINGS (DETACHED & ATTACHED)

While builders and homeowners may be unable to install photovoltaic or solar thermal systems at the time of construction due to cost constraints, owners may elect to do so at a later time. Furthermore, the City of Austin continues to work toward its goal of "net zero energy capable homes," through the adoption of progressively more stringent residential energy codes. Net zero energy capable homes are defined as homes that are energy efficient enough to be net zero energy with the addition of on-site energy generation, most often through solar. Therefore, it is important that all homes be designed to be "solar ready" with south and southwest-facing roof planes shade-free and clear of vent pipes and penetrations. Homes with appropriate preparatory features already in place will have advantages in installing solar thermal and photovoltaic systems. To ensure that homes are solar-ready and suitable for the installation of these systems, it is important for builders to coordinate with Austin Energy and design for current regulations and installation requirements, including City of Austin Electrical Code requirements and the Austin Energy interconnections guidelines, found here: *https://austinenergy.com/wps/wcm/connect/23c5f881-73da-4064-b1bc-a7a428c9eebb/distributionInterconnectionGuide.pdf?MOD=AJPERES*. The following solar ready measures must be incorporated into the design and construction of all neighborhood building types:

- Provide an unobstructed roof area larger than 250 square feet and no less than 35 percent of the building's footprint, oriented due west to 10 degrees east of due south for roofs with a pitch less than or equal to 9:12. For steeper roofs with a pitch up to 12:12, the unobstructed roof area should be oriented within an Azimuth range of 90-300 degrees. Solar panels in fire setbacks are not permitted.

- Designate an acceptable location within appropriate proximity of utility meter and electrical service panel, and of appropriate size to enable future mounting of inverter, disconnects, metering equipment, and other wall mounted components. Builders should take into account required setbacks from building openings, etc. and other utility meters (gas meters).

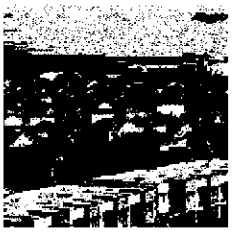
- Provide a vertical chase(s) enabling unobstructed access between the main building electrical service and the roof that allows for future Electric Metallic Tubing (EMT) conduit with proximity to the utility meter and electrical service panel for future photovoltaic system.

- Have the design and location of all installed components examined by a licensed solar contractor.

- Apply engraved acrylic labels to identify the conduits and junction box that are "Solar Ready".

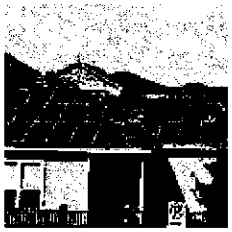
Note: Installation of solar panels on multi-unit row houses or condominium buildings (e.g., Mueller Houses) will require property owner association coordination and approval.

GUIDELINES FOR SOLAR READY COMMERCIAL BUILDINGS



Flat open rooftops on commercial, multi-family and institutional buildings and parking structures offer ideal "real estate" for solar power and thermal systems. Commercial building owners may want to take advantage of incentives offered for solar energy systems. Building solar ready can be a smart and affordable decision that can add value to a building. Solar makes sense whether building owners buy the equipment themselves, or lease the rooftop to tenants or Austin Energy.

Specific preparations for making a building solar electric ready depend on the size of system that is likely to be installed. Details, such as the number of conduit runs and space considerations in the electrical room will differ. It is suggested that the MEP engineer work with a commercial solar electric installer in advance to assess the potential generation capacity of the available roof space and to discuss mounting options, roof penetrations and other factors that could influence the design of the solar electric system. Designing for the largest system possible will allow the greatest flexibility in the future. The amount of roof area required per kW of module today is between 100 to 250 square feet depending on the type of module.



Roof areas should have at least six hours of solar access per day throughout the year. Shading can be caused by stacks, communications equipment, parapets, power lines and neighboring buildings. Mechanical penthouses, vents and other equipment should be grouped as far to the north side of the building as possible to avoid shading solar panels.

Consult with the structural engineer to determine roof loading and strength. Depending on the type of PV system, roof loading can be less than four lbs/ sq ft for flush-mounted south facing roofs, thin film modules, and flat roofs using crystalline modules. Rack-mounted systems on a flat roof are about 15 lbs/ sq ft.



At a minimum, to ensure the building is solar ready and suitable for photovoltaics, the following measures must be incorporated into the design and construction of the building:

- Provide an unobstructed roof area of at least 35 percent of the building's footprint, oriented due west to 10 degrees east of due south for sloped roofs with a pitch of less than or equal to 9:12. For steeper roofs with a pitch up to 12:12, the unobstructed roof area should be oriented within the Azimuth range of 90-300 degrees.



- Designate an acceptable location within appropriate proximity of the utility meter and the electrical service panel, and of appropriate size to enable future mounting of inverter, disconnects, metering equipment, and other wall mounted components. Contractors should take into account required setbacks from building openings, etc. and other utility meters (gas meters).
- Provide a vertical chase(s) enabling unobstructed access between the main building electrical service and the roof that allows for future Electric Metallic Tubing (EMT) conduit with proximity to the utility meter and electrical service panel for future photovoltaic system.
- The distribution panel must be rated to handle the maximum current from the main breaker plus the maximum current from the solar electric breaker.
- Have the design and location of all installed components examined by a licensed solar contractor.
- Apply engraved acrylic labels to identify the conduits and junction box that are "Solar Ready".

Notes: The New Construction Council may provide variances or exceptions where the applicant can demonstrate hardship due to other factors (e.g., building orientation, shading from adjacent structures, limited roof area, etc.).



SCALE	ENERGY	LANDSCAPE	HYDROLOGY	MATERIALS
Building/Lot Scale	Building orientation, thermally protected foundation, soil heat/cool storage	Roof, patio, wall vegetative systems for climatic and hydrologic control	Rainwater harvesting, rain gardens, native plant landscapes, pervious paving to increase site infiltration	Durable, non-toxic, low maintenance, pre-manufactured building elements
Neighborhood Scale	Distributed renewable energy utility systems	Streetscapes and park systems linked as continuous shade and light attenuating strategies	Connected pervious surfaces; coordinated stormwater management strategies	Non-toxic surface treatments (pavements, roofs, walls) with high reflectance and high emissivity
Development Scale	LED street lamps; modular district energy systems	Interspersed vegetation to reduce heat island and take advantage of cooling southeasterly breezes over water features	Necklaced water collecting systems around entire development; narrow street widths	Non-heat absorbing materials for streets and sidewalks; minimal impervious surfaces

Examples of Development Strategies at Different Project Scales





ADMINISTRATION OF THE DESIGN BOOK

Background

Mueller is subject to the terms and provisions of the Mueller Master Community Covenant, the Master Development Agreement (MDA), Mixed-Use Community Covenant, the Employment Center/Town Center (EC/TC) Community Covenant and certain Supplemental Covenants, each recorded or to be recorded in the Official Public Records of Travis County, Texas.

Review Authority

Section 5.1 of the Mueller Master Community Covenant provides that all site work, landscaping, structures, improvements and other items within the community must be approved in advance by the New Construction Council (NCC) or the Modifications Committee, as applicable.

Section 5.2 of the Mueller Master Community Covenant provides that all applications for original improvements and improvements not under review of the MC must be approved in advance by the NCC. The authority of the NCC will be transferred to the MC upon the later of (i) the expiration of the Development and Sale Period or (ii) such time as certificates of occupancy have been issued for all proposed structures planned for the Property. .

Section 5.3 of the Mueller Master Community Covenant provides that all modifications of existing improvements (as opposed to the expansion of existing improvements) must be approved in advance by the Modifications Committee (MC).

Section 5.4 of the Mueller Master Community Covenant specifically provides for the promulgation and enforcement of certain "Master Design Guidelines". This, the Mueller Design Book, constitutes the Master Design Guidelines as contemplated pursuant to the Mueller Master Community Covenant. The NCC and the MC, as applicable, have the specific authority to ensure each Applicant's compliance with the terms and intent of this Design Book.

Structure for the Review Authority may change from time to time subject to the Mueller Master Community Covenant.

Governmental Requirements

To the extent that any applicable government ordinance, building code or regulation imposes a more restrictive standard than the standards set forth in any Mueller Covenant described in this Design Book, the applicable government standard will control. To the extent that any applicable government standard is less restrictive, the more restrictive of the Mueller Covenants and this Design Book will control. Plans submitted to the NCC and the MC must comply with all applicable laws, codes, regulations and governmental requirements.

Interpretation: Limitation of Liability

Approval of plans and specifications is not a representation, warranty or guarantee that the structure is in compliance with governmental requirements or restrictions or requirements other than the terms of the Design Book. The NCC and/or the MC shall bear no responsibility for ensuring plans submitted comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction of any Improvements. Please be advised that this Design Book may change from time to time. A copy of the current Design Book may be obtained online at *contactus@muelleraustin.com* or from the NCC. A fee may be charged to cover reproduction costs.

Philosophy of the Mueller Design Book

This Design Book has been developed to promote cohesive and high-quality developments and projects that achieve the vision for Mueller as a compact and pedestrian-friendly, mixed-use community. It is intended to guide new development - and any modification of such new development - in ways that promote connectivity, neighborliness, activity, authenticity, sustainability and livability. The Mueller Design Book is not intended to be highly prescriptive or dictate a particular architectural style, but rather to provide performance criteria that encourage diversity, creativity and innovation in the spirit of the Austin community.

Amendments to the Design Book and Variances of Design Book Provisions

This Design Book is a dynamic document that will continue to evolve in response to changing conditions and emerging best practices. It has already been amended, and it will continue to be amended from time to time to address new opportunities and/

or circumstances. The NCC may grant reasonable variances or adjustments from any conditions and restrictions imposed by the Community Covenants and/or this Design Book in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in such instruments; provided however, no variance may be materially detrimental or injurious to other property within the Mueller community or deviate substantially from the general intent and purpose of the Community Covenants or the Design Book. Variances from the Mueller Design Book may also be granted by the NCC or the MC to allow for creative design expressions that may not have been anticipated by these Master Design Guidelines, but are found to be compatible with its intent and emerging best practices.

In the event that this Design Book is amended in a manner which makes previously-approved and completed improvements no longer compliant, compliance with the amended Design Book will be grandfathered for such improvements. Any expansion of existing improvements must comply with the amended Design Book. In the event that more than 50 percent of the value of a noncompliant improvement is destroyed or damaged, the repair or reconstruction must cause such an improvement to comply with the amended Design Book in their entirety.

The New Construction Council (NCC)

The NCC was established by the Master Development Agreement between the City of Austin and Catellus Austin, LLC and the Community Covenants to review and consider all proposed new construction at Mueller. The NCC review and approval is completely distinct from the City of Austin's development review and approval process.

The NCC consists of five voting members and additional ex-officio members appointed by the voting members who serve in a non-voting, advisory capacity. All members possess experience and expertise in one or more of the following: real estate/land development, architecture, landscape architecture, green building, land use planning and/or other similar professional design practices.

Pursuant to Section 5.2(a) of the Mueller Master Community Covenant, the New Construction Council has exclusive authority to review and act upon all applications for review of proposed original improvements within the community. Pursuant to Section 5.4(b) of the Mueller Master Community Covenant and the Master Design Guidelines, no initial site work, landscaping, structures, or other improvements may be commenced until a written application is submitted to and approved in writing by the New Construction Council.

The New Construction Council (NCC): Procedures and Submittal Requirements

To ensure that each proposed project complies with the intent of the Design Book and its Design Guidelines and is compatible with the Mueller community, the owner or owner's representative (Applicant) for a project is required to receive approval from the NCC or MC, as applicable. The submittal requirements differ according to the improvement type (single-family residential building, mixed-use building, park or open space, retail, public, etc.); the level of the review (Preliminary Design, Final Design, etc.) and its location within the Mueller community, whether in the Mueller Neighborhoods, the Employment Centers, the Aldrich Street District or in areas adjacent to Mueller, as in the case of Rathgeber Village.

The process for applying for NCC project review is managed by the Property Owner's Association (POA). Email *contactus@muelleraustin.com* for more detailed information on the submittal process and requirements.

Stages of New Construction Council (NCC) Review: There are up to six stages of NCC submittal and review for a proposed new construction project, depending on the project type, complexity and location in the community. The required submittals aim to provide a complete description of a project, primarily from its exterior, so many documents typically included in an architectural set of drawings are not required, such as interior elevations, structural and mechanical drawings, ADA compliance exhibits, etc.

The possible NCC reviews include:

1. Architectural Master Plan: required as the first stage submittal for commercial and campus sites comprised of multiple, non-single-family residential buildings. Most of these types of sites at or adjacent to Mueller have already been reviewed and approved, including Dell Children's Hospital, Regional Retail Sites at IH-35, UT's Academic Health Research Campus, Rathgeber Village, Market District, Aldrich Street District (Town Center), and the Tower District. Most of these approved Architectural Master Plans exist primarily outside of the Mueller Neighborhoods area, in the Employment Centers and the Town Center District. The Architectural Master Plan is similar to a "Conceptual Site Plan phase".

2. Preliminary Design: required as the second stage submittal for a single-building development that is part of an approved master plan anywhere in Mueller; or required as the first stage submittal for multi-lot developments in a single-family residential area in one of the Mueller Neighborhoods, that will be developed by one builder. The submittal required is similar to that of a "Schematic Design phase" set of drawings.

3. Final Design: required for all projects, and must be accompanied by a color and materials board including small samples of all of the actual exterior materials and paint color swatches to be used in the final construction of the project. The submittal required is similar to that of "Design Development phase" set of drawings. (For Open Space projects such as parks and greenways, and at the discretion of the NCC for any project, an Applicant may be allowed to provide a Combined Final Design/New Construction Document submittal.)

4. New Construction Document Package: required for all projects. The submittal required is similar to that of a "Construction Documents phase". An Austin Energy Green Building Conditional Approval is required for this phase. For projects that receive approval with no conditions, this is the last NCC approval needed prior to commencing construction.

5. New Construction Document Package Resubmittal: In the case of a project's having outstanding conditions from the NCC after the New Construction Document Package review, the Applicant must submit for a New Construction Document Package Resubmittal review. Typically, this involves submitting only those documents that attest to the condition(s) being addressed for what is typically an administrative review, i.e., not part of the monthly, full NCC review agenda.

A New Construction Document Package Resubmittal is also required if an Applicant wishes to modify the design of a project (as perceived from the exterior/outside) after having received NCC approval of its New Construction Documents Package.

6. Certificate of Compliance: All projects are required to complete the final Certificate of Compliance stage of NCC review. This review confirms that the project was constructed per the latest stage of NCC-approved documents - either the New Construction Document Package or the New Construction Document Package Resubmittal. The Applicant submits the last approved NCC-approved documents, as well as documentation of any changes to the exterior that may have been approved by the NCC through a New Construction Document Package Resubmittal during the course of construction. An Austin Energy Green Building Final Approval must be obtained to confirm compliance with Mueller's minimum green building standards. The Certificate of Compliance review and approval is conducted administratively.

Austin Energy Green Building Reviews and Approval Process: Fulfillment of green building requirements is a requirement of the NCC approval and should be coordinated directly with Austin Energy Green Building. Reviews for compliance are performed at all development phases. NCC approvals are contingent upon obtaining green building

approvals, including Conditional Approval prior to obtaining a New Construction Document Package Approval, and Final Approval prior to obtaining a Certificate of Compliance approval.

Modifications to Already Constructed Projects: Modification projects for existing improvements (as opposed to expansion) their landscape and site improvements must make application to the Modifications Committee (MC) for review and approval. This process is managed by the Property Owner's Association, and the procedures and submittal requirements may be obtained by emailing *contactus@muelleraustin.com*.

The Modifications Committee (MC)

The MC was established by the Community Covenants to review and consider all alterations or modifications proposed of completed construction at Mueller. The MC review and approval is completely distinct from the City of Austin's development review and approval process.

The MC consists of five voting members appointed by the Mueller Master Community Board of Directors.

Pursuant to Section 5.2(a) of the Mueller Master Community Covenant, the Modifications Committee has exclusive authority to review and act upon all applications for review of proposed modifications to improvements within the community pursuant to the criteria of the Mueller Design Book and the Modification Guidelines document. Pursuant to Section 5.4(b) of the Mueller Master Community Covenant and the Master Design Guidelines, no modifications may be commenced until a written application is submitted to and approved in writing by the Modifications Committee.

Modifications Committee (MC): Procedures and Submittal Requirements

The process for applying for MC project review is managed by the Property Owner's Association, and the process and the submittal requirements are detailed in the Modification Guidelines document available by emailing *contactus@muelleraustin.com*.

Fees

As provided in Section 5.7 of the Mueller Master Community Covenant, the NCC and MC may establish and charge reasonable fees for their review as required by the Mueller Covenants and this Design Book and may require that such fees be paid in advance.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
September 19 2017 01:10 PM
FEE: $ 758.00 **2017150480**

ELECTRONICALLY RECORDED 2018012632
TRV 21 PGS

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
WINSTEAD PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

MUELLER

REFILING OF NOTICE OF PRIVATE TRANSFER FEE OBLIGATION

Travis County, Texas

NOTE: THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE TERMS OF THIS NOTICE IF SUBJECT TO THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANTS – MUELLER COMMUNITY FEE, RECORDED UNDER DOCUMENT NO. 2006050355 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED (THE "***DECLARATION***").

GRANTOR: MUELLER FOUNDATION, A TEXAS NON-PROFIT CORPORATION

MUELLER

REFILING OF NOTICE OF PRIVATE TRANSFER FEE OBLIGATION

This Refiling of Notice of Private Transfer Fee Obligation (the "**Refiled Notice**"), is made by **MUELLER FOUNDATION,** a Texas nonprofit corporation (the "**Foundation**") as follows:

RECITALS

A. Catellus Austin, LLC, a Delaware limited liability company ("**Declarant**") has caused to be filed that certain Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006050355, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006117412, Official Public Records of Travis County, Texas, that certain Second Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006193525, Official Public Records of Travis County, Texas, that certain Third Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2010139965, Official Public Records of Travis County, Texas, that certain Fourth Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2012011106, Official Public Records of Travis County, Texas, and that certain Fifth Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2017105247, Official Public Records of Travis County, Texas as the same may be amended and supplemented from time to time (the "**Declaration**"). All terms not otherwise defined herein shall have the definitions as those set forth in the Declaration or other instruments referenced therein.

B. Pursuant to that certain Assignment of Rights, recorded as Document No. 2012157077 in the Official Public Records of Travis County, Texas (the **"Assignment"**), Declarant assigned all of its rights and obligations under the Declaration to the Foundation, including but not limited to, the right to enforce the Declaration's terms and conditions and collect the Community Fee, establish the Fund Committee and the Community Investment Fund to receive and distribute the proceeds from collecting the Community Fee, and the right to perform all other such obligations as further set forth in the Declaration, as further described below.

C. The Declaration is intended to encumber certain real property described in the Declaration and made part of the Mueller Residential and Commercial Community (the **"Community"**) located in Travis County, Texas, according to the terms and conditions of the Declaration and pursuant to the property described in the Declaration and as reflected in the Final Plat(s) thereof recorded in the Real Property Records of Travis County, Texas, and all additional property made subject to the Declaration pursuant to an Annexation Notice as more fully set forth in the Declaration and as executed and recorded in the Official Public Records of Travis County, Texas (the "**Property**").

D. The terms, conditions and covenants of the Declaration require the Board of Mueller Master Community, Inc., the master community association created pursuant to the Declaration to administer the terms and conditions of the Declaration (the **"Board"**) or the Fund Committee of the Foundation, to establish a Community Investment Fund for purposes of depositing, receiving and distributing the proceeds of a Community Fee payable upon the non-exempt transfer of property in the Community (the **"Transfer Fee"**). Pursuant to the Assignment, such rights are now solely vested in the Foundation.

E. The purpose of the Transfer Fee is to provide funding to help achieve the objectives set forth in the Declaration to provide methods and

funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Community.

F. Texas Property Code Section 5.201, *et seq.* provides that certain "private transfer fees" created on or after the effective date of House Bill 8 enacted by the 82nd Texas Legislature on June 17, 2011 (the **"Act"**) are void prospectively, but that any party receiving a "private transfer fee obligation" created by instrument prior to the effective date of the Act must file a Notice of Private Transfer Fee Obligation in the real property records. Therefore, the requirements of the Act in regard to the Transfer Fee and the Property were satisfied by the previous recordation of that certain Notice of Private Transfer Fee Obligation for Mueller, as Document No. 2012014260 in the Official Public Records of Travis County, Texas (the "**Notice**").

G. Pursuant to Texas Property Code Section 5.203(d)(1), the Notice is required to be refiled in the real property records not earlier than the thirtieth (30th) day before the third (3rd) anniversary of the original filing date, which was on January 30, 2012, and within a similar thirty (30) day period every third (3rd) year thereafter. In compliance with such provision, a refiled Notice was recorded in the Official Public Records of Travis County, Texas after December 31, 2014 but before January 30, 2015, on January 8, 2015, as Document No. 2015003372 in the Official Public Records of Travis County, Texas (the "**First Refiled Notice**"). Pursuant to Texas Property Code Section 5.203(d)(1), this Refiled Notice is being recorded in the Official Public Records of Travis County, Texas after December 31, 2017 but before January 30, 2018.

NOW, THEREFORE, it is hereby declared that upon the recordation of this Refiled Notice: (i) the Property will continue to be held, sold, conveyed, and occupied subject to the terms and provisions of this Refiled Notice which shall run with such Property and shall be binding upon all

parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the terms and provisions of this Refiled Notice regardless of whether or not the same are set out in full or by reference in said contract or deed.

1. <u>Amount of Transfer Fee and the Method of Determination</u>

The amount of the Transfer Fee shall be an assessment payable at closing calculated as follows:

> The Community Fee shall be payable upon the Transfer of any Unit located in the Community, not including the exclusions therefor as set forth in the Declaration. The Community Fee shall be calculated by multiplying the Transfer Price by .0025.
>
> "Transfer" means, for the purposes of the Community Fee, any conveyance, assignment, lease, sublease or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but "Transfer" shall not mean or include any conveyance, assignment, lease, sublease or other grant or conveyance of beneficial ownership of a Unit expressly excluded under the Declaration.

"Transfer Price" means the greater of: (i) the price paid by the Transferee for the Unit; or (ii) the value of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes; provided, however, that in the case of a lease or sublease (including all further subleases), the "Transfer Price" means the present value of all rentals due and owing under the lease or sublease of the Unit discounted at a rate equal to 5.0%. If the Transfer is for a portion of the Unit, the Transfer Price means the greater of: (a) the price paid by the Transferee for such portion of the Unit; or (b) the value of such portion of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes, except in the case of a non-exempt lease or sublease as defined in the Declaration. "Valuation" means the appraised value without giving effect to any applicable tax exemptions.

2. Date or Any Circumstances Under Which the Transfer Fee Expires (if any)

The Transfer Fee shall not expire.

3. The Purpose for Which the Money from the Transfer Fee will Be Used

The purpose of the Transfer Fee is to provide funding to help achieve the objectives set forth in the Declaration for the Declarant to provide methods and funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Community.

4. The Name of Payee and Payee's Contact Information

Mueller Foundation
4550 Mueller Blvd.
Austin, Texas 78723
Tel. (512) 703-9202

5. Name and Address of Payee of Record to Whom the Transfer Fee Must Be Sent

Mueller Foundation
c/o Executive Director, Patti Summerville
4550 Mueller Blvd.
Austin, Texas 78723
Tel. (512) 703-9202

6. Legal Description of the Property Subject to the Transfer Fee

All of that certain real property described in the Declaration identified as the Mueller Residential and Commercial Community, located in Travis County, Texas, according to the Final Plat thereof recorded in the Real Property Records of Travis County, Texas, and all Additional Property made subject to the Declaration pursuant to a Notice of Annexation as more fully set forth in the Declaration and as executed and recorded in the Official Public Records of Travis County, Texas as reflected in Exhibit "A" attached hereto.

EXECUTED to be effective the 29th day of January, 2018.

GRANTOR:

MUELLER FOUNDATION, a Texas 501(c)(3) nonprofit corporation

By: _____

Patti Summerville, Executive Director

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 29th day of January, 2018 by Patti Summerville, Executive Director of Mueller Foundation, a Texas 501(c)(3) nonprofit corporation on behalf of said corporation.

(SEAL)

VANESSA MCCANN
Notary Public, State of Texas
Comm. Expires 08-28-2021
Notary ID 10960267

_____
Notary Public Signature

EXHIBIT "A"
LEGAL DESCRIPTION

Catellus Austin Retail, LP Surplus Tract: Lot 1, Block A, Catellus Austin Retail, LP Surplus Tract, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700215 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Mueller Retail Phase A: Lot 1A, 2A and 3A, Block "E", Mueller Retail Phase A, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200900180 in the Official Public Records of Travis County, Texas, Parcel: UC-2

Section 1 Phase A: Lot 1A, 2A, 3A, Block A, Resubdivision of Lot 1, Block "A", Mueller Section 1 Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200600002 in the Official Public Records of Travis County, Texas, Parcel: UC-4

Section 1 Phase A: Lots 1A and 1C, Resubdivision of Lot 1, Block "B", Mueller Section 1, Phase A Subdivision, according to the map or plat recorded as Document No. 200900182 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Section 1 Phase A: Lots 1B-1 and 1B-2, Resubdivision of Lot 1B, Resubdivision of Lot 1, Block "B", Mueller Section 1, Phase A Subdivision, according to the map or plat recorded as Document No. 201000132 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Section 1 Phase A: Lot 1, Block C, Mueller Section 1 Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200400079 in the Official Public Records of Travis County, Texas, Parcel: UC-3

Section 1B-1: Lot 3, Block 5, MUELLER SECTION 1B-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201600289 in the Official Public Records of Travis County, Texas, Parcel N1e

Section IC: Lots 13-26, Block 8 and Lots 1-8 and 28-35, Block 9, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section IC: Lots 1-12, Block 8, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section IC: Lots 9-26, Block 9, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section II-B: Lot 4, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7a

Section II-B: Lot 1, Block 28, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-8

Section II-B: Lot 3, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7B

Section II-B: Lot 1, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7c

Section 2C-1: Lot 1, Block 22, MUELLER SECTION 2C-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201300016 in the Official Public Records of Travis County, Texas, Parcel: TC-6

Section 2C-2: Lot 1, Block 4A, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: N1d1

Section 2C-2: Lot 1, Block 4B, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: N1d2

Section 2C-2: Lot 3, Block 1, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: UC-5b

Section III: Lot 1, Block D, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-3

Section III: Lot 1, Block A, Mueller Section III Resubdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700270 in the Official Public Records of Travis County, Texas, Parcel: TC-9

Section III: Lot 2, Block A, Mueller Section III Resubdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700270 in the Official Public Records of Travis County, Texas, Parcel: TC-9B

Section III: Lot 1, Block B, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-1B

Section III: Lot 2, Block B, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-1A

Section III: Lot 1, Block C, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-2

Section IV: Lots 1-34, Block 32, Lots 1-25, Block 33, Lots 9-15, Block 34, Lots 1-28, Block 37, Lots 1-11, Block 38, Lots 13-26, Block 38, Lots 1-26, Block 39, Lots 1-30, Block 40, Lots 1-27, Block 45, Lots 1-26, Block 46, Lots 1-22, Block 47, Lots 1-25, Block 51, Lots 1-22, Block 52, Lots 1-26, Block 54, Lots 1-27, Block 55, Lots 3-15, Block 56, Amended Plat of Mueller Section IV Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700092 in the Official Public Records of Travis County, Texas, Parcels: N2b, N2c, N2e, N2g, N2h

Section V: Lots 23-27, Block 29; Lots 3-21, Block 31; Lots 1-8 and 16-22, Block 34; Lots 1-14 and Lots 16-26, Block 35; and Lots 1-27, Block 36, Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700185 in the Official Public Records of Travis County, Texas and Lots 1, 2, 22, 23, Block 31, Resubdivision of Lots 1 and 2, Block 31 Mueller Section V

Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000105 in the Official Public Records of Travis County, Texas, Parcels: N1j, N2a, N2d

Section V: Lots 1-30, Block 41; Lots 1-26, Block 42; Lots 1-26, Block 43; Lots 1-19, Block 49; Lots 1-27, Block 50; Lots 1-24, Block 53; Lots 1-2 and 16-26, Block 56; Lots 1-25, Block 57; and Lots 1-25, Block 58, Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700185 in the Official Public Records of Travis County, Texas , Parcels: N2f, N2i, N2j

Section V: Lots 1-17, 19-34, and 36-51, Block 59B, Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000069 in the Official Public Records of Travis County, Texas, Parcel: N2j

Section V: Lots 4-7, Block 59A, Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100092 in the Official Public Records of Travis County, Texas, Parcel: N2j

Section V: Lots 1-3, and 8, Block 59A, Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100092 in the Official Public Records of Travis County, Texas, Parcel: N2jb and N2jc

Section VI: Lots 1, 2, 15, and 16, Block 29, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1i

Section VI: Lots 1-14 and 16-22, Block 25, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat

recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-14, Block 24, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-7, Block 19, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-8, Block 18; Lots 8-9 and 11-12, Block 19; and Lots 1-8, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g and N1h

Section VI: Lots 14-20 and 22-35, Block 19, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 15-22, Block 24 and Lots 10-17, Block 26, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 18-28, Block 26, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 19-26, Block 18 and Lots 17-24, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to

the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 23-29, Block 25, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 23-31, Block 24; Lots 1-9, Block 26 and Lots 3-14, Block 29, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h and N1i

Section VI: Lots 27-34, Block 18 and Lots 9-16 and 25-32, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 9-18, Block 18, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VIIA: Lot 1, Block 94A, Mueller Section VIIA Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000093 in the Official Public Records of Travis County, Texas, Parcel: N3l

Section VII-B: Lots 1 and 2, Block 61, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100201 in the Official Public Records of Travis County, Texas, Parcel: NEa

Section VII-B: Lot 1A, Block 1, Amended Plat of Block 1, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according

to the map or plat recorded as Document No. 201200206 in the Official Public Records of Travis County, Texas, Parcel: UC-5C

Section VII-D: Lots 3, 4, and 5, Block 61, Mueller Section VII-D Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200222 in the Official Public Records of Travis County, Texas, Parcel: NEa2

Section VII-B: Lot 2A, Block 1, Amended Plat of Block 1, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200206 in the Official Public Records of Travis County, Texas, Parcel: UC-5a

Section VII-C: Lots 13-19 and 35-39, Block 95; Lots 1-6, Block 96; and Lots 26-30, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 9-22 and 24-37, Block 106, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 32-39, Block 96, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 1-8, Block 106, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 1-12, Block 95, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to

the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 7-12, Block 96 and Lots 1-10, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 20-26 and 28-34, Block 95 and Lots 11-17 and 19-25, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 13-30, Block 96, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 30-32, Block 84 and Lots 9-12, Block 90, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel N3g

Section VII-C: Lots 21-29, Block 84; Lots 1-5 and 19-23, Block 85; Lots 1-8, Block 90; and Lots 1-4 and 49-52, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel N3g and N3h

Section VII-C: Lots 11-13, 15-32, and 34-48, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel N3h

Section VII-C: Lots 6-11 and 13-18, Block 85, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel N3g

Section VII-C: Lots 1-20, Block 84; Lots 13-23, Block 90; and Lots 5-10 and 53-58, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel N3g and N3h

Section VII E: Lots 9-17, Block 61, Mueller Section VII E Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500200, Parcel NEa3

Section VII E and Section IX: Lots 1-8, Block 61, Mueller Section VII E Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500200 and Lots 1-7, Block 62, Lots 1-7, Block 63 and Lots 1-7, Block 64, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel NE3a and N4a

Section IX: Lots 17-21, Block 73, and Lots 3-7, Block 75, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4b and N3a

Section IX: Lots 5-8, 10-17, 19-22, 30-33, 35-42 and 44-47, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3b

Section IX: Lots 2-10, Block 78, and Lots 2-4, 6-11 and 20-25, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3b

Section IX: Lots 10-19, Block 75, Lots 1 and 11, Block 78, Lots 2-3, Block 79, and Lots 1 and 5, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3a and N3b

Section IX: Lots 1 and 4, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3b

Section IX: Lots 1-2 and 8-9, Block 75, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3a

Section IX: Lots 23-29, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3b

Section IX: Lots 12-27, Block 78, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3b .

Section IX: Lots 12-19, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N3b

Section IX: Lots 14-15, Block 63, Lots 18-19, Block 64, Lots 3-4 and Lots 25 and 29, Block 68, and Lots 3-4 and Lots 25 and 29, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4a

Section IX: Lots 1, 2, 15 and 16, Block 73, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4b

Section IX: Lots 13 and 16, Block 63, Lots 17 and 20, Block 64, Lots 2 and 5, Block 68, and Lots 2 and 5, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4a

Section IX: Lots 17-26, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4a

Section IX: Lots 8-13, Block 62, Lots 8-12 and 18-22, Block 63, Lots 21-25, Block 64, Lots 9-16, Block 67, Lots 26-28, Block 68, Lots 26-28, Block 69, and Lots 3-14, Block 73, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4a and N4b

Section IX: Lots 6-14, and 16-24, Block 68 and Lots 6-14, and 16-24, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4a

Section IX: Lots 14-30, Block 62, Lots 8-15, Block 64, and Lots 1-8, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel N4a

Section 10 B: Lot 12, Block 111B, Mueller Section 10 B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201700246 in the Official Public Records of Travis County, Texas, Parcel Neb

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
January 29 2018 11:40 AM
FEE: $ 106.00 **2018012632**

ELECTRONICALLY RECORDED 2018182655
TRV 5 PGS

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SIXTH AMENDMENT TO

MUELLER MASTER COMMUNITY COVENANT

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, and as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, and as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records.

SIXTH AMENDMENT TO MUELLER MASTER COMMUNITY COVENANT

This Sixth Amendment to Mueller Master Community Covenant (this "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously caused to be recorded the Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, and as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records (as so amended, the "**Master Covenant**").

B. Pursuant to *Section 20.2(a)* of the Master Covenant, the Master Declarant may, with the prior written consent of the City of Austin, amend the Master Covenant by recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Master Declarant. The City of Austin hereby consents to this Amendment by its execution of this instrument in the space provided below.

NOW, THEREFORE, Master Declarant hereby amends and modifies the Master Covenant as follows:

1. **Development and Sale Period**. The definition of "Development and Sale Period" set forth in *Section 2.1* of the Master Covenant is hereby deleted in its entirety, and the following is substituted in its place:

> The "**Development and Sale Period**" is the period of time beginning on the date when this Covenant has been recorded in the Official Public Records of Travis County, Texas, and ending on December 31, 2024, provided that such period of time may be extended to December 31, 2034 by a recorded instrument executed by the Declarant and consented to by the City of Austin. The Development and Sale Period may be terminated at any time by a recorded instrument executed by the Declarant and consented to by the City of Austin. The Development and Sale Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of

the Property, or the right to direct the size, shape and composition of the Property. The Development and Sale Period is for a term of years and does not require that Declarant own any portion of the Property.

2. **Required Insurance Coverage**. *Section 11.1(a)(ii)* and *(iii)* are hereby deleted in their entirety from the Master Covenant.

3. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written.

[SIGNATURE PAGE AND ACKNOWLEDGEMENTS FOLLOW]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Travis County, Texas.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11 day of April, 2018 by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal) VANESSA MCCANN Notary Public, State of Texas Comm. Expires 08-28-2021 Notary ID 10960267

_____
Notary Public Signature

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

CONSENT PROVIDED PURSUANT TO
***SECTION 20.2(a)* OF THE MASTER COVENANT:**

THE CITY OF AUSTIN, a Texas home rule city and municipal corporation

By: Lauraine Rizer
Lauraine Rizer, Officer, Office of Real Estate Services

Date: April 10, 2018

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10 day of April, 2018, by Lauraine Rizer, Officer, Office of Real Estate Services of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

MELISSA TORRES
My Notary ID # 011677893
Expires July 29, 2019

Melissa Torres
Notary Public Signature

Approved as to content:

By: Sylnovia Holt-Rabb
Sylnovia Holt-Rabb
Interim Deputy Director, Economic Development Department

Approved as to form:

By: Katherine Kuzmickas
Katherine Kuzmickas
Assistant City Attorney

11-GF# 201802418 ALF
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

4830-4103-4318v.4
59630-2 3/28/2018

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
November 26 2018 03:08 PM
FEE: $ 42.00 **2018182655**

ELECTRONICALLY RECORDED 2018182656
TRV 16 PGS

AFTER RECORDING RETURN TO:
Robert D. Burton
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
rburton@winstead.com

OMNIBUS AMENDMENT TO MUELLER SUPPLEMENTAL COVENANTS [ROW HOUSE]

Travis County, Texas

Pertaining to: Lots 27-34, Block 32; Lots 8-25, Block 33; and Lots 17-30, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas.

Lots 19-26, Block 38; Lots 10-17, Block 39; and Lots 10-16, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 34; Lots 1-8, Block 35; and Lots 1-14, Block 41, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas.

Lots 12-27, Block 36; Lots 15-21, Block 41; Lots 13-20, Block 42; and Lots 12-26, Block 43, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas.

Lots 12-27, Block 50, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas.

Lots 5-7, Block 59A out of Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100092 of the Official Public Records of Travis County, Texas.

Lots 15-22, Block 24; and Lots 10-17, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 1-14, Block 24, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 18-28, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 18; Lots 8-9 and 11-12, Block 19; and Lots 1-8, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 9-18, Block 18, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 19-26, Block 18; and Lots 17-24, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 27-34, Block 18; and Lots 9-16 and Lots 25-32, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 1-12, Block 8, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas

Lots 9-26, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas.

Lots 13-26, Block 8; and Lots 1-8 and 28-35, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 106, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 13-30, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 7-12, Block 96; and Lots 1-10, Block 97, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 32-39, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 1-12, Block 95, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 1-20, Block 84; Lots 13-23, Block 90; and Lots 5-10 and 53-58, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 11-13, 15-32, and 34-48, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 12-27, Block 78, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 12-19, Block 80, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 5-8, 10-17, 19-22, 30-33, 35-42 and 44-47, Block 79, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 23-29, Block 79, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas, and Lots 1-7, Block 62, Lots 1-7, Block 63 and Lots 1-7, Block 64, of Mueller Section IX Subdivision, a subdivision located in

Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 14-30, Block 62, Lots 8-15, Block 64, and Lots 1-8, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 6-14 and 16-24, Block 68 and Lots 6-14 and 16-24, Block 69, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 17-26, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 9-17, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas.

Lots 5-8, 11-18, 21-24, 32-35, 38-45 and 48-51, Block 82, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 19-26, Block 81, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 7-10 and 17-20, Block 65B, Lots 15-22, Block 70A, and Lots 7-14, Block 70B, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 18-21, Block 65A, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 8-15, Block 83, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 1-11, Block 65A, Lots 1-6, Block 65B, and Lots 7-14, Block 70A, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 12-17, Block 65A, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Cross Reference to Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended, Mueller Mixed-Use Community Covenant, recorded as Document No. 2004238009, Official Public Records of Travis County, Texas, as amended, and Mueller Design Book, recorded as Document No. 2005193821, Official Public Records of Travis County, Texas, as amended.

OMNIBUS AMENDMENT

TO MUELLER SUPPLEMENTAL COVENANTS

This Omnibus Amendment to Mueller Supplemental Covenants (this "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously executed and recorded the following documents (collectively referred to herein as the "**Row House Supplemental Covenants**"):

1. Mueller Supplemental Covenant recorded as Document No. 2007182862 of the Official Public Records of Travis County, Texas, pertaining to Lots 27-34, Block 32; Lots 8-25, Block 33; and Lots 17-30, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas;

2. Mueller Supplemental Covenant recorded as Document No. 2007182863 of the Official Public Records of Travis County Texas, pertaining to Lots 19-26, Block 38; Lots 10-17, Block 39; and Lots 10-16, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas;

3. Mueller Supplemental Covenant recorded as Document No. 2008108147 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 34; Lots 1-8, Block 35; and Lots 1-14, Block 41, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas;

4. Mueller Supplemental Covenant recorded as Document No. 2008108148 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-27, Block 36; Lots 15-21, Block 41; Lots 13-20, Block 42; and Lots 12-26, Block 43, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas;

5. Mueller Supplemental Covenant recorded as Document No. 2009001459 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-27, Block 50, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to

the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas (the "**Flex Home Supplemental Covenant**");

6. Mueller Supplemental Covenant recorded as Document No. 2011179973 of the Official Public Records of Travis County, Texas, pertaining to Lots 5-7, Block 59A out of Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100092 of the Official Public Records of Travis County, Texas;

7. Mueller Supplemental Covenant recorded as Document No. 2012130156 of the Official Public Records of Travis County, Texas, pertaining to Lots 15-22, Block 24; and Lots 10-17, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

8. Mueller Supplemental Covenant recorded as Document No. 2012130157 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-14, Block 24, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

9. Mueller Supplemental Covenant recorded as Document No. 2012130155 of the Official Public Records of Travis County, Texas, pertaining to Lots 18-28, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

10. Mueller Supplemental Covenant recorded as Document No. 2012213542 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 18; Lots 8-9 and 11-12, Block 19; and Lots 1-8, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

11. Mueller Supplemental Covenant recorded as Document No. 2012213541 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-18, Block 18, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

12. Mueller Supplemental Covenant recorded as Document No. 2012213544 of the Official Public Records of Travis County, Texas, pertaining to Lots 19-26, Block 18; and Lots 17-24, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis

County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

13. Mueller Supplemental Covenant recorded as Document No. 2012213543 of the Official Public Records of Travis County, Texas, pertaining to Lots 27-34, Block 18; and Lots 9-16 and Lots 25-32, Block 20 of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

14. Mueller Supplemental Covenant recorded as Document No. 2013222618 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-12, Block 8, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas;

15. Mueller Supplemental Covenant recorded as Document No. 2013222619 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-26, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas;

16. Mueller Supplemental Covenant recorded as Document No. 2013222620 of the Official Public Records of Travis County, Texas, pertaining to Lots 13-26, Block 8; and Lots 1-8 and 28-35, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas;

17. Mueller Supplemental Covenant recorded as Document No. 2014139164 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 106, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

18. Mueller Supplemental Covenant recorded as Document No. 2014139165 of the Official Public Records of Travis County, Texas, pertaining to Lots 13-30, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

19. Mueller Supplemental Covenant recorded as Document No. 2014139167 of the Official Public Records of Travis County, Texas, pertaining to Lots 7-12, Block 96; and Lots 1-10, Block 97, of the Amended Plat of Mueller Section VII-C Subdivision, a

subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

20. Mueller Supplemental Covenant recorded as Document No. 2014139168 of the Official Public Records of Travis County, Texas, pertaining to Lots 32-39, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

21. Mueller Supplemental Covenant recorded as Document No. 2014139169 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-12, Block 95, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

22. Mueller Supplemental Covenant recorded as Document No. 2015030246 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-20, Block 84; Lots 13-23, Block 90; and Lots 5-10 and 53-58, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

23. Mueller Supplemental Covenant recorded as Document No. 2015030250 of the Official Public Records of Travis County, Texas, pertaining to Lots 11-13, 15-32, and 34-48, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

24. Mueller Supplemental Covenant recorded as Document No. 2016068538 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-27, Block 78, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

25. Mueller Supplemental Covenant recorded as Document No. 2016068540 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-19, Block 80, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

26. Mueller Supplemental Covenant recorded as Document No. 2016068598 of the Official Public Records of Travis County, Texas, pertaining to Lots 5-8, 10-17, 19-22, 30-33, 35-42 and 44-47, Block 79, of Mueller Section IX Subdivision, a subdivision in

Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

27. Mueller Supplemental Covenant recorded as Document No. 2016068600 of the Official Public Records of Travis County, Texas, pertaining to Lots 23-29, Block 79, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

28. Mueller Supplemental Covenant recorded as Document No. 2017009665 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas, and Lots 1-7, Block 62, Lots 1-7, Block 63 and Lots 1-7, Block 64, of Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

29. Mueller Supplemental Covenant recorded as Document No. 2017009667 of the Official Public Records of Travis County, Texas, pertaining to Lots 14-30, Block 62, Lots 8-15, Block 64, and Lots 1-8, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

30. Mueller Supplemental Covenant recorded as Document No. 2017009796 of the Official Public Records of Travis County, Texas, pertaining to Lots 6-14 and 16-24, Block 68 and Lots 6-14 and 16-24, Block 69, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

31. Mueller Supplemental Covenant recorded as Document No. 2017009797 of the Official Public Records of Travis County, Texas, pertaining to Lots 17-26, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

32. Mueller Supplemental Covenant recorded as Document No. 2018011876 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-17, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas.

33. Mueller Supplemental Covenant recorded as Document No. 2018056759 of the Official Public Records of Travis County, Texas, pertaining to Lots 5-8, 11-18, 21-24, 32-35, 38-45 and 48-51, Block 82, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

34. Mueller Supplemental Covenant recorded as Document No. 2018056762 of the Official Public Records of Travis County, Texas, pertaining to Lots 19-26, Block 81, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

35. Mueller Supplemental Covenant recorded as Document No. _____ of the Official Public Records of Travis County, Texas, pertaining to Lots 7-10 and 17-20, Block 65B, Lots 15-22, Block 70A, and Lots 7-14, Block 70B, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

36. Mueller Supplemental Covenant recorded as Document No. _____ of the Official Public Records of Travis County, Texas, pertaining to Lots 18-21, Block 65A, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

37. Mueller Supplemental Covenant recorded as Document No. _____ of the Official Public Records of Travis County, Texas, pertaining to Lots 8-15, Block 83, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

38. Mueller Supplemental Covenant recorded as Document No. _____ of the Official Public Records of Travis County, Texas, pertaining to Lots 1-11, Block 65A, Lots 1-6, Block 65B, and Lots 7-14, Block 70A, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

39. Mueller Supplemental Covenant recorded as Document No. _____ of the Official Public Records of Travis County, Texas, pertaining to Lots 12-17, Block 65A, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. _____ of the Official Public Records of Travis County, Texas.

B. Pursuant to the amendment provisions contained in *Article 3* of the Row House Supplemental Covenants, Master Declarant may unilaterally amend the Row House Supplemental Covenants for any purpose during the Development and Sale Period. The Development and Sale Period is currently in effect.

C. Pursuant to *Section 1.5* of the Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), the City of Austin must consent to any supplemental covenant which contains covenants, restrictions, conditions, limitations and/or easements affecting all or any portion of the Community (as defined in the Master Covenant). The City of Austin does hereby consent to this Amendment by its execution of this instrument.

D. Master Declarant desires to amend the Row House Supplemental Covenants as set forth herein.

NOW, THEREFORE, the Master Declarant hereby amends and modifies the Row House Supplemental Covenants as follows:

1. Insurance. The following is hereby added (or if subsection (f) already exists, the following replaces subsection (f)) in the Section entitled "Notice of Service Area" located in *Article 3* of the Row House Supplemental Covenants [located either in *Section 3.02* or *3.03* of each Row House Supplemental Covenant]:

> (f) Insurance Coverage Provided by the Master Association. Notwithstanding anything contained herein to the contrary, within the service area(s) designated by this Supplemental Covenant, the Master Association, as a Service Area Expense, will obtain and maintain property insurance on each Owner's Dwelling Unit (the "**Dwelling Property Insurance**"). The Dwelling Property Insurance is intended to provide insurance coverage to restore the Dwelling Units covered by the Dwelling Property Insurance to the Dwelling Unit's original as-built condition, being the condition of the Dwelling Unit as originally constructed excluding improvements and betterments installed by the Owner and excluding personal property of an Owner or their guest or invitees. Each Owner is advised that the Dwelling Property Insurance obtained by the Master Association may be less than the actual value of the Dwelling Unit, will not cover improvements and betterments installed by the Owner, and will not cover personal property of an Owner or their guest or invitees. Notwithstanding the foregoing, the Master Association may elect to obtain a property insurance policy that covers improvements and betterments installed by the Owner.

Each Owner is advised to contact the Owner's insurance agent to determine and obtain additional insurance coverage for improvements and betterments installed by the Owner and personal property of the Owner or their guest or invitees. The Master Association will make available, or provide to each Owner upon written request, a copy of the Dwelling Property Insurance obtained and maintained by the Master Association.

EACH OWNER SHALL RELEASE AND HOLD HARMLESS THE MASTER ASSOCIATION AND MASTER DECLARANT, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY LIABILITY AND/OR ANY DAMAGES RELATED TO THE AMOUNT, COVERAGES, ENDORSEMENTS, AND/OR EXCLUSIONS ASSOCIATED OR ATTRIBUTABLE TO THE DWELLING PROPERTY INSURANCE, IT BEING UNDERSTOOD AND AGREED THAT EACH OWNER SHALL HAVE THE SOLE AND EXCLUSIVE RESPONSIBILITY TO OBTAIN AND MAINTAIN PROPERTY INSURANCE COVERING THE DWELLING OR PERSONAL PROPERTY NOT EXPRESSLY INSURED BY THE DWELLING PROPERTY INSURANCE.

The Master Association shall have the right and authority to allocate the premiums attributable to the Dwelling Property Insurance to each Dwelling Unit, which allocation may be a fixed amount irrespective of the size or location of the Dwelling Unit, or in accordance with an alternative methodology determined from time to time by the Master Board provided such methodology is consistently applied. To the extent the Master Association obtains coverage for additional Units not subject to this Amendment (the "**Other Units**"), but otherwise subject to the terms and provisions of the Master Covenant, the Master Association shall have the right and authority to allocate the premiums attributable to the Dwelling Property Insurance to each Dwelling Unit and Other Units, which allocation may be a fixed amount irrespective of the size or location of the Dwelling Unit and Other Units, or in accordance with an alternative methodology determined from time to time by the Board provided such methodology is consistently applied. The amounts allocated by the Master Association for premiums attributable to the Dwelling Property Insurance is secured by the lien reserved in the Master Covenant for assessments and may be collected by any means provided in the Master Covenant for the collection of assessments, including, but not limited to, foreclosure of such liens.

2. **Maintenance Responsibility Chart**. To the extent that each Row House Supplemental Covenant includes a Maintenance Responsibility Chart attached as Exhibit "A-1" or Attachment 1-B, the following is added (or if "Property insurance" already exists in such Maintenance Responsibility Chart, the following replaces "Property insurance") in the Maintenance Responsibility Chart attached as Exhibit "A-1" or Attachment 1-B of the Row House Supplemental Covenants:

Property insurance.	Property insurance on each Owner's Dwelling Unit, at a value to be determined from time to time by the Master Association.	As determined, from time to time by the Master Association; provided, however, that such insurance will not cover improvements and betterments installed by the Owner and will not cover personal property of an Owner or their guest or invitees.

3. **Flex Home Supplemental Covenant**. This Section shall not apply to all of the Row House Supplemental Covenants, but shall only apply to the Flex Home Supplemental Covenant. *Section 5* and *Section 6* of Exhibit "A" attached to the Flex Home Supplemental Covenant are hereby deleted in their entirety.

4. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Row House Supplemental Covenants remain in full force and effect as written, and are hereby ratified and confirmed.

[*SIGNATURE PAGES FOLLOW*]

EXECUTED to be effective as of the 26 day of November 2018.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14 day of Nov. 2018, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

VANESSA MCCANN
Notary Public, State of Texas
Comm. Expires 08-28-2021
Notary ID 10960267

_____
Notary Public Signature

CONSENT PROVIDED PURSUANT TO *SECTION 1.5* OF THE MASTER COVENANT:

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

By: _____
Alex Gale, Interim Officer, Office of Real Estate Services

Date: November 19, 2018

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14 day of November, 2018 by Alex Gale, Interim Officer, Office of Real Estate Services of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

JESSICA ARANDA
My Notary ID # 130647226
Expires October 4, 2020

Notary Public Signature

Approved as to content:

By: _____
Sylnovia Holt-Rabb
Interim Deputy Director, Economic Development Department

Approved as to form:

By: Katherine Kuzmickas
Katherine Kuzmickas
Assistant City Attorney

4844-3173-1259v.12

59630-2 11/7/2018

11-GF# 2019002418 ALF
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
November 26 2018 03:08 PM
FEE: $ 86.00 **2018182656**

DB
292

✓AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

292 pgs 2019138617

FIRST AMENDMENT TO AMENDED AND RESTATED MUELLER DESIGN BOOK

Travis County, Texas

Cross Reference to that certain Mueller Master Community Covenant, recorded as Document No 2004238007 in the Official Public Records of Travis County, Texas, as amended; and that certain Amended and Restated Mueller Design Book, recorded as Document No. 2017150480 in the Official Public Records of Travis County, Texas, as may be amended from time to time

FIRST AMENDMENT TO AMENDED AND RESTATED MUELLER DESIGN BOOK

This First Amendment to Amended and Restated Mueller Design Book (the "**First Amendment**") is made and executed by the **NEW CONSTRUCTION COUNCIL** (the "**NCC**") established pursuant to the terms and provisions of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), and is as follows:

RECITALS:

A. The NCC previously recorded that certain Amended and Restated Mueller Design Book, recorded as Document No. 2017150480 in the Official Public Records of Travis County, Texas, as may be amended from time to time (the "**Design Book**").

B. Pursuant to *Section 5.4(a)* of the Master Covenant, the NCC has the authority to amend the Design Book so long as the NCC has review authority under *Section 5.2(a)* of the Master Covenant. The NCC has review authority under *Section 5.2(a)* of the Master Covenant.

C. The NCC desires to and hereby so does amend and supplement the Design Book, as set forth herein.

D. In accordance with *Section 5.4(a)* of the Master Covenant, an amendment to the Design Book must be executed by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company (the "**Master Declarant**"), and the City of Austin. The Master Declarant and the City of Austin have executed this First Amendment to evidence their consent to the amendment of the Design Book, as set forth herein.

NOW, THEREFORE, the NCC hereby amends and supplements the Design Book as follows:

1. **Appendix A through Appendix G.** The Design Book is amended and supplemented with the following appendices attached hereto as Exhibit "A":

Appendix A: Mueller Residential Landscape Design Guidelines

Appendix B: Mueller Commercial Landscape Design Guidelines

Appendix C: Mueller Plant List

Appendix D: Mueller Street Cross Sections

Appendix E: Aldrich Street District Streetscape Manual

Appendix F: Signage and Storefront Guidelines

Appendix F1: Signage and Storefront Guidelines for Aldrich Street District

Appendix F2: Signage and Display Guidelines for Mixed-Use, Commercial and Shop House Buildings

Appendix F3: Mueller Regional Retail Signage Criteria

Appendix F4: Mueller Market District Signage Criteria

Appendix G: East 51st Street Vision Plan

Appendix 1: Working Group Members

Appendix 2: September 2011
51st Street Working Group
Presentation and Visual Preference Exercise

Appendix 3: November 2011
51st Street Working Group
Presentation and Visual Preference Exercise

2. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant or the Design Book. Unless expressly modified by this First Amendment, all other terms and provisions of the Design Book remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective as of the 23rd day of MAY, 2019.

SIGNATURES APPEAR ON FOLLOWING PAGE

NCC:

NEW CONSTRUCTION COUNCIL

By: _____
Jim Adams, Chairman

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16th day of January, 2019, by Jim Adams, Chairman of the New Construction Council.

(SEAL)

REBECCA JANAE BARNELL
Notary Public, State of Texas
My Commission Expires
September 28, 2019

Rebecca Janae Barnell
Notary Public Signature

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED:

CATELLUS AUSTIN, LLC,
a Delaware limited liability company

By:_____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of ~~June~~ MARCH, 2019, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

ANNE VIRAMONTES
Notary Public, State of Texas
Comm Expires 09-18-2020
Notary ID 129129593

_____
Notary Public Signature

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED:

THE CITY OF AUSTIN,
a Texas home rule city and municipal corporation

By _____
Sylnovia Holt-Rabb, Interim Deputy Director
Economic Development Department

Date: 5.23, 2019

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 23 day of MAY, 2019, by Sylnovia Holt-Rabb, Interim Deputy Director of Economic Development Department of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

_____
Notary Public Signature

OLIVIA A. PARKER
Notary Public, State of Texas
Comm. Expires 03-26-2023
Notary ID 11517110

Approved as to form:

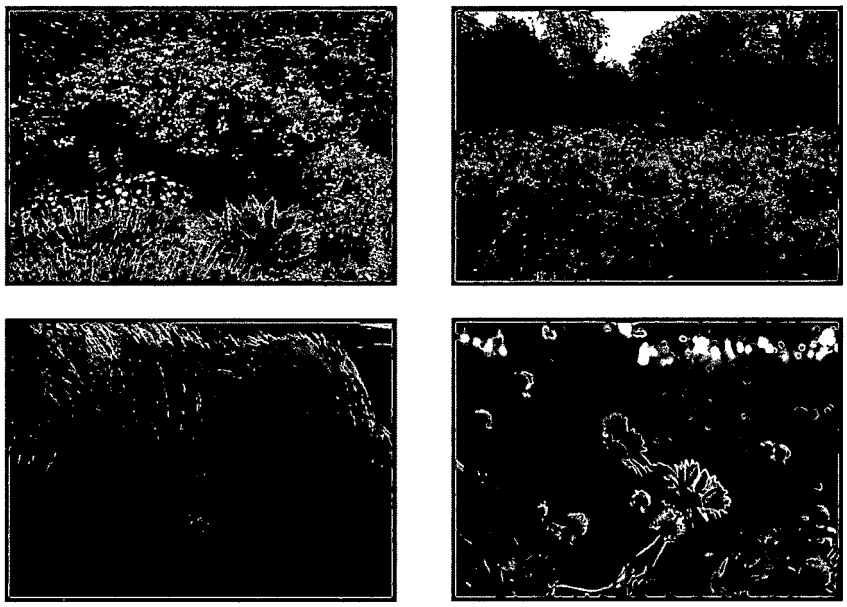
By. _____
Katherine Kuzmickas
Assistant City Attorney

Exhibit "A"

Design Book
Appendix A through Appendix G

[*Appendices Follow*]

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



APPENDIX A

MUELLER RESIDENTIAL LANDSCAPE DESIGN GUIDELINES

MUELLER

AUSTIN TEXAS

Original Edition
NOVEMBER 2004

REVISED SEPTEMBER 2018

rvi
planning + landscape architecture

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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

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1. Submittal Requirements
2. Landscape Context
3. Fencing
4. Walls and Walkways
5. Edging, Mulch & Soil
6. Right of Way Planting & Irrigation
7. Landscape Requirements

MUELLER

1. SUBMITTAL REQUIREMENTS

Residential homebuilders are required to submit typical landscape plans to the Mueller New Construction Council (NCC) for review as part of the New Construction Document Package application (Applications are available at www.muelleraustinonline.com/ncc.php) All plans shall be in accordance with the Mueller Design Book including this appendix All plans shall include the following "Landscape Plan Notes"

1. A minimum of 50% of installed plant material for each lot shall be from the Mueller Native Plant Material List (refer to Appendix C) A minimum of 90% of installed plant materials for each lot shall be from the Plant List in Appendix C of the Mueller Design Book No invasive plants or plants from the Do Not Plant List are allowed
2. The minimum size of all plants shall be in accordance with the Plant List in the Mueller Design Book (refer to Appendix C)
3. Narrow areas of turf less than six feet (6') wide shall be avoided
4. Plant beds shall have a minimum of six inches (6") topsoil with approximately 25% organic matter, and shall be free from debris and rocks larger than one inch (1") in diameter
5. Where steel edging is used, the top of the edging shall be a maximum of one inch (1") above finished grade
6. Trees shall not be planted in public utility easements
7. Shade Trees shall be located to maintain the following minimum spacing requirements
   a Minimum fifteen feet (15') between other shade trees
   b Minimum eight feet (8') from building foundations
   Ornamental trees shall be substituted for required shade trees if these distances can not be maintained Ornamental trees shall be located away from foundations at distances appropriate for species size and growth rate
8. A minimum of four tree species shall be incorporated throughout the neighborhood Species along a given street shall differ from the required street tree species For a single block face, at least two different tree species shall be planted

New Construction Document Package

The landscape plan shall illustrate landscape for a complete and specific block or block face, as appropriate, to allow evaluation of the relationship between landscape on adjacent lots, as well as evaluation of individual lot plans Plans shall be at a scale of one inch equals twenty feet (1" = 20'), and depict all landscape, hardscape, and fencing improvements for areas within public view, including conditions for sideyards, corner lots, rear and side alleys, and pedestrian walkways

All materials used in the final landscape plan must be clearly identified, including but not limited to plant species and container size, edging, mulch, fencing, gates, walls and any additional materials Plans shall also show the location for each type of fencing proposed, dimensions of fence layout demonstrating compliance with setbacks, street trees and public utility easements

Scaled construction details (section and elevation) for each type of fencing, walls, or other hardscape features such as arbors shall be provided

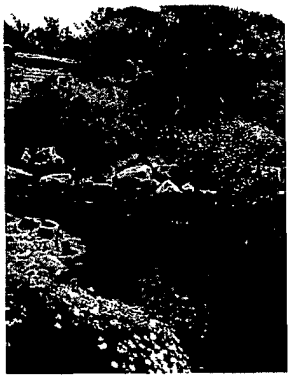
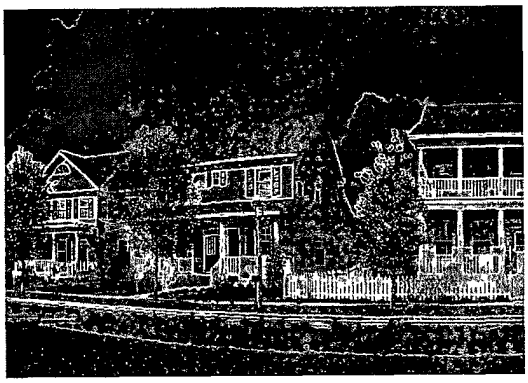
A plan for the model home(s) shall be included in the submittal All landscaping for the model homes is considered to be in public view and shall comply with the guidelines

An experienced landscape designer or landscape architect shall be consulted to ensure appropriate and functional landscape designs The name and contact information of the landscape designer/architect shall appear on all the drawings submitted

Homebuilders shall also submit information on the sources who will be providing their street trees Builders are to select from the following approved street tree vendors

- Environmental Design 800 376 4260
- Peerless Farms 830 663 3651
- Tree Town USA 979 677 3090

However, other sources may be used if approved by the NCC For other sources, submit the name and location of the source, photos of representative trees shown with a person or scale and confirmation from the grower that the trees meet the standards of the American Nursery and Landscape Association

Varied Plant Beds



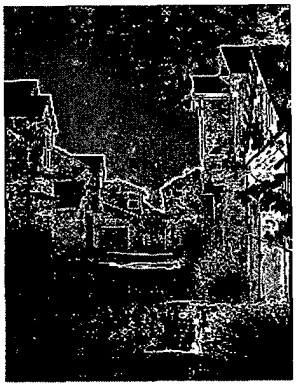
Ornamental Grasses



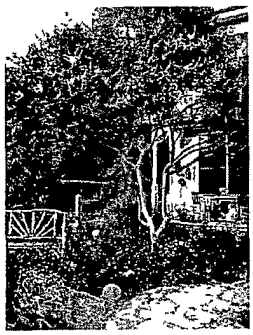
Small Spaces







Small Spaces

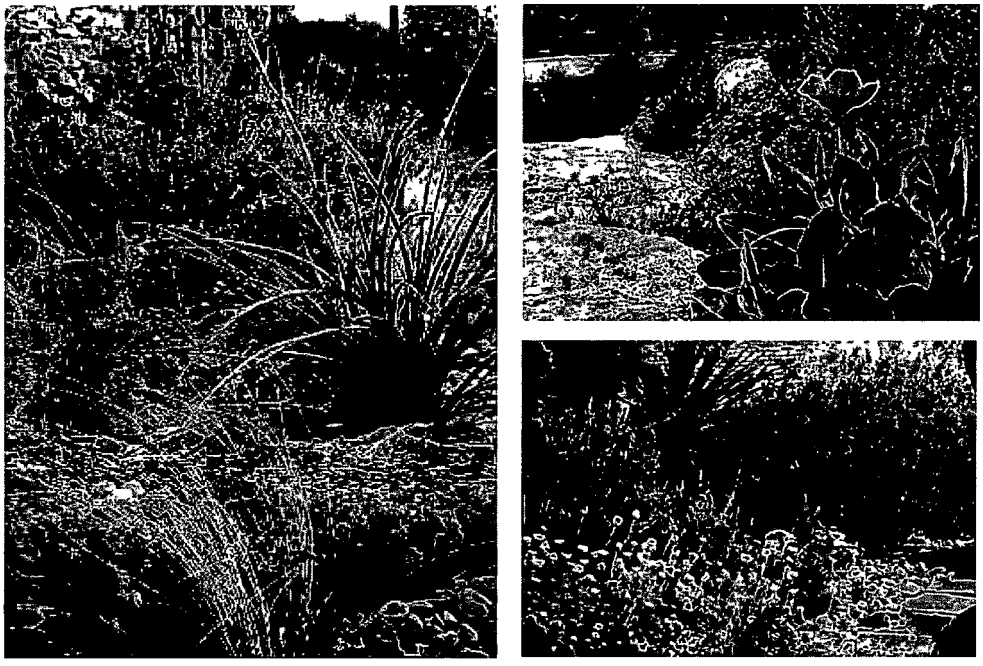

Little or No Turf

2. LANDSCAPE CONTEXT

The Texas Native Landscape: Central Texas is home to a special landscape, the Blackland Prairie The Blackland Prairie provides homes for small mammals, birds, lizards, and insects in its grasses, wildflowers and trees Today, there are few native prairies left The restoration of the Blackland Prairie in the Mueller Southwest Greenway has returned an important piece of this diminishing ecosystem Integrating native prairie plants into private yards has allowed birds and butterflies to pollinate other gardens, and has also begun to reconnect this endangered ecosystem

A common misconception of native landscapes is that they are unsightly and hard to maintain In fact, the use of native plant material can achieve a manageable garden that also plays an important role in the environment Masses of one species will eliminate a scattered appearance that is often associated with a native landscape Grouping a single species into clusters of five to seven plants helps to identify blocks of color and texture

In creating a Texas native landscape, homeowners and visitors can appreciate the beauty of their neighborhoods within the context of the true Blackland Prairie

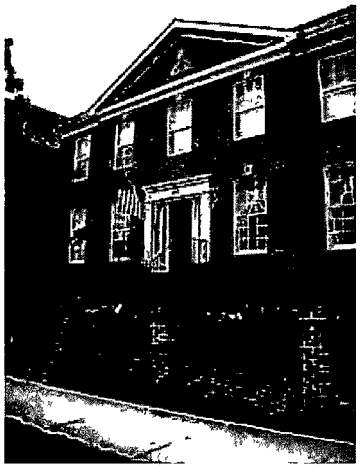


Native Plant Material

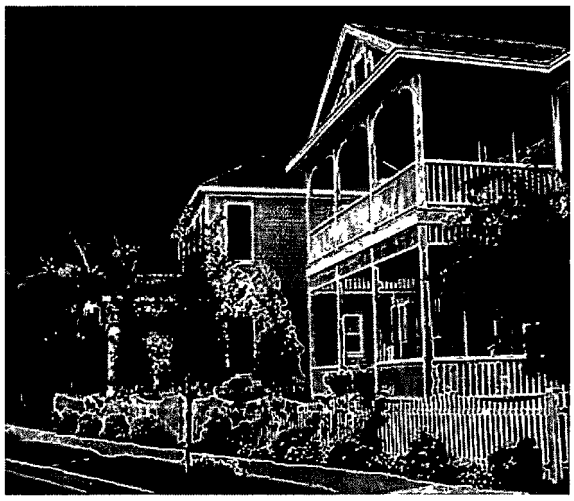
3. FENCING

Fencing:

The intent of the fencing requirements is to set a standard for the home builders in order to provide a cohesive community character while allowing flexibility in design Builders may offer multiple fence design options and are encouraged to offer fence "upgrades" to homebuyers These guidelines describe preferred treatments per specific location of the fencing privacy fencing (interior side yards and alleys), front yards and corner lots



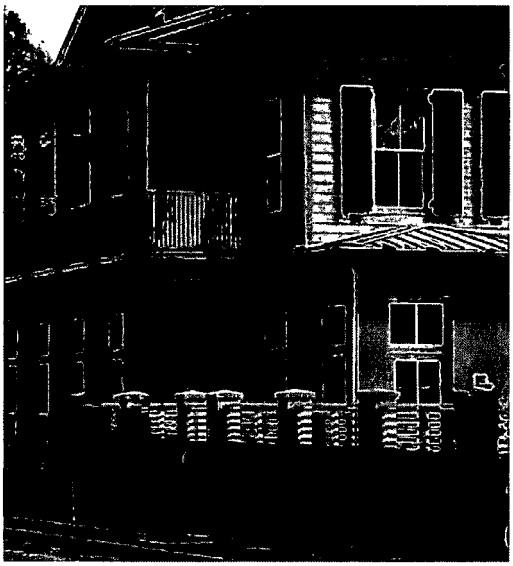
Metal fence and brick



36" Height maximum, not solid

Fencing:

- The builder shall be responsible for installing any fencing (the master developer will not install a fence) along the rear and side property lines of each residence, except where specifically stated otherwise, in conformance with these guidelines and the Mueller Design Book
- To insure compatibility of fence design throughout the community, all fences visible from public rights-of-way or access easements must be approved by the NCC
- Fences shall be compatible with the design of the building
- Fences shall be installed so the "finished" side faces the public Having both sides finished is preferred
- All fencing is to be stair stepped down in areas exceeding a 5% slope For any areas with a 0-5% slope, fencing is to run parallel to the slope
- For gates located on slopes, the top of the gate shall remain level



Top rail details reduce solid wall look

Privacy Fencing
(Interior Side Yards & Alleys)

- Side yard & alley fencing shall be a maximum height of six feet (6'), constructed with quality western red cedar or treated pine
- Other fence materials (tubular steel, aluminum, & bamboo) may be used if builder is seeking to achieve points in Austin Energy Green Building Program rating system through use of such materials
- Use of a six foot (6') masonry wall is acceptable instead of a wood privacy fence Builders are to submit wall details to NCC
- Solid wood fences with horizontal & vertical details giving scale and dimension to the fence are encouraged Fencing along alleys should have open top rail detailing of approximately eighteen inches (18")
- A hinged gate shall be installed in the most appropriate side or rear yard Double gates are not permitted
- Along alleys, permitting some views into the back yard is encouraged The setback for alley fencing at the rear of lots shall vary along the alley
- Side yard fences shall be set back a minimum of ten feet (10') from front building facade Actual setbacks shall vary from one lot line to another but are not required to vary between adjacent houses sharing a side yard fence Fences shall be in a logical location that accommodates the floor plan of each home
- **Acceptable Privacy Fence Materials:** Wood (western red cedar, treated pine), Masonry (see walls)
- **Unacceptable Privacy Fence Materials:** Used Wood Fencing, Chain Link, Plastic Lumber, Split Rail, Tubular Steel, Aluminum, Traditional Picket, Vinyl



Top rail detail



Open for friendly encounters and visibility

Front Yard Fencing:

- Front yard fences may be a maximum height of thirty-six inches (36") including any masonry which may be incorporated at a maximum height of eighteen inches (18")
- Front yard fencing may be used along the entire length of a corner lot side yard or may tie into privacy fencing
- **Acceptable Front Yard Fence Materials:** Wood (western red cedar, treated pine), Tubular Steel, Aluminum, Bamboo, Stone, Masonry (see walls), and Traditional Picket
- **Unacceptable Front Yard Fence Materials:** Chain Link, Plastic Lumber, Split Rail, and Vinyl



Metal fence



Low picket fence

Corner Lot Fencing:

- Fencing along the street side of a corner lot may be either a continuation of front yard fencing at thirty-six inches (36") tall or privacy fencing with open top rail detailing
- Side yard privacy fence shall be set back at least ten feet (10') from the front building facade Actual setbacks shall vary from one lot line to another but are not required to vary between adjacent houses sharing a side yard fence Fences shall be in a logical location that accommodates the floor plan of each home
- Privacy fencing adjacent to a street shall be less than 2/3 the length of the building structure (house & garage) except as necessary to enclose courtyard spaces Exceptions for irregular lots will be reviewed individually
- Fencing shall be a minimum of eighteen inches (18") from the back of public sidewalks
- Masonry columns may be incorporated into wood fencing Masonry or wood columns (eight inch by eight inch (8" x 8") minimum) shall be incorporated into a length of fencing that is thirty-two feet (32') or more in length and adjacent to a street or alley



Vertical fence posts add dimension



Open top rail detail

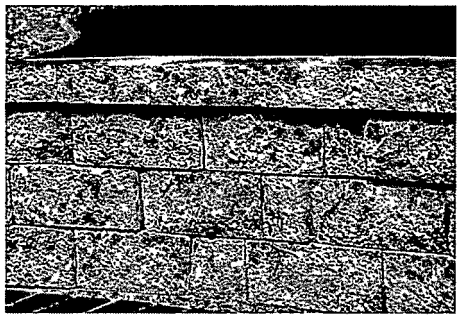


Fence setback opens front yard

4. WALLS AND WALKWAYS



Six foot high privacy masonry wall



Split-face concrete block wall with cap



Masonry wall with cap



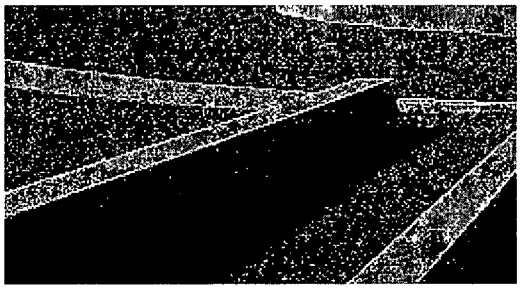
Low stucco wall

The intent of the wall & walkway requirements is to provide the builders and homeowners options for front yard, side yard and alley conditions

Walls:

- All walls visible from public rights-of-way and access easements must be approved by the NCC
- Walls must be made of or faced (veneered) with masonry (stone, stucco, or approved equal) Do not use standard concrete blocks, plain or painted
- Cut or fill slopes along the exterior of the wall shall be smooth and taper gradually to match existing grades
- Walls shall be designed as an integral part of the dwelling design Masonry that matches the dwelling exterior is encouraged within the unit boundary
- Unless otherwise specified, maximum height of decorative walls shall be measured from the finished ground elevation on the highest side of the submitted wall and shall not exceed six feet (6') in height This includes corner lots, side yards, and alley walls These walls may take the place of a six foot (6') wood privacy fence
- **Acceptable Wall Materials:** Masonry, Brick, Stone, Stucco, Split-face Concrete Block with cap
- **Unacceptable Wall Materials:** Standard Concrete Block, plain or painted

Front Yard:



Low concrete wall

- Low retaining walls (up to eighteen inches (18") in height) are permitted along the street-fronting property line
- Unless otherwise specified, maximum height of decorative walls shall be measured from the finished ground elevation on the highest side of the submitted wall
- Retaining walls that are partially below the finished grade or walls used as planters shall be moisture-proofed to avoid unsightly water staining
- Terraced areas must be planted and maintained with approved plant materials
- **Acceptable Wall Materials:** Masonry, Stone, Brick, Stucco, Splitface Concrete Block (with cap), Architectural Concrete
- **Unacceptable Wall Materials:** Standard Concrete Block, plain or painted

Walkways:

- In areas of public view, use of decorative paving materials is encouraged
- **Acceptable Walkway Materials:** Broom-finish Concrete, Washed-Aggregate Concrete (aggregate less than 3/8"), Stamped & Stained Concrete, Decomposed Granite, Stone, Brick or other Unit Paver



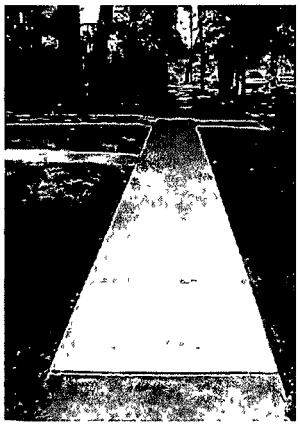
Stamped & stained concrete



Decomposed granite & stone



Flagstone



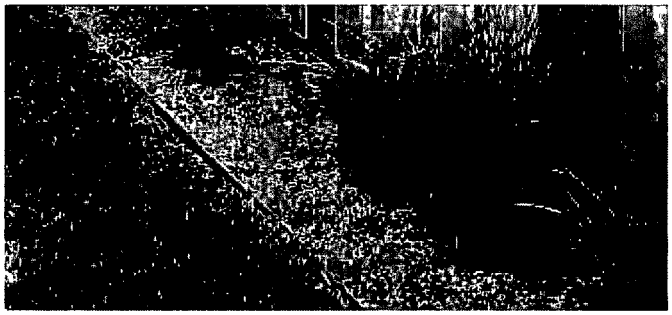
Broom finish concrete

5. EDGING, MULCH & SOIL

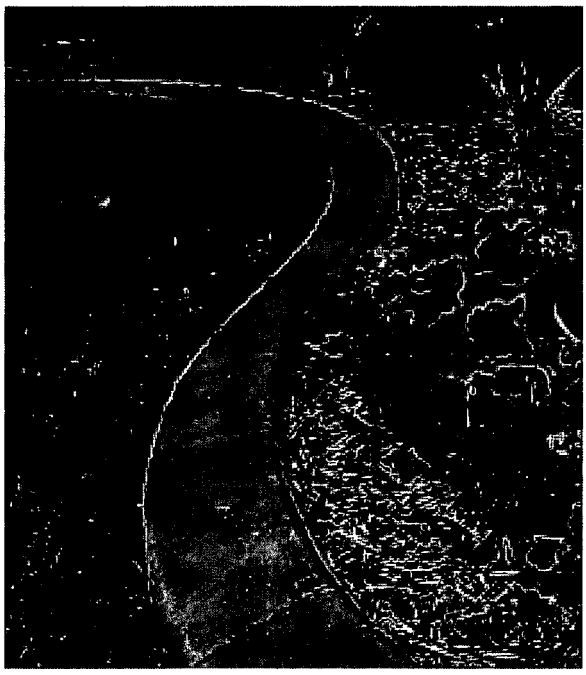
Besides adding aesthetic value and defining landscape beds, these materials serve practical functions Edging adds clean edges and eases maintenance Wood and rock mulches help the soil retain moisture and suppress weeds Soil depth and quality is important for plants to grow and thrive Landscape boulders also shade plant roots and create a setting for native plants



Stone



Steel



Concrete

Edging:

- Landscape beds shall be bordered with an acceptable edging material Edging shall not be installed along sidewalks
- **Acceptable Edging Materials:** Stone, Steel, Concrete
- **Unacceptable Edging Materials:** Plastic Products, Wood Posts, Landscape Timbers, Rail Road Ties, Scalloped Precast Concrete Edging
- Where steel edging is used, the top of the edging shall be a maximum of one inch (1") above finish grade of adjacent lawn areas The top of the edging shall be flush with paving where it meets sidewalks or hardscape features

Mulch:

- Wood, rock or decomposed granite mulch may be used in private and public properties Trees planted in a rock mulch bed must have organic mulch around the base of the trunk per City of Austin standards Mulch in right-of-ways must include plant material Mulch only areas may be incorporated to allow pedestrian access from street to sidewalks No space greater than 4' wide shall be without plants
- Right of way planting must have 3" deep organic mulch in plant beds unless planting in gravel bed All trees must have 3" deep organic mulch that is twice the diameter of the root ball
- **Acceptable Mulch Materials:** Shredded Cedar, Shredded Hardwood, River Rock, Decomposed Granite
- **Unacceptable Mulch Materials:** Lava Rock, Rubber Mulch, Color-Enhanced Wood Mulch, Cypress or Redwood Mulch



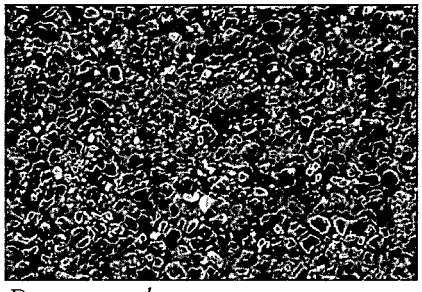
River rock



Wood



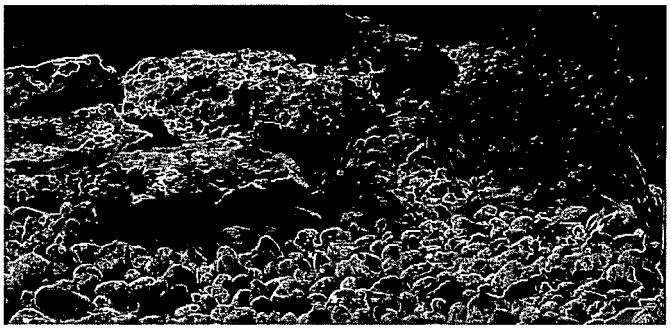
River rock



Decomposed granite

Soil:

- Turf grass areas shall have at least two inches (2") of topsoil
- Planting beds shall have at least six inches (6") of topsoil
- Tree planting areas shall be a minimum of 12 inches (12") of friable native loam soil Planting in relatively undisturbed existing native soils is encouraged All other planting areas must have a minimum soil depth of 12 inches (12") within a radius of six feet from the tree trunk
- All soil shall be free of debris and rocks greater than one inch (1") in diameter





Landscape boulders

6. RIGHT OF WAY PLANTING & IRRIGATION

Mueller has a unique Right of Way planting scheme that makes this community special Each street showcases a specific tree type Trees are planted evenly along the road to create a uniform look to each street Irrigation is essential to maintaining these plantings

Parkway Strips:

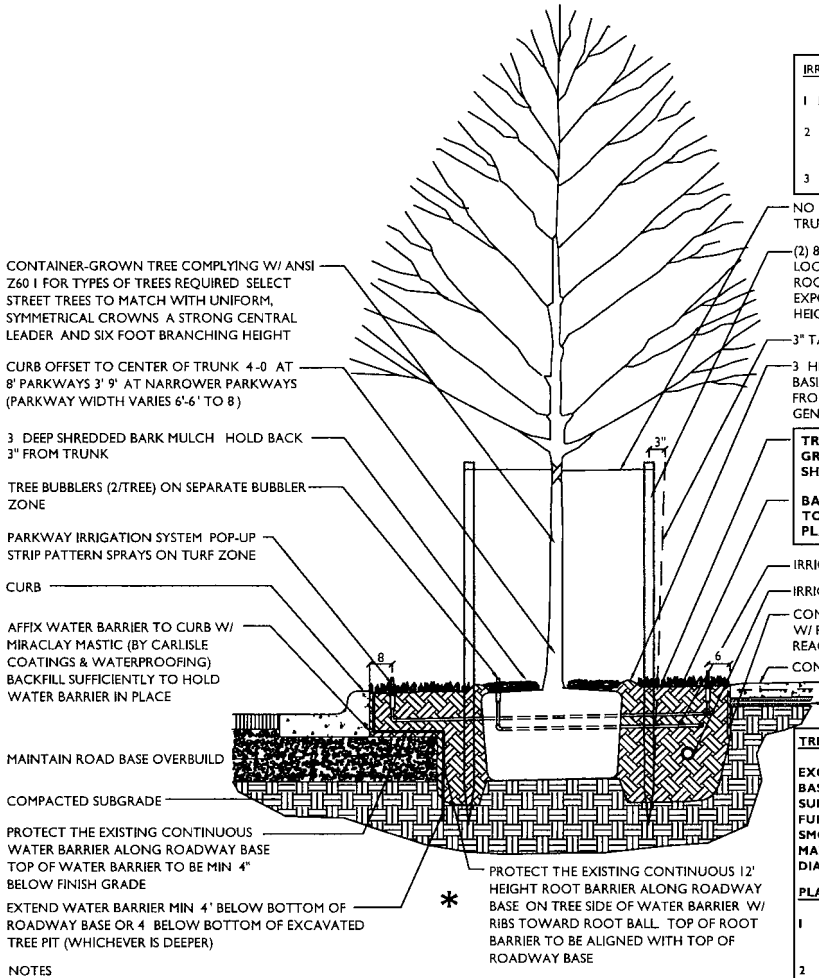
- Parkway strips should be planted with low-maintenance turfgrass, Bermuda Tif 419, or plant material with rock mulch Planted areas may use rock or decomposed granite mulch with maximum 4' wide strip of bare mulch, or area without plants, to allow pedestrian access Unplanted areas of rock mulch may also incorporate flagstones flush with the grade Plants shall be less than 30" tall without spines or thorns

Street Trees:

- Street trees planted in turfgrass or rock mulch shall have organic mulch around the base of the trunk per City of Austin standards
- Trees must maintain distance from utilities See Approved Street Tree Planting for additional information
- Stakes shall be installed when a tree is planted Stakes shall be placed less than 2/3 the height of the tree with a flexible material that allows for some movement of the trunk all the way to the ground All stakes to be removed after 1 year from planting

Irrigation:

- All irrigation must comply with all state and local codes including addition of weather based controller and rain shut off device
- Areas less than six feet (6') wide must be drip system
- No overspray or runoff allowed
- Irrigation emission device not to exceed the manufacturer's recommeded operating pressure and no component of the irrigation system shall deviate from the manufacturer's recommeded use of the product
- Master developer to provide point of connection for common area irrigation meter and electric service for Row Home Lots Site developer responsible for providing common area irrigation system complete in place including irrigation meter from the City of Austin, electric service application fees, purchase and installation of the "V I T Strong Box" to house associated electric meter for Row Home Lots



IRRIGATION NOTES

1 IRRIGATION SYSTEM MUST COMPLY WITH STATE AND LOCAL CODES
2 NO OVERSPRAY IS ALLOWED ADJUST HEADS FOR PRESSURE AND PATTERN TO KEEP MIST AND OVERSPRAY OFF ADJACENT PAVEMENTS
3 TREE BUBBLERS MUST BE ON SEPARATE IRRIGATION ZONE

TREE PIT EXCAVATION NOTE

EXCAVATE CIRCULAR PIT WITH VERTICAL SIDES TRIM BASE LEAVING CENTER AREA RAISED SLIGHTLY TO SUPPORT ROOT BALL AND ASSIST IN DRAINAGE DO NOT FURTHER DISTURB BASE SCARIFY SIDES OF PLANT PIT SMOOTHED DURING EXCAVATION REMOVE EXCAVATED MATERIALS FROM SITE EXCAVATE PIT AT LEAST 24 IN DIAMETER LARGER THAN THE ROOTBALL

PLANTING SOIL MIX AND BACKFILLING NOTES

1 **PLANTING SOIL MIX RATIO OF ORGANIC COMPOST (33%) TO IMPORTED TOPSOIL (67%) BY VOLUME 1 2 RATIO**
2 **IMPORT SCREENED LOAMY TOPSOIL OR MANUFACTURED TOPSOIL FROM OFF-SITE SOURCES TOPSOIL SHALL COMPLY WITH ASTM D 5268**
3 **PLACE PLANTING SOIL MIX AROUND ROOT BALL IN LAYERS, TAMPING TO SETTLE MIX AND ELIMINATE VOIDS WHEN PIT IS ONE-HALF BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL WATER AGAIN AFTER PLACING FINAL LAYER OF PLANTING SOIL MIX**

NOTES

1 PERFORM A PERCOLATION TEST AFTER EXCAVATION AND PRIOR TO PLANTING ANY PIT THAT DOES NOT COMPLETELY DRAIN WITHIN A 24-HOUR PERIOD SHALL BE FURNISHED WITH A PIPED SUB-DRAIN PER CITY OF AUSTIN STANDARDS SERIES 432S-7
2 TREES MUST MAINTAIN A MINIMUM EIGHT (8) FOOT HORIZONTAL SEPARATION FOR ALL AWU INFRASTRUCTURE TREES WITHIN FIVE (5) FEET TO EIGHT (8) FEET OF ANY AWU INFRASTRUCTURE REQUIRE A FORTY-EIGHT (48) INCH VERTICAL PLASTIC ROOT BARRIER TO BE INSTALLED PARALLEL TO THE UTILITY LINES(S) AND/OR APPURTENANCES PER THE STANDARD DETAIL FOR "DEEP ROOT TM" ROOT BARRIER ANY OCCURRENCE WHERE TREES ARE CLOSER THAN FIVE (5) FEET FROM ANY AWU INFRASTRUCTURE REQUIRE EITHER THE TREES(S) OR THE UTILITIES TO BE RELOCATED
3 TREES SHALL BE A MINIMUM OF 10' FROM STORM INLETS AND INFRASTRUCTURE.
4 CONTINUOUS 36" HEIGHT ROOT BARRIER SHALL BE LOCATED AROUND EDGE OF STORM INLETS
5 ADDITIONALLY STORM INFRASTRUCTURE WITHIN 10' OF A TREE OR TREE WELL WILL HAVE A ROOT BARRIER INSTALLED AT THE EDGE OF THE INFRASTRUCTURE
6 CONTRACTOR SHALL REPAIR ALL DAMAGE AS A RESULT OF HIS WORK
7 ALL EXCESS MATERIAL MUST BE HAULED OFFSITE

WATER BARRIER	ROOT BARRIER
AT CURB CCW MIRACLAY (BENTONITE CLAY WATERPROOFING SYSTEM)	AT SIDEWALK & ROAD BASE OVERBUILD ROOT BARRIER UB 12-2 (12 HEIGHT PANEL DIMENSION)
BY CARLISLE COATINGS & WATERPROOFING WWW CARLISLE CCW COM TEL 800 527 7092	AT STORM INLETS ROOT BARRIER UB 36 2 (36" HEIGHT PANEL DIMENSION)
	BY DEEP ROOT PARTNERS L P 530 WASHINGTON ST SAN FRANCISCO CA 94111 TEL 800 458 7668

* Master Developer shall install root and water barriers along curbs of lots

** Site Developer shall install root barriers at sidewalk

APPROVED STREET TREE PLANTING 9/22/16

This detail has been approved by the City for license agreements for plantings in the right of way Detail may be revised Consult with Master Developer for most current detail

7. LANDSCAPE REQUIREMENTS

Design Intent:

The design intent of the Texas native landscape is to provide a look that can be easily identified with the central Texas Blackland Prairie Planting plans shall emphasize ornamental grasses and other plants that are native to the Blackland Prairie & Central Texas Residential Landscape Design Guidelines will be provided by Master Developer for each section including specific landscape requirements per lot type

Landscape Requirements:

1 All landscape planting & irrigation is to follow all applicable state and local codes & regulations

2 Irrigation of each yard shall include plant beds, turf and any other landscaping between fence and street Tree bubblers must be on separate irrigation zone

3 No overspray is allowed Adjust heads for pressure and pattern to keep mist and overspray off adjacent pavements

4 Group plants based on sun and water requirements

5 At minimum, 50% of plant material shall come from Mueller Native Plant List and 90% of the total plant material from the Plant List in Appendix C of the Mueller Design Book No invasive plants or plants from the Do Not Plant List are allowed

6 Plant beds shall be sized appropriately to allow correct spacing of plants within the beds, avoid bare areas of mulch greater than four square feet

6 Non-turf planting, to include vines and groundcover plants of appropriate size, is required between public sidewalks and street-facing side yard fencing, where the distance between the sidewalk and the fence is less than three feet (3') Such planting shall be appropriate to the width of the planting area, and designed to minimize encroaching onto the sidewalk These plantings are a required addition to the minimum landscape requirements

7 The required number of vines shall be planted beside privacy fencing where practical, such as in the alley The intent is to add interest to areas without plant beds

8 Avoid locating turf in narrow areas that are less than three feet (3') wide Narrow turf areas shall be avoided between beds on adjacent lots, as well as on individual lots

9 Avoid planting plants with spines or sharp edges near walkways or pedestrian areas

10 Use of rock mulch, decomposed granite, or river gravel is encouraged in areas that are too narrow for lawn or tend to remain wet No more than 10% of a yard within public view may contain an unplanted area If rock mulch, decomposed granite, or river gravel is used in narrow spaces, plant material shall be incorporated to soften these spaces

11 The minimum size of all plants shall be in accordance with the Mueller Design Book Appendix C

12 Per the Mueller Design Book, buildings on corner lots shall present attractive elevations to both streets The required plant materials shall be distributed and designed to provide attractive landscaping on both streets

13 Plant beds shall vary from house to house Layout of plant beds on one lot shall take into consideration beds on neighboring lots

14 Right of Way Planting shall be low-maintenance turfgrass, Bermuda Tif 419, or plant material with rock mulch Planted areas may use rock or decomposed granite mulch with maximum 4' wide strip of bare mulch, or area without plants, to allow pedestrian access Un-planted areas of rock mulch may also incorporate flagstones flush with the grade Plants shall be less than 30" tall without spines or thorns Street trees planted in turfgrass or rock mulch shall have or-ganic mulch around the base of the trunk per City ofAustin standards

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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



APPENDIX B

MUELLER COMMERCIAL LANDSCAPE DESIGN GUIDELINES

MUELLER

AUSTIN TEXAS

Original Edition
NOVEMBER 2004

REVISED SEPTEMBER 2018

rvi
planning + landscape architecture

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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

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9 Walkways and Paving
10 Fencing and Walls

1. INTENT

These guidelines are intended to provide more detailed standards and technical information while maintaining the creative latitude the Mueller Design Book (MDB) promotes These guidelines do not replace any portion of the MDB which shall remain the primary reference for developers and their design professionals, referred to as "Developer" All development must comply with City of Austin and all applicable state and local codes and regulations

These commercial landscape guidelines apply to the following planning areas the Town Center, the Employment Centers, and sites other than single-family housing within Mueller Neighborhoods, including apartment housing They do not apply to parks and Mueller Houses

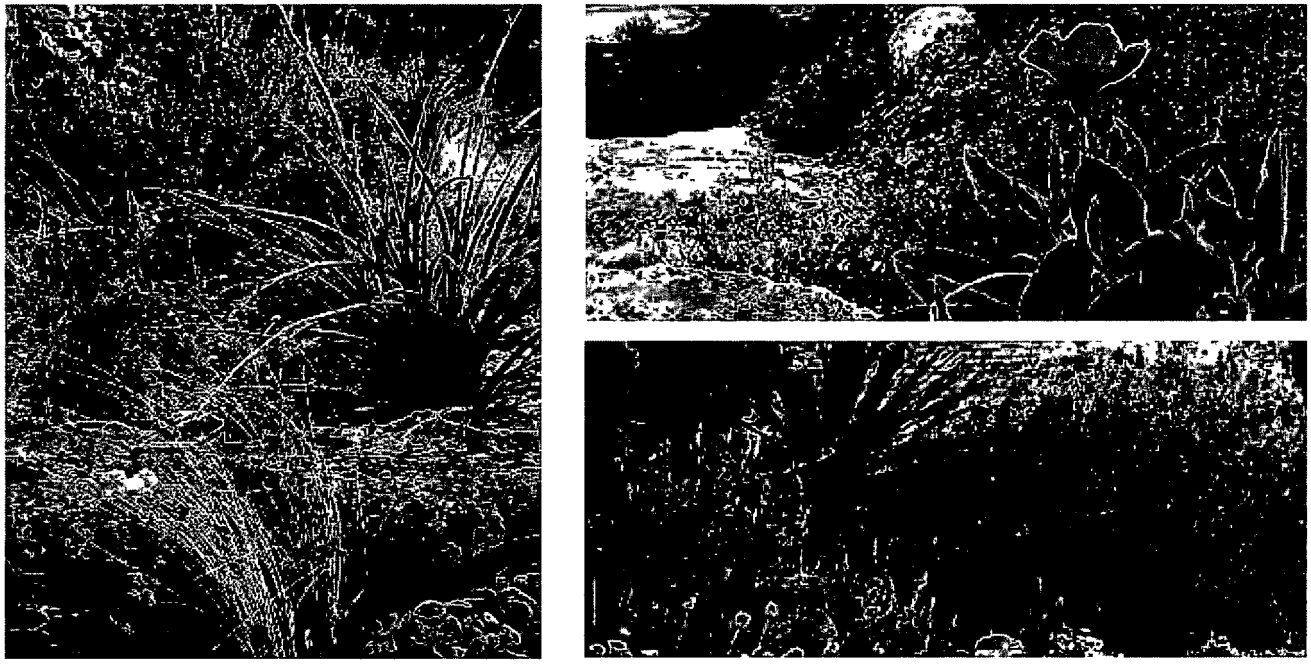
The intent of the landscape guidelines is to encourage and aid in thoughtful planning of outdoor spaces on non-residential sites Well-designed open spaces weave sites together, enhance pedestrian activity, and extend usable space to the outdoors Site designers should pay careful attention to pedestrian circulation, and strive to create convenient and hospitable connections to adjacent sites, indoor uses, and outdoor gathering spaces Such spaces are highly encouraged, whether in the form of an intimate and restful seating area, or a plaza bustling with activity The possibilities are limitless, and every site has room to develop outdoor spaces that are truly welcoming Materials and design vocabulary should be carefully chosen to unify the site and help build a distinctive identity Plant materials remain an important part of design, providing beauty as well as significant environmental benefits All aspects of design should combine to bring about memorable spaces that are integral to their sites

2. LANDSCAPE CONTEXT

Central Texas is home to a special landscape, the Blackland Prairie The Blackland Prairie provides habitat for small mammals, birds, lizards, and insects in its grasses, wildflowers and trees Today, there are few native prairies left Catellus has engaged the Lady Bird Johnson Wildflower Center to help restore the Blackland Prairie in the Mueller Southwest Greenway, bringing back an important piece of this diminishing ecosystem Integrating native prairie plants throughout the community will not only allow birds and butterflies to pollinate other gardens, it will also begin to reconnect this endangered ecosystem

A common misconception of native landscapes is that they are unsightly and hard to maintain In fact, native plant material can be utilized to create well-organized and manageable landscapes that also play an important role in the environment Use of native plants will tie new development to its historic landscape and create attractive and multi-functional outdoor spaces

In creating a Texas native landscape, residents and visitors can appreciate the beauty of their community within the context of the true Blackland Prairie



Native Plant Material

3. SUBMITTAL REQUIREMENTS

Project developers are required to submit landscape plans to the Mueller New Construction Council (NCC) for review as part of the Architectural Master Plan, Final Design, and the New Construction Document Package applications (Applications are available at www muelleraustinonline com/ ncc php) Developers must use the current application All plans shall be in accordance with the Mueller Design Book including this Appendix B, Mueller Commercial Landscape Design Guidelines All plans shall include the "Landscape Plan Notes"found on this page

A landscape architect registered by the State of Texas shall be consulted to ensure appropriate and functional landscape designs The name and contact information of the landscape architect, as well as his / her seal, shall appear on all drawings submitted for the New Construction Document Package

Project developers shall submit information on the sources who will be providing their street trees Developers are to select from the following approved street tree vendors

- Environmental Design 800 376 4260
- Peerless Farms 830 663 3651
- Tree Town USA 979 677 3090

However, other sources may be used if approved by the NCC For other sources, submit the name and location of the source, photos of representative trees shown with a person or scale and confirmation from the grower that the trees meet the standards of the American Nursery and Landsacpe Association

Landscape Plan Notes:

1 No invasive plants or plants from the Do Not Plant List are allowed
2 Turf grass species must be from the Mueller Design Book Appendix C and in the Grow Green guide from the City of Austin
3 A minimum of 50% of plant bed areas on each site shall be planted with plants from the Mueller Native Plant Material List A minimum of 90% of bed areas shall be planted with plants from the Plant List in Appendix C of the Mueller Design Book
4 The minimum size of all plants shall be in accordance with the Mueller Design Book Appendix C
5 Narrow areas of turf less than six feet (6') wide shall be avoided
6 Where steel edging is used, the top of the edging shall be a maximum of one inch (1") above finished grade
7 Trees shall not be planted in public utility easements

4. LANDSCAPE REQUIREMENTS

The intent of the Texas native landscape guidelines is to provide a look that can be easily identified with the central Texas Blackland Prairie Planting plans shall emphasize ornamental grasses and other plants that are native to the Blackland Prairie & Central Texas

Note: All landscape plans are subject to NCC approval and must be reviewed.

1 All landscape planting & irrigation is to follow all applicable codes & regulations

2 Irrigation of each site shall include plant beds, turf and any other landscaping between building and street Developers shall design landscape irrigation to use reclaimed water, which the City of Austin currently plans to provide to Mueller A variance may be requested if the Developer has specific health and safety concerns Alternative watering methods such as rain water harvesting are encouraged Tree bubblers must be on separate irrigation zone

3 No overspray is allowed Adjust heads for pressure and pattern to keep mist and overspray off adjacent pavements

4 Group plants based on sun and water requirements

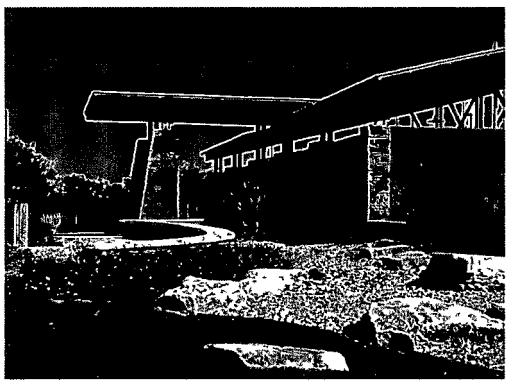
5. A minimum of 90% of bed areas shall be planted with plants from the Plant List in Appendix C of the Mueller Design Book No invasive plants or plants from the Do Not Plant List are allowed

6 Plant beds shall be sized appropriately to allow correct spacing of plants within the beds, avoid bare areas of mulch greater than four square feet



Non-Turf Planting

7 Non-turf planting, to include vines and ground-cover plants of appropriate size, is required between public sidewalks and street-facing fencing and walls, where the distance between the sidewalk and the fence is less than three feet (3') Such planting shall be appropriate to the width of the planting area, and designed to minimize encroachment onto the side-walk Avoid locating turf in narrow areas that are less than six feet (6') wide



River Gravel

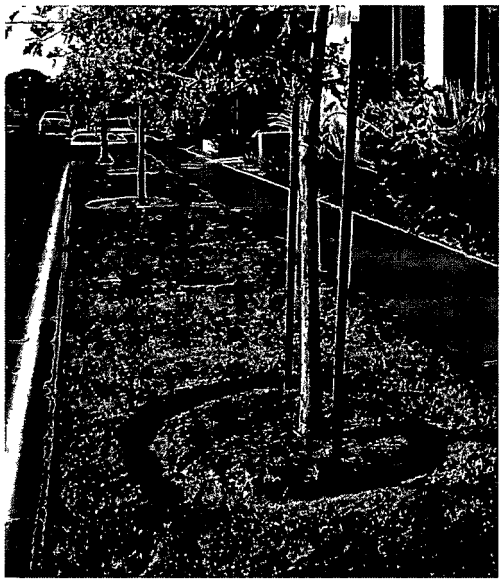
8 Avoid planting plants with spines or sharp edges near walkways or pedestrian areas

9 Use of rock mulch, decomposed granite, or river gravel is encouraged in areas that are too narrow for lawn or tend to remain wet If rock mulch, decomposed granite, or river gravel is used in narrow spaces, plant material shall be incorporated to soften these spaces All trees must have 3" deep organic mulch that is twice the diam-eter of the root ball

10 Refer to Appendix C of the Mueller Design Book for plant size requirements

11 Street tree locations and their plant species shall be determined by the master developer Coordinates of their locations will be provided

12 Tree Spacing Trees are to be planted three feet-three inches (3'-9") from the back of curb, and spaced at approximately twenty-five feet (25') on center, maintaining an even rhythm and aligning with trees on opposite side of street where possible A tree's location may be adjusted as required to avoid conflicts with utilities as actually installed



Street Trees



Landscaping on All Streets

13 Existing Conditions Developer is responsible for verifying site conditions that affect planting and irrigation Minimum separations between trees and utility lines shall be in accordance with the City of Austin Environmental Criteria Manual See "Approved Street Tree Planting" detail

14 Required plant materials shall be distributed and designed to provide attractive landscaping on all streets

15 A minimum distance of eight feet (8') shall be maintained between shade trees and building foundations Distance shall be measured from the center of tree to edge of foundation

16 When possible, trees are required in service areas along service access drives with the intention of shading and adding interest



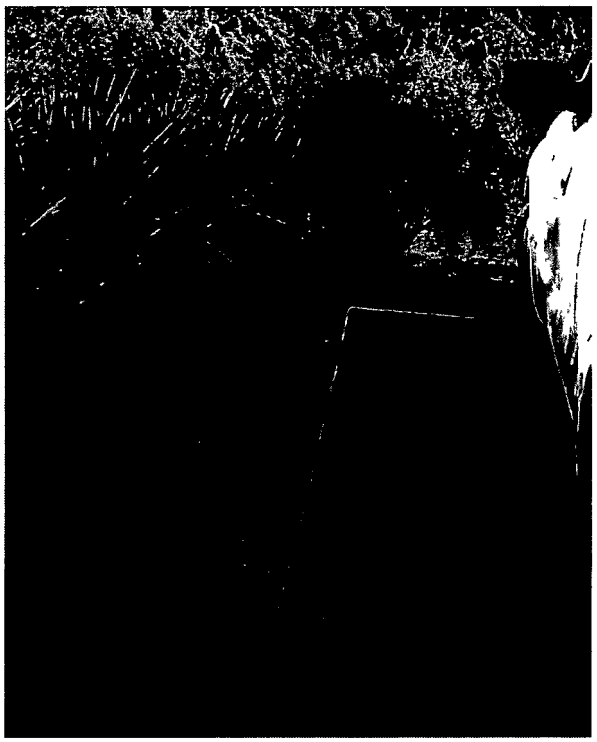
Linear Planting

17 Linear plantings, due to narrow landscape areas or buffer requirements, greater than thirty feet (30') in length shall include multiple plant species When linear plantings occur along architecture, fencing and walls, plants selected shall complement the dimensional variation of the structures Where possible, buffer planting beds shall vary in width, and incorporating landscape berms is encouraged

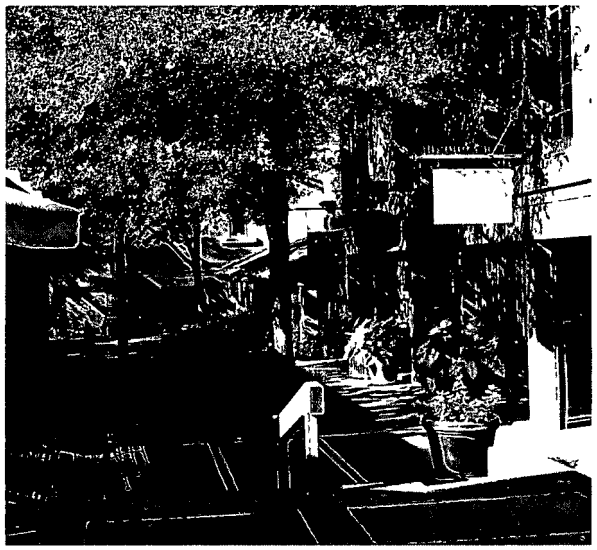
18 Gravel, decomposed granite, or stone paving may be used in landscaped parking islands along parking spaces If provided, they shall have a width of twelve to eighteen inches (12"-18")

19 Landscaping is required near all public entries into buildings via planting beds, planters or pots

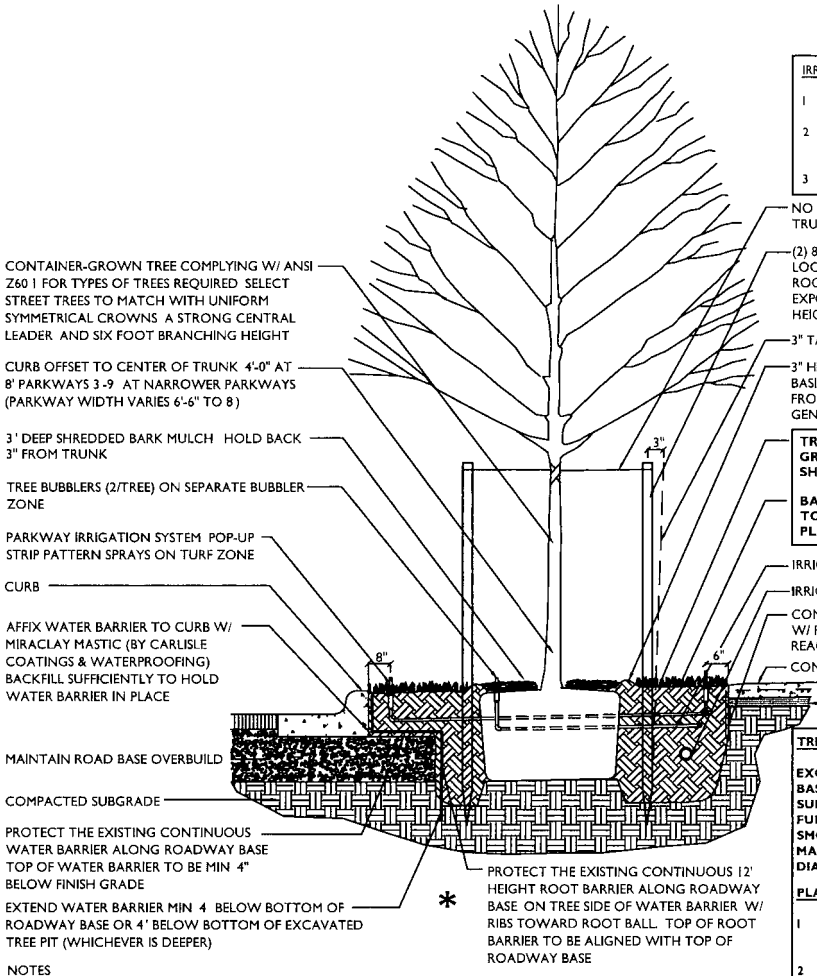
20 Planting in tree wells shall include groundcovers, grasses, and shrubs no taller than 18" high



Gravel in Parking Island



Landscape Near Entry



IRRIGATION NOTES

1 IRRIGATION SYSTEM MUST COMPLY WITH STATE AND LOCAL CODES
2 NO OVERSPRAY IS ALLOWED ADJUST HEADS FOR PRESSURE AND PATTERN TO KEEP MIST AND OVERSPRAY OFF ADJACENT PAVEMENTS
3 TREE BUBBLERS MUST BE ON SEPARATE IRRIGATION ZONE

TREE PIT EXCAVATION NOTE

EXCAVATE CIRCULAR PIT WITH VERTICAL SIDES TRIM BASE LEAVING CENTER AREA RAISED SLIGHTLY TO SUPPORT ROOT BALL AND ASSIST IN DRAINAGE DO NOT FURTHER DISTURB BASE SCARIFY SIDES OF PLANT PIT SMOOTHED DURING EXCAVATION REMOVE EXCAVATED MATERIALS FROM SITE EXCAVATE PIT AT LEAST 24 IN DIAMETER LARGER THAN THE ROOTBALL

PLANTING SOIL MIX AND BACKFILLING NOTES

1 **PLANTING SOIL MIX RATIO OF ORGANIC COMPOST (33%) TO IMPORTED TOPSOIL (67%) BY VOLUME 1 2 RATIO**
2 **IMPORT SCREENED LOAMY TOPSOIL OR MANUFACTURED TOPSOIL FROM OFF-SITE SOURCES TOPSOIL SHALL COMPLY WITH ASTM D 5268**
3 **PLACE PLANTING SOIL MIX AROUND ROOT BALL IN LAYERS, TAMPING TO SETTLE MIX AND ELIMINATE VOIDS WHEN PIT IS ONE-HALF BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL WATER AGAIN AFTER PLACING FINAL LAYER OF PLANTING SOIL MIX**

NOTES

1 PERFORM A PERCOLATION TEST AFTER EXCAVATION AND PRIOR TO PLANTING ANY PIT THAT DOES NOT COMPLETELY DRAIN WITHIN A 24-HOUR PERIOD SHALL BE FURNISHED WITH A PIPED SUB-DRAIN PER CITY OF AUSTIN STANDARDS SERIES 432S-7
2 TREES MUST MAINTAIN A MINIMUM EIGHT (8) FOOT HORIZONTAL SEPARATION FOR ALL AWU INFRASTRUCTURE TREES WITHIN FIVE (5) FEET TO EIGHT (8) FEET OF ANY AWU INFRASTRUCTURE REQUIRE A FORTY EIGHT (48) INCH VERTICAL PLASTIC ROOT BARRIER TO BE INSTALLED PARALLEL TO THE UTILITY LINES(S) AND/OR APPURTENANCES PER THE STANDARD DETAIL FOR DEEP ROOT TM ROOT BARRIER ANY OCCURRENCE WHERE TREES ARE CLOSER THAN FIVE (5) FEET FROM ANY AWU INFRASTRUCTURE REQUIRE EITHER THE TREES(S) OR THE UTILITIES TO BE RELOCATED
3 TREES SHALL BE A MINIMUM OF 10' FROM STORM INLETS AND INFRASTRUCTURE
4 CONTINUOUS 36" HEIGHT ROOT BARRIER SHALL BE LOCATED AROUND EDGE OF STORM INLETS
5 ADDITIONALLY STORM INFRASTRUCTURE WITHIN 10 OF A TREE OR TREE WELL WILL HAVE A ROOT BARRIER INSTALLED AT THE EDGE OF THE INFRASTRUCTURE
6 CONTRACTOR SHALL REPAIR ALL DAMAGE AS A RESULT OF HIS WORK
7 ALL EXCESS MATERIAL MUST BE HAULED OFFSITE

WATER BARRIER	ROOT BARRIER
AT CURB CCW MIRACLAY (BENTONITE CLAY WATERPROOFING SYSTEM)	AT SIDEWALK & ROAD BASE OVERBUILD ROOT BARRIER UB 12-2 (12 HEIGHT PANEL DIMENSION)
BY CARLISLE COATINGS & WATERPROOFING WWW CARLISLE-CCW COM TEL. 800 527 7092	AT STORM INLETS ROOT BARRIER UB 36 2 (36 HEIGHT PANEL DIMENSION)
	BY DEEP ROOT PARTNERS L P 530 WASHINGTON ST SAN FRANCISCO CA 94111 TEL 800 458 7668

* Master Developer shall install root and water barriers along curbs of lots

** Site Developer shall install root barriers at sidewalk

APPROVED STREET TREE PLANTING 9/22/16

This detail has been approved by the City for license agreements for plantings in the right of way Detail may be revised Consult with Master Developer for most current detail

5. RIGHT OF WAY PLANTING & IRRIGATION

Parkway Strips:

- Parkway strips should be planted with low-maintenance turfgrass, Bermuda Tif 419, or plant material with rock mulch Planted areas may use rock or decomposed granite mulch with maximum 4' wide strip of bare mulch, or area without plants, to allow pedestrian access Unplanted areas of rock mulch may also incorporate flagstones flush with the grade Plants shall be less than 30" tall without spines or thorns

Tree Wells:

- Uniform decorative tree guards should be used around each of the tree wells to discourage pedestrians compacting soils and to project the planting Planting in the tree wells shall include groundcovers, grasses, and shrubs no taller than 18" high
- Electrical outlets may be installed in tree wells for tree lighting
- Tree guards may be installed to protect planting

Street Trees:

- Street trees planted in turfgrass or rock mulch shall have organic mulch around the base of the trunk per City of Austin standards
- Trees must maintain distance from utilities See Approved Street Tree Planting for additional information
- Stakes shall be installed when a tree is planted Stakes shall be placed less than 2/3 the height of the tree with a flexible material that allows for some movement of the trunk all the way to the ground All stakes to be removed after 1 year from planting

Irrigation:

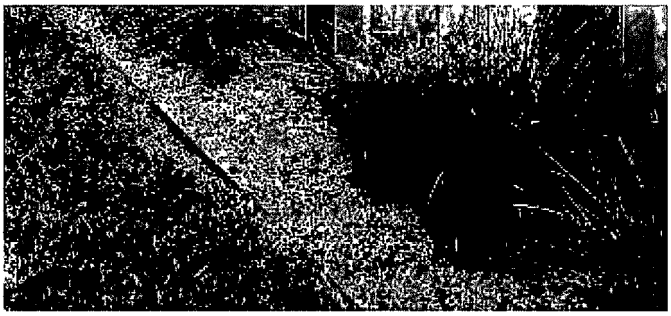
- All irrigation must comply with all state and local codes including addition of weather based controller, rain shut off device, and water budget report to be submitted to City of Austin
- Irrigation system installed complete in place and shall utilize reclaimed water Right of Way irrigation shall be separate from site irrigation system Right of Way irrigation shall tie into the overall street irrigation system and shall be purple pipe as required for reuse water
- Areas less than six feet (6') wide must be drip system
- No overspray or runoff allowed
- Irrigation emission device not to exceed the manufacturer's recommeded operating pressure and no component of the irrigation system shall deviate from the manufacturer's recommeded use of the product

6. EDGING, MULCH AND SOIL

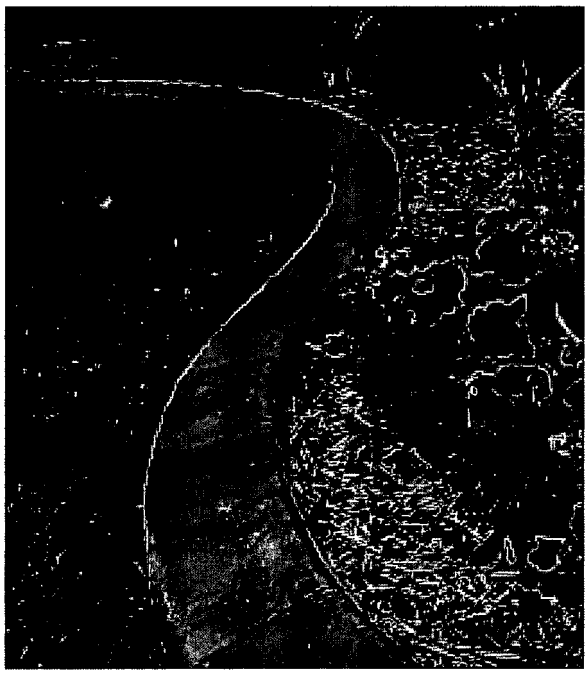
Besides adding aesthetic value and defining landscape beds, edging, mulch, and soil serve practical functions Edging adds clean edges and eases maintenance Wood and rock mulches help the soil retain moisture and suppress weeds Soil depth and quality is important for plants to grow and thrive Landscape boulders also shade plant roots and create a natural setting for native plants



Stone



Steel



Concrete

Edging:

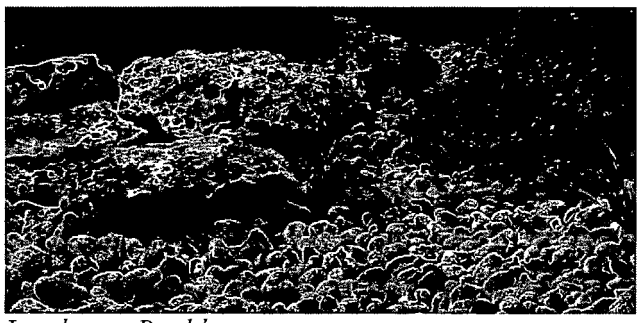
- Landscape beds shall be bordered with an acceptable edging material Edging shall not be installed along sidewalks
- **Acceptable Edging Materials:** Stone, Steel, Concrete
- **Unacceptable Edging Materials:** Plastic Products, Wood Posts, Landscape Timbers, Railroad Ties, Scalloped Precast Concrete Edging
- Where steel edging is used, the top of the edging shall be a maximum of one inch (1") above finish grade of adjacent lawn areas The top of the edging shall be flush with paving where it meets sidewalks or hardscape features

Mulch:

- Wood, rock or decomposed granite, or glass mulch may be used in commercial properties Trees planted in a rock mulch bed must have organic mulch around the base of the trunk per City of Austin standards Mulch in right-of-ways must include plant material Mulch only areas may be incorporated to allow pedestrian access from street to sidewalks No space greater than 4' wide shall be without plants
- **Acceptable Mulch Materials:** Shredded Cedar, Shredded Hardwood, River Rock, Decomposed Granite, Glass
- **Unacceptable Mulch Materials:** Lava Rock, Rubber Mulch, Color-Enhanced Wood Mulch, Cypress or Redwood Mulch

Soil:

- Turf grass areas shall have at least two inches (2") of top-soil
- Planting beds shall have at least six inches (6") of topsoil containing 25% organic material
- All soil shall be free of debris and rocks greater than one inch (1") in diameter
- Tree planting areas shall be a minimum of 12 inches (12") of friable native loam soil Planting in relatively undisturbed existing native soils is encouraged All other planting areas must have a minimum soil depth of 12 inches within a radius of six feet from the tree trunk
- All soil shall be free of debris and rocks greater than one inch (1") in diameter



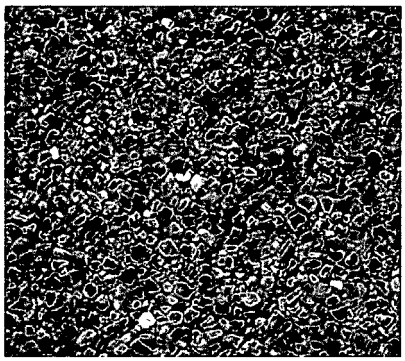
Landscape Boulders



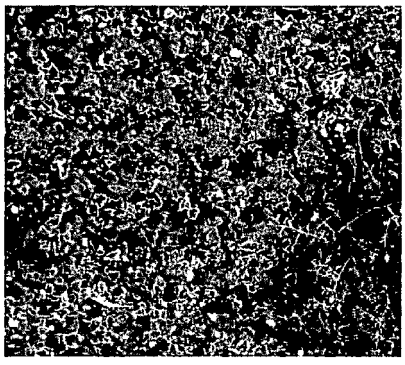
River Rock



Wood Mulch



Decomposed Granite



Glass Mulch

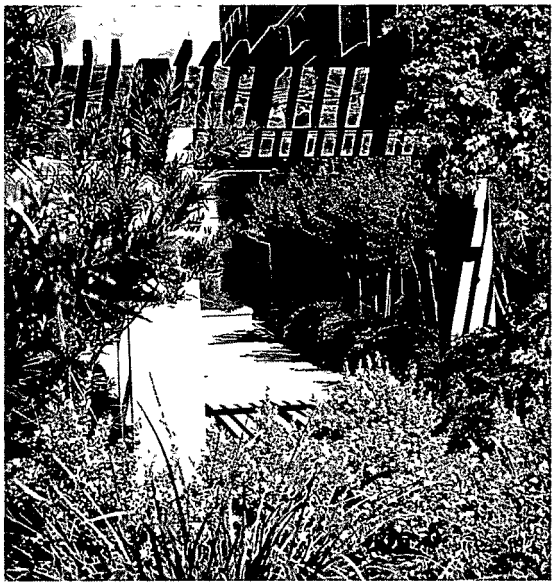
7. LANDSCAPE FEATURES

Water Features, Shade Structures and Public Art:

Developers are encouraged to provide water features, shade structures and public art throughout their projects, to contribute to the unique character of the Mueller development These features will create identities for non-residential areas within Mueller, helping the areas grow into unique destinations, and providing enhanced experiences and economic benefits for the overall community



Water Feature



Shade Structure

- Water Features Water features can affect the sound quality of a space, and even make rainwater visible and artful When provided, water features shall be designed to use water efficiently
- Shade Structures Providing shade through use of either structures or shade trees is important to provide respite from the sun Using shade structures in combination with tree cover is encouraged to promote outdoor settings for dining, relaxation, art exhibitions, live bands, and other uses Shade structures may be constructed of wood, metal, fabric or other architectural materials approved by the NCC Supports may be constructed of metal, wood, stone or attached to a building
- Public Art Art is an integral part of the Mueller development Art installations may be multi-functional, incorporating water, shade structures, site furnishings and other items Public art installations may be required to be reviewed and approved by the NCC

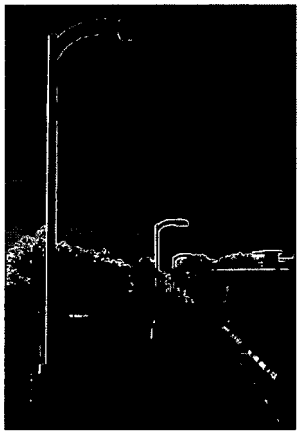
8. SITE FURNISHINGS

Site furnishings have the potential to impact and enhance user experience Developers shall strive to provide furnishings complementary to site design in convenient and appropriate locations These guidelines are intended to provide basic standards for site furnishing

Developers are encouraged to expand upon these standards to create a palette unique to their site Also, there may be opportunities for site furnishings to be considered as public art installations All site furnishings shall be reviewed and approved by the NCC, including but not limited to lighting, seating, trash and recycling receptacles, drinking fountains, bike racks, tree grates, bollards, planters and pots, signage, and drain covers Specific furnishing selections for Mueller Town Center may be defined and required as Town Center design progresses, refer to Aldrich Street District Streetscape Manual

Parking Lot and Site Lighting

- The standard light fixture is the Aeris architectural area light by Lithonia Lighting The color shall be the Lithonia natural aluminum, ABL code DNA
- The required height for the fixture is fourteen (14) feet
- The required lamp type is metal halide
- Lamp wattages shall be no higher than wattages as recommended by the Illuminating Engineering Society of North America (IES) Unless otherwise recommended, lamps shall be 250 watts
- Mueller Town Center light fixture is Bega pendant 6408 S, cable-suspended, full cutoff



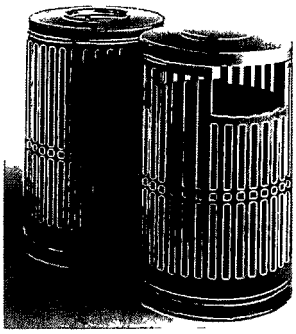
Site Lighting

Seating

- Seating shall be distributed throughout the site for greater pedestrian comfort and convenience Key places seating are along sidewalks, in outdoor gathering spaces and plazas, and near building entries
- The standard bench is the Neoromantico bench by Landscape Forms A variety of seating options may be provided in accordance with the site programming
- Where practical, provide trees or structures to shade seating and increase usability
- Mueller Town Center bench is Neoliviano(69") by Landscape Forms



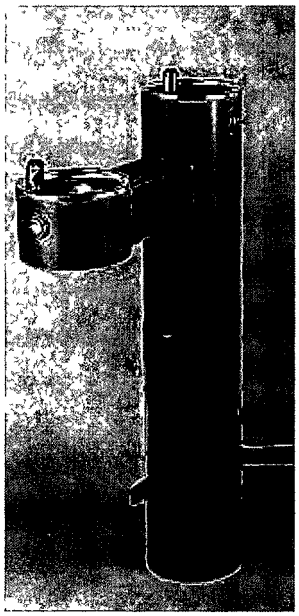
Seating



Trash and Recycling Receptacles

Trash and Recycling Receptacles:

- Trash and recycling receptacles shall be provided along sidewalks, at outdoor gathering spaces, at transit stops, and any points that are appropriate and convenient for waste disposal Recycling receptacles must be provided wherever there are trash receptacles
- The standard trash receptacle is the Chase Park litter receptacle by Landscape Forms, with side opening and sand pan Receptacles shall have a silver powder coat finish
- The standard recycling receptacle is the Chase Park recycling receptacle by Landscape Forms, also with silver powdercoat finish
- Standard trash and recycling receptacles for Mueller Town Center are Argento (Silver) by Dumor, Inc Model No 157-32-25BT and 157-32-25RC, 32 gallons



Drinking Fountain

Drinking Fountains:

- Public drinking fountains shall be located for pedestrian comfort and convenience at places such as pedestrian gathering spaces and intersections
- At all drinking fountain locations, at least one bowl shall be accessible per ADA (Americans with Disabilities Act) standards Consider adding an attached pet fountain if the fountain is located in or near residential areas
- The standard pedestal drinking fountain is Model 440-SS by Most Dependable Fountains Fountains shall be stainless steel with standard chrome powder coat and installed per City of Austin standards

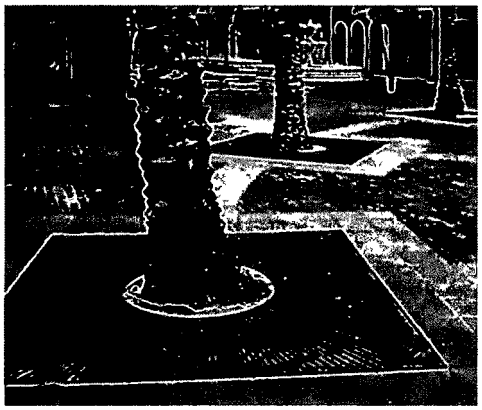


Bike Racks

Bike Racks:

- The quantity of bike parking spaces on each site shall be the same as required by City of Austin Code Consider providing additional bike parking as appropriate for the types and scale of commercial uses
- Bike racks shall be easily visible from public rights-of-way and accessible from bike paths 1 space per site shall be large enough to accommodate trikes
- Bike racks shall be located in public parking garages and in close proximity to pedestrian points of entry to buildings
- Bike racks shall be as convenient to building entrances as vehicle parking is to building entrances
- Bike parking areas shall be clear of obstacles and shall not interfere with pedestrian traffic

- The standard bike rack is the Bola by Landscape Forms Racks shall be stainless steel



Tree Grate

Tree Grates:

- The standard tree grate is the Starburst Series 1, cast iron tree grate with no special finish Grates shall be 72" square minimum This grate shall be used within public rights-of-way, although alternate grates may be proposed for use within a site
- All grates shall have a design that allows the opening to expand to accommodate tree growth
- All grates shall be accessible per ADA standards
- Tree grates are not required for trees planted within pavement Plant beds, rock mulch or decomposed granite, or unit pavers may be used as alternatives (in rights-of-way or on site)

Bollards:

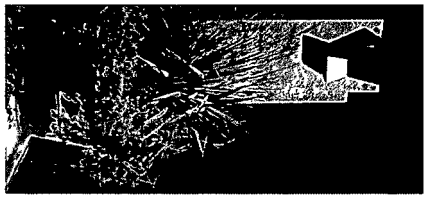
- Bollards that provide light shall be compatible with the site-selected or required light pole family

Plant Bed Alternatives:

- The use of planters, pots, and trellises is encouraged especially where landscape areas are limited
- Green walls may also be incorporated into structures for additional shade and cooling benefits



Trellis

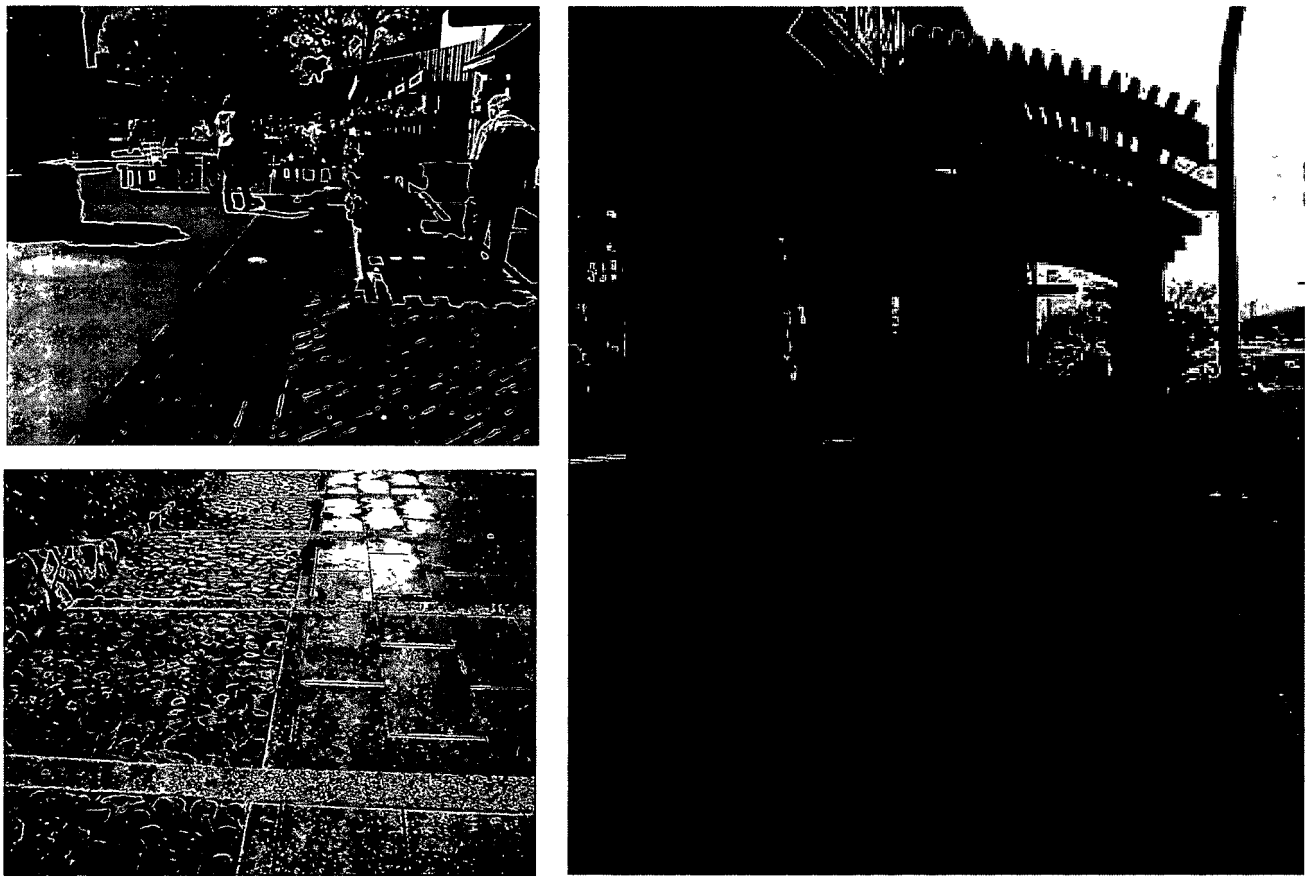


Pots

9. WALKWAYS AND PAVING

Design of paved areas can be used to enhance a site in many ways, such as defining outdoor spaces and integrating architecture with its surroundings In areas of public view, decorative paving materials are encouraged However, site designs shall incorporate a limited palette of complementary materials to avoid visual clutter

- A range of paving materials may be considered as options, including but not limited to stained or colored concrete, stone, and many varieties of unit pavers
- Materials that contribute to sustainable design are also encouraged, such as pervious or highly reflective materials
- When combining paving patterns and colors, selected materials shall complement each other and the architectural materials It is recommended that a palette of no more than three (3) colors or materials be used



Paving

Decomposed Granite Trails

Stabilized decomposed granite is the trail material for the Mueller hike and bike trail system The hike and bike trail is shown in the street section for the Greenway Street in Neighborhood (see Appendix D for Mueller Street Cross Sections) The trail may also occur at other locations as required to complete the looped Mueller trail system Review trail locations and layout with the NCC

Trail specifications

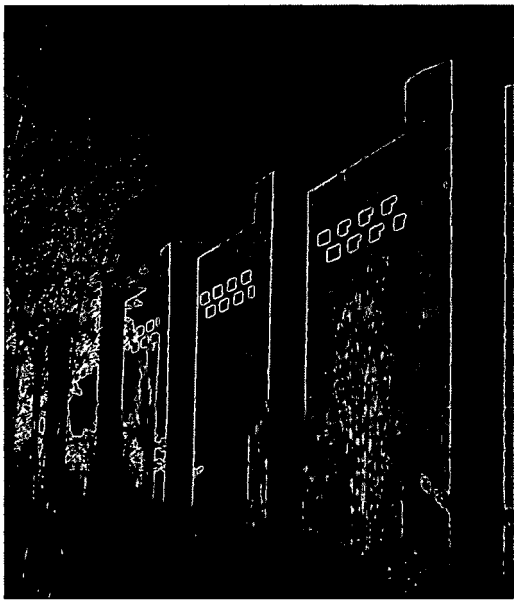
- The decomposed granite trail surface shall be compacted and stabilized with Polypavement liquid soil stabilizer Stabilizer shall be used in accordance with the manufacturer's recommendations for the specific trail use and situation
- The decomposed granite surface shall be installed over compacted base material
- Where a decomposed granite trail transitions to concrete, the concrete shall be angled downward below the decomposed granite, making the transition as shown in City of Austin standard detail 1301S-1
- Steel edging may be used between decomposed granite trail and plant beds, to facilitate maintenance If edging is used, the top of the edging shall be flush with the top of the trail surface
- Do not use decomposed granite in trail areas with steeper slopes or where washouts may be anticipated Concrete paving with washed aggregate finish may be used in such areas The aggregate shall be rounded river rock, with a maximum size of 3/8", and color to match decomposed granite
- The size of the granite pieces used shall be sized to compact together and create a stable, firm, and slip-resistant surface meeting accessibility requirements The trail shall also meet ADA requirements for running and cross slopes, and vertical and horizontal clearances
- Curves incorporated into the trail alignment shall be smooth and tangent Avoid sharp turns, curve radii shall be thirty-six feet (36') at minimum, and greater than fifty feet (50') where possible



Decomposed Granite Trail

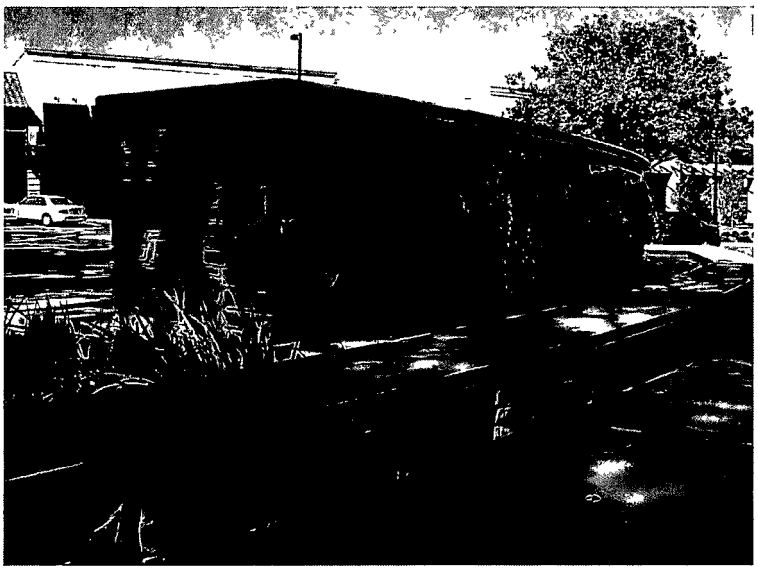
10. FENCING AND WALLS

Fencing and walls may serve many purposes, such as enclosing outdoor rooms, screening unsightly appearances, and accommodating changes in grade All fencing and walls, whether highly visible and ornamental or merely blocking views shall maintain the high quality standards set at Mueller



Screen Wall

- All fencing and walls to be constructed on non-residential and multi-family sites shall be the responsibility of the site developer, unless it is explicitly stated otherwise
- The color, scale and detailing of fences and walls shall be coordinated with the design of adjacent buildings All fences and walls visible to the public must be approved by the NCC
- When installed, fences and walls shall be "finished" on the side facing the public Having both sides finished is preferred
- All fencing and walls shall be stair-stepped down in areas exceeding a 5% slope For areas with a 0-5% slope, fencing and walls shall run parallel to the slope For gates located on slopes, the top of the gate shall remain level The grade of slopes along walls shall be smooth and taper gradually to match existing grades



Decorative Wall with Seating and Water Feature

- Walls shall be made of or faced (veneered) with masonry (stone, stucco, brick, or approved equal) Masonry that matches or complements materials of adjacent buildings is encouraged Plain or painted concrete masonry units (CMU) are prohibited
- Fences may be made of wood, tubular steel, aluminum, or other high quality materials Wood shall be ipe, teak, or similar high-density hardwood Chain link and vinyl are prohibited
- The height of any fence, wall, or combination shall be a maximum of six feet (6') unless a greater height is specifically approved by the NCC Maximum height shall be measured from the finished grade elevation where the wall or fence is tallest
- Fencing and walls with horizontal and vertical details giving scale and dimension to the structure are encouraged If a fence or wall face is longer than 100 feet (100') and greater than thirty-six inches (36") in height, a variation in three-dimensional character is required, such as incorporation of columns, view openings, or others
- Fencing and walls shall be a minimum of eighteen inches (18") from the back of public sidewalks
- Retaining walls that are partially below the finished grade and walls used as planters shall be moisture-proofed to avoid unsightly water staining



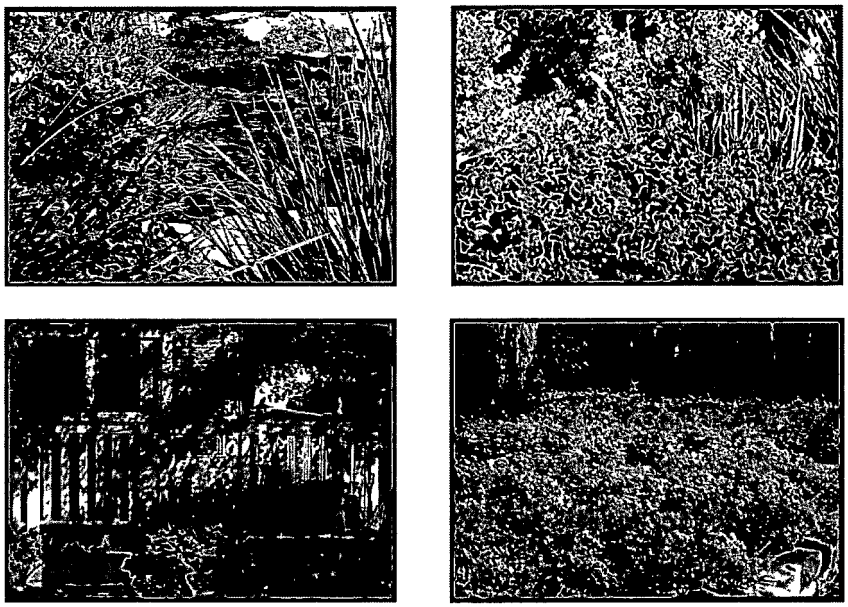
Stone Wall



Decorative Fencing

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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



APPENDIX C

MUELLER PLANT LIST

MUELLER

AUSTIN TEXAS

Original Edition
NOVEMBER 2004

REVISED SEPTEMBER 2018

rvi
planning + landscape architecture

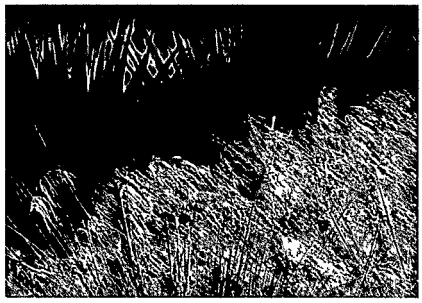
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Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper etc All blockouts, additions and changes were present at the time the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

MUELLER PLANT LIST









1 The Mueller Plant list emphasizes non-invasive, drought tolerant and native species Plants on this list are native to Texas, Central Texas, the Blackland Prairie, and/or are adaptive to the area
NOTE Mueller plant list includes a native plant section and a section of well adapted plants

2 All plant material shall comply with the most current version of ANSI Z60 1

3 A minimum of 50% of plant bed areas on each site shall be planted with plants from the Mueller Native Plant Material List

4 A minimum of 90% of all plant material proposed for use in the community must be selected from the Mueller plant list

5 No invasive plants or plant from the Do Not Plant List in Appendix C are allowed

6 Turf grass species for a site shall be chosen from the species listed in Appendix C in the Mueller Design Book and in the Grow Green guide from the City of Austin Turf grass within the public right-of-way in parkway strips shall be Tif 419 Bermuda sod

7 Suggested minimum plant sizes
Shade Trees- 3" caliper
Large shrubs- 5 gallon
Small shrubs- 1 gallon
Ornamental grasses- 1 gallon
Perennials & Groundcovers- four inch (4") pot
Vines- 1 gallon

8 A large shrub is defined as a specimen (when at full maturity) that is at least four foot in height by four foot in spread (4' ht x 4' spd)

Mueller Native Plant Material List

Austin, TX
Rev June 2017

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
SHADE TREES					
Deciduous Trees					
Acer grandidentatum	Bigtooth Maple	30' x 20'	2" cal	yes	
Carya illinoinensis	Pecan	50' x 50'	3" cal	yes	
Catalpa bignonioides	Catalpa	35' x 35'	8' ht	yes	
Fraxinus texensis	Texas Ash	50' x 40'	2" cal	yes	
Juglans major	Arizona Walnut	40' x 50'	8' ht	yes	
Juglans microcarpa	Little Walnut	20' x 30'	8' ht	yes	
Juglans nigra	Black Walnut	70'x 80'	8' ht	yes	
Populus deltoides	Cottonwood	60' x 40'	2" cal	yes	
Quercus glaucoides / laceyi	Lacey Oak	20' x 40'	2" cal	yes	
Quercus macrocarpa	Bur Oak	75' x 50'	3" cal	yes	
Quercus marilandica	Blackjack Oak	50' x 60'	2" cal	yes	
Quercus muhlenbergii	Chinquapin Oak	60' x 30'	3" cal	yes	
Quercus polymorpha	Mexican White Oak	40' x 30'	3" cal	yes	
Quercus shumardii	Shumard Oak	60' x 40'	3" cal	yes	
Quercus stellata	Post Oak	50' x 75'	2" cal	yes	
Quercus texana	Texas Red Oak	25' x 15'	3" cal	yes	
Sapindus drummondii	Soapberry	30' x 25'	8' ht	yes	
Taxodium distichum	Bald Cypress	75' x 50'	2" cal	yes	
Ulmus americana	American Elm	60' x 40'	2" cal	no	Dutch Elm Disease resistant var
Ulmus crassifolia	Cedar Elm	50' x 35'	3" cal	yes	
Evergreen Trees					
Arbutus texana	Texas Madrone	25' x 30'	6' ht	yes	
Ehretia anacua	Anacua	40' x 30'	8' ht	yes	
Quercus fusiformis	Escarpment Live Oak	50' x 50'	2" cal	yes	
Quercus virginiana	Southern Live Oak	40' x 40'	3" cal	yes	
ORNAMENTAL TREES					
Acacia farnesiana	Huisache	20' x 20'	8' ht	yes	
Aesculus pavia	Red Buckeye	10' x 20'	8' ht	yes	
Bauhinia congesta	Anacacho Orchid Tree	6' x 12 '	8' ht	yes	
Cercis canadensis var mexicana	Mexican Redbud	20' x 15'	8' ht	yes	
Cercis canadensis var texensis	Texas Redbud	20' x 15'	8' ht	yes	
Chilopsis linearis	Desert Willow	20' x 15'	8' ht	yes	
Cornus drummondii	Roughleaf Dogwood	20' x 15'	8' ht	yes	
Cotinus obovatus	Smoke Tree	12' x 8'	8' ht	yes	
Diospyros texana	Texas Persimmon	15' x 10'	8' ht	yes	
Eysenhardtia texana	Kidneywood	12' x 8'	3" cal	yes	
Ilex decidua	Possumhaw Holly	20' x 12'	8' ht	yes	
Ilex vomitoria	Yaupon Holly	20' x 12'	8' ht	yes	
Juniperus virginiana	Eastern Red Cedar	25' x 15'	3" cal	yes	
Leucaena retusa	Goldenball Leadtree	20' x 15'	8' ht	yes	

Botanical Name	Common Name	Ht. x Spd	Min. Size	Drought Tolerant	Comments
Myrica cerifera	Southern Wax Myrtle	10' x 8'	6' ht	yes	
Parkinsonia aculeata	Retama	25' x 20'	8' ht	yes	
Pistacia texana	Texas Pistache	20' x 15'	12' ht	yes	
Prunus caroliniana	Cherry Laurel	25' x 15'	6' ht	yes	
Prunus mexicana	Mexican Plum	20' x 15'	8' ht	yes	
Prunus serotina var eximia	Escarpment Black Cherry	20' x 30'	8' ht	yes	
Rhamnus caroliniana	Carolina Buckthorn	20' x 15'	8' ht	yes	
Rhus copallina / lanceolata	Flameleaf Sumac	15' x 20'	8' ht	yes	
Sophora affinis	Eve's Necklace	20' x 30'	8' ht	yes	
Sophora secundiflora	Texas Mountain Laurel	20' x 10'	6' ht	yes	
Ungnadia speciosa	Mexican Buckeye	20' x 15'	8' ht	yes	
Viburnum rufidulum	Rusty Blackhawk Viburnum	15' x 10'	3" cal	yes	
LARGE SHRUBS					
Evergreen Shrubs					
Berberis trifoliata	Agarita	4' x 4'	3' o c	yes	
Ilex vomitoria 'Nana	Dwarf Yaupon	2' x 2'	2' o c	yes	
Leucophyllum frutescens	Texas Sage	5' x 4'	4' o c	yes	
Myrica pusilla	Dwarf Wax Myrtle	4' x 4'	3' o c	yes	
Rhus virens	Evergreen Sumac	12' x 8'	8' o c	yes	
Rosa carolina	Carolina Rose	2' x 3'	3' o c	yes	
Semi-evergreen Shrubs					
Malpighia glabra	Barbados Cherry	3' x 2'	2' o c	yes	
Deciduous Shrubs					
Ageratina havanensis	White Mistflower / Boneset	5' x 3'	3' o c	yes	
Buddleja davidii	Butterfly Bush	5' x 5'	4' o c	yes	
Callicarpa americana	American Beautyberry	6' x 6'	5' o c	yes	
Cassia corymbosa	Flowering Senna	8' x 6'	5' o c	yes	
Cephalanthus occidentalis	Button Bush	8' x 10'	6' o c	yes	park wetland and pond use only
Eysenhardtia texana	Kidneywood	10' x 6'	6' o c	yes	
Hamamelis virginiana	Witch Hazel	10' x 8'	6' o c	yes	
Lantana horrida	Texas Lantana	4' x 4'	3' o c	yes	
Mimosa borealis	Fragrant Mimosa	4' x 4'	3' o c	yes	
Rhus aromatica	Aromatic Sumac	6' x 4'	5' o c	yes	
Rhus copallina / lanceolata	Flameleaf Sumac	8' x 6'	5' o c	yes	
Senna lindheimeriana	Lindheimer Senna	4' x 4'	3' o c	yes	
Tecoma stans var angustata	Yellow Bells	4' x 4'	4' o c	yes	
SMALL SHRUBS					
Evergreen Shrubs					
Artemesia ludoviciana	Artemesia	2' x 2'	2' o c	yes	
Hesperaloe parviflora	Red Yucca	4' x 4'	3' o c	yes	
Stachys coccinea	Texas Betony	1' x 3'	36" o c	yes	
Tagetes lemmonii	Copper Canyon Daisy	3' x 4'	36" o c	yes	

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
Semi-evergreen Shrubs					
Salvia greggii	Cherry Sage	3' x 3'	3' o c	yes	
Salvia leucantha	Mexican Bush Sage	4' x 4'	48" o c	yes	
Wedelia texana / hispida	Zexmenia	2' x 3'	24" o c	yes	
Deciduous Shrubs					
Anisacanthus quadrifidus var wrightii	Flame Acanthus	3' x 3'	3' o c	yes	
Capsicum annuum	Chile Pequin	3' x 3'	2' o c	yes	
Dalea frutescens	Black Dalea	2' x 4'	3' o c	yes	
Malvaviscus arboreus var drummondii	Turks Cap	3' x 4'	3' o c	yes	
Pavonia lasiopetala	Rock Rose Pavonia	2' x 3'	2' o c	yes	
Symphoricarpos orbiculatus	Coralberry	3' x 4'	3' o c	yes	
GROUND COVERS AND PERENNIALS					
Evergreen Ground Covers					
Calyptocarpus vialis	Horseherb	8" ht	12" o c	yes	
Chrysactinia mexicana	Damianita	24" x 18"	18" o c	yes	
Phyla incisa	Frogfruit	4" x 1'	12" o c	yes	
Rivina humilis	Pigeonberry	1' x 2'	24" o c	yes	
Ruellia brittoniana 'Katie'	Katie Dwarf Ruellia	12" x 12"	12" o c	yes	
Deciduous Ground Covers					
Lantana montevidensis	Trailing Lantana	1' x 4'	36" o c	yes	
Stemodia tomentosa	Wooly Stemodia	6" x 3'	24" o c	yes	
Perennials					
Achillea millefolium	Yarrow	18" x 3'	2' o c	yes	
Aquilegia canadensis	Red Columbine	3' x 2'	12" o c	yes	
Aquilegia chrysantha 'Texas Gold'	Yellow Columbine	3 ' x 2'	12" o c	yes	
Aster oblongifolius	Fall Aster	3' x 2 5'	2' o c	yes	
Callirhoe involucrata	Winecup	1' x 3'	3' o c	yes	
Calylophus berlandieri	Calylophus	1' x 1'	12" o c	yes	
Conoclinium greggii	Gregg's Mistflower	1 5' x 1 5'	18" o c	yes	
Coreopsis lanceolata	Coreopsis	2' x 2'	2' o c	yes	
Dalea greggii	Gregg Dalea	1' x 3'	36" o c	no	
Delphinium carolinianum	Blue Larkspur	2' x 1'	12" o c	yes	
Echinacea purpurea	Purple Coneflower	2' x 1 5'	24" o c	yes	
Eustoma exaltatum spp Russellianium	Texas Bluebells	12" x 12"	12" o c	yes	
Gaura lindheimeri*	Gaura	3' x 2'	18" o c	yes	
Helianthus maximiliana	Maximilian Sunflower	6' ht	36" o c	yes	
Hibiscus coccineus / moscheutos	Perennial Hibiscus	4' x 4'	4' o c	yes	
Hymenoxys / Tetraneuris scaposa	Hymenoxys	12" x 12"	12" o c	yes	
Liatris mucronata	Gayfeather	2' x 2'	24" o c	yes	
Linum pratense	Meadow Flax	18" x 12"	18" o c	yes	
Lobelia cardinalis	Cardinal Flower	3' x 2'	24" o c	yes	
Melampodium leucanthum	Blackfoot Daisy	1' x 2'	24" o c	yes	
Monarda fistulosa	Bee Balm	3' x 4'	36" o c	yes	
Oenothera missouriensis	Missouri Primrose	1 5' x 3'	24" o c	yes	

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
Oenothera speciosa	Evening Primrose	1 5' x 3'	24" o c	yes	
Penstemon baccharifolius	Rock Penstemon	1 5' x 1'	12" o c	yes	
Penstemon tenuis	Gulf Coast Penstemon	1 5' x 1'	12" o c	yes	
Penstemon triflorus	Scarlet Penstemon	2' x 1 5'	18" o c	yes	
Physostegia virginiana	Fall Obedient Plant	3' x 2'	36" o c	yes	
Rudbeckia hirta	Black-eyed Susan	2' x 1 5'	24" o c	yes	
Salvia coccinea	Tropical Sage	3' x 2'	24" o c	yes	
Salvia farinacea	Mealy Blue Sage	2' x 1 5'	18" o c	yes	
Salvia penstemonoides	Big Red Sage	4' x 2'	24" o c	yes	
Salvia roemeriana	Cedar Sage	2' x 3'	36" o c	yes	
Thelypteris kunthii	River Fern	3' x 3'	36" o c	no	
Verbena bipinnatifida	Prairie Verbena	1' x 2'	18" o c	yes	
Viguiera stenoloba	Skeletonleaf Goldeneye	2' x 3'	24" o c	yes	
VINES					
Evergreen Vines					
Bignonia capreolata	Crossvine	50'	NA	yes	
Gelsemium sempervirens	Carolina Jessamine	20'	NA	yes	
Lonicera sempervirens	Coral Honeysuckle	12'	NA	yes	
Deciduous Vines					
Clematis spp	Clematis	NA	NA	yes	
Parthenocissus quinquifolia	Virginia Creeper	20'	NA	yes	
Passiflora incarnata	Passion Vine	12'	NA	yes	
Vitus mustangensis	Mustang Grape	10'	NA	yes	
Wisteria macrostachya	Texas Wisteria	30'	NA	yes	
GRASSES					
Ornamental Grasses					
Andropogon gerardii	Big Bluestem	5' x 3'	36" o c	yes	
Andropogon glomeratus	Bushy Bluestem	4' x 2'	36" o c	yes	
Bouteloua curtipendula	Side Oats Grama	3' x 2'	36" o c	yes	park wetland and pond use only
Bouteloua gracilis	Blue Grama	1' x 1'	Seed	yes	
Buchloe dactyloides	Buffalograss	1' x 1'	Seed	yes	
Chasmanthium latifolium	Inland Sea Oats	4' x 8'	5' o c	yes	
Muhlenbergia capillaris	Gulf Muhly	2 5' x 2'	24" o c	yes	
Muhlenbergia lindheimeri	Big Muhly	5' x 3'	5' o c	yes	
Muhlenbergia reverchonii	Seep Muhly	3' x 2'	24" o c	yes	
Muhlenbergia rigens	Deer Muhly	1' x 1'	12" o c	yes	
Nolina texana	Basket Grass / Sacahuista	2' x 2'	24" o c	yes	
Panicum virgatum	Switchgrass	4' x 4'	48" o c	yes	
Schizachyrium scoparium	Little Bluestem	3' x 1 5'	18" o c	yes	
Sorghastrum nutans	Indian Grass	4' x 5'	48" o c	yes	
Sporobolus airoides	Alkali Sacaton	2' x 2'	24" o c	yes	
Stipa tenuissima	Mexican Feather Grass	2' x 1 5'	24" o c	yes	

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
ACCENTS					
Agave spp	Agave	4' x 6'	5' o c	yes	
Dasylirion texana	Texas Sotol	4' x 4'	4' o c	yes	
Opuntia engelmannii var lindheimeri	Prickly Pear Cactus	3' x 3'	3' o c	yes	
Sabal minor	Dwarf Palmetto	5' x 5'	4' o c	no	
Yucca pallida	Paleleaf Yucca	1' x 2'	2' o c	yes	
Yucca pendula / recurvifolia	Softleaf Yucca	5' x 3'	3' o c	yes	
Yucca rupicola	Twisted Leaf Yucca	2' x 2'	2' o c	yes	

Mueller Well Adapted Plant Material List

Some native species are on this list because they are difficult to find in stores or not well suited for soil conditions on this site

Botanical Name	Common Name	Ht. x Spd	Min Size	Drought Tolerant	Comments
SHADE TREES					
Deciduous Trees					
Acer palmatum	Japanese Maple	15' x 10'	6' ht	no	specimen or container use only
Fraxinus cuspidata	Fragrant Ash	10' x 15'	8' ht	yes	
Koelreuteria paniculata	Golden Rain Tree	30' x 25'	2" cal	yes	ornamental accent use only
Lagerstroemia indica	Crape Myrtle	25' x 15'	8' ht	yes	
Magnolia soulangiana	Saucer Magnolia	30' x 25'	8' ht	no	ornamental accent use only
Platanus mexicana	Mexican Sycamore	60' x 40'	3" cal	yes	
Prosopis glandulosa	Honey Mesquite	25' x 30'	8' ht	yes	
Quercus sinuata	Durand Oak	50' x 70'	2" cal	yes	
Quercus sinuata brevifolia	Shin Oak	30' x 35'	2" cal	yes	
Salix babylonica	Weeping Willow	30' x 25'	2" cal	no	park wetland and pond use only
Salix nigra	Black Willow	50' x 40'	2" cal	no	park wetland and pond use only
Taxodium mucronatum	Montezuma Cypress	75' x 50'	2" cal	yes	
Evergreen Trees					
Cedrus deodara	Deodar Cedar	30' x 15'	12' ht	yes	
Cupressus arizonica	Arizona Cypress	30' x 20'	8' ht	yes	
Eriobotrya japonica	Loquat	15' x 10'	6' ht	no	
Juniperus chinensis 'Blue Point'	Blue Point Juniper	15' x 5'	4' ht	yes	
Pinus eldarica	Afghan Pine	50' x 25'	8' ht	yes	
Pinus pinea	Italian Stone Pine	80' x 40'	8' ht	yes	
Pinus thunbergii	Japanese Black Pine	50' x 25'	8' ht	yes	
ORNAMENTAL TREES					
Prunus persica	Flowering Peach	15' x 10'	8' ht	yes	ornamental accent use only
LARGE SHRUBS					
Evergreen Shrubs					
Abelia grandiflora	Glossy Abelia	6' x 6'	4' o c	yes	
Abelia grandiflora, dwarf varieties	Dwarf Abelia	3' x 3'	3' o c	yes	'Edward Goucher', 'Sherwoodii'
Artemesia x 'Powis Castle'	Powis Castle Artemesia	2' x 2'	2' o c	yes	
Cotoneaster glaucophylla	Grayleaf Cotoneaster	3' x 5'	3' o c	yes	
Cotoneaster spp	Cotoneaster	3' x 5'	3' o c	yes	
Cycas revoluta	King Sago	6' x 4'	5' o c	no	specimen or container use only
Dietes bicolor	Bicolor Iris	3' x 3'	3' o c	yes	
Fatsia japonica	Fatsia	4' x 4'	3' o c	no	specimen or container use only
Feijoa sellowiana	Pineapple Guava	6' x 6'	5' o c	yes	
Jasminum floridum	Florida Jasmine	3' x 4'	4' o c	yes	
Jasminum mesnyi	Primrose Jasmine	8' x 8'	5' o c	yes	
Juniperus chinensis 'Parsonii'	Parsons Juniper	2' x 3'	3' o c	yes	
Juniperus chinensis 'Sea Green'	Sea Green Juniper	5' x 6'	4' o c	yes	
Juniperus conferta	Shore Juniper	1 5' x 8'	6' o c	yes	
Juniperus horizontalis cultivars	Andorra Juniper	2' x 4'	3' o c	yes	
Loropetalum spp	Loropetalum	8' x 5'	4' o c	yes	

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
Mahonia bealei	Leatherleaf Mahonia	4' x 3'	3' o c	no	
Rosa spp	Rose	varies	NA	yes	
Rosmarinus officinalis	Upright Rosemary	4' x 5'	3' o c	yes	
Rosmarinus officinalis 'prostratus'	Prostrate Rosemary	2' x 5'	3' o c	yes	
Viburnum suspensum	Sandankwa Viburnum	6' x 6'	4' o c	no	
Semi-evergreen Shrubs					
Dalea bicolor	Dalea	3' x 3'	3' o c	yes	
Salvia melissodora	Grape-Scented Sage	3' x 3'	3' o c	yes	
Salvia x superba	Blue Queen Sage	3' x 3'	3' o c	yes	
Deciduous Shrubs					
Berberis thunbergii	Japanese Barberry	4' x 4'	3' o c	yes	
Berberis thunbergii 'Atropurpurea'	Red Leaf Japanese Barberry	5' x 5'	4' o c	yes	
Berberis thunbergii, dwarf varieties	Japanese Barberry, dwarf	2' x 2'	2' o c	yes	'Crimson Pygmy', 'Aurea'
Buddleja marrubiifolia	Wooly Butterfly Bush	6' x 6'	5' o c	yes	
Cassia lindheimeriana	Lindheimer's Cassia	2' x 3'	2' o c	yes	
Chaenomeles speciosa	Flowering Quince	6' x 6'	5' o c	no	
Eupatorium coelestinum	Blue Mistflower	3' x 3'	3' o c	yes	
Hibiscus syriacus	Althea	10' x 6'	5' o c	no	
Philadelphus coronarius	Mock Orange	10' x 8'	6' o c	yes	
Punica granatum	Pomegranate	10' x 6'	4' o c	yes	
Salvia regla	Mountain Sage	5' x 4'	3' o c	yes	
Teucrium fruticans	Bush Germander	5' x 5'	5' o c	yes	
Viburnum dentatum	Arrowwood	15' x 10'	8' o c	yes	
GROUND COVERS AND PERENNIALS					
Evergreen Ground Covers					
Aspidistra elatior	Cast Iron Plant	36" x 24"	24" o c	no	
Carex perdentata	Meadow Sedge	18" x 18"	12" o c	yes	
Carex texensis	Texas Sedge	8" x 18"	12" o c	yes	
Carex tumulicola	Berkeley Sedge	12" x 12"	12" o c	yes	
Hypericum calycinum	St John's Wort	24" x 24"	24" o c	yes	
Liriope gigantea	Giant Liriope	24" ht	24" o c	no	
Liriope muscari	Liriope and varieties	18" ht	18" o c	no	
Ophiopogon japonicus	Monkey Grass	12" ht	12" o c	no	
Oreganum vulgare	Oregano	36" x 36"	36" o c	yes	
Santolina chamaecyparissus	Santolina	12" x 24"	24" o c	yes	
Sedum nuttallianum	Sedum	6" ht	12" o c	yes	
Setcreasea pallida	Purple Heart	12" ht	12" o c	yes	specimen or container use only
Deciduous Ground Covers					
Ceratostigma plumbaginoides	Leadwort Plumbago	12" ht	18" o c	yes	
Dichondra argentea	Silver Ponyfoot	4" ht	24" o c	yes	
Plumbago auriculata	Blue Plumbago	3' x 5'	36" o c	yes	

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
Perennials					
Agapanthus africanus	Agapanthus	24" ht	2' o c	no	specimen or container use only
Aquilegia chrysantha x 'Hinkleyana'	Hinkley's Columbine	3' x 2'	12" o c	yes	
Asclepias curassivica	Mexican Butterfly Weed	3' x 1'	12" o c	yes	
Asclepias tuberosa	Butterfly Weed	3' x 1'	12" o c	yes	
Bulbine frutescens / caulescens	Bulbine	2' x 2 5'	2' o c	yes	
Caesalpinia pulcherrima	Poinciana	6' x 6'	5' o c	yes	specimen or container use only
Canna spp	Canna Lily	4' x 4'	4' o c	no	specimen use only
Chrysanthemum leucanthemum	Oxeye Daisy	3' x 3'	3' o c	yes	
Cuphea hyssopifolia	Mexican Heather	2' x 2'	2' o c	yes	
Cuphea micropetala	Cigar Plant	4' x 3'	3' o c	yes	
Dietes spp	Butterfly Iris	4' x 3'	36" o c	yes	
Eupatorium wrightii	White Mistflower	2' x 2'	24" o c	yes	
Hamelia patens	Firebush	2 5' x 3'	36" o c	no	
Hemerocallis spp	Daylilies	3' ht	24" o c	yes	
Hibiscus cardiophyllus	Heartleaf Hibiscus	12" x 12"	12" o c	yes	
Ipomoea fistulosa / leptophylla	Bush Morning Glory	7' x 7'	6' o c	yes	
Iris albicans	Bearded Iris	1' x 3'	36" o c	yes	
Iris spp	Iris	2'-5' ht	24" o c	yes	
Justicia brandegeana	Shrimp Plant	3' x 4'	24" o c	yes	
Justicia spicigera	Mexican Honeysuckle	2' x 4'	36" o c	yes	
Lantana x hybrida	Lantana	2' x 4'	36" o c	yes	
Nepeta x faassenii 'Six Hills Giant'	Catmint	4' x 3'	36" o c	yes	
Perovskia atriplicifolia	Russian Sage	3' x 3'	36" o c	yes	
Phlomis fruticosa	Jerusalem Sage	3' x 3'	36" o c	yes	
Phlox paniculata	Garden Phlox	3' x 2'	36" o c	yes	
Poliomintha longiflora	Mexican Oregano	3' x 3'	36" o c	yes	
Salvia guaranitica	Majestic Sage	4' x 5'	48" o c	yes	
Salvia x 'Indigo Spires'	Indigo Spires Salvia	3' x 5'	48" o c	yes	
Scutellaria suffrutescens	Pink Skullcap	1' x 2'	24" o c	yes	
Stachys byzantina	Lamb's Ear	2' x 4'	36" o c	yes	
Tagetes lucida	Mexican Mint Marigold	2' x 3'	36" o c	yes	
Tradescantia x Andersoniana	Spiderwort	2' x 2'	24" o c	yes	
Verbena peruviana	Peruvian Verbena	1' x 2'	18" o c	yes	
Verbena tenuisectum	Moss Verbena	1' x 2'	18" o c	yes	
VINES					
Evergreen Vines					
Ficus pumila	Fig Vine	20'	NA	yes	
Rosa banksiae	Lady Banksia Rose	20' ht	NA	yes	
Trachelospermum jasminoides	Confederate Jasmine	10'-15'	NA	yes	
Deciduous Vines					
Antigonon leptopus	Coral Vine / Rose of Montana	NA	NA	yes	
Bougainvillea spp	Bougainvillea	NA	NA	yes	specimen or container use only
Campsis radicans	Trumpet Vine	NA	NA	yes	
Ipomoea quamoclit	Cypress Vine		NA	yes	
Parthenocissus tricuspidata 'Veitchii'	Boston Ivy		NA	yes	

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
GRASSES					
Ornamental Grasses					
Cortaderia selloana 'Pumila'	Dwarf Pampas Grass	6' x 6'	48" o c	yes	
Elymus canadensis	Wild Rye	4' x 4'	48" o c	yes	
Muhlenbergia dumosa	Bamboo Muhly	5' x 4'	48" o c	yes	
Pennisetum alopecuroides	Fountain Grass	3' x 3'	36" o c	yes	
Turf Grasses					
Cynodon spp	Bermuda hybrid varieties	Sod		yes	
Stenotaphrum secundatum	St Augustine	Sod		no	shaded areas only
Zoysia japonica	Zoysia	Seed or Sod		yes	

Mueller Edible Plant Material List

Botanical Name	Common Name	Ht. x Spd.	Min. Size	Drought Tolerant	Comments
Agarita	no named varieties	4' x 4'		yes	
Apple	Anna, Dorsette Golden, Ein Shemer, Stark Gala, Mollies Delicious	30' ht		no	
Black Walnut	Thomas	50' ht		yes	Arizona Walnut or Little Walnut are easy care native alternatives
Blackberry	Brazos, Brison, Navaho, Rosborough, Womack, Cheyenne	4' x 3'		no	
Escarpment Black Cherry	no named varieties	20' x 30'		yes	
Fig	Alma, Celeste, Texas Everbearing	15' ht		no	
Grape	Champanel, Black Spanish, Siebel 9110, Fredonia, Mars, Reliance, Suffolk Red	8' x 8'		no	Mustang Grape is easy care native alternative
Jujube	Lang, Li	30' ht		no	
Kumquat	Meiwa	15' ht		no	
Loquat	Early Red, Oliver, Advance, Champagne	20' ht		no	
Mexican Plum	no named varieties	20' x 15'		yes	
Mulberry	Paradise, Shangri La, Texas Mulberry, White Mulberry, Red Mulberry	45' ht		yes	Paper Mulberry is non-native and invasive - do not plant
Paw Paw	Mitchell, Overleese, Prolific, Taytoo	20' ht		no	
Peach	Sentinel, Harvester, Redglobe, Redskin, Dixiland, Springold, Bicentennial, June Gold	10' ht		no	
Pear	Moonglow, Magness, Seckel, Orient, Keiffer, Garber, Leconte, Warran	20' ht		no	
Pecan	Cheyenne, Choctaw, Sioux, Caddo, Desirable, Kiowa, Podsednik, Shawnee, Western, Wichita	50' x 50'		yes	
Persimmon	Eureka, Fuyu, Hachiya, Tamopan, Tane-nashi	25' ht		yes	
Plum	Allred, Bruce, Methley, Morris, Ozark Premier, Santa Rosa	15' ht		no	
Pomegranate	Wonderful	15 'x 10'		yes	
Prickly Pear Cactus	spineless varieties are easier to handle	3' x 3'		yes	
Strawberry	Sequoia, Tioga, Cardinal	12" x 12"		no	best grown as annual in Texas heat

Mueller Do Not Plant List

The following list is taken from the Native and Adapted Landscape Plants Grow Green invasive plant list
See Grow Green guide for most current list

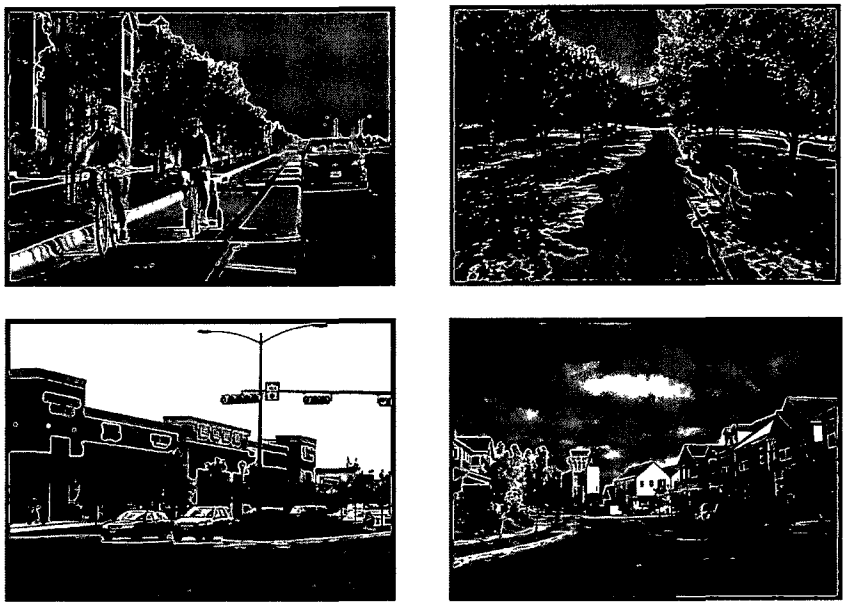
Running Bamboo
Chinaberry
Chinese Parasol Tree
Chinese Pistache
Giant Cane
Kudzu
Japanese Ligustrum
Paper Mulberry
Nandina (berrying varieties)
Large Leaf Privet
Small Leaf Privet
Russian Olive
Tree of Heaven
Elephant Ear
Japanese Holly Fern
Wisteria (non-native)
Cat's Claw Vine
Chinese Tallow
Janpanese Honeysuckle
Wax Leaf Ligustrum
Mimosa (non-native)
White Mulberry
Chinese Photinia
Red Tip Photinia
Pyrancantha
Salt Cedar Tamarisk
Vitex (agnus-castus)
English Ivy
Vinca (perennial varieties)
Golden Bamboo
Johnsongrass

The following list of plants do not meet the design intent for the Texas native landscape character or are inappropriate for on site conditions

Trees:
Arizona Ash
Bradford Pear
Chinese Elm (Drake and Lacebark)
Green Ash
Italian Cypress
River Birch
Silver Maple
Sugar Maple
Sweetgum
American Sycamore (*Platanus occidentalis*)

Shrubs:
Azaleas
Boxwood
Burford Holly
Camellias
Chinese Holly
Euonymus
Indian Hawthorn
Photinia
Pittosporum
Rhododendron
Topiaries

Ground Covers:
Asian Jasmine



APPENDIX D

MUELLER STREET CROSS SECTIONS

MUELLER

AUSTIN TEXAS

Original Edition
NOVEMBER 2004

REVISED JULY 2018

Disclaimer

These Mueller Street Cross Sections are envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances As such, it is anticipated that over the life of the community, the cross sections herein will be refined, waived or amended to incorporate new conditions, special opportunities and/or circumstances

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied, with respect to this manual

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Town Center Main Street 6

Neighborhood Connector Streets 7

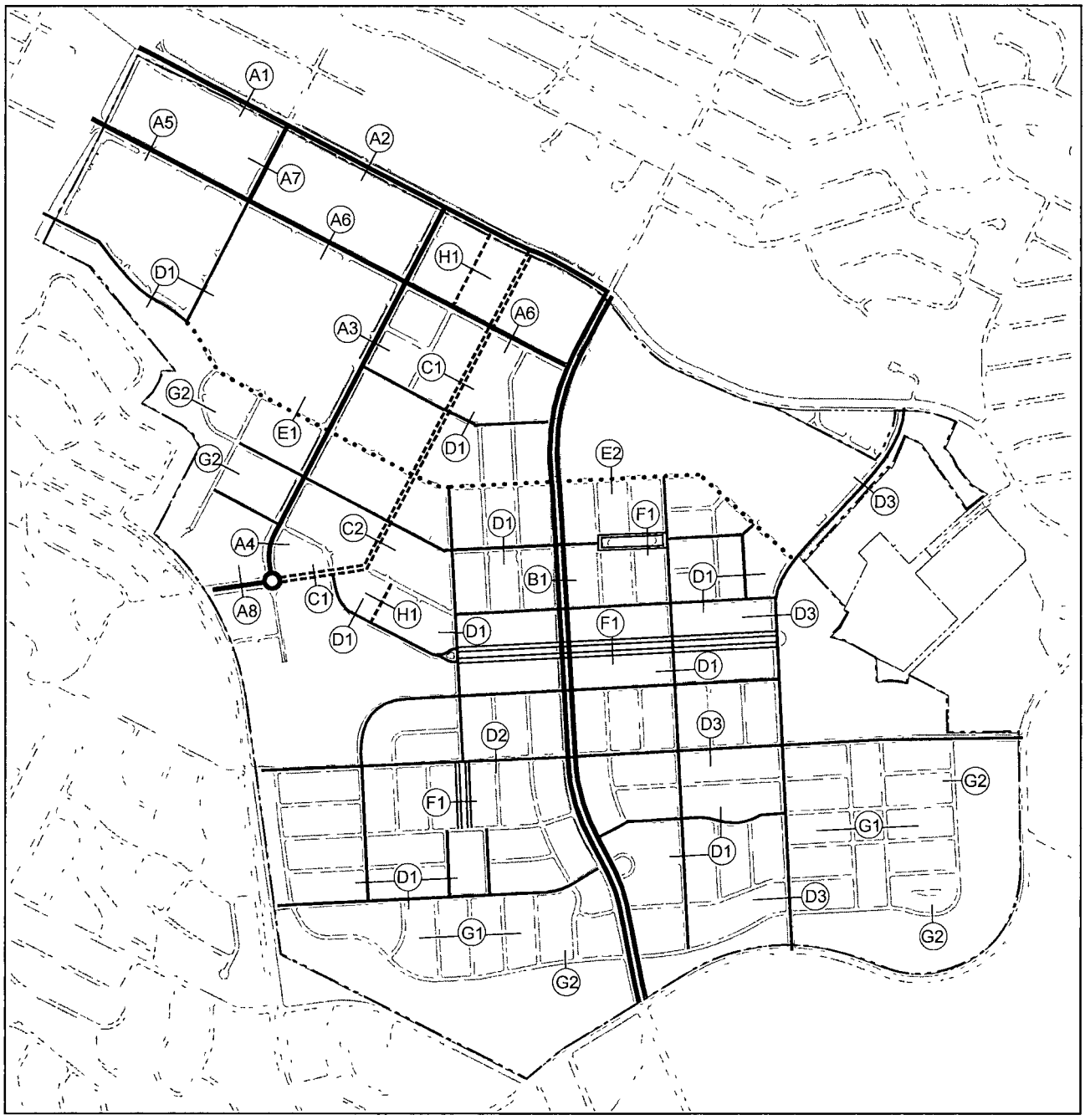
Greenway Street 9

Park Boulevards 10

Neighborhood Local Streets 10

Service Streets 11

Neighborhood Alleys 12



Street Types Map

Legend

(A) BOULEVARDS (FOUR LANES WITH MEDIAN)
- **A1** 51ST STREET LOOKING WEST - IH-35 TO LANCASTER DR
- **A2** 51ST STREET LOOKING WEST - LANCASTER DR TO BERKMAN DR
- **A3** MUELLER BOULEVARD - 51ST ST TO PHILOMENA ST
- **A4** MUELLER BOULEVARD LOOKING NORTH - PHILOMENA ST TO ALDRICH ST
- **A5** BARBARA JORDAN BOULEVARD - IH-35 TO LANCASTER DR
- **A6** BARBARA JORDAN BOULEVARD LOOKING EAST - LANCASTER DR TO BERKMAN DR
- **A7** LANCASTER DRIVE LOOKING NORTH - BARBARA JORDAN BLVD TO 51ST ST
- **A8** ALDRICH STREET LOOKING WEST (ENTRY BOULEVARD) - AIRPORT BLVD TO MUELLER BLVD

(B) TRANSIT BOULEVARD
- **B1** BERKMAN DRIVE

(C) TOWN CENTER MAIN STREET
- **C1** ALDRICH STREET - 51ST ST TO PHILOMENA ST
- **C2** ALDRICH STREET LOOKING NORTH - PHILOMENA ST TO MCBEE ST

(D) NEIGHBORHOOD CONNECTOR STREETS
- **D1** TYPICAL NEIGHBORHOOD CONNECTOR STREET
- **D2** NEIGHBORHOOD CONNECTOR STREET WITH BIKE LANES (ZACH SCOTT STREET WEST)
- **D3** NEIGHBORHOOD CONNECTOR STREET WITH TWO-WAY CYCLE TRACK (ZACH SCOTT STREET EAST, TILLEY STREET)

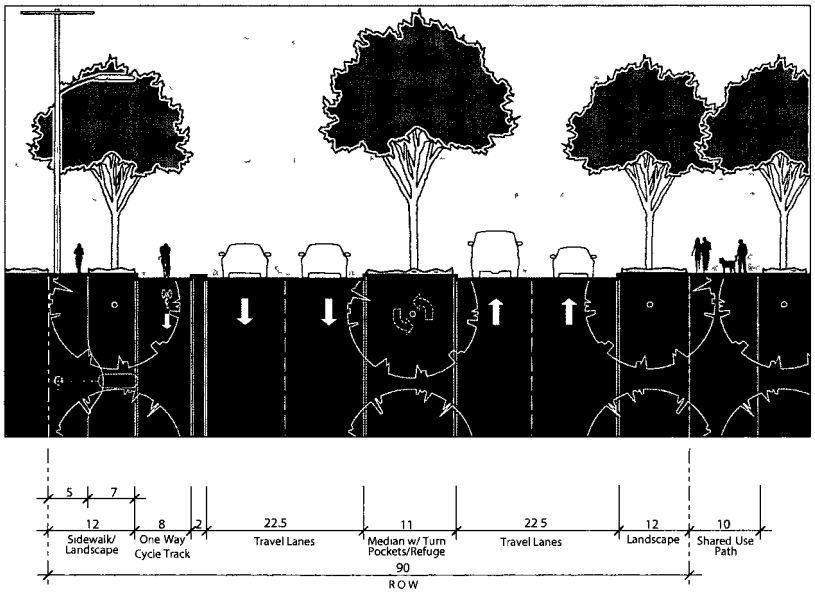
(E) GREENWAY STREET
- **E1** PHILOMENA STREET LOOKING WEST - LANCASTER DR TO MUELLER BLVD
- **E2** PHILOMENA STREET LOOKING WEST - MUELLER BLVD TO TILLEY ST

(F) PARK BOULEVARDS
- **F1** MATTIE STREET, SIMOND AVENUE, ROBERT BROWNING STREET

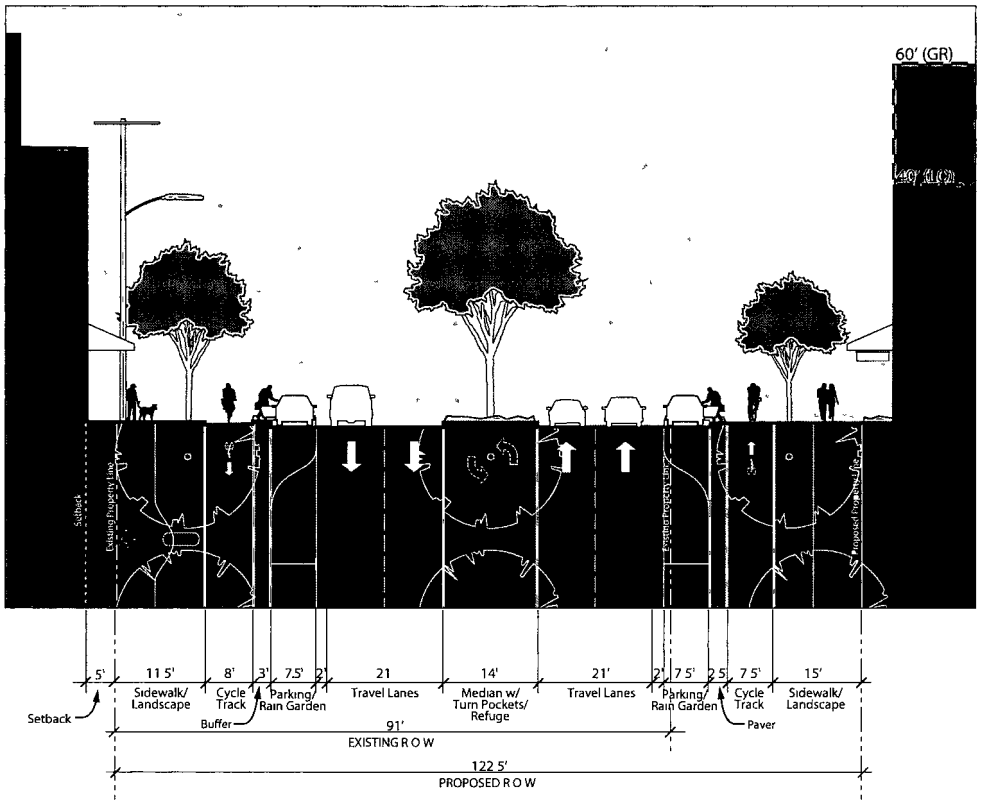
(G) NEIGHBORHOOD LOCAL STREETS
- **G1** NEIGHBORHOOD LOCAL QUEUING STREET - INTERIOR
- **G2** NEIGHBORHOOD LOCAL STREET - ADJACENT TO GREENWAY

(H) SERVICE STREETS
- **H1** SERVICE STREET

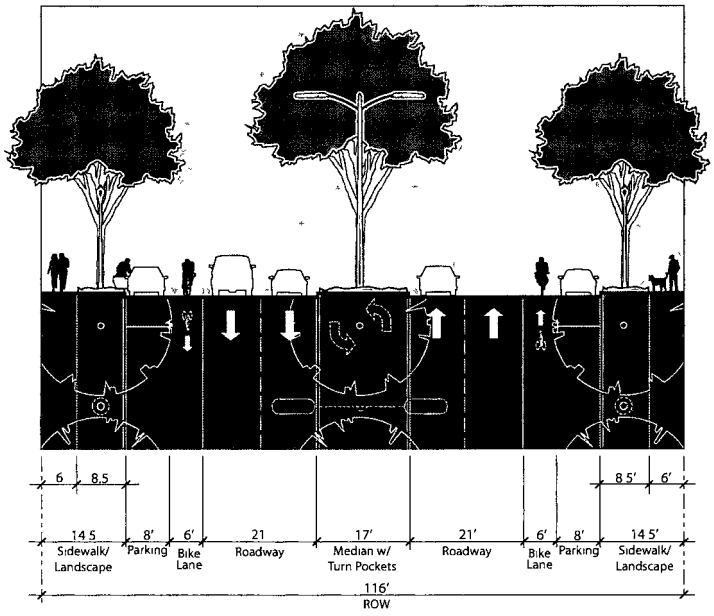
(J) NEIGHBORHOOD ALLEYS (NOT SHOWN AT LEFT)
- **J1** NEIGHBORHOOD ALLEY



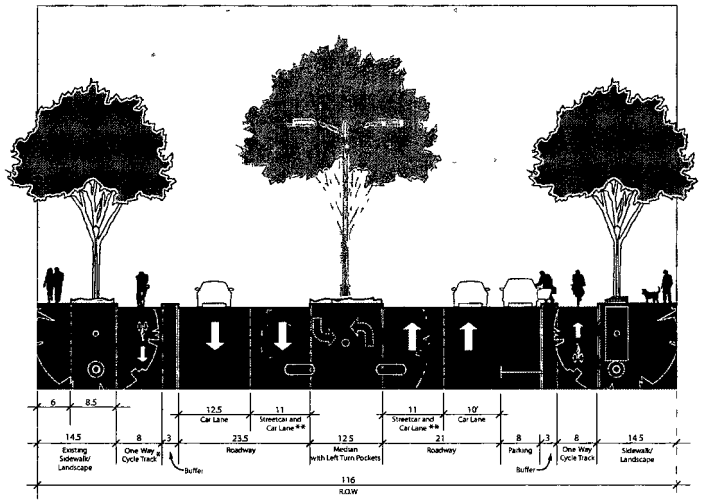
A1 BOULEVARD
51ST STREET LOOKING WEST
(IH-35 TO LANCASTER DR)



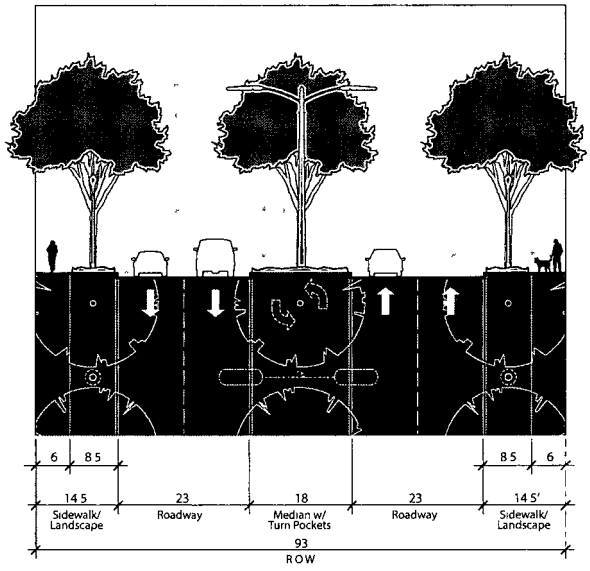
A2 BOULEVARD
51ST STREET LOOKING WEST
(LANCASTER DR TO BERKMAN DR)



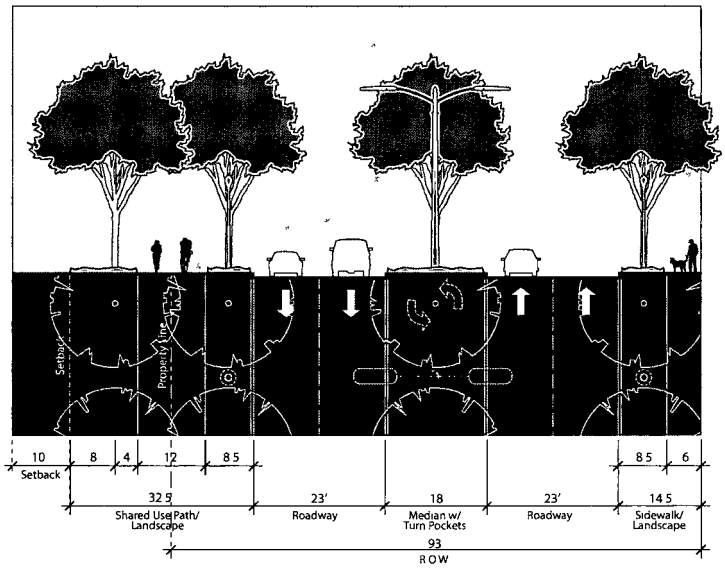
A3 BOULEVARD
MUELLER BOULEVARD LOOKING NORTH
(51ST ST TO PHILOMENA ST)



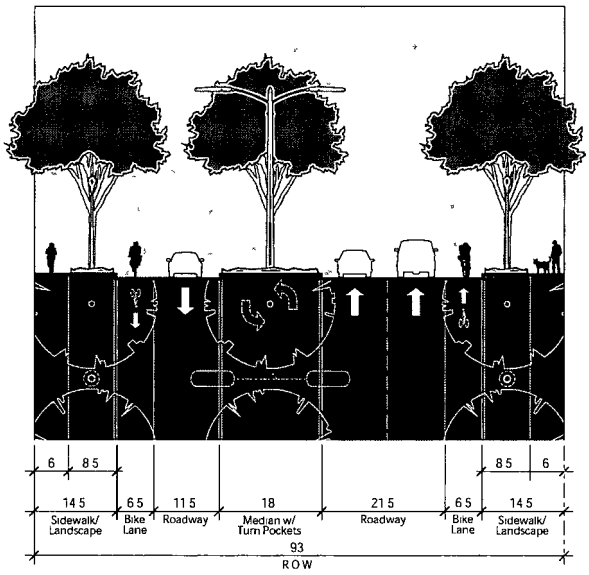
A4 BOULEVARD
MUELLER BOULEVARD LOOKING NORTH
(PHILOMENA ST TO ALDRICH ST)
* Note Parking instead of cycle track on west side between Ragsdale St and Aldrich St
** Note Potential for High Capacity Transit



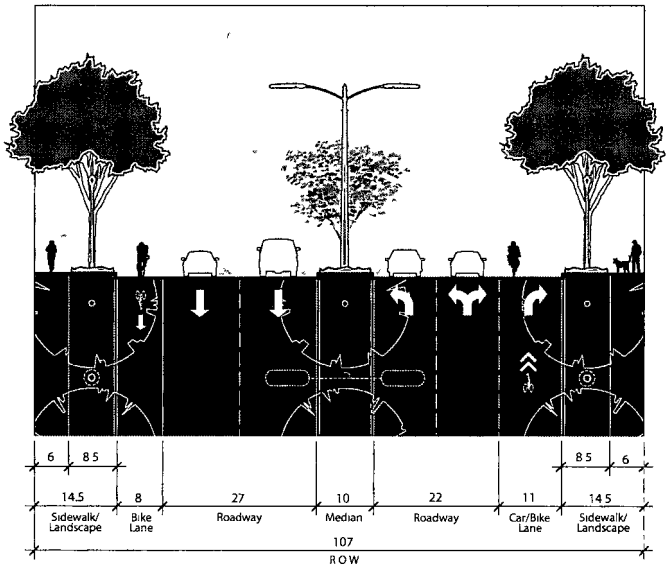
A5 BOULEVARD
BARBARA JORDAN BOULEVARD
(IH-35 TO LANCASTER DR)



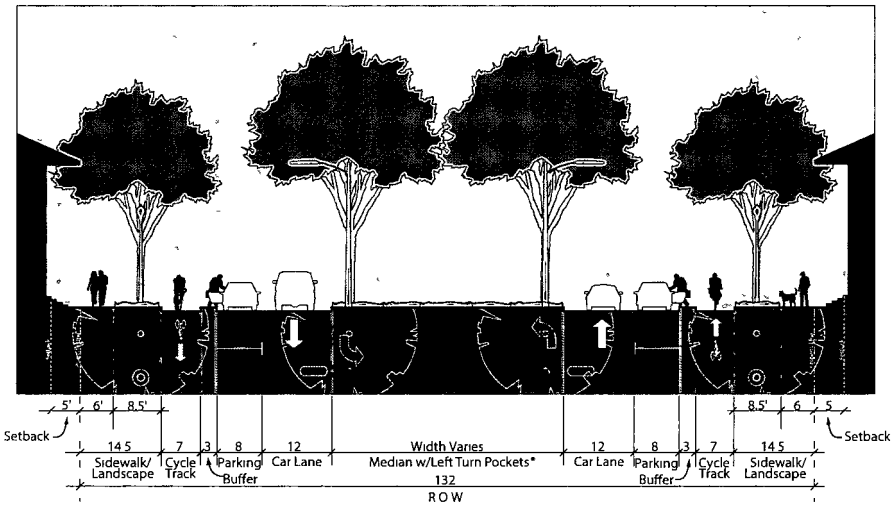
A6 BOULEVARD
BARBARA JORDAN BOULEVARD LOOKING EAST
(LANCASTER DR TO BERKMAN DR)



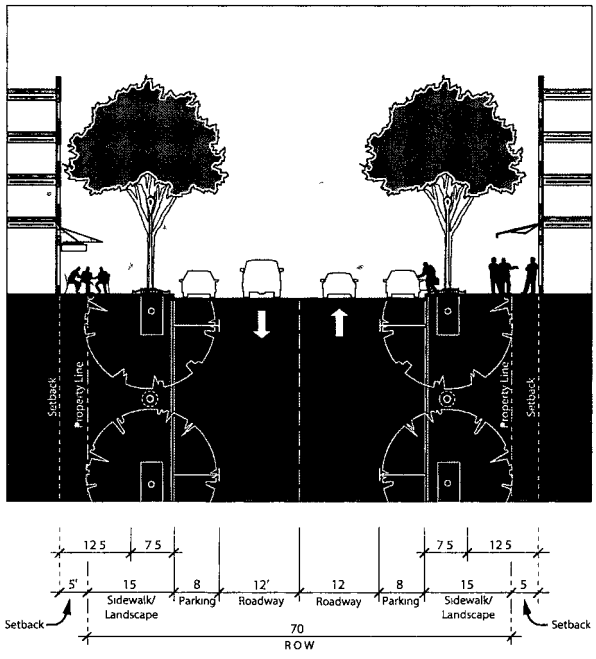
A7 BOULEVARD
LANCASTER DRIVE LOOKING NORTH
(BARBARA JORDAN BLVD TO 51ST ST)



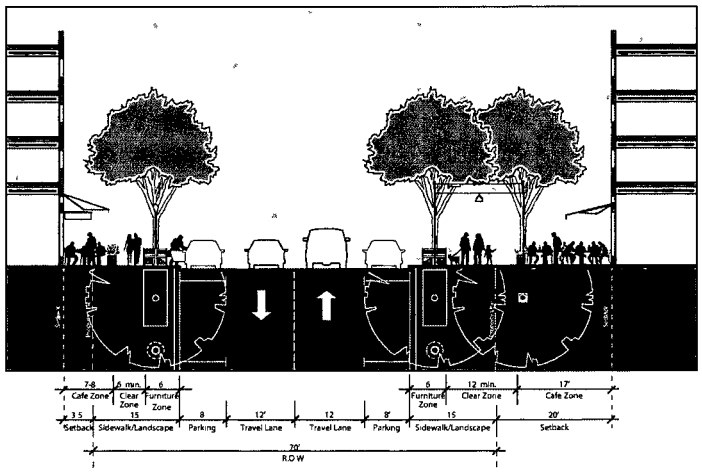
A8 BOULEVARD
ALDRICH STREET LOOKING WEST (ENTRY BOULEVARD)
(AIRPORT BLVD TO MUELLER BLVD)



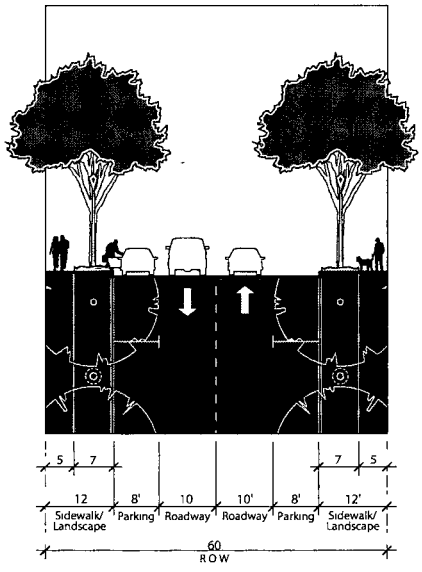
B1 TRANSIT BOULEVARD
BERKMAN DRIVE
(BARBARA JORDAN BLVD TO ANTONE ST)
* Note Potential for High Capacity Transit



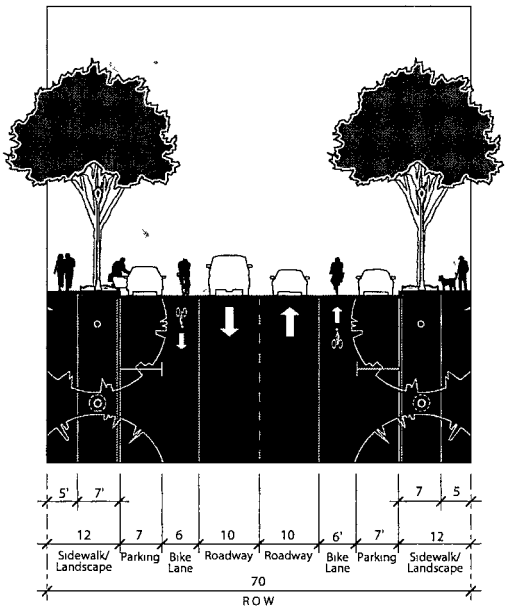
C1 TOWN CENTER MAIN STREET
ALDRICH STREET
(51ST ST TO PHILOMENA ST)
(McBEE ST TO MUELLER BLVD)



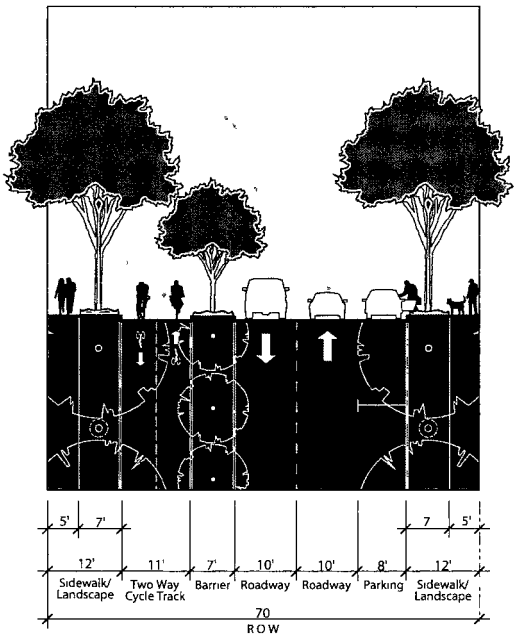
C2 TOWN CENTER MAIN STREET
ALDRICH STREET LOOKING NORTH
(PHILOMENA ST TO MCBEE ST)



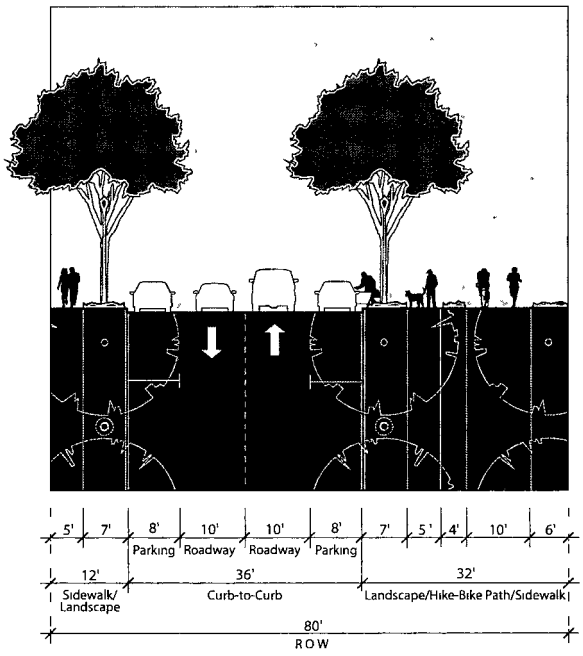
D1 TYPICAL NEIGHBORHOOD CONNECTOR STREET



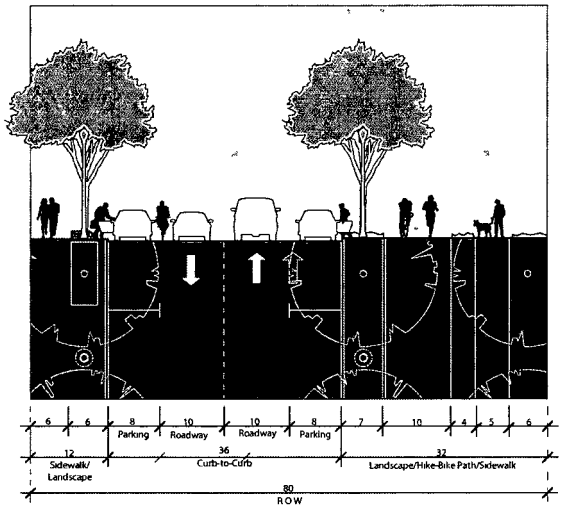
D2 NEIGHBORHOOD CONNECTOR STREET WITH BIKE LANES
ZACH SCOTT STREET
(WEST OF BERKMAN DR)



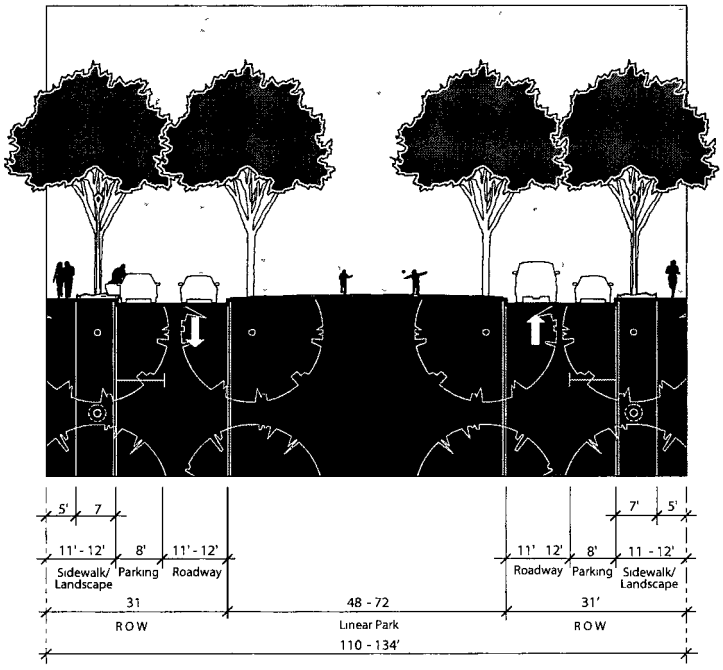
D3 NEIGHBORHOOD CONNECTOR STREET WITH TWO WAY CYCLE TRACK
ZACH SCOTT STREET LOOKING EAST/TILLEY STREET LOOKING SOUTH
(EAST OF BERKMAN DR /SOUTH OF ZACH SCOTT ST)



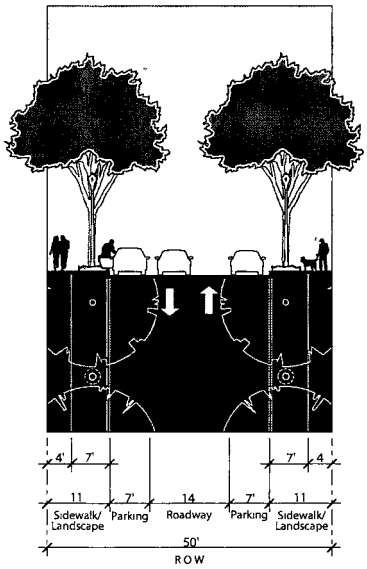
E1 GREENWAY STREET
PHILOMENA STREET LOOKING WEST
(LANCASTER DR TO MUELLER BLVD)



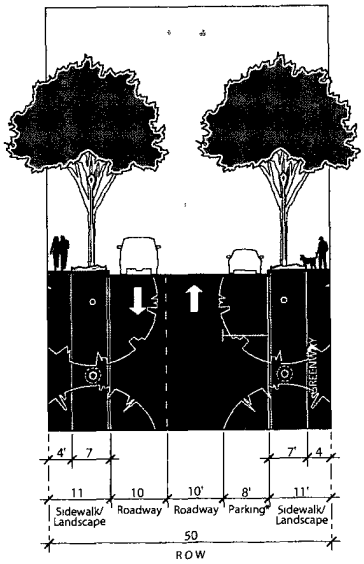
E2 GREENWAY STREET
PHILOMENA STREET LOOKING WEST
(MUELLER BLVD TO TILLEY ST)



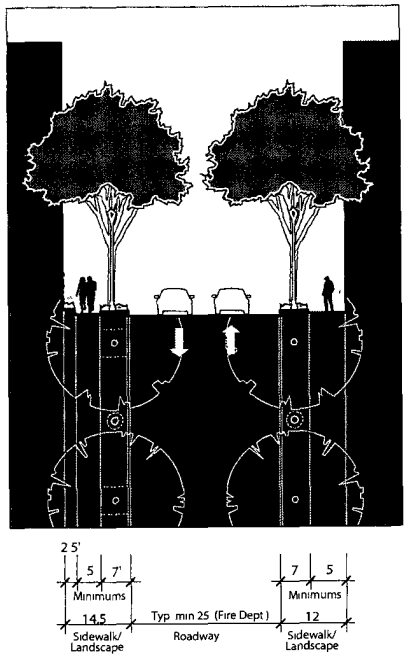
F1 PARK BOULEVARD
MATTIE STREET (ZACH SCOTT ST TO MCCLOSKEY ST),
ROBERT BROWNING STREET (KOCUREK ST TO VAUGHAN ST)
SIMOND AVENUE (MATTIE ST TO TILLEY ST)



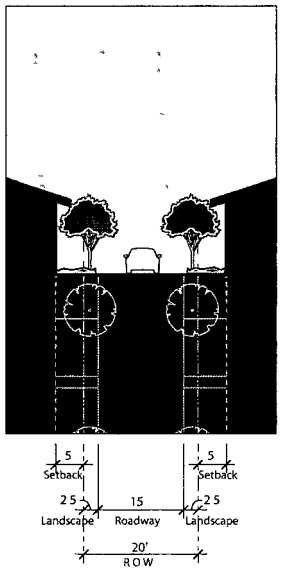
G1 NEIGHBORHOOD LOCAL QUEUING STREET
(INTERIOR)



G2 NEIGHBORHOOD LOCAL STREET
(ADJACENT TO GREENWAY)
* Note Parking adjacent to greenway



H1 SERVICE STREET
LOOKING NORTH



H1 NEIGHBORHOOD ALLEY



ELS Design Group

APPENDIX E

ALDRICH STREET DISTRICT STREETSCAPE MANUAL

MUELLER

AUSTIN TEXAS

REVISED MARCH 2019

Disclaimer:

This Streetscape Manual is envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances As such, it is anticipated that over the life of the community, the guidelines herein will be refined, waived or amended to incorporate new conditions, special opportunities and/or circumstances

The Master Developer and the City of Austin advise any party acquiring an interest in the property to obtain a current copy of this manual before making any decisions about acquiring any such interest

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied, with respect to this manual Each party acquiring an interest in property that is the subject of this Streetscape Manual, whether by purchase, lease, as collateral for a loan or otherwise, acknowledges and agrees that it is acquiring such interest without relying upon any such representation, warranty, statement or other assertion, oral or written, made by the Master Developer or the City or any representative of either, with respect to this Streetscape Manual, but rather, is relying upon its own examination and inspection

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Street Furnishings 21

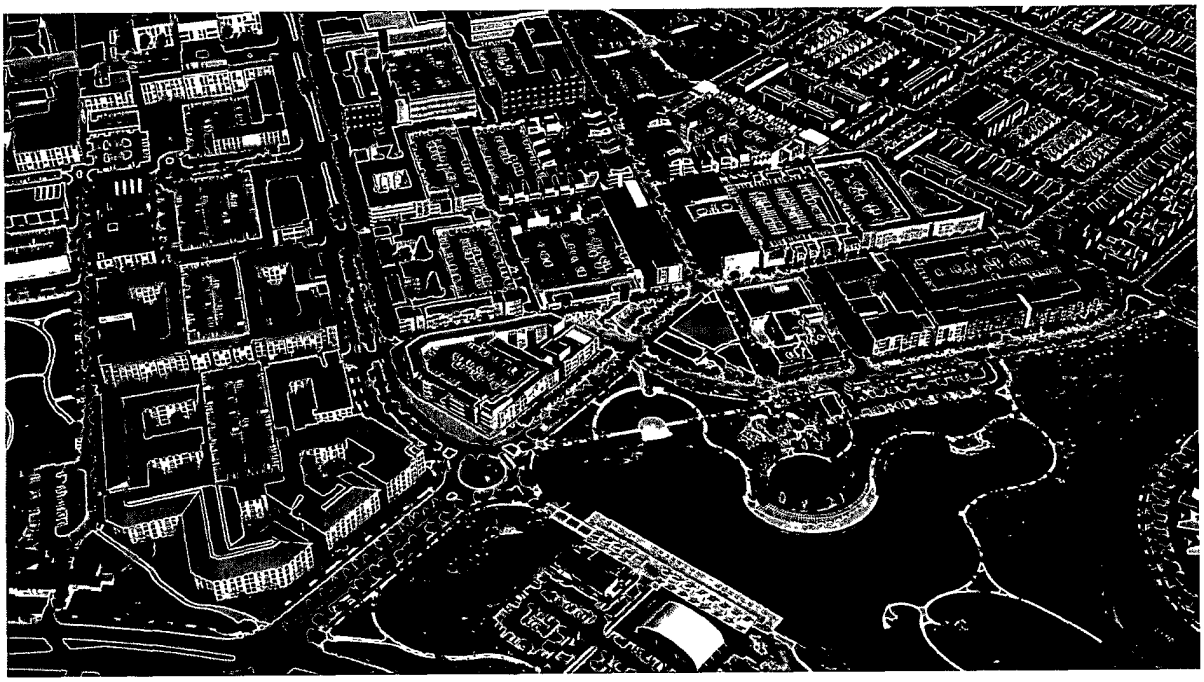
Street Lighting 25

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Town Center streets will extend the landscape qualities of Lake Park into the mixed-use district.

INTRODUCTION & PURPOSE

This manual is intended to communicate to site developers and their associated consultant teams the required design standards for the public sidewalk areas of the Aldrich Street District - Mueller's Town Center The objective is to equip site development teams with detailed design standards, as well as materials specifications, in order for the pedestrian realm of the Aldrich Street District to be constructed in a coordinated, high-quality manner.

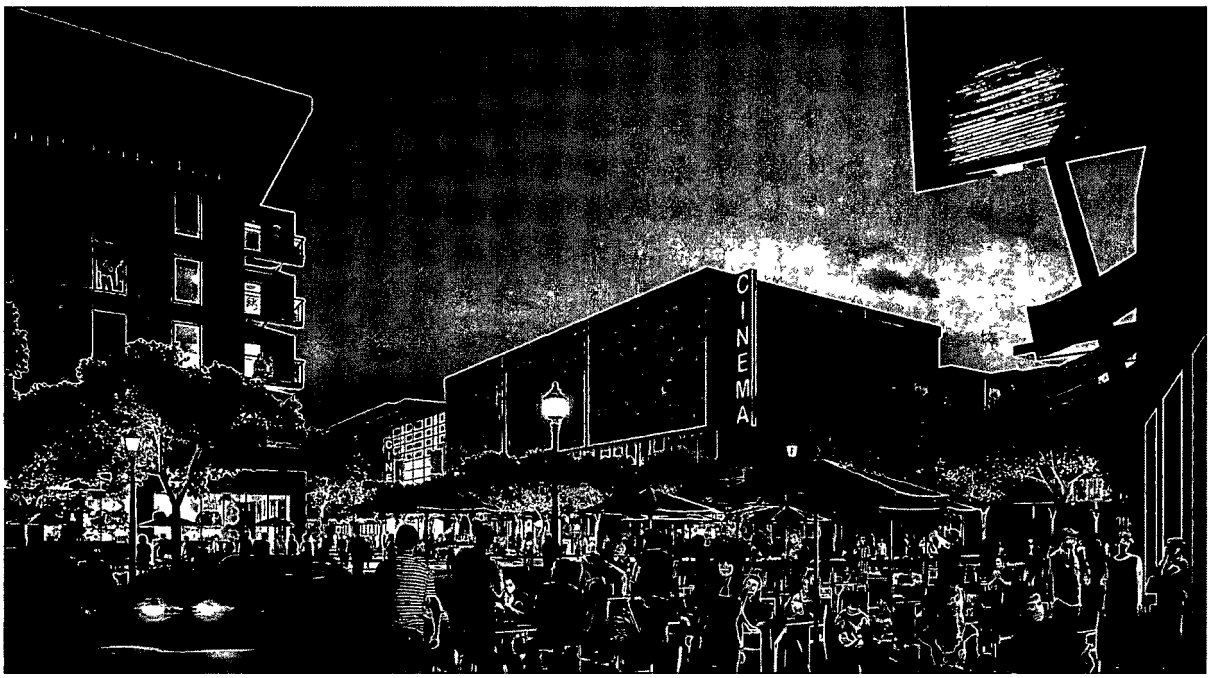
Prospective site developers should also refer to the Mueller Design Book and its current amendments, which describe the context of the Aldrich Street District within the overall Mueller Master Plan, as well as the design guidelines for the treatment of buildings within this special area of the community The Mueller New Construction Council (NCC) may consider modifications or variations to the layouts and details provided within this manual, on a case-by-case basis, as part of the typical NCC review process

Questions about the content of this manual, or general questions about the site and building design may be directed to the Mueller Community Manager: contactus@muelleraustin.com

For more information about the Mueller NCC review process, please see www.MuellerAustinOnline com



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Aldrich Street will be lined with shops, restaurants and a multi-screened cinema.

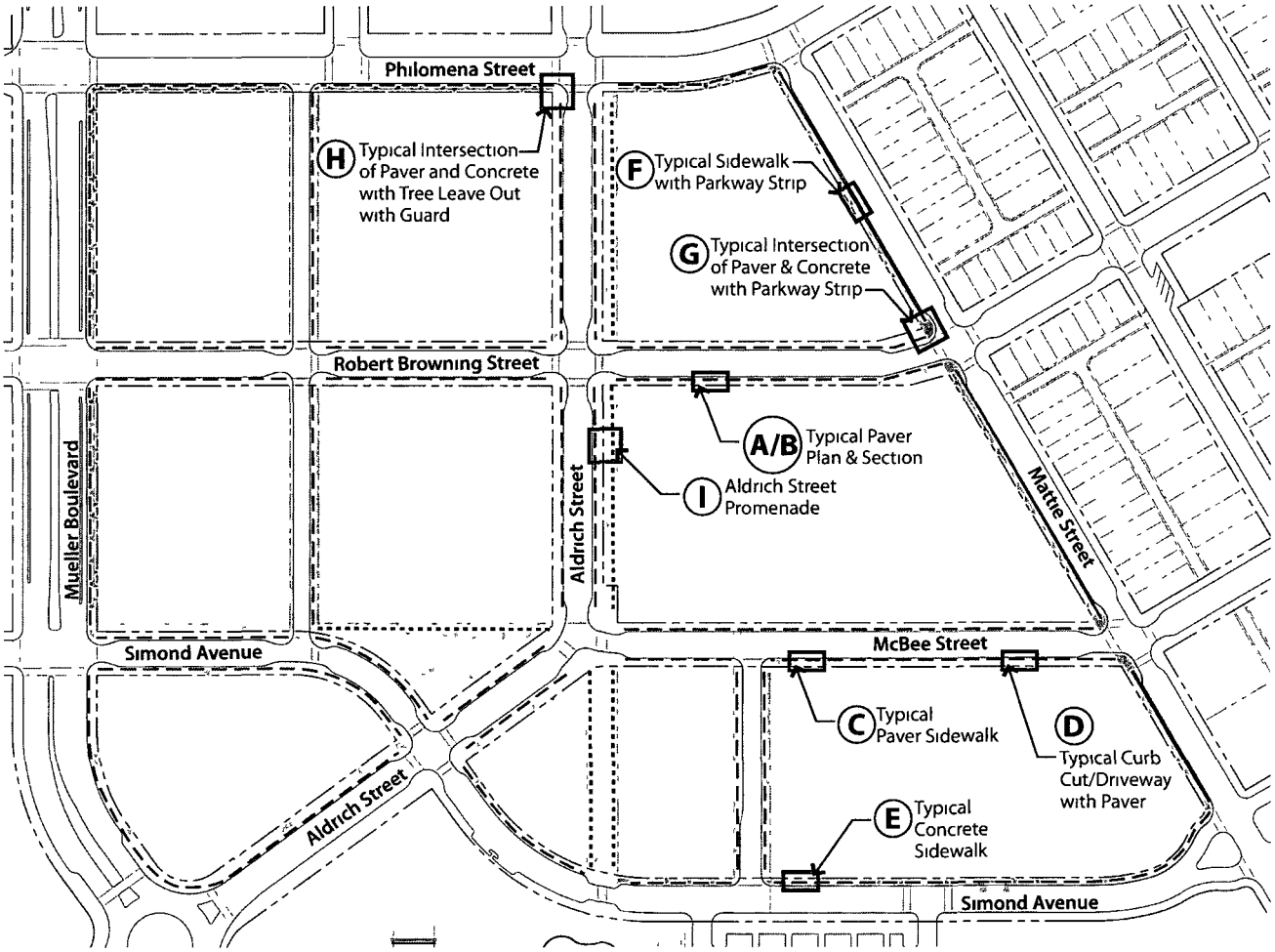
STREETSCAPE DESIGN APPROACH

Mueller's Aldrich Street District is envisioned as a vibrant mixed-use center at the heart of the new community—a place where residents, workers and visitors are naturally drawn, a place to shop for everyday needs, to meet friends for lunch or dinner, to enjoy a concert or movie in Lake Park, or just to take a leisurely stroll down Aldrich Street with its unique shops and restaurants The design of the streetscapes and pedestrian realm will be key to the success of the Aldrich Street District, and to Mueller's commitment to the creation of a walkable and engaging community that is welcoming to all people

The design standards set forth in this manual are intended to produce a high quality and consistent pedestrian environment throughout the Aldrich Street District, one that will build and sustain the value and attractiveness of the area as a premium destination in Austin and the region While diversity of expression is encouraged in the treatment of individual buildings throughout the Mueller community, the public realm comprised of sidewalks, street trees, planting, lighting and furnishings will provide a level of consistency and quality that is in keeping with the Mueller identity.

The design approach to the public realm is purposely understated It is not the intent to create a themed environment that becomes dated over time. Rather, the goal is to provide an elegant and simple backdrop and "stage" that can support the life of an exciting and engaging urban district—one that is a great place to be alone or to gather in groups, a place to promenade, window shop, sit in cafes, and to watch other people, a place that provides comfort and shade in the heat of the summer, an attractive and well-lit environment at night, a place of beauty that combines landscape and greenery with durable and refined "hardscapes" and most importantly, a place that can evolve and be enriched over time as future generations bring new layers of expression and meaning These attributes will ensure that Mueller's Aldrich Street District becomes one of Austin's most beloved destinations

This document is organized into six sections, each one providing key concepts and supporting information, such as dimensional criteria, materials and specifications, which are intended to help each site developer achieve the level of quality and consistency that will achieve the Aldrich Street District vision.



ALDRICH STREET DISTRICT PAVING MASTER PLAN

Legend

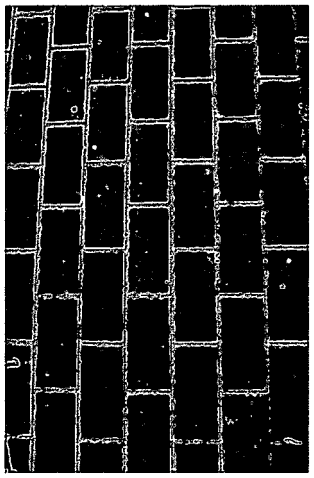
- Concrete Sidewalk
- Concrete Paver Sidewalk & Crosswalk
- ····· Tree Paver Grate
- — — Tree Leave-Out with Guard
- —— Parkway Strip

NOTE Site Developers may opt for an alternate treatment with NCC approval

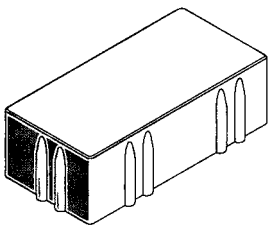
PAVING MASTER PLAN & DETAILS

The sidewalks within the Aldrich Street District are generously dimensioned to support the diverse activities of a vibrant urban district, from comfortable promenading to outdoor dining. Buildings will be constructed close to the property line to ensure that ground-level activities and storefronts energize the life of the district, but set back, so that the typical sidewalk is no less than 15 feet in width, and so that the east side of Aldrich Street provides a broad, café-lined promenade of 35 feet (20' of which are behind the property line). Any area behind the property line will be paved with the same materials as the adjacent public sidewalk area, but will allow for the personality of individual businesses to be expressed through unique storefronts, planters, vine pockets, cafes, potted plants, bay windows, awnings, trellises and the other architectural "ins and outs" of a building.

Permeable Paver Sidewalks: The primary paving material used in the core of the Aldrich Street District will be a permeable, concrete paver in a unit module slightly bigger than that of a brick, laid over a consolidated subgrade. This paver was chosen to give the Aldrich Street District a more special feel than a plain concrete sidewalk, while providing a durable, practical and economical paving system that allows for future changes and sidewalk maintenance. In addition, because these pavers have permeable "joints" or spaces between the modules, some stormwater run-off will be intercepted, thereby providing an environmental benefit. To further upgrade the appearance of the Aldrich Street District streetscape, a 12" concrete curb will be utilized wherever the permeable paver is specified

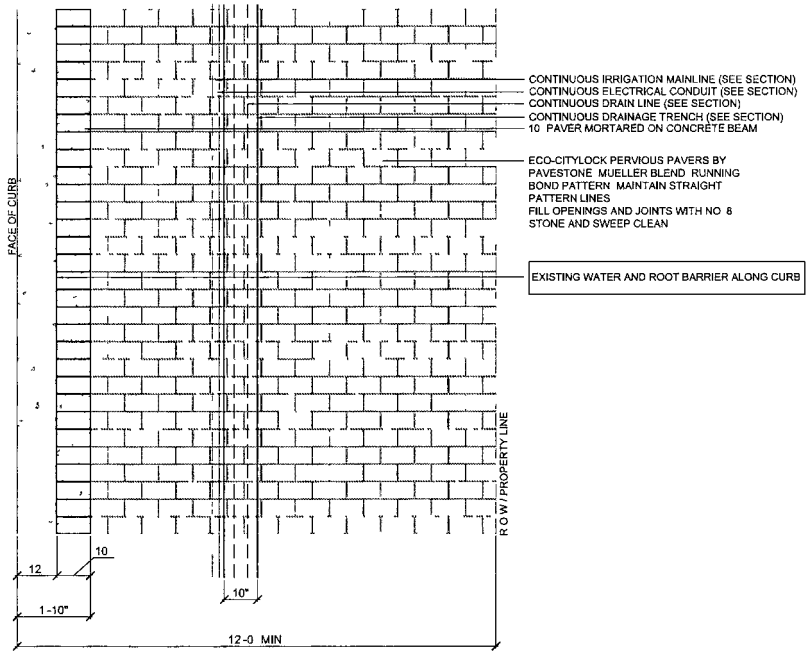


Concrete Permeable Pavers (Eco-CityLock by Pavestone, or Aqua Rock by Old Castle), "Mueller Blend", Running Bond Pattern

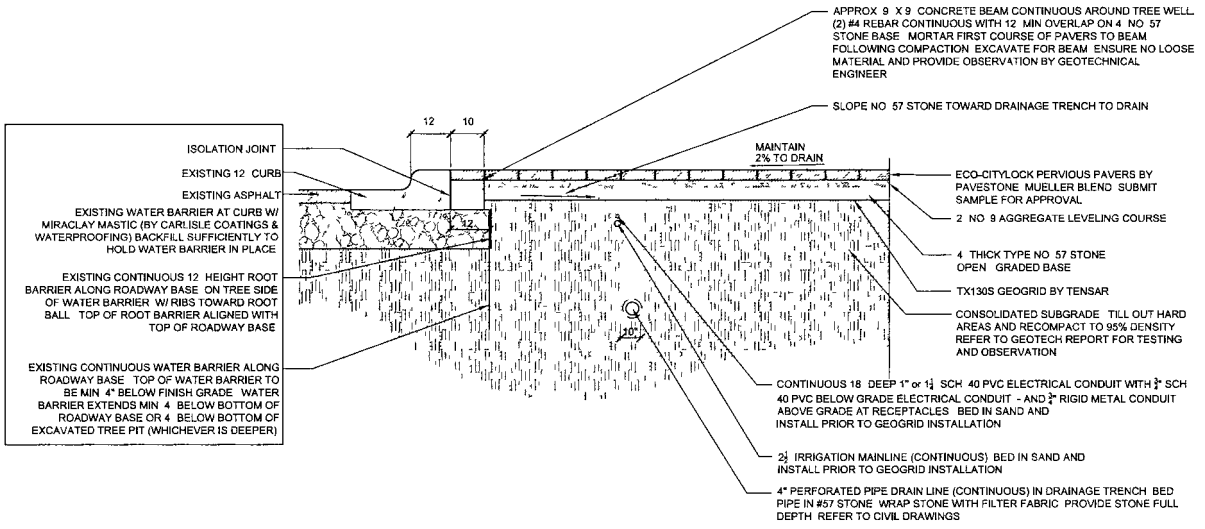


Height	in	**3.14**
	mm	*80 0*
Width	in	**5.00**
	mm	*127 0*
Depth	in	**10.00**
	mm	*254 0*
Units	ea/pl	**280**

Plain Concrete Sidewalks: Along portions of the perimeter streets of the Aldrich Street District, designated opposite (i.e. Simond Avenue, Mueller Boulevard, Mattie Street and Philomena) - a plain,



Ⓐ ***TYPICAL PAVER SIDEWALK PLAN***
Source RVI

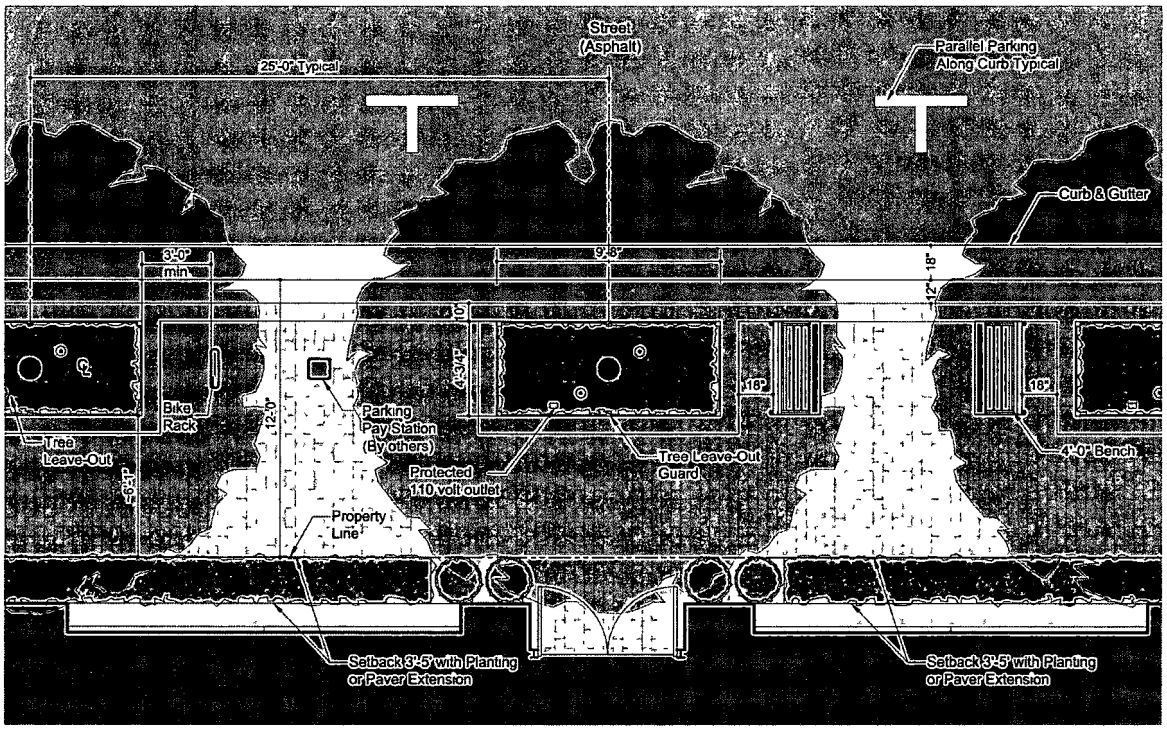


Ⓑ ***TYPICAL PAVER SIDEWALK SECTION***
Source RVI

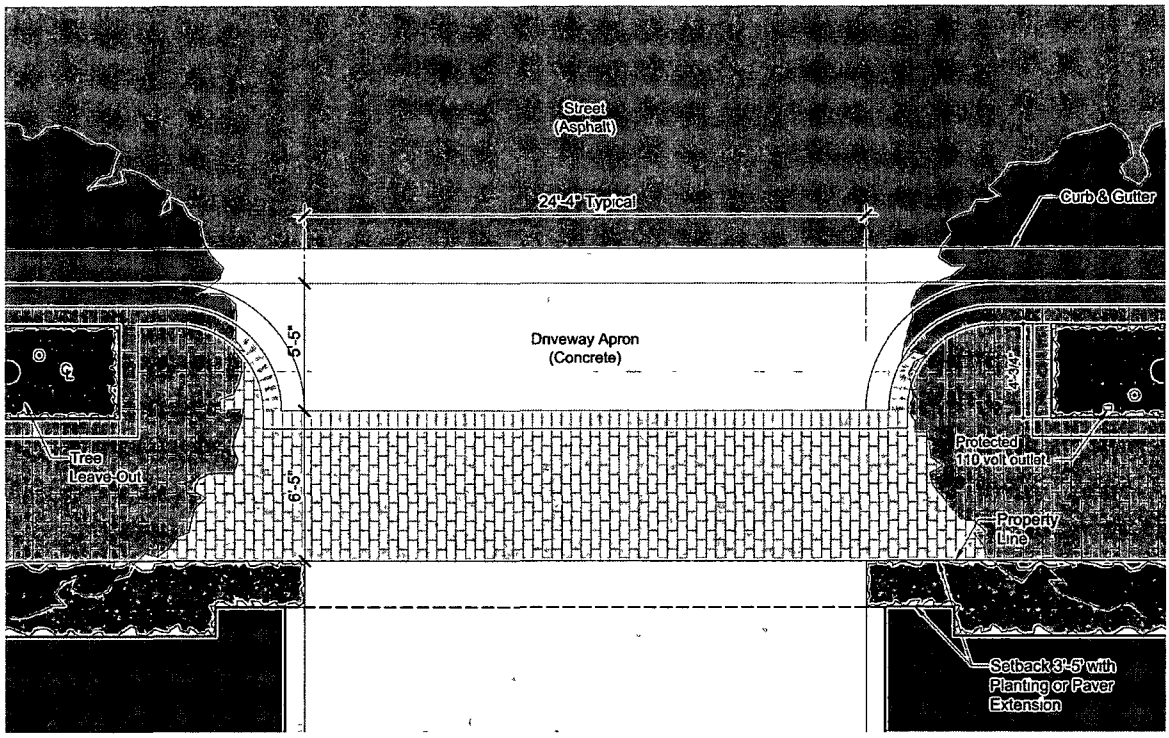
poured concrete sidewalk with a light broom finish is specified, consistent with the opposite sides of the street and the remainder of the Mueller community Sidewalk expansion and control joints shall be coordinated with the tree leave-out spacing and geometry, as shown on the typical plan layouts and details in this section of the manual

Continuity of Paving to Building Faces: Typically, the Aldrich Street District buildings will be set back from the property line between three and five feet. The specified paving, whether plain concrete or pavers, shall extend across the property line to meet the building faces, except where site developers choose to include landscaped area leave-outs or vine pockets along the building face For ground-level commercial uses, setbacks shall be flush or level with the public portion of the right-of-way.

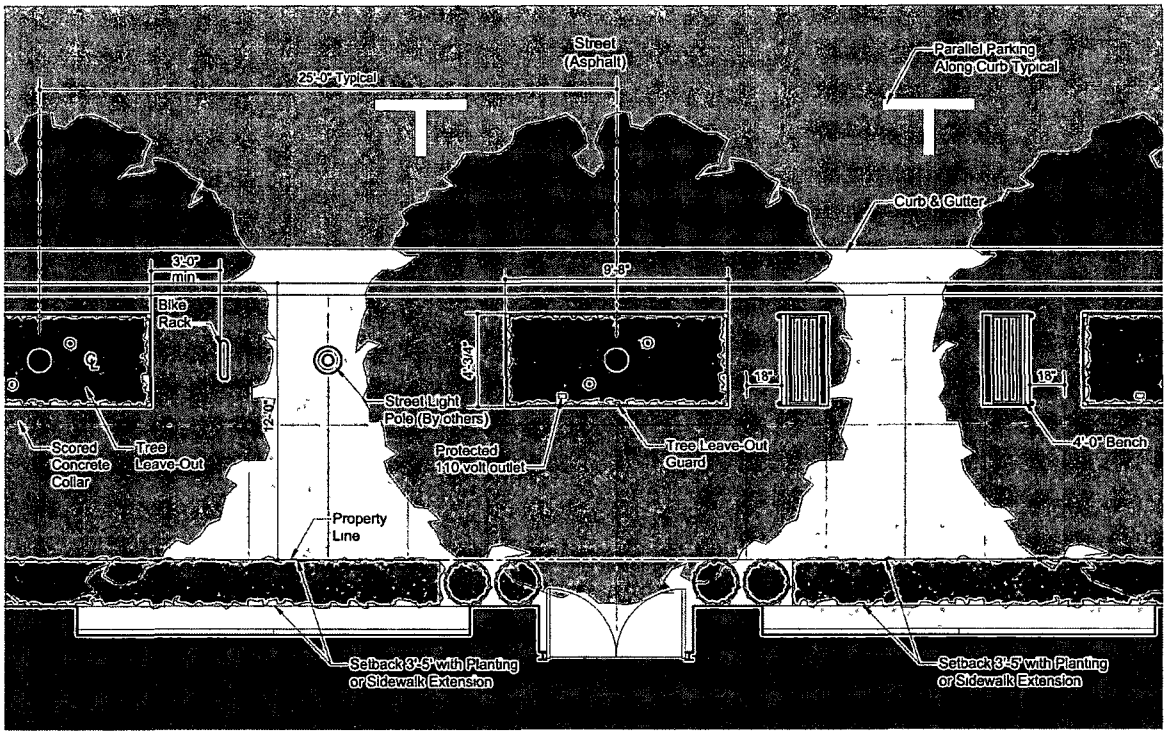
The plans and details on the following pages provide layouts, dimensions and details for the typical Aldrich Street District sidewalks with both pavers and poured concrete and for the wider Aldrich Street promenade. A variety of conditions are illustrated including the treatment of curb cuts and driveways, intersections, tree leave-outs, paver grates and parkway strips



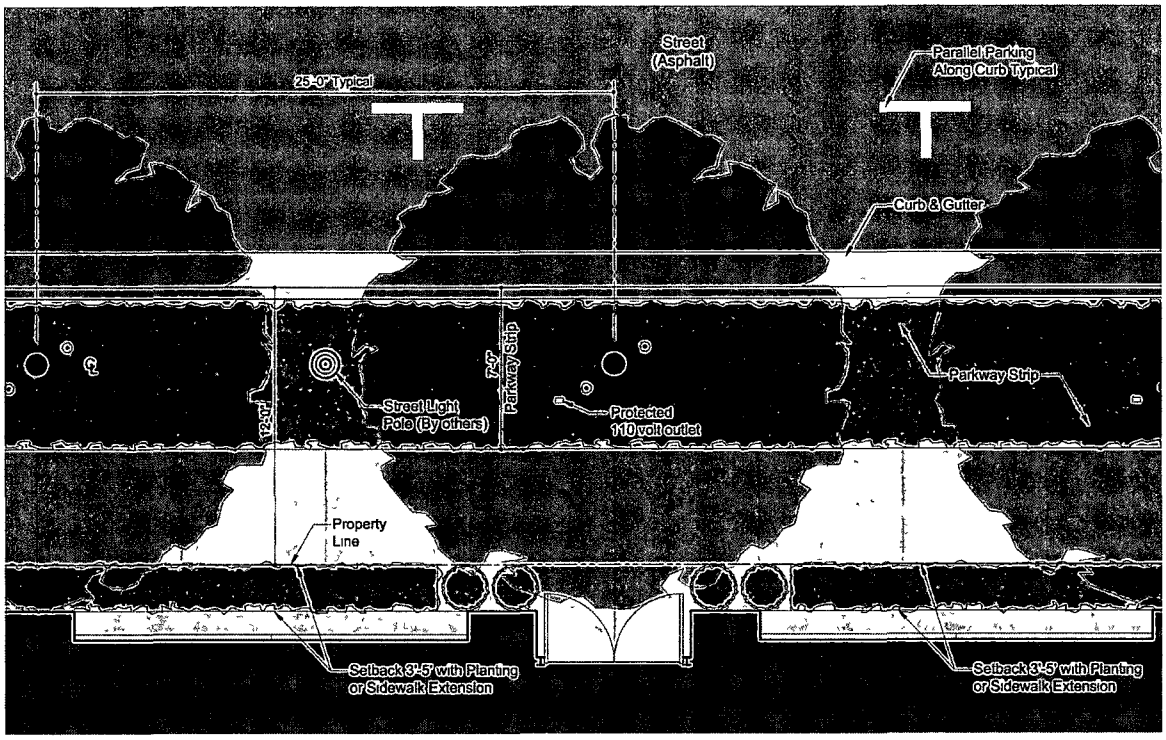
© *TYPICAL ALDRICH STREET DISTRICT PAVER SIDEWALK*



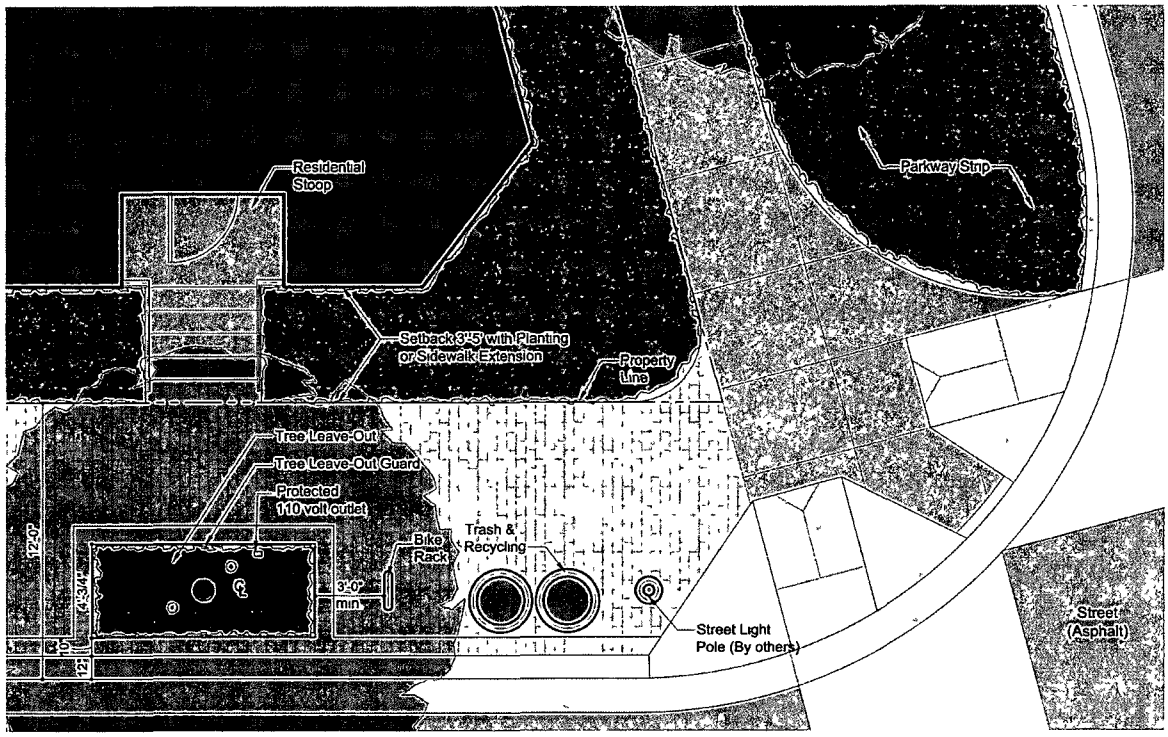
Ⓓ *TYPICAL ALDRICH STREET DISTRICT CURB CUT/DRIVEWAY WITH PAVERS*



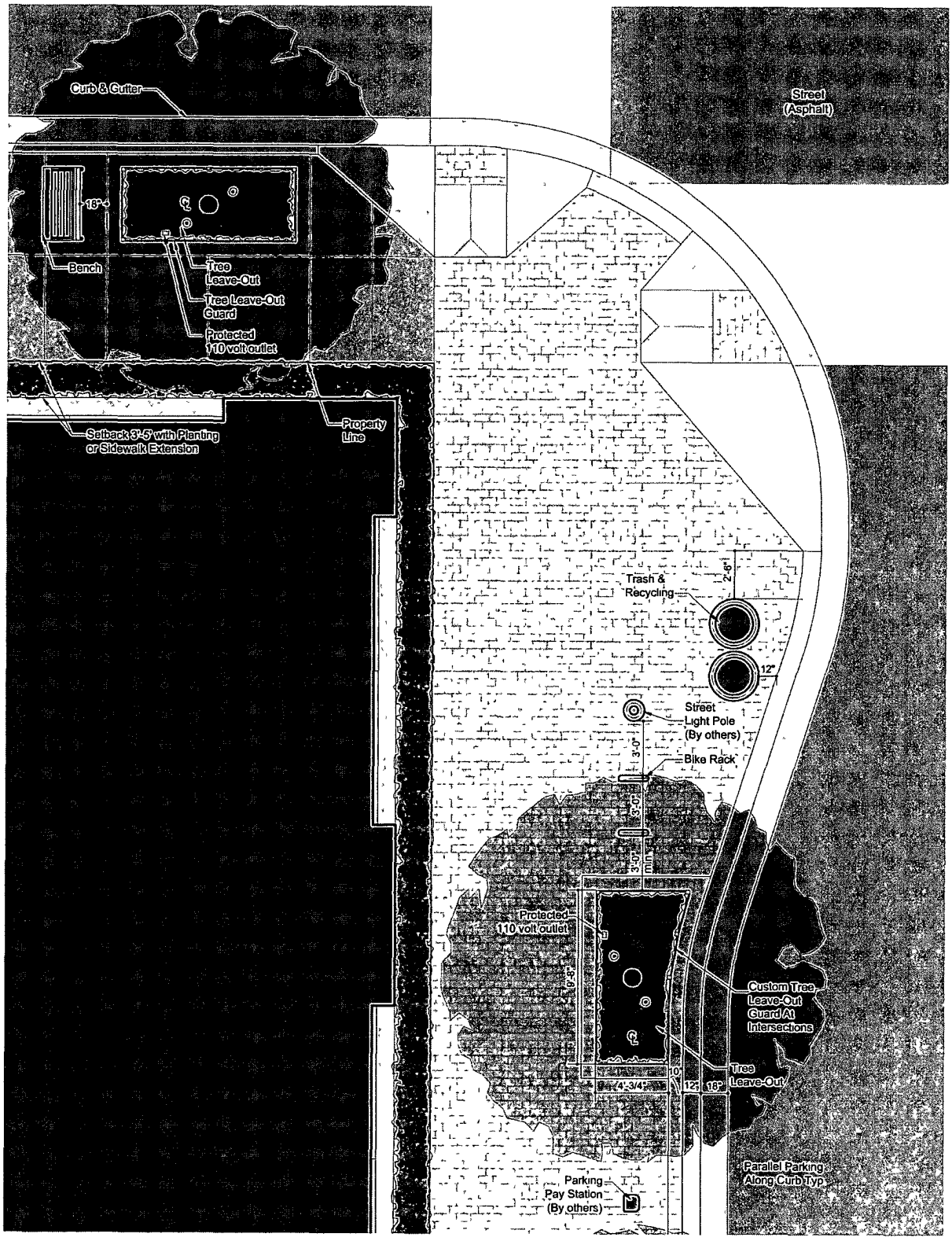
Ⓔ *TYPICAL ALDRICH STREET DISTRICT CONCRETE SIDEWALK WITH TREE LEAVE-OUT*



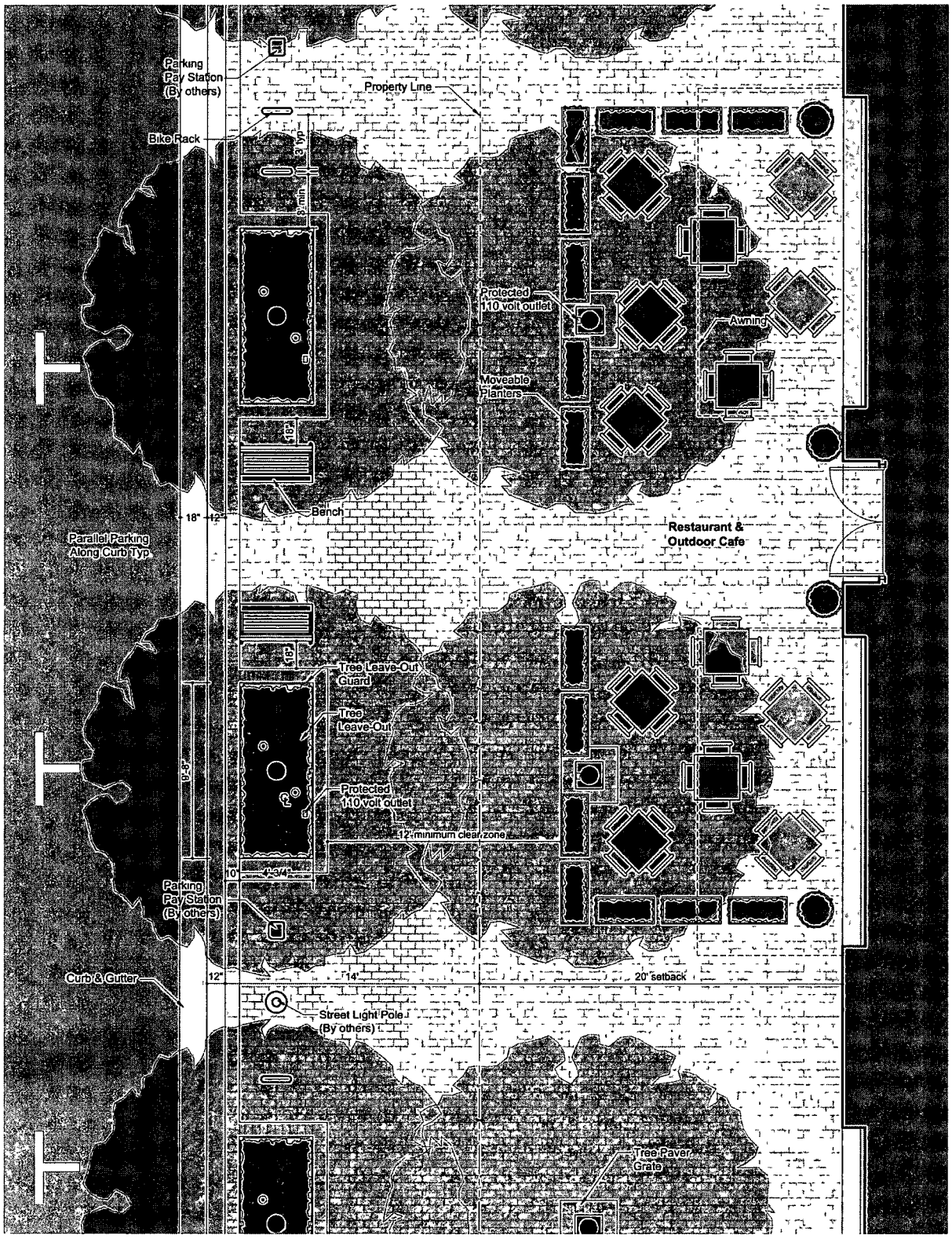
Ⓕ *TYPICAL SIDEWALK WITH PARKWAY STRIP (MATTIE STREET)*



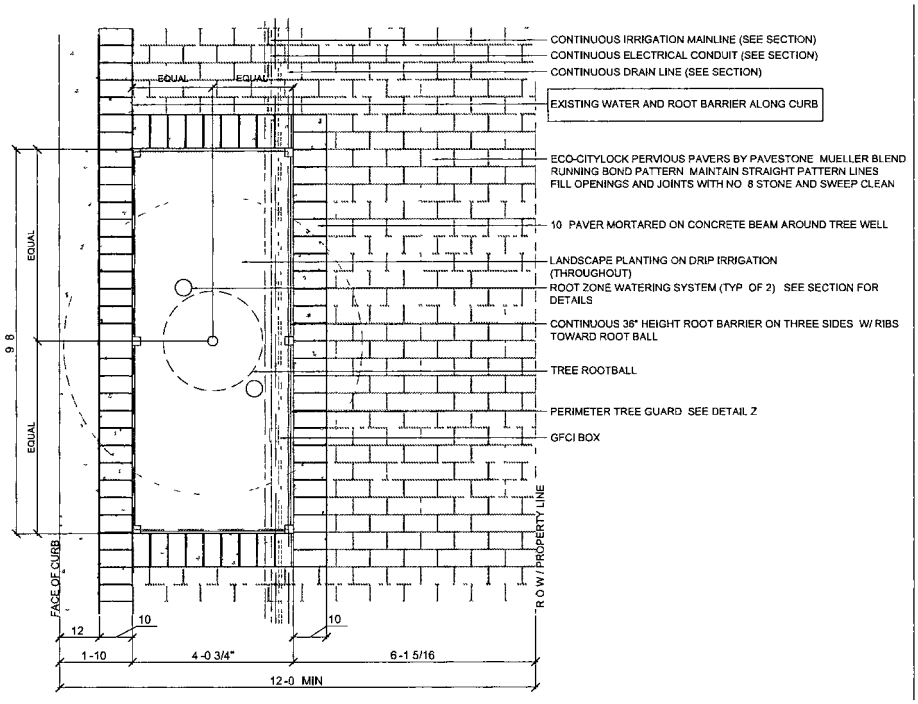
Ⓖ *TYPICAL INTERSECTION CONDITION WITH PAVER AND CONCRETE SIDEWALK WITH PARKWAY STRIP*



Ⓗ *INTERSECTION CONDITION WITH PAVER AND CONCRETE SIDEWALKS WITH TREE LEAVE-OUT*

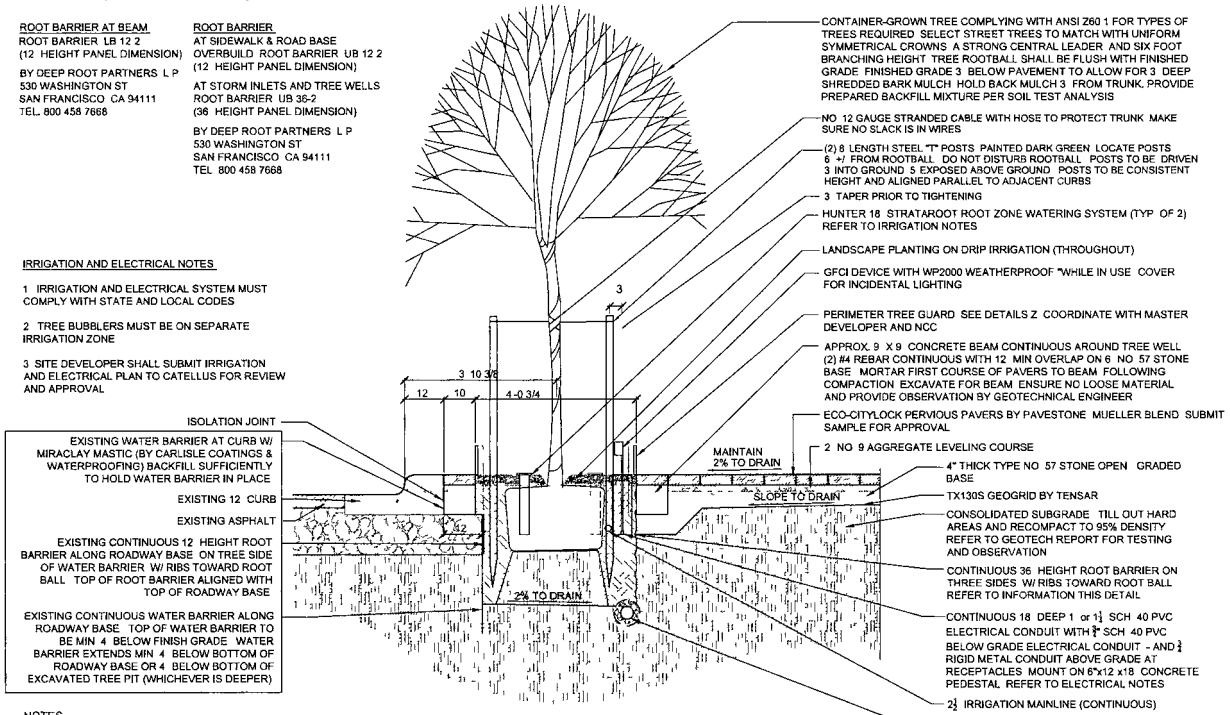


① *EAST SIDE OF ALDRICH STREET PROMENADE WITH CAFE AT STOREFRONT*



(J) ALDRICH STREET CURBSIDE TREE LEAVE-OUT PLAN WITH PERMEABLE PAVERS

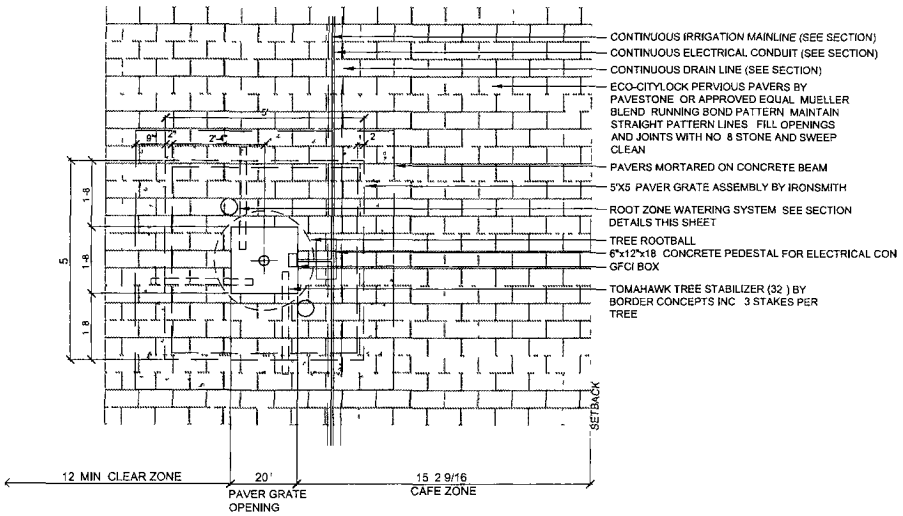
Source RVi (Same as Detail N)



NOTES
1 PERFORM A PERCOLATION TEST AFTER EXCAVATION AND PRIOR TO PLANTING ANY PIT THAT DOES NOT COMPLETELY DRAIN WITHIN A 24-HOUR PERIOD SHALL BE FURNISHED WITH A PIPED SUB-DRAIN PER CITY OF AUSTIN STANDARDS SERIES 432S-7
2 TREES MUST MAINTAIN A MINIMUM EIGHT (8) FOOT HORIZONTAL SEPARATION FOR ALL AWU INFRASTRUCTURE TREES WITHIN FIVE (5) FEET TO EIGHT (8) FEET OF ANY AWU INFRASTRUCTURE REQUIRE A FORTY EIGHT (48) INCH VERTICAL PLASTIC ROOT BARRIER TO BE INSTALLED PARALLEL TO THE UTILITY LINES(S) AND/OR APPURTENANCES PER THE STANDARD DETAIL FOR DEEP ROOT TM ROOT BARRIER ANY OCCURRENCE WHERE TREES ARE CLOSER THAN FIVE (5) FEET FROM ANY AWU INFRASTRUCTURE REQUIRE EITHER THE TREE(S) OR THE UTILITIES TO BE RELOCATED
3 TREES SHALL BE A MINIMUM OF 10 FROM STORM INLETS AND INFRASTRUCTURE AND EDGE OF TREE WELL TO BE A MINIMUM OF 5 FROM STORM INLET AND INFRASTRUCTURE
4 CONTINUOUS 36 HEIGHT ROOT BARRIER SHALL BE LOCATED AROUND EDGE OF STORM INLETS ADDITIONALLY STORM INFRASTRUCTURE WITHIN 10 OF A TREE OR TREE WELL WILL HAVE A ROOT BARRIER INSTALLED AT THE EDGE OF THE INFRASTRUCTURE
5 CONTRACTOR SHALL REPAIR ALL DAMAGE AS A RESULT OF HIS WORK
6 ALL EXCESS MATERIAL MUST BE HAULED OFFSITE

(K) ALDRICH STREET CURBSIDE TREE LEAVE-OUT WITH PERMEABLE PAVERS SECTION

Source RVi (Same as Detail O)



(L) TYPICAL PAVER GRATE PLAN

Source RVi (Same as Detail R)

ROOT BARRIER

ROOT BARRIER LB 12 2
(12" HEIGHT PANEL DIMENSION)

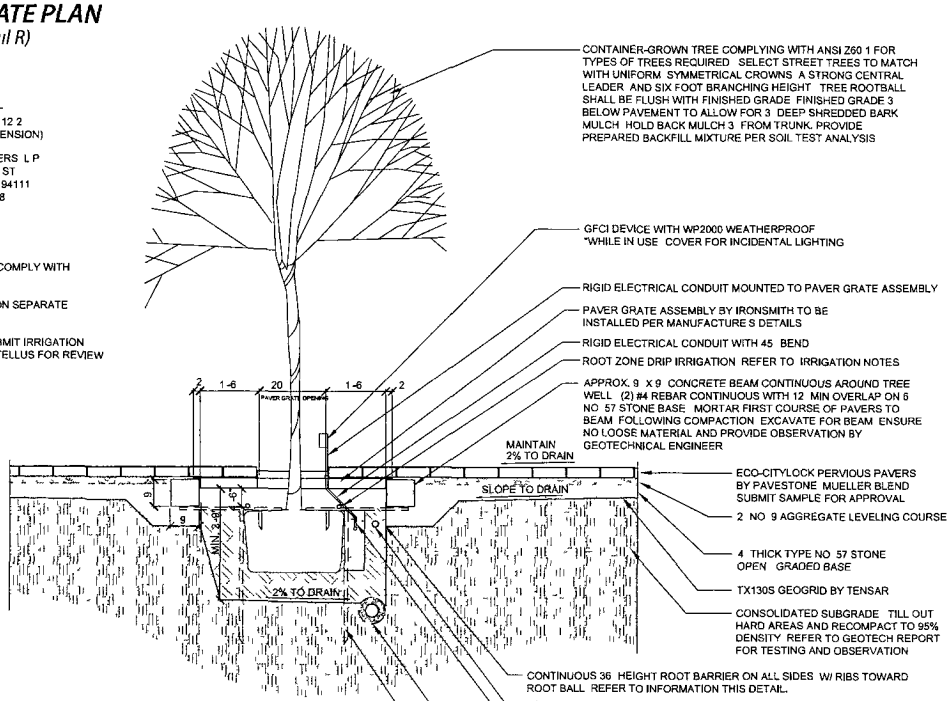
BY DEEP ROOT PARTNERS L P
530 WASHINGTON ST
SAN FRANCISCO CA 94111
TEL 800 458 7668

IRRIGATION NOTES

1 IRRIGATION SYSTEM MUST COMPLY WITH STATE AND LOCAL CODES

2 TREE BUBBLERS MUST BE ON SEPARATE IRRIGATION ZONE

3 SITE DEVELOPER SHALL SUBMIT IRRIGATION AND ELECTRICAL PLAN TO CATELLUS FOR REVIEW AND APPROVAL

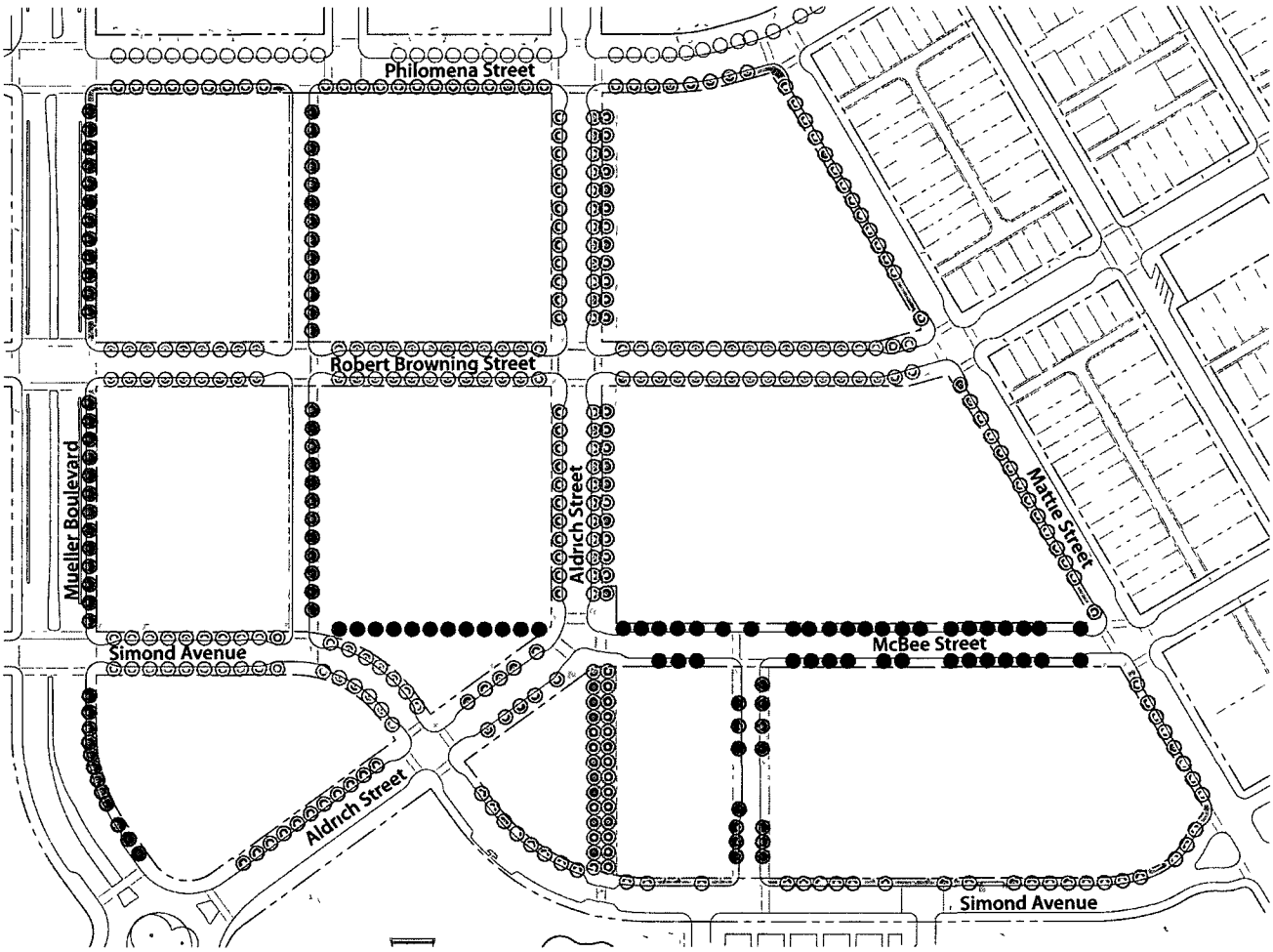


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5 CONTRACTOR SHALL REPAIR ALL DAMAGE AS A RESULT OF HIS WORK
6 ALL EXCESS MATERIAL MUST BE HAULED OFFSITE

(M) TYPICAL PAVER GRATE PLAN

Source RVi (Same as Detail S)

TYPICAL PAVER GRATE SECTION



ALDRICH STREET DISTRICT TREE SPECIES MASTER PLAN

- Mexican White Oak
- Texas Red Oak
- Cedar Elm
- Shumard Oak
- Chinquapin Oak
- Live Oak

NOTE Exact location of trees to be confirmed with Catellus, RVI and Bury during Site Permit process

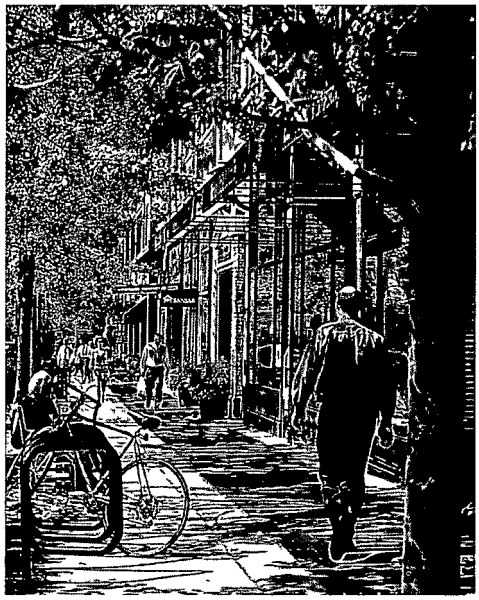
STREET TREE MASTER PLAN & DETAILS

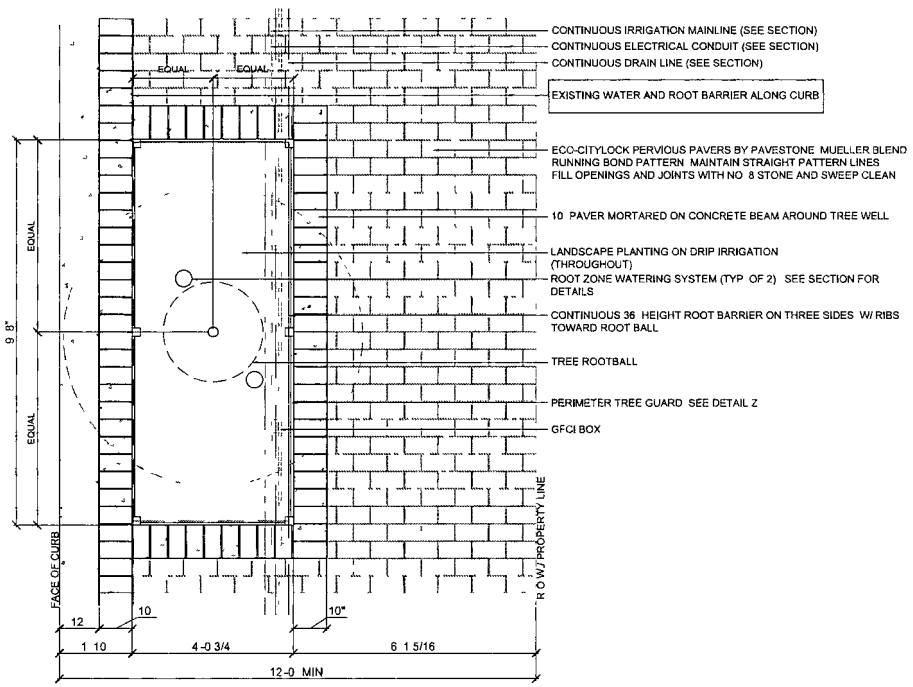
As in other areas in Mueller, the street trees of the Aldrich Street District are native species, per the Street Tree Master Plan (left) with "strong central leaders", or straight, single trunks, that will be limbed up to a height of 14 feet at maturity In this way, the street trees will provide a continuous canopy, shading the sidewalks and a large portion of the roadway, without obstructing views to storefronts

Street trees shall typically be planted at approximately 22 to 25 feet on center and according to the detailed infrastructure and streetscape plans to be furnished to each site developer by Catellus The trees shall be a minimum of four-inch caliper in a 65 gallon container

The following pages provide dimensional layouts and planting details for tree leave-outs on both plain, poured concrete and concrete paver sidewalks and for the planted parkways along the curbsides of the perimeter streets and paver grates.

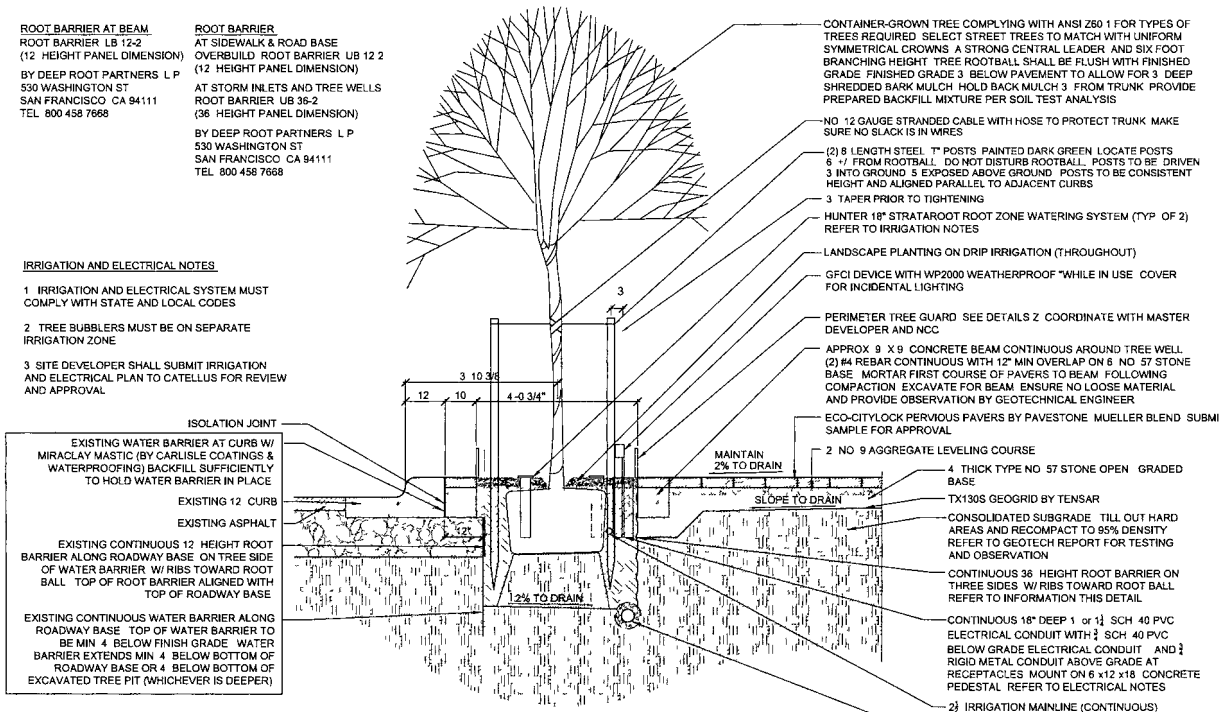






(N) TREE LEAVE-OUT WITH PERMEABLE PAVERS PLAN

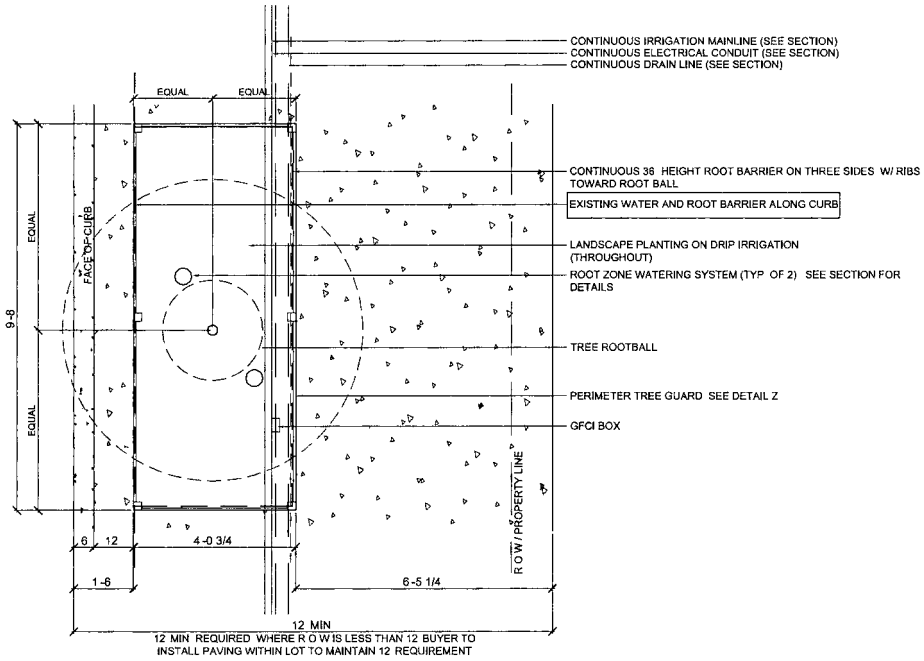
Source RVi (Same as Detail J)



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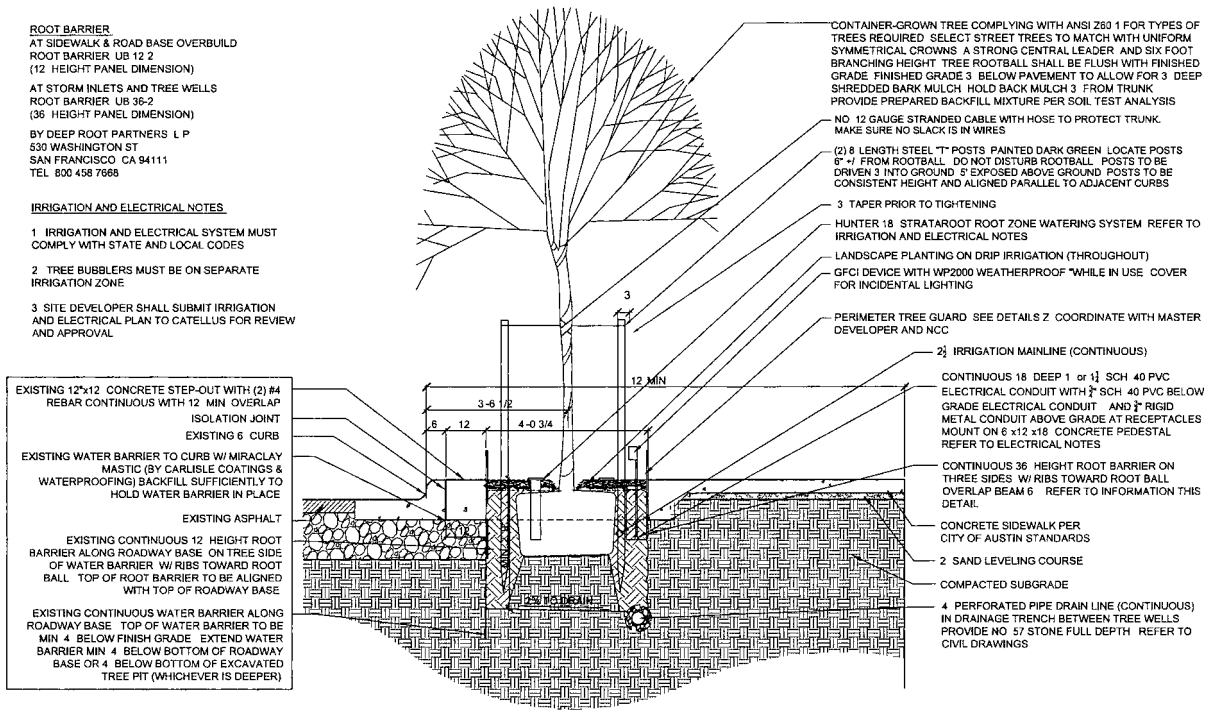
(O) TREE LEAVE-OUT WITH PERMEABLE PAVERS SECTION

Source RVi (Same as Detail K)



(P) *TREE LEAVE-OUT WITH CONCRETE SIDEWALK PLAN*

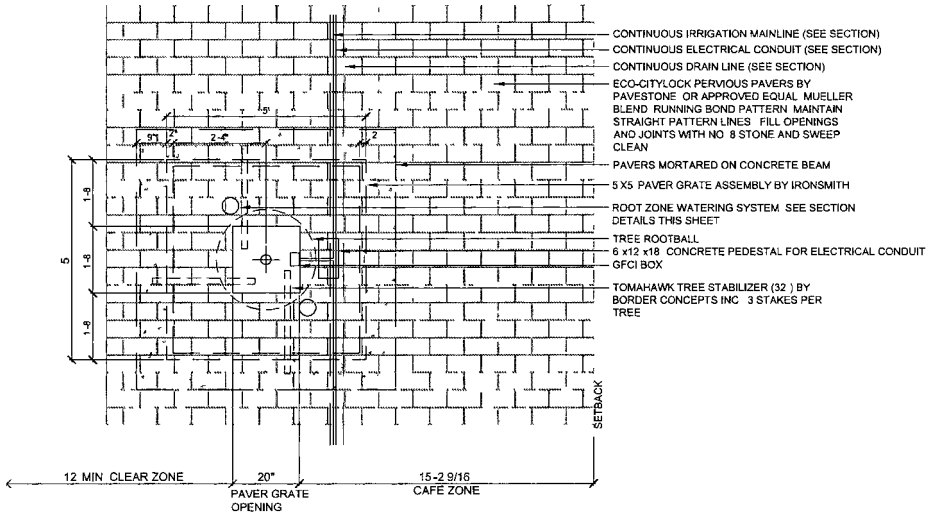
Source RVI



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3 TREES SHALL BE A MINIMUM OF 10 FROM STORM INLETS AND INFRASTRUCTURE AND EDGE OF TREE WELL TO BE A MINIMUM OF 5 FROM STORM INLET AND INFRASTRUCTURE
4 CONTINUOUS 36 HEIGHT ROOT BARRIER SHALL BE LOCATED AROUND EDGE OF STORM INLETS ADDITIONALLY STORM INFRASTRUCTURE WITHIN 10' OF A TREE OR TREE WELL WILL HAVE A ROOT BARRIER INSTALLED AT THE EDGE OF THE INFRASTRUCTURE
5 CONTRACTOR SHALL REPAIR ALL DAMAGE AS A RESULT OF HIS WORK
6 ALL EXCESS MATERIAL MUST BE HAULED OFFSITE

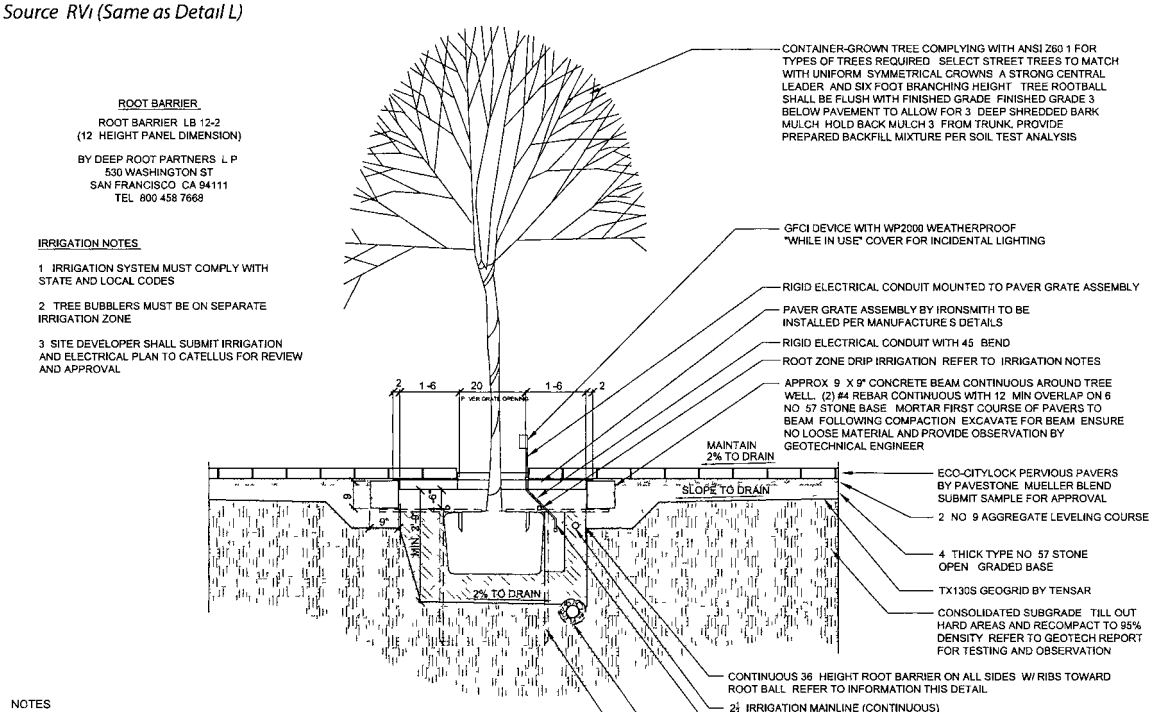
(Q) *TREE LEAVE-OUT WITH CONCRETE SIDEWALK SECTION*

Source RVI



(R) *TYPICAL PAVER GRATE TREE PLANTING PLAN*

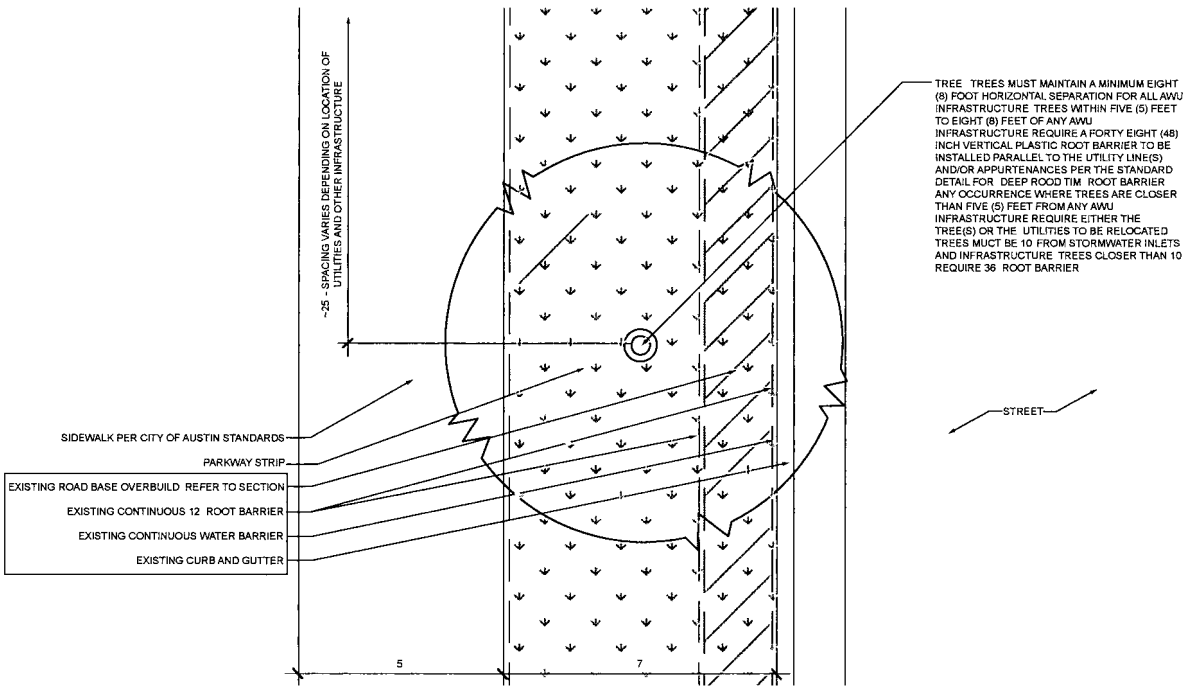
Source RVI (Same as Detail L)



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(S) *TYPICAL PAVER GRATE TREE PLANTING SECTION*

Source RVI (Same as Detail M)



(T) TYPICAL PARKWAY PLAN
Source RVi

ROOT BARRIER
AT SIDEWALK & ROAD BASE OVERBUILD
ROOT BARRIER UB 12 2
(12 HEIGHT PANEL DIMENSION)

AT STORM INLETS AND TREE WELLS
ROOT BARRIER UB 36-2
(36 HEIGHT PANEL DIMENSION)

BY DEEP ROOT PARTNERS L P
530 WASHINGTON ST
SAN FRANCISCO CA 94111
TEL 800 458 7668

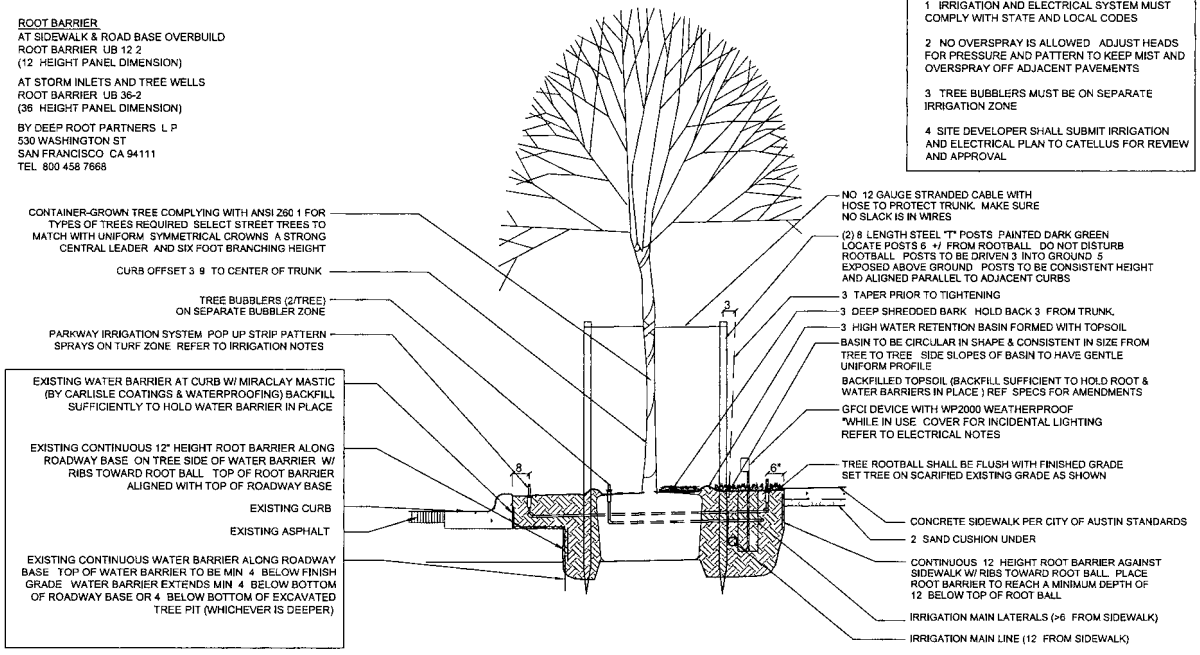
IRRIGATION AND ELECTRIAL NOTES

1 IRRIGATION AND ELECTRICAL SYSTEM MUST COMPLY WITH STATE AND LOCAL CODES

2 NO OVERSPRAY IS ALLOWED ADJUST HEADS FOR PRESSURE AND PATTERN TO KEEP MIST AND OVERSPRAY OFF ADJACENT PAVEMENTS

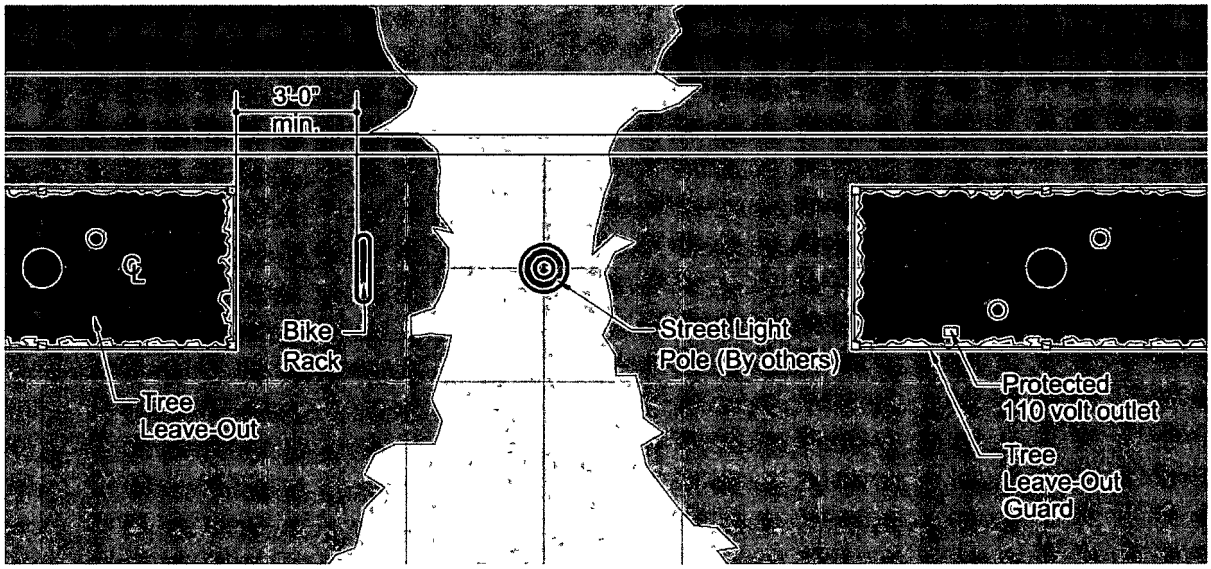
3 TREE BUBBLERS MUST BE ON SEPARATE IRRIGATION ZONE

4 SITE DEVELOPER SHALL SUBMIT IRRIGATION AND ELECTRICAL PLAN TO CATELLUS FOR REVIEW AND APPROVAL

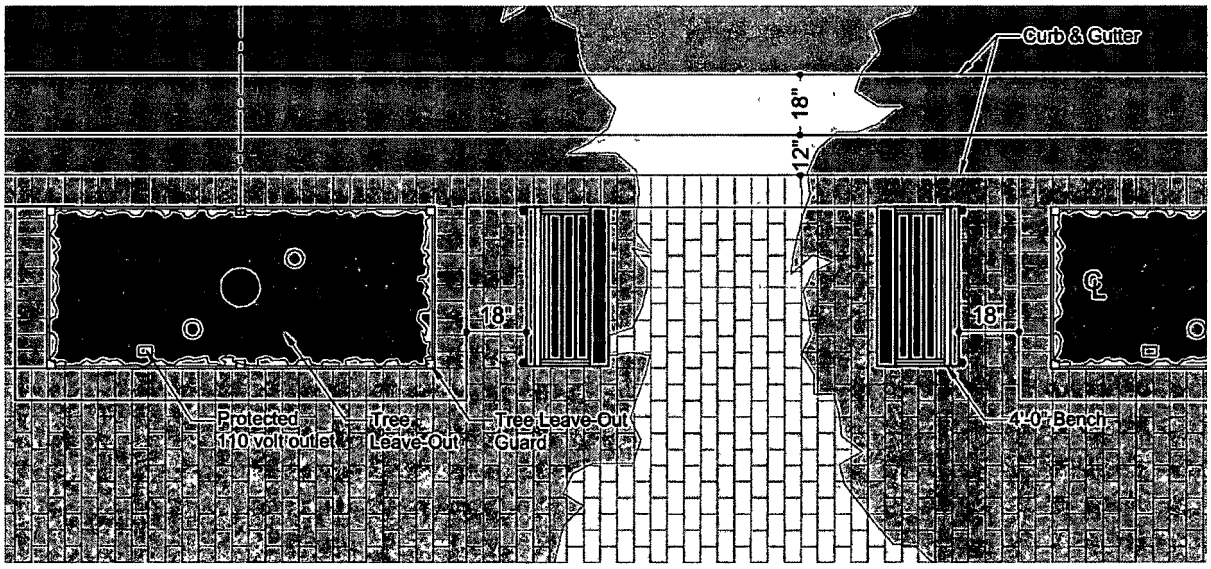


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(U) TYPICAL PARKWAY SECTION
Source RVi



Ⓥ *TYPICAL ALDRICH STREET DISTRICT STREET FURNISHINGS LAYOUT*



Ⓦ *TYPICAL ALDRICH STREET DISTRICT BENCH LAYOUT*

STREET FURNISHINGS

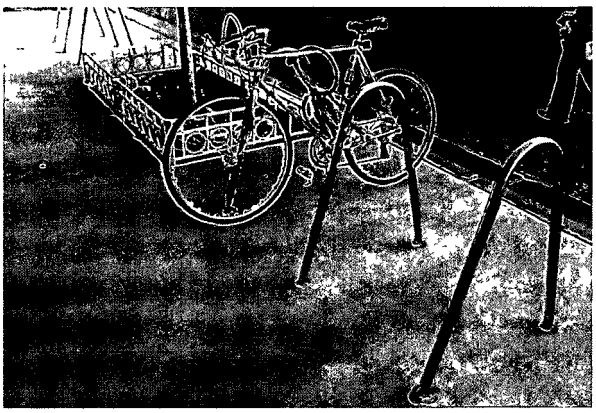
Catellus will obtain from the City of Austin a "Master License Agreement Annexation Notice for Community Improvements" to account for the following special improvements within the public ROW that will be installed by the site developer, pavers, irrigation, electrical conduit and outlets, street trees, tree leave out guards, root barriers and drain line.

A site developer must obtain from the City of Austin a "Master License Agreement Annexation Notice for Private Improvements" to account for any special improvements within the public ROW beyond those items accounted for in the Community Improvements Annexation Notice, including. benches, waste and recycling bins, bicycle racks, drinking fountains and awnings or other such building improvements. Annexation Notices will be incorporated into the approved Mueller Master License Agreement [Ordinance No. 041202-57]

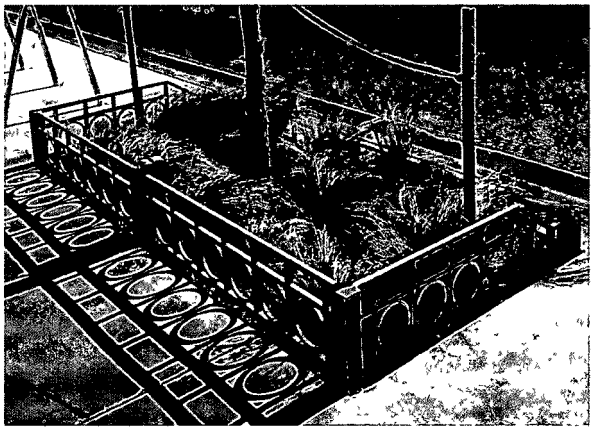
The Aldrich Street District street furnishings were selected to create a family of high-quality and robust elements that have a casual, modern and urban feel. Metal surfaces are typically silver – being of cast aluminum, galvanized or silver powder-coated finishes. The NCC will review furnishings on a site by site basis, taking into consideration the specific building program and needs

Bicycle racks are Bola by Landscape Forms with a silver finish These shall be placed perpendicular to the curb and centered with the street tree approximately three feet from the perimeter of a tree leave-out (Plan Detail V).

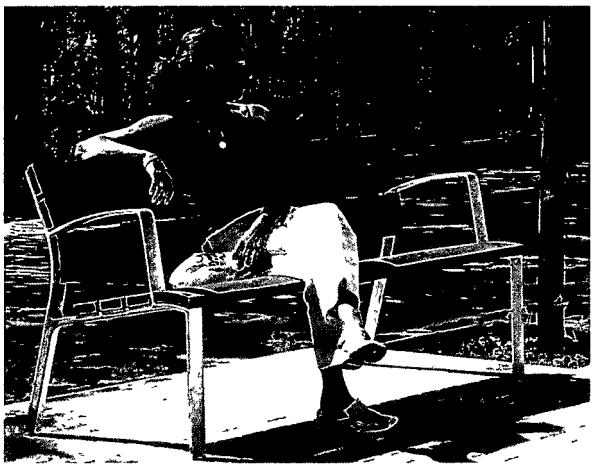
Tree guards are custom-fabricated, galvanized steel by Metalink Fence and Gate and will be powder coated black or silver, as illustrated at right and on the following



Landscape Forms Bola Bike Rack



Tree Leave-Out Guards, customized for the Town Center



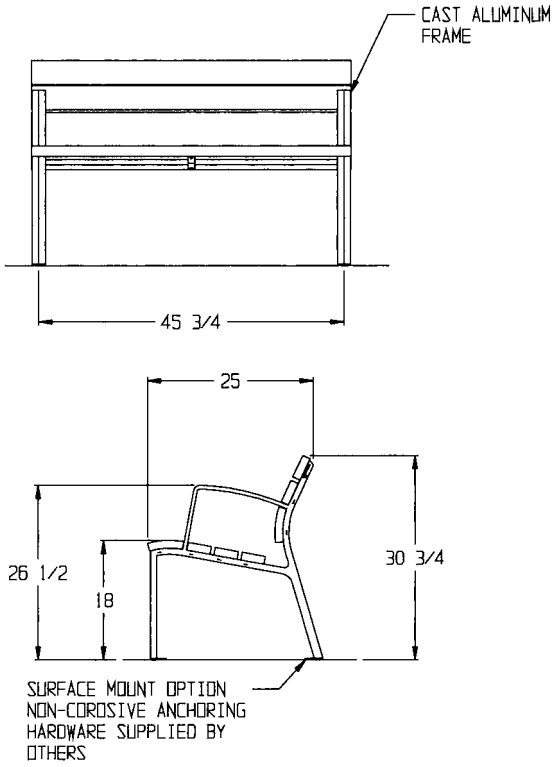
Landscape Forms Neoliviano Bench, custom 48" length

pages (Plan/Section Details Z & AA) These are provided to protect the tree and tree leave-out planting Site developers are responsible for field measuring, dimensions shown are approximate.

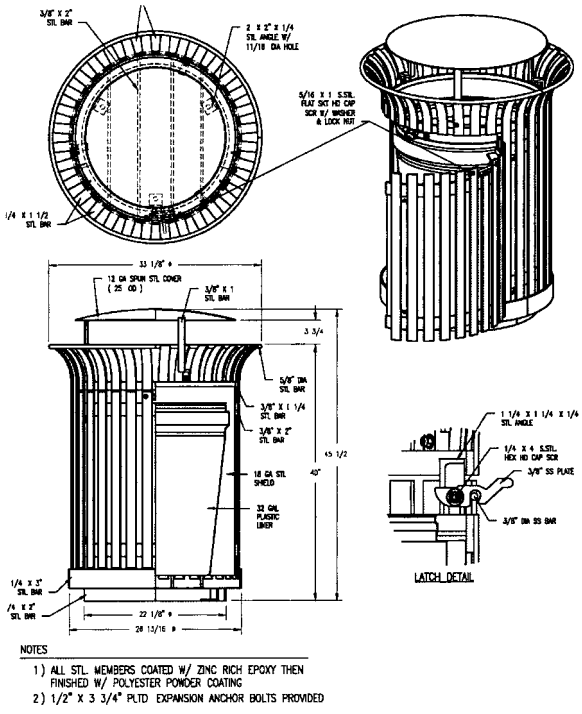
Benches are "Neoliviano" by Landscape Forms, in a custom 48-inch length. It has a cast aluminum structure with sustainable wood slats for the seat and back. Benches are typically placed perpendicular to the curb and on center with the street trees (Plan/Section Details W & X)

Waste and recycling bins are by Dumor - the 32 gallon, side-opening type in the "Argento" silver color A pair of these is typically placed at each Town Center intersection, near one of the corner curb ramps (Plan/Section Details G, H & Y)

Drinking fountains, if provided, will be silver in color by MDF (Most Dependable Fountains), and will be accessible and include the pet fountain. Such fountains should be provided in special plaza areas, rather than within the typical sidewalk areas.



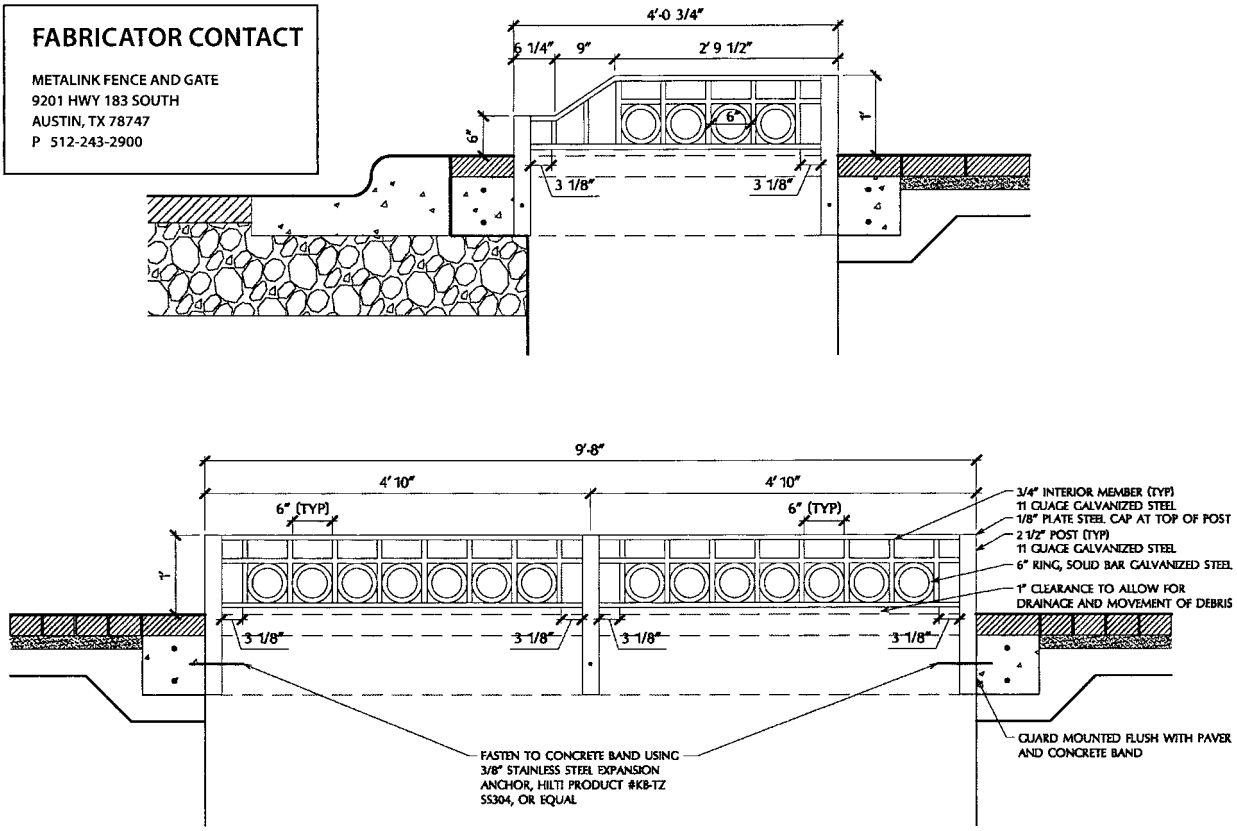
Ⓧ ***LANDSCAPE FORMS NEOLIVIANO 48" BACKED BENCH, SURFACE MOUNT***
Source Landscape Forms Special Request # NL99-06025



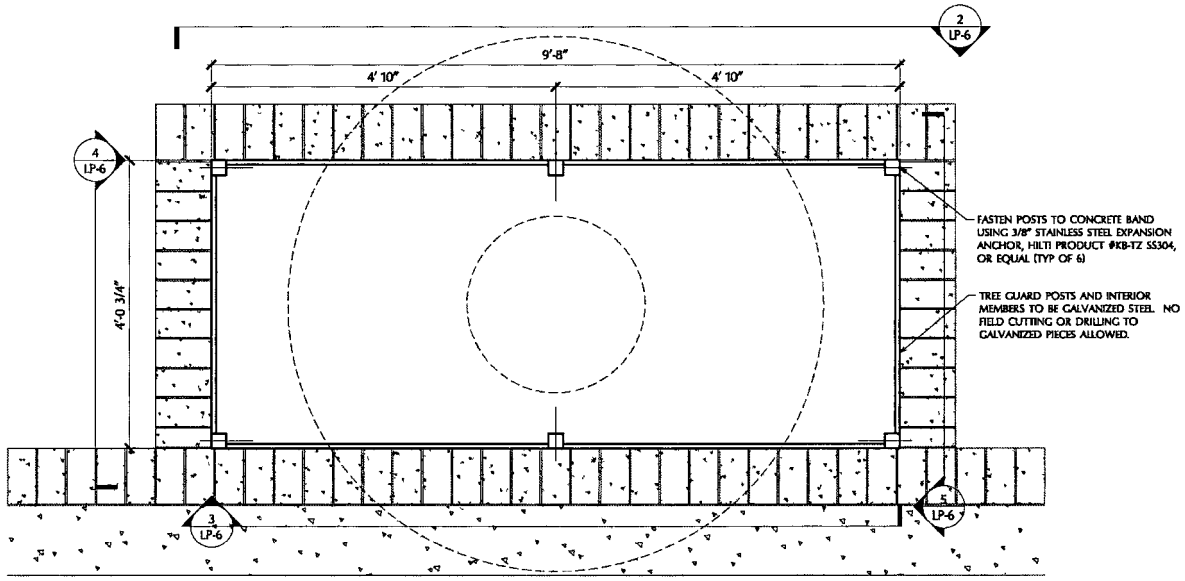
Ⓨ ***DUMOR TRASH AND RECYCLING RECEPTACLES***
Source DuMor, Inc Drawing # 157-32-25BT

FABRICATOR CONTACT

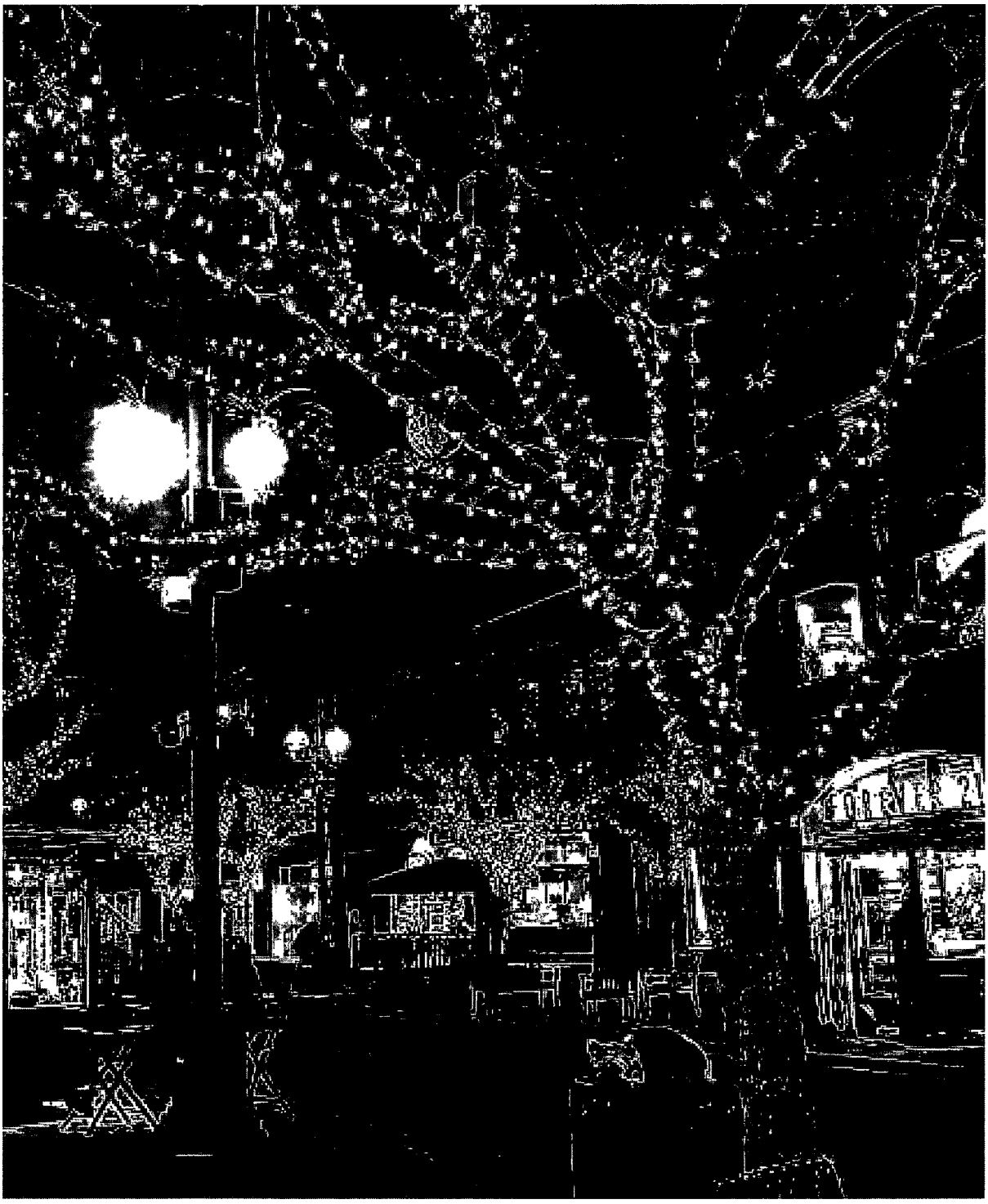
METALINK FENCE AND GATE
9201 HWY 183 SOUTH
AUSTIN, TX 78747
P 512-243-2900



Z *PERIMETER TREE LEAVE-OUT GUARD ELEVATIONS*
Source RVI
Note Site Developers are responsible for field measuring, dimensions are approximate



AA *PERIMETER TREE LEAVE-OUT GUARD PLAN*
Source RVI



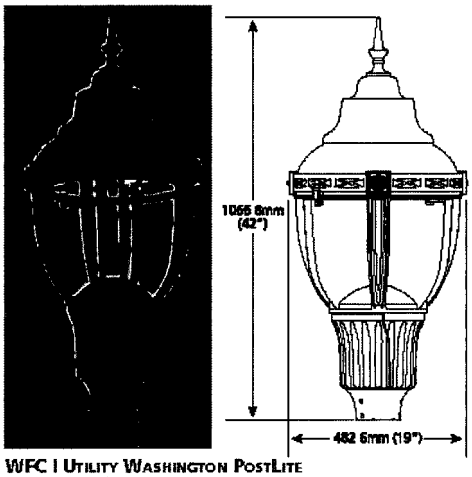
Third Street Promenade, Santa Monica

STREET LIGHTING

Initially, the public street lighting for the Aldrich Street District will be the "Town Lake" fixture supplied by Austin Energy This 14-foot high, pedestrian-friendly pole with an acorn post-top has been used along all of Mueller's narrower streets The light source will be metal halide throughout this and other commercial areas of Mueller, which is a "whiter" light, affording better object and color rendition and depth perception

Future LED Street Lights: Alternatively, Austin Energy is currently testing a higher-quality fixture with a LED source that has a similar look and scale as the Town Lake fixture, but which promises to be more energy-efficient fixture, with a much longer lamp life This fixture also has the advantage of being a true, "full cut-off" fixture, which would be more "night sky friendly" than the existing Town Lake fixture The pole spacing and foundations are similar between the two street lights, so it will be possible to retrofit any existing Town Lake fixture locations with this higher-performance fixture Therefore, until which time there is a new fixture type that is acceptable to and available from Austin Energy, the Aldrich Street District will be equipped with the Town Lake pole with metal halide lamping.

Decorative Lighting: A waterproof convenience outlet shall be installed by the site developer within each tree leave-out so that trees may be outfitted with LED string lights The site developer shall coordinate with Catellus and/or the Town Center Association or its equivalent (TCA) to determine the locations of required electric meters.



WFC I Utility Washington PostLite
Maximum Weight: 22 67 kg (50 lbs)
Maximum E P A 1 72 sq ft

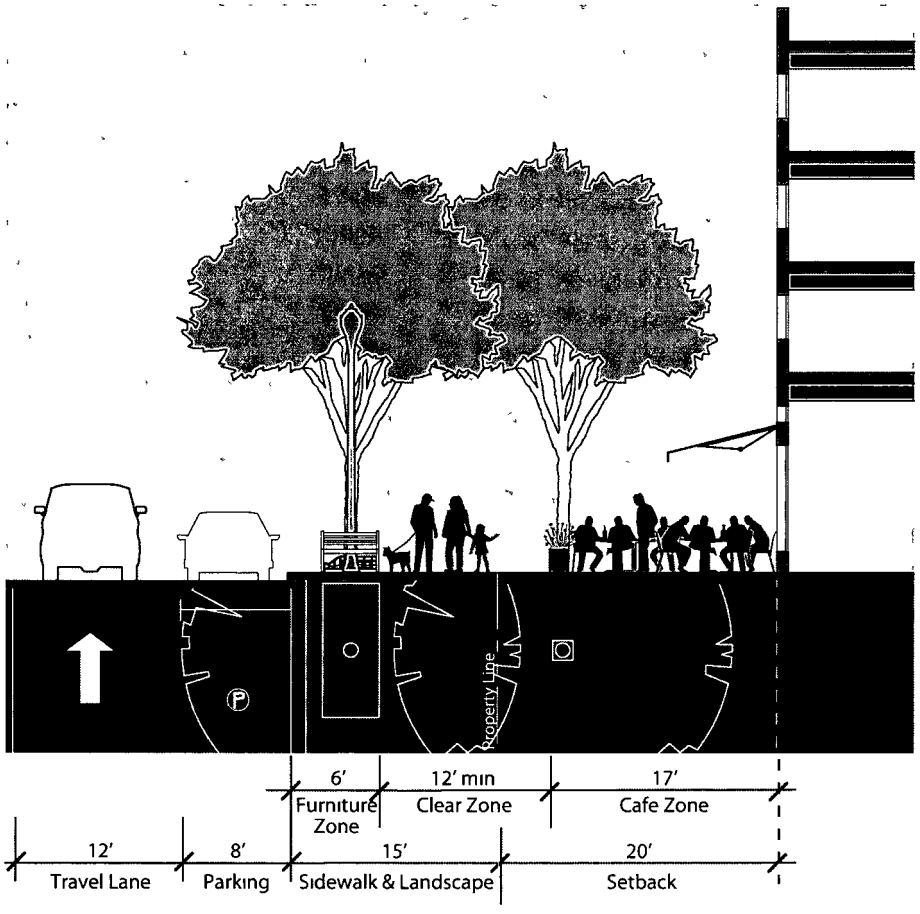


An LED Full Cut-Off fixture is being tested by Austin Energy for use in the Aldrich Street District.



ROMA Design Group

Third Street Promenade, Santa Monica



(BB) *CAFE ON ALDRICH ST. PROMENADE SECTION*

OUTDOOR CAFE ZONES

Outdoor dining is encouraged along all streets within Mueller's Aldrich Street District, and particularly on the promenade along the east side of Aldrich Street where buildings are set back by 20 feet Additional building setbacks may be permitted at the discretion of the New Construction Council (NCC) for restaurants that require deeper café zones The following provides some standards for the treatment of all café extensions within the Aldrich Street District.

Promenading Zone: On the Aldrich Street Promenade (i e , the eastern side of the street), a clear unobstructed promenade zone shall be provided at a width of no less than 12 feet (Section BB) On all other street frontages, an unobstructed promenade zone of at least six feet wide shall be provided (Section CC).

Café Zone: On a typical street in the Aldrich Street District, where the sidewalk is 12 feet wide and a building is set back by three to six feet, the resulting café zone is three to six feet in width (Section CC) The wider sidewalks along both sides of Aldrich Street will allow for much wider café zones. On streets where the sidewalk is 12 feet or less, not including the service drive between Ragsdale St. and Philomena St., 50% of the ground floor shall be set back from the centerline by a minimum of three feet to create sidewalk extensions, opportunities for landscaping and provision for all building entries

Permanent Improvements: Unless the site developer or a future building tenant or operator obtains approval by the NCC or the TCA, such party shall not construct any permanent improvements (such as barriers, trellises, structures, etc.) or make any modifications to the sidewalk area, street trees, furnishings, etc. Proposed improvements or sidewalk modifications will be reviewed on a case-by-case basis by the NCC and/or the TCA

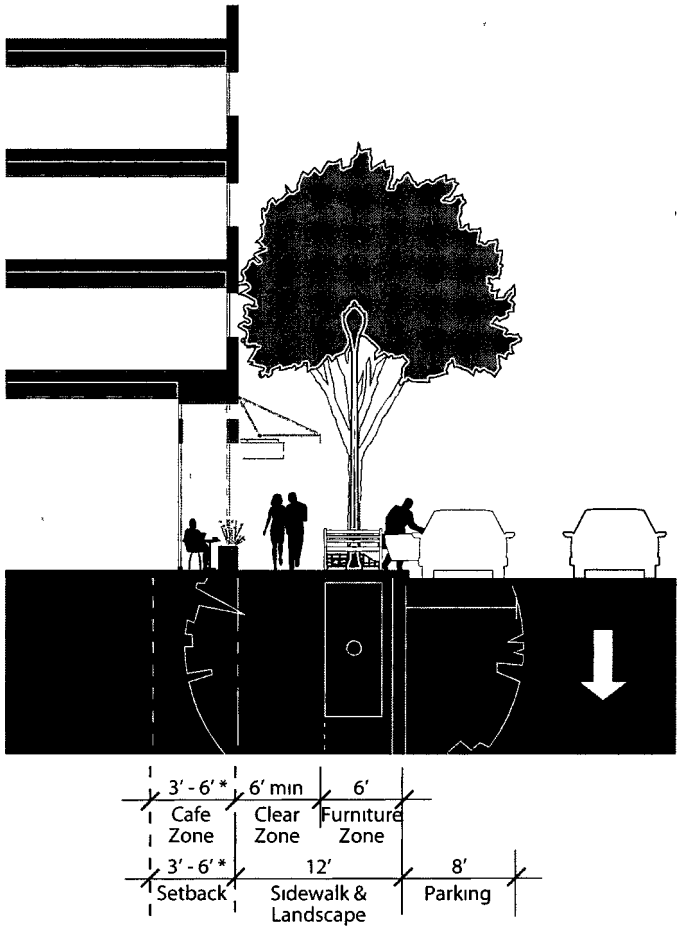
Curbside Zone: Café tables will be permitted within the curbside zone, between street trees, provided that no permanent improvements or barriers are constructed and that the required promenade zone is achieved.

Furniture Materials: Tables and chairs shall be of a high quality, suitable for exterior use, with metal, plastic and/or durable and weathering woods All tables or chairs shall be movable, none will be permitted to be bolted or affixed to the sidewalk, unless approved by the NCC and/or the TCA. All furniture shall be commercial grade and manufactured or constructed for outdoor commercial use

Table Size: Small round or square tables shall seat no more than four people, unless otherwise approved by the TCA and must comply with the clearance requirements described above. Round tables shall be no larger than 30 inches in diameter. Square tables shall be no larger than 36 inches wide. Tables and chairs within a single operator's café zone shall be of the same type, i e , no mixing of different furniture types is allowed.

Umbrellas: Individual canvas or other non-vinyl umbrellas of a compatible design may be permitted in café extension areas, but shall not extend into the promenading zone Umbrellas shall be made for outdoor commercial use subject to the approval of the NCC and/or the TCA

Flower Boxes and Planters: Flower boxes or planters may be used to define the boundaries of the café seating area. To avoid blocking the patron's vision while seated, the combined height of the planters and live plants shall not exceed 40 inches from sidewalk grade The



** 3' min setback and Cafe Zone for 50% of Building Entry All entrances shall be set back 3' min from property line*

MINIMUM BUILDING SETBACK ON 12'-0" SIDEWALK

boxes or planters shall be no greater in height than 30 inches and no wider than 24 inches at the base Taller plants may be permitted depending on the location of the sidewalk café, as approved by the NCC and/or the TCA

The flower boxes, planters, and storage bins shall be moveable and be made of a safe, durable and attractive material such as concrete, fiberglass, clay, wood or steel. All boxes, planters and planting areas must be planted with live plants year-round. The cafe owner shall be responsible for the prompt removal of all empty or poorly maintained planters or plantings.



Moveable planters define the boundaries of an outdoor cafe

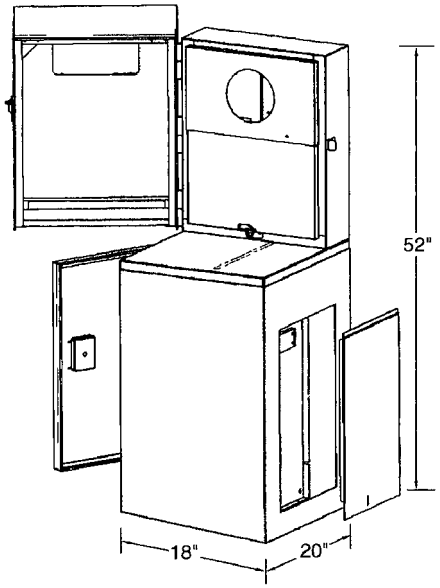
Menu Boards and Signs: Menu boards, both portable and wall-mounted, shall be subject to the City of Austin sign ordinance and the Mueller PUD and the Mueller Design Book standards, and shall be approved by the Signage and Storefront Committee of the NCC. Please see Appendix F1: Signage and Storefront Guidelines for Aldrich Street District.

Canopies and Projecting Awnings: Permanent fixed canopies shall be subject to NCC approval, and shall not be permitted to project within the public right-of-way. Fabric awnings that provide shade and color are encouraged, particularly high quality retractable ones that can be adjusted seasonally and throughout the day. Awnings will be permitted to encroach into the public right-of-way, subject to NCC and/or TCA approval, and a license agreement with the City of Austin Using awnings for significant signage or logos is not permitted

Portable Heaters and Misters: Portable heaters and misters are permitted subject to review and approval by the TCA.

Trash, Recycling and Compostables Receptacles: All trash, recyclables and compostables generated by the café shall be disposed of by the business in receptacles provided internal to the building or within the café zone Any exterior receptacles shall of durable commercial grade materials and located against the building façade, no such receptacles will be permitted in the curbside zone

Storage: Furniture may not be stacked or stored outside in setback areas or in the public right-of-way at any time, unless approved by the TCA. Café furniture shall not be secured to street lighting poles, trees or any other public street furniture.



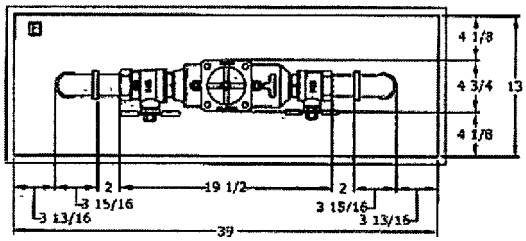
All meter pedestals available with AIC ratings of 22k, 65k and higher
** Photocell, time clocks, lighting contactors and circuit breakers available factory installed*

MPS-A16-10K* ***Metered Enclosure***

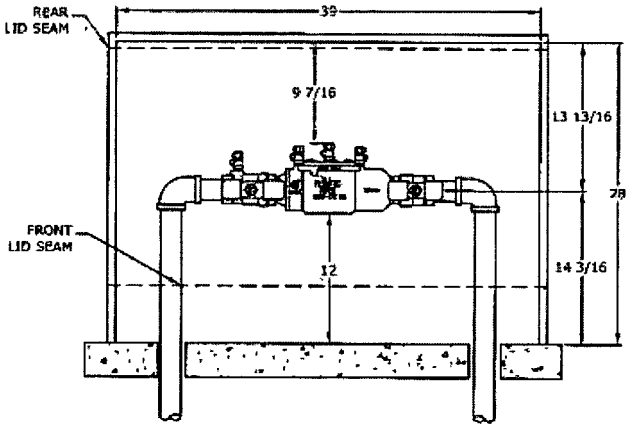
- 100 amp meter/100 amp load center
- 16 pos with main 1 phase

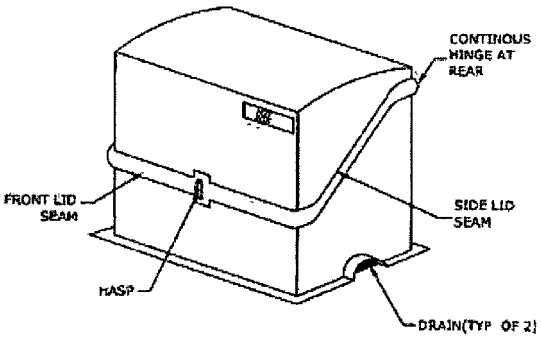
(DD) *ELECTRIC METER ENCLOSURE: STRONG BOX COMMERCIAL PEDESTAL*

Source VIT Products, Inc



1 ALL DIMENSIONS ARE IN INCHES
2 INSIDE DIMENSIONS ARE 39"L X 13"W X 4" MINIMUM THICKNESS
3 RECOMMENDED SLAB SIZE IS 50"L X 24"W X 4" MINIMUM THICKNESS
4 "E" WITHIN THE BOX INDICATES THE GENERAL LOCATION OF THE ELECTRICAL RECEPTACLE INSIDE THE ENCLOSURE THE RECEPTACLE AND ELECTRICAL SERVICE TO THE ENCLOSURE ARE THE RESPONSIBILITY OF THE CONTRACTORS OTHER THEN HOT BOX
5 THE ENCLOSURE IS DESIGNED AS FLIP TOP TO ASSURE EASIER ACCESS AND MAINTENANCE
6 THE ENCLOSURE SHALL HAVE ONE 90W, 120V SINGLE PHASE HEAT TRACE CABLE
7 THE ENCLOSURE SHALL BE A LB2 WHEN IT IS INSTALLED WITHOUT THE HEATER





(EE) *REDUCED PRESSURE ZONE (RPZ) UTILITY AND STAINLESS STEEL ENCLOSURE*

Source HOTBOX Drawing # 2DBQ-A11

SERVICES & UTILITIES

Electric Transformers: Transformers should generally be located along service alleys/ streets, within or adjacent to parking garages or set back from the street substantially and screened, either with an enclosure or vegetation, as allowed by Austin Energy. Transformer pads and equipment may not be located facing (or visible from) the Aldrich Street ROW or its building setback areas Site developers will be required to obtain approval from Austin Energy and Catellus for the appropriate numbers, sizes and final locations of transformers serving their sites The NCC must also approve transformer locations and how they are screened.

Reduced Pressure Zone (RPZ) Devices: RPZs shall be located on the property owner side of the water meter, on private property and shall be encased by a stainless steel enclosure, such as the one depicted at left. (Detail DD)

Parking Pay Stations: These automatic, self-pay devices provide convenient payment for on-street parking and will be installed and operated by the City of Austin or its designee. Since 2016, the City has installed several of these in Mueller's Town Center as part of Mueller's Parking and Transportation Management District (PTMD) and will continue to add them as development continues in the Town Center The pay stations will be located in accessible locations on each block-face of the Aldrich Street District (See Plan Detail C & I), on or near the sidewalk, or as determined by Catellus and the City of Austin, in coordination with Mueller's PTMD.

Drop-Off/Valet Zones: Such zones will only be permitted in the typical 8-foot parking zone along street curbs. No curb cuts or driveway drop-offs will be permitted.

Grease Traps: Grease traps shall typically be located along service alleys/streets if feasible

On-Street Loading Spaces: Code-required loading spaces may be allowed in the eight-foot wide, on-street parking lane, with administrative approval by the City of Austin development review staff

On-Street Trash Collection Spaces: If approved by the City, dumpsters or bins may be rolled into a special zone of the on-street parking area fronting a site for its trash/recycling collection, under the condition that this space is a dedicated, level area that will not allow the dumpsters to roll away from this designated location and that the container is removed from the street frontage in a timely manner

INTERIM SIDEWALKS & STREETSCAPES

As the Aldrich Street District is implemented in phases, there will be periods of time when block frontages will be undeveloped and vacant. Continuity of pedestrian facilities during this period will be important from both a safety and convenience standpoint. Therefore, in advance of the final building construction and site development, temporary sidewalk and streetscape improvements may be provided by the master developer, Catellus, or by individual site developers, as convened by Catellus The following are guidelines and standards for the interim conditions of such sites

Temporary Sidewalks: As part of the infrastructure construction, Catellus may install a temporary, sidewalk - either decomposed granite or concrete - with a minimum width of five feet along all public street frontages, so that pedestrians are not compelled to walk in the roadway area during the interim phases of development of the Aldrich Street District The temporary sidewalk will typically be located inside the public ROW, at the property line.

Landscaping: To the extent practicable, the temporary sidewalk will be set back from the face of the curb by seven feet to allow for the temporary placement of street trees The tree may be planted in the ground with irrigation, or placed in a temporary, above-grade, irrigated planter. Temporary plantings are desirable, particularly in locations where the next phase of adjacent construction is not anticipated within six months of the completion of a property.

Construction Hoardings: Contractors and vertical developers involved in the construction of buildings shall be responsible for securing their own sites and in providing protection for pedestrians through the design of construction barricades or hoardings Where possible, hoardings shall be constructed to provide safe passage of pedestrians on the same side of the street within the ultimate sidewalk zone, or within the parking zone. Where this is not possible, pedestrians shall be guided safely to the opposite side of the street through signage and barricades, acceptable to the NCC and to the City of Austin Construction hoardings should be designed and treated to present a consistent image of quality, with graphics and information on upcoming development that promote the Aldrich Street District and Mueller A coordinated design program for hoardings shall be developed and presented by Catellus to the NCC for its approval.

TYPICAL STREET SECTIONS

ALDRICH STREET DISTRICT STREET SECTIONS KEY MAP

A - Transit Boulevard

A1 - Mueller Boulevard (Simond to Philomena)

B - District Main Street

B1 - Aldrich Street Promenade (McBee to Philomena)

B2 - Aldrich Street (Simond to McBee)

C - Greenway Extension Street

C1 - Philomena Street (East of Mueller Boulevard)

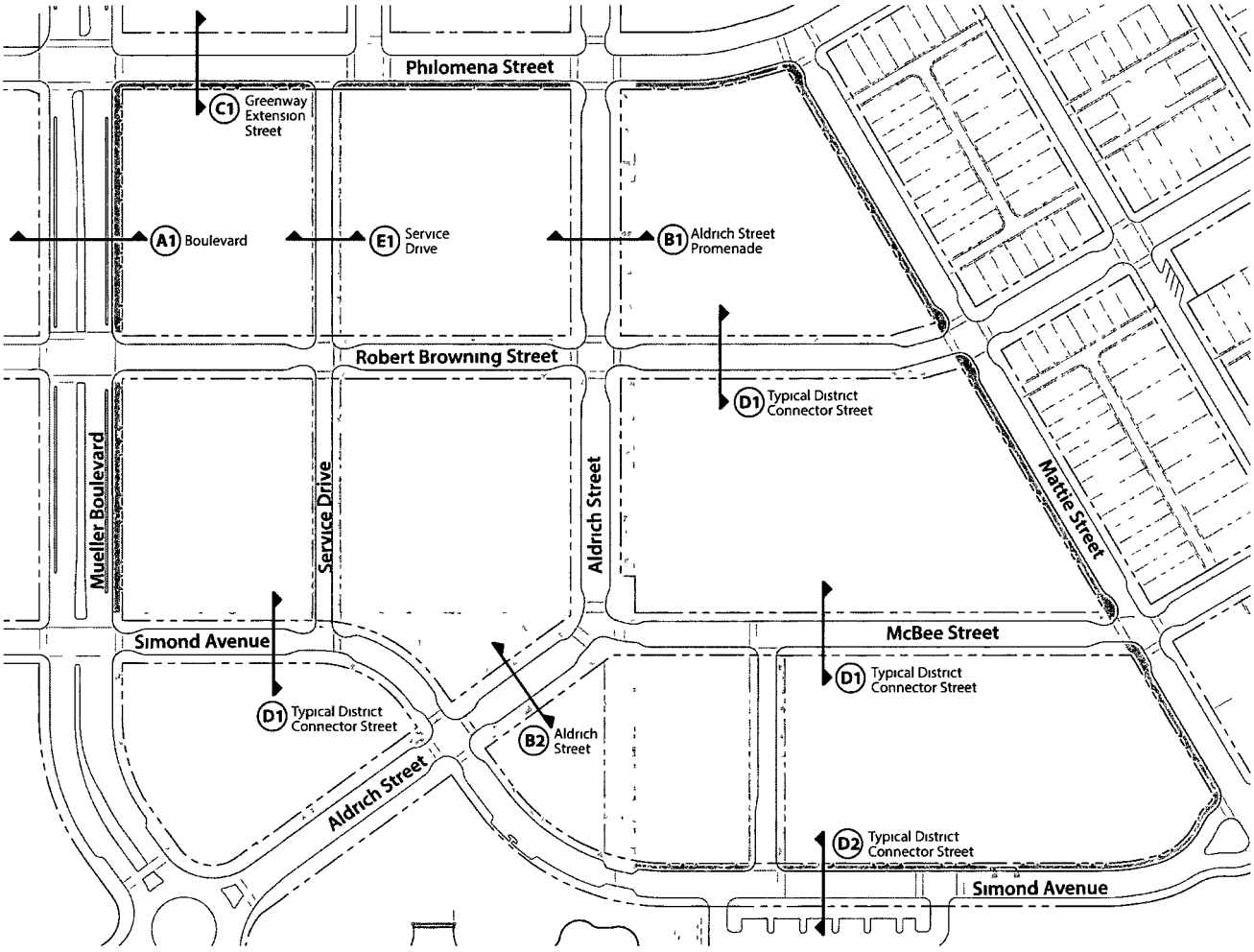
D - Neighborhood / District Connector Street

D1 - Mattie Street, Robert Browning Street, Simond Avenue, McBee Street

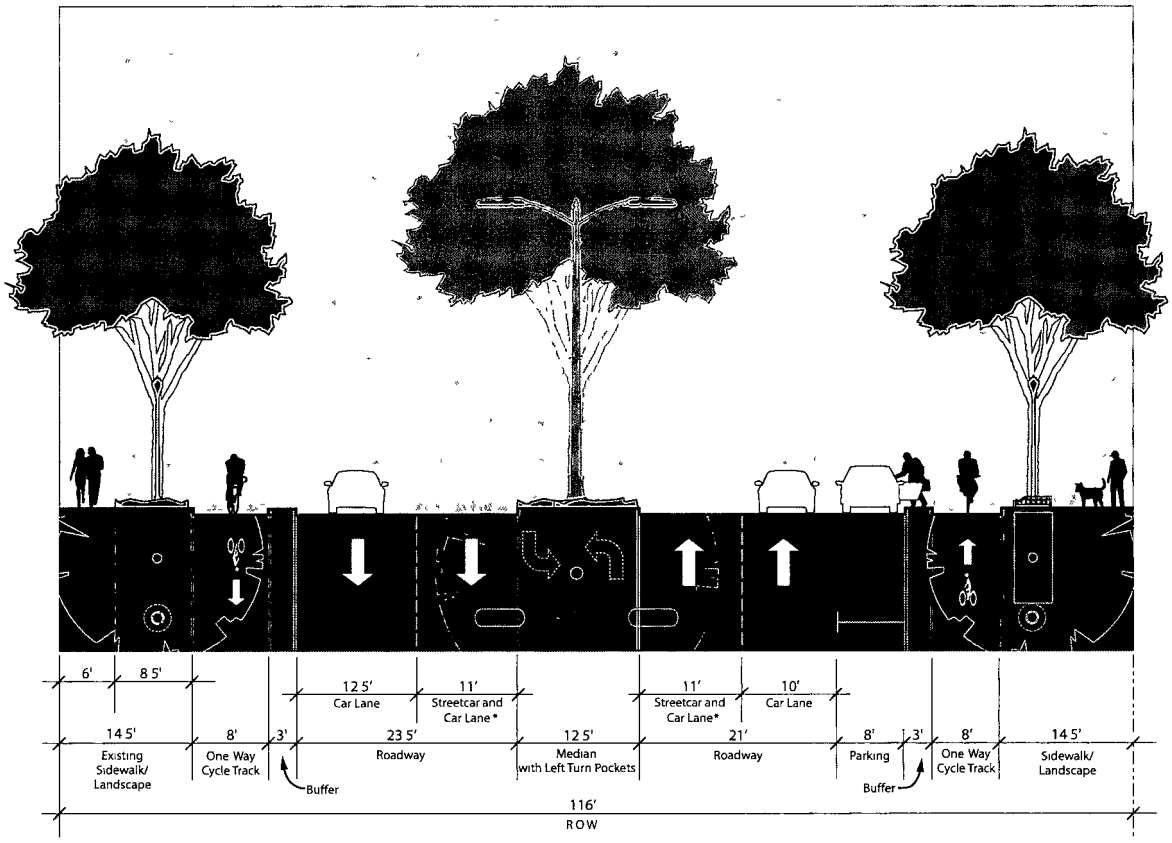
D2 - Simond Avenue (Aldrich to Mattie)

E - Service Drive

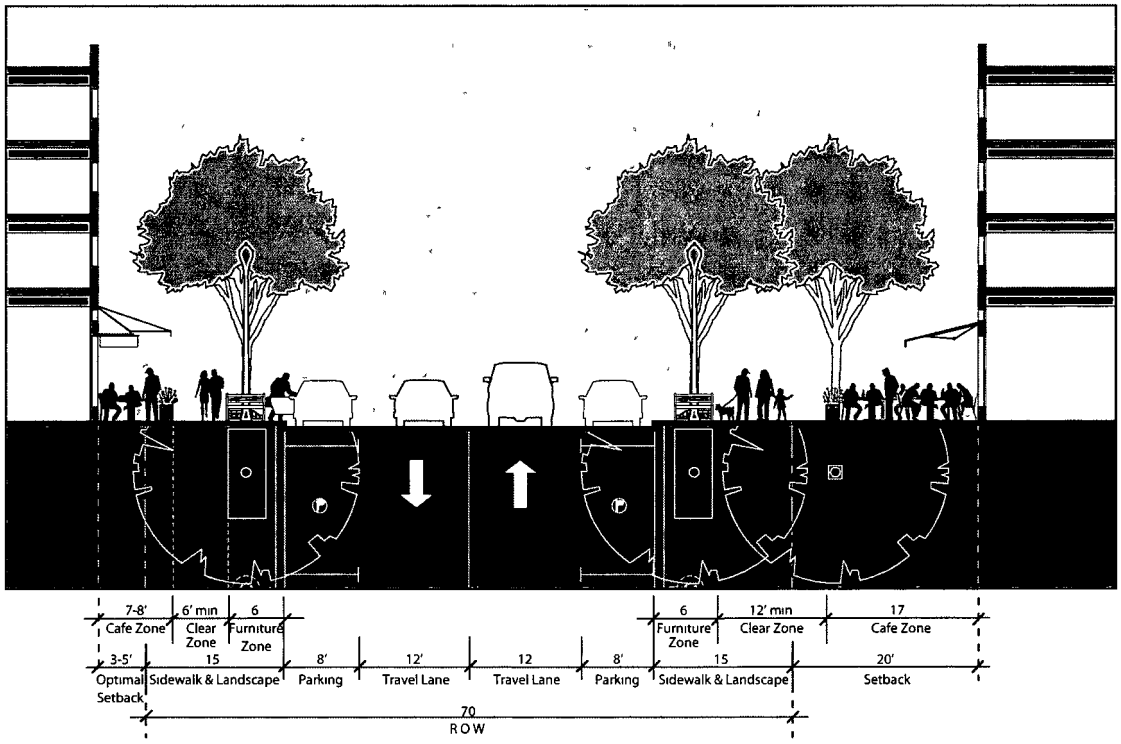
E1 - North South Service Drive (Simond to Philomena)



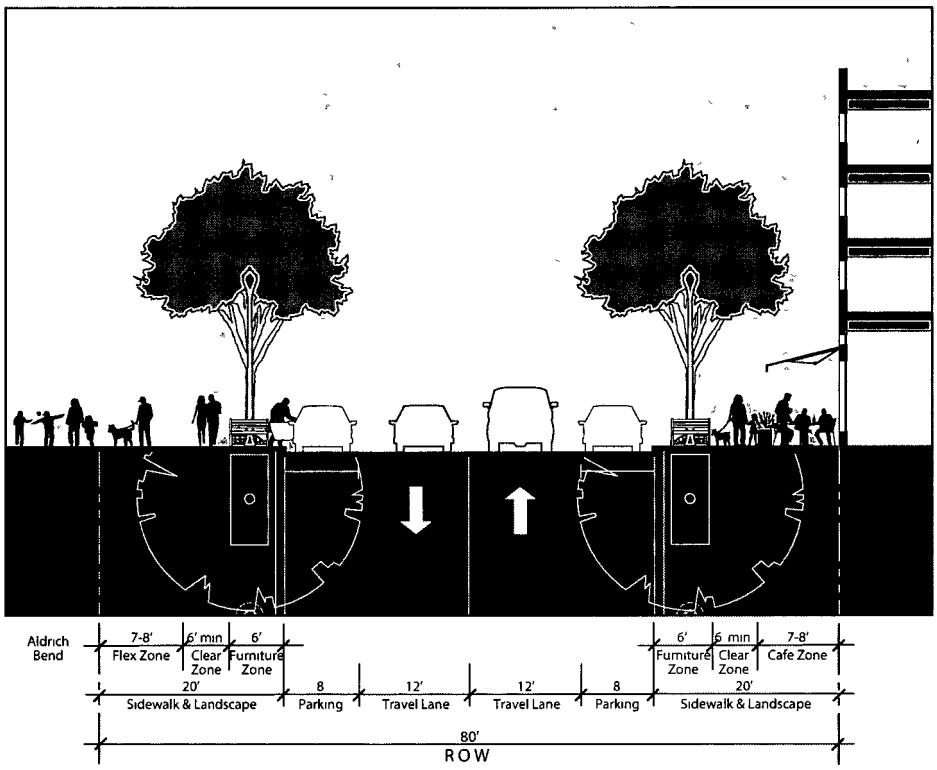
ALDRICH STREET DISTRICT STREET SECTIONS KEY MAP



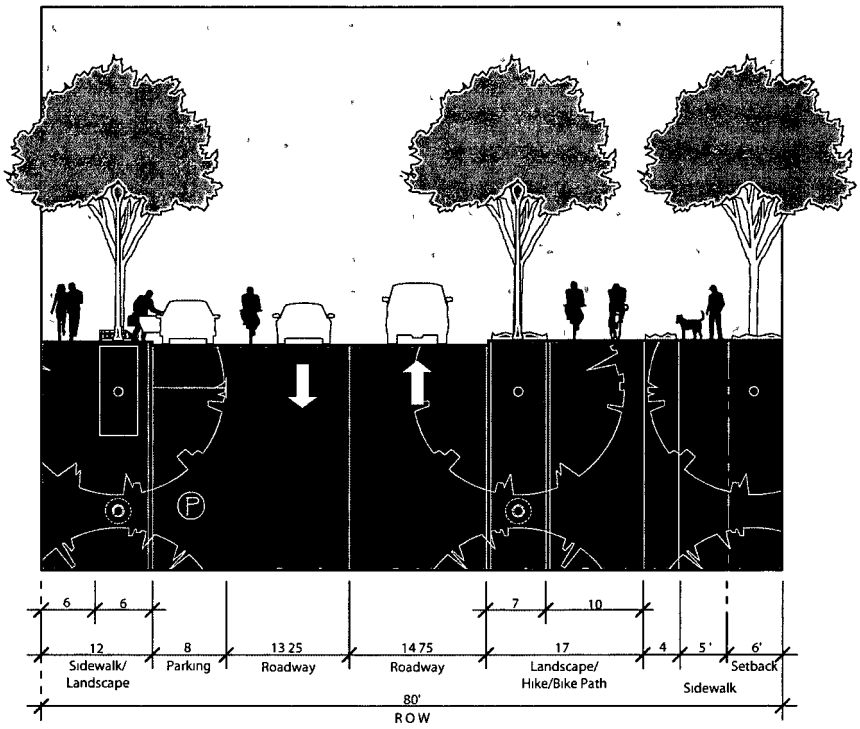
A1 - MUELLER BOULEVARD LOOKING NORTH (SIMOND TO PHILOMENA) * Note Potential for High Capacity Transit



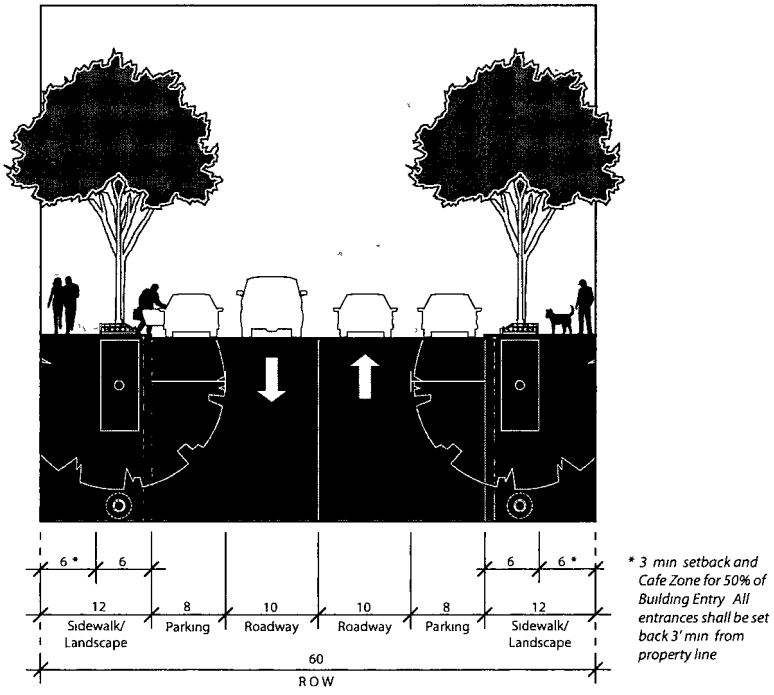
B1 - ALDRICH STREET PROMENADE (McBEE TO PHILOMENA)



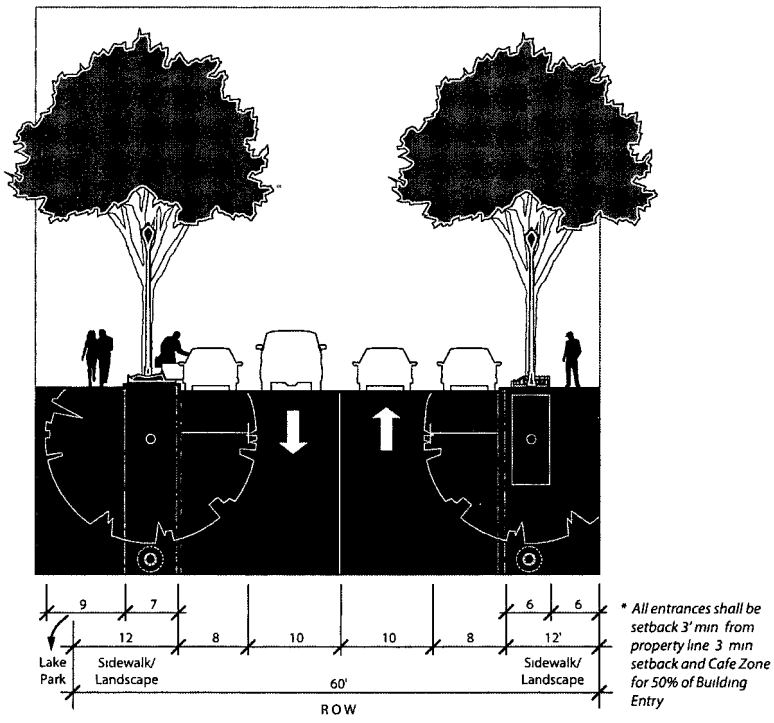
B2 - ALDRICH STREET (SIMOND TO McBEE)



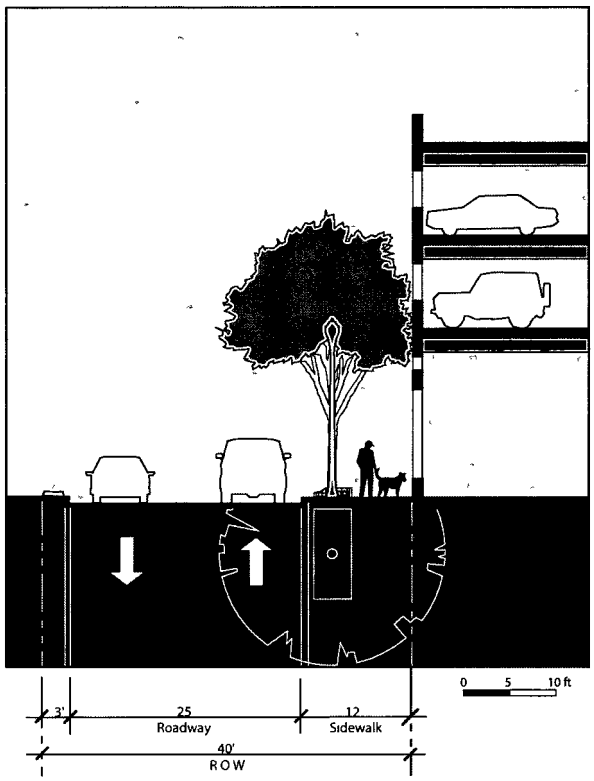
C1 - GREENWAY EXTENSION STREET - PHILOMENA STREET LOOKING WEST (EAST OF MUELLER BOULEVARD)



D1 - TYPICAL DISTRICT CONNECTOR STREET - ROBERT BROWNING STREET, SIMOND AVENUE, McBEE STREET



D2 - TYPICAL DISTRICT CONNECTOR STREET - SIMOND AVENUE LOOKING WEST (ALDRICH TO MATTIE)

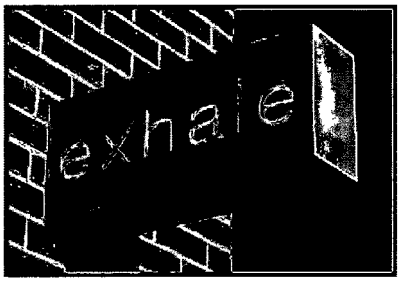


E1 - SERVICE DRIVE (SIMOND TO PHILOMENA)









APPENDIX F

SIGNAGE AND STOREFRONT GUIDELINES

MUELLER

AUSTIN TEXAS

REVISED SEPTEMBER 2018

APPENDIX F: SIGNAGE AND STOREFRONT GUIDELINES

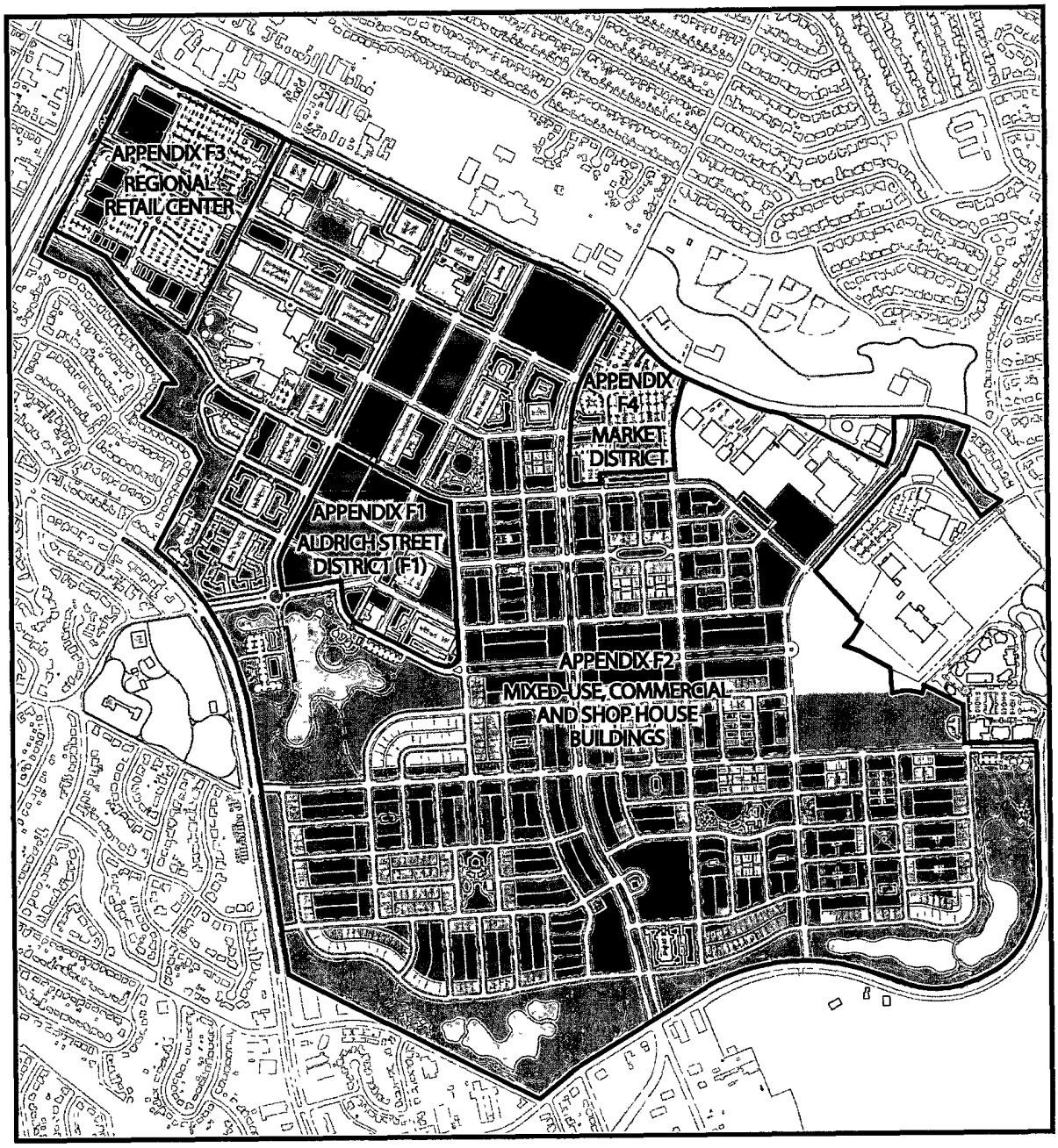
This appendix of the Design Book includes design standards and guidelines for signage throughout the community The design regulations and submittal requirements for signage vary depending on their location within the development. Four signage sub-areas have been established as shown on the attached diagram:

- Appendix F1 provides the signage regulations for the Aldrich Street District,
- Appendix F2 provides the signage regulations for Mixed Use, Commercial and Shop House buildings throughout the neighborhoods, Town Center North and other mixed-use districts of the community;
- Appendix F3 describes the signage regulations within the Regional Retail Center; and
- Appendix F4 describes the signage regulations within the Market District

The New Construction Council (NCC), or Modification Comittee (MC) as applicable, is responsible for the review and approval of all signage within the community.

Please contact Mueller's Community Manager for more information on submittal procedures and fees related to the review process:

contactus@muelleraustin com



Mueller Signage Appendices by District

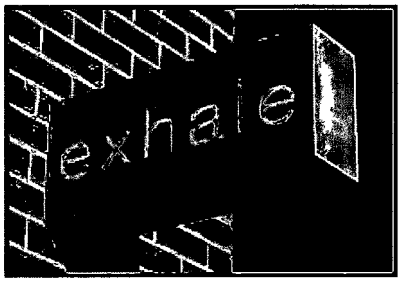
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Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time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









APPENDIX F1

SIGNAGE AND STOREFRONT GUIDELINES FOR ALDRICH STREET DISTRICT

MUELLER

AUSTIN TEXAS

REVISED MARCH 2018

Disclaimer:

This Signage and Storefront Guidelines Manual is envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances. As such, it is anticipated that over the life of the community, the guidelines herein will be refined, waived or amended to incorporate new conditions, special opportunities and/or circumstances.

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied, with respect to this manual.

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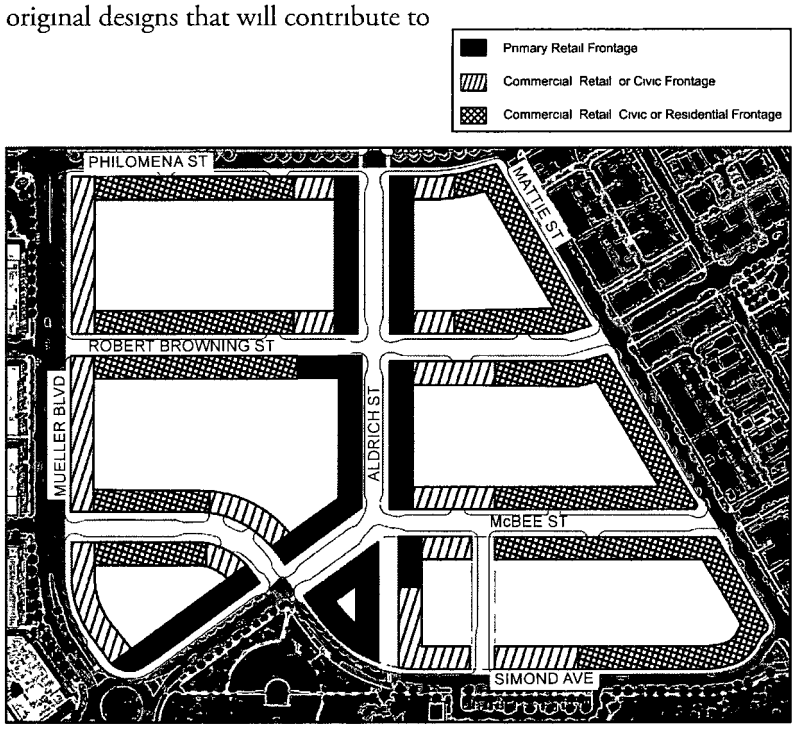

LOCA ORO
LOCA ORO

INTRODUCTION & PURPOSE

The Aldrich Street District is a vibrant mixed-use district at the heart of Mueller Composed of higher density residential mixed-use and commercial office buildings and cultural institutions, the ground level streetscape is enlivened with restaurants, cafes, and retail shops This document provides building owners and tenants within the District with guidelines for the design of storefronts and related signage. Guidelines for the overall building identity signage are provided in a separate appendix (F2) of the Mueller Design Book The guidelines are aimed at encouraging distinctive storefronts that express the individualized personality of each business, that reinforce the pedestrian orientation of the district, and that fulfill Mueller's commitment to quality, durability and sustainability

The intent of the standards is not to impose a single approach to the storefronts and signage, but rather to encourage diversity and authenticity in the spirit of Austin and Mueller. As such, the guidelines provide direction on encouraged and discouraged approaches, while the review process with the New Construction Council (NCC) offers opportunities for applicants to propose original designs that will contribute to the evolving character of the district.

Within the Aldrich Street District, the Mueller Design Book sets forth ground level use requirements for each of the street frontages within the area. Retail and restaurant storefronts will be concentrated most intensively along Aldrich Street between Mueller Boulevard and Philomena Street. Commercial storefronts are required along Mueller Boulevard, portions of the east-west streets within close proximity to Aldrich Street, and along the westernmost segment of Simond Avenue facing Lake Park.



Aldrich Street District

There are several types of frontages within the Aldrich Street District that could inform the design treatment of storefronts and signage These include

- Promenade frontages along the east side of Aldrich Street, characterized by a 30-foot-wide sidewalk and a double row of trees that will extend from Lake Park on the south to the Town Center Park on the north, this frontage will include numerous restaurants with outdoor cafes that can benefit the pedestrian and patron experience alike.
- The west side sidewalk of Aldrich Street of approximately 20 feet in width which may include a higher concentration of retail shops; and
- Mueller Boulevard and the east-west side streets with sidewalks of 12 to 15 feet in width, which may include smaller tenants and personal service providers

The guidelines provided in this document are adopted as an integral part of the Mueller Design Book, administered by the NCC, which is responsible for approving all storefront and signage designs. The review process and submission requirements are provided herein. In addition to NCC approval, all storefront and signage designs shall be consistent with the Mueller PUD and related regulations within the City of Austin's Land Development Code. It is the responsibility of each owner or tenant to ensure that their proposed storefront and signage is consistent with the City's standards, and that all required City permits are obtained This document and any approval provided by the NCC does not imply consistency with City regulations.

The guidelines are aimed at encouraging distinctive storefronts that express the individualized personality of each business.



In order to expedite review and approval, the NCC has established a Storefront and Signage Subcommittee, consisting of three members selected from its five voting members and representatives from the City of Austin This Subcommittee shall meet as needed to review submittal packages outside of the regular monthly meeting of the full NCC.

NCC SUBMITTALS

The design submission will be completed as outlined below No project will be approved until all construction documents and specifications are received and approved. Tenant construction shall proceed only on the basis of the construction drawings approved by the NCC Changes made between approved construction drawings and actual construction will require resubmission and approval by the NCC. The NCC reserves the right to remove items built without approval at the building owner's expense.

A three-stage process of review is required as follows:

Orientation Meeting (optional): Prior to the start of any specific design it is recommended that tenants meet with representatives of the building Landlord and/or the NCC to discuss initial ideas and concerns and to raise any questions regarding the design guidelines or approval process. Tenants may bring inspiration images, brand images and sketches to convey the preliminary design concept.

(1) Preliminary Design: The purpose of this submittal is to provide the NCC with an initial concept plan that demonstrates conformance with the design guidelines. Drawings should be preliminary in nature while including sufficient information to describe the storefront and signage concepts with the following drawings:

- **Site Plan** identifying the project location with particular focus on the adjacent streetscape plan including street trees, lighting and furnishings; the drawing should identify topographical elevations of the sidewalk in relation to the finished floor elevation of the business at all of the exterior doorways.
- **Exterior Perspective View(s)** illustrating the intended storefront treatment (e g , materials, colors, signage, exterior furnishings etc.) and its relation to the overall building facade and to any adjacent approved storefronts within the same building (see example next page),

  Note Overall 3D file to be maintained and distributed by building Landlord

- **Ground Level Floor Plans** describing the relationship of the interior and exterior elements of the design, including planned street trees and street furniture as provided by building Landlord,

  Note. Building Site Plan to be maintained and distributed by building Landlord
- **Lighting Scheme Narrative**, including storefront, signage and interiors visible from ROW; and
- **Merchandising Strategy Narrative** with particular focus on the initial 10 feet of store visible from ROW.

(2) Final Design: The purpose of this review stage is to finalize the design including all materials and details To be reviewed during a NCC meeting, the following materials and drawings shall be submitted·

The preliminary design submitted should include an overall view of the building

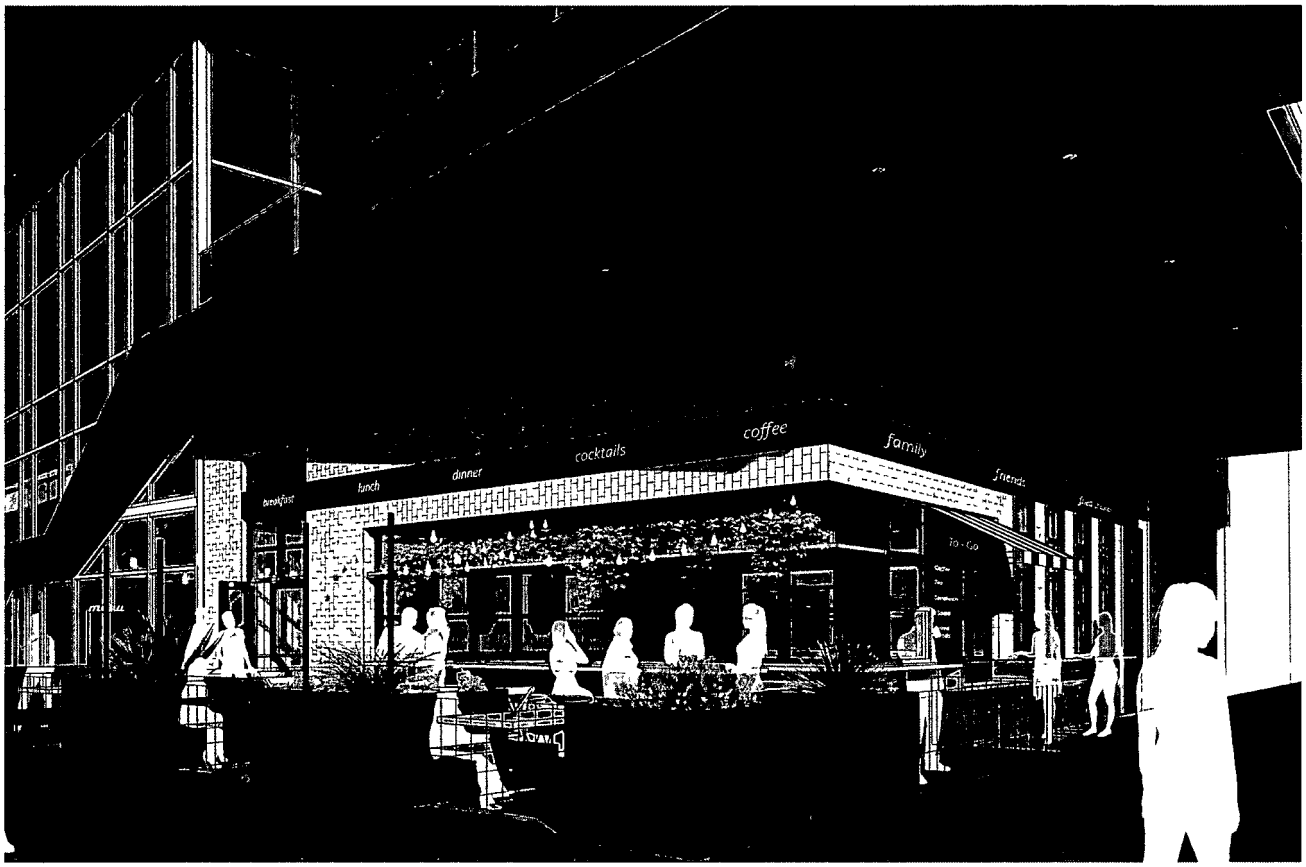
- Memorandum describing response to conditions imposed by NCC on the Preliminary Design submittal, listed per drawing revised,
- Updated Site Plan and Ground Level Plan, fully dimensioned and notated;



- Updated overall building and individual tenant perspective drawings depicting current storefront design and treatment;
- Dimensioned storefront elevations, depicting all materials and signage locations,
- Storefront wall sections and key details (attachments, awnings, etc);
- Signage drawings (primary, secondary, window, blade, etc.) and details;
- Physical materials board, including actual material samples and colors;
- Exterior lighting plan with fixture cut sheets,
- Dimensioned railing/planter sections and key details, and
- Dimensioned exterior furniture plan and cut sheets.

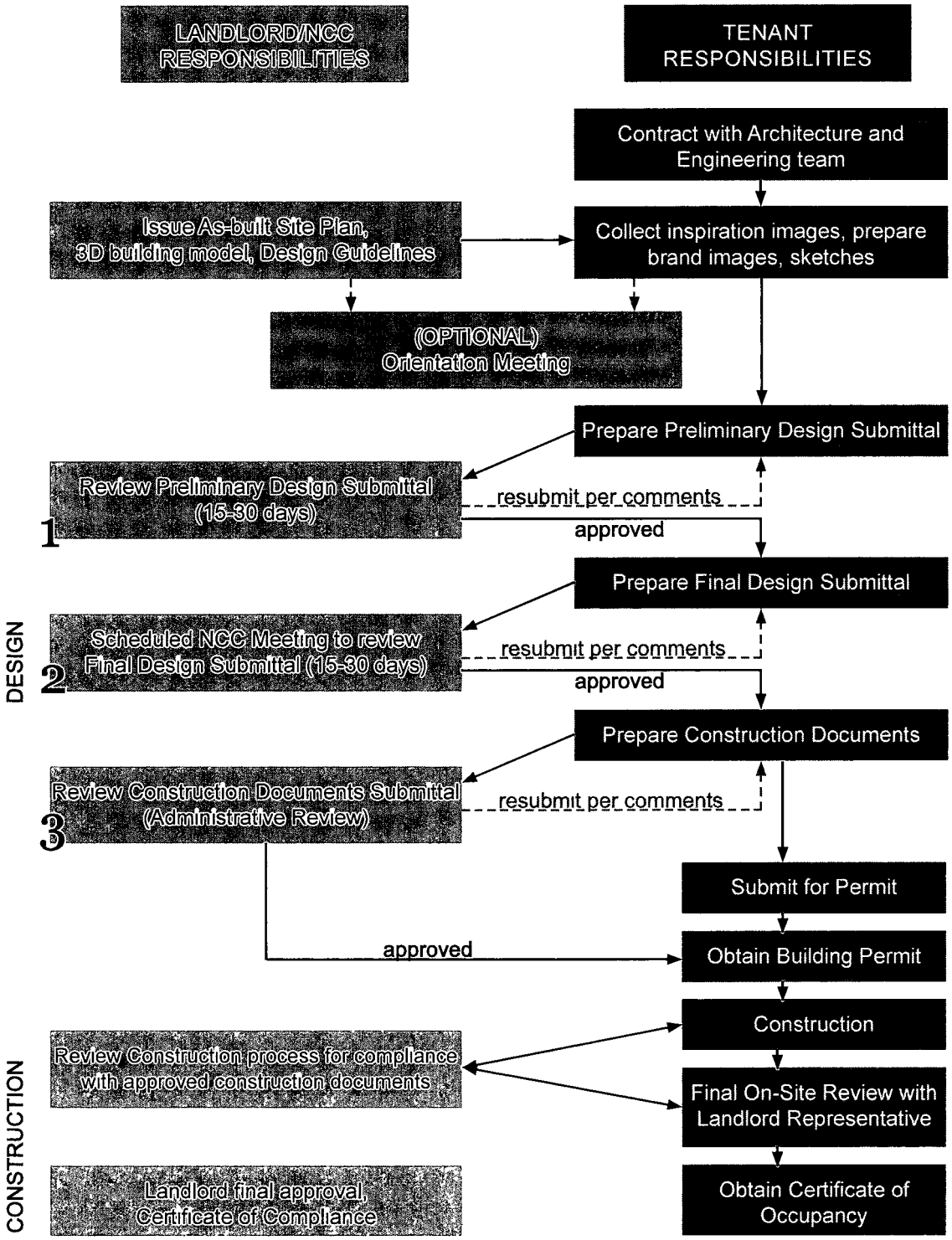
(3) Construction Documents: The purpose of this review stage is to confirm that the project will be constructed, consistent with the NCC approved Final Design. The applicant shall submit all construction documents pertaining to the storefront and signage, along with a memorandum describing the response to conditions imposed by the NCC on the Final Design submittal.

The final design should include perspective drawings depicting storefront design and treatment.



Rendring by Design Hound

SUBMITTAL PROCESS



Subject to verification that submittal is complete

GENERAL GUIDELINES

Create captivating storefronts that are open and inviting Each design should showcase the tenant's unique brand identity and embrace the materials, craft and details that reinforce their message The streetscape will celebrate the diversity of design that Austin embraces, from refined minimalism to bootstrapped grittiness.

The following guidelines are intended to provide inspiration for designs to be reviewed by the NCC





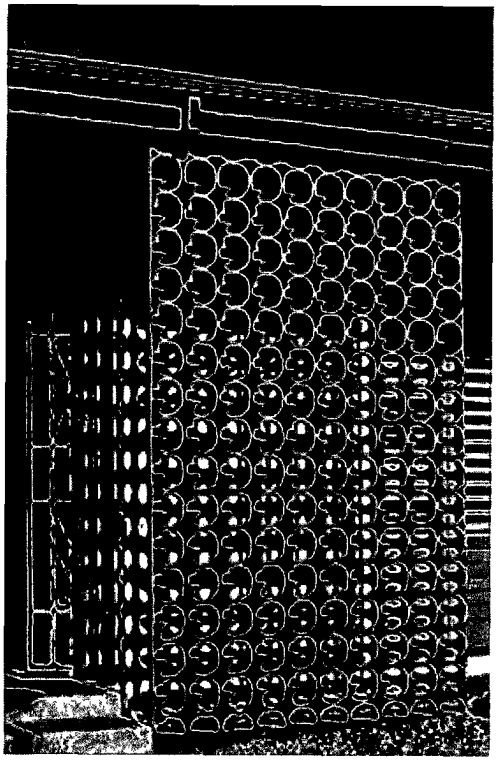
RESTAURANT STOREFRONT

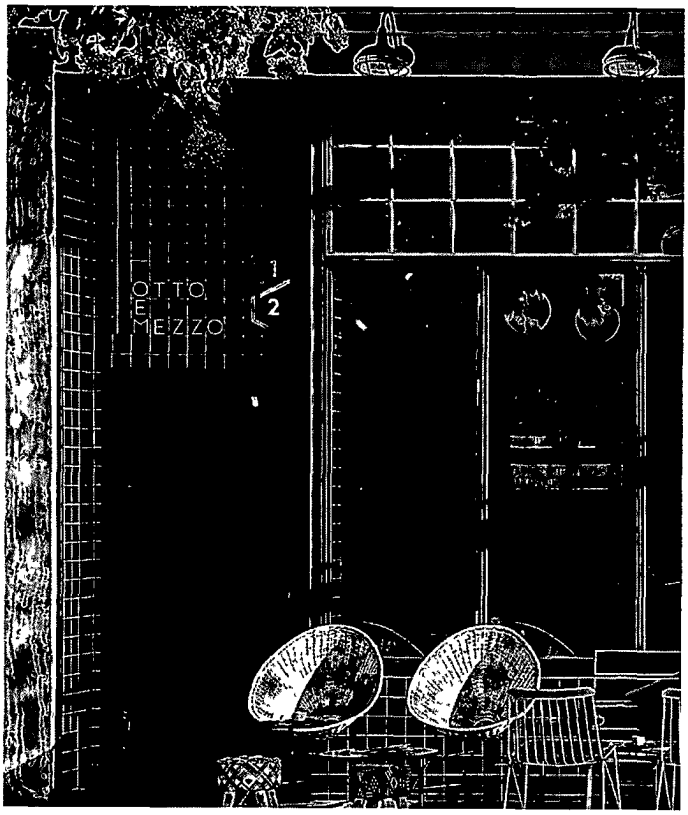
Restaurants are where the neighborhood comes to gather and are critical to the vitality of the streetscape

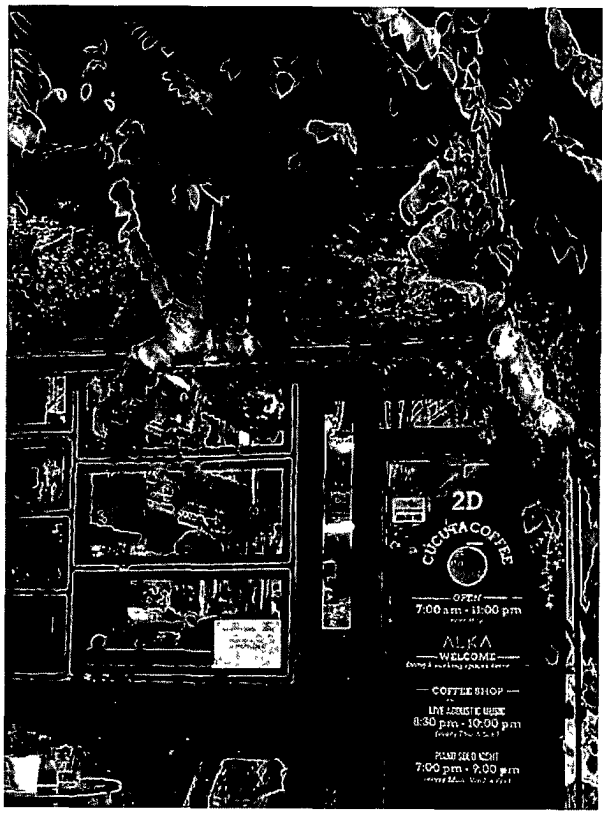
Encouraged:

- Strong entry, sense of arrival
- Contributes to street activity
- Strong indoor/outdoor connection
- Shaded seating with thoughtful, welcoming furniture selections
- High quality materials - exterior grade tiles, natural stones, painted and polished metals, finished woods, glass and translucent materials
- Details carefully designed and executed
- Unique forms
- Integrated landscaping
- Screening for any exposed equipment
- Flush threshold at entry, ramps strongly encouraged to be interior to storefront.
- Thoughtful lighting strategy (refer to Lighting section)

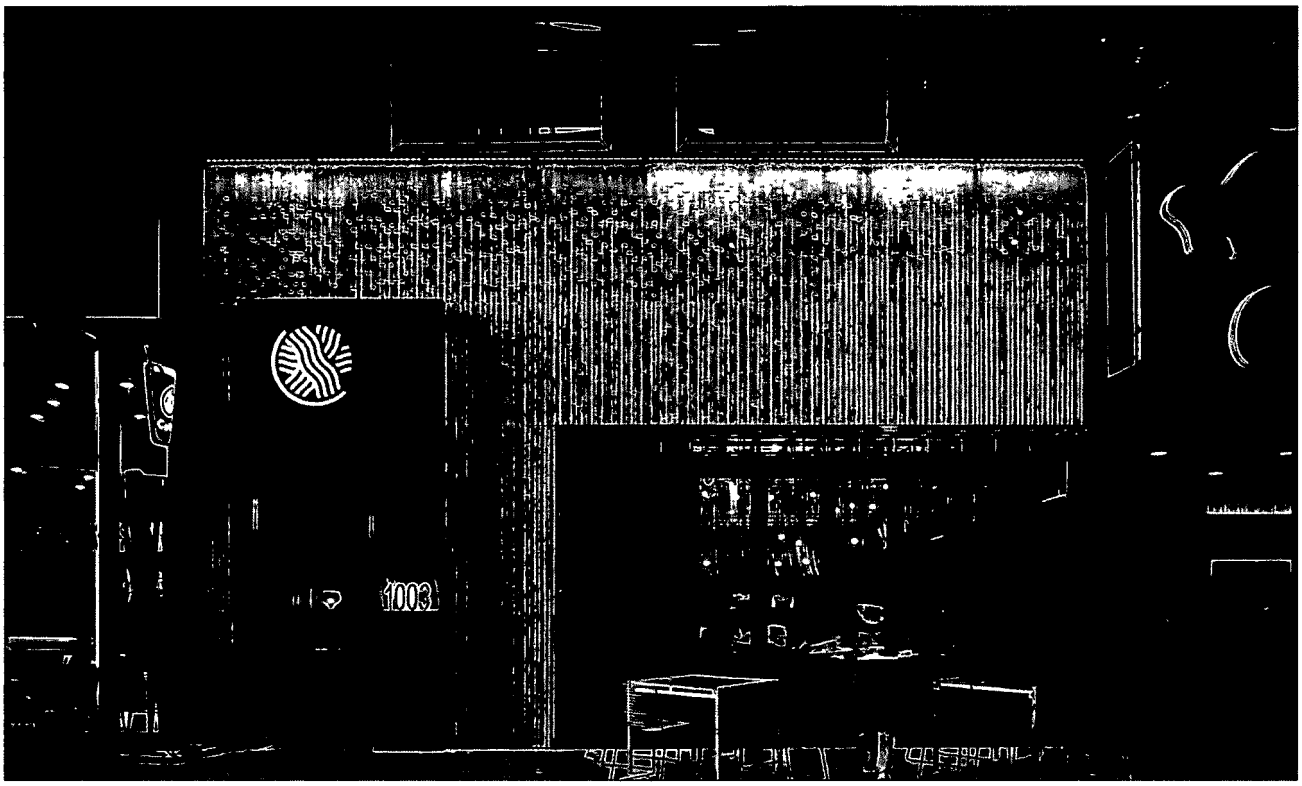

OSTERIA

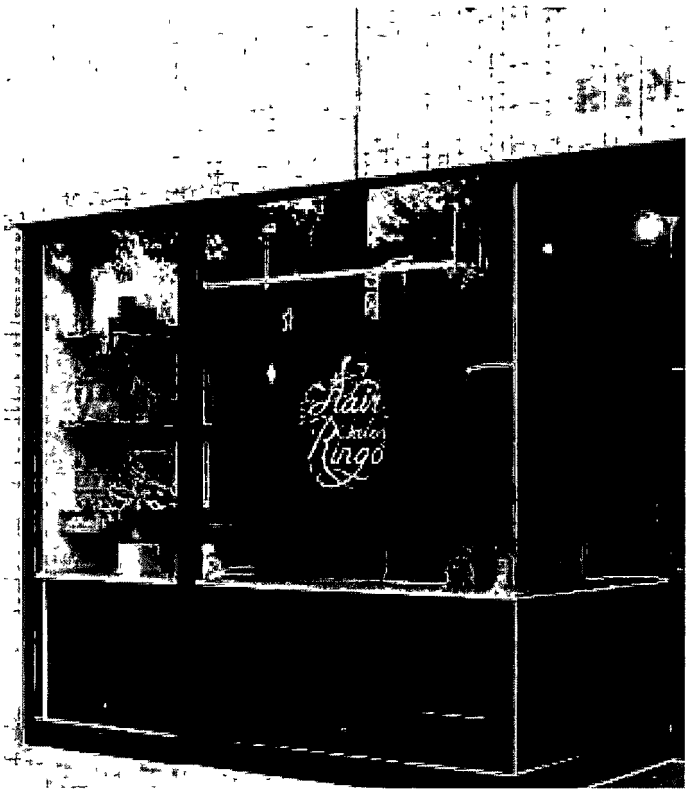


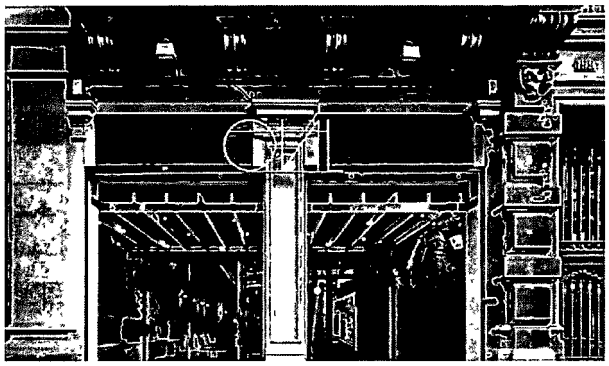

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2

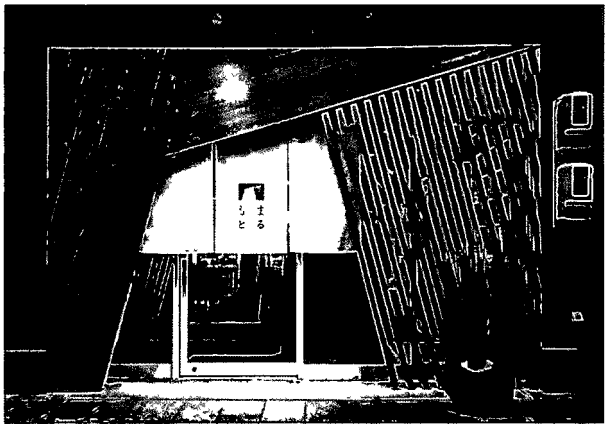

2D
CUCUKA COFFEE
OPEN
7:00 am - 11:00 pm
ALKA
WELCOME
COFFEE SHOP
LIVE ACOUSTIC MUSIC
8:30 pm - 10:00 pm
7:00 pm - 9:00 pm

Encouraged









Encouraged



Discouraged:

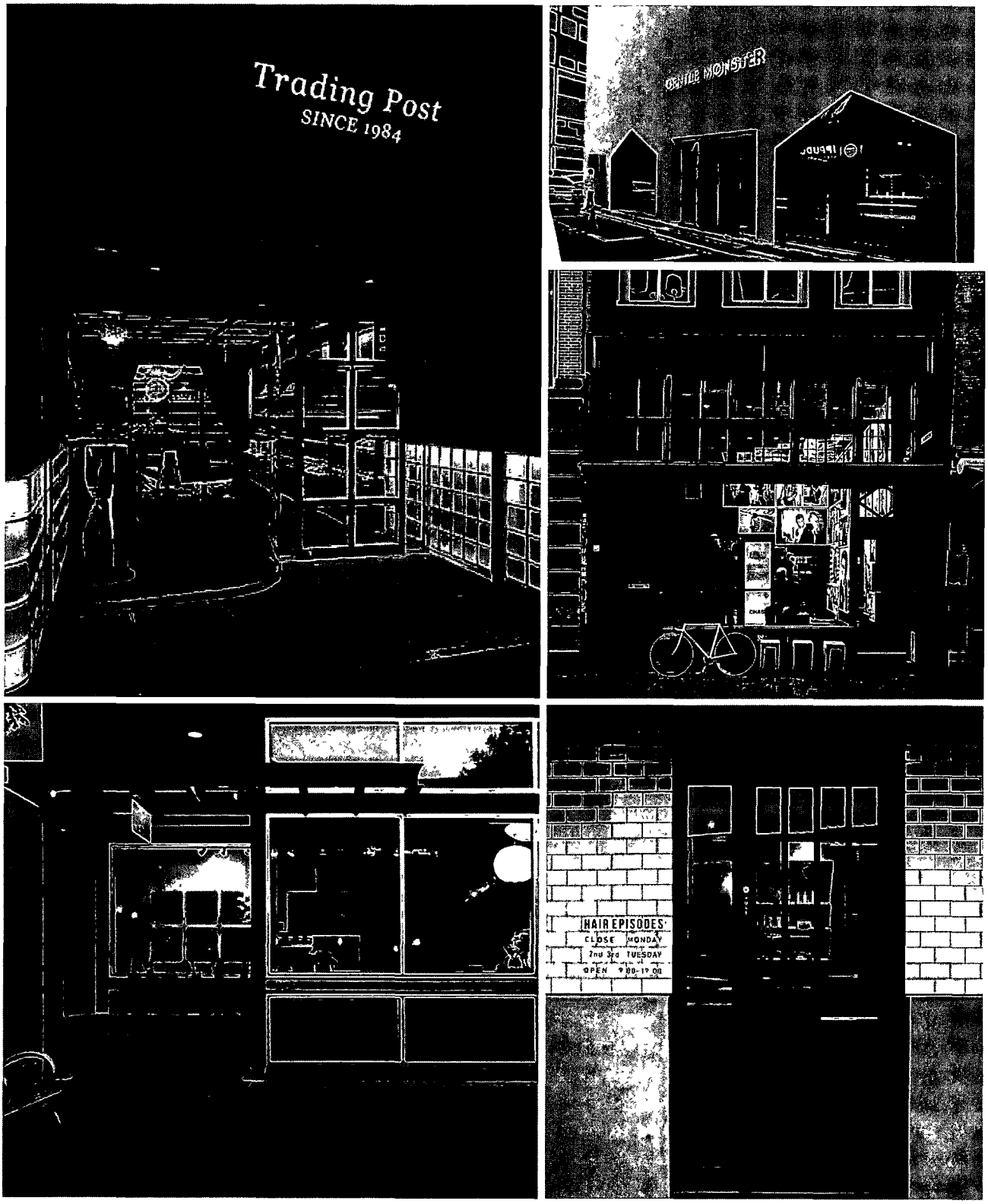
- Materials that are determined to be less durable, aesthetically incompatible with adjacent tenant or overall building finishes according to the NCC
- Anodized or stock color storefront without added detailing
- Medium Density Fiber (MDF) Board panels
- Painted drywall
- Overhead coiling doors or grilles
- Dark tinted solar film



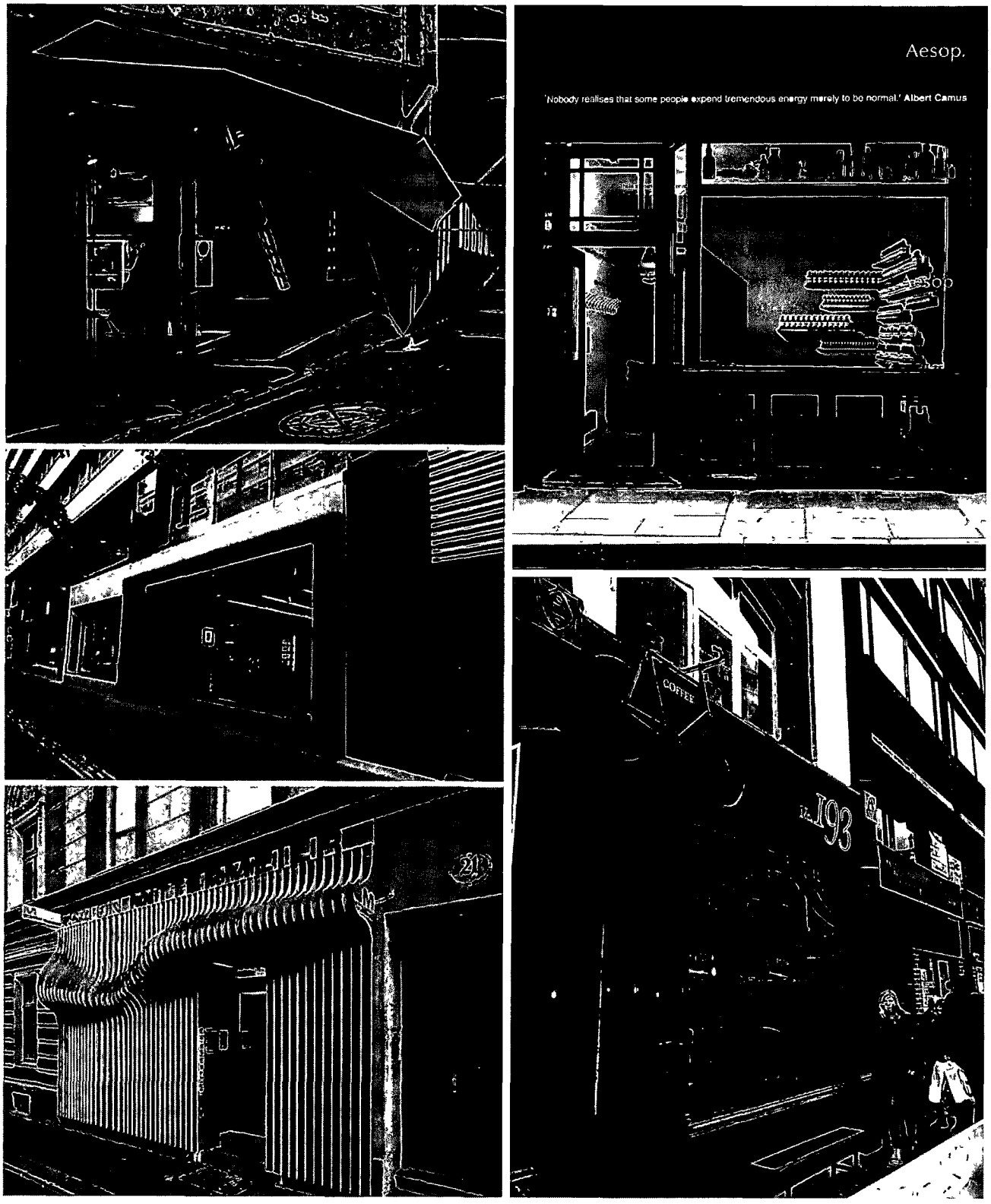
RETAIL STOREFRONT

Encouraged:

- High ratio glass/solid to encourage views inside
- Clear glass (minimal or no tint, limited by building code)
- High quality materials - exterior grade tiles, natural stones, painted and polished metals, finished woods, glass and translucent materials
- Details carefully designed and executed
- Study solar orientation - design shading elements and lighting to respond to changing conditions.
- Consider materials and orientation to reduce glare and take advantage of sunlight and shadow throughout the day
- Dynamic, three-dimensional storefront
- Strong brand concept
- At entry, ceiling to be hard lid or exposed to building structure; ceiling heights shall not be lower than top of storefront glazing.
- Provide durable floor treatment (stone, polished concrete, wood, tile, recessed walkoff mat)
- Flush threshold at entry, ramps strongly encouraged to be interior to storefront to improve pedestrian experience.
- Thoughtful lighting strategy (refer to Lighting section)
- Thoughtful window coverings, to be reviewed and approved by NCC Subcommittee


Trading Post
SINCE 1984
GENTLE MONSTER
HAIR EPISODES
CLOSE MONDAY
2nd 3rd TUESDAY
OPEN 9:30-19:00

Encouraged


Aesop.
'Nobody realises that some people expend tremendous energy merely to be normal.' Albert Camus
COFFEE
193

Encouraged



Discouraged:

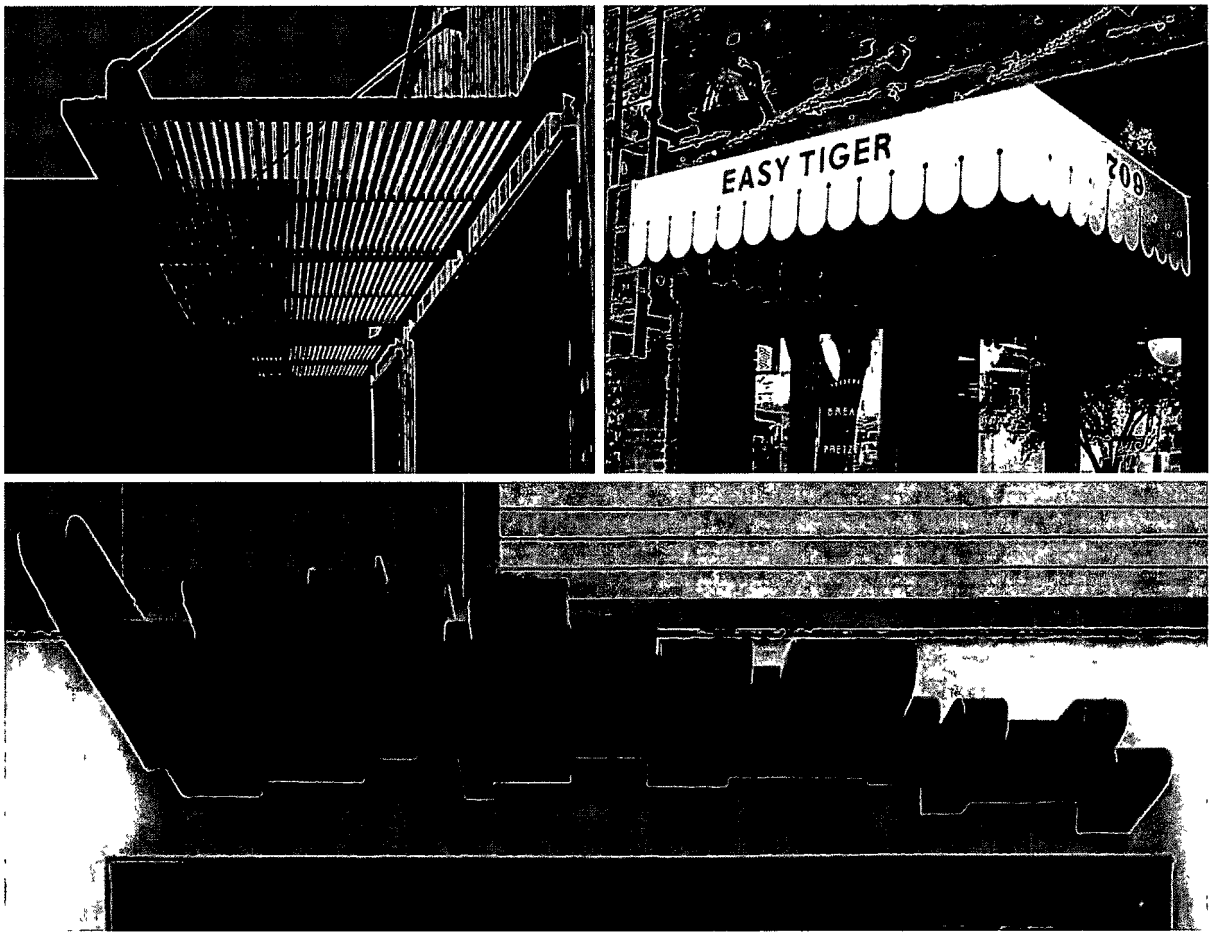
- Materials that are determined to be less durable, aesthetically incompatible with adjacent tenant or overall building finishes according to the NCC

At exterior:

- Anodized or stock color storefront without added detailing
- Medium Density Fiber (MDF) panels
- Painted drywall
- Overhead coiling doors or grilles
- Dark tinted or reflective solar film

At entry:

- Linoleum tiles, vinyl flooring, carpet
- Slat walls, plastic laminate fixtures, grid displays, corkboard, pegboard
- Excessive use of mirrors
- Acoustical tile



AWNINGS/CANOPIES

Encouraged:

- 8'-0" min. clear above sidewalk
- Projection depth proportional to width of sidewalk
- 3 12 max. slope
- Simply shaped - flat or single slope
- Sprinkler coverage if required by building type and awning construction
- Consider location, proportion, dimensionality, finishes and illumination
- If cloth, limit to one or two colors
- Retractable
- Refer to Aldrich Streetscape manual for complimentary guidelines If there is a conflict between these guidelines, the NCC will determine design compliance

Discouraged:

- Complex awning shapes including· elongated dome, dome, quarter round
- Closed sided awnings
- Vinyl signage on awnings







Encouraged



RETAIL LIGHTING

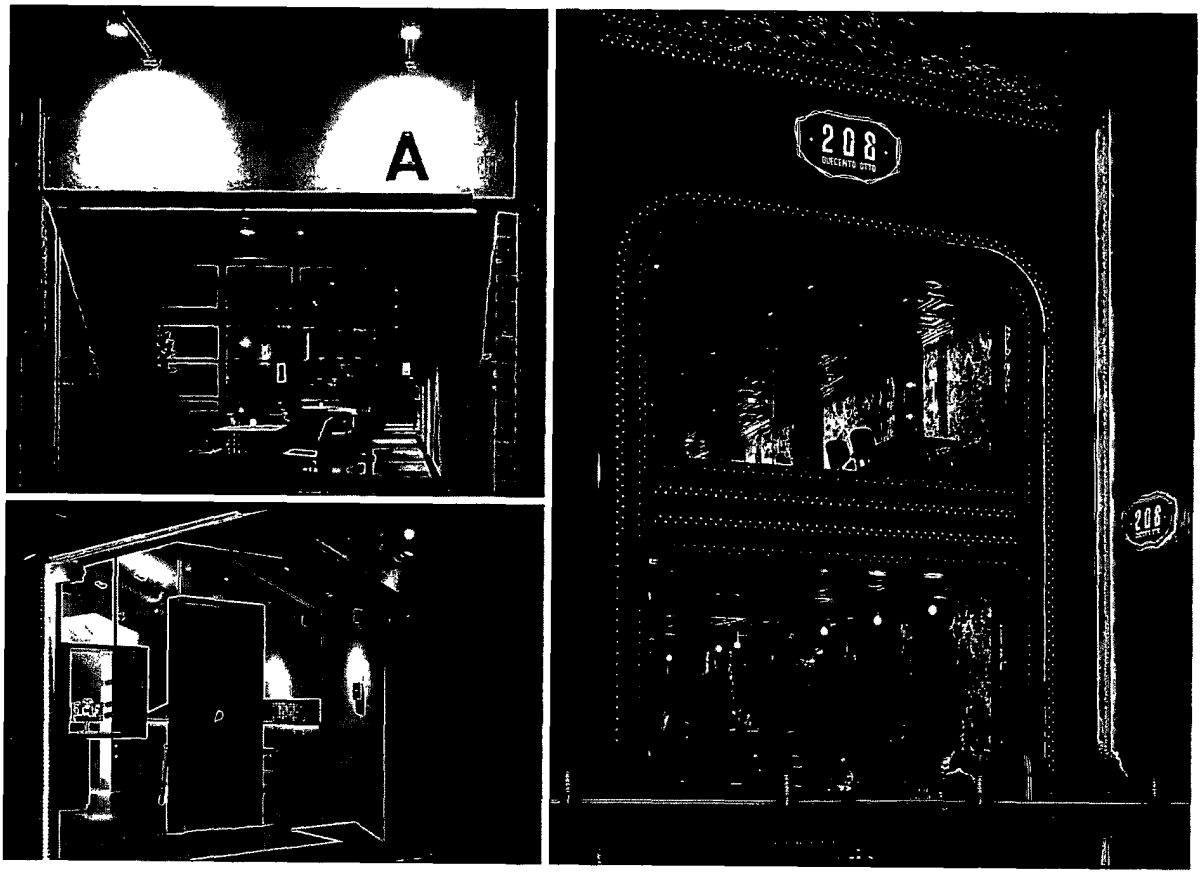
Appropriate and effective interior and exterior lighting is the single most important factor for enhancing the overall appeal of retailers, as well as improving their sales.

Encouraged:

- Illuminate prime merchandise with effective, quality fixtures
- Brightly illuminate display windows to compensate for direct sun and attract attention in the evening
- Install the best lighting you can afford
- Consider natural light in lighting strategy.
- Reinforce brand identity and highlight signage.
- Consider City of Austin full cut-off and fully shielded regulations
- Use thoughtful design to avoid overlighting.

Discouraged:

- Fluorescent lamps in customer areas
- Color temperature over 4000k



RESTAURANT LIGHTING

Appropriate and effective interior and exterior lighting is the single most important factor for enhancing the overall appeal of restaurants, as well as improving their sales.

Encouraged:

- Accent storefront design, texture and graphics with lighting
- Design lighting schemes for daytime and night time
- Use mixture of different types and scales of light fixtures.
- Install the best lighting you can afford
- Consider light requirements for all areas of customer experience visible from streetscape, including ceiling, wall and tabletop.
- Consider how desired mood of space and dining experience can be affected through lighting design.
- Reinforce brand identity and signage.
- Consider City of Austin full cut-off and fully shielded regulations.
- Use thoughtful design to avoid overlighting.

Discouraged:

- Fluorescent lamps in customer areas
- Color temperature over 3500k



PATIO

Encouraged:

- High quality commercial and exterior grade furniture
- Wait stations to be integrated into overall design.
- Decorative lighting (refer to Lighting section)
- Integrated landscaping
- Shaded seating with thoughtful, welcoming furniture selections
- Diverse range of seating types lounge furniture, bar height, counter height, banquettes, community table
- Provide interior storage for off-season furniture and equipment: heaters, umbrellas, etc
- Furnishings and umbrellas must be approved by NCC.
- Conceal gas lines and electrical conduit.
- Refer to Aldrich Streetscape manual for street dimensions and complimentary guidelines. If there is a conflict between these guidelines, the NCC will determine design compliance

Discouraged:

- Plastic wind barrier or temporary tent



PATIO RAILING/BARRIER

Encouraged:

- Provide plans and sections showing railing or barrier placement.
- Railing or barrier design must complement storefront design.
- Barrier to encourage interaction with sidewalk.
- Barrier materials to be durable and architectural - wood, stone, metal, concrete, glass
- Creative railings that incorporate landscaping, lighted elements, screen elements
- Thoughtful design to avoid interference with street trees

Discouraged:

- Moveable railings



SIGNAGE

Signage should be well-designed and pedestrian scaled

Sign hierarchy: Each tenant is allowed to install one primary sign and two secondary signs, as follows

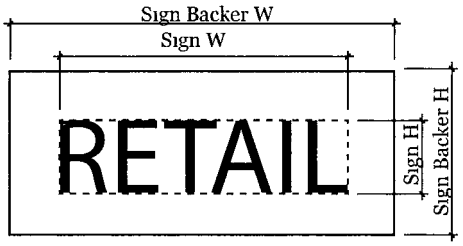
- Primary - (1) wall-mounted sign per street fronted (e.g. corner sites allowed wall signs on each facade)
- Secondary - (1) blade sign
- Secondary - (1) wall-mounted plaque or window/door-mounted sign
- Secondary - (1) 3D sign - kinetic, iconic, thematic signs encouraged, mounted to awning or storefront

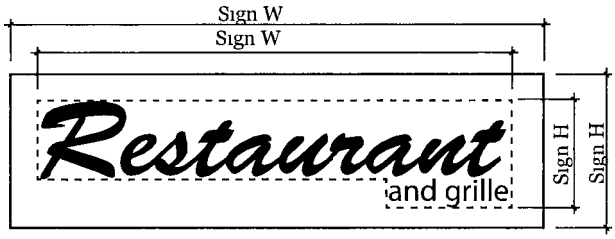
Size limits:

- Wall-mounted sign - max 1 s f per linear foot of storefront frontage, defined by limits of tenant lease line (e.g. a 30-foot-wide storefront may have a sign up to 30 s.f.)
- Blade sign - max 4 s.f
- Wall-mounted plaque - max. 3 s.f.
- Window/door-mounted sign - 40% max of glass space on principle entry door
  - 20% max. of storefront window area
- 3D sign - proportional to storefront, reviewed case-by-case

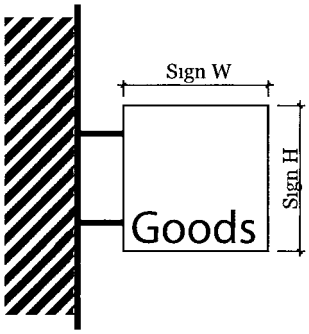
Refer to diagrams on next page for sign measurement guidelines.

SIGNAGE DIMENSIONS



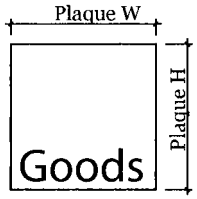


Allowable sign sf = Sign W x Sign H
If backer is provided, Sign Backer W (& H) may not exceed 110% of Sign W (& H)



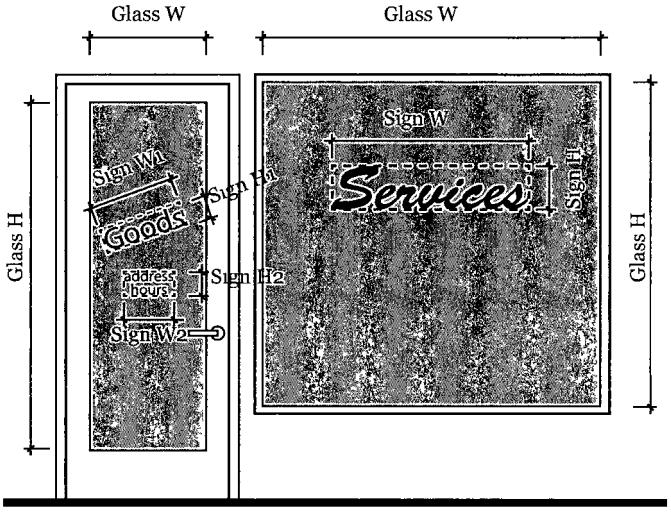
Allowable sign s f = Sign W x Sign H

Blade Sign



Allowable plaque s f = Plaque W x Plaque H

Wall Plaque



Window
$$\frac{\text{Sign W x Sign H}}{\text{Glass W x Glass H}} = 20\% \text{ max}$$

Door
$$\frac{(\text{Sign W1 x Sign H1})+(\text{Sign W2 x Sign H2})}{(\text{Glass W x Glass H})} = 40\% \text{ max}$$

Window/door-mounted sign

Note The NCC (or its designated Subcommittee), at its sole discretion, may require the Owner to remove temporary or permanent signage or temporary displays of merchandise, if it is found to be offensive, misleading, not aesthetic or generally, a downgrading of the public view of experience from the public right-of-way, or if it is not in compliance with these design guidelines



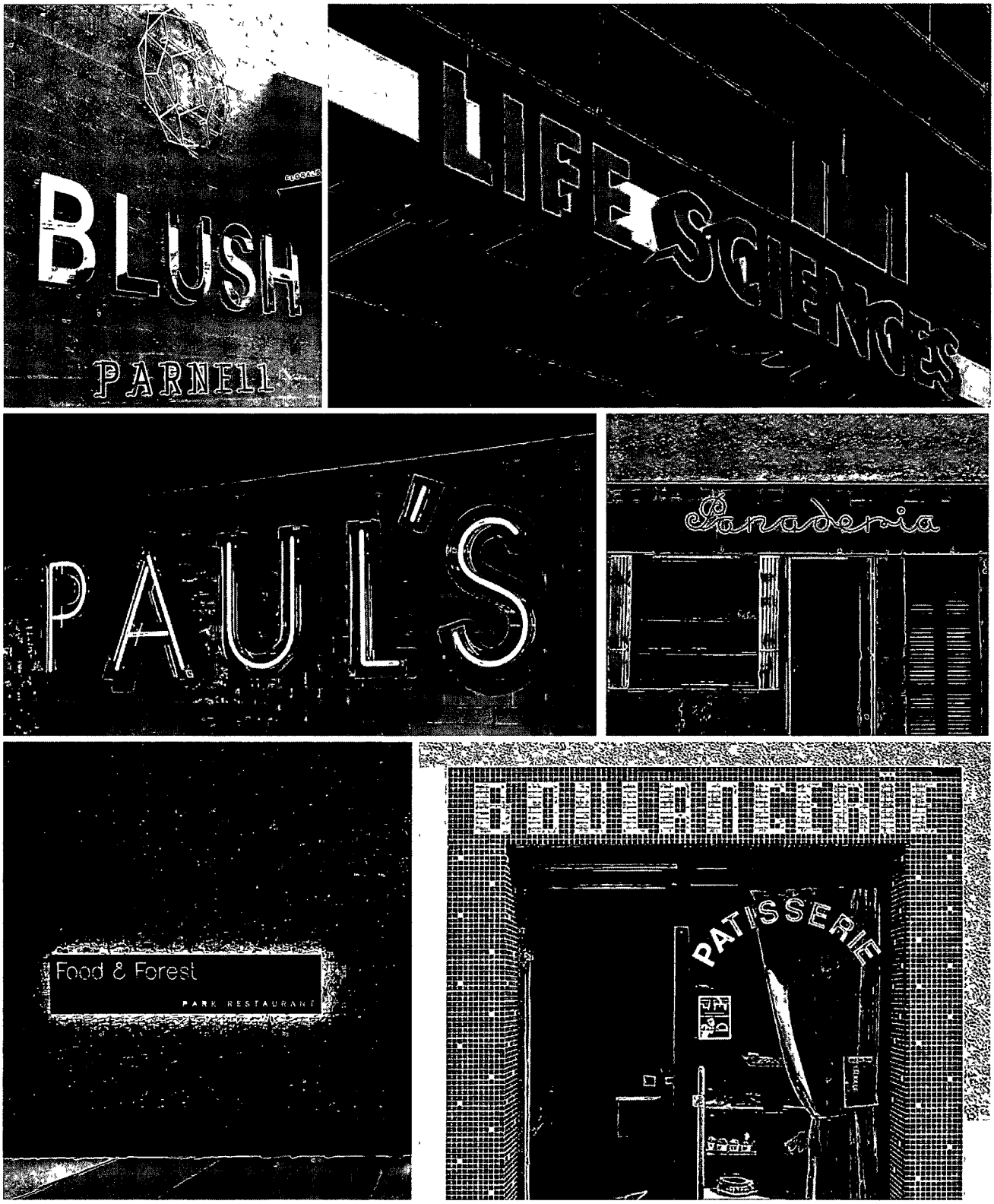
WALL-MOUNTED SIGNS

Encouraged:

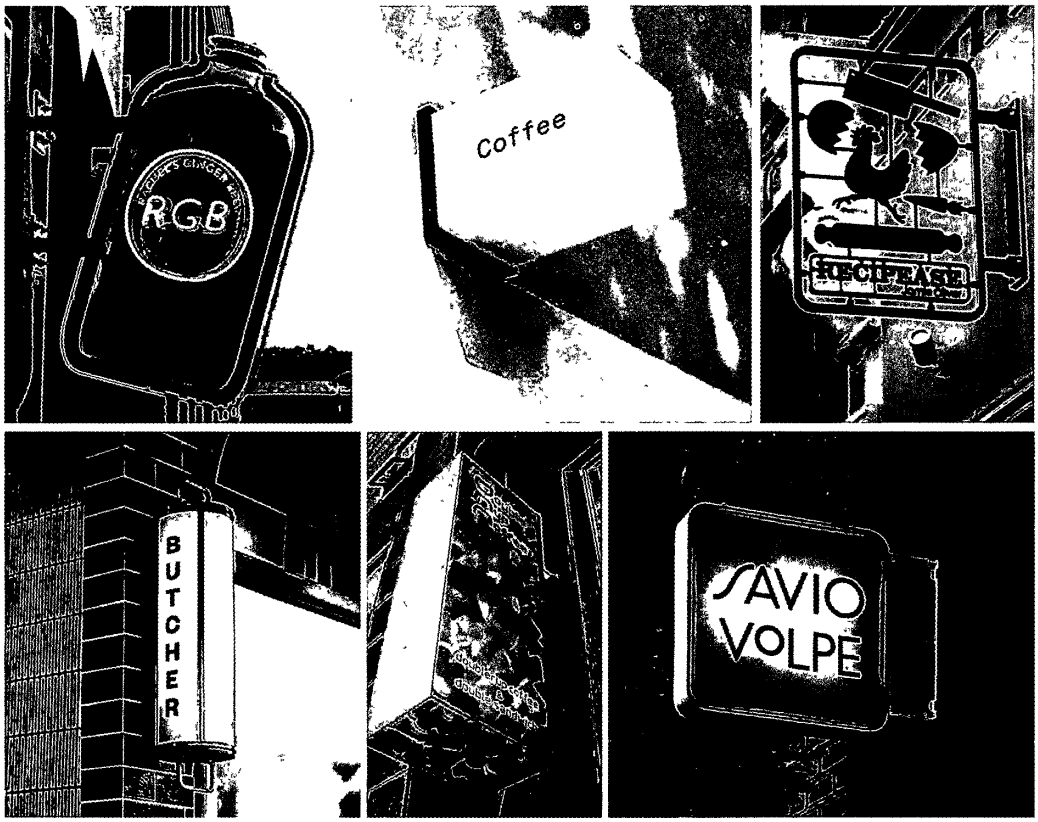
- Sign mounted at least 8'-0" and no more than 16'-0" above sidewalk.
- Front face of sign shall not project more than 6" from face of building.
- Prevailing letter height 8" to 12" tall
- Content shall be limited to business logo and/or name of the business.
- High quality materials - painted and polished metals, finished woods, glass and translucent materials, highly durable plastics
- Thoughtful lighting illuminated, neon, halo
- Signage to be conceived as an integral part of the storefront design
- Signage to be held back from adjacent tenant lease line min. 4'-0".
- Signage to be fabricated and installed by signage fabrication company.

Discouraged:

- Electronic signs, flashing or face-illuminated signs
- Permanent advertising or promotional signage
- Noise producing signs
- Internally lit plastic box signs


BLUSH
PARNELL
LEE SCIENCES
PAUL'S
Panaderia
Food & Forest
PARK RESTAURANT
BOULANGERIE
PATISSERIE

Encouraged



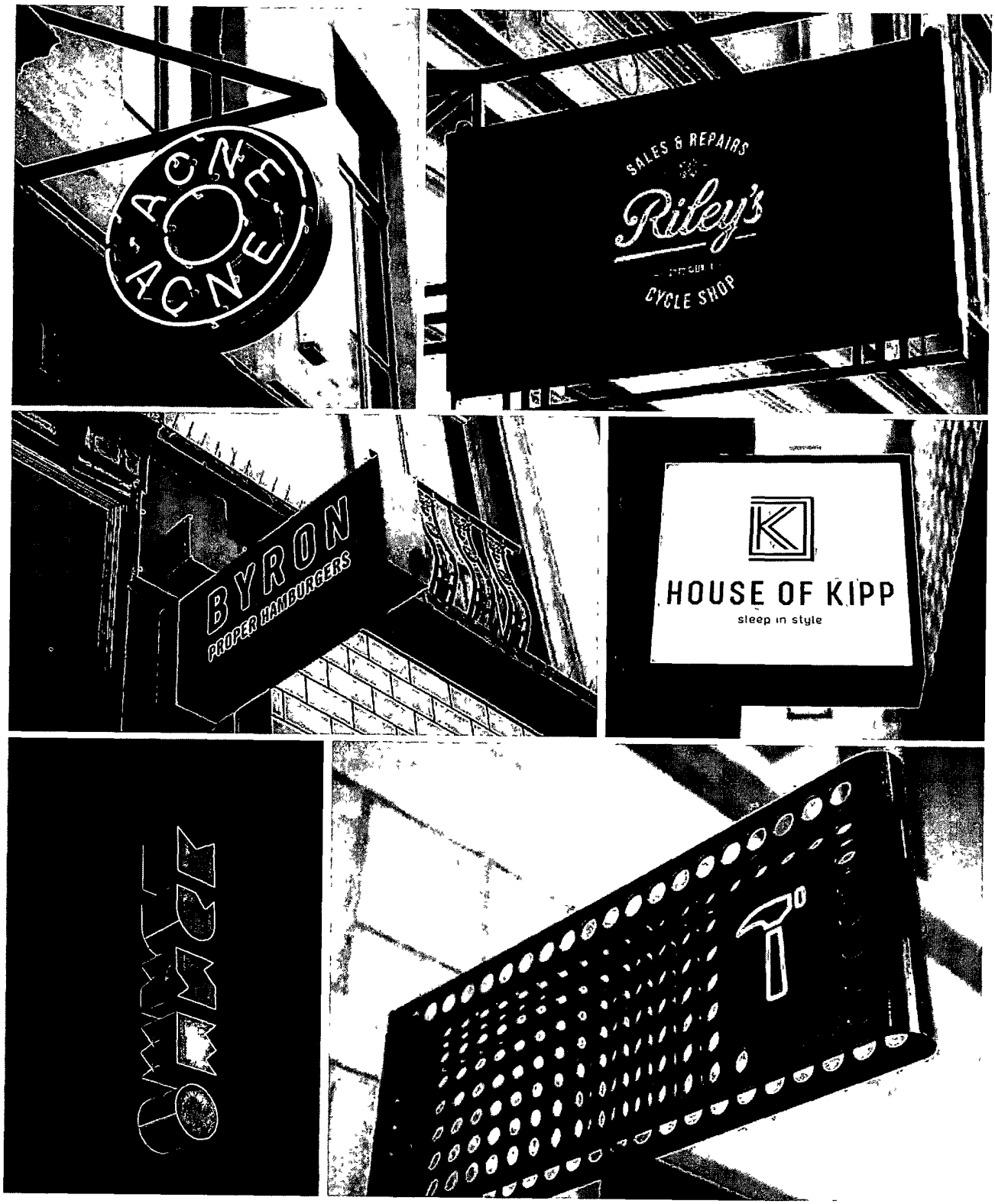
BLADE SIGNS

Encouraged:

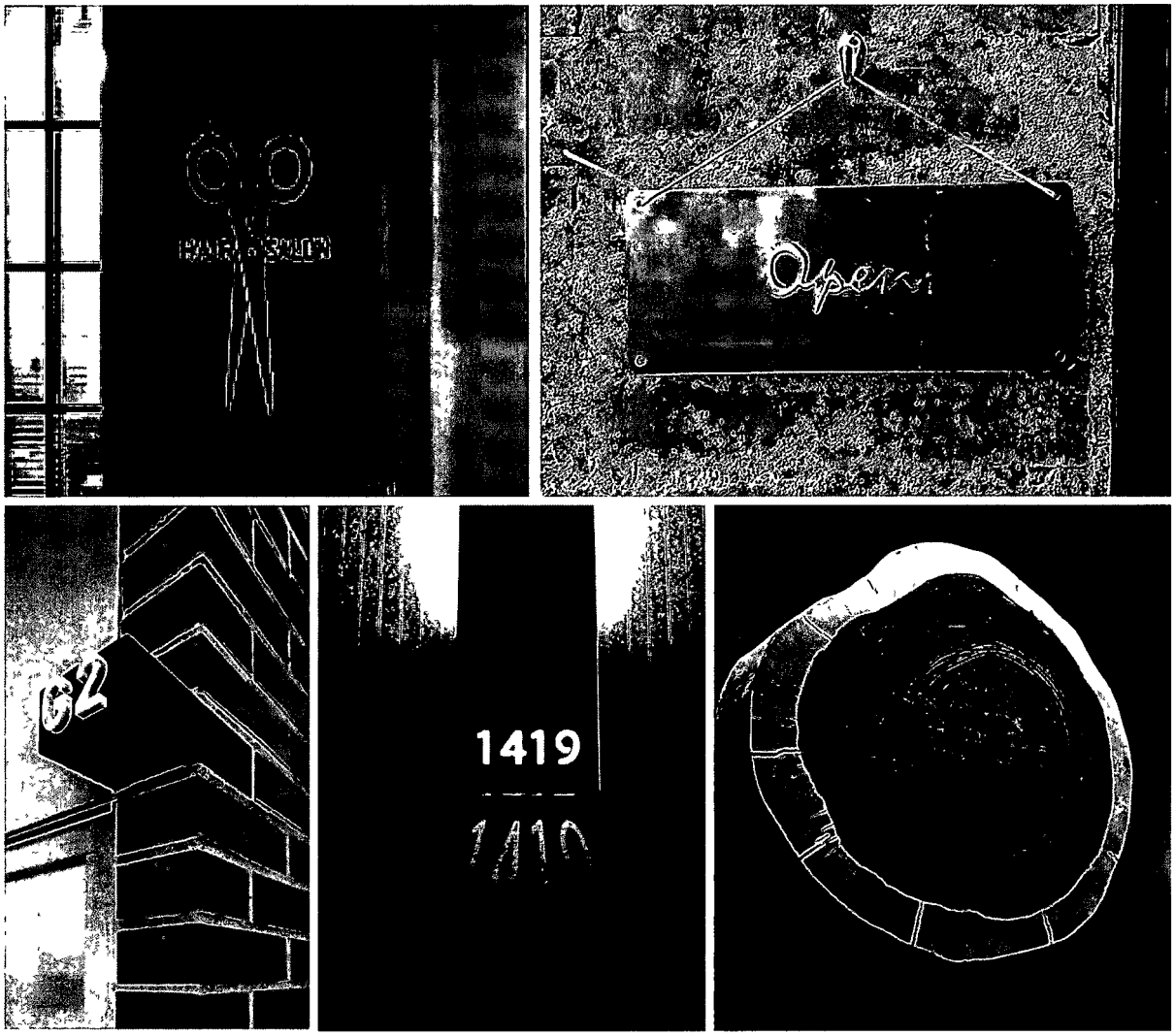
- Sign mounted at least 8'-0" and no more than 16'-0" above sidewalk
- Front face of sign shall not project over property line, unless approved by NCC and City of Austin.
- Signage placement to consider neighboring tenants and ensure that signs are spaced min. 15'-0" apart.
- Content shall be limited to business logo, name of the business, principal product or service offered and/or iconographic shapes that describe the business.
- High quality materials - painted and polished metals, finished woods, glass and translucent materials, highly durable plastics
- Signage to be conceived as an integral part of the storefront design - may be affixed to underside of awning or building face/column.
- Signage to be fabricated and installed by signage fabrication company.

Discouraged:

- Electronic signs, flashing or face-illuminated signs
- Permanent advertising or promotional signage
- Noise producing signs


ACNE
ACNE
SALES & REPAIRS
Riley's
CYCLE SHOP
BYRON
PROPER HAMBURGERS
HOUSE OF KIPP
sleep in style

Encouraged



WALL-MOUNTED PLAQUES

Encouraged:

- Sign mounted at least 4'-0" and no more than 8'-0" above sidewalk
- Front face of sign shall not project more than 3" from face of wall.
- Content shall be limited to business logo, name of the business, principal product or service offered and/or iconographic shapes that describe the business
- High quality materials - painted and polished metals, finished woods, glass and translucent materials, highly durable plastics
- Signage to be fabricated and installed by signage fabrication company.

Discouraged:

- Electronic signs, flashing or face-illuminated signs
- Permanent advertising or promotional signage
- Noise producing signs



WINDOW AND DOOR-MOUNTED SIGNS

Encouraged:

- Hand-painted lettering or graphics applied by a professional signage company
- Content shall be limited to business logo, name of the business, address of the business, principal product or service offered, days of operation, phone number and/or website address Simple graphic patterns and iconography that reinforces tenant's brand Must comply with size limits and be approved by NCC or its designated Subcommittee

Discouraged:

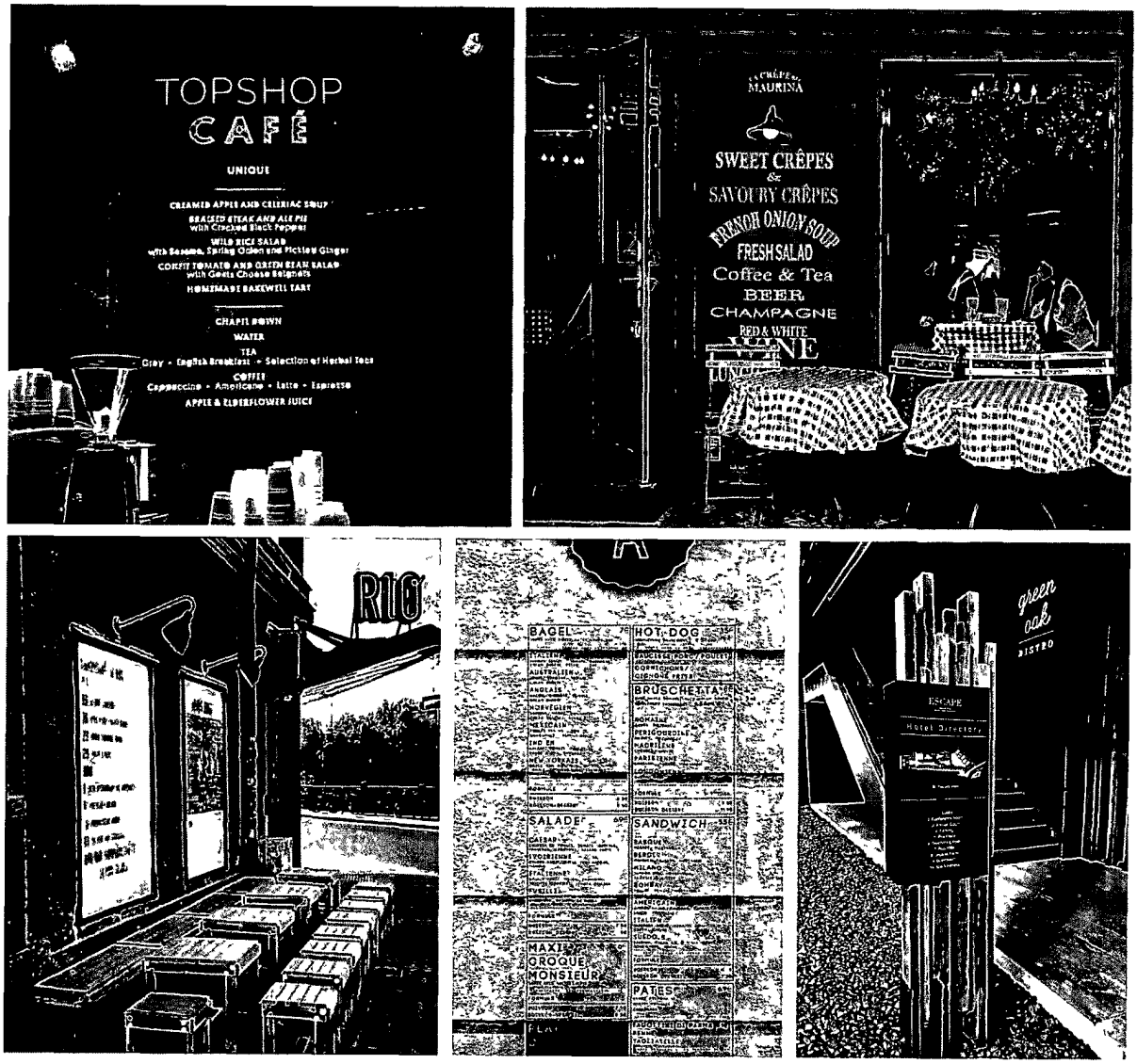
- Vinyl lettering or graphics, except for temporary installations



3D SIGNS

Encouraged:

- Kinetic, dynamic and iconographic signs that reinforces tenant's brand - must be proportional to storefront and be approved by NCC.



SIGNAGE - EXTERIOR MENU BOARD

Encouraged:

- Integrated lighting
- Ability to customize for specials
- Integrated into overall storefront and patio design
- Digital display screens must be approved by NCC

Discouraged:

- Free-standing menu sign
- Backlit or self-illuminated signage



TEMPORARY SIGNS OR BANNERS

Temporary Banners may be permitted to allow businesses to advertise for limited time periods (e g., for a grand opening or a special event), provided that the signage is movable and does not include sales promotions or impede pedestrian circulation or access These temporary signs must be approved at least one week prior to their temporary installation and removed per the approved timeline. Failure to remove the banner or temporary sign may result in a fine

The following standards apply:

- Banners shall be sized appropriately and must remain within the boundary of the Business storefront.
- Temporary placement of banners is allowed if mounted at the level of the building's second floor or no higher than 15 feet above the side-walk level, whichever is less.
- Banners shall be professionally-fabricated.



SANDWICH BOARDS

Encouraged:

- One moveable, free-standing "sandwich board" will be permitted per business, provided that it does not exceed four feet in height and does not exceed nine square feet in area per face. Sandwich board signage does not count toward the maximum signage allowed.
- Sandwich Boards may only be set within the property – not in a common lot, the public right-of-way, or on the public sidewalk.
- Sandwich Boards may only be displayed during business hours, and must be stored so as not viewable from public rights-of-way during non-business hours, i.e., removed from the outdoors at the close of the business.
- Hand-written words and graphics
- "Blackboard" or "whiteboard" surface that allows for easy changing of information

Prohibited:

- Electronic signs, flashing or rear-lit canned signs



ENTRANCE ACTIVATION ZONE

- The Activation Zone is the area immediately adjacent to the entry within which temporary merchandising can be placed to enhance the patron and pedestrian experience.
- Temporary or moveable elements in the Activation Zone shall comply with Landlord criteria that has been approved by the NCC Outdoor street front merchandising must be approved by the building Landlord Permanent elements require NCC approval.

Encouraged:

- Art
- Interactive window displays
- Temporary retail displays - outdoors during business hours only, not stored in public view during off-hours, limited to 8' tall and a total volume of 400 cubic feet

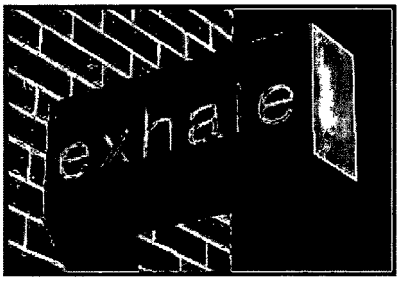
Discouraged:

- Moveable railings









APPENDIX F2

SIGNAGE AND DISPLAY GUIDELINES FOR MIXED-USE, COMMERCIAL AND SHOP HOUSE BUILDINGS

MUELLER

AUSTIN TEXAS

REVISED MARCH 2018

Disclaimer:

These Signage Guidelines are envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances As such, it is anticipated that over the life of the community, the guidelines herein will be refined, waived or amended to incorporate new conditions, special opportunities and/or circumstances

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied, with respect to this manual

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Building Identity Signs 4

Blade Signs 6

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Window and Door-Mounted Signs 12

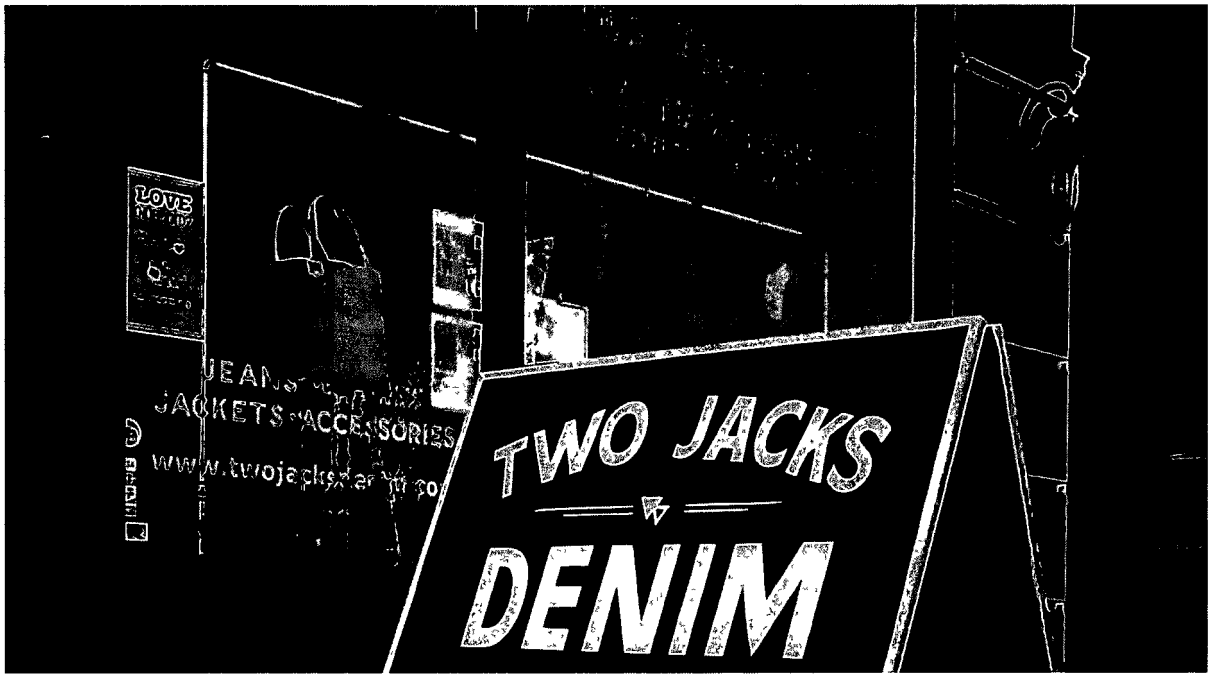
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RXM
NEW
YORK
PIZZERIA


LOVE
JACKETS
TWO JACKS
DENIM

INTRODUCTION & PURPOSE

This document provides owners of ground-level street front businesses within mixed-use, commercial and shop house buildings with design guidelines for signage and displays, that are oriented to and visible from public rights-of-way and public open spaces The guidelines govern buildings located in Mueller's neighborhoods and portions of the Town Center not subject to the Signage and Storefront Guidelines for the Aldrich Street District (Appendix F1). These guidelines do not govern buildings in Mueller's Market District or the Regional Retail Center, which are set forth in Appendix F3 The goal of the guidelines is to ensure that signage remains at an appropriate scale with the neighborhood context, that it is durable and well-constructed and that it allows for a level of self expression, creativity and diversity that can contribute to Mueller's unique identity

The guidelines provided in this document are adopted as an integral part of the Mueller Design Book administered by the New Construction Council (NCC), which is responsible for approving all signage. Building owners or tenants need permission from the NCC to attach permanent signs or banners to their buildings For directions on how to file an application for signage, please visit MuellerAustinOnline com. Business owners and/or tenants are also required to obtain approvals from the building's owner or any Property or Home Owners Association prior to any approval from the NCC Building owners applying for overall building identity signs are also required to obtain NCC approval

In addition to these approvals, all signage must be consistent with the City of Austin's Sign Regulations set forth in the Land Development Code (Section 25-10) and Mueller's PUD Ordinance Although many of the sign requirements described herein may meet the City's eligibility criteria for exemptions from an installation permit, it is the responsibility of each owner or tenant to ensure that their proposed signage is consistent with the City's standards and that any required City permits are obtained This document and any approval provided by the NCC do not imply that proposed signage is consistent with the City's ordinance.


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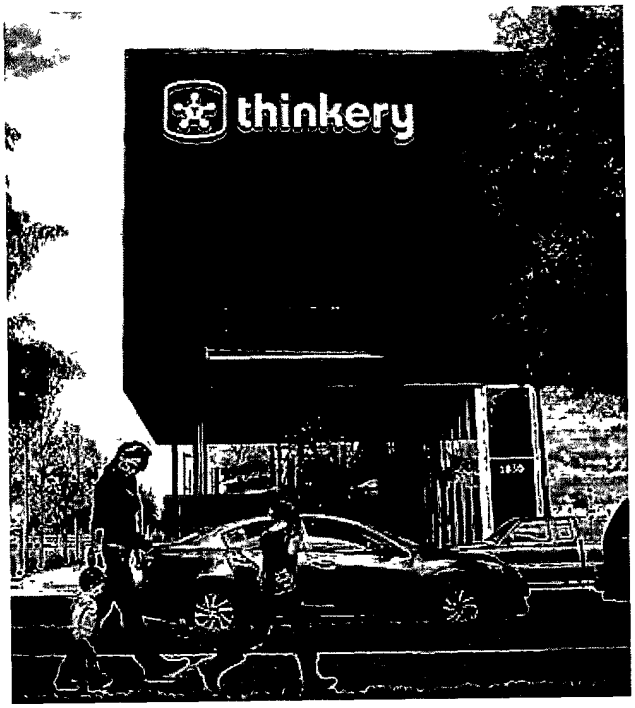
GENERAL

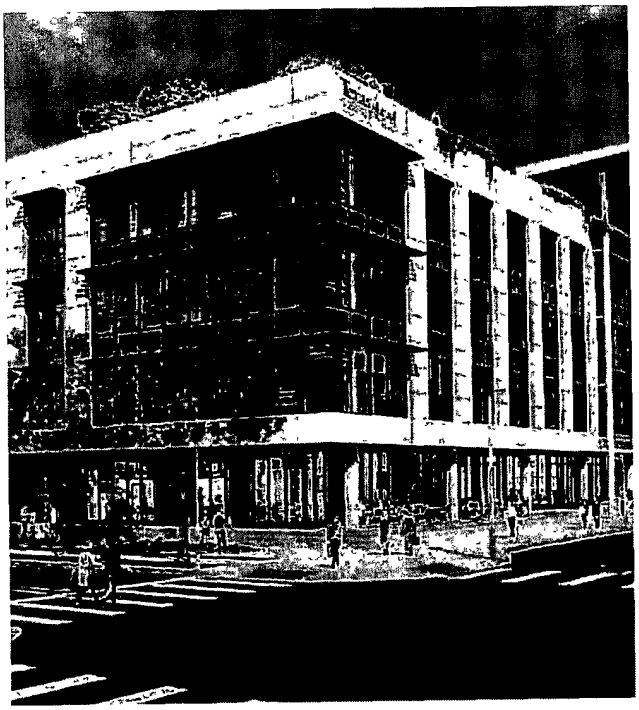
- Building owners, businesses or tenants may install signage only after advance written approval by the Mueller New Construction Council (NCC) or a designated subcommittee such as the Storefront and Signage Committee or the Modifications Committee (MC)
- Signage shall be installed and maintained at Owner's expense.
- Five types of permanent signage are permitted with prior approval: building identity signs, projecting blade signs, wall-mounted signs, wall-mounted plaques, and applied lettering on doors or windows, subject to the guidelines below. Temporary signage may also be permitted, per the guidelines below
- Electronic signs, neon, flashing or rear-lit canned signs are not permitted
- Permanent advertising or promotional signage is not permitted.
- Apart from building identity signs, no permanent signage or banners are allowed on the second or third stories of mixed-use, shop house, or commercial buildings.
- The NCC (or its designated subcommittee), at its sole discretion, may require the Owner to remove temporary or permanent signage or temporary displays of merchandise, if it is found to be offensive, misleading, not esthetic or generally, a downgrading of the public view or experience from the public right-of-way, or if it is not in compliance with these design guidelines.

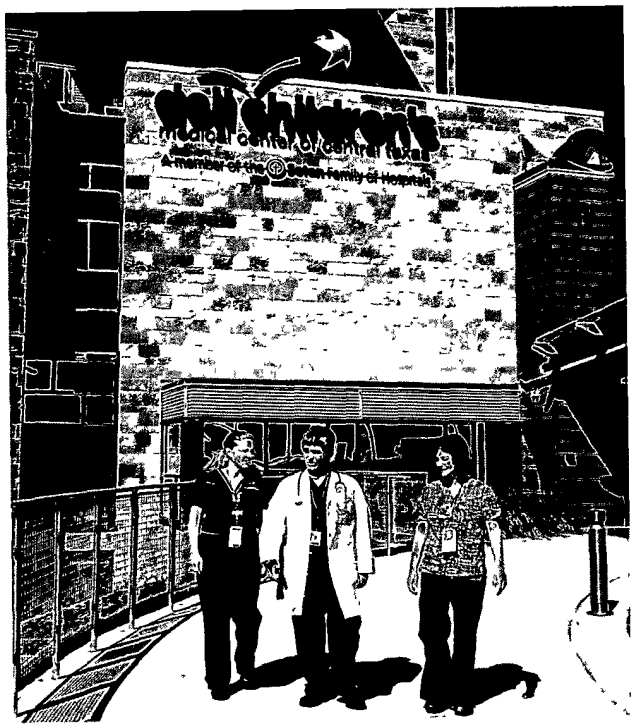
BUILDING IDENTITY SIGNS

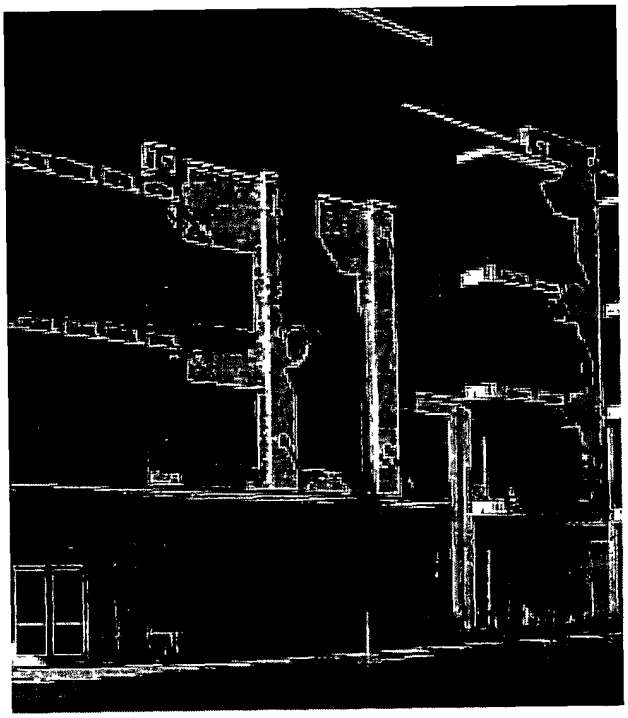
Signage above a building's ground level will be permitted by the NCC to provide overall identity for the building, subject to the following standards.

- A building will be eligible for a parapet sign located on the uppermost floor of the building if the building occupies at least 175 feet of street frontage, and if the building has a commercial or institutional use that requires identity and relies on visitor access.
- Building identity signs for residential apartment or condominium buildings, or for buildings with less than 175 feet of street frontage shall be placed within 30 feet of the ground level.
- Building identity signs must be limited to an established logo or mark that identifies the name of the principal business of the building, it may not include any form of advertising or information beyond the business or building name
- The size and shape of the sign must be comfortably in scale with the composition of the building's architecture, façade treatment and fenestration
- The sign must not project more than 12 inches from the building face, and may not project above the parapet of the building
- The sign should be halo illuminated, face illuminated or canned signs are strongly discouraged. Flashing or blinking signs are not permitted.
- Only one company identity sign is allowed per building. One additional sign will be permitted if the building has frontages on more than one street.
- No more than two identity signs are allowed per building.

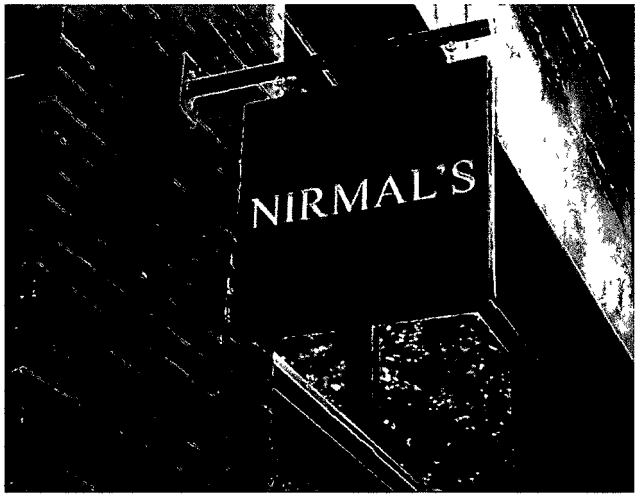

thinkery







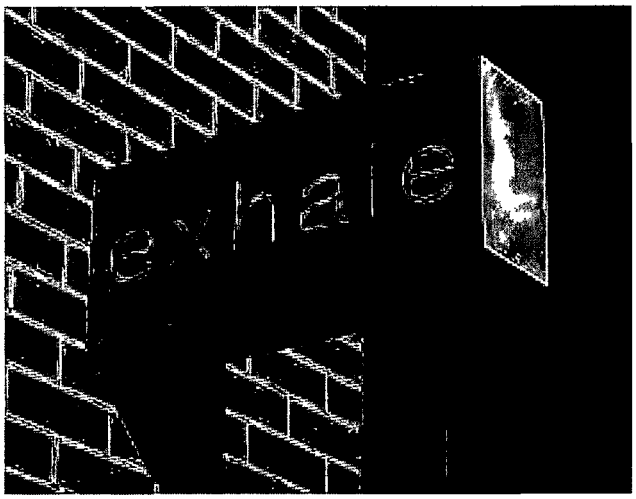


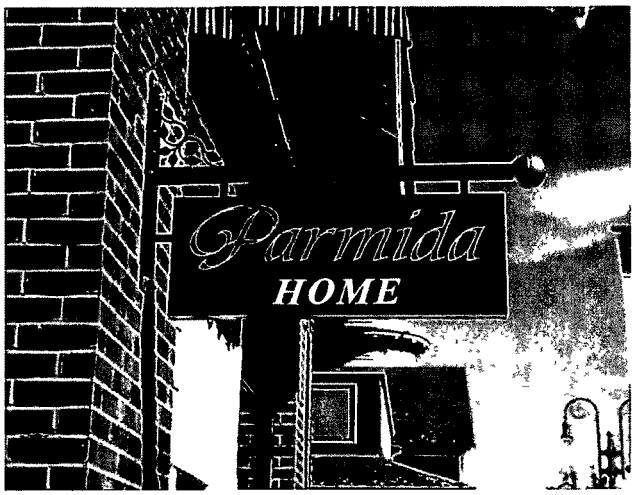


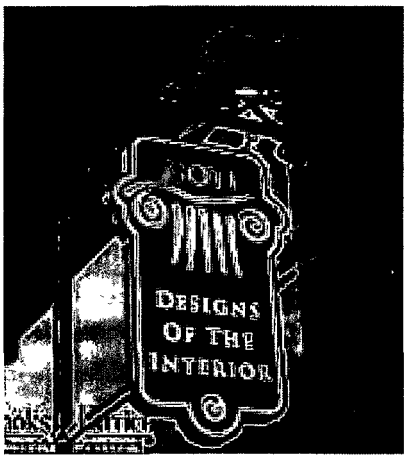
BLADE SIGNS

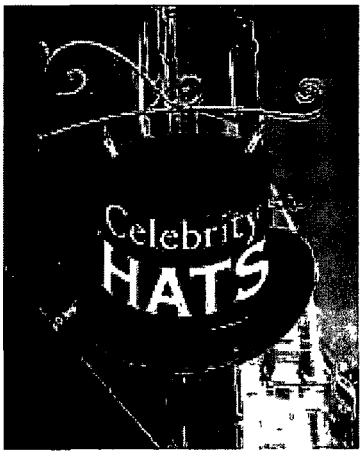
Blade Signs projecting perpendicular from the face of the building shall be pedestrian-scaled and detailed and constructed to be durable and attractive The following standards apply:

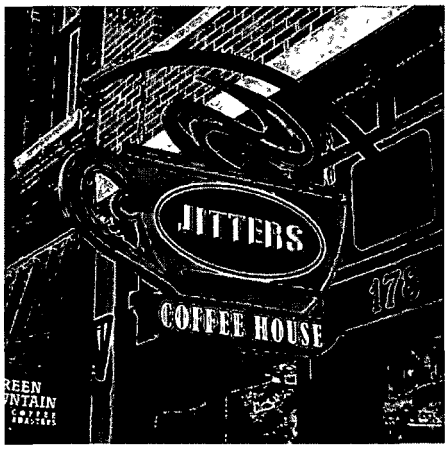
- Signage materials can include painted and polished metals, finished wood, highly durable plastics, glass or translucent materials, subject to NCC approval
- Signage shall be fabricated and installed by a signage company.
- The content of the blade sign shall be limited to a logo, the name of the business and/or the principal product or service being offered (e g , Acme Chiropractors, Williams Wines) In addition, iconographic shapes that describe the nature of the business are also permitted.
- The sign shall be placed no less than eight feet above the immediately adjacent sidewalk level and no more than 16 feet above it for commercial and mixed-use buildings and no more than 14 feet for shop houses
- The sign may be affixed on the underside of an awning, or be attached to the building face or column.
- The sign shall not project beyond the property line of the building into a common lot or into a public right-of-way unless approval is provided by the NCC and/or the City of Austin, as applicable.
- Lighting of the sign is permitted, subject to review and approval by the NCC.



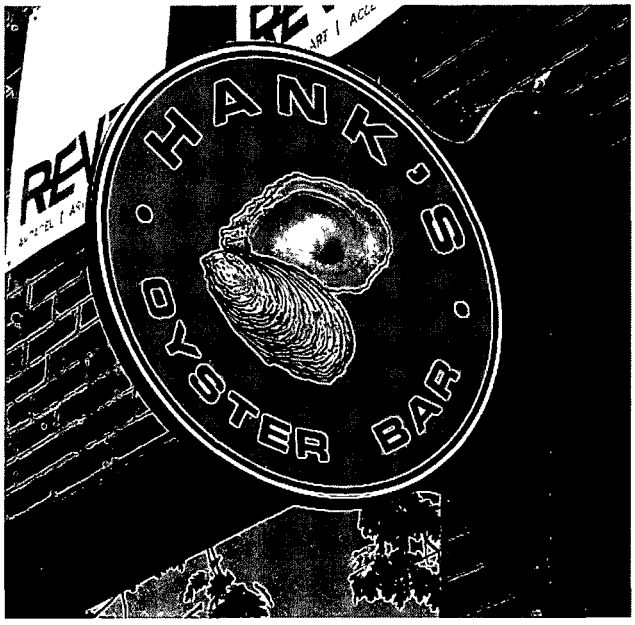

Parmida
HOME

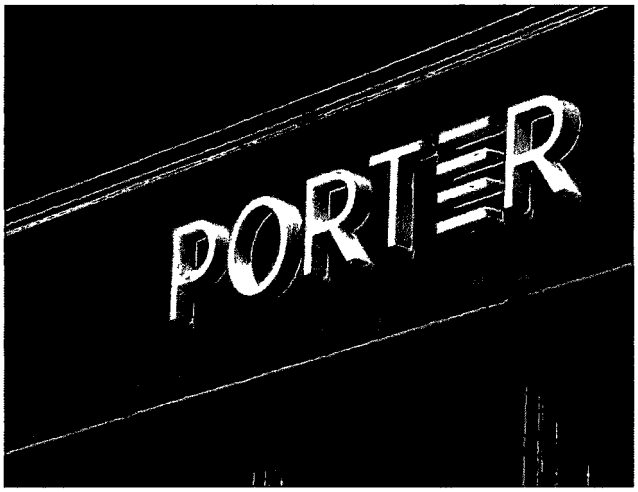

DESIGNS
OF THE
INTERIOR


Celebrity
HATS


JITTERS
COFFEE HOUSE


wink
CUPCAKES


HANK'S
OYSTER BAR





WALL-MOUNTED SIGNS

Wall-mounted signs affixed to the face of the building shall be of a scale and material that is complementary with the building and designed to enhance the pedestrian realm, while providing an appropriate level of visibility and identity to the business. The following standards apply:

- The maximum size of the sign shall not exceed an area of 24 square feet for commercial and mixed-use buildings, and no more than 20 square feet for shop house buildings.
- The sign shall be placed at least eight feet and no more than 16 feet above the level of the sidewalk for commercial and mixed-use buildings and no more than 14 feet for shop house buildings.
- The front face of the sign shall not project more than six inches from the face of the building.
- Prevailing letter height shall be eight to 12 feet tall.
- Lighting or electrification of the sign, if used, should be minimal, neon or halo lighting is preferred. Backlit signage is not permitted.
- The content of the wall-mounted sign shall be limited to a logo and/or the name of the business.

- To promote diversity and a more complimentary relationship with the building architecture, wall-mounted letters are encouraged as an alternative to rectangular wall-mounted signs.
- Signage materials can include metal, wood, glass or highly durable plastics, subject to review and approval by the NCC or Modifications Committee (MC).
- Signage shall be fabricated and installed by a signage fabrication company











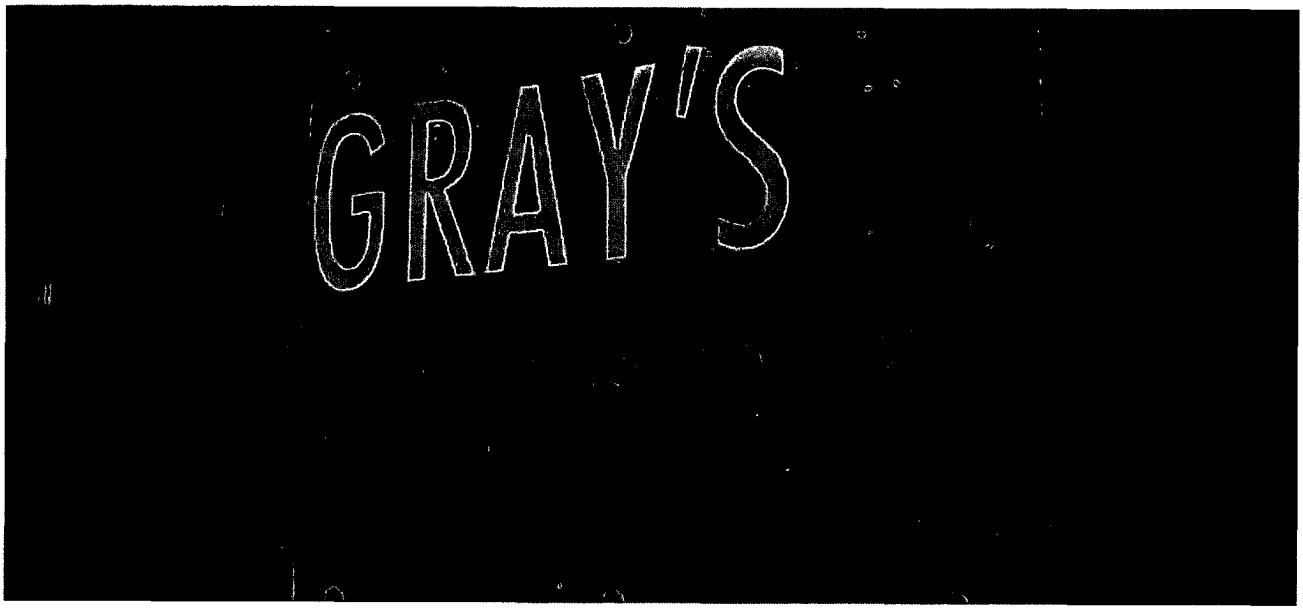
WALL-MOUNTED PLAQUES

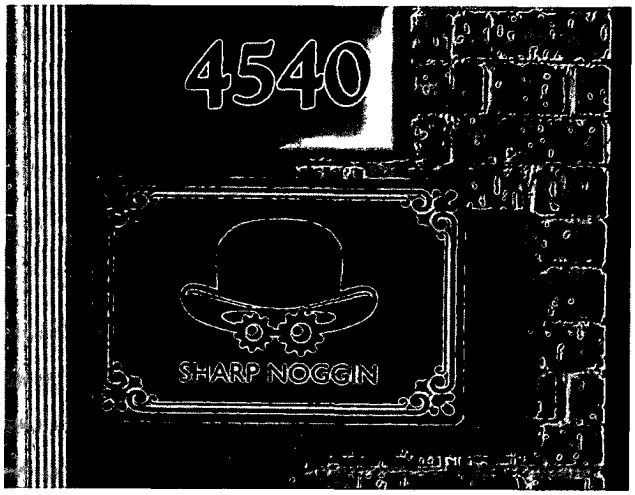
Wall-mounted plaques affixed to the face of the building shall be of a scale and material that is complementary with the building and designed to enhance the pedestrian realm. The following standards apply·

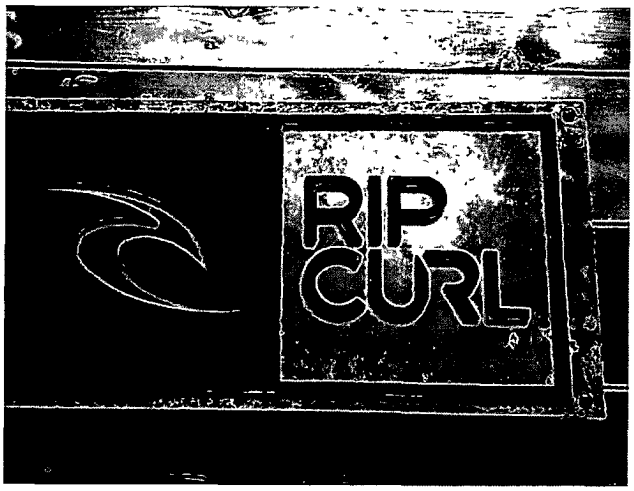
- The maximum size of the plaque shall not exceed three square feet.
- The plaque shall be placed in view of a pedestrian between four and eight feet above the elevation of the sidewalk
- The front face of the plaque shall not project more than three inches from the face of the building.
- The content of the wall-mounted plaque shall be limited to a logo, the name of the business and/or the principal product or service being offered. Lighting or electrification of the plaque is not permitted
- Plaque materials can include metal, wood, glass or highly durable plastics, subject to review and approval by the NCC or Modifications Committee (MC).
- Plaques shall be fabricated and installed by a signage fabrication company


chavez


BARONFIFTH


GRAY'S


4540
SHARP NOGGIN


RIP
CURL



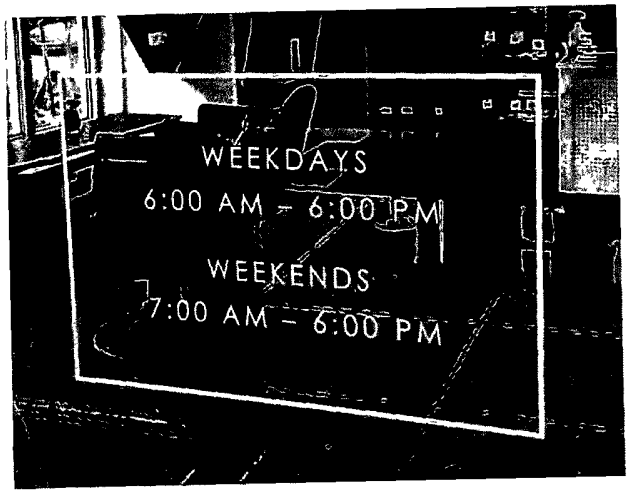


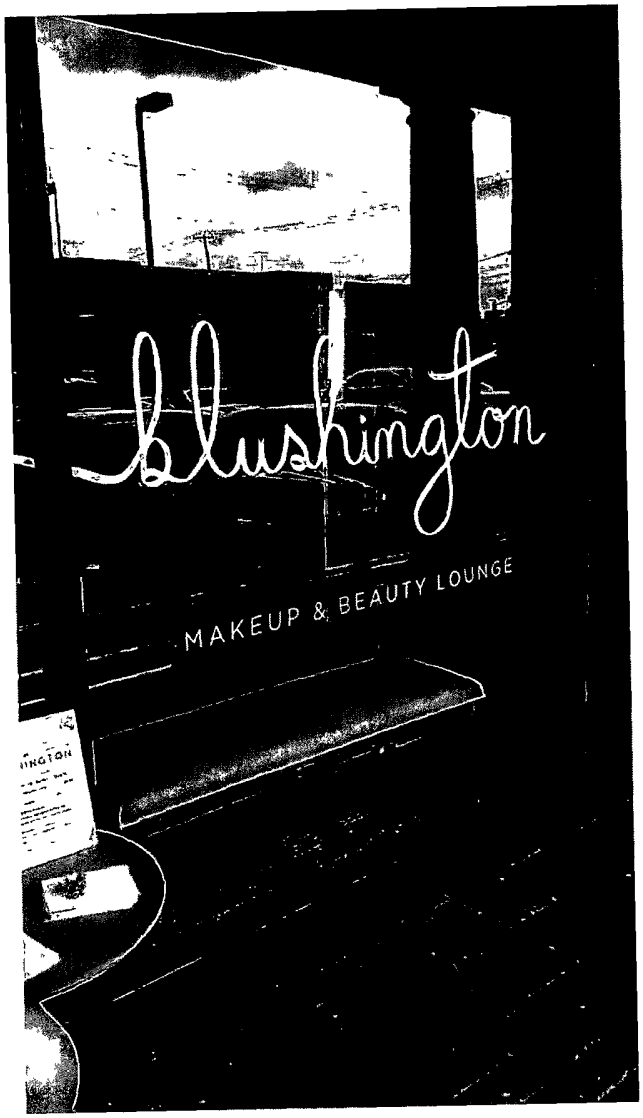
WINDOW AND DOOR-MOUNTED SIGNS

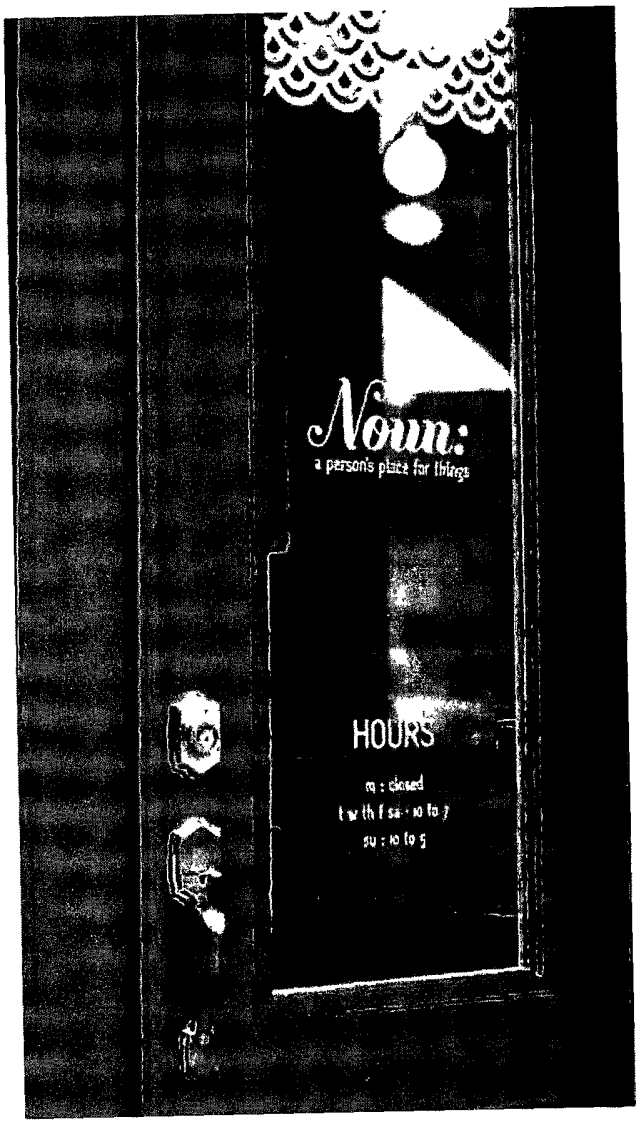
Window and Door-Mounted Graphics and Lettering are permitted, provided that they do not impede the transparency of the storefront The following standards apply

- Hand painted lettering or graphics applied by a professional signage company are preferred.
- Lettering or graphics can include the actual physical address (and suite number or letter, if applicable) the official business logo and name, days and hours of operation, phone number and/or website address
- Lettering or graphics shall be limited to an area not exceeding 40% of the available glass space on the principal entry door, and not exceeding 20% of the storefront window area
- Neon or electrified signs suspended on the shop front windows or doors are not permitted.


FIORENZA
CLASSIC
Flowers


WEEKDAYS
6:00 AM - 6:00 PM
WEEKENDS
7:00 AM - 6:00 PM


blushington
MAKEUP & BEAUTY LOUNGE


Noun:
a person's place for things
HOURS

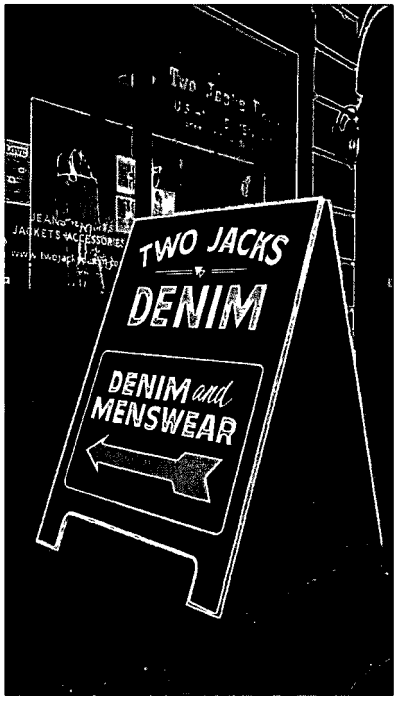


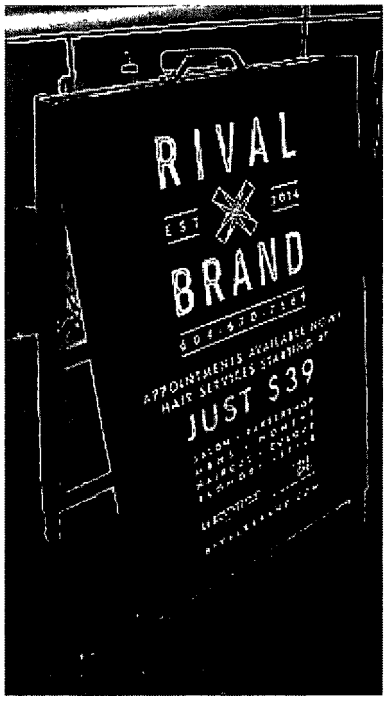
TEMPORARY SIGNS OR BANNERS

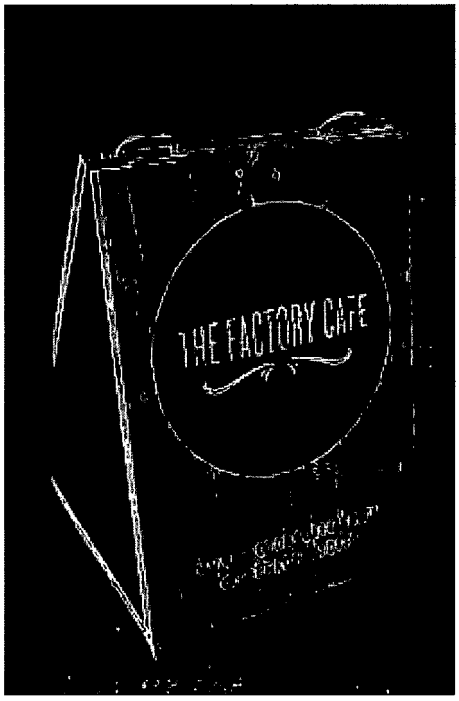
Temporary Banners may be permitted to allow businesses to advertise for limited time periods (e.g., for a grand opening or a special event), provided that the signage is movable and does not include sales promotions or impede pedestrian circulation or access These temporary signs must be approved by Catellus, at least one week prior to their temporary installation, and removed after no more than two weeks Failure to remove the banner or temporary sign may result in a fine

The following standards apply:

- Banners may be a maximum of 18 feet long and 24 inches tall but must remain within the boundary of the Business storefront.
- Temporary placement of banners is allowed if mounted at the level of the floor structure of the building's second floor or no higher than 15 feet above the sidewalk level, whichever is less.
- Banners shall be professionally-fabricated.
- Temporary signs or banners shall be removed after a two-week period.
- Temporary signage of this nature is allowed to be posted no more than once her year and only for events of significance (e.g., Grand Opening, Now Open)



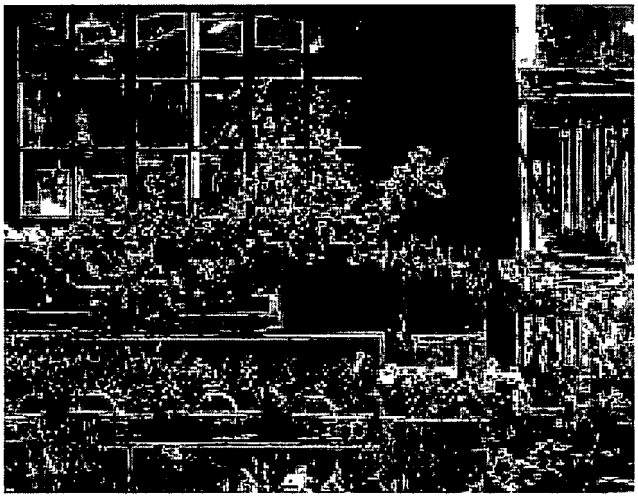




SANDWICH BOARDS

Sandwich Boards, the typically, two-sided, folding A-frame sign panels, may be displayed. These need not be approved by the NCC, and may employ hand-written words and graphics, and may have a "blackboard" or "whiteboard" surface that allows for easy changing of information. The following standards apply:

- One moveable, free-standing "sandwich board" will be permitted per business, provided that it does not exceed four feet in height and does not exceed nine square feet in area per face.
- Sandwich Boards may only be set within the property – not in a common lot, the public right-of-way, or on the public sidewalk
- Sandwich Boards may only be displayed during business hours, and must be stored so as not viewable from public rights-of-way during non-business hours, i.e , removed from the outdoors at the close of the business.



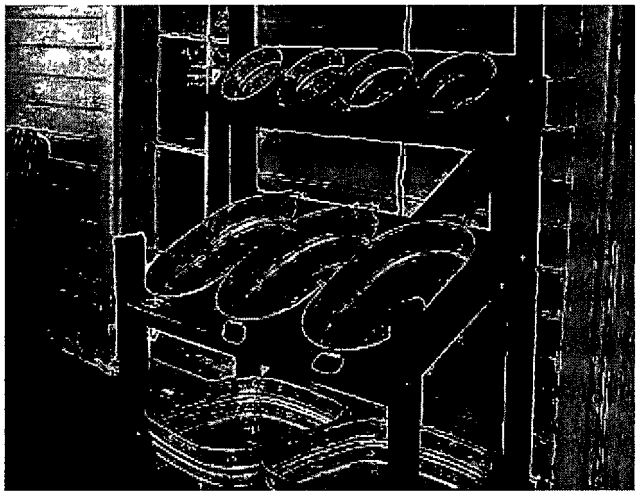


TEMPORARY OUTDOOR DISPLAYS OF MERCHANDISE

Temporary, Outdoor Displays of Merchandise are permitted and do not require NCC approval, so long as these are positioned within the property The following standards apply:

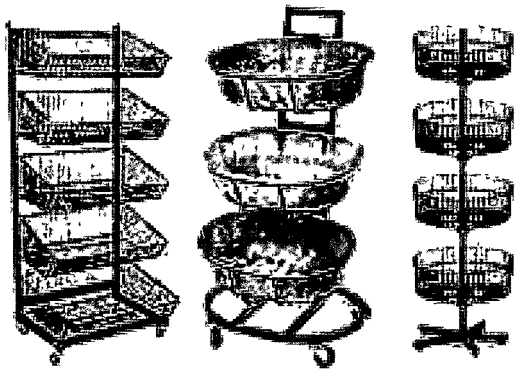
- Such displays may be positioned outdoors during business hours, and must be stored so as not viewable from public rights-of-way during non-business hours, i.e , removed from the outdoors at the close of the business.
- Displays of merchandise, taken together, may not exceed a height of eight feet or a total volume of 400 cubic feet.



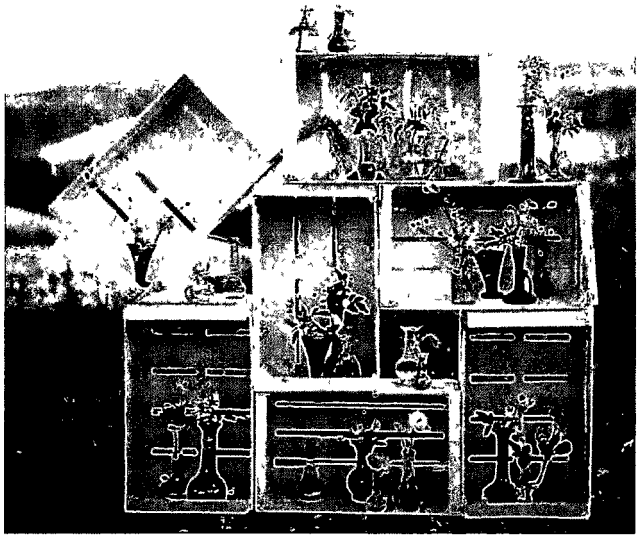


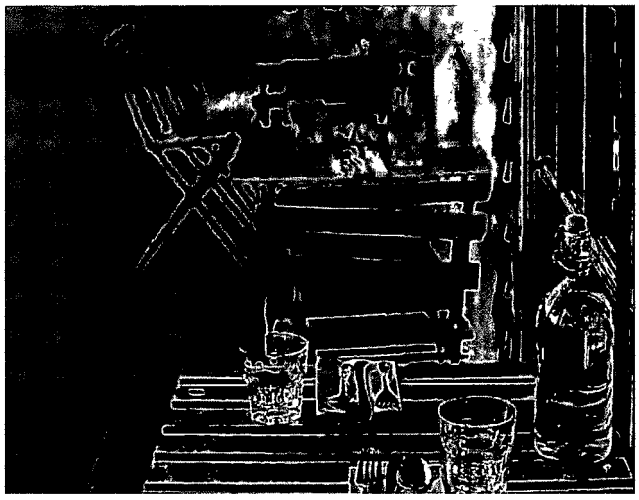


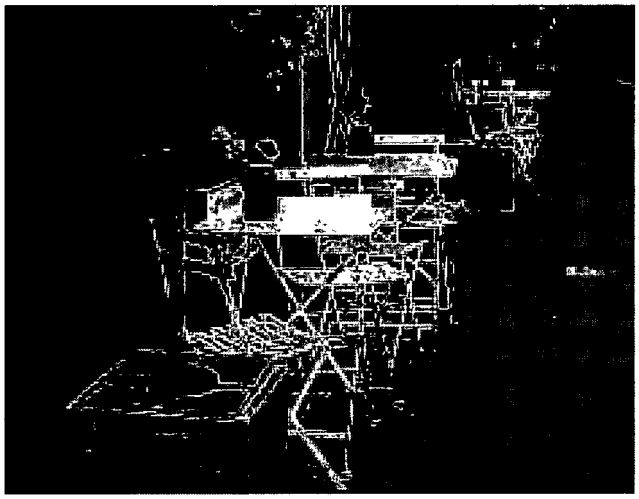

WOLVERINE









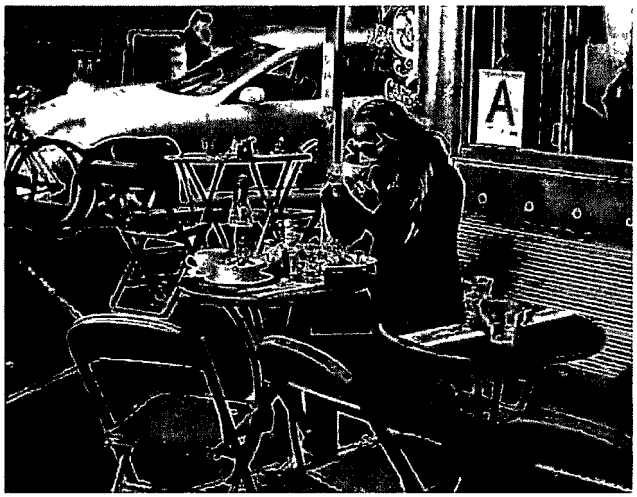


OUTDOOR CAFE SEATING

Outdoor seating and café tables are encouraged for storefront businesses that offer food or drinks for sale to activate the pedestrian environment The following standards shall apply:

- Café tables and chairs must be confined to the property and may not encroach into a common lot or the public right-of- way, unless written authorization is provided by the NCC or the City of Austin as applicable.
- In no case shall café tables or chairs impede pedestrian movement along a public sidewalk.
- Tables and chairs shall be of a high quality suitable for exterior use, with metal, plastic and/or durable and weathering woods All furniture shall be commercial grade and manufactured or constructed for outdoor commercial use.
- Furniture may not be stacked or stored outside during non-business hours
- Small round or square tables shall seat no more than four people, unless otherwise approved by the NCC or MC.
- All tables and chairs shall be movable; none will be permitted to be bolted or affixed to the pavement surface

- Flower boxes or planters may be used to define the boundaries of the café Such barriers shall not encroach into a common lot or the public right-of-way, unless written authorization is provided by the NCC or the City of Austin as applicable.
- All trash, recyclables and compostables generated by the café shall be disposed of by the business in receptacles provided internal to the building or within the café zone. Exterior receptacles shall be removed during non-business hours







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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









APPENDIX F3

MUELLER REGIONAL RETAIL SIGNAGE CRITERIA

MUELLER

AUSTIN TEXAS

REVISED MARCH 2006

Disclaimer:

These Signage Guidelines are envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances As such, it is anticipated that over the life of the community, the guidelines herein will be refined, waived or amended to incorporate new conditions, special opportunities and/or circumstances

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied, with respect to this manual

APPENDIX F3

Mueller Regional Retail Environmental Graphics Signage Criteria

CATELLUS MUELLER fd2s O'BRIEN & ASSOCIATES

©2006 fd2s inc

Date
31 March 2006

PURPOSE

The purpose of the Mueller Regional Retail Sign Criteria is to ensure that signage for the Shopping Center is presented with diversity and creativity while maintaining standards that achieve consistency throughout the project

This Sign Criteria is established for the Shopping Center to provide a coordinated graphics system that communicates information in a distinctive and aesthetically pleasing manner The visual consistency created by the criteria minimizes confusion and promotes an image of quality that unites all of the individual retail establishments

The Sign Criteria establishes minimum standards and maximum sizes that are reasonable and equitable, while providing sufficient flexibility to accommodate the Tenant's need to be recognizable and marketable, to reflect each retail chain tenant's graphic images, and to encourage innovation while preserving the design quality of the development

It is the responsibility of each tenant to submit design drawings of the proposed signage to the Landlord and to the City of Austin for approval prior to the installation of any signage The use of professional environmental graphic designers and professional signage companies to determine design detailing and sign placement is highly encouraged

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MUELLER REGIONAL RETAIL SIGNAGE DESIGN CRITERIA

The attached signage design criteria for the Regional Retail sites at Mueller have been reviewed and approved by the Mueller New Construction Council (NCC), an architectural review committee composed of six design professionals and the Master Developer The role of the NCC is to assure that all new construction at Mueller is consistent with the design standards and quality set forth by the Mueller Design Book The NCC's decisions are final and binding and, as such, may not be appealed

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Project Standards	G0 0
SECTION 1 – SITE SIGNAGE	
ST1 Retail Pylon	G1 0
ST2a Project Entrance Wall with Identification	G2 0
ST2b Project Entrance Wall	G2 1
ST3 Motorist Directional	G3 0
ST7 Tenant Identification Blade	G4 0
ST8 Service Directional	G5 0
SECTION 2 – TENANT FACADE SIGNAGE	
Major Anchor Identification	G6 0
Major Anchor Identification	G7 0
Major Anchor Identification	G8 0
Major Anchor and Shops A Identification	G9 0
Major Anchors, Restaurant and Shops Identification	G10 0
Major Anchors, Restaurant and Shops Identification	G11 0
Restaurant and Shops Identification	G12 0
Restaurant and Shops Identification	G13 0
SECTION 3 – SIGN LOCATION PLAN	
Sign Location Plan	G14 0
SECTION 4 – PLANNED SIGN PROGRAM & DESIGN GUIDELINES FOR TENANT SIGNAGE	
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PROJECT LOGO

COLOR: PMS 179



BLACK AND WHITE/MONOTONE



TYPOGRAPHY: AVAILABLE IN PC OR MAC FORMAT FROM WWW.MYFONTS.COM

ENGRAVERS' GOTHIC REGULAR

AA BB CC DD EE FF GG HH II JJ KK LL MM
NN OO PP QQ RR SS TT UU VV WW XX YY ZZ
0 1 23456789

ITC NEW BASKERVILLE STD ROMAN

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm
Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz
0123456789

COLOR PALETTE

MAIN PROJECT COLORS

PMS 179U (Print and Media only)	PMS 9100 U	PMS Cool Gray 11 U
C 0 | M 79 | Y 100 | K 4	C 0 | M 0 | Y 7 | K1	C 0 | M 2 | Y 0 | K 68

COLORS AS PRINTED HERE ARE APPROXIMATE AND NOT INTENDED FOR MATCHING PLEASE REFER TO ACTUAL PANTONE COLOR CHIPS FOR ACCURATE COLOR MATCHING

Fabrication Documentation
Drawings suggest an overall visual aesthetic Fabricator's fabrication techniques should achieve the same visual intent No visual changes will be acceptable

CATELLUS MUELLER fd2s O'BRIEN & ASSOCIATES

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Page Title / Element Type
Project Standards

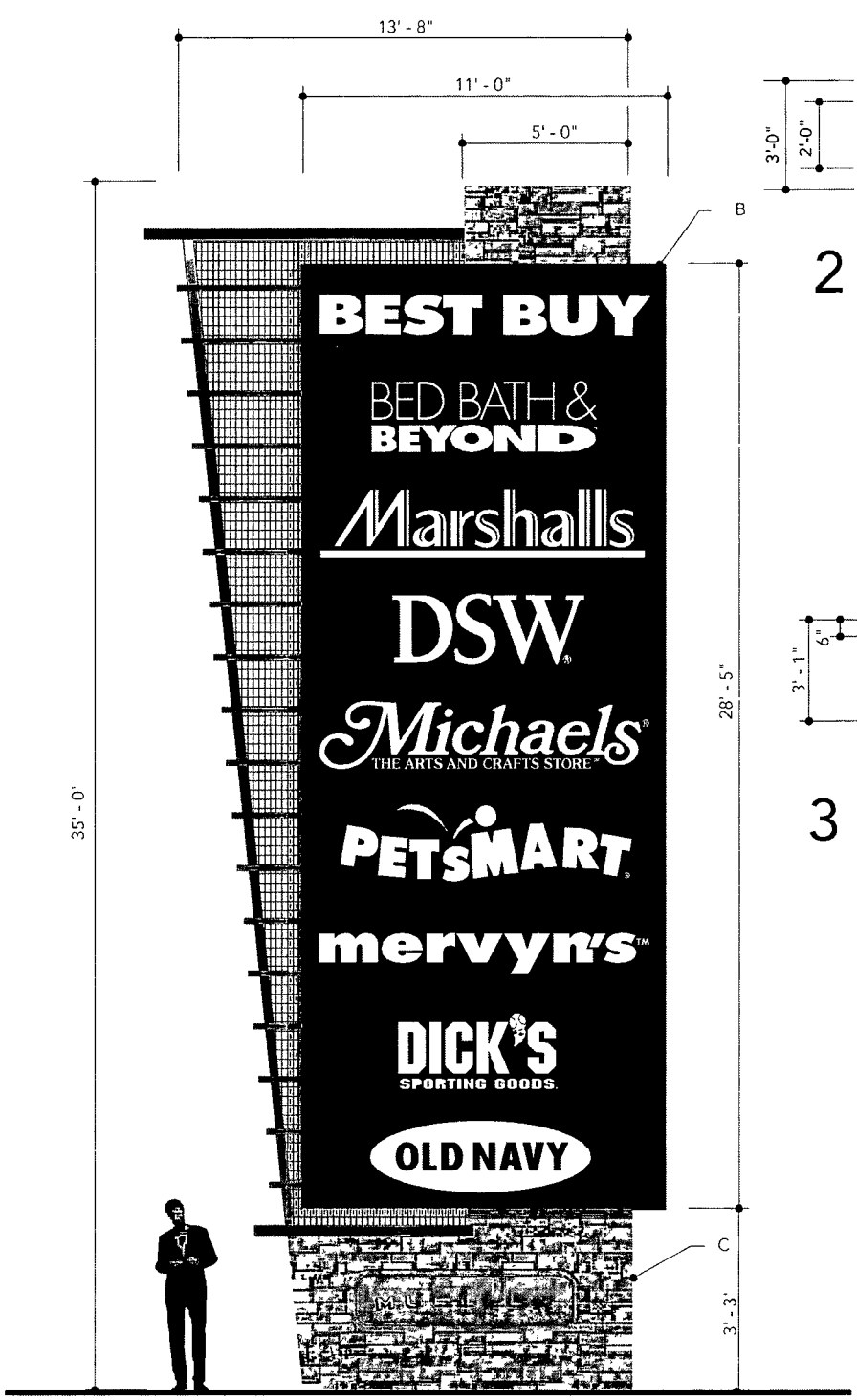
G0.0

Mueller Regional Retail Environmental Graphics Section 1 - Site Signage

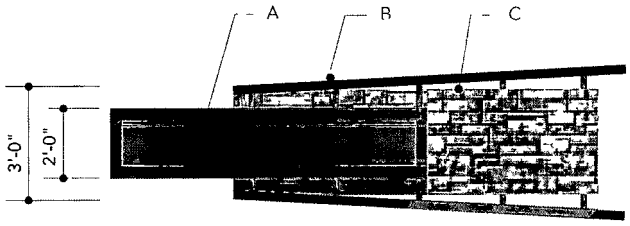
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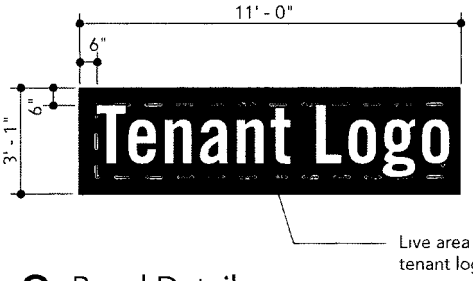
Date
31 March 2006



1 Elevation
scale 3/16"=1'-0"



2 Top View
scale 3/16"=1'-0"



3 Panel Detail
scale 3/16"=1'-0"

NOTES

A Fabricated tube structure with metal mesh and translucent Lexan panel infill. Structure has welded metal tube ribs equally spaced over height of sign unit and corresponding to reveals between tenant sign panels. All metal finishes to match pervasive metal finish in architectural palette (refer to sign specifications). Lexan infill panels are back-illuminated with internal fixtures accessed via panel(s) located on sign cabinet face opposite Interstate 35

B · Digitally printed tenant logotype in Mueller colors on FlexFace (or equal) material over retainer frame, panels to be back-lit with concealed LED units

C · Limestone veneer base with canted leading face and smooth limestone logo panel

Tenant names for illustrative purposes only

Fabrication Documentation
Drawings suggest an overall visual aesthetic. Fabricator's fabrication techniques should achieve the same visual intent. No visual changes will be acceptable

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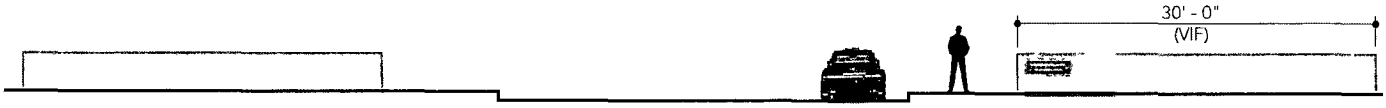
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Page Title / Element Type
ST1
Retail Pylon

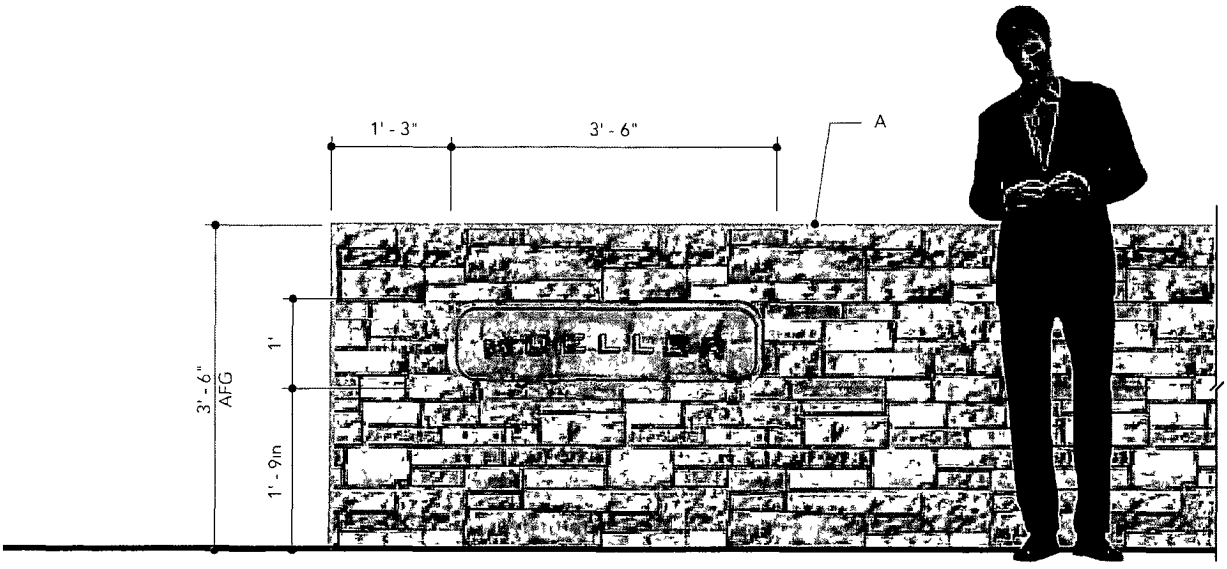
G1.0



1 Entrance Elevation Diagram
scale 1/16" = 1'-0"



2 Entrance Elevation Diagram
scale 1/16" = 1'-0"



3 Elevation
scale 1/2"=1'-0"

NOTES
A · *Limestone veneer wall with smooth limestone logo panel Wall and logo illuminated by ground-mounted fixtures*

Entrance wall design pending approval by landlord

Fabrication Documentation
Drawings suggest an overall visual aesthetic Fabricator's fabrication techniques should achieve the same visual intent No visual changes will be acceptable

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Page Title / Element Type
ST2a
Project Entrance Wall with Identification

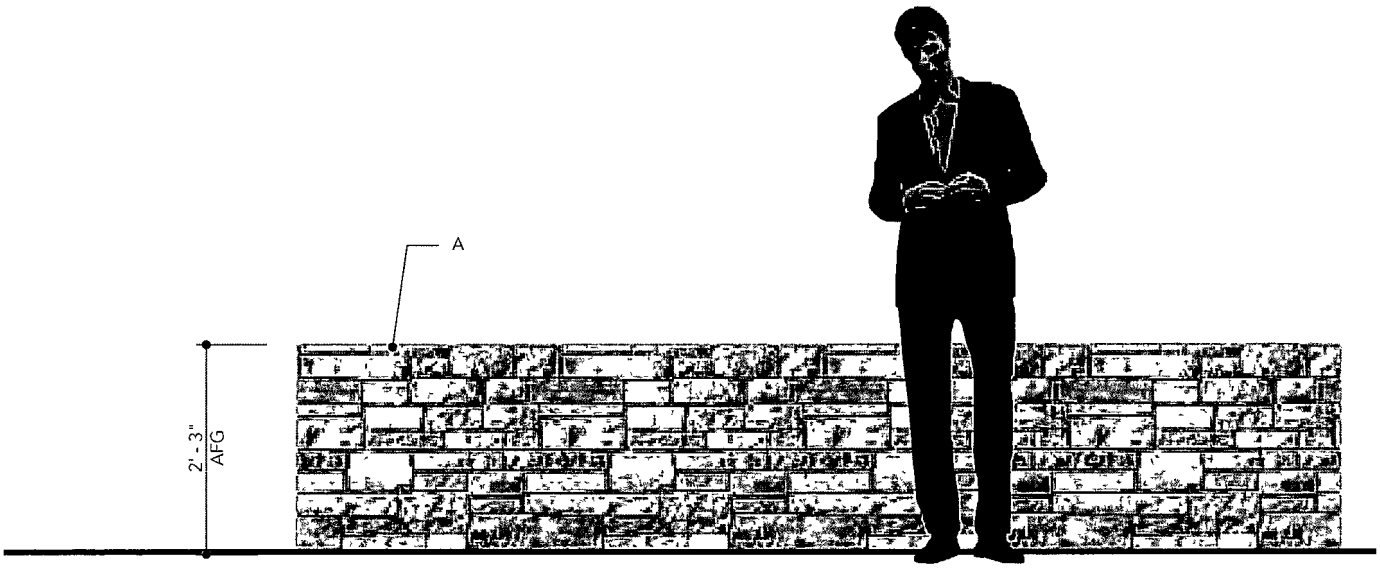
G2.0



1 Entrance Elevation Diagram
scale 1/16" = 1' – 0"



2 Entrance Elevation Diagram
scale 3/32" = 1' – 0"



3 Elevation
scale 1/2"=1'– 0"

NOTES
A Limestone veneer wall illuminated by ground-mounted fixtures

Entrance wall design pending approval by landlord

Fabrication Documentation
Drawings suggest an overall visual aesthetic. Fabricator's fabrication techniques should achieve the same visual intent. No visual changes will be acceptable

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Page Title / Element Type
ST2b
Project Entrance Wall

G2.1

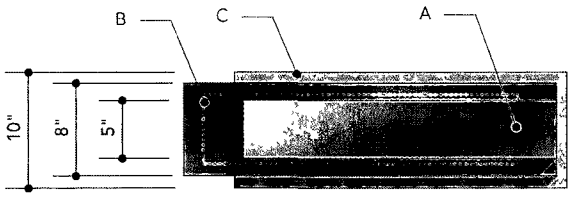
NOTES

A Fabricated aluminum channel frame with metal mesh (refer to sign specifications), and translucent Lexan panel infill

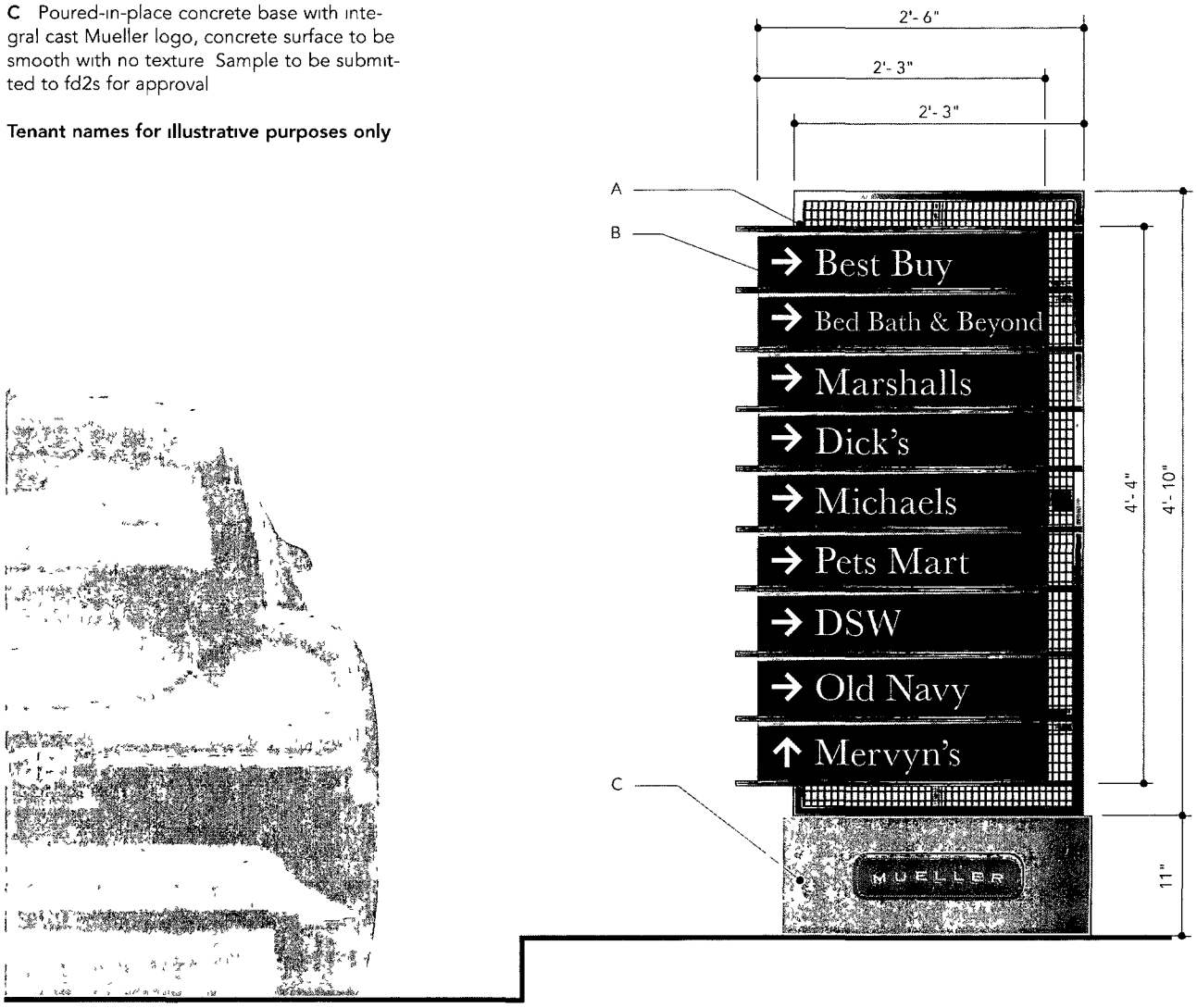
B Painted aluminum panel with computer cut reflective vinyl type in project font, ITC New Baskerville

C Poured-in-place concrete base with integral cast Mueller logo, concrete surface to be smooth with no texture Sample to be submitted to fd2s for approval

Tenant names for illustrative purposes only



2 Top View
scale 1"=1'-0"



1 Elevation
scale 3/4"=1'-0"

Fabrication Documentation
Drawings suggest an overall visual aesthetic Fabricator's fabrication techniques should achieve the same visual intent No visual changes will be acceptable

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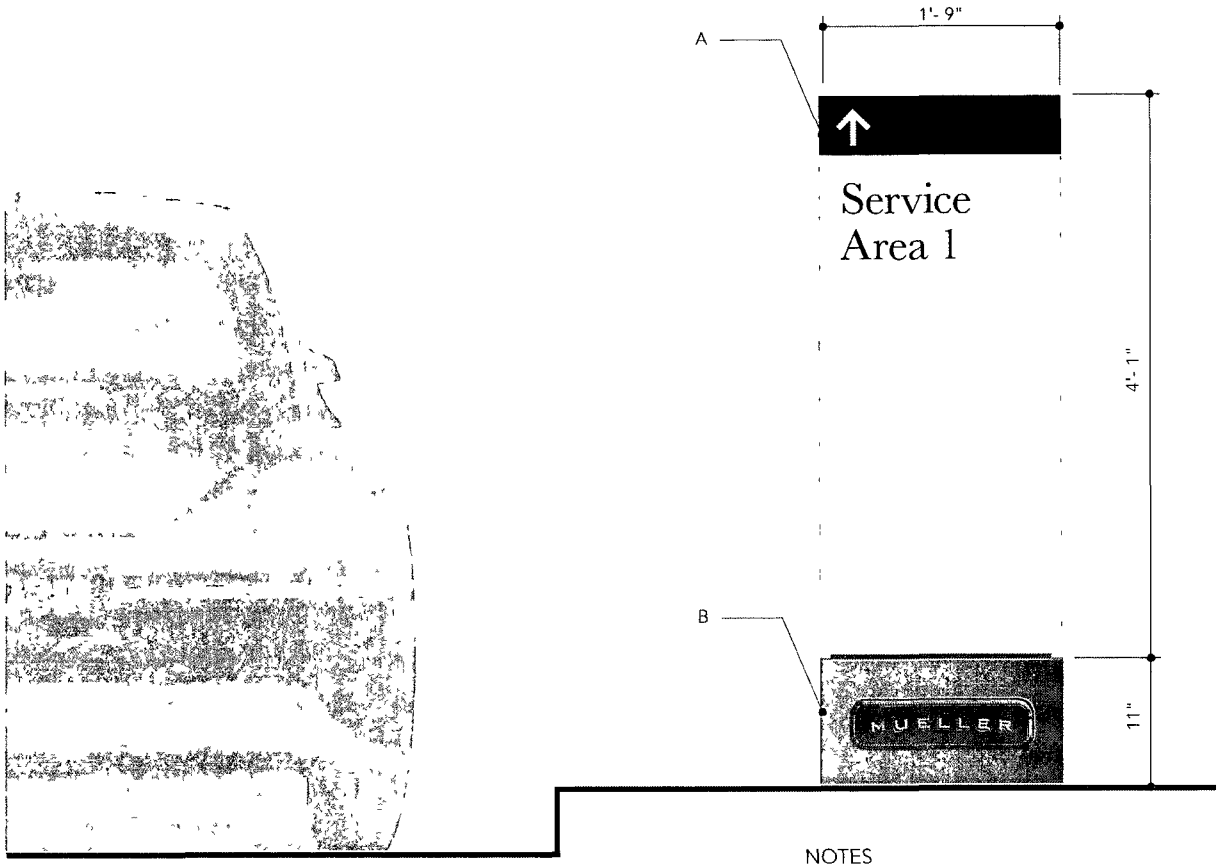
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Page Title / Element Type
ST3
Motorist Directional

G3.0



2 Top View
scale 3/4"=1'-0"



1 Elevation
scale 3/4"=1'-0"

NOTES

A · Fabricated painted aluminum cabinet with die-cut vinyl graphics and text, cabinet to receive 1/2" thick reveal divider

B Poured-in-place concrete base with integral cast Mueller logo, concrete surface to be smooth with no texture Sample to be submited to fd2s for approval

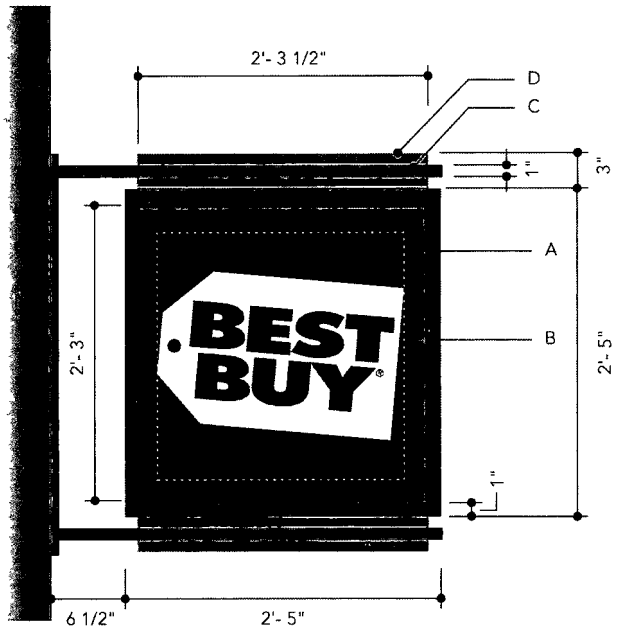
Fabrication Documentation
Drawings suggest an overall visual aesthetic Fabricator's fabrication techniques should achieve the same visual intent No visual changes will be acceptable

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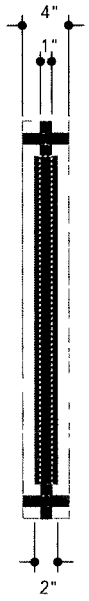
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Service Directional

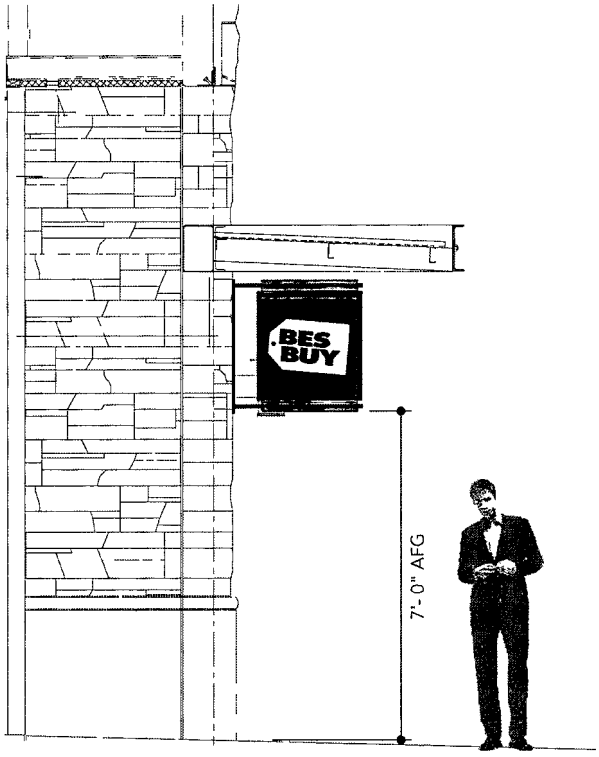
G4.0



2 Front View
scale 3/4"=1'-0"



3 End View
scale 3/4"=1'-0"



1 Mounting Elevation
scale 1/4"=1'-0"

NOTES

A Fabricated aluminum 1" x 2" channel frame, finish to match pervasive metal in architecture palette (refer to specifications)

B Double sided aluminum panel insert painted to match PMS 179U with applied die-cut vinyl tenant logo to match PMS 9100 applied on both faces

C Steel support bracket secured to wall with concealed fasteners, finish to match PMS Cool Gray 11U

D Aluminum fins on top and bottom mechanically attached to bracket, finish to match pervasive metal finish in architectural palette (refer to specifications)

For consistency, all blade signs will be fabricated by a single vendor Tier 2, 3 & 4 tenants should contact **SignTech International** (Bob Strobeck 512-494-0002) to order this sign type

Fabrication Documentation
Drawings suggest an overall visual aesthetic Fabricator's fabrication techniques should achieve the same visual intent No visual changes will be acceptable

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Page Title / Element Type
ST7
Tenant Identification Blade

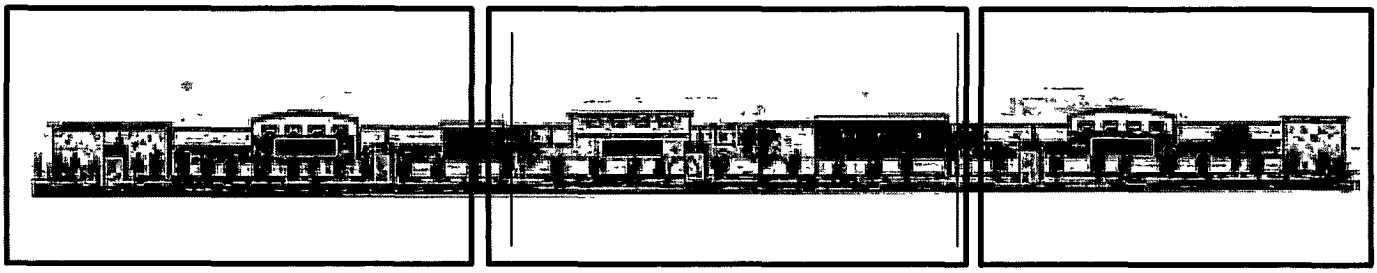
G5.0

Mueller Regional Retail Environmental Graphics Section 2 - Tenant Facade Signage

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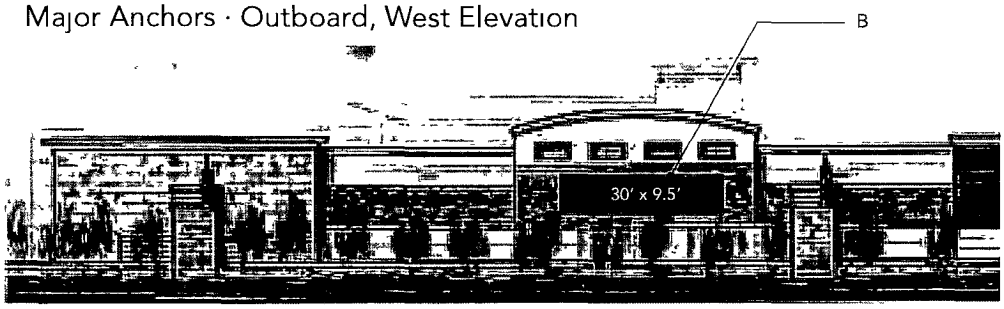
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Date
12 January 2006

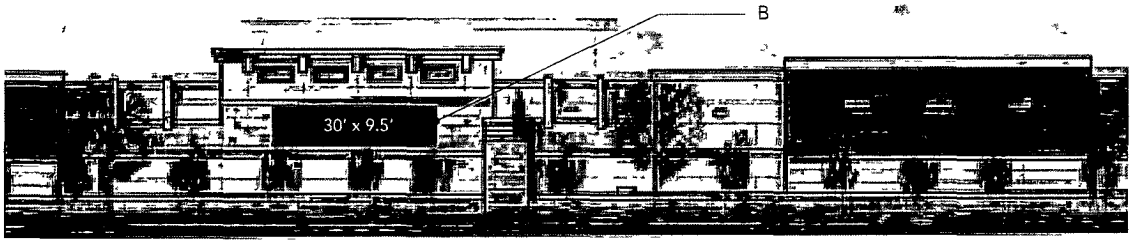


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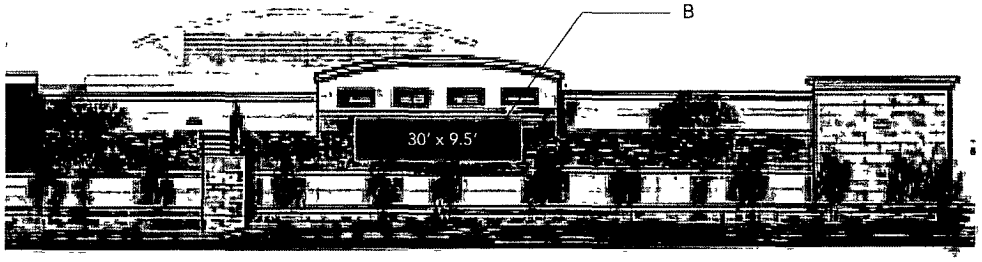
Major Anchors · Outboard, West Elevation



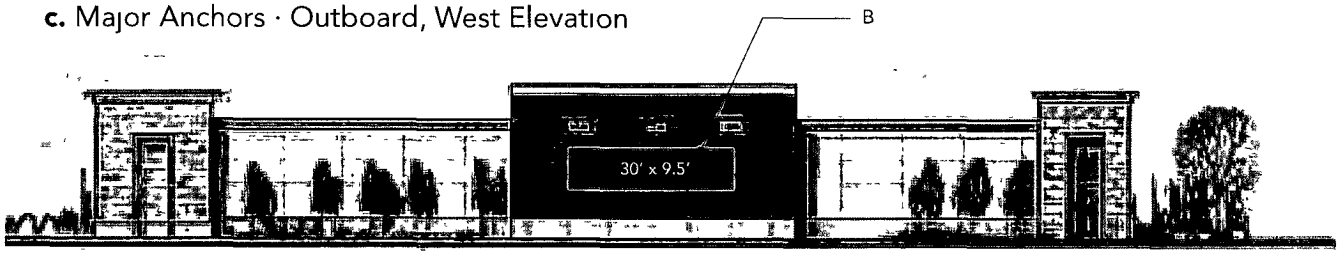
a. Major Anchor · Outboard, West Elevation



b. Major Anchor · Outboard, West Elevation



c. Major Anchors · Outboard, West Elevation



Major Anchor · Outboard, South Elevation

NOTES

B Individually mounted fabricated metal letterforms halo-illuminated letterforms paint to match Pantone Cool Gray 11

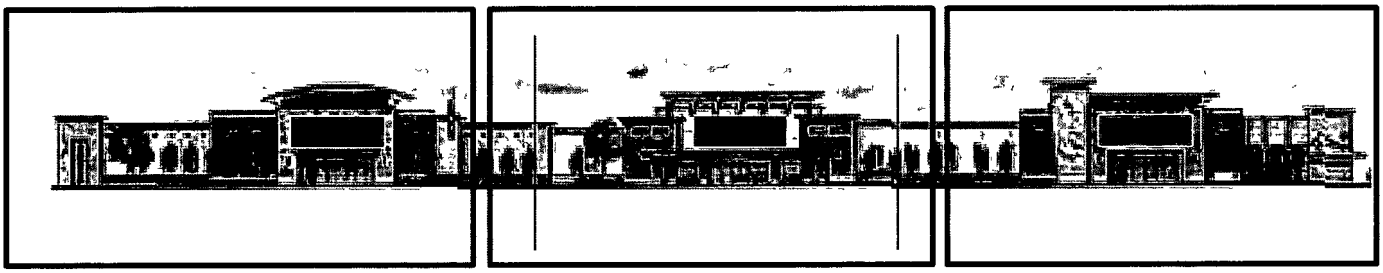
Fields denote maximum area tenant sign can occupy, field is centered horizontally on facade

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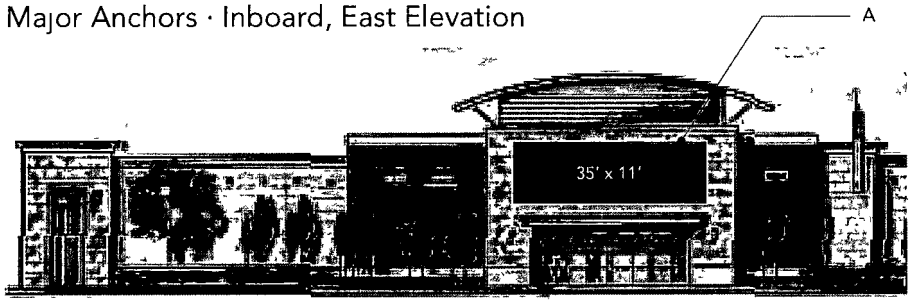
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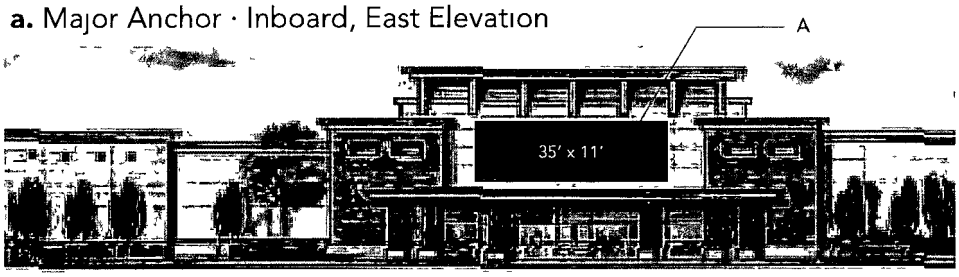


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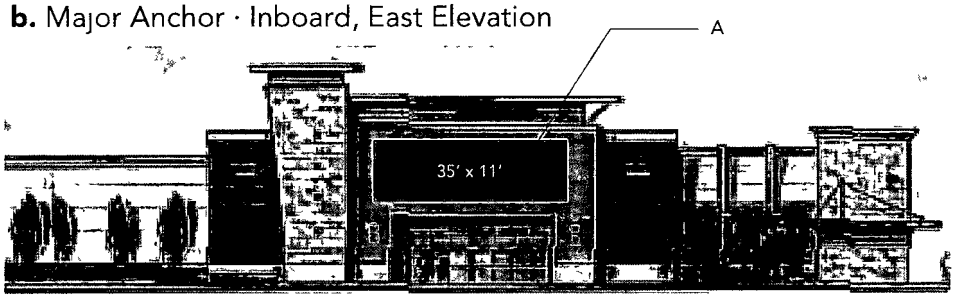
Major Anchors · Inboard, East Elevation



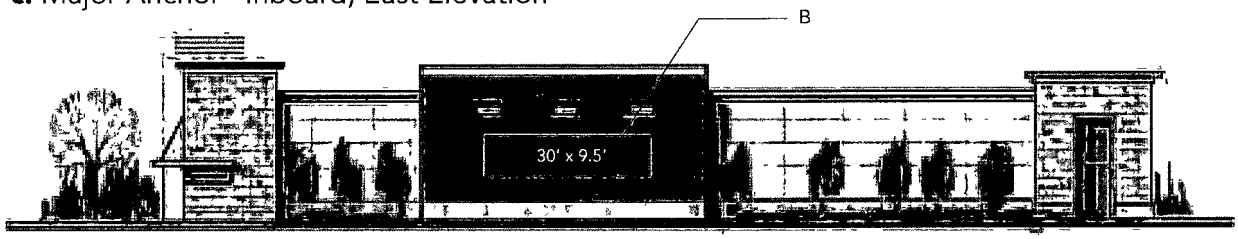
a. Major Anchor · Inboard, East Elevation



b. Major Anchor · Inboard, East Elevation



c. Major Anchor · Inboard, East Elevation



Major Anchor · Outboard, North Elevation

NOTES

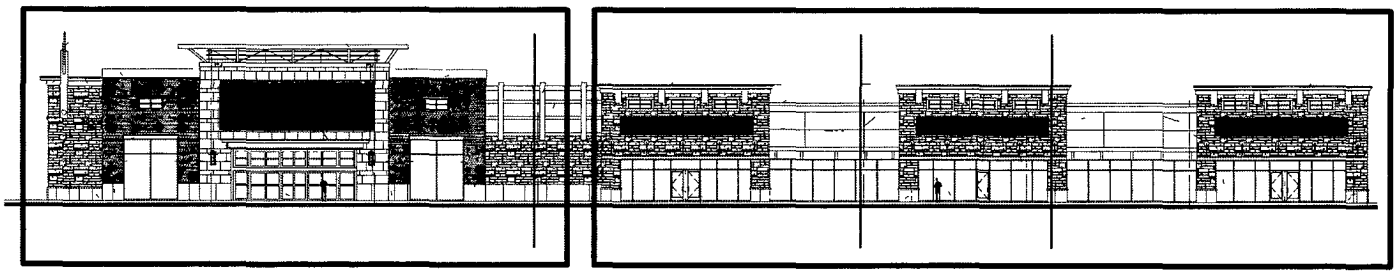
A Individually mounted fabricated metal letterforms face-illuminated, color of letterforms are per tenant's corporate standards

B Individually mounted fabricated metal letterforms halo-illuminated, letterforms paint to match Pantone Cool Gray 11

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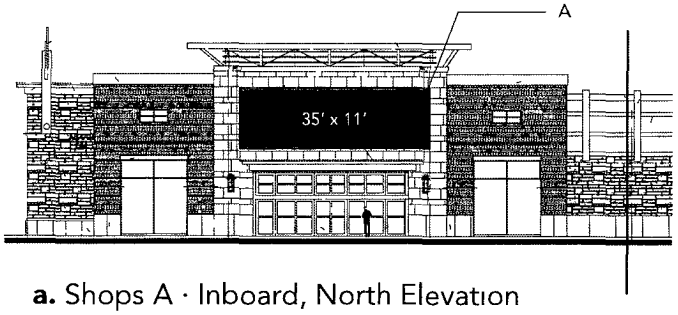
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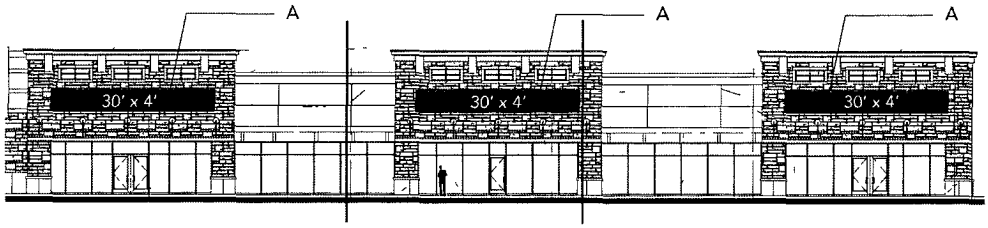


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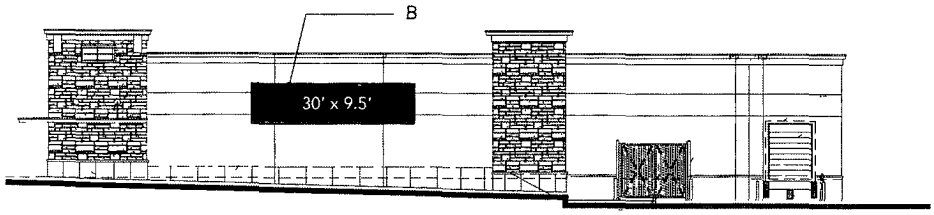
Shops A · Inboard, North Elevation



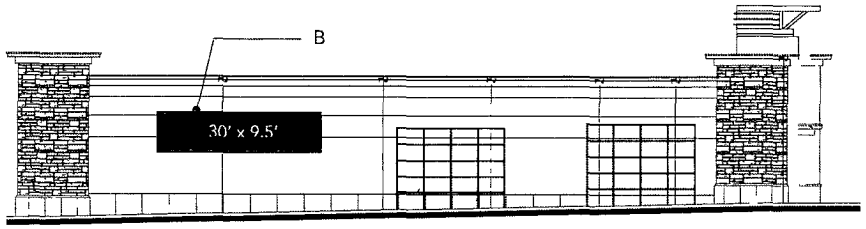
a. Shops A · Inboard, North Elevation



b. Shops A · Inboard, North Elevation



Shops A · Outboard, West Elevation



Shops A · Outboard, East Elevation

NOTES

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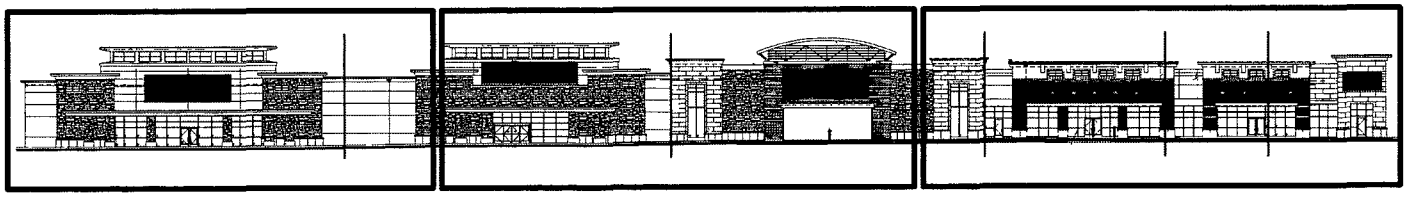
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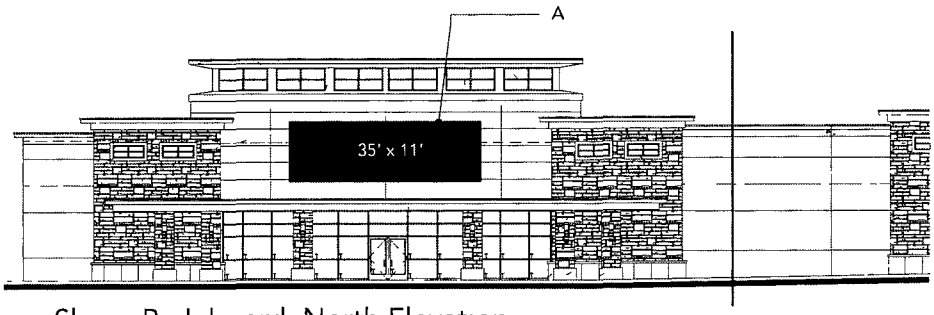
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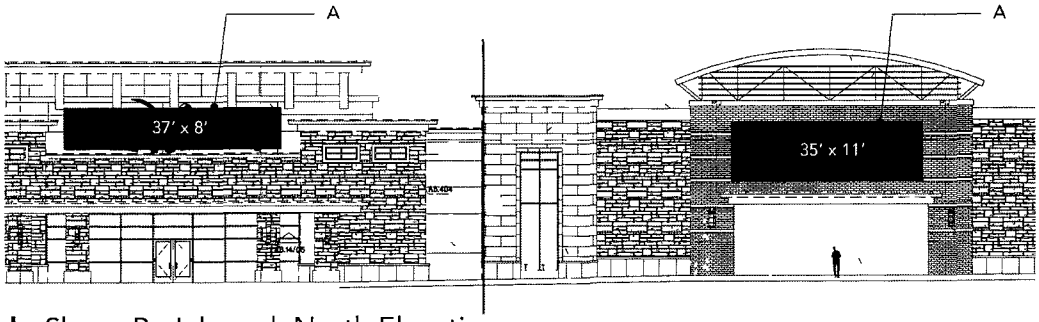


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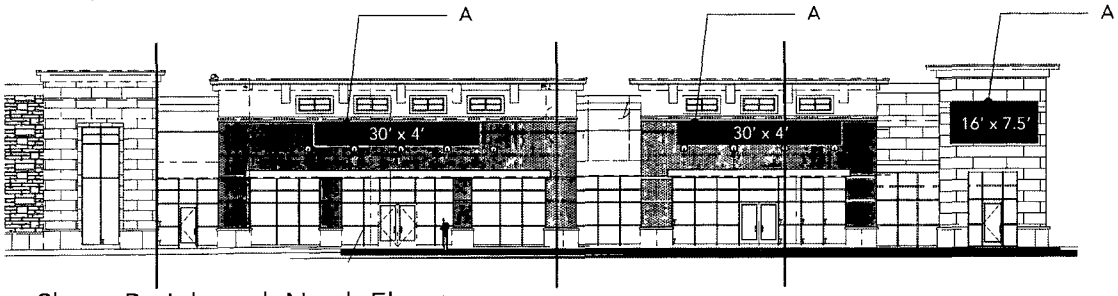
Shops B · Inboard, North Elevation



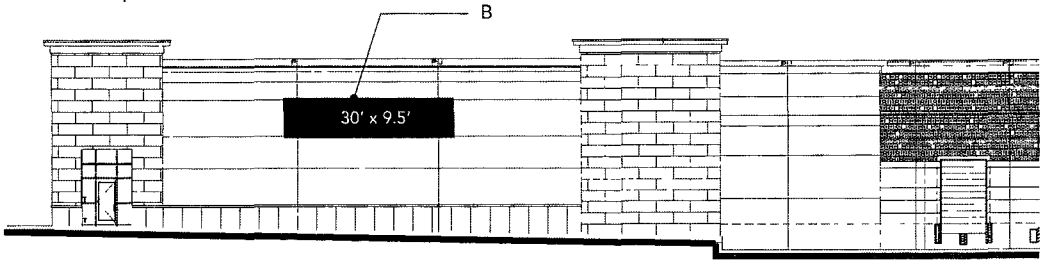
a. Shops B · Inboard, North Elevation



b. Shops B · Inboard, North Elevation



c. Shops B · Inboard, North Elevation



Shops B · Inboard, West Elevation

NOTES

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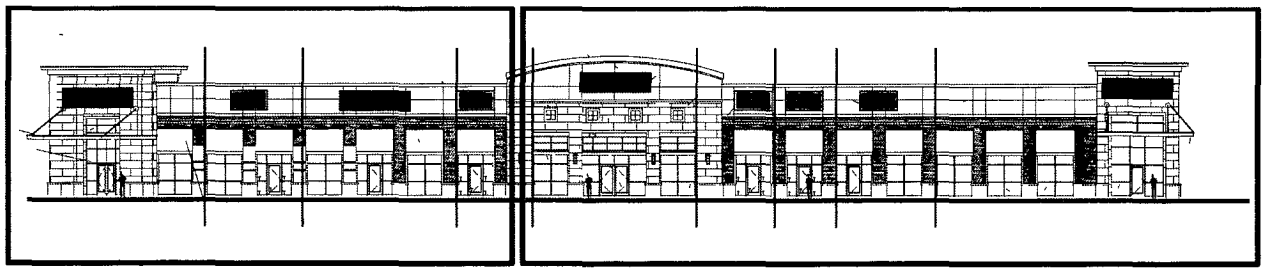
B · Individually mounted fabricated metal letterforms halo-illuminated, letterforms paint to match Pantone Cool Gray 11

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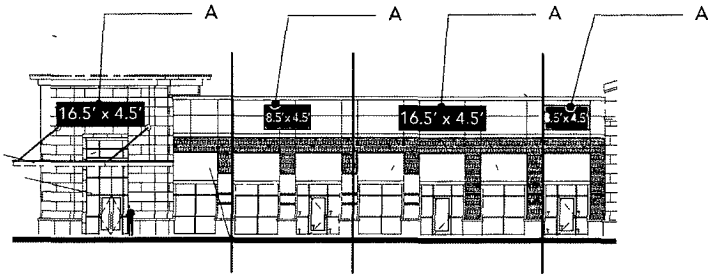
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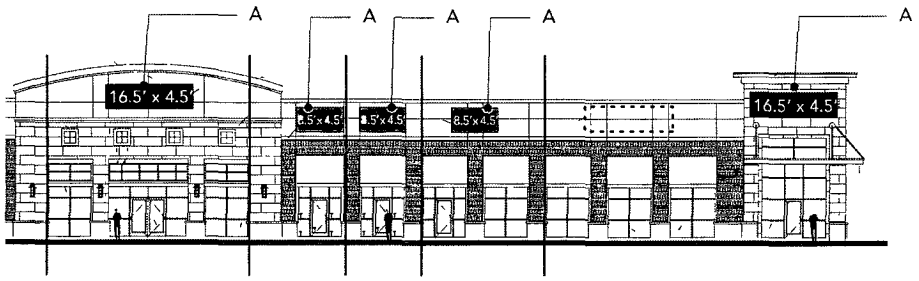


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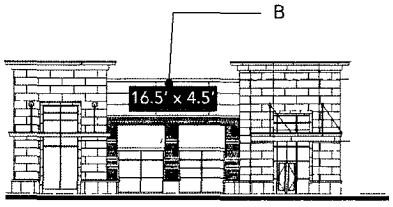
Shops C · Inboard, West Elevation



a. Shops C · Inboard, West Elevation



b. Shops C Inboard, West Elevation



Shops C Outboard, North Elevation

NOTES

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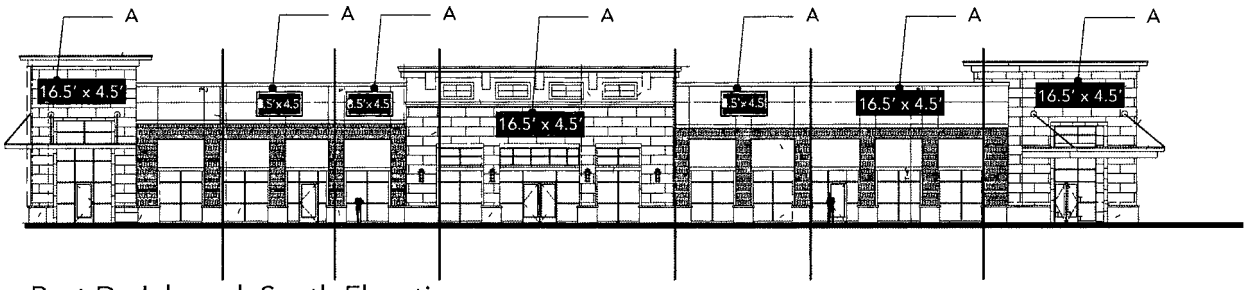
Fields denote maximum area tenant sign can occupy, field is centered horizontally on facade

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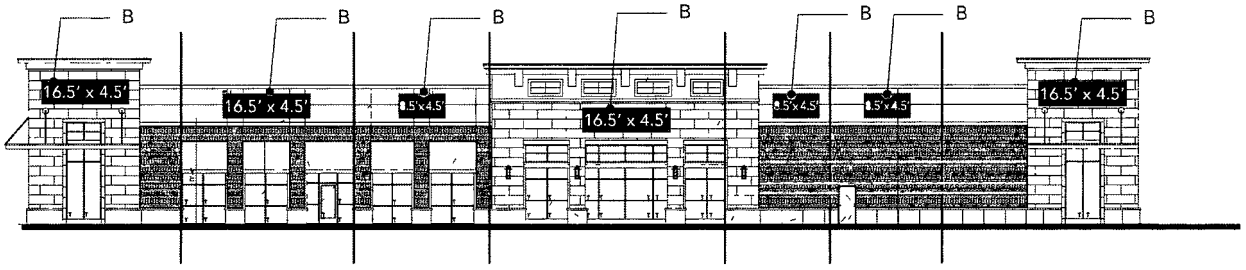
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Page Title / Element Type
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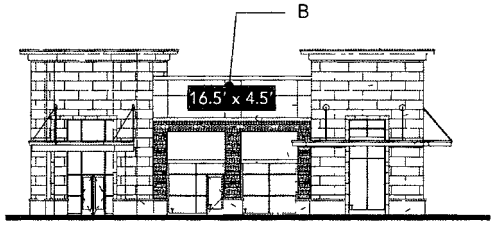
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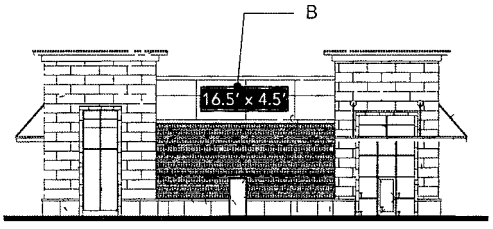
Rest D · Inboard, South Elevation



Rest D Outbound, North Elevation



Rest D · Outbound, East Elevation



Rest D Outbound, West Elevation

NOTES

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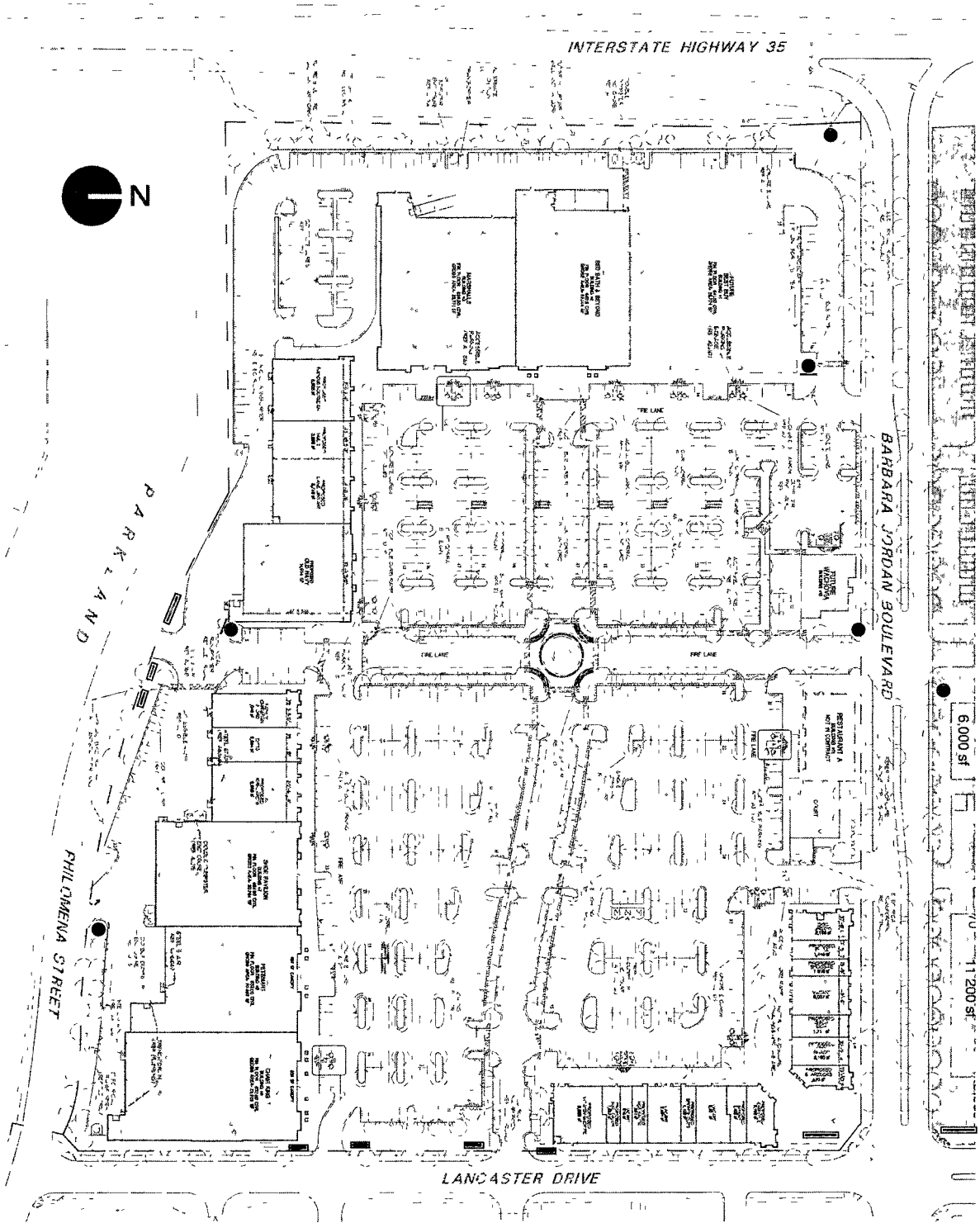
Fields denote maximum area tenant sign can occupy, field is centered horizontally on facade

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Mueller Regional Retail Environmental Graphics Section 3 - Sign Location Plan

Date
12 January 2007

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Sign Type Color Key

- **ST1** Retail Pylon
- **ST2a** Entrance Wall with Identification
- **ST2b** Entrance Wall with Identification
- **ST3** Motorist Directional
- **ST6** Service Directional

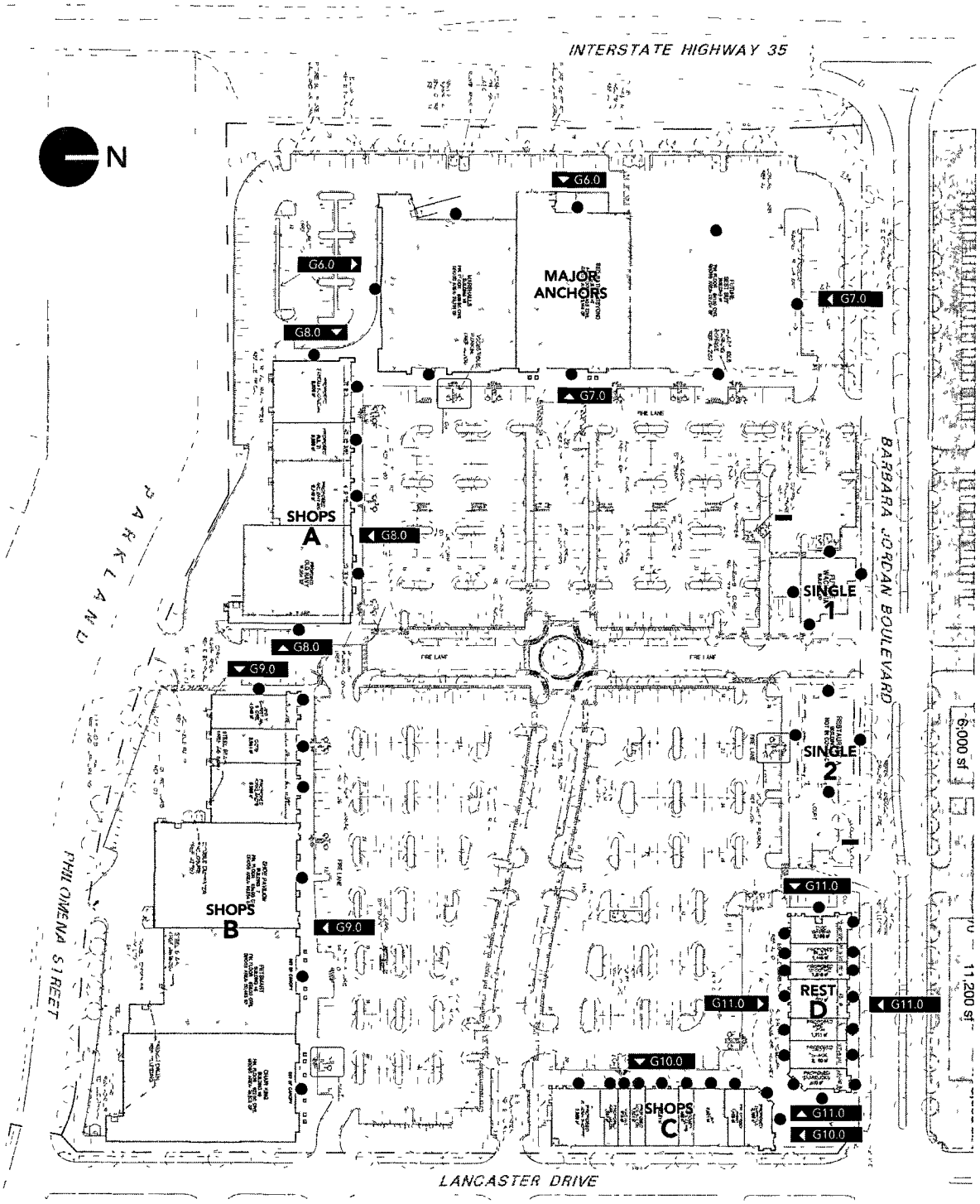
For Tenant signage refer to Sign Location Plan on sheet G13.0

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Page Title / Element Type
Site Signage
Sign Location Plan
(Phase 1)

G12.0

REGIONAL RETAIL SIGNAGE CRITERIA



INBOARD TENANT IDENTIFICATION

TIER	Tenant Surface	Sign Size
● 1	14,000 sf - 30,000 sf	35 ft x 11 ft
● 2	3,900 sf - 8,000 sf (Shops A & B)	30 ft x 4 f
● 3	2,000 sf - 3,899 sf & end caps (Shops C & Rest D)	16 5 ft x 4 5 ft
● 4	Up to 1,999 sf	8 5 ft x 4 5 ft

OUTBOARD TENANT IDENTIFICATION

TIER	Tenant Surface	Sign Size
● 5	3,900 sf - 30,000 sf (Major, Shops A & B)	30 ft x 9 5 ft
● 6	2,000 sf and up & end caps (Shops C & Rest D)	16 5 ft x 4 5 ft
● 7	Up to 1,999 sf	8 5 ft x 4 5 ft
● 8	Single Tenant	20 ft x 4 5 ft
▬ 9	Freestanding Monument	6 ft x 2 6 ft

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Page Title / Element Type

Tenant Identification
Sign Location Plan
(Phase 1)

G13.0

Mueller Regional Retail Environmental Graphics Section 4 - Planned Sign Program and Design Guidelines for Tenant Signage

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Date
31 March 2006

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1 3 Permits 16
1 4 Installation 16

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PART 1 - SIGNAGE REVIEW, APPROVALS, PERMITS & INSTALLATION

All signage shall be reviewed and approved in writing by the Landlord for conformance with this Sign Criteria and overall design quality Approval or disapproval of signage submittals shall remain the right of the Landlord

1 1 LANDLORD APPROVAL

A Prior to submission to the City of Austin and prior to fabrication and installation, Tenants shall submit for approval one (1) reproducible copy and three (3) additional
attachment At least one (1) drawing of the signage must be in color Tenant shall provide material and color samples board and, if available, photographs of proposed signage All materials and colors are subject to approval in the field by the landlord The plans must include the building façade to scale, the depiction of the signage on the building to scale, a site plan indicating the location of the Tenant within the project, and construction specifications and details of the proposed signage

B If the plans submitted to the Landlord are not acceptable or require revisions, they must be resubmitted for approval unless approved "with conditions "

C After plans are approved by the Landlord, one (1) set of the approved submittal with samples shall be retained by the Landlord and two (2) sets of plans will be returned to the tenant One (1) approved set shall be included as part of the Tenant's submittal to the City of Austin

1 2 CITY OF AUSTIN APPROVAL

A The Tenant will be responsible for contacting the City of Austin for necessary submittal requirements and obtaining approvals and necessary permits before installation of signage

B If the City of Austin requires any changes in the submittal, the Tenant shall obtain Landlord's approval of the change prior to re-submittal, obtaining a sign permit and/or installation of signage

1 3 PERMITS

All permits for signage and installation that are required by the City of Austin shall be obtained by the Tenant or its representative at Tenant's expense prior to fabrication and installation

1 4 INSTALLATION

A All Signage shall be constructed and installed at Tenant's expense in strict accordance with Landlord's approved plan

B Tenants shall be responsible for the installation and maintenance of their signage

C The Tenant's Signage Contractor shall be licensed by the State of Texas and shall carry workman's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signage

D Tenant's Signage Contractor shall repair any damage caused by his work Damage that is not repaired by the Contractor shall become the Tenant's responsibility to correct

E The Tenant upon request of the Landlord shall correct signage not in accordance with previously approved plans If not corrected within thirty (30) days, signage may be corrected or removed by the Landlord at the Tenant's expense

PART 2 - GENERAL PROJECT SIGNAGE GUIDELINES & CONDITIONS-ALL TENANTS

2 1 CONDITIONS OF LEASE

Each Tenant is responsible for the design, fabrication, installation, maintenance and cost of electricity for their own signage

The tenant or Landlord shall be responsible to provide the company responsible for the fabrication and installation of the signage a designated circuit from the electrical panel to the signage Special circumstances and penetrations through walls and structures will be addressed on a case-by-case basis and must be approved and inspected by the Landlord

Prior to termination or conclusion of a lease, the Tenant is responsible for the removal of their Signage The storefront wall or fascia shall be patched and painted and returned to its original condition as it was prior to the installation of the Tenant's signage

2 2 PROHIBITED SIGNAGE

The following signage shall be prohibited within the project

A Flashing, moving or scintillating light bulbs or effects

B Window signage, other than those signs permitted elsewhere in this Sign Program

C Signage employing luminous painted paper or cardboard signage

D Paper, stickers or decals hung around or behind storefront glazing

E Signage is not allowed on fabric awnings

F Signage employing exposed raceways, ballast boxes or transformers

G Temporary movable signs on walkways or in parking areas

2 3 PERMANENT WINDOW SIGNS

A Purpose

The purpose of permanent window signage is to provide an attractive and effective means of identification by the pedestrian for the following

1 Name of business

2 Taglines and symbols used by businesses

3 Hours of operation

4 Disabled, no smoking and other code signs

5 Credit card acceptance logos

Permanent window signage should be well organized and enhance the overall visual impact of the Center for the public All signs or graphics within ten (10) feet of a window or storefront that can easily be seen from the exterior shall be considered window signage Exceptions shall be considered on a case-by-case basis only if they meet the overall design intent consistent with the store and overall project design for Mueller

B Quantity

Only the area of permanent window signs identifying the Tenant name shall be subject to the maximum allowable sign area applicable to that Tenant

C Location

Permanent window signs must be located within the glass panel area, with no part of the sign within six (6) inches of the window mullion or frame No window signs shall be displayed on the storefront doors, or the glass areas directly above the doors, except addresses (see 2 5 Address Signs)

All windows signs must be applied to the inside of the glass The location of all window signs must be approved by the Landlord

D Size

Permanent window signage shall be compatible with glass dimensions and window mullion locations The maximum area for all window signs (per-

manent and temporary) shall be no more than twenty-five percent (25%) of the window panel area

E Location

Sign content shall be consistent with Tenant's overall graphics and identify package Sign content and layout shall be subject to approval by the Landlord

F Materials

Permanent window signs shall be limited to the following

1. *Individual vinyl or professionally painted letters or logos applied directly to the surface of the glass*
2. *Sand blasted or etched effects applied to glass*
3. *Metallic leafs applied to glass*

2 4 TEMPORARY PROMOTIONAL WINDOW SIGNS

Tenants are allowed temporary or promotional window signage to convey information announcing retail sales events, seasonal/stock promotions and community activities, or a condition of short and limited duration Temporary promotional window signs may be displayed for a cumulative period no greater than thirty (30) days each calendar year Landlord approval is required prior to displaying each promotional window sign

Tenants wishing to replace temporary promotional window signage on a regular basis may submit to the Landlord a proposed changing temporary promotional window sign program The approved program will allow for replacement of temporary signs on a regular basis without the necessity of obtaining a separate approval for each new sign The changing window sign program must also be consistent with the standards for permanent window signs (see section 2 3 Permanent Window Signs)

A Location

A temporary window sign that extends from one panel of glass to another to convey a single message shall be allowed as long as it does not exceed the maximum allowable sign area for temporary promotional window signs

B Size

Temporary or promotional window signage shall be compatible with glass dimensions and window mullion locations Temporary signs shall be limited in size by the maximum allowable sign area of twenty-five percent (25%) of the overall window area for all signage Sign area tabulation for all window signage (temporary and permanent) shall be reviewed and approved by the Landlord prior to installation

C Content

Temporary sign content shall be consistent with Tenant's overall graphics and identity package

D Materials

Temporary signs are generally vinyl, cloth, canvas and other lightweight materials Colors and materials shall be subject to approval by the Landlord Signs shall not be illuminated, luminescent or fluorescent

2 5 ADDRESS SIGNAGE

Each retail Tenant may have one (1) address displayed for the purposes of identification on primary business frontage A six-inch high address identification with contrasting background shall be centered in the glass area directly above the door(s) A panel located at the rear service doors will include the address, name of store and receiving hours

Tenant shall contact the City of Austin for specific requirements of Address signage

PART 3 - SIGN SPECIFICATIONS

3 1 SECTION INCLUDES

A Signage must be constructed and installed to meet or exceed all applicable codes and City requirements

B All penetrations of the building structure required for signage installation shall be neatly sealed and watertight Color and finish of attachments and sealants shall match adjacent exterior finishes

C Complete interior and exterior signage work, including permits, supports and mounting hardware and electrical connections, is included in the Contract Sum

3 2 UNIT PRICES

Furnish cost information for future purchases, guaranteed up to 1 year from substantial completion for all sign types Include costs for items ordered individually as well as minimum order required to obtain price break

3 3 SYSTEM DESCRIPTION

A Provide "Sign" types of the size, material, images and arrangements made up of special and standard components and construction as shown on Drawings and specified

B The Drawings depict general sign configuration, typography, graphic layout, and sign placement

C Verify sign and copy length for proper fit Notify owner's representative in writing of any discrepancies prior to fabrication

D Materials shall be new stock, free from defects impairing strength, durability and appearance

E Letters and signs to be structurally designed to resist 30PSF wind loads and thermal movements, without distortions or excessive deflections Letter and sign fabrication is to be a complete system including stiffeners, fasteners, welding, sealants, jointing, miscellaneous pieces and material thickness required to form high quality workmanship Connections, angles, shapes and details shown are suggestive and are to be sized, reinforced and detailed as required to meet design criteria Details, anchors or devices not shown are to be submitted to owner's representative for review before fabrication

F All fabrication and installation shall be in accordance with highest standards of the trade All signs and components shall be complete and free from visual and mechanical defects, such as unfilled and unfinished seams or exposed fasteners

3 4 SUBMITTALS

A Manufacturer's Data Submit manufacturer's product data sheets for each product or system

B Shop Drawings Prepare detailed shop drawings for each sign, including full size sections of typical members Indicate fabrication joints, seams and fasteners and copy composition including letter and line spacing Exact identification of all paints shall be noted on the Shop Drawings, together with data describing the method of applications, if other than "air" drying

C Samples Submit three sets of samples of each finish, color and lettering type required Samples shall be of suitable size to accurately render these qualities

D Submittal Schedule Provide submittals as specified in the following schedule

Sign Types	*Required*
ST1, ST3, ST7, ST8	*Structural drawings sealed by registered engineer 6"x 6" color sample for each color on actual material as noted in drawings 12"x12" sample of each non-painted material Cut sheet of proposed lighting system Shop drawings*

E Maintenance Instructions Include written instructions for removal of signs attached to wall surfaces, including recommended methods for removal of residual adhesives

3 5 COORDINATION

A Coordinate scheduled signage locations with field measurements

B Coordinate signage locations with existing mechanical, electrical and plumbing elements

C Field-verify final signage locations with fd2s and owner's representative before installation

PART 4 - PRODUCTS

4 1 MATERIALS

A General

1 Metal Surfaces For the fabrication of general metal work that will be exposed to view, use only materials that are smooth and free of surface blemishes, including pitting, roughness, seam marks, and trade names Unless the surfaces are to be painted, do not use materials with stains and discolorations

2 Surface Flatness For exposed items of work that include plain flat surfaces in width of more than 50 times the metal thickness, provide sheet stock from the mill that has been stretcher leveled to the highest standard of flatness commercially available

B Aluminum AA Alloy 5052 or 6061T6 or as recommended to suit required service and finish

C Coatings

1 Acrylic Polyurethane Provide acrylic polyurethane consisting of ultra-violet inhibitors that are lightfast and weather-, abrasion-, and wear-resistant Provide one of the following

a Matthews Paint, PPG Industries

2 Polyurethane Enamel Provide polyurethane enamel consisting of ultra-violet inhibitors that are lightfast and weather-, abrasion-, and wear-resistant Provide one of the following

a Chemglaze, Hughson Chemical Division, Lord Corp

b Imron, DuPont de Nemours & Co

3 Translucent Sign Coating Provide "Gripflex" manufactured by Wyandotte Paint Products Co

D Fasteners Same base metal and finish as the metal work For machine screws, comply with FS FFS92 For applications under 7'–0" from finished grade/floor use Flat Head Socket Cap or Flat Head Torx Drive screws and above 7'–0" from finish grade/floor use Phillips Flat Head unless otherwise noted in drawings Where exposed and surrounding surface is painted, screws should be in-filled and painted to match surrounding surface Where exposed and surrounding surface is not painted, raw unfinished material or clear coated metal, use stainless steel screws unless otherwise noted on drawings

E Anchors and Inserts Furnish inserts to be set in concrete work, or provide other anchoring devices as required for the installation of signs as detailed on Drawings Furnish cast iron or malleable iron ore hot dip zinc coated inserts Provide toothed stainless steel or zinc-and-chrome-plated high carbon steel expansion bolt devices for drilled-in-place anchors

1 Universal Fastenings Corporation "Thunderstud"

2 Hilti Fastening Systems "Kwik Bolt"

3 Ramset "Dynabolt"

F Steel

1 Materials

a Steel pipe ASTM A53, Type E F, or G at fabricator's option, Grade A, black finish, unless otherwise shown as galvanized standard weight (Schedule 40)

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b Steel sheet for cold forming ASTM A 569, hot-rolled sheet steel of commercial quality, pickled and oiled, free of defects that would impair the work

c Galvanized steel sheet ASTM A 526, commercial quality

2 Finishing

a Primer finish Provide one of the following, unless steel indicated to receive galvanized finish

(1) Dimetcote No 4, Arercite Corp

(2) Tnemec, Zinc 92, Tnemec Co Carbo Zinc II, Carbline Co

b Baked enamel finish Manufacturer's standard baked enamel finish

G Adhesives

1 Foam tape 1/16" (unless otherwise noted) foam applied liberally to back of plaque

2 Silicone adhesive Ready to use, high performance adhesive General Electric GE1200 sealant, translucent SCS 1201, as recommended by manufacturer for bonding condition

3 Film tape adhesive 4 mil (0 1 mm) thick, double-faced pressure sensitive film tape No 415, 3M Co

4 Epoxy Two component thermosetting epoxy adhesive with 100% solid content NP - 428, Miracle Adhesive Corporation

5 Poxy-ment Acid Alkali resistant epoxy Kaiser Brand C E Kaiser, (P O Box 94169, Houston, Texas)

H Silk Screen Ink Enamel inks shall be in colors and sheen as scheduled on drawings, manufactured by Naz Dar Co , (Chicago, Illinois)

I Paint Preparation, primer and semi gloss acrylic base finish coats to provide weather resistant finish guaranteed for one (1) year against pitting, peeling, or fading Enamel coating provided for use on surfaces shall have properties of moisture-resistance in all weather conditions and shall be guaranteed for one (1) year against pitting, peeling or fading

1 Provide primer coats or other surface pretreatments, where recommended by paint manufacturer

2 No paints that will fade, discolor or delaminate as a result of ultraviolet light, heat, cold, or humidity shall be used

3 Paints required for lettering, including silk-screens and imprinted surfaces, shall be a type made for the surface material on which it is applied and recommended by the manufacturer of the paint

J Acrylic Furnish acrylic in the thickness and finishes as specified and as manufactured by the one of the following

1 Rohm and Haas

2 Mitsubishi Rayon Co , LTD

K Flexible Substrate for Flexfase System 3M Panaflex series 940GPS should be used in addition to a 3M Scotchcal Matte Overlaminate 3642GPS for protection

L Vinyl Die-Cut Characters Pre-spaced die-cut letters of 3M Scotchcal film in 3 5 mil thickness, selected from standard colors, Gerber Scientific or Avery Graphics, Typeface and spacing as noted on Drawings

M Protective Finish For metal surfaces noted to receive protective clear finish, apply two coats clear acrylic lacquer Coating to be compatible with inks or paints applied to surfaces

N Reflective Vinyl All reflective vinyl shall be Engineer Grade unless otherwise noted on drawings

O Metal Mesh McNichols Metals, Lock Crimp Openings to be 375" x 375," 2 mesh per linear inch, diameter of wire 092, width of opening 4080, open area percent 66 6%, weight per 100 sq ft 110 2lbs

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4 2 FABRICATION

A All visible joints shall be ground, filled and finished flush and smooth with adjacent work Such seams shall be invisible after final finish has been applied Spot-welded joints shall not be visible on exterior of signs after final finish has been applied No gaps, light leaks, waves, or oil canning will be permitted in the work

B Execute fabrication in such a manner that all edges and corners of finished letter forms and sign substrates are true and clean Letterforms and signs with rounded positive and negative corners, nicked, cut or ragged edges, bent or distressed edges will not be accepted

C Finished surfaces shall have a smooth, even finish free of irregularities

D Execute silkscreen printing from photo-screens or negatives prepared per specification and drawings by signage fabricator Pattern cut screens may be used where non-repeat copy is required, however, copy mask shall be equivalent to photo-screen quality Do not use images on Contract Documents as camera-ready art

E Execute silkscreen printing in such a manner that edges and corners of finished letterforms are true and clean Letterforms with rounded positive or negative corners, edge buildup or bleedings, will not be accepted

F Align letterforms to maintain a baseline parallel to the sign format Margins must be maintained as specified by sign type layouts

G Letterform edges shall be sharp and clean with no edge buildup or bleeding Surfaces of letterforms shall be without pinholes

H Cut-out copy shall be cut from rolled sheet of specified gauge, all edges of copy to be perpendicular to copy face, ground smooth and polished to finish as noted on Drawings and schedules

I Welding shall be of the correct type to minimize permanent distortions of flat surfaces Remove welding flux, oxides, and discolorations by pickling or grinding, so that these areas match the finish of the adjacent areas Repair damage caused by fabrication by grinding, polishing or buffing

J Primer coats or other surface pre-treatments, where recommended by the manufacturer for paints, shall be included in the work

K Apply paints evenly without pinholes, orange peeling, scratches, application marks, and other imperfections

L Apply adhesives in accordance with recommendations of the manufacturer of the material specified to be laminated or adhered Visible joints shall be free from air bubbles and other defects

4 3 WEATHER PROOFING

A Water & Humidity All exterior sign cabinets shall be sealed so as to prevent rain water contamination Proper venting and drainage shall be provided for humid or wet locations for all exterior or interior sign cabinets All exposed metal surfaces shall be protected from oxidation

B Heat & Cold All material used shall be rated to withstand typical hot or cold conditions associated with the region in which they will be installed

C Sign fabricator shall not be held liable for any damages caused by natural disasters such as, but not limited to, tornados, hurricanes, earthquakes, flooding and the like, unless otherwise noted on the drawings

4 4 ELECTRICAL COMPONENTS

A All electrical signage shall bear the Underwriters Laboratories (UL) label of approval

B All raceways, transformers, electrode boxes, switches, wiring, conduit and access hatches shall be concealed Electronic components that produce or radiate heat shall be properly vented in accordance with the manufacturer's guidelines Care should be taken to select equipment that is rated to withstand typical environmental conditions associated with the region or location in which they will be installed

C Coordinate electrical components and demands with building power supplies

D Tenant's electrified signage shall be connected to the Tenant's house panel and controlled by a time clock or energy management system

4 5 PROTECTION

Protect exposed finishes by covering with adhesive paper or other suitable covering prior to shipment from the fabricator or finishing shop

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PART 5 - EXECUTION

5 1 EXAMINATION

A Examine signs for evidence of damage at the site before installation

B Examine the conditions and substrates under which the installation is to be performed for unsatisfactory conditions Do not proceed with the work until the unsatisfactory conditions have been corrected or subsequent change of location has been approved by the owner's representative

5 2 INSTALLATION

A Provide custom manufactured sign assemblies, components, completely fabricated and finished at factory before delivery to site Fit and assemble the Work at the shop to the greatest extent possible No site application or finishing will be permitted except for touch-up Exposed fasteners on finished faces will not be allowed, unless specifically indicated Waviness and oil canning of surfaces is not acceptable Minimum material thickness is to be 0 090 inches Conceal wiring, conduit and other electrical items within sign enclosures

B Install letter and sign units and components at locations shown or scheduled, securely mounted with concealed fasteners, unless otherwise shown Attach signs to substrates in accordance with manufacturer's instructions, unless shown Provide anchorage and fitting

C Install, level and plumb at the proper height Cooperate with other portions of the Work for installation of sign units to finish surfaces

D Protect adjacent surfaces from damage during installation

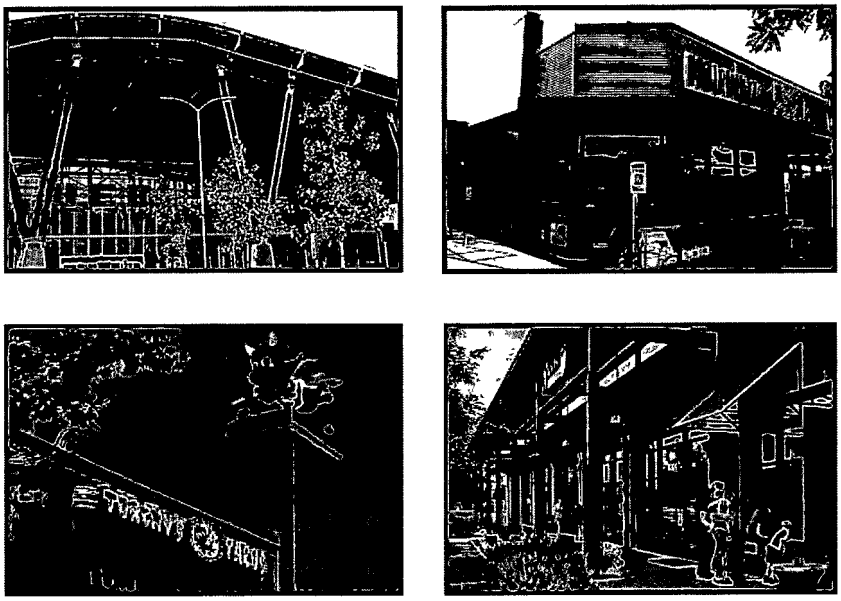
5 3 ADJUSTING AND CLEANING

A Following installation, remove all traces of visible tapes, adhesives, wrappings or refuse from the installation

B Repair damaged signing surfaces and materials to restore to original condition and appearance Replace materials that cannot be properly restored

5 4 PROTECTION

A Protect signs installed in incomplete areas where construction is still under way



APPENDIX F4

MUELLER MARKET DISTRICT SIGNAGE CRITERIA

MUELLER

AUSTIN TEXAS

REVISED AUGUST 2011

Disclaimer:

These Signage Guidelines are envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances As such, it is anticipated that over the life of the community, the guidelines herein will be refined, waived or amended to incorporate new conditions, special opportunities and/or circumstances

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied, with respect to this manual

Mueller Market District Environmental Section 2 - Tenant Facade Signage

FACILITY SOLUTIONS GROUP

MUELLER MARKET DISTRICT
AUSTIN, TEXAS

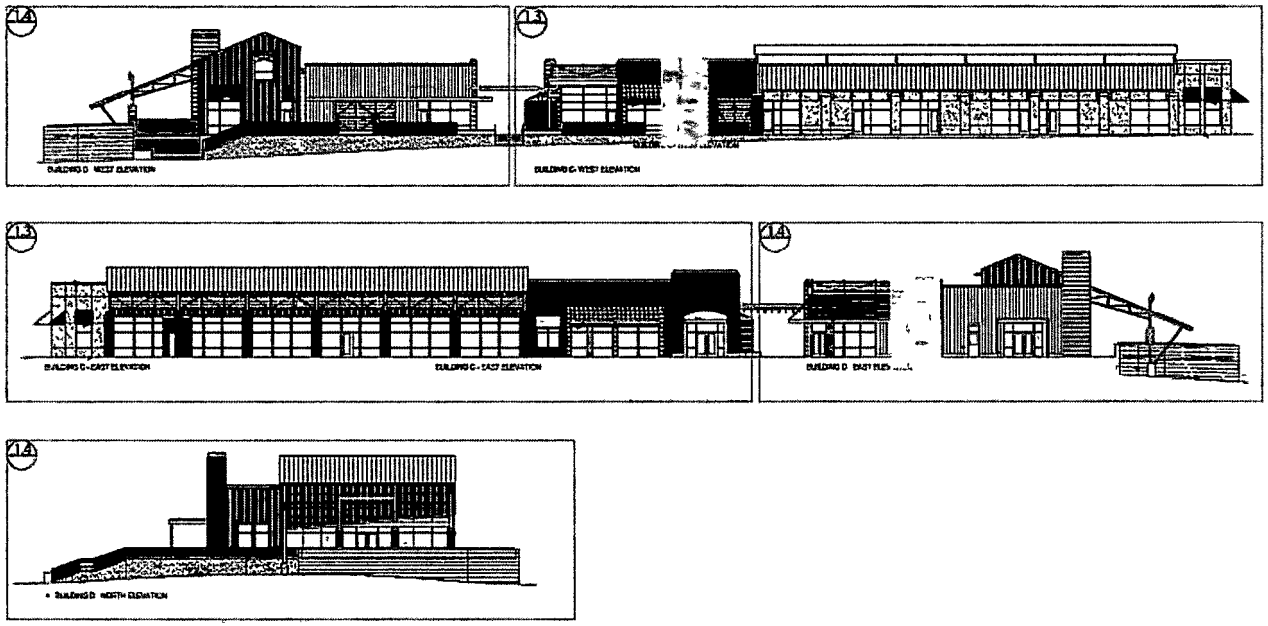
Start Date: 11/09/2011
Last Revision: 8/3/11
Job#:9214561
Drawing #: directionals4

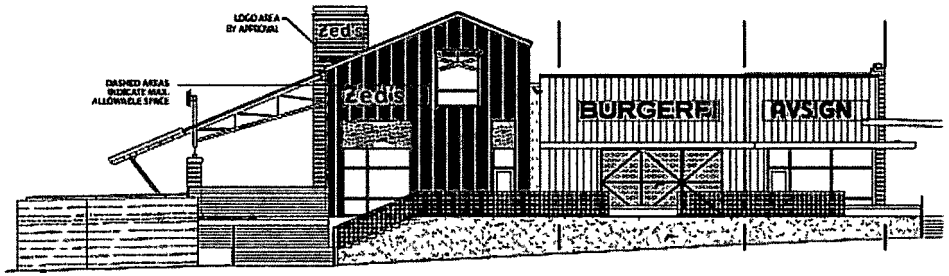
Design/
BEN ANGLIN
Sales/
ROBERT MACDONALD
BOB STROBECK

MEMBER

LISTED

(14) BLDG D & C / FULL ELEVATIONS
SCALE: 1/32"





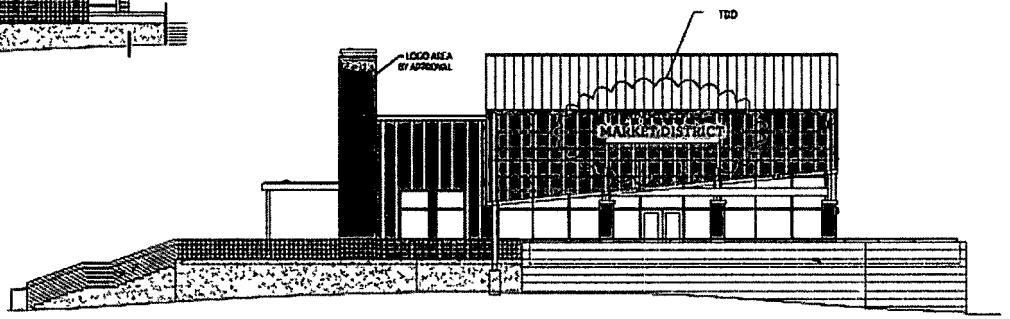
BUILDING D - WEST ELEVATION

REVERSE CHANNEL LETTERS/ BACKPLATE MOUNT + WIREWAY / REMOTE PWR. / 30" LETTER MAX.; 36" BACKPLATE MAX.

TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.

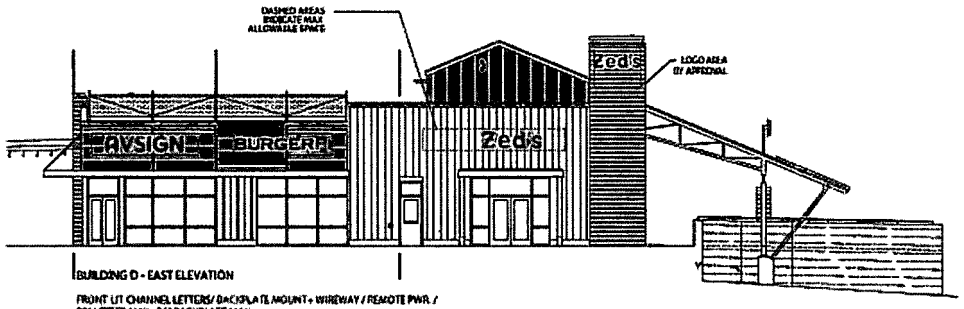
14 SIGN AREAS PER TENANT; MAX. ALLOWANCES

SCALE: 1/16"



BUILDING D - NORTH ELEVATION

REVERSE CHANNEL LETTERS/ BACKPLATE MOUNT + WIREWAY / REMOTE PWR. / 30" LETTER MAX., 36" BACKPLATE MAX.



BUILDING D - EAST ELEVATION

FRONT LIT CHANNEL LETTERS/ BACKPLATE MOUNT + WIREWAY / REMOTE PWR. / 30" LETTER MAX., 36" BACKPLATE MAX.

TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.



FACILITY SOLUTIONS GROUP

MUELLER MARKET DISTRICT
AUSTIN, TEXAS

Start Date: 11/02/2011
Last Revision: 8/7/2012
Job# 9234561
Drawing #9234561
ele_d1.pdf

Design/
BEN ANGLE
Sales/
ROBERT MACDONALD
BOB STROBECK

Revision Hist.
1)
2)
3)

SIGN ALLOWANCE FORMULA.

- *[STOREFRONT LENGTH x 75%] is the Maximum allowable sign length;*
- *Maximum channel-letter height to be 30";*
  (backpanel to have a 3" outline-spread around letter perimeter)
- *A logo-graphic (in addition to letters) may be 36" Max.*

MEMBER

LISTED

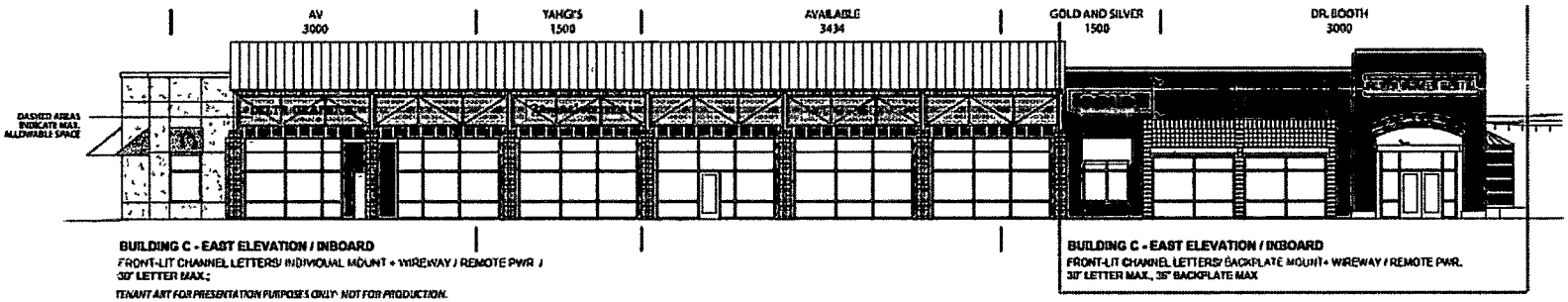
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MUELLER MARKET DISTRICT / SIGNAGE ALLOWANCES / AUSTIN, TEXAS

BLDG.C

13 SIGN AREAS PER TENANT, MAX. ALLOWANCES

SCALE: 1/16"



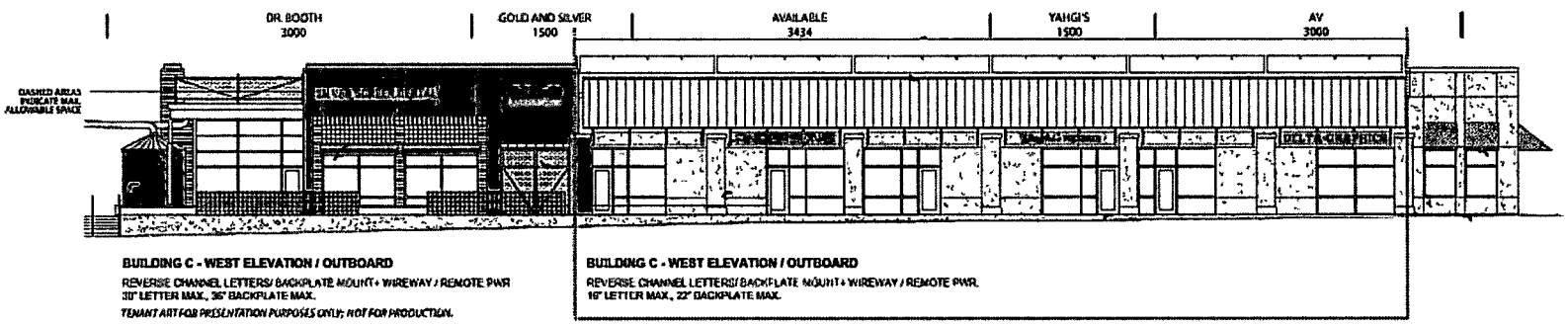
BUILDING C - EAST ELEVATION / INBOARD

FRONT-LIT CHANNEL LETTERS/ INDIVIDUAL MOUNT + WIREWAY / REMOTE PWR / 30" LETTER MAX.;

TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.

BUILDING C - EAST ELEVATION / INBOARD

FRONT-LIT CHANNEL LETTERS/ BACKPLATE MOUNT+ WIREWAY / REMOTE PWR.
30" LETTER MAX., 36" BACKPLATE MAX



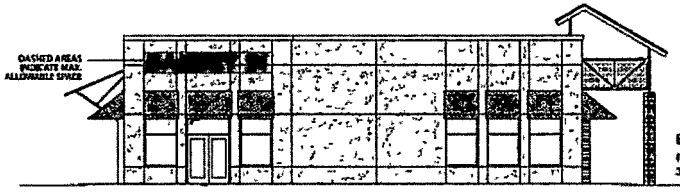
BUILDING C - WEST ELEVATION / OUTBOARD

REVERSE CHANNEL LETTERS/ BACKPLATE MOUNT+ WIREWAY / REMOTE PWR
30" LETTER MAX., 36" BACKPLATE MAX.

TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.

BUILDING C - WEST ELEVATION / OUTBOARD

REVERSE CHANNEL LETTERS/ BACKPLATE MOUNT+ WIREWAY / REMOTE PWR.
16" LETTER MAX., 22" BACKPLATE MAX.



BUILDING C - SOUTH ELEVATION / ENDCAP

FRONT-LIT CHANNEL LETTERS/ BACKPLATE MOUNT+ WIREWAY / REMOTE PWR
30" LETTER MAX., 36" BACKPLATE MAX.

FACILITY SOLUTIONS GROUP

MUELLER MARKET DISTRICT
AUSTIN, TEXAS

Start Date: 11/09/2011
Last Revision: 8/7/2012
Job#: 9215461
Drawing #: 9215461
ele_e1.pdf

Design/
BEN ANGLIN
Sales/
ROBERT MACDONALD
BOB STRODECK

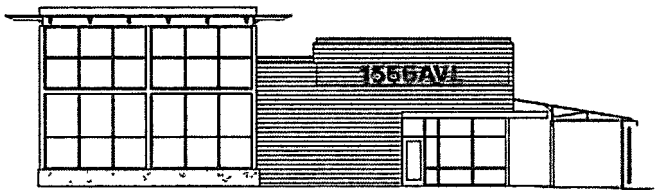
Revision Hist.
1)
2)
3)

SIGN ALLOWANCE FORMULA. - (STOREFRONT LENGTH x 75%) is the Maximum allowable sign length;

LISTED

12 SIGN AREAS PER TENANT; MAX. ALLOWANCES
SCALE: 1/16"

AV
1566 SF



BUILDING A - WEST ELEVATION / OUTBOARD

REVERSE CHANNEL LETTERS/ BACKPLATE MOUNT + WIREWAY / REMOTE PWR
30" LETTER MAX., 35" BACKPLATE MAX

AV
1566 SF

AT&T
1809

AT&T STORE
VIYAH NAILS

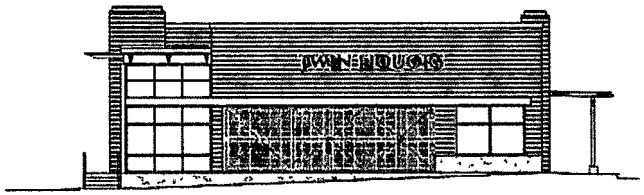


BUILDING A - SOUTHWEST ELEVATION / OUTBOARD

REVERSE CHANNEL LETTERS/ BACKPLATE MOUNT + WIREWAY / REMOTE PWR
33" LETTER MAX.; 36" BACKPLATE MAX.

TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.

TWIN LIQUORS
3000 SF

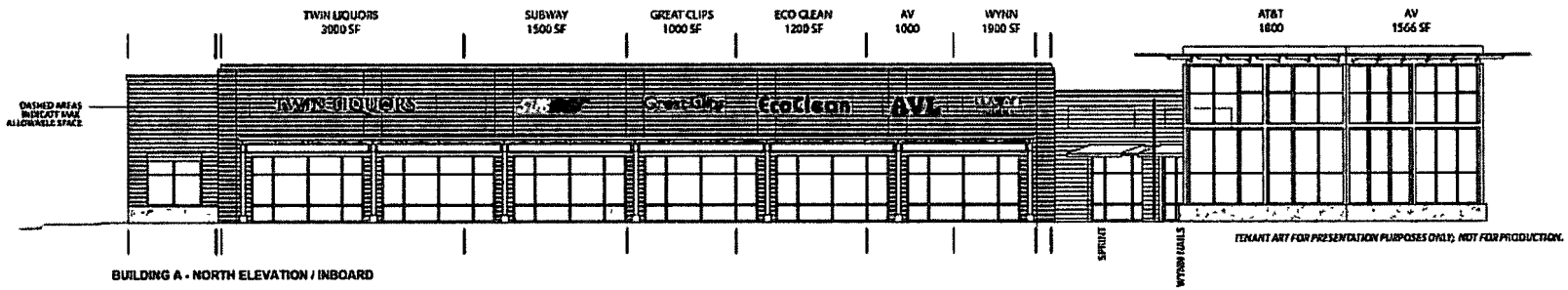


BUILDING A - EAST ELEVATION / INBOARD

FRONT-LIT CHANNEL LETTERS/ INDIVIDUAL MOUNT + WIREWAY / REMOTE PWR /
30" LETTER MAX.,

TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.

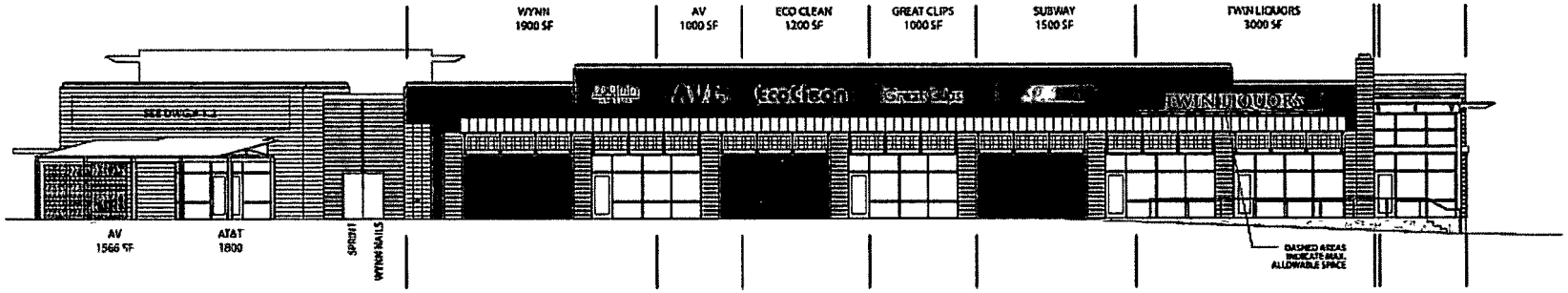
SIGN AREAS PER TENANT; MAX. ALLOWANCES
SCALE: 1/16"



TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.

BUILDING A - NORTH ELEVATION / INBOARD

FRONT-LIT CHANNEL LETTERS/ BACKPLATE MOUNT + WIREWAY / REMOTE PWR. / 30" LETTER MAX * 36" BACKPLATE MAX.



TENANT ART FOR PRESENTATION PURPOSES ONLY; NOT FOR PRODUCTION.

BUILDING A - SOUTH ELEVATION / OUTBOARD

REVERSE CHANNEL LETTERS/ BACKPLATE MOUNT + WIREWAY / REMOTE PWR. / 30" LETTER MAX., 36" BACKPLATE MAX.

FACILITY SOLUTIONS GROUP

MUELLER MARKET DISTRICT
AUSTIN TEXAS

Start Date: 11/03/2011
Last Revision: 6/7/2012
Job#973
Drawing #973

Design/
BEN ANGLIN
Sales/
ROBERT MACDONALD
BOB STROBECK

Revision Hist.
1)
2)
3)

SIGN ALLOWANCE FORMULA:

- [STOREFRONT LENGTH x 75%] is the Maximum allowable sign length;
- Maximum channel-letter height to be 30". (backpanel to have a 3" outline-spread around letter perimeter)
- A logo-graphic (in addition to letters) may be 36" Max.

Mueller Market District Environmental Section 2 - Tenant Facade Signage

2019138617 Page 230 of 292

Disclaimer

These Signage Guidelines are envisioned as a dynamic document that will continue to evolve in response to changing conditions and circumstances As such, it is anticipated that over the life of the community the guidelines herein will be refined, waived or amended to incorporate new conditions special opportunities and/or circumstances

Neither the Master Developer nor the City has made or makes any representations or warranties of any kind or character, express or implied with respect to this manual

FACILITY SOLUTIONS GROUP

MUELLER MARKET DISTRICT
AUSTIN TEXAS

Start Date, 11/09/2011
Last Revision: 8/3/11
Job# 9214561
Drawing # directionals4

Design/
BEN ANGLIN
Sales/
ROBERT MACDONALD
BOB STROBECK

I. General Sign Criteria

A. INTRODUCTION

These criteria have been developed to guide each Tenant to an imaginative signage solution The guidelines established herein will ensure that Tenant identification is of consistent quality and is compatible with the architectural character of the Center Each proposed sign will be evaluated on the design's excellence and compatibility with neighboring signs and the overall character of the Center's signage/graphics

1 Primary Tenant Identification Sign Options for Storefront (Inboard) area of the Center

a FACE CHANNEL LETTERS (INBOARD)

b *Face, trimcap and return same color*

2 Primary Tenant Identification Sign Options for Storefront (Outboard) area of the Center

a Reverse channel, halo-lit, pin-mounted letters (Outboard)

3 Secondary Tenant Sign Options for Store fronts and side building fascia

a Blade Sign

b Entry door/store front window signage

B. SUBMITTALS & APPROVALS

1 All Tenant signage is subject to the Landlord's written approval and the New Construction Council (NCC) approval The Landlord's approval shall be based on the following criteria

a Design, fabrication and method of installation of all signs shall conform to this sign criteria

b This sign criteria shall conform with the design standards of the Center and shall be in harmony with adjacent signage conditions

1 The Tenant agrees to conform to the following procedures and submission requirements to secure the Landlord's approval

a Submit one (1) set of detailed sign design and shop drawings (hard and electronic) to

MUELLER COMMUNITY MANAGER
contactus@muelleraustin com
4550 Mueller Blvd
Austin, TX 78723

b Sign drawings are to be professionally prepared

c Sign drawings must include a min 1/8" scaled storefront drawing illustrating the proposed sign design and over all dimensions as they relate to the storefront elevation of the Tenant's premises

d Sign drawings must also include a min 1" = 1'- 0" sign elevation and section through sign indicating construction, attachment methods, all sizes, and illumination details

e Letters must be accurately dimensioned and spaced

f Sign colors, paint finishes, and types of materials must be noted on the sign drawings All signs (size, design, type and color) are subject to Landlord's and NCC approval, based on *aesthetic and relationship to neighboring Tenant signs*

g Unless the Landlord has received the above described drawings and information in the quantities set forth above, the Landlord will not approve the Tenant's exterior sign

2 All drawings and samples marked "Disapproved" or "Revise and Resubmit" must be resubmitted as set forth above in Section "B" with the required corrections prior to fabrication Only after all drawings have been marked "Approved" may the fabricator proceed with fabrication per approved drawings and

The Tenant and Sign Contractor will not be permitted to commence installation of the exterior sign unless all of the following conditions have occurred:

a A stamped set of final drawings reflecting the Landlord's approval has been issued

b Fabricator/Tenant shall be responsible for the securing of all applicable sign permits required by the City of Austin Sign Ordinance prior to fabrication of the signs

c The Fabricator must provide to the Landlord a copy of the City of Austin issued sign permit

d Tenant's Sign Contractor is required to contact the Landlord 24 hours in advance prior to the sign installation Contact Mueller Community Manager contactus@muelleraustin com
4550 Mueller Blvd
Austin, TX 78723

e The Landlord must receive the sign company's Certificate of Insurance as set forth in Section **"D"**

2 The Landlord reserves the right to revise this Signage Criteria in accordance to any changes to the City of Austin Sign Ordinance The Signage Criteria may be revised at any time if so required by any governmental agency having jurisdiction over its contents

3 In the event Tenant changes their exterior sign at any time during the term of their lease, Tenant must comply with any future modifications, revisions or changes which have been made to the Signage Criteria for the Center after the execution of their Lease Agreement Tenant must submit for approval for any changes and abide to the terms of this document

4 The Tenant shall pay for all signs, their installation, all associated labor, materials, and future maintenance

5 The Tenant and their Sign Contractor are responsible for understanding this Signage Criteria and conforming to its requirements

6 The Tenant shall be ultimately responsible for the fulfillment of all requirements and specifications, including all applicable building and electrical codes

7 All signs shall be reviewed for conformance with this criteria and overall design quality Approval or disapproval of sign submittals based on aesthetic of design shall remain the sole right of the Landlord or his authorized representative

C. FABRICATION, INSTALLATION, AND REMOVAL REQUIREMENTS

The fabrication and installation of all signs shall be subject to the following restrictions

1 All signs mounted on concrete, EFIS, brick, or metal clad substrates are to be mechanically attached Mechanical hardware must be approved for the method used as detailed on sign contractors approved art

2 All penetrations of the building structure required for sign installation shall be sealed in a watertight condition No roof membrane penetrations are allowed without written landlord approval A single penetration per lease space elevation is allowed with coordination of Landlord's roofing contractor It is the tenants responsibility for all cost associated with the roofing contractor

3 All flat cut out metal letters, logo plaques and registered trademark symbols (where allowed herein) are to be fabricated from 1/8" thick aluminum with concealed pins, mounted to wall surface Painted components must have two coats of acrylic polyurethane automotive paint Refer to Section III for specific finish requirements

4 Ladders, installation equipment and installation crews are not permitted to lean on metal cladding or EFIS portion of the building and storefronts All installation equipment, in these areas, must be freestanding type to avoid contact with or damage to building or storefront

5 Installation crews are responsible for establishing a safety zone around their work area Crews must possess caution tape and safety cones and utilize these safety devices to secure walkways and doors Electrical cords cannot be run outside of this zone

6 Each Tenant, and or Sign Contractor, shall be responsible for the repair of any damage to the building caused by the installation of said Tenant's sign If required repairs of the installation area, these will be back-charged to Tenant

7 The installation Sign Contractor is responsible for removing all debris and cleaning the work area after installation is complete

8 The Sign Contractor must check sign to ensure proper illumination, prior to leaving the site, where applicable

9 Each Tenant shall be responsible for the performance of its Sign Contractor

10 Each Tenant shall be responsible for removal of its sign within three (3) days after vacating site Removal of the sign shall include the repair of the wall surface back to its original condition If Tenant does not repair wall surface to Landlord's satisfaction, Landlord will perform repairs at Tenant's expense

11 Each Tenant shall be responsible for the installation and maintenance of its sign Should the Tenant's sign require maintenance or repair, Landlord shall give Tenant fifteen (15) days written notice to effect said maintenance or repair

12 If the roof must be penetrated, it is the responsibility of the sign installer to inform Landlord before any work is performed The roofing contractor shall be the only one to re-seal the roof to preserve warranties

13 It is the responsibility of the installer to repaint the hole patches on the building Current building colors can be verified with Center Management

14 It is strongly recommended that either the Tenant or its sign contractor used Landlord's approved sign contractor for patching, repairing and repainting the storefront sign band

D. INSURANCE

Sign Contractor shall provide Landlord in accordance with insurance requirements of Tenant under Tenants lease with Landord with Certificate of Insurance naming Landlord and other designated party as additional insured

All liability policies shall name the following as "additional insured":

CATELLUS MARKET DISTRICT, LLC; WELLS FARGO BANK, NATIONAL ASSOCIATION

E. NON-CONFORMANCE

1 No field installation changes are permitted without first notifying Landlord in writing If any sign is changed as to placement, location and/or size that differ from approved sign plan, Tenant and/or Sign Contractor will be responsible for repair, change, and/or relocation of sign to proper placement at their expense

2 Any sign that is installed by Tenant which is not in conformance to the approved drawings shall be corrected by Tenant within fifteen (15) days after written notice by Landlord In the event Tenant's sign is not brought into conformance within said fifteen (15) day period, then Landlord shall have the option to correct non-conforming sign at Tenant's expense

II. Basic Signage & Sign Lighting

A. SERVICE/DELIVERY ENTRANCE SIGNAGE

B. TEMPORARY SIGNAGE

1. **Temporary Promotional Signage on Exterior of Store**

   a No temporary promotional exterior store identification signage is allowed

   b Exterior banners for promotional purposes are prohibited, excluding banners within store interiors

   c "A-frame", poster holder or other types of freestanding signs may not be placed outside of the Lease Line at any time The Lease Line is defined as the boundary between storefront glazing and entrance doors, and common areas

   d No merchandise shall be placed outside of Lease Line (see Item C above)

2. **Temporary Promotional Signage Inside Store Only**

   a All temporary signage requires that an application be completed and submitted to Landlord for review and approval of Promotional Sign Variance

   b Each variance shall be limited to two weeks, and upon expiration may be renewed once with proof of supporting advertising (4 weeks maximum)

   c The total area of promotional signage is limited to 1 square foot per lineal foot of store frontage

d All temporary promotional signage must be professionally produced Handmade or personal computer graphics signs are prohibited

e Promotional signs affixed in any manner to storefront windows or entry doors are prohibited Such signs intended to be visible through storefront windows may be temporarily suspended with aircraft cable or monofilament no closer than 12" from the inside of the window The Landlord reserves the right to remove any promotional material that is visible through the storefront windows which is deemed to be inconsistent with the quality level of the Center

f Individual sign panels must be spaced a minimum of 6' from one another

g Fabric of light weight posters must be weighted Curled sign materials are not permitted

C. PROHIBITED SIGNS

1. Signs constituting a traffic hazard.

No person shall install or cause to be installed or maintain any sign which simulates or imitates in size, color, lettering or design, any traffic sign or signal, or which makes use of the words "Stop", "Look", "Danger", or any other words, phases, symbols or characters in such a manner to interfere with, mislead or confuse traffic

2. Immoral or Unlawful Advertising.

Immoral or Unlawful Advertising is not permitted It shall be unlawful for any person to exhibit, post or display, cause to be exhibited, posted or displayed upon any sign, anything of any obscene, indecent, or immoral nature or unlawful activity

3. Common area signs.

No signs will be permitted in the common area in front of store No signs shall be installed, relocated, or maintained so as to prevent free ingress to or egress from any door

4. Animated, Audible or Moving Signs.

Animated, Audible or Moving Signs consisting of, or giving the effect of moving, swinging, rotating, flashing, blinking, scintillating, fluctuating or having animated light area must have approval in writing by the General Manager

5. Off-Premise Signs.

Any sign installed for the purpose of advertising a project, event, person or subject occurring off the Center property is prohibited unless approved in writing by the General Manager

6 Vehicle Signs.

Signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify or provide direction to a use or activity not related to its lawful making of deliveries of merchandise or service, are prohibited

7. Light Bulb Strings and Exposed Tubing

Storefront display lighting (other than temporary, decorative holiday lighting) which consist of unshielded light bulbs, open, exposed neon or gaseous light tubing are prohibited An exception hereto may be granted by Landlord with prior written approval when the display is an integral part of the design character of the activity to which it relates

8. Credit Card/Telecheck/Security Signage.

Vendor provided adhesive signs are prohibited on entry doors or display windows, except as allowed under Section III A 3 b

9. Letter Painting on Facade.

Lettering painted directly on building facade will not be permitted except as defined in this criteria

10. Hand-lettered signs

Unprofessional hand-lettered signs are prohibited in public view from the storefront Absolutely no signs are permitted to be taped to the storefront or any visible surface

11. Inventory Liquidation Signs.
"Going Out of Business", "Bankruptcy Sale", "Closing This Store", "Lost Our Lease", etc signs are strictly prohibited

12. Flyers.
Distribution of flyers, for any purpose, outside of Tenant's leased premises unless specifically authorized by Landlord is prohibited

13. Neon or Internally Illuminated Signs
Unless specifically approved by the Landlord, neon or internally illuminated signage is prohibited inside stores

14. Box-type cabinet

No box-type cabinet signs will be permitted unless specifically provided for herein

15. Miscellaneous

•Air inflated devices

•Pennants

•Whirling devices

•Any other miscellaneous device resembling the above items

III. Specific Tenant Signage

A. STOREFRONT SIGNAGE

1. GENERAL SIGN CRITERIA

a All Tenants to have storefront signs Signs shall be located only on the space(s) and on the surfaces specifically provided in attachment drawings

b Square footage for Tenant wall signs shall be based on the maximum sign lengths and letter heights as defined in attachment drawings and subject to building configuration and materials

(1) Each Tenant to have

Building "A"

- One (1) primary Storefront sign (Inboard)
- One (1) secondary store front sign (Outboard)
- One (1) secondary sign Blade sign (Optional in select areas)

Building "B"

- One (1) primary Storefront sign (Inboard)
- One (1) secondary store front sign (Outboard)
- One (1) secondary sign Blade sign (Optional in select areas)

Building "C"

- One (1) primary Storefront sign (Inboard)

- One (1) secondary store front sign (Outboard)
- One (1) secondary sign Blade sign (Optional in select areas)

Building "D"

- One (1) primary Storefront sign (Inboard)
- One (1) secondary store front sign (Outboard)

Specific Tenant locations (such as towers or corner spaces at ends of buildings) with more than one frontage and/or entry, may be allowed one sign on each frontage provided architectural treatments at each location can accommodate a sign Subject to Landlord and NCC approval and City of Austin review

Consideration for moderate increases to maximum sign or letter heights may be given to Tenants with logotypes which have larger initial capital letters or other unique features

c Signs shall be limited to letters designating the store name as set forth in signed lease documents between Tenant and Landlord

(1) Tenant shall display their established registered trade name(s) only

(2) Registered Trademark Symbols are permitted subject to Landlord review/approval fabrication requirements

d The color of all lettering and/or sign panels shall be compatible with the building color ,or contour backer panel, and provide sufficient contrast to which the sign is mounted

e Logo plaque components used in conjunction with individual letters are considered an integral part of the store identity and are included in the calculation of allowable sign area, subject to Landlord's approval

f Individual shop address numerals will be provided and installed by the Landlord on the storefront of the Tenant space, and are not included in calculation of allowable for wall signage

2. PRIMARY STOREFRONT SIGNAGE

Type A: Face Channel letters on contour panel / wireway

(INBOARD signs where permitted on Building A,B,D)

a **Face Illuminated Channel letters** shall have a depth of 5" and shall be mounted flush to contour backer panel Letters shall be fabricated from 63" aluminum backs face and 040" side walls All penetrations to be sealed in a watertight condition thru the contour backer panel Letters 5" deep Illuminated capsules with acrylic faces and vinyl copy or 5" Reverse Capsules with routed out copy and backed with acrylic mounted directly to contour panel, may be approved by Landlord

b **Lighting** signs letters are to be face Illuminated using LED's with remote power supplies The sign's electrical components wiring, power supplies etc should be fully waterproof even when mounted on the interior side of the wall

c **Contour Backer Panel** shall be fabricated of min 090" aluminum Contour shape will outline 3" beyond the shape of letters and shall cover the wireway by at least 3" All outside corner will be radius-ed Contour panel will be painted Matthews Brushed Silver

d **Letter Colors** shall be contrasting to contour backer plate Acrylic Face, Sidewalls, and Trimcap shall have same color Landlord must approve color Acrylic Face may have a first surface Vinyl applied Trimcap and side walls much match Digital Print faces are not allowed

e **Sign Wireway** will be used behind backer panel to conceal secondary wiring 2" depth is required and height shall not exceed ¾ of the maximum allowed copy height Wireway shall not be exposed at any point and shall maintain a minimum distance of 3" from the edge of the Contour backer Panel

f **Secondary Electrical** penetration will not exceed a single hole 1/2" conduit per individual sign section Remote power supplies shall be mounted behind sign fascia Penetration of roof Membrane must be coordinated with Landlord and Landlord's Roofer Prior to installation Landlord will provide a single uni-strut on back of fascia parapet for mounting any power supply enclosures, conduits, and electrical hardware Any mounting of these electrical components and hardware other than the supplied uni-strut is prohibited without Landlord approval

g **Tenant signs location** to be centered within lease lines or as indicated architecturally on facade as shown in Tenant Exhibit Drawings, unless noted otherwise by Landlord Horizontal location are determined by Tenant Exhibit Drawings

h **Length:** The length of individual Tenant signs on storefronts shall not exceed 75% of Tenant's storefront width or maximum allowed length as directed in Tenant Exhibit Drawings

i **Height.** Maximum letter heights are 30" for single line copy and 30" overall for double line copy Maximum contour panel height 36" or as approved by Landlord

j Notwithstanding the above criteria, no sign shall exceed City of Austin criteria

Type B: Individual Face Channel letters on building Perforated panels

(INBOARD signs where permitted on Building C)

k **Individual Face Illuminated Channel letters** shall have a depth of 5" and shall be mounted flush existing building Perforated panels Letters shall be fabricated from 090" aluminum backs face and 063" side walls Welded construction All penetrations and mounting shall hit existing 1/2" perforated holes Landlord will furnish electronic file indicating perforated hole placement Logos and capsules are limited to mounting directly above Landlord furnished Raceway

l **Lighting** signs letters are to be face Illuminated using LED's with remote power supplies The sign's electrical components wiring, power supplies etc should be fully waterproof

m **Letter Colors** shall be contrasting to perforated building backer Acrylic Face, Sidewalls, letter backs, and Trimcap shall have same, single matching color Acrylic Face may have a first surface Vinyl applied Digital Print faces are not allowed Landlord must approve color

n **Sign Raceway** will be Furnished behind perforated panel to conceal secondary wiring and power supplies Raceway will be mounted centered of panel horizontally and run continuous the full building length Race way height 7", Depth 4" Landlord will furnish electrical conduit from the raceway to just inside the Inboard store facia

o **Secondary Electrical** penetration will not exceed hole diameter 1/2" Remote power supplies shall be mounted furnished Raceway Raceway is permanently mounted 4" beyond the perforated panel Electrical pass thru may be achieved using trade name "Wall Busters" for all secondary wiring Any drilling of the building perforated is prohibited

p **Tenant signs location** to be centered within lease lines or as indicated architecturally on facade as shown in Tenant Exhibit Drawings, unless noted otherwise by Landlord Horizontal location are determined by Tenant Exhibit Drawings

q **Length:** The length of individual Tenant signs on storefronts shall not exceed 75% of Tenant's storefront width or maximum allowed length as directed in Tenant Exhibit Drawings

r **Height:** Maximum letter heights are 30" for single line copy

s Notwithstanding the above criteria, no sign shall exceed City of Austin criteria

Type C: Reverse Channel letters mounted to backer panel / wireway, "halo illumination"
(OUTBOARD signs where permitted on Building A,B,C,D)

t **Reverse letters** shall have a depth of 3" and shall be pinned off contour backer panel 2" with blind fastener attachments Letters shall be fabricated from 125" face and welded 063 side walls All seams shall have stitch welds construction Mount with pin or "all-thread" post, sleeved, with maximum 1/2" o d Spacers, painted to match Matthews Brushed Silver All penetrations to be sealed in a watertight condition thru the contour backer panel Letters will have a white polycarbonate back Reverse capsules with routed, white copy may be approved by Landlord No colored illuminated copy allowed

u **Lighting** signs are to be "halo lit", using white LED's with remote power supplies The sign's electrical components wiring, power supplies etc should be fully waterproof even when mounted on the interior side of the wall LED's shall maintain a Kelvin Temperature range between 6000k – 7000k

v **Contour Backer Panel** shall be fabricated of min 090" aluminum Contour shape will outline 3" beyond the shape of letters and shall cover the wireway by at least 3" All outside corner will be radius-ed off Contour panel will be painted Matthews Brushed Silver

w **Letter Colors** shall be contrasting to contour backer plate Face and sidewalls shall have same color Landlord must approve color Other approved colors are Wells Fargo black MP 26309 satin and Deep River grey MP 07102 satin

x **Sign Wireway** will be used behind backer panel to conceal secondary wiring 2" depth is required and height shall not exceed ¾ of the maximum allowed copy height Wireway shall not be exposed at any point and shall maintain a minimum distance of 3" from the edge of the Contour backer Panel

y **Secondary Electrical** penetration will not exceed a single hole 1/2" conduit per individual sign section Remote power supplies shall be mounted behind sign fascia

z **Tenant signs location** to be centered within lease lines or as indicated architecturally on facade as shown in Tenant Exhibit Drawings, unless noted otherwise by Landlord Horizontal location are determined by Tenant Exhibit Drawings

aa **Length:** The length of individual Tenant signs on storefronts shall not exceed 75% of Tenant's storefront width or maximum allowed length as directed in Tenant Exhibit Drawings

bb **Height:** Maximum letter heights are 30" for single line copy and 30" overall for double line copy Maximum contour panel height 36" or as approved by Landlord

cc Notwithstanding the above criteria, no sign shall exceed City of Austin criteria

3 SECONDARY STOREFRONT SIGNAGE (THE BLADE SPECS NEED TO BE REWRITTEN)

Blade Signs:

The Tenant is required to submit shop drawings detailing materials, dimensions, styles, spacing sections, letter height, width, and depth, PMS colors and typestyles for a double-faced "Blade Sign"

(1) The purpose of the blade signs is to identify the store entrance to shoppers along pedestrian paths

(2) The size of the sign shall be limited to 6 square feet per sign face Maximum height and width of sign determined by bracket type and location The thickness of the sign background must be at least 1" All letters on blade sign to be dimensional (minimum 1/8")

(3) The shape of the blade signs should differ from Tenant to Tenant Each Tenant's sign should be specifically designed to complement their individual style, emphasizing their corporate identity and/or product

(4) Tenants must provide blade sign design shop drawings to Landlord for approval

(5) Each blade sign is illuminated by external light sources The servicing and replacement of the light source is performed by Landlord at Tenant's expense

a **Entry Door/Storefront Window Signage**

(1) For the purpose of store identification, the Tenant may propose to the Landlord a design layout of Tenant name and/or registered trademark in one-color vinyl die-cut graphics for placement on the inside of entry doors Each door is permitted 1 square foot of vinyl die-cut sign area The area must be centered approximately 42" from grade

(2) For the purpose of additional store or brand/logo identification, the Tenant may also propose to the Landlord a design layout of store name or brand/logo in one-color vinyl die-cut graphics for placement on the inside of every other (alternating) display windows The maximum permitted area on each window may not exceed 1 square foot and placement must occur in the centered area measured a minimum of 8" inward toward the window's center from the vertical edges of the window and may not exceed 42" above grade

(3) Permanent store or brand/logo signage as a part of window background display is limited to 1 square foot of sign area per 1 lineal foot of store frontage

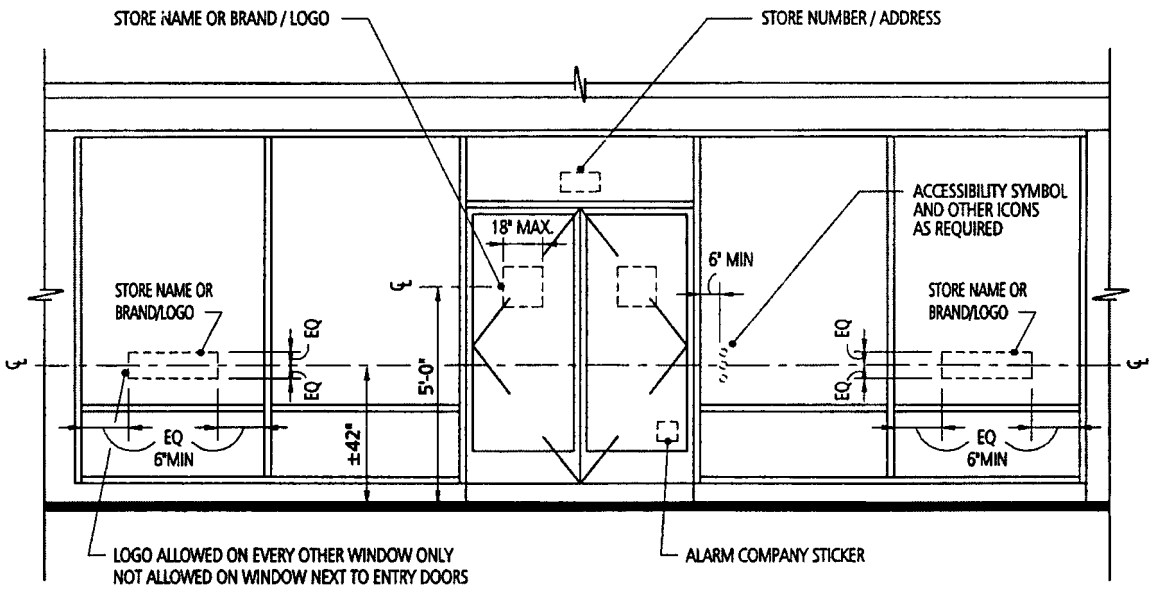
(6) Standard information signage icons such as no food, drink, smoking, etc shall be provided by Landlord only

(10) Handicap access stickers are permitted and shall be placed according to A D A or local jurisdiction under the supervision and approval of the Landlord

(11) The Landlord reserves the right to require a Tenant, at its expense, to remove any storefront signage it considers to be non-complying or unprofessional

See Exhibit G for details

Exhibit G Entry Door/Storefront Window



Elevation – Typical Storefront

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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

APPENDIX G

EAST 51ST STREET VISION PLAN
Summary of Recommendations



MUELLER

AUSTIN, TEXAS

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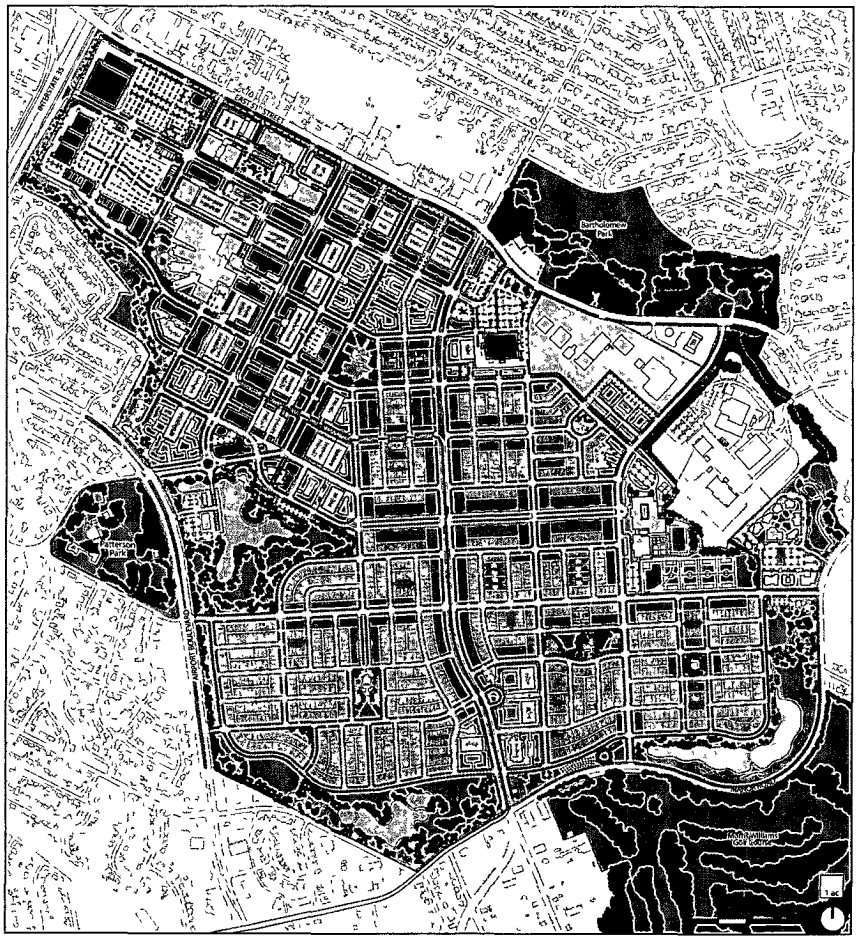
APPENDIX G

EAST 51ST STREET VISION PLAN
Summary of Recommendations

MUELLER

PREPARED FOR CATELLUS AUSTIN, LLC
BY McCANN ADAMS STUDIO IN ASSOCIATION WITH KINNEY & ASSOCIATES

FEBRUARY 14, 2012


Metric
Bartholomew Park
Patterson Park
Govalle Park
Rosewood Park
Rosewood Park
Rosewood

BACKGROUND

A fundamental goal of the new Mueller community is that it should contribute positively to the quality of life of surrounding neighborhoods Rather than a place apart, it has always been envisioned as a seamless extension of the neighborhood fabric, offering new amenities, appropriate transitions and connections, while creating a more intensive and diverse pattern of uses Along the eastern, western and southern edges of the development, a continuous greenway with water quality and detention ponds provides an attractive trail system that links the adjacent neighborhoods with Patterson and Bartholomew Parks and the Morris Williams Golf Course, a goal first established in the 1984 CARE plan, authored by the surrounding neighborhoods

The 51st Street frontage along the northern edge of Mueller has a more urban character, the Master Plan provides for mixed-use development oriented to a multi-use trail with connections to the perimeter greenway system (Figure 1) The 2000 Reuse and Redevelopment Plan, and the subsequent 2004 Design Book which was incorporated into the City's Development Agreement with Mueller's master developer Catellus, calls for 51st Street to be reserved as a multi-modal boulevard with provisions for future urban rail along a center median As such, the Plan requires new Mueller development to step back from the existing 51st Street property line by 60-feet, to reserve future right-of-way for urban rail The Plan identifies an interim condition for the street, and a future ultimate condition to accommodate urban rail (Figure 2)

With the planned development of AISD's Performing Arts Center at the corner of Mueller Boulevard and 51st Street, and with the City's urban rail plan nearing completion, the attention to 51st Street's role and design has re-emerged and questions have arisen is the concept of exclusive-running urban rail along the median of the street consistent

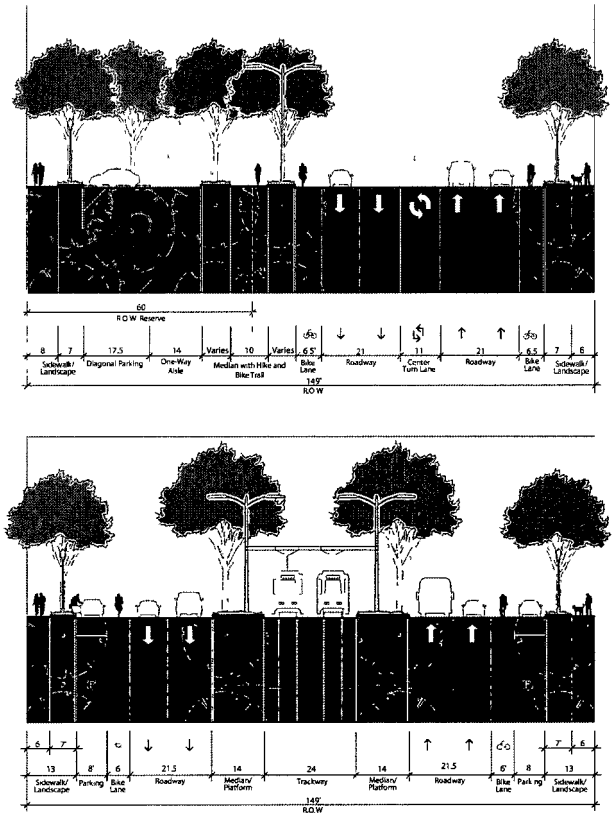


Figure 2:
51st Street Interim and Ultimate Conditions

with the City's rail plan, and is such a street consistent with the vision of the adjoining neighborhoods, particularly that of Windsor Park immediately to the north and Mueller to the south? In the spring of 2011, Catellus commissioned McCann Adams Studio and Kinney & Associates to undertake a planning and design process to re-visit the question of 51st Street The goal of the study was articulated as follows

"To establish a coordinated vision for East 51st Street between IH 35 and Old Manor Road, where the street provides important frontage for both the Mueller and Windsor Park neighborhoods Through this effort, a dialogue will be established among key stakeholders to develop recommendations that can guide future public and private sector investment toward the realization of the vision "

Planning Process

A Working Group consisting of key neighborhood stakeholders, property owners transportation agencies and the City of Austin was assembled to guide the planning effort (A complete listing of Working Group members is provided in Appendix 1) Two workshop sessions were held with the Working Group in September and November of 2011 The first of these sessions provided an overview of existing plans and policies, issues and opportunities, and culminated in a brainstorming of design strategies for the street and the nature of development alongside (Appendix 2 provides the powerpoint presentation for this session) The second session focused on specific recommendations and the proposed design of the street cross section (Appendix 3 provides the powerpoint presentation for this session)

To inform these Working Group sessions, separate focus group meetings were held to discuss specific issues and topics These included

- A work session on August 17th with transportation agencies (TxDOT, CAMPO, Capital Metro and the City of Austin) to discuss plans and policies related to 51st Street,
- A work session on August 29th with representatives from the Windsor Park/University Hills Neighborhood Contact Team to discuss the neighborhood's vision for the corridor and the policies of their neighborhood plan, which was adopted in 2007, and
- Work sessions with key property owners (e g , PromiseLand Church, Our Lady of Maronite Church and The University of Texas) to discuss their respective Master Plans and to review preliminary recommendations and concepts

During the planning process, two presentations were made to the Mueller Plan Implementation Advisory Commission (PIAC) to

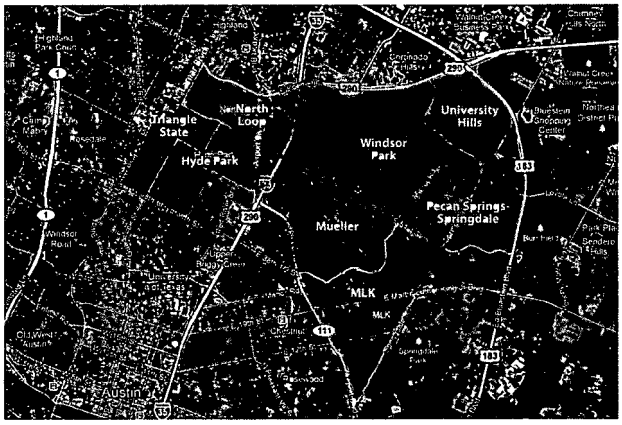


Figure 3:
51st Street Regional Context

inform them of the status of work and to receive input In addition, presentations were made to the Windsor Park Neighborhood Association and have been scheduled for the Mueller Neighborhood Association

Context and Character

51st Street is an important collector road that stretches across the northern edge of the Central City from Lamar Boulevard on the west to Ed Bluestein Boulevard (Highway 183) on the east It connects key destinations and neighborhoods, including Hyde Park and North Loop on the west and Windsor Park, Mueller, Pecan Springs and the MLK neighborhoods on the east (Figure 3) The character of the street changes significantly from one segment to the next Proceeding east to west

- Between Highway 183 and Springdale Road it is a divided four-lane roadway with a continuous median and no sidewalks or bike lanes (Photo 1)

- Between Springdale Road and Old Manor Road, the right-of-way narrows, the median is no longer present, and the street is lined with a mixture of single-family homes and institutional uses Sidewalks are intermittent and there are no bike lanes (Photo 2)

- As the road meets the Mueller development between Old Manor Road and Berkman Drive, it is lined by Bartholomew Park on the north and the Austin Film Studios and the City's Combined Transportation Emergency and Communication Center (CTECC) on the south giving it a park-like character (Photo 3)



Photo 1 Between US 183 and Springdale Road

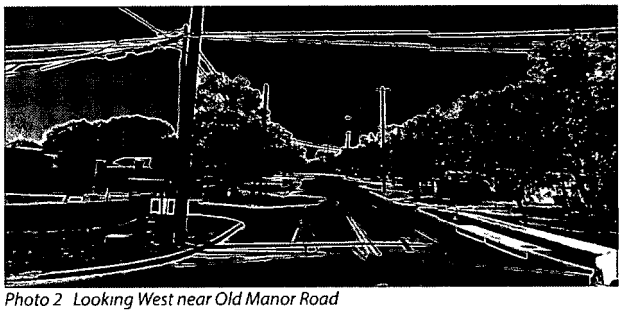


Photo 2 Looking West near Old Manor Road

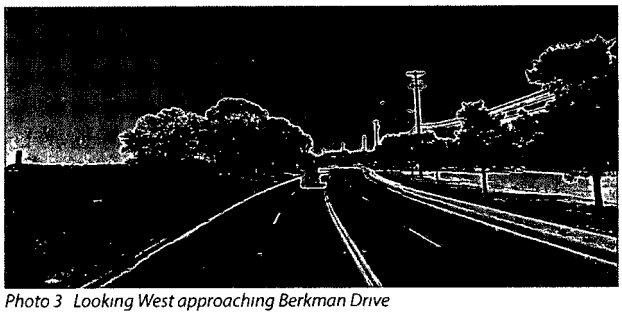


Photo 3 Looking West approaching Berkman Drive

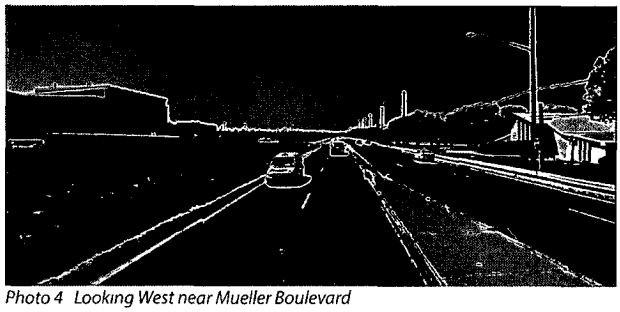


Photo 4 Looking West near Mueller Boulevard

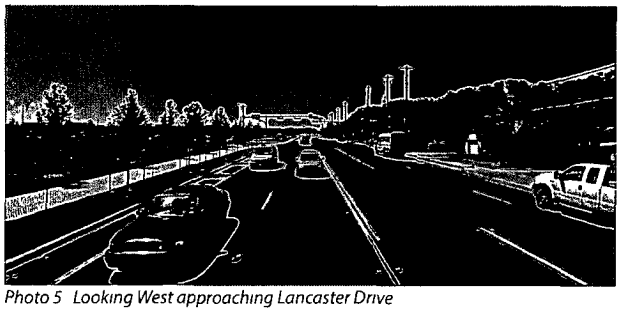


Photo 5 Looking West approaching Lancaster Drive

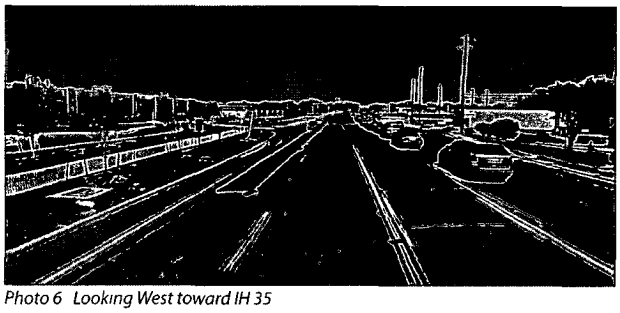


Photo 6 Looking West toward IH 35

- West of Berkman Drive to IH 35, the roadway widens to a five-lane section with narrow curbside bike lanes On the Mueller side of the road, much of the land remains undeveloped with no sidewalks west of Mueller Boulevard AISD's Performing Arts Center is planned at the southeast corner of 51st Street and Mueller Boulevard On the north side of the street, there is a narrow sidewalk and the land use pattern is mixed with large institutional uses like PromiseLand and the Maronite Church, smaller apartments and single-family homes (Photo 4)

- Between Mueller Boulevard and Lancaster Drive, the University of Texas' Academic Health campus is situated on the south side of the street Although only the first building of the complex has been constructed on Barbara Jordan Boulevard to the south, a continuous multi-use trail lined with trees has been completed along 51st Street Future phases of the development will front 51st Street (Photo 5)

- Between Lancaster Drive and IH 35, Mueller's regional retail center occupies the south side of the street The tree-lined multi-use trail continues along this edge connecting to Mueller's perimeter greenway system (Photo 6)

- West of IH 35 to Airport Boulevard, the roadway passes through the Ridgetop and North Loop neighborhood and reverts to a four-lane cross section The character changes dramatically with small apartments and single-family bungalows lining the street There are no bike lanes and pedestrian facilities are limited to a narrow sidewalk on the north side of the street (Photo 7)

- As the street heads further west beyond Airport Boulevard, it narrows to a two-lane cross section with bike lanes (Photo 8)



Photo 7 Between IH 35 and Airport Boulevard

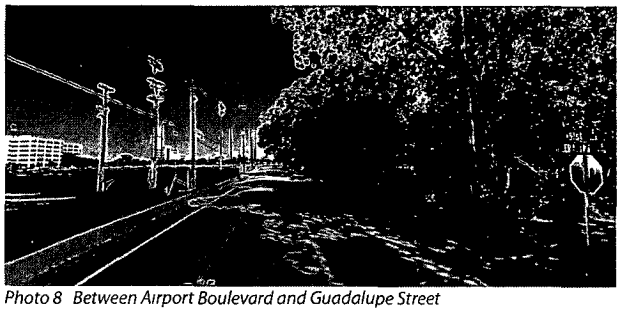
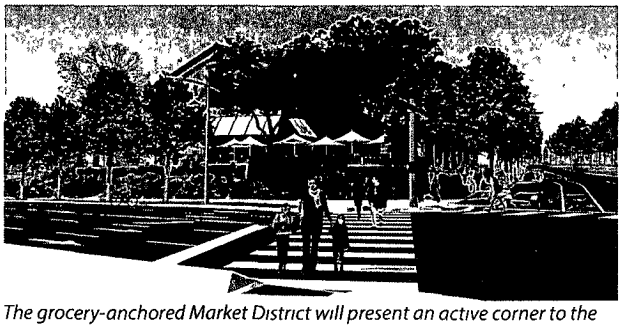


Photo 8 Between Airport Boulevard and Guadalupe Street

Land Use and Ownership Pattern

The diverse pattern of land uses along the corridor between IH 35 and Old Manor Road reflects the fact that 51st Street was once a dividing line between the airport and the Windsor Park neighborhood East of Berkman Drive, the land on both sides of the street is in large publicly owned parcels The City's Parks and Recreation Department operates Bartholomew Park on the north, and it leases 20 acres of former airport land to the Austin Film Studios on the south The State of Texas leases its former Airport Pooling site to Troublemaker Studios, and the City's CTECC complex occupies approximately nine acres of airport property (Figure 4)

The Mueller development along the south side of 51st Street includes several large mixed-use tracts, including the grocery-anchored Market District at the southeast corner of Berkman Drive and 51st Street, AISD's Performing Arts Center, the University of Texas Academic Health Research Campus, and the Regional Retail complex, which includes Home Depot and a planned extended stay hotel at the southwest corner of Lancaster Drive and 51st Street



The grocery-anchored Market District will present an active corner to the Berkman Drive and 51st Street intersection

On the north side of the street west of Berkman Drive, there are several large property holdings including the PromiseLand campus, the Maronite Church, a gas station and convenience store (Speedy Stop) at Berkman Drive, and the Lone Star Restaurant supply site near IH 35 Between these sites are a mixture of smaller parcels, including single-family homes (now used for commercial purposes including Paco's Tacos) and small apartment buildings

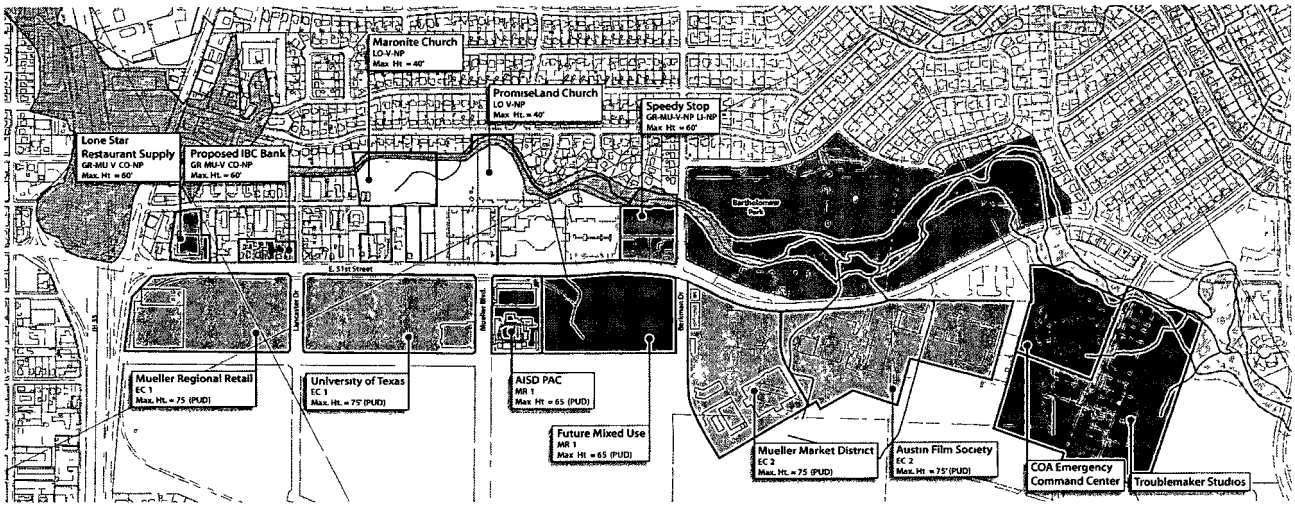


Figure 4:
51st Street Corridor Major Properties

NEIGHBORHOOD PLANS AND LAND USE POLICIES

51st Street borders both the Windsor Park and Mueller neighborhoods A key motivation of this Vision Plan is to promote coordinated development along both sides of the street and a common vision for its transportation role and streetscape treatment The following provides a summary of the key land use policies that will guide the future scale and character of the corridor

Existing Zoning

As shown in Figure 5, the zoning on the north side of 51st Street is a mix of commercial designations, including LO-MU (Limited Office/ Mixed Use) that provides for low-intensity office and commercial uses up to 40 feet in height on the PromiseLand and Maronite Church properties and GR-MU (General Retail/Mixed Use) that allows for commercial mixed-use up to 60 feet in height on most of the other fronting properties The Neighborhood Plan opted for a Vertical Mixed Use zoning designation, which provides incentives for affordable housing as an upper level use along the corridor The Future Land Use Map (FLUM) (Figure 6) designates the church properties as Civic and most of the remaining private properties as Mixed Use On the south side of the street, Mueller is governed by a Planned Unit Development (PUD) zoning, which was adopted in 2004 and amended in 2009 This zoning provides for a mix of commercial and residential uses along 51st Street, with heights ranging from 65 to 75 feet

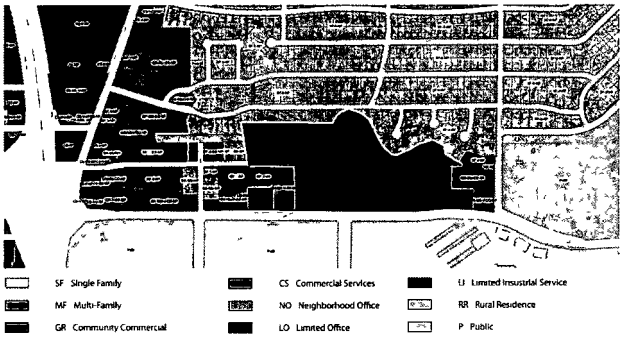


Figure 5:
City of Austin Zoning

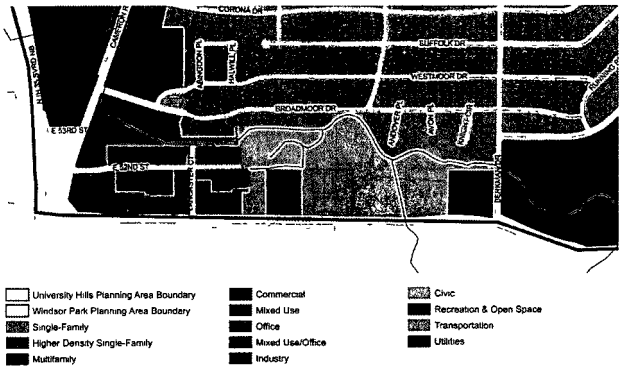


Figure 6:
Future Land Use Map

University Hills/Windsor Park Neighborhood Plan

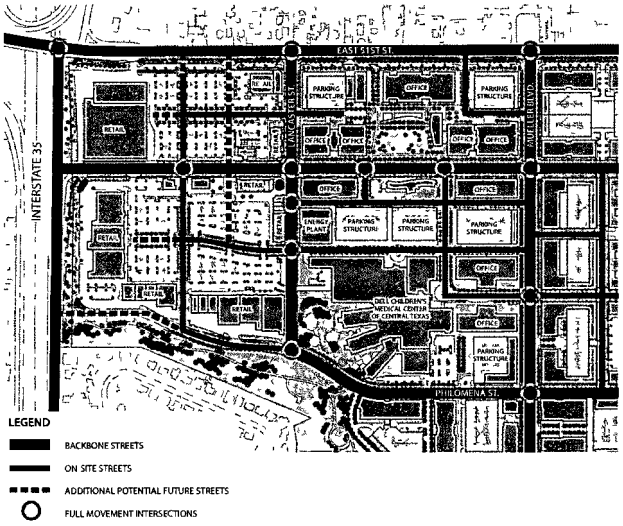
The University Hills/Windsor Park Neighborhood Plan, adopted in 2007, envisions 51st Street as a "pedestrian-friendly street with businesses that support both the neighborhoods north of 51st Street and the proposed businesses and land uses within Mueller" As such, the Plan provided for the properties along the frontage to be rezoned to commercial mixed-use, automobile-oriented businesses are discouraged by the Plan, and the VMU designation was adopted to promote additional affordable housing The Commercial Design Standards (Sub-chapter E) require development to be oriented to the street and to provide sidewalks with a minimum width of 15 feet In addition, the Plan emphasizes the need for the neighborhoods north of 51st Street to "remain buffered from future traffic and more intensive land uses along the corridor and within Mueller" At the same time, the Plan calls for stronger pedestrian connectivity between Mueller and Windsor Park, including the concept of a trail linkage across Tannehill Creek through the PromiseLand campus

Mueller Design Book

The Mueller Design Book provides design guidelines for all future development within the Planned Unit Development Administered by a design review body known as the New Construction Council (NCC), it calls for

- A finer pattern of streets and blocks to provide for future intensification (Figure 7)
- Continuous tree-lined sidewalks along all streets and driveways
- A hike and bike trail along 51st Street, linked to Mueller's greenway system
- Buildings oriented to 51st Street with setbacks no more than 10 feet from the property line along 75% of each property's edge between Lancaster and Berkman,
- Active ground level uses to the extent practicable, and
- Four-sided architecture, with no themed buildings

At Berkman Drive, it calls for an active "gateway" use (e g , retail or restaurant) to be located at the intersection with 51st Street, and for all development east of the intersection to be set back by at least 40 feet to preserve the existing trees and parkway character of this part of the corridor



The Mueller Design Book calls for a finer pattern of streets and blocks that allow for future intensification of the regional retail, hospital and educational/research uses

TRANSPORTATION POLICIES AND INITIATIVES

At the outset of the Vision Study, a focus group work session was conducted with key agencies involved in defining the transportation role of the 51st Street corridor, including CAMPO, TxDOT, Capital Metro and the City of Austin From this session it became clear that the transportation role of 51st Street is still undefined, and that there is an opportunity to influence its future design and configuration It also became clear that the 60-foot urban reserve, provided for in the 2000 Mueller Reuse and Redevelopment Plan, was not needed to meet any of the planned transportation functions of the corridor Some of the key findings of this outreach included the following

- Because 51st Street between IH 35 and Berkman Drive is projected to carry up to 38,000 vehicles per day (Figure 7), it will need to maintain its five-lane configuration East of Berkman Drive, it may be possible to reduce the number of lanes from four to three, provided that adequate turning movements are provided at intersections The City of Austin is considering a "road diet" for this segment of 51st Street
- TxDOT is planning improvements at the IH 35 and 51st Street interchange, including the enhancement of pedestrian and bike facilities on the 51st Street overcrossing of the freeway, and the construction of a new off-ramp beneath the bridge that will connect the IH 35 northbound service road to 53rd Street at Cameron Road providing more convenient and direct access from the freeway to Windsor Park (Figure 8)
- The City of Austin is exploring the feasibility of roundabouts at key intersections throughout the City, including one at 51st Street and Berkman Drive Roundabouts have been shown to improve vehicular movement, while calming traffic and enhancing pedestrian and bicycle safety (Figure 9)

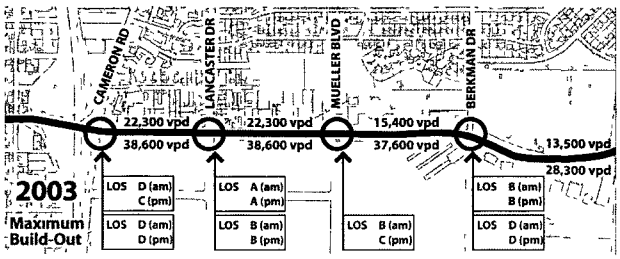


Figure 7:
Traffic Projections (Source: Mueller TIA)



Figure 8:
IH 35 Interchange Improvement (Source: TXDOT)

- The City's Urban Rail plan is exploring the feasibility of a Mueller rail alignment that will terminate in the vicinity of Berkman Drive and Philomena Street, but that could in the future extend northward on Berkman through Windsor Park to a park and ride station along US 290 (Figure 10)
- Catellus is pursuing the construction of cycle tracks along Mueller Boulevard and Berkman Drive that will provide for a bike route separated from traffic by a raised median and parallel parking Cycle tracks have been shown to significantly increase bike ridership, because of their enhanced safety (Figure 11)

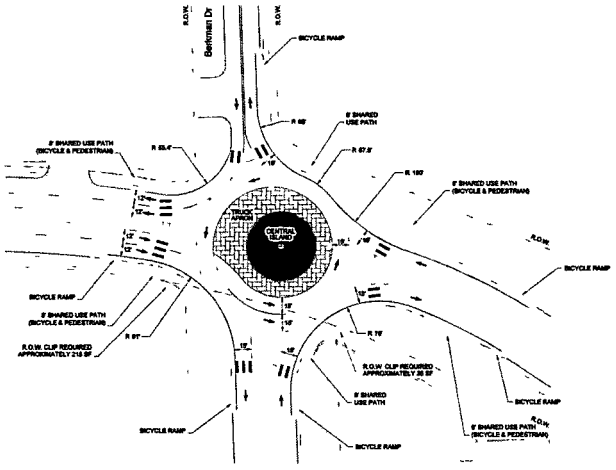


Figure 9:
Roundabout Concept for Berkman Drive

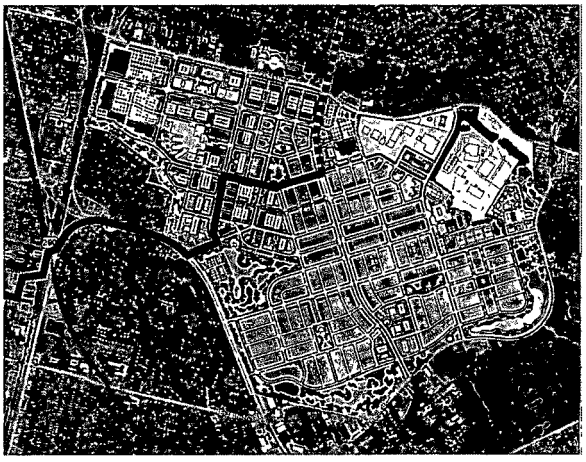


Figure 10:
Potential Urban Rail Alignment



Figure 11:
Cycle Tracks

THE VISION FOR 51ST STREET

At the first workshop with the Working Group, a series of questions were asked to help establish a coordinated vision for the corridor Through a visual preference exercise (Appendix 2), the Working Group expressed the following opinions

- **What transportation role should 51st street play in the future?** Traffic should be calmed and speeds reduced West of Berkman Drive, on-street "teaser" parking should be provided on both sides of the street to encourage ground floor retail uses A wide landscaped median should be introduced to reduce the perceived width of the street in this segment, and to provide for safer pedestrian crossings Canopy trees should be planted to provide generous shade



- **What kind of bicycle facilities should 51st Street have (bike lanes, off-street trails and/or separated cycle tracks)?**

Separated cycle tracks were preferred by most of the Working Group, because of the reduced conflict with moving traffic and parked cars The need for a continuous bike lane along the length of the entire 51st Street corridor was emphasized



- **What kind of sidewalks should 51st Street have (a hike and bike trail, or a more urban sidewalk with development activities alongside)?**

The group felt strongly that the segment of the street west of Berkman should be more urban with wide sidewalks and lots of pedestrian-friendly uses on both sides of the street East of Berkman, a hike and bike trail was felt to be appropriate to extend the parkway character of Bartholomew Park and to provide connectivity with the Mueller greenway system





- **What would make 51st Street beautiful (a wide street with lots of greenery, or a street framed by great buildings)?**

A majority of the Working Group felt that the segment of the street east of Berkman should be characterized by landscaping and greenery, while the portion to the west should be framed by buildings that offer spatial definition and pedestrian activity The group felt that the height of buildings needs to be carefully considered to promote an appropriate transition to the neighborhood to the north





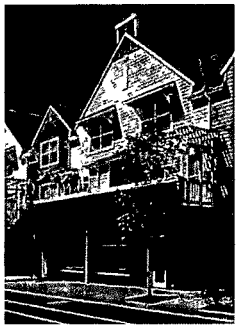
- **Should on-street parking be provided on 51st Street, and if so how?**

Most of the Working Group strongly favored on-street parking west of Berkman Drive to support active retail and neighborhood-serving uses Parallel or diagonal parking were deemed to be acceptable, as long as bulb-outs could be provided to reduce the width of pedestrian crossings



- **How should buildings contribute to the street (residential uses that put "eyes on the street", active retail and restaurant uses, a combination of live and work uses, or uses set back for landscape and greenery)?**

Consistent with the responses above, a majority of the Working Group felt strongly that retail and restaurant uses, office and a combination of live and work uses should be encouraged along both sides of the street west of Berkman Drive They emphasized the need for buildings to be oriented and built to the street to reinforce the pedestrian character of the corridor





When asked to describe their highest single priority for the street, half of the respondents emphasized the need for activities to bring life and vitality to the corridor A quarter of the group felt that the most important priority was to calm traffic to make it safer for pedestrians and cyclists Others called for reducing the width of the street to make it easier to cross Only a small minority felt that the top priority should be to ensure more efficient traffic flows

As a result of this input, the following three vision statements were established for the street



VISION STATEMENT 1:

51ST Street is a multi-modal urban street that accommodates safe pedestrian and bicycle movement as well as calm vehicular traffic.



VISION STATEMENT 2:

51st Street west of Berkman Drive is lined with buildings and developments that promote a safe, interesting and lively pedestrian environment, with strong linkages and an appropriate scale transition to the Windsor Park neighborhood



VISION STATEMENT 3:

East of Berkman Drive, 51st Street is a narrow parkway with generous landscaping, bike lanes and trails alongside.





51st Street from the corner of Mueller Boulevard looking east

PLAN RECOMMENDATIONS

With the Working Group reaching significant consensus on the vision of the corridor, the consultants explored various cross sections for the street with the City of Austin's Transportation Department and its Planning and Development Review Department Policy recommendations for development were also prepared in tandem with recommendations for the design of the street and the right-of-way The following describes the recommended street design and development policies for the segment of the street east of Berkman Drive, the segment between Berkman Drive and Lancaster Drive, and for the westernmost segment between Lancaster and IH 35

East of Berkman Drive to Old Manor Road

- The segment of the roadway between Berkman Drive and Old Manor Road should be re-striped within the existing curbs as a three-lane roadway with continuous curbside bike lanes, and a continuous tree-lined sidewalk or trail on each side of the street (Figure 12) (Note For continuity, it is assumed that the City will extend this striping eastward to Manor Road)

- New Mueller buildings 75 feet or more east of the Berkman Drive intersection, should be set back from 51st Street by at least 40 feet with generous landscaping and trails that extend the park setting of Bartholomew Park

- Surface parking lots should be well-screened with trees and landscaping and set back from the property line by at least 10 feet

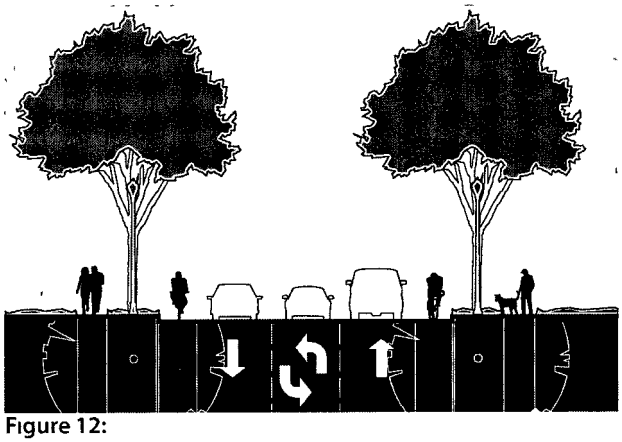


Figure 12:
Manor Road East of Berkman Drive Re-striped



East of the Berkman intersection development should be set back by at least 40 feet and screened with generous landscaping

Berkman Drive to Lancaster Drive

- Between Lancaster Drive and Berkman Drive, Mueller's 60-foot urban reserve for future rail should be removed and the cross section of 51st Street should be retrofitted to include (Figure 13)
    - A landscaped median with (left turn lanes) at key intersections (i e , Lancaster Drive, Mueller Boulevard, Aldrich Street, Berkman Drive),
    - On-street parallel parking on both sides of the street to support local businesses (see bullet below),
    - One-way cycle tracks along each curb, separated from parallel parking and vehicular traffic by a raised median,
    - Generous tree-lined sidewalks, and
    - Pedestrian cross walks with intersection bulb-outs and median refuge areas
- In 2007, the Austin City Council adopted a policy (Resolution No 20070125-016) requiring a 10-foot maneuvering lane adjacent to parallel parking stalls on streets where the posted speed limit exceeds 35 miles per hour Since, the posted speed limit for this segment of East 51st Street is 40 miles per hour and since the desire of the community is to reduce the perceived and actual width of the street, it is recommended that the posted speed limit be reduced to 35 miles per hour In order to accomplish this, a study should be undertaken to show that traffic speeds will naturally reduce to 35 miles per hour or less, with the active uses and enhanced bicycle and pedestrian environment proposed for the corridor With approval of a reduced posted traffic speed, an engineering report will then be required by the City to demonstrate that the proposed location and configuration of parallel parking spaces will not impact the critical capacity of the street
- At least 75% of each property's frontage along the south side of 51st Street edge should be lined with office, commercial, residential, shop house or live-work buildings that present their front entries to the street Parking lots and garages should be screened from predominant view from 51st Street
- The recommended height of new development within Mueller's existing urban reserve should not exceed 60 feet, to respect the scale of future development on the north side of the street
- Buildings along the north side of the street should meet the City's Commercial Design Standards set forth in Subchapter E of the Land Development Code
- New development within 75 feet of the intersections of Lancaster Drive, Mueller Boulevard, Aldrich Street and Berkman Drive should include active ground level commercial

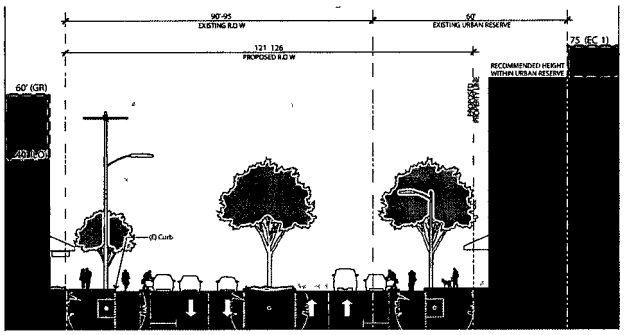


Figure 13:
E. 51st Street Section Lancaster Drive to Berkman Drive

or live-work uses having their primary pedestrian entries oriented to the street Automobile entries and curb cuts should be minimized to the maximum extent practicable

- Awnings are encouraged on buildings facing the street to provide shade and rain protection

West of Lancaster Drive to IH 35

- Between IH 35 and Lancaster Drive, Mueller's 60-foot urban reserve and frontage road should be maintained, but the cross section of 51st Street should be retrofitted to include (Figure 14)
    - A landscaped median with left turn lanes for Home Depot, and

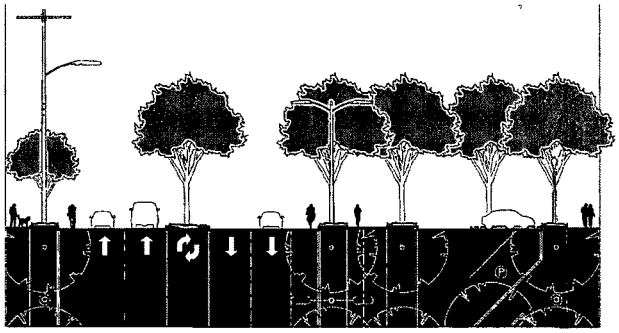


Figure 14:
West of Lancaster Drive to IH 35

- Improved tree-lined sidewalks along the north side of the street to be constructed as adjacent development projects occur

- At least 35% of each property's frontage along the south side of 51st Street should be lined with office, commercial, residential, shop houses or live-work buildings with their primary or secondary entries oriented to the street Parking lots should be screened with generous landscaping and situated no closer than 10 feet from the property line Parking garages shall not be in the dominant viewshed along the frontage

- New development along the north side of the street should meet the City's Commercial Design Standards set forth in Subchapter E of the Land Development Code

- New development within 75 feet of the Lancaster Drive intersection should include active ground level commercial or live-work uses having their primary pedestrian entries oriented to the street or to the frontage road along the south side of the street

Landscape

- Large canopy trees should be incorporated along both sides of the street and in the median to provide a continuous boulevard of green The feasibility of realigning, upgrading or undergrounding the existing power lines on the north side of 51st Street to reduce their visual and landscape impact should be explored with Austin Energy

Implementation

- Continue to coordinate with other planning and transportation initiatives in the vicinity of 51st Street including the Airport Boulevard Transportation Corridor Study and Form Based Code Initiative, TxDOT's improvement of the IH 35/51st Street interchange, and the City of Austin's exploration of traffic circles at Berkman Drive and 51st Street

- PromiseLand and the Maronite Church should be encouraged to work together to reinforce the overall vision of 51st Street and the University Hills/Windsor Park Neighborhood Plan The churches have the opportunity to develop master plans aimed at meeting their programmatic needs and guiding future redevelopment in a way that provides for

    - The orderly replacement of vacant land and surface parking lots with new activities, buildings and open spaces that enhance the pedestrian life and vitality of the corridor,
    - Consolidation and reduction of the number of driveways and curb-cuts along 51st Street to avoid disruption of the pedestrian and cycling environment,
    - Internal streets that break up the large superblock and provide connectivity among properties,
    - Traffic circulation that does not have a negative impact on adjacent neighborhoods, and
    - At least one pedestrian/bicycle trail connection across Tannehill Creek to connect the Windsor Park neighborhood with the 51st Street corridor and Mueller

- Coordinate with the City of Austin to place the recommended improvements for 51st Street in the 2012 transportation bond package The project is a very good candidate for the bond package, since it adheres to the guiding principles set forth by the Capital Planning Office and the Bond Election Advisory Task Force More specifically

    - The Vision Plan reflects the values and priorities of the City's Comprehensive Plan *"Imagine Austin"*, by promoting "connected and pedestrian-friendly patterns" of development that support "transit and urban lifestlyes while protecting and enhancing neighborhoods "
    - It promotes enhanced mobility and transportation choices with improved bicycle and pedestrian facilities,

    It will enhance the quality of life for residents and businesses along the corridor, and

    It will leverage other funding sources including private infrastructure investment by Catellus and the Mueller development

- Prepare materials to support a reduction of the posted travel speed on 51st Street, and an engineering report that supports the location of on-street parking between Lancaster and Berkman drives

APPENDIX 1
WORKING GROUP MEMBERS

Windsor Park Neighborhood

Jeanette Swenson
Rick Krivoniak
Stafford Gunning
Greg Montes

Ridgetop Neighborhood

Martha Ward

Pecan Springs Neighborhood

Stephanie Tsen

Mueller Neighborhood

Betsy Hilton

PromiseLand

Shules Hersh

Our Lady's Maronite Catholic Church

M Don Sawyer
Jimmy Nassour
Roger Elkhoury

University of Texas

Dave Dixon

Austin Independent School District

Flo Rice

Austin Film Society

Martin Parrington

PIAC

Jim Walker

City of Austin

Pam Hefner
Gordon Derr
Nathan Wilkes

Catellus

Greg Weaver
Carl Paulson
Dee Desjardin

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APPENDIX 2

SEPTEMBER 2011
51ST STREET WORKING GROUP
PRESENTATION AND VISUAL PREFERENCE EXERCISE

EAST 51ST STREET VISION PLAN
WORKING GROUP WORK SESSION

September 22, 2011



51 STREET VISION PLAN

Process and Schedule

August 17: Transportation Focus Group Meeting

August 29: Windsor Park Focus Group Meeting

TODAY 51st Street Working Group Session #1

September-October: Draft recommendations & strategies. Meet with stakeholders as needed.

Late October: Working Group Session #2

November: Present results to PIAC

51 STREET VISION PLAN

Agenda

1. INTRODUCTIONS
2. PURPOSE OF STUDY
3. STUDY PROCESS AND SCHEDULE
4. 51ST STREET TODAY
5. 51ST STREET TOMORROW
6. STAKEHOLDER PRIORITIES

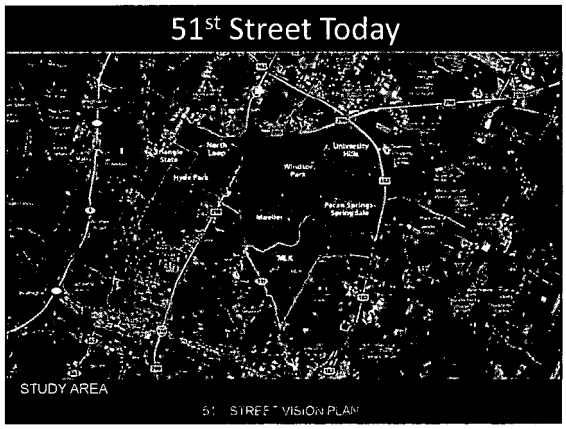
51 STREET VISION PLAN

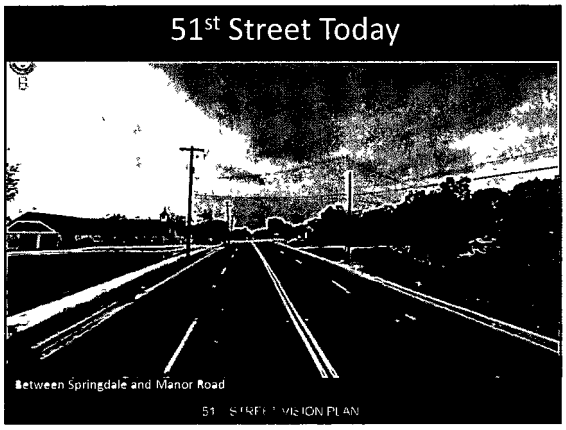
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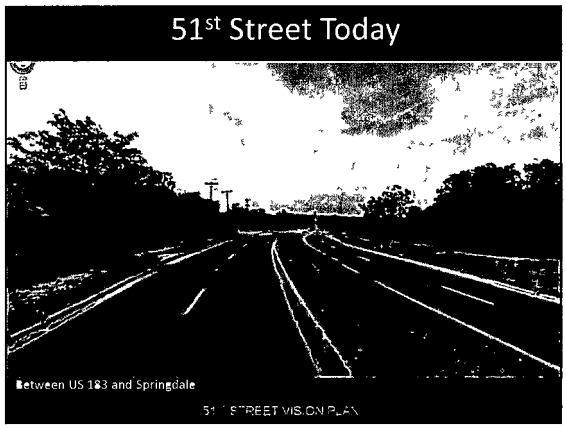


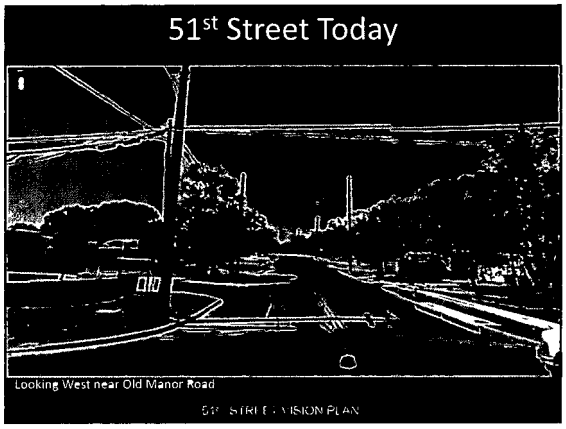
CITY CONTEXT

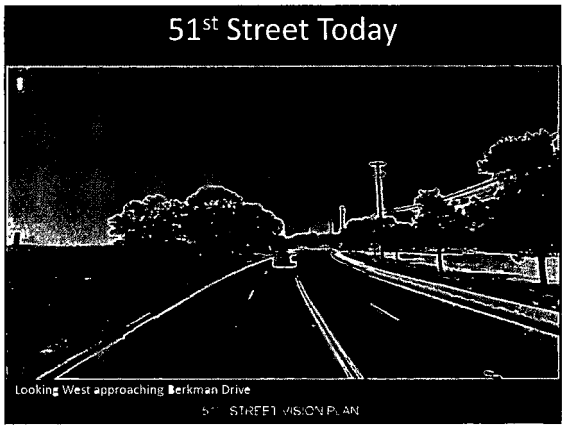
51 STREET VISION PLAN

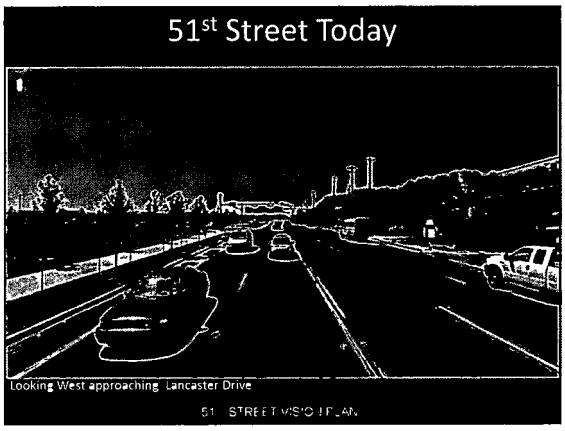

51st Street Today
STUDY AREA
51 STREET VISION PLAN

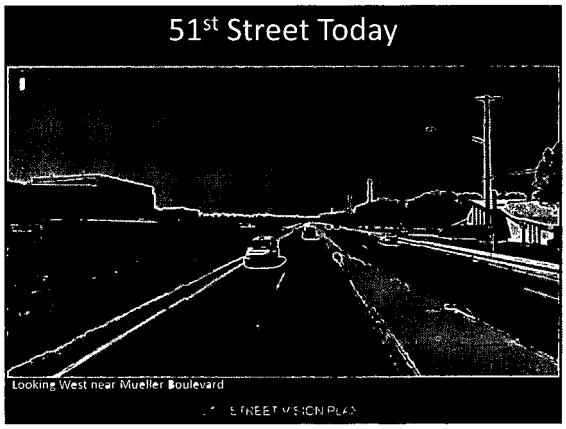

51st Street Today
Between Springdale and Manor Road
51 STREET VISION PLAN


51st Street Today
Between US 183 and Springdale
51 STREET VISION PLAN


51st Street Today
Looking West near Old Manor Road
51 STREET VISION PLAN

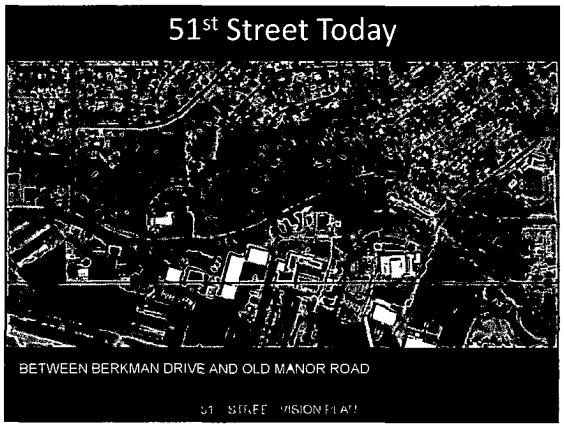

51st Street Today
Looking West approaching Berkman Drive

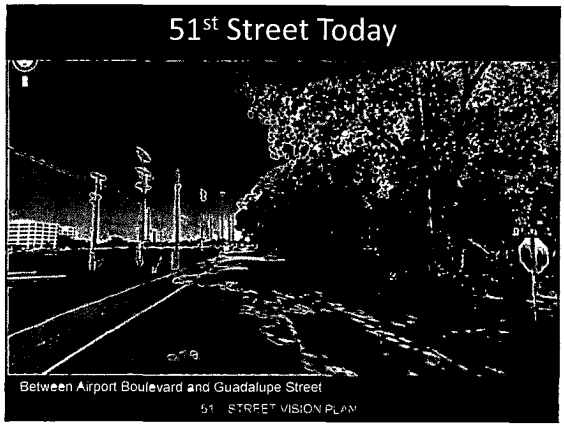

51st Street Today
Looking West approaching Lancaster Drive

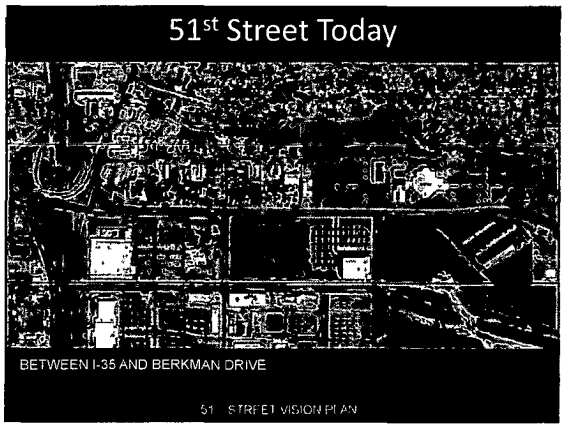

51st Street Today
Looking West near Mueller Boulevard

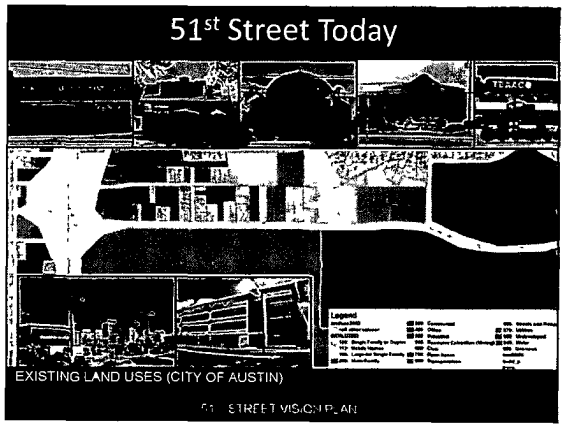

51st Street Today
Looking West toward IH-35

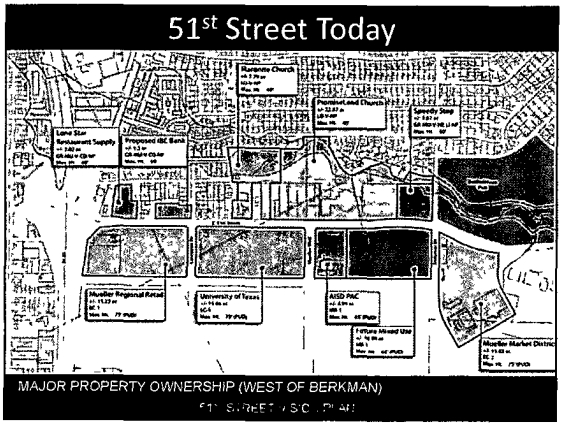

51st Street Today
Between I-35 and Airport Boulevard

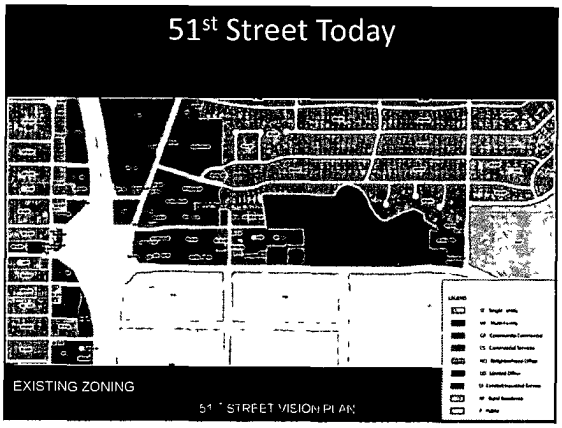

51st Street Today
BETWEEN BERKMAN DRIVE AND OLD MANOR ROAD

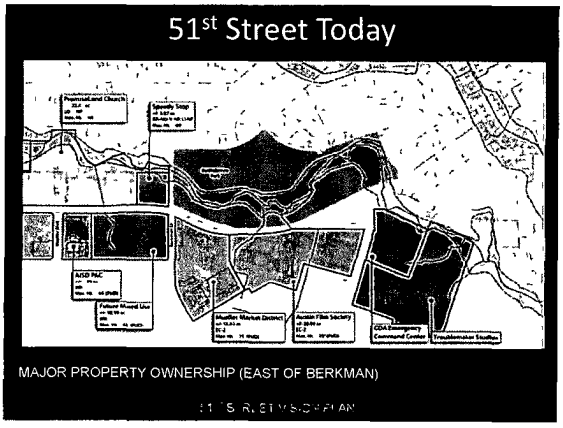

51st Street Today
Between Airport Boulevard and Guadalupe Street
51 STREET VISION PLAN


51st Street Today
BETWEEN I-35 AND BERKMAN DRIVE
51 STREET VISION PLAN


51st Street Today
EXISTING LAND USES (CITY OF AUSTIN)


51st Street Today
MAJOR PROPERTY OWNERSHIP (WEST OF BERKMAN)


51st Street Today
EXISTING ZONING


51st Street Today
MAJOR PROPERTY OWNERSHIP (EAST OF BERKMAN)

51st Street Tomorrow

University Hills/Windsor Park Neighborhood Plan

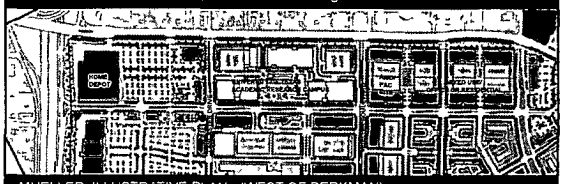
- *Transform 51st Street into a pedestrian-friendly street with businesses that support both the neighborhoods north of 51st and the proposed businesses and land uses within Mueller.*
  - Rezone properties to commercial mixed use.
  - Restrict automobile-oriented businesses.
  - Vertical Mixed Use to promote additional/affordable residential.
  - A Core Transit Corridor with pedestrian-friendly design elements.
- *Ensure that the neighborhoods north of 51st Street remain buffered from future traffic and more intensive land uses along the corridor and within Mueller.*

51st STREET VISION PLAN

51st Street Tomorrow

Mueller Design Book

- A finer pattern of streets and blocks to provide for future intensification.
- Continuous tree-lined sidewalks along all streets and driveways.
- 51st Street hike and bike Trail linked to Mueller Greenway system.
- Buildings 10 feet from property line for 75% of frontage east of Lancaster.
- Active ground level uses to extent practicable.
- Four-sided architecture; no themed buildings.

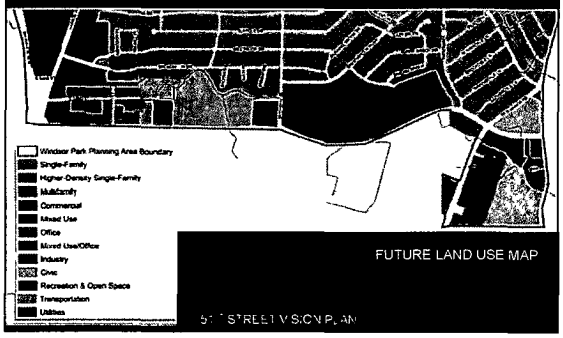


MUELLER: ILLUSTRATIVE PLAN: (WEST OF BERKMAN)

51st STREET VISION PLAN

51st Street Tomorrow

University Hills/Windsor Park Neighborhood Plan



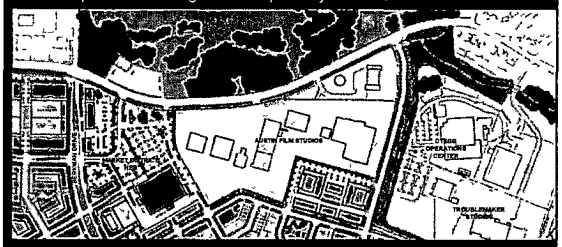
FUTURE LAND USE MAP

51st STREET VISION PLAN

51st Street Tomorrow

Mueller Design Book

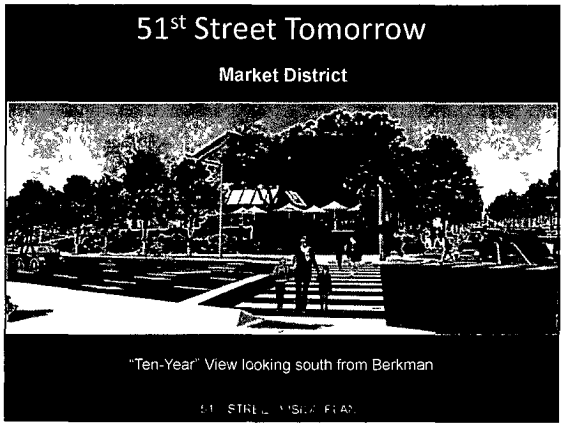
- Active "gateway" use at Berkman Drive.
- Setback of 50 feet east of Berkman and along Austin Film Sudios to preserve existing trees and parkway character

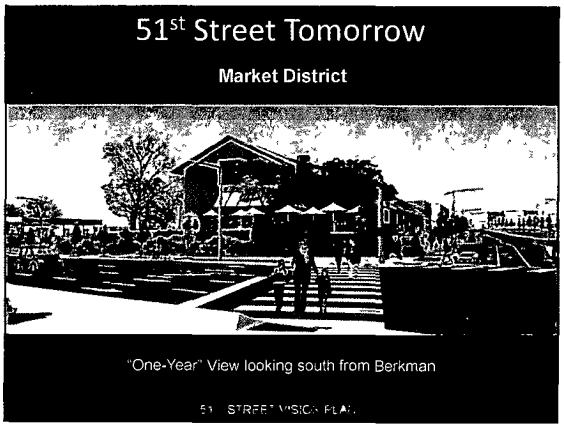


MUELLER: ILLUSTRATIVE PLAN: (EAST OF BERKMAN)

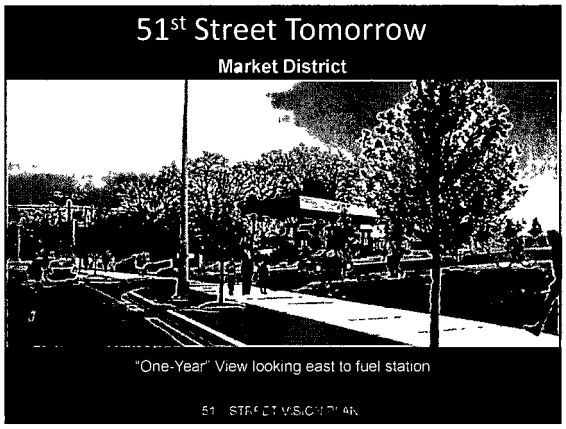
51st STREET VISION PLAN

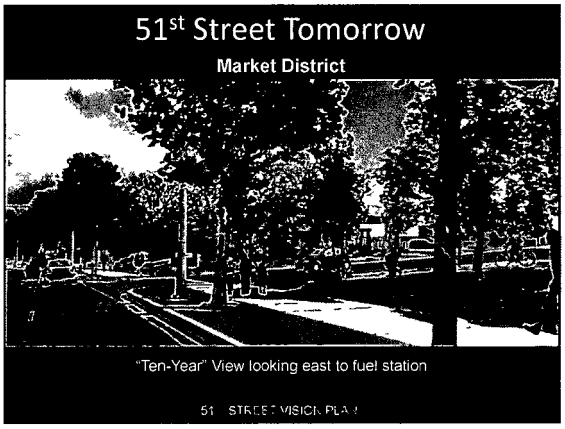

51st Street Tomorrow
Market District
Existing View looking south from Berkman

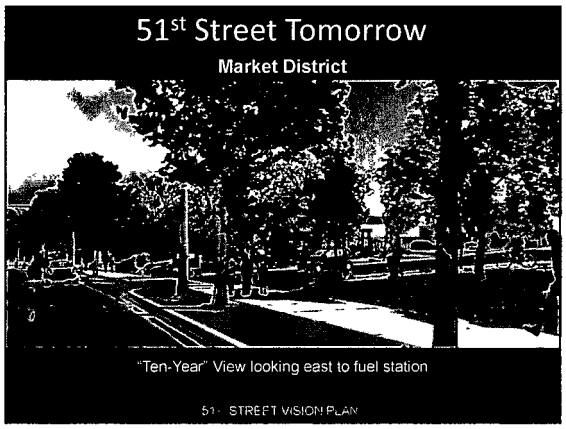

51st Street Tomorrow
Market District
"Ten-Year" View looking south from Berkman


51st Street Tomorrow
Market District
"One-Year" View looking south from Berkman

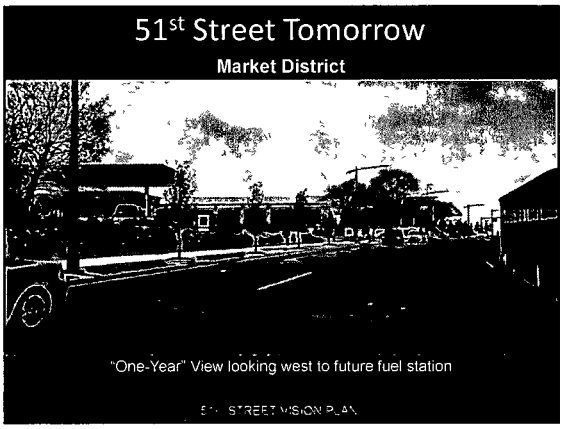

51st Street Tomorrow
Market District
Existing View looking east to future fuel station site

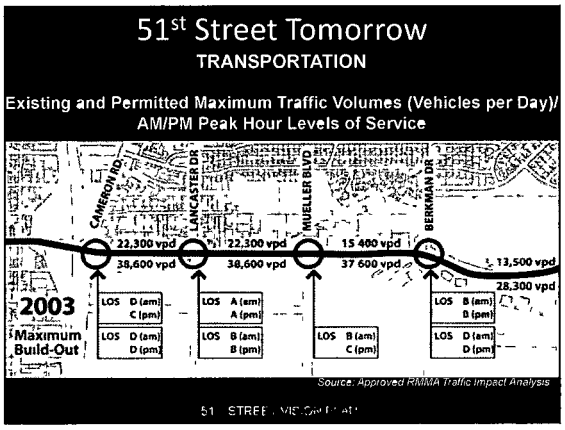

51st Street Tomorrow
Market District
"One-Year" View looking east to fuel station

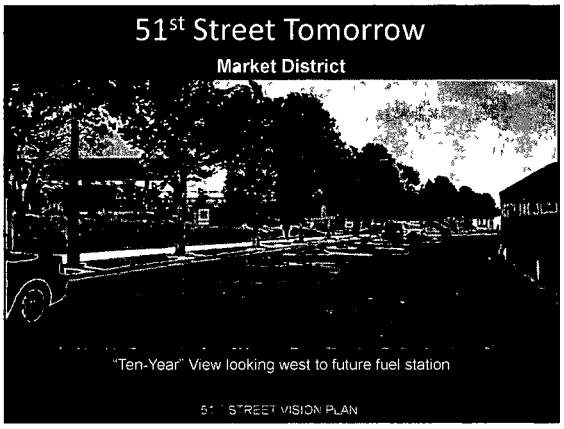

51st Street Tomorrow
Market District
"Ten-Year" View looking east to fuel station

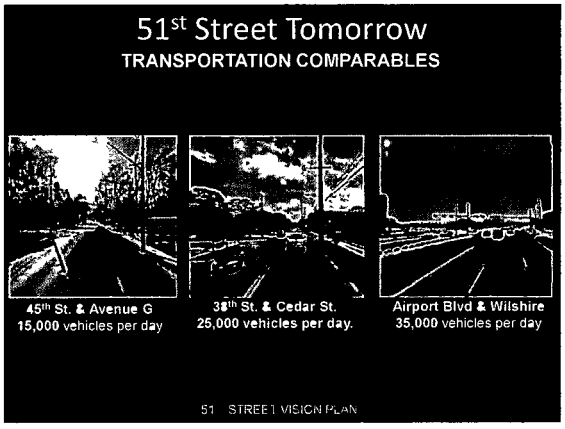

51st Street Tomorrow
Market District
"Ten-Year" View looking east to fuel station


51st Street Tomorrow
Market District
Existing View looking west to future fuel station


51st Street Tomorrow
Market District
"One-Year" View looking west to future fuel station


51st Street Tomorrow
TRANSPORTATION
Existing and Permitted Maximum Traffic Volumes (Vehicles per Day)/
AM/PM Peak Hour Levels of Service
CAMERON RD
LANCASTER DR
MUELLER BLVD
BERKMAN DR
22,300 vpd
38,600 vpd
22,300 vpd
38,600 vpd
15,400 vpd
37,600 vpd
13,500 vpd
28,300 vpd
2003
Maximum
Build-Out
LOS D (am)
C (pm)
LOS D (am)
D (pm)
LOS A (am)
A (pm)
LOS B (am)
B (pm)
LOS B (am)
C (pm)
LOS B (am)
B (pm)
LOS D (am)
D (pm)
Source: Approved RMMA Traffic Impact Analysis


51st Street Tomorrow
Market District
"Ten-Year" View looking west to future fuel station


51st Street Tomorrow
TRANSPORTATION COMPARABLES
45th St. & Avenue G
15,000 vehicles per day
38th St. & Cedar St.
25,000 vehicles per day.
Airport Blvd & Wilshire
35,000 vehicles per day

51st Street Tomorrow

TRANSPORTATION

- The transportation role of East 51st Street is still undefined; there is an opportunity to influence its future design and configuration.
- What is proposed/planned/under consideration?
- TxDOT: I-35 Interchange Improvements
- City of Austin: "Road Diet", Roundabout, Urban Rail
- Mueller Cycle Tracks on Berkman and Mueller
- Mueller Reuse Plan: "Urban Reserve"

51 STREET VISION PLAN

51st Street Tomorrow

TRANSPORTATION

TxDOT: I-35 Interchange Improvement (Preliminary Concept)



51 STREET VISION PLAN

51st Street Tomorrow

TRANSPORTATION

TxDOT: I-35 Interchange Improvement (Preliminary Concept)

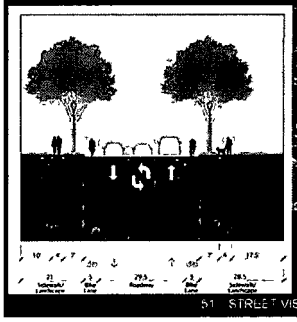


51 STREET VISION PLAN

51st Street Tomorrow

TRANSPORTATION

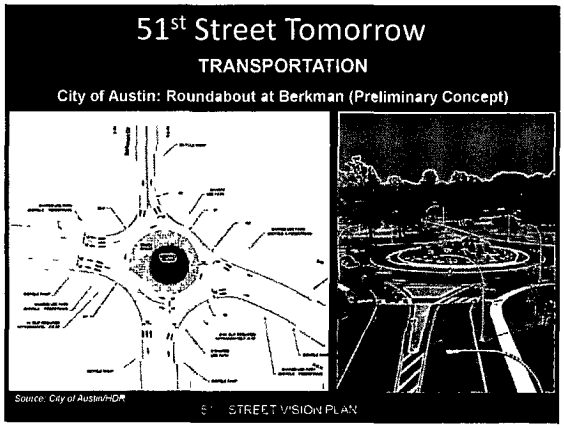
City of Austin: "Road Diet" east of Berkman (Preliminary)

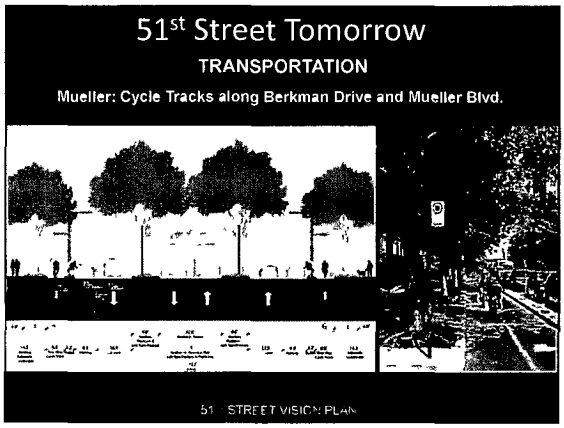


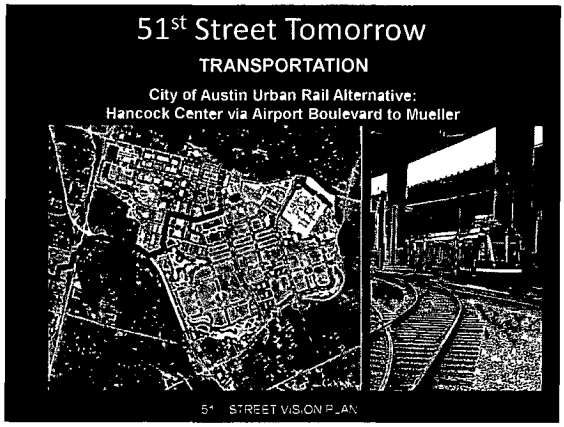


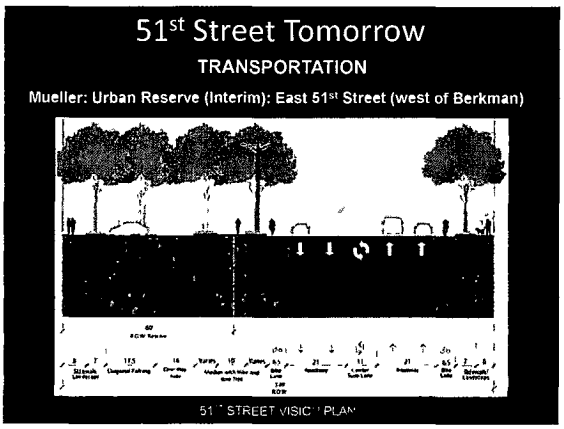
Conversion from four to three vehicular lanes with addition of bike lanes.

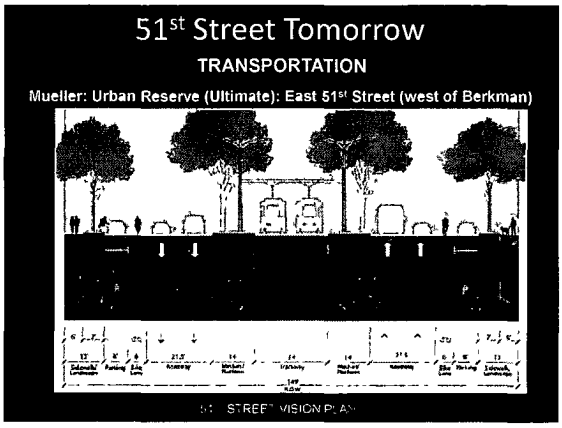
51 STREET VISION PLAN


51st Street Tomorrow
TRANSPORTATION
City of Austin: Roundabout at Berkman (Preliminary Concept)
Source: City of Austin/HDR
51 STREET VISION PLAN


51st Street Tomorrow
TRANSPORTATION
Mueller: Cycle Tracks along Berkman Drive and Mueller Blvd.
51 STREET VISION PLAN


51st Street Tomorrow
TRANSPORTATION
City of Austin Urban Rail Alternative:
Hancock Center via Airport Boulevard to Mueller
51 STREET VISION PLAN


51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Interim): East 51st Street (west of Berkman)
51 STREET VISION PLAN

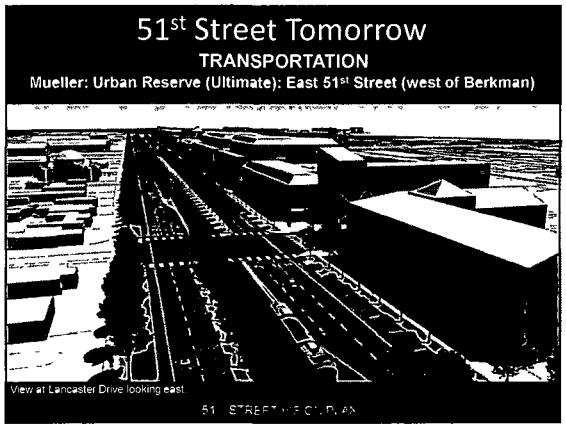

51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Ultimate): East 51st Street (west of Berkman)


51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Ultimate): East 51st Street (west of Berkman)
View at Berkman Drive looking west.

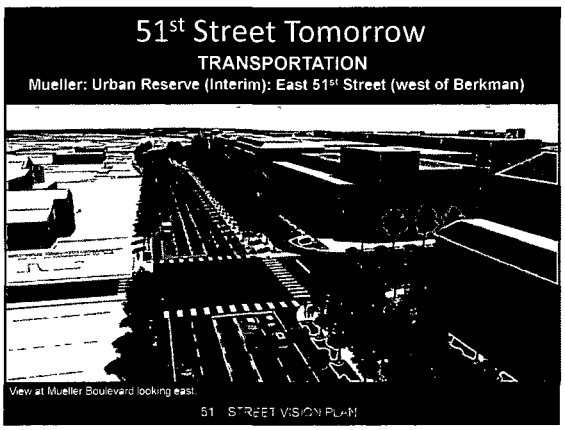

51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Interim): East 51st Street (west of Berkman)
View at Berkman Drive looking west.


51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Interim): East 51st Street (west of Berkman)
View near Cameron Road looking east.


51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Ultimate): East 51st Street (west of Berkman)
View near Cameron Road looking east.


51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Ultimate): East 51st Street (west of Berkman)
View at Lancaster Drive looking east.


51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Interim): East 51st Street (west of Berkman)
View at Lancaster Drive looking east.


51st Street Tomorrow
TRANSPORTATION
Mueller: Urban Reserve (Interim): East 51st Street (west of Berkman)
View at Mueller Boulevard looking east.

51st Street Tomorrow

TRANSPORTATION

Mueller: Urban Reserve (Ultimate): East 51st Street (west of Berkman)



View at Mueller Boulevard looking east.

51st STREET VISION PLAN

51st Street Tomorrow

1. What transportation role should 51st Street play in the future?

B. A multi-way boulevard that separates through and local traffic ?



FRANKLIN BOULEVARD, EUGENE, OR (SIMULATION).

51st STREET VISION PLAN

51st Street Tomorrow

1. What transportation role should 51st Street play in the future?

A. A multi-modal transit boulevard with median-rail?



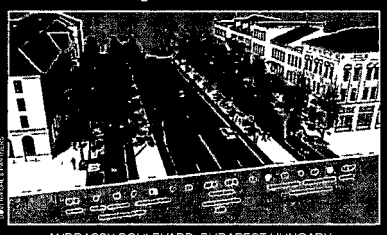
NORTH FIRST STREET, SAN JOSE CA

51st STREET VISION PLAN

51st Street Tomorrow

1. What transportation role should 51st Street play in the future?

B. A multi-way boulevard that separates through and local traffic ?



ANDRASSY BOULEVARD, BUDAPEST HUNGARY

51st STREET VISION PLAN

51st Street Tomorrow

1. What transportation role should 51st Street play in the future?

C. An urban street with median planting?



86TH STREET, INDIANAPOLIS INDIANA

51ST STREET VISION PLAN

51st Street Tomorrow

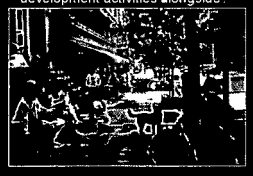
3. What kind of sidewalks should 51st Street have?

A. A hike and bike trail like that called for in the Mueller Plan…or



EASTERN PARKWAY, BROOKLYN

B. a more urban sidewalk with development activities alongside?



NEW YORK CITY SIDEWALK

C. Both…one condition east of Berkman and the other on the west side.
D. Other…expand.

51ST STREET VISION PLAN

51st Street Tomorrow

2. What kind of bicycle facilities should 51st Street have?

A. On-street bike lanes…. B. Off-street trails…or C. Separated cycle tracks?



D. Other…expand.

51ST STREET VISION PLAN

51st Street Tomorrow

4. What would make 51st Street beautiful?

A. A wide street with lots of greenery and buildings set back…or



AVENUE DU PARC LA FONAINE, MONTREAL

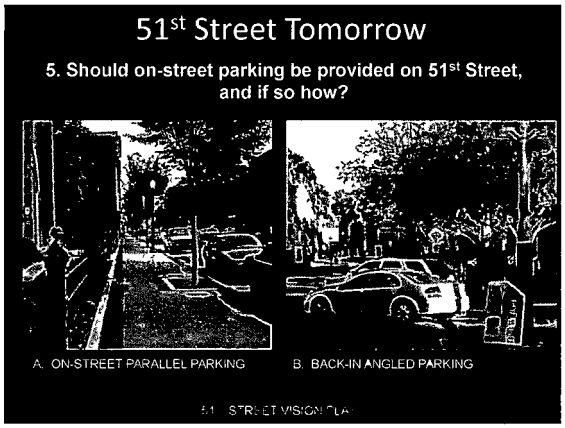
B. A street framed by great buildings?

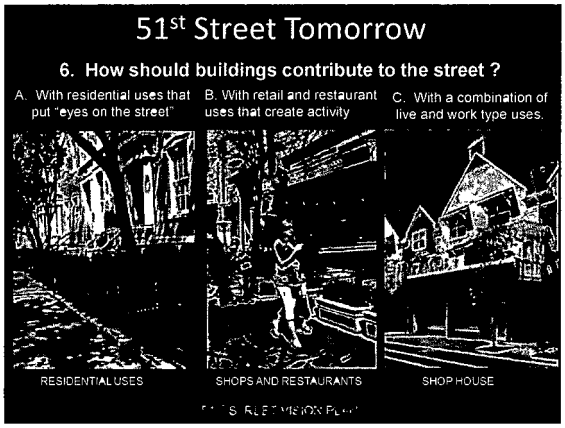


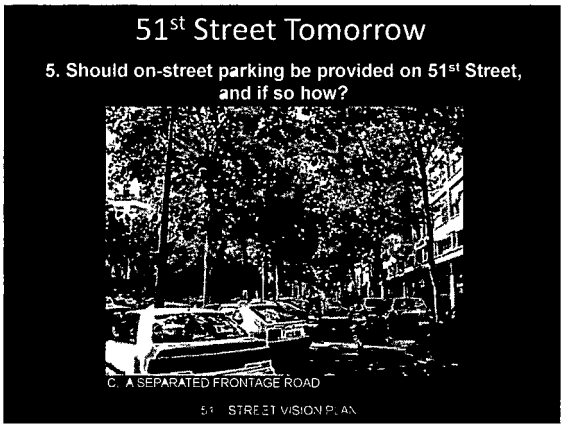
PARIS BOULEVARD

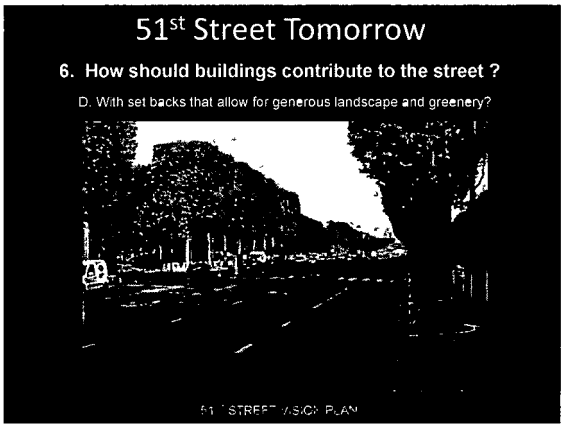
C. Both…one condition east of Berkman and the other on the west side.
D. Other…expand.

51ST STREET VISION PLAN


51st Street Tomorrow
5. Should on-street parking be provided on 51st Street, and if so how?
A. ON-STREET PARALLEL PARKING
B. BACK-IN ANGLED PARKING
51 STREET VISION PLAN


51st Street Tomorrow
6. How should buildings contribute to the street ?
A. With residential uses that put "eyes on the street"
B. With retail and restaurant uses that create activity
C. With a combination of live and work type uses.
RESIDENTIAL USES
SHOPS AND RESTAURANTS
SHOP HOUSE


51st Street Tomorrow
5. Should on-street parking be provided on 51st Street, and if so how?
C. A SEPARATED FRONTAGE ROAD
51 STREET VISION PLAN


51st Street Tomorrow
6. How should buildings contribute to the street ?
D. With set backs that allow for generous landscape and greenery?

51st Street Tomorrow

7. Which of the following reflects your <u>strongest</u> priority for the street? *(CHOOSE ONE and then rank the others from two to five)*

A. Make sure traffic flows efficiently.

B. Calm traffic so its safer for pedestrians and cyclists.

C. Introduce activities that bring life to the street.

D. Create a street with lots of trees and greenery.

E. Reduce its width and make it easier to cross.

51st STREET VISION PLAN

Next Steps

August 17: Transportation Focus Group Meeting

August 29: Windsor Park Focus Group Meeting

TODAY: 51st Street Working Group Session #1

September-October: Draft recommendations & strategies. Meet with stakeholders as needed.

Late October: Working Group Session #2

November: Present results to PIAC

51st STREET VISION PLAN

51st Street Tomorrow

STAKEHOLDER DISCUSSION

WHAT ARE YOUR PRIORITIES FOR 51ST STREET?

NEIGHBORHOODS
- Windsor Park/ University Hills?
- Mueller?
- Pecan Springs?
- Ridgetop?

PROPERTY OWNERS
- PromiseLand?
- Maronite Church?
- Austin Film Studio
- AISD
- Catellus?
- UT?

51st STREET VISION PLAN

Thank You!

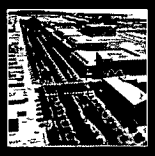
51st STREET VISION PLAN

APPENDIX 3

NOVEMBER 2011
51ST STREET WORKING GROUP
PRESENTATION OF PROPOSED RECOMMENDATIONS

EAST 51ST STREET VISION PLAN
WORKING GROUP WORK SESSION #2

November 17, 2011



51ST STREET VISION PLAN

What we heard from you

1. What transportation role should 51st Street play in the future?



- Reduced speeds/ calmer traffic
- Teaser parking for ground floor retail
- Wide median with narrow lanes
- Trees that provide shade
- Don't use urban reserve for traffic

51ST STREET VISION PLAN

Agenda

1. INTRODUCTION AND BACKGROUND
2. REVIEW OF INPUT FROM SEPTEMBER SESSION
3. PRELIMINARY CONCEPTS

a. Design of 51st Street
b.Mueller Frontages
c.Windsor Park Frontages

4. DISCUSSION
5. NEXT STEPS

51ST STREET VISION PLAN

What we heard from you

2. What kind of bicycle facilities should 51st Street have?

A. On-street bike lanes.... B. Off-street trails....or C. Separated cycle tracks?



23%



31%



46%

- Avoid conflicts with parked cars
- Create continuity along corridor

51ST STREET VISION PLAN

What we heard from you

3. What kind of sidewalks should 51st Street have?

A. A hike and bike trail like that called for in the Mueller Plan... or



18%

B. a more urban sidewalk with development activities alongside?



36%

C. Both...one condition east of Berkman and the other on the west side. 46%

- Urban to Berkman with hike-and-bike to east
- Lots of pedestrian-oriented uses
- Wide sidewalks on both sides of the street

51 STREET VISION PLAN

What we heard from you

5. Should on-street parking be provided on 51st Street, and if so how?

YES = 77% NO = 15% UNDECIDED = 8%



A. ON-STREET PARALLEL PARKING
21%



B. BACK-IN ANGLED PARKING
29%



C. SEPARATED FRONTAGE ROAD
50%

- A or B OK, but MUST have bulb-outs at corners to shorten pedestrian crossings.

51 STREET VISION PLAN

What we heard from you

4. What would make 51st Street beautiful?

A. A wide street with lots of greenery and buildings set back.



25%

B. A street framed by great buildings?



25%

C. Both...one condition east of Berkman and the other on the west side.

50%

- Lots of pedestrian-oriented uses west of Berkman
- Some height setback?

51ST STREET VISION PLAN

What we heard from you

6. How should buildings contribute to the street?

A. Residential uses that put "eyes on the street"



6%

B. Active retail and restaurant uses



38%

C. Combination of live and work uses



44%

D. Set backs for landscape and greenery?



12%

- Mixed use on both sides of the street
- Buildings needs to be close to the street

51 STREET VISION PLAN

What we heard from you

7. Which of the following reflects your <u>strongest</u> priority for the street? *(CHOOSE ONE and then rank the others from two to five)*

A. Make sure traffic flows efficiently. **7%**

B.Calm traffic so its safer for pedestrians and cyclists. **22%**

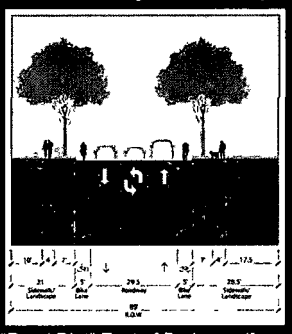
C. Introduce activities that bring life to the street. **50%**

D. Create a street with lots of trees and greenery. **7%**

E.Reduce its width and make it easier to cross. **14%**

51 STREET VISION PLAN

Preliminary Concepts



Proceed with "Road Diet" East of Berkman (from 4 to 3 lanes)

51 STREET VISION PLAN

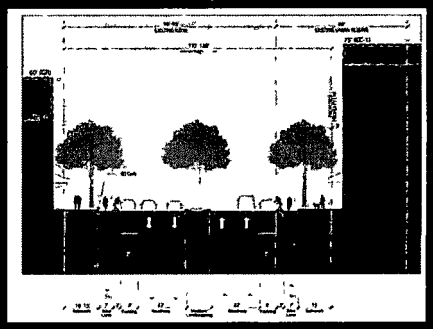
Preliminary Concepts

A. 51ST STREET DESIGN

- Reduce its actual and perceived width.
- Make pedestrian crossings easier and safer.
- Introduce cycle tracks btwn Berkman & Lancaster.
- Make it greener with trees and landscape.
- Calm traffic with on-street parallel parking.
- Design for street-oriented commercial uses.

51 STREET VISION PLAN

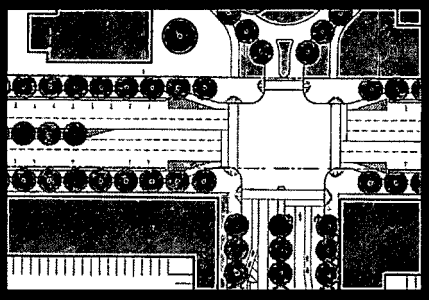
Preliminary Concepts



Pursue "Urban Boulevard" Berkman to Lancaster

51 STREET VISION PLAN

Preliminary Concepts



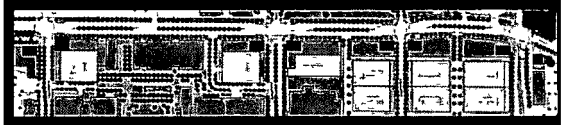
Pursue "Urban Boulevard" Berkman to Lancaster

51st STREET VISION PLAN

Preliminary Concepts

B. MUELLER FRONTING PROPERTIES

- Bring development up to the sidewalk, with pedestrian-friendly treatments for entire frontage (e.g., shopfronts, offices, shophouses, townhouses)
- Introduce commercial space at key corners (i.e., Berkman, Mueller, Lancaster).

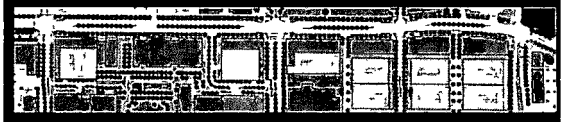


51st STREET VISION PLAN

Preliminary Concepts

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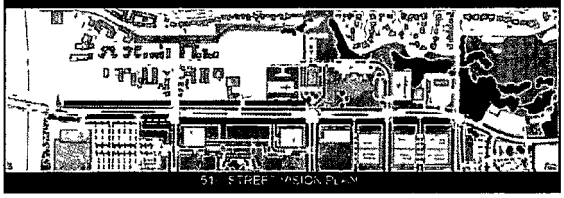


51st STREET VISION PLAN

Preliminary Concepts

C. WINDSOR PARK-FRONTING PROPERTIES

- Bring new development up to the sidewalk.

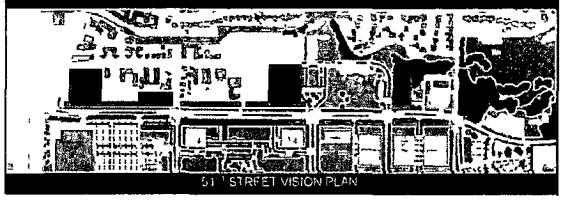


51st STREET VISION PLAN

Preliminary Concepts

C. WINDSOR PARK-FRONTING PROPERTIES

- Bring new development up to the sidewalk.
- Encourage infill development on large parcels. (e.g., PromiseLand, Maronite Church).

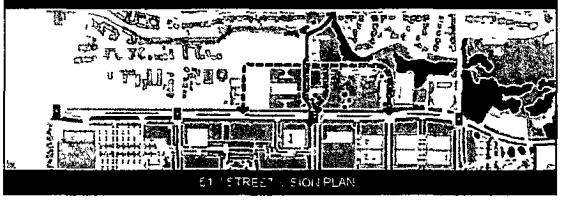


51ST STREET VISION PLAN

Preliminary Concepts

C. WINDSOR PARK-FRONTING PROPERTIES

- Bring development up to the sidewalk.
- Encourage infill development on large parcels. (e.g., PromiseLand, Maronite Church).
- Improve pedestrian connectivity: WP to Mueller.
- Introduce new street connections.

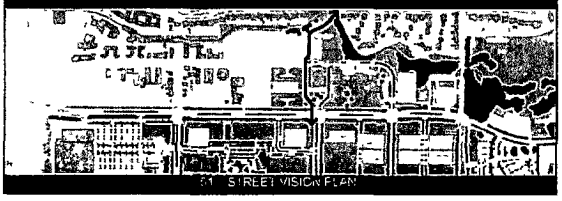


51ST STREET VISION PLAN

Preliminary Concepts

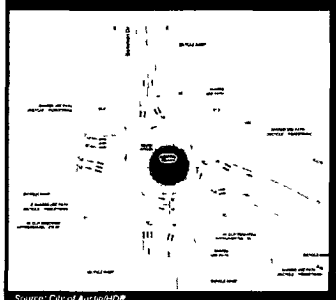
C. WINDSOR PARK-FRONTING PROPERTIES

- Bring development up to the sidewalk.
- Encourage infill development on large parcels. (e.g., PromiseLand, Maronite Church).
- Improve pedestrian connectivity: WP to Mueller.



51ST STREET VISION PLAN

City of Austin Proposed Roundabout at Berkman Drive?





Source: City of Austin/HDR

51ST STREET VISION PLAN

Pgs

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

2019138617

Sep 09, 2019 04:53 PM

Fee: $1190 00 BARTHOLOMEWD

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
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jan 28, 2021 02:35 PM Fee: $ 126.00
2021019904
Electronically Recorded

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
WINSTEAD PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

MUELLER

REFILING OF NOTICE OF PRIVATE TRANSFER FEE OBLIGATION

Travis County, Texas

NOTE: THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE TERMS OF THIS NOTICE IF SUBJECT TO THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANTS – MUELLER COMMUNITY FEE, RECORDED UNDER DOCUMENT NO. 2006050355 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED (THE "***DECLARATION***").

GRANTOR: **MUELLER FOUNDATION,** a Texas non-profit corporation

REFILING OF NOTICE OF PRIVATE TRANSFER FEE OBLIGATION

MUELLER

This Refiling of Notice of Private Transfer Fee Obligation (the "**Refiled Notice**"), is made by **MUELLER FOUNDATION,** a Texas non-profit corporation (the "**Foundation**"), as follows:

RECITALS

A. Catellus Austin, LLC, a Delaware limited liability company ("**Declarant**") has caused to be filed that certain Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006050355, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006117412, Official Public Records of Travis County, Texas, that certain Second Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006193525, Official Public Records of Travis County, Texas, that certain Third Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2010139965, Official Public Records of Travis County, Texas, that certain Fourth Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2012011106, Official Public Records of Travis County, Texas, and that certain Fifth Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2017105247, Official Public Records of Travis County, Texas (collectively, the "**Declaration**"). All terms not otherwise defined herein shall have the definitions as those set forth in the Declaration or other instruments referenced therein.

B. Pursuant to that certain Assignment of Rights, recorded as Document No. 2012157077 in the Official Public Records of Travis County, Texas (the "**Assignment**"), Declarant assigned all of its rights and

obligations under the Declaration to the Foundation, including but not limited to, the right to enforce the Declaration's terms and conditions and collect the Community Fee, establish the Fund Committee and the Community Investment Fund to receive and distribute the proceeds from collecting the Community Fee, and the right to perform all other such obligations as further set forth in the Declaration, as further described below.

C. The Declaration is intended to encumber certain real property described in the Declaration and made part of the Mueller Residential and Commercial Community (the **"Community"**) located in Travis County, Texas, according to the terms and conditions of the Declaration and pursuant to the property described in the Declaration and as reflected in the Final Plat(s) thereof recorded in the Real Property Records of Travis County, Texas, and all additional property made subject to the Declaration pursuant to an Annexation Notice as more fully set forth in the Declaration and as executed and recorded in the Official Public Records of Travis County, Texas (the "**Property**").

D. The terms, conditions and covenants of the Declaration require the Board of Mueller Master Community, Inc., the master community association created pursuant to the Declaration to administer the terms and conditions of the Declaration (the **"Board"**) or the Fund Committee of the Foundation, to establish a Community Investment Fund for purposes of depositing, receiving and distributing the proceeds of a Community Fee payable upon the non-exempt transfer of property in the Community (the **"Transfer Fee"**). Pursuant to the Assignment, such rights are now solely vested in the Foundation.

E. The purpose of the Transfer Fee is to provide funding to help achieve the objectives set forth in the Declaration to provide methods and funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Community.

F. Texas Property Code Section 5.201, *et seq.* provides that certain "private transfer fees" created on or after the effective date of House Bill 8 enacted by the 82nd Texas Legislature on June 17, 2011 (the **"Act"**) are void prospectively, but that any party receiving a "private transfer fee obligation" created by instrument prior to the effective date of the Act must file a Notice of Private Transfer Fee Obligation in the real property records. Therefore, the requirements of the Act in regard to the Transfer Fee and the Property were satisfied by the previous recordation of that certain Notice of Private Transfer Fee Obligation for Mueller, as Document No. 2012014260 in the Official Public Records of Travis County, Texas (the "**Notice**").

G. Pursuant to Texas Property Code Section 5.203(d)(1), the Notice is required to be refiled in the real property records not earlier than the thirtieth (30th) day before the third (3rd) anniversary of the original filing date, which was on January 30, 2012, and within a similar thirty (30) day period every third (3rd) year thereafter. In compliance with such provision, a refiled Notice was recorded on January 8, 2015, as Document No. 2015003372 in the Official Public Records of Travis County, Texas (the "**First Refiled Notice**"). A second refiled Notice was recorded on January 29, 2018, as Document No. 2018012632 in the Official Public Records of Travis County, Texas (the "**Second Refiled Notice**"). Pursuant to Texas Property Code Section 5.203(d)(1), this Refiled Notice is being recorded in the Official Public Records of Travis County, Texas after December 31, 2020 but before January 30, 2021.

NOW, THEREFORE, it is hereby declared that upon the recordation of this Refiled Notice: (i) the Property will continue to be held, sold, conveyed, and occupied subject to the terms and provisions of this Refiled Notice which shall run with such Property and shall be binding upon all parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property, or any portion

thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the terms and provisions of this Refiled Notice regardless of whether or not the same are set out in full or by reference in said contract or deed.

1. Amount of Transfer Fee and the Method of Determination

The amount of the Transfer Fee shall be an assessment payable at closing calculated as follows:

> The Community Fee shall be payable upon the Transfer of any Unit located in the Community, not including the exclusions therefor as set forth in the Declaration. The Community Fee shall be calculated by multiplying the Transfer Price by .0025.
>
> "Transfer" means, for the purposes of the Community Fee, any conveyance, assignment, lease, sublease or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but "Transfer" shall not mean or include any conveyance, assignment, lease, sublease or other grant or conveyance of beneficial ownership of a Unit expressly excluded under the Declaration.
>
> "Transfer Price" means the greater of: (i) the price paid by the Transferee for the Unit; or (ii) the value of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in

its most recent valuation of such Unit for ad valorem tax purposes; provided, however, that in the case of a lease or sublease (including all further subleases), the "Transfer Price" means the present value of all rentals due and owing under the lease or sublease of the Unit discounted at a rate equal to 5.0%. If the Transfer is for a portion of the Unit, the Transfer Price means the greater of: (a) the price paid by the Transferee for such portion of the Unit; or (b) the value of such portion of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes, except in the case of a non-exempt lease or sublease as defined in the Declaration. "Valuation" means the appraised value without giving effect to any applicable tax exemptions.

2. Date or Any Circumstances Under Which the Transfer Fee Expires (if any)

The Transfer Fee shall not expire.

3. The Purpose for Which the Money from the Transfer Fee will Be Used

The purpose of the Transfer Fee is to provide funding to help achieve the objectives set forth in the Declaration for the Declarant to provide methods and funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Community.

4. The Name of Payee and Payee's Contact Information

Mueller Foundation
4550 Mueller Blvd.
Austin, Texas 78723
Tel. (512) 703-9202

5. **Name and Address of Payee of Record to Whom the Transfer Fee Must Be Sent**

Mueller Foundation
c/o Executive Director, Frances Ferguson
4550 Mueller Blvd.
Austin, Texas 78723
Tel. (512) 703-9202

6. **Legal Description of the Property Subject to the Transfer Fee**

All of that certain real property described in the Declaration identified as the Mueller Residential and Commercial Community, located in Travis County, Texas, according to the Final Plat thereof recorded in the Real Property Records of Travis County, Texas, and all Additional Property made subject to the Declaration pursuant to a Notice of Annexation as more fully set forth in the Declaration and as executed and recorded in the Official Public Records of Travis County, Texas as reflected in Exhibit "A" attached hereto.

EXECUTED to be effective the 28 day of January, 2021.

GRANTOR:

MUELLER FOUNDATION, a Texas 501(c)(3) nonprofit corporation

By: _____
Frances Ferguson, Executive Director

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 28th day of January, 2021 by Frances Ferguson, Executive Director of Mueller Foundation, a Texas 501(c)(3) nonprofit corporation, on behalf of said corporation.

(SEAL)

JANIS CARMEN
Notary Public, State of Texas
Notary ID 12508788-6
My Commission Exp. 10-15-2024

_____
Notary Public Signature

EXHIBIT "A"
LEGAL DESCRIPTION

Catellus Austin Retail, LP Surplus Tract: Lot 1, Block A, Catellus Austin Retail, LP Surplus Tract, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700215 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Mueller Retail Phase A: Lot 1A, 2A and 3A, Block "E", Mueller Retail Phase A, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200900180 in the Official Public Records of Travis County, Texas, Parcel: UC-2

Section 1 Phase A: Lot 1A, 2A, 3A, Block A, Resubdivision of Lot 1, Block "A", Mueller Section 1 Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200600002 in the Official Public Records of Travis County, Texas, Parcel: UC-4

Section 1 Phase A: Lots 1A and 1C, Resubdivision of Lot 1, Block "B", Mueller Section 1, Phase A Subdivision, according to the map or plat recorded as Document No. 200900182 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Section 1 Phase A: Lots 1B-1 and 1B-2, Resubdivision of Lot 1B, Resubdivision of Lot 1, Block "B", Mueller Section 1, Phase A Subdivision, according to the map or plat recorded as Document No. 201000132 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Section 1 Phase A: Lot 1, Block C, Mueller Section 1 Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200400079 in the Official Public Records of Travis County, Texas, Parcel: UC-3

Section 1B-1: Lot 3, Block 5, MUELLER SECTION 1B-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201600289 in the Official Public Records of Travis County, Texas, Parcel: N1e

Section 1B-1: Lots 1 and 2, Block 5, MUELLER SECTION 1B-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201900062 in the Official Public Records of Travis County, Texas, Parcel: N1e-W

Section 1B-2: Lot 1A, Block 3, Resubdivision of Lot 1, Block 3 of Mueller Section 1B-2 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202000133 in the Official Public Records of Travis County, Texas, Parcel: N1b-W

Section 1B-2: Lot 2, Block 3, Mueller Section 1B-2 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800258 in the Official Public Records of Travis County, Texas, Parcel: N1b

Section IC: Lots 13-26, Block 8 and Lots 1-8 and 28-35, Block 9, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section IC: Lots 1-12, Block 8, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section IC: Lots 9-26, Block 9, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section II-B: Lot 4, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7a

Section II-B: Lot 1, Block 28, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-8

Section II-B: Lot 3, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7B

Section II-B: Lot 1, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7c

Section 2C-1: Lot 1, Block 22, MUELLER SECTION 2C-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201300016 in the Official Public Records of Travis County, Texas, Parcel: TC-6

Section 2C-1: Lots 3-5, Block 22, MUELLER SECTION 2C-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201300016 in the Official Public Records of Travis County, Texas, Parcel: TC-6

Section 2C-2: Lot 1, Block 4A, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: N1d1

Section 2C-2: Lot 1, Block 4B, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: N1d2

Section 2C-2: Lot 3, Block 1, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: UC-5b

Section 2C-2: Lot 1, Block 17, Mueller Section 2C-2 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: TC-5

Section 2C-3: Lot 1, Block 115, Mueller Section 2C-3 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201700163 in the Official Public Records of Travis County, Texas, Parcel: TC-4b2

Section 2C-4: Lot 1, Block A, Mueller Section 2C-4 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201900104 in the Official Public Records of Travis County, Texas, Parcel: TC-4B1-E

Section 2C-4: Lot 3, Block A, Mueller Section 2C-4 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201900104 in the Official Public Records of Travis County, Texas, Parcel: TC-4b

Section III: Lot 1, Block D, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-3

Section III: Lot 1, Block A, Mueller Section III Resubdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700270 in the Official Public Records of Travis County, Texas, Parcel: TC-9

Section III: Lot 2, Block A, Mueller Section III Resubdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700270 in the Official Public Records of Travis County, Texas, Parcel: TC-9B

Section III: Lot 1, Block B, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-1B

Section III: Lot 2, Block B, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-1A

Section III: Lot 1, Block C, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-2

Section IV: Lots 1-34, Block 32, Lots 1-25, Block 33, Lots 9-15, Block 34, Lots 1-28, Block 37, Lots 1-11, Block 38, Lots 13-26, Block 38, Lots 1-26, Block 39, Lots 1-30, Block 40, Lots 1-27, Block 45, Lots 1-26, Block 46, Lots 1-22, Block 47, Lots 1-25, Block 51, Lots 1-22, Block 52, Lots 1-26, Block 54, Lots 1-27, Block 55, Lots 3-15, Block 56, Amended Plat of Mueller Section IV Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700092 in the Official Public Records of Travis County, Texas, Parcels: N2b, N2c, N2e, N2g, N2h

Section V: Lots 23-27, Block 29; Lots 3-21, Block 31; Lots 1-8 and 16-22, Block 34; Lots 1-14 and Lots 16-26, Block 35; and Lots 1-27, Block 36, Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700185 in the Official Public Records of Travis County, Texas and Lots 1, 2, 22, 23, Block 31, Resubdivision of Lots 1 and 2, Block 31 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000105 in the Official Public Records of Travis County, Texas, Parcels: N1j, N2a, N2d

Section V: Lots 1-30, Block 41; Lots 1-26, Block 42; Lots 1-26, Block 43; Lots 1-19, Block 49; Lots 1-27, Block 50; Lots 1-24, Block 53; Lots 1-2 and 16-26, Block 56; Lots 1-25, Block 57; and Lots 1-25, Block 58, Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700185 in the Official Public Records of Travis County, Texas , Parcels: N2f, N2i, N2j

Section V: Lots 1-17, 19-34, and 36-51, Block 59B, Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000069 in the Official Public Records of Travis County, Texas, Parcel: N2j

Section V: Lots 4-7, Block 59A, Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100092 in the Official Public Records of Travis County, Texas, Parcel: N2j

Section V: Lots 1-3, and 8, Block 59A, Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100092 in the Official Public Records of Travis County, Texas, Parcels: N2jb and N2jc

Section VI: Lots 1, 2, 15, and 16, Block 29, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1i

Section VI: Lots 1-14 and 16-22, Block 25, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-14, Block 24, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-7, Block 19, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-8, Block 18; Lots 8-9 and 11-12, Block 19; and Lots 1-8, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcels: N1g and N1h

Section VI: Lots 14-20 and 22-35, Block 19, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 15-22, Block 24 and Lots 10-17, Block 26, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 18-28, Block 26, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 19-26, Block 18 and Lots 17-24, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 23-29, Block 25, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 23-31, Block 24; Lots 1-9, Block 26 and Lots 3-14, Block 29, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcels: N1h and N1i

Section VI: Lots 27-34, Block 18 and Lots 9-16 and 25-32, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 9-18, Block 18, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VIIA: Lot 1, Block 94A, Mueller Section VIIA Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000093 in the Official Public Records of Travis County, Texas, Parcel: N3l

Section VII-B: Lots 1 and 2, Block 61, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100201 in the Official Public Records of Travis County, Texas, Parcel: NEa

Section VII-B: Lot 1A, Block 1, Amended Plat of Block 1, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200206 in the Official Public Records of Travis County, Texas, Parcel: UC-5C

Section VII-D: Lots 3, 4, and 5, Block 61, Mueller Section VII-D Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200222 in the Official Public Records of Travis County, Texas, Parcel: NEa2

Section VII-B: Lot 2A, Block 1, Amended Plat of Block 1, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200206 in the Official Public Records of Travis County, Texas, Parcel: UC-5a

Section VII-C: Lots 13-19 and 35-39, Block 95; Lots 1-6, Block 96; and Lots 26-30, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 9-22 and 24-37, Block 106, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 32-39, Block 96, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 1-8, Block 106, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 1-12, Block 95, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 7-12, Block 96 and Lots 1-10, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 20-26 and 28-34, Block 95 and Lots 11-17 and 19-25, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 13-30, Block 96, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 30-32, Block 84 and Lots 9-12, Block 90, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3g

Section VII-C: Lots 21-29, Block 84; Lots 1-5 and 19-23, Block 85; Lots 1-8, Block 90; and Lots 1-4 and 49-52, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcels: N3g and N3h

Section VII-C: Lots 11-13, 15-32, and 34-48, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3h

Section VII-C: Lots 6-11 and 13-18, Block 85, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3g

Section VII-C: Lots 1-20, Block 84; Lots 13-23, Block 90; and Lots 5-10 and 53-58, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcels: N3g and N3h

Section VII-C: Lots 3-4, Block 94B, Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201900157 in the Official Public Records of Travis County, Texas, Parcel: N3jk

Section VII E: Lots 9-17, Block 61, Mueller Section VII E Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500200, Parcel: NEa3

Section VII E and Section IX: Lots 1-8, Block 61, Mueller Section VII E Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500200 and Lots 1-7, Block 62, Lots 1-7, Block 63 and Lots 1-7, Block 64, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: NE3a and N4a

Section IX: Lots 17-21, Block 73, and Lots 3-7, Block 75, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: N4b and N3a

Section IX: Lots 5-8, 10-17, 19-22, 30-33, 35-42 and 44-47, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 2-10, Block 78, and Lots 2-4, 6-11 and 20-25, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 10-19, Block 75, Lots 1 and 11, Block 78, Lots 2-3, Block 79, and Lots 1 and 5, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: N3a and N3b

Section IX: Lots 1 and 4, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 1-2 and 8-9, Block 75, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3a

Section IX: Lots 23-29, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 12-27, Block 78, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 12-19, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 14-15, Block 63, Lots 18-19, Block 64, Lots 3-4 and Lots 25 and 29, Block 68, and Lots 3-4 and Lots 25 and 29, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 14-30, Block 62, Lots 8-15, Block 64, and Lots 1-8, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 1, 2, 15 and 16, Block 73, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4b

Section IX: Lots 13 and 16, Block 63, Lots 17 and 20, Block 64, Lots 2 and 5, Block 68, and Lots 2 and 5, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 17-26, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 8-13, Block 62, Lots 8-12 and 18-22, Block 63, Lots 21-25, Block 64, Lots 9-16, Block 67, Lots 26-28, Block 68, Lots 26-28, Block 69, and Lots 3-14, Block 73, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: N4a and N4b

Section IX: Lots 6-14, and 16-24, Block 68 and Lots 6-14, and 16-24, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section 10A: Lots 1-11, Block 65A; Lots 1-6, Block 65B; and Lots 7-14, Block 70A, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 18-21, Block 65A, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 12-17, Block 65A, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 7-10 and Lots 17-20, Block 65B; Lots 15-22, Block 70A; and Lots 7-14, Block 70B, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 11-16, Block 65B, and Lots 16-21, Block 71, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 1-6, Block 70A, and Lots 1-6, Block 70B, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 15-19, Block 70B, and Lots 1-4, Block 71, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 5-9 and Lots 11-15, Block 71, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to

the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 1 and 2 and Lots 15-21, Block 74, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 3-6 and 11-14, Block 74, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 7-10, Block 74; and Lots 16-20, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 1, 2, 8 and 9, Block 76, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section 10A: Lots 3-7, Block 76, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section 10A: Lots 10 – 19, Block 76, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section 10A: Lots 1-7, Block 81; Lots 25-31, Block 82; and Lots 1-7, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 8-18, Block 81; and Lots 21-26, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 19-26, Block 81, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 1-4, Block 82, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 5-8, 11-18, 21-24, 32-35, 38-45 and 48-51, Block 82, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 8-15, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10B: Lots 1-11, Block 111B, Mueller Section 10B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201700246 in the Official Public Records of Travis County, Texas, Parcel: NEb

Section 10B: Lot 12, Block 111B, Mueller Section 10B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201700246 in the Official Public Records of Travis County, Texas, Parcel: Neb

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Feb 24, 2021 09:39 AM Fee: $38.00
2021036543
Electronically Recorded

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead, PC
401Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

MUELLER MASTER COLLECTION POLICY

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Mueller Master Community, Inc., a Texas non-profit corporation (the "**Master Association**"), and that this is a true and correct copy of the current Mueller Master Collection Policy of the Master Association adopted by the Board of Directors of the Master Association.

IN WITNES,S WHEREOF, the undersigned has executed this certificate on the Ninth day of February, 2021.

Brian Dolezal, President

STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me of this 9th day of Feb, 2021 by Brian Dolezal the Secretary of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

VANESSA MCCANN
Notary Public, State of Texas
Comm. Expires 08-28-2021
Notary ID 10960267

Notary Public Signature

Cross-reference to Mueller Master Community Covenant recorded under Document No. 2004238007 of the Official Public Records of Travis County, Texas, as amended.

In the event of a conflict between the terms and provisions of the Initial Rules (as defined below) or any policies adopted by the Board before the effective date of this instrument, the terms and provisions of this instrument shall control.

MUELLER MASTER COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

Mueller Master Community is a community (the "**Master Community**") created by and subject to the Mueller Master Community Covenant recorded in the Official Public Records of Travis County, Texas, and any amendments or supplements thereto ("**Master Covenant**"). The operation of the Master Community is vested in Mueller Master Community, Inc. (the "**Master Association**"), acting through its board of directors (the "**Board**"). The Master Association is empowered to enforce the covenants, conditions and restrictions of the Master Covenant, Articles of Incorporation, Bylaws, and any rules and regulations, as adopted and amended from time to time (collectively, the "**Governing Documents**").

The Board adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Governing Documents. Terms used in this policy but not defined shall have the meaning subscribed to such term in the Governing Documents.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay all assessments when due. Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest, and late fees.

1-C. Late Fees & Interest. If the Master Association does not receive full payment of an assessment by 5:00 p.m. on the due date established by the Board, the Master Association may levy a handling charge of $10.00 per month and/or 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 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Master Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Master Association in collecting the delinquency.

1-E. Insufficient Funds. The Master Association may levy a charge of $35 for any check returned to the Master Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may be waived by the Master Association.

Section 2. INSTALLMENTS & ACCELERATION

If an assessment, other than a Base Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Master Association may declare the entire assessment in default and accelerate the due date on all remaining installments of the assessment.

Section 3. PAYMENTS

3-A. Payment Plans. If required by the Texas Property Code, the Master Association will allow payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Master Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires.

3-B. Form of Payment. The Master Association may require that payment of delinquent Assessments be made only in the form of cashier's check, or certified funds.

3-C. Partial and Conditioned Payment. The Master Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments.

3-D. Notice of Payment. If the Master Association receives full payment of the delinquency after recording a notice of lien, the Master Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Master Association may require the Owner to prepay the cost of preparing and recording the release.

3-F. Correction of Credit Report. If the Master Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Master Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Master Association for the cost of title reports, credit reports, certified mail, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquent account.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Master Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Master Association's manager, an attorney, or a debt collector.

5-B. Verification of Owner Information. The Master Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-C. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-D. Notification of Mortgage Lender. The Master Association may notify the Mortgage lender of the default obligations.

5-E. Notification of Credit Bureau. The Master Association may report the defaulting Owner to one or more credit reporting services.

5-F. Collection by Attorney. If an Owner's account is delinquent the delinquent account may be referred to the Master Association's attorney for collection. In the event an account is referred to the Master Association's attorney, the Owner will be liable to the Master Association for legal fees and expenses.

5-G. Notice of Lien. The Master Association's attorney may cause a notice of the Master Association's Assessment lien against the Owner's home to be publicly recorded.

5-H. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Master Association.

5-I. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant or occupant, whose account with the Master Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Other Rights. This policy is in addition to and does not detract from the rights of the Master Association to collect Assessments under the Governing Documents and the laws of the State of Texas.

6-B. Notices. Unless the Governing Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Master Association's records, or on personal delivery to the Owner. If the Master Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one occupant is deemed notice to all occupants. Written communications to the Master Association, pursuant to this policy, will be deemed given on actual receipt by the Master Association's president, secretary, managing agent, or attorney.

6-C. Amendment of Policy. This policy may be amended from time to time by the Board.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Mar 08, 2021 12:42 PM Fee: $42.00
2021048265
Electronically Recorded

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SEVENTH AMENDMENT TO

MUELLER MASTER COMMUNITY COVENANT

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, and as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records.

SEVENTH AMENDMENT TO MUELLER MASTER COMMUNITY COVENANT

This Seventh Amendment to Mueller Master Community Covenant (this "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously caused to be recorded the Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, and as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records (as so amended, the "**Master Covenant**").

B. Pursuant to *Section 20.2(a)* of the Master Covenant, the Master Declarant may, with the prior written consent of the City of Austin, amend the Master Covenant by recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Master Declarant. The City of Austin hereby consents to this Amendment by its execution of this instrument in the space provided below.

NOW, THEREFORE, Master Declarant hereby amends and modifies the Master Covenant, as follows:

1. **Working Capital Contribution**. *Section 12.9* of the Master Covenant is hereby deleted in its entirety and the following is substituted in its place:

> **12.9** Capitalization of Master Association. A working capital contribution will be collected upon each "**Conveyance**" (as defined below) of a Unit to an Owner other than Master Declarant or an affiliate of Master Declarant. For purposes of this *Section 12.9*, a Conveyance shall mean: (i) as to any Unit which is subject or made subject to a long-term ground lease; both (a) the execution of such ground lease by lessor and lessee and (b) the transfer of the ground lessee's interest in such ground lease to any other Person; and (ii) as to any other Unit, the transfer of title to such Unit from the Owner thereof to any other Person.

The amount of working capital contribution due and payable upon each Conveyance shall be determined by the Master Declarant, until expiration or termination of the Development and Sale Period, and the Board thereafter. Such working capital contribution need not be uniform among all Units, and the Master Declarant or the Board is expressly authorized to levy a working capital contribution of varying amounts depending on the size, use and general character of the Units. The Master Association may use the working capital to discharge any expenses of the Master Association, including operating expenses, Common Expenses, Service Area Expenses for all or specific Service Areas, and building operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility, as the Board finds appropriate. The levy of any working capital contribution will be effective only upon the recordation of a written notice in the Official Public Records of Travis County, Texas, signed by the Master Declarant or a duly authorized officer of the Master Association, and (until expiration or termination of the Development and Sale Period) consented to by the City of Austin, setting forth the amount of the working capital contribution.

The amount of working capital contribution shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. The working capital contribution shall be due and payable to the Master Association by the transferee or ground lessee of the Unit, as applicable, immediately upon each Conveyance. In the event that a ground lessee of a Unit fails to pay a working capital contribution to the Association upon Conveyance as required herein, the Association shall additionally be entitled to seek recovery of such working capital contribution from the Owner of fee simple title to the Unit which is subject to the ground lease. The Master Declarant during the Development and Sale Period, and thereafter the Board, will have the power to waive the payment of any working capital contribution attributable to a Unit by the recordation of a written notice of such waiver in the Official Public Records of Travis County, Texas, which waiver may be temporary or permanent.

2. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written.

[SIGNATURE PAGE AND ACKNOWLEDGEMENTS FOLLOW]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Travis County, Texas.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24 day of February 2021 by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(seal)

AMY LOVE FISHER
NOTARY PUBLIC
ID# 10733959
State of Texas
Comm. Exp. 10-14-2021

_____
Notary Public Signature

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

CONSENT PROVIDED PURSUANT TO
***SECTION 20.2(a)* OF THE MASTER COVENANT:**

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

By: _____
Alex Gale, Officer, Office of Real Estate Services

Date: March 4, 2021

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4 day of March, 2021, by Alex Gale, Officer, Office of Real Estate Services of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

DIANA JUSTICE
My Notary ID # 132338601
Expires January 30, 2024

_____
Notary Public Signature

Approved as to content:

By: _____
Symovia Holt-Rabb
Acting Director, Economic
Development Department

Approved as to form:

By: _____
Kent Smith
Assistant City Attorney

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Dana DeBeauvoir, County Clerk
Travis County, Texas
Mar 08, 2021 12:42 PM Fee: $62.00
2021048267
Electronically Recorded

DocuSign Envelope ID: 58241D5C-AEBC-4D4D-A4E8-DE80E4323977

Upon Recording Return To:

Robert D. Burton, Esq.
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Mueller Master Community, Inc., a Texas non-profit corporation (the "**Association**"), and that attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the current Amended and Restated Adoption of Transfer Fee, adopted by the Board of Directors of the Association on March 1, 2021. The Amended and Restated Adoption of Transfer Fee attached hereto as Exhibit "A" amends and restates that certain Adopted of Transfer Fee adopted on March 26, 2006, and recorded under Document No. 2012157226 of the Official Public Records of Travis County, Texas.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 1st day of March, 2021.

Jessica Reynolds
Printed Name: Jessica Reynolds
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 1, 2021, by Jessica Reynolds, Secretary of the Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

Anne Viramontes
Notary Public Signature

Anne Viramontes
My Commission Expires
08/18/2024
ID No. 129129593

DocuSign Envelope ID: 58241D5C-AEBC-4D4D-A4E8-DE80E4323977

EXHIBIT "A"

MUELLER MASTER COMMUNITY, INC.
UNANIMOUS CONSENT OF DIRECTORS IN LIEU
OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the members of the Board of Directors (the "**Board**") of Mueller Master Community, Inc., a Texas nonprofit corporation (the "**Master Association**"), do hereby adopt, pursuant to Article 22.220(a) of the Texas Business Organizations Code and the Bylaws of the Association, and lieu of the holding a special meeting of the Board of Directors, the following resolution:

AMENDED AND RESTATED ADOPTION OF TRANSFER FEE

RESOLVED, that the Directors have determined that the transfer fees adopted by that certain Adopted of Transfer Fee on March 26, 2006, as recorded under Document No. 2012157226 of the Official Public Records of Travis County, Texas, shall be amended and restated in their entirety. The Directors hereby adopt the following transfer fees to be charged and collected at the time title to a Unit (unless otherwise provided in paragraph 3 below) is conveyed to a third party to cover the administrative costs of such transfer:

1. For each single-family residential Unit (unless otherwise particularly identified herein), which for purposes of assessing a transfer fee means a Unit which is located on a subdivided lot, in a duplex, triplex, townhome, or other multi-family residential structure, provided that such Unit is individually owned either in fee simple or through the condominium form of ownership, the transfer fee shall be $225.00 per Unit.

2. For each Unit that may be used for combined single-family residential use and office purposes (unless otherwise particularly identified herein), e.g., a shop house or live/work studio, the transfer fee shall be $225.00 per Unit.

3. For each Unit that is defined as a "Row House" (including a row house and/or clustered row house) in that certain Amended and Restated Mueller Design Book, recorded as Document No. 2017150480 in the Official Public Records of Travis County, Texas (the "**Mueller Design Book**"), the transfer fee shall be $225.00 per Unit.

4. For multi-family Units subject to a long-term ground lease of 30 years or more, the transfer fee will be equal to $30.00 per Unit, payable at the time lessee transfers all or a portion of its interest to a third party; provided, however, no transfer fee will be payable by a sublesee who intends to reside in a particular Unit.

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5. For all other Units, the transfer fee shall be $1,000.00.

The transfer fee will be collected from the transferee of the Unit. The Board reserves the right to waive or reduce the transfer fee otherwise payable hereunder. Any waiver must be in writing and executed by a majority of the Board or the President of the Association. The Association may use transfer fees to discharge any expenses of the Association, including operating expenses, Common Expenses, Service Area Expenses for all or specific Service Areas, and building operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility, as the Board finds appropriate.

Unless the context specifies or required otherwise, capitalized terms used but not defined in this consent are used and defined as they are used and defined in the Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended.

DocuSign Envelope ID: 58241D5C-AEBC-4D4D-A4E8-DE80E4323977

IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective the February day of 27th, 2021.

DocuSigned by:

6478254TE48D4E6...
Greg Weaver, Director

DocuSigned by:
Brian Dolezal
71034ACCFB414AC...
Brian Dolezal, Director

DocuSigned by:
Carl Paulson
B9EAAE4A81124CF...
Carl Paulson, Director

DocuSigned by:
Fei Dai
8D835B6642C141A...
Fei Dai, Director

DocuSigned by:
Jessica Reynolds
8169095GE34D4AF...
Jessica Reynolds, Director

DocuSigned by:
Sergio Negrete
F8966E24BF374D6...
Sergio Negrete, Director

DocuSigned by:

F6EA40FD5C0D408...
Leo Lopez, Director

DocuSign SECURED

Certificate Of Completion

Envelope Id: 58241D5CAEBC4D4DA4E8DE80E4323977 Status: Completed

Subject: Please DocuSign: [Catellus] Mueller Master Secretary Certificate - Amended and Restated Transfe...

Source Envelope:

Document Pages: 4 Signatures: 7 Envelope Originator:

Certificate Pages: 6 Initials: 0 Anne Viramontes

AutoNav: Enabled 66 Franklin Street

EnvelopeId Stamping: Enabled Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada) Oakland, CA 94607

aviramontes@catellus.com

IP Address: 70.112.166.59

Record Tracking

Status: Original Holder: Anne Viramontes Location: DocuSign

2/26/2021 2:05:24 PM aviramontes@catellus.com

Signer Events	Signature	Timestamp
Greg Weaver gweaver@catellus.com EVP Security Level: Email, Account Authentication (None)	DocuSigned by: 64782541E46D4E8...	Sent: 2/26/2021 2:12:42 PM Viewed: 2/27/2021 4:44:09 AM Signed: 2/27/2021 4:47:49 AM
	Signature Adoption: Uploaded Signature Image Using IP Address: 104.12.200.143	
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Brian Dolezal bdolezal@catellus.com Security Level: Email, Account Authentication (None)	DocuSigned by: Brian Dolezal 710346CCFB414AC...	Sent: 2/27/2021 4:47:50 AM Viewed: 2/27/2021 5:00:32 AM Signed: 2/27/2021 5:00:45 AM
	Signature Adoption: Pre-selected Style Using IP Address: 108.248.87.89	
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Carl Paulson cpaulson@catellus.com Security Level: Email, Account Authentication (None)	DocuSigned by: Carl Paulson B9EAAE4A61124CF...	Sent: 2/27/2021 5:00:46 AM Viewed: 2/27/2021 6:10:34 AM Signed: 2/27/2021 6:10:44 AM
	Signature Adoption: Pre-selected Style Using IP Address: 66.90.153.9 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 6/11/2018 12:30:51 PM ID: 2171c31c-4317-46aa-9d77-9ac165e91fb1		
Fei Dai fdai@catellus.com Security Level: Email, Account Authentication (None)	DocuSigned by: Fei Dai BD535B664ZC141A...	Sent: 2/27/2021 6:10:45 AM Viewed: 2/27/2021 7:27:42 AM Signed: 2/27/2021 7:27:53 AM
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Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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Jessica Reynolds jreynolds@catellus.com VP - Marketing Security Level: Email, Account Authentication (None)	DocuSigned by: Jessica Reynolds 616909E9E34D4AF...	Sent: 2/27/2021 7:27:54 AM Viewed: 2/27/2021 9:06:49 AM Signed: 2/27/2021 9:07:16 AM
	Signature Adoption: Pre-selected Style Using IP Address: 104.2.185.70	
Electronic Record and Signature Disclosure: Accepted: 3/28/2019 12:11:56 PM ID: 46d08a8d-7560-4eda-b1e7-f42c51e0696a		
Sergio Negrete snegrete@catellus.com Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Sergio Negrete E8958E24BF3740B...	Sent: 2/27/2021 9:07:17 AM Viewed: 2/27/2021 9:26:49 AM Signed: 2/27/2021 9:27:34 AM
	Signature Adoption: Pre-selected Style Using IP Address: 107.77.218.219 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 2/27/2021 9:26:49 AM ID: 206f3c27-f1a9-4335-b12d-8ecc1be14a06		
Leo Lopez llopez@catellus.com VP Security Level: Email, Account Authentication (None)	DocuSigned by: F6FA40FD5C0D408...	Sent: 2/27/2021 9:27:36 AM Viewed: 2/27/2021 9:44:37 AM Signed: 2/27/2021 9:44:50 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	2/27/2021 9:44:37 AM
Signing Complete	Security Checked	2/27/2021 9:44:50 AM
Completed	Security Checked	2/27/2021 9:44:50 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Catellus (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Catellus:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: dpaul@catellus.com

To advise Catellus of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dpaul@catellus.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from Catellus
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dpaul@catellus.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Catellus
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to dpaul@catellus.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Catellus as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Catellus during the course of my relationship with you.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jan 31, 2022 09:12 AM Fee: $46.00
2022017984
Electronically Recorded

This page is intentionally added for electronic file stamp.

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

EIGHTH AMENDMENT TO

MUELLER MASTER COMMUNITY COVENANT

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records, and as further amended by Seventh Amendment to Mueller Master Community Covenant, recorded as Document No. 2021048265 in the Records.

EIGHTH AMENDMENT TO MUELLER MASTER COMMUNITY COVENANT

This Eighth Amendment to Mueller Master Community Covenant (this "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously caused to be recorded the Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records, and as further amended by Seventh Amendment to Mueller Master Community Covenant, recorded as Document No. 2021048265 in the Records (as so amended, the "**Master Covenant**").

B. Pursuant to *Section 20.2(a)* of the Master Covenant, the Master Declarant may, with the prior written consent of the City of Austin, amend the Master Covenant by recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Master Declarant. The City of Austin hereby consents to this Amendment by its execution of this instrument in the space provided below.

NOW, THEREFORE, Master Declarant hereby amends and modifies the Master Covenant, as follows:

1. **Transfer or Dedication of Master Community Facilities**. *Section 19.3* of the Master Covenant currently conflicts with the MDA. Therefore, the following provision is hereby added to the end of *Section 19.3* of the Master Covenant in order to comply with the MDA:

> Notwithstanding anything contained within this *Section 19.3*, the Master Declarant during the Development and Sale Period, and the Board thereafter, may unilaterally convey any park that is a part of the Master Community Facilities to the City of Austin, Texas, if such park is contemplated to be conveyed to the City of Austin, Texas, in accordance with the MDA.

2. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written.

[SIGNATURE PAGE AND ACKNOWLEDGEMENTS FOLLOW]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Travis County, Texas.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 11 day of November, 2021 by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

_____
Notary Public Signature

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

CONSENT PROVIDED PURSUANT TO
***SECTION 20.2(a)* OF THE MASTER COVENANT:**

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

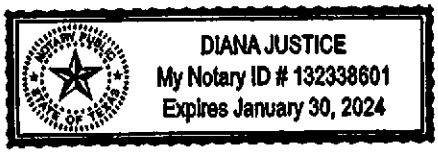
By: _____
Michael Gates, Interim Officer, Office of Real Estate Services

Date: January 20, 2022

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of January, 2022 by Michael Gates, Interim Officer, Office of Real Estate Services of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]



_____
Notary Public Signature

Approved as to content:

By: _____
Sylnovia Holt-Rabb
Acting Director, Economic
Development Department

Approved as to form:

By: _____
Kent Smith
Assistant City Attorney

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Dec 12, 2022 02:10 PM Fee: $ 50.00
2022190394
Electronically Recorded

AFTER RECORDING RETURN TO:
Robert D. Burton
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

AMENDED AND RESTATED FIFTH AMENDMENT TO

DECLARATION OF RESTRICTIVE COVENANTS

MUELLER COMMUNITY FEE

Travis County, Texas

THIS INSTRUMENT AMENDS AND RESTATES, IN ITS ENTIRETY, THAT CERTAIN FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS – MUELLER COMMUNITY FEE, RECORDED AS DOCUMENT NO. 2017105247 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended, and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain (i) First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas, (ii) Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas, (iii) Third Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2010139965, in the Official Public Records of Travis County, Texas, (iv) Fourth Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2012011106, in the Official Public Records of Travis County, Texas and (v) Fifth Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2017105247, in the Official Public Records of Travis County, Texas.

AMENDED AND RESTATED FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS [MUELLER – COMMUNITY FEE]

This Amended and Restated Fifth Amendment to Declaration of Restrictive Covenants [Mueller – Community Fee] (the "**Amendment**") is made by **MUELLER FOUNDATION**, a 501(c)(3) Texas non-profit corporation (the "**Foundation**"), and is as follows:

RECITALS

A. Catellus Austin, LLC, a Delaware limited liability company (the "**Master Declarant**") previously executed and recorded that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain (i) First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas, (ii) Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas, (iii) Third Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2010139965, in the Official Public Records of Travis County, Texas, (iv) Fourth Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2012011106, in the Official Public Records of Travis County, Texas and (v) Fifth Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2017105247, in the Official Public Records of Travis County, Texas (collectively, the "**Community Fee Covenant**").

B. Pursuant to that certain Assignment of Rights, recorded as Document No. 2012157077 in the Official Public Records of Travis County, Texas (the "**Assignment**"), Mueller Master Community, Inc., a Texas non-profit corporation, assigned all of its rights and obligations under the Community Fee Covenant to the Foundation.

C. Pursuant to *Section 3(b)* of the Community Fee Covenant, the Community Fee Covenant may be amended by: (i) majority vote of the Board and (ii) written consent of the Master Declarant.

D. The Master Declarant and the Board now desire to amend the Community Fee Covenant, as provided hereinbelow, and have executed this Amendment for purposes of evidencing their consent hereto.

NOW, THEREFORE, the Community Fee Covenant is hereby amended and modified as follows:

1. **Section 1(a)(i) – Definitions**. Section 1(a)(i) of the Community Fee Covenant is hereby supplemented with the following:

"**Board**" means the Board of Directors for the Mueller Foundation, a 501(c)(3) Texas non-profit corporation.

2. **Section 1(a)(v) – Deposit of Community Fee Into Community Investment Fund**. The first sentence of Section 1(a)(v) of the Community Fee Covenant is hereby deleted in its entirety and replaced with the following:

> The Board or the Fund Committee will establish a Community Fee Investment Fund with a financial institution or foundation for purposes of depositing, receiving and distributing the proceeds of the Community Fee.

3. **Section 1(b) – Community Activities, Services, Programs and Capital Improvements.** Subsection (b) is hereby added to Section 1 of the Community Fee Covenant as follows:

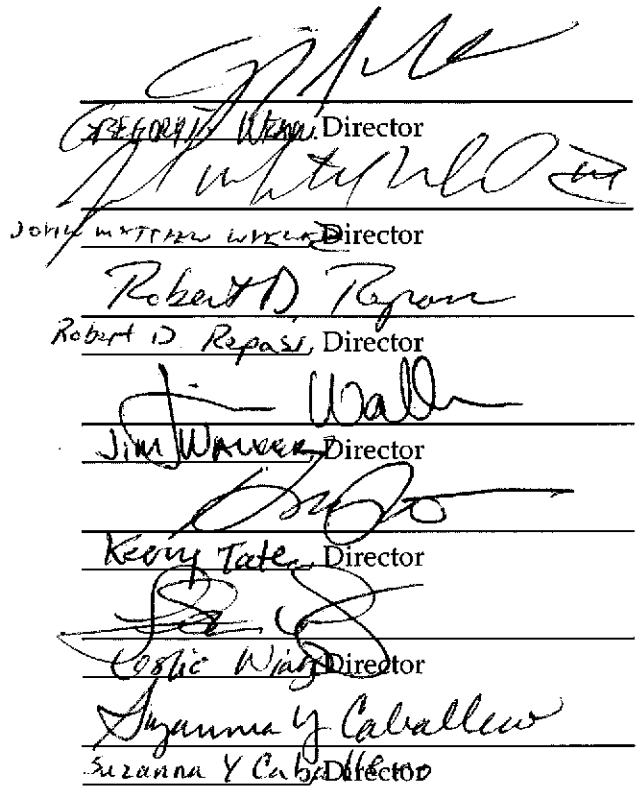
> (b) Community Activities, Services, Programs and Capital Improvements. Through the administration of the Community Fee, the Board or Fund Committee (as applicable) may organize, fund, and administer such community-building activities, services, programs (including, but not limited to, the Mueller Affordable Homes Program) and capital improvements and other infrastructure as the Board or Fund Committee (as applicable) deems appropriate to serve as a means to: (i) enhance and promote the advancement of, *inter alia*, the Community and surrounding neighborhoods; (ii) encourage, support and fund programs, activities, services, interests or construction of improvements or other infrastructure benefiting, affecting, or of interest to, *inter alia*, the Community and surrounding neighborhoods; and (iii) fund charitable, educational, social, cultural, recreational, environmental, political and/or physical activities, capital improvements or other infrastructure, services or programs benefitting, affecting or of interest to, *inter alia*, the Community and surrounding neighborhoods.

4. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Community Fee Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Community Fee Covenant remain in full force and effect as written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED to be effective on the date of Recording.

The following signatures represent all of the seven (7) member Board of Directors of the Mueller Foundation:



Director

Director

Robert D Rapasi, Director

Director

Director

Director

Suzanna Y Caballero, Director

ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by Greg Weaver, Director of Mueller Foundation, a 501(c)(3) Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

(seal) LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by John Matthew Watson, Director of Mueller Foundation, a 501(c)(3) Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

(seal) LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by Robert Depass, Director of Mueller Foundation, a 501(c)(3) Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

(seal) LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by Jim Walker, Director of Mueller Foundation, a 501(c)(3) Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

(seal) LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by Kirby Tate, Director of Mueller Foundation, a 501(c)(3) Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

(seal) LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by Leslie Wingo, Director of Mueller Foundation, a 501(c)(3) Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

(seal) LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by Suzanna Caballero, Director of Mueller Foundation, a 501(c)(3) Texas non-profit corporation, on behalf of said corporation.

Notary Public Signature

(seal) LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

CONSENT PROVIDED PURSUANT TO *SECTION 3(b)* OF THE COMMUNITY FEE COVENANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: GREGORY J. WEAVER
Title: E.V.P.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7th day of December, 2022 by Greg Weaver, EVP of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
(seal) Notary Public Signature

LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Feb 24, 2023 12:44 PM Fee: $38.00
2023018807
Electronically Recorded

This page is intentionally added for electronic file stamp.

Mueller Master Community, Inc. MANAGEMENT CERTIFICATE

This Property Owners' Association Management Certificate is being recorded by **Mueller Master Community, Inc.** (the "Association") in compliance with the terms of Chapter 209 of the Texas Property Code and supersedes any prior management certificate filed by the Association. The Association submits the following additional information:

Name of the Subdivision: **Mueller Master**

Name of the Association: **Mueller Master Community, Inc.**

Recording Data for Association:

The Subdivision is recorded according to the Map and Plat Records in Travis County, Texas, as follows;

(a) File No. 2004238007

Recording Data for Restrictions:

The Declarations for the Association are recorded in the Real Property Records of Travis County, Texas, as follows:

(a) Mueller Master Community Covenant. Doc 2004238007 along with any amendments or supplements thereto. Filed 12/27/2004.
(b) First Amendment to Declaration of Restrictive Covenants. Doc 2006117412.
(c) Second Amendment to Declaration of Restrictive Covenants. Doc 2006193525.
(d) Third Amendment to Declaration of Restrictive Covenants. Doc 2010139965..
(e) Fourth Amendment to Declaration of Restrictive Covenants. Doc 2012011106.
(f) Mueller Supplemental Covenant Mixed-Use Community. Doc 2015030246.
(g) Mueller Supplemental Covenant Mixed-Use Community. Doc 2014139165.
(h) Mueller Supplemental Covenant Mixed-Use Community. Doc 2015030248.
(i) Mueller Supplemental Covenant Mixed-Use Community. Doc 2015030250.
(j) Mueller Supplemental Covenant Mixed-Use Community. Doc 2015030252.
(k) Mueller Supplemental Covenant Mixed-Use Community. Doc 2015030254.
(l) Supplemental Covenant Mixed-Use Community. 2009001459.
(m) Supplemental Covenant Mixed-Use Community. 2013222619.
(n) Supplemental Covenant Mixed-Use Community. 2013222620.
(o) Supplemental Covenant Mixed-Use Community. 2016068598.
(p) Supplemental Covenant Mixed-Use Community. 2016068621.
(q) Supplemental Covenant Mixed-Use Community. 2016068623.
(r) Supplemental Covenant Mixed-Use Community. 2017009664.
(s) Supplemental Covenant Mixed-Use Community. 2017009665.
(t) Supplemental Covenant Mixed-Use Community. 2017009665.
(u) Supplemental Covenant Mixed-Use Community. 2017009666.
(v) Supplemental Covenant Mixed-Use Community. 2017009667.
(w) Supplemental Covenant Mixed-Use Community. 2017009794.
(x) Supplemental Covenant Mixed-Use Community. 2017009795.
(y) Supplemental Covenant Mixed-Use Community. 2017009796.
(z) Supplemental Covenant Mixed-Use Community. 2017009797.
(aa) Supplemental Covenant Mixed-Use Community. 2007182862.
(bb) Supplemental Covenant Mixed-Use Community. 2007182863.
(cc) Declaration of Drainage Easement. Doc 2013063734.
(dd) Declaration of Wastewater Lines Easement. Doc 2013063735.
(ee) Joint Use Access Easement and Construction and Maintenance Cost-Sharing Agreement. Doc 2013063739.
(ff) Declaration of Easements and Restrictive Covenants. Doc 2013063741.
(gg) Declaration of Easements and Restrictive Covenants. Doc 2013063742.

(hh) Declaration of Utility Easement. Doc 2013063743.
(ii) Fiber Optic Easement. Doc 2013063749.
(jj) Water Line Easement. Doc 2013063751.
(kk) Natural Gas Line Easement. Doc 2013063754.

Name and Mailing Address of the Association
Mueller Master Community, Inc.
c/o Alliance Association Management
4009 Bannister Lane #300
Austin, Texas 78704

Name, Mailing Address, Telephone Number, and E-mail Address of Person Managing the Association or its Designated Representative
Alliance Association Management
4009 Bannister Lane #300
Austin, Texas 78704
512-328-6100
AHCinfo@associa.us

Website Address of the Association
www.townsq.io/login

Property Transfer Fee(s) Charged by the Association:
New account setup fee establishing new owner's account in the association's records: $75.00.
Entry Fee: $75.00.

Working Capital:
Single Family Residential/Condo excl. Row - $550.00
ROW - $550.00
Multifamily Subject to Ground Lease - $100.00
Commercial – 3 months of Assessments

Association Transfer Fee:
Single Family Residential/Condo excl. Row - $150
ROW - $150
Multifamily Subject to Ground Lease - $30
Commercial – $925 per transaction"

Resale Certificate: $375
Resale Certificate Update: $75
Legacy Account Closure Fee: $220
Refinance Statement of Account: $75
Expedite Fee for Resale Certificate prior to 10 business day delivery obligation: $175 for 1 day expedite
$125 for 3 day expedite

Executed on this 20 day of December, 2022

Mueller Master Community, Inc., acting by and through its managing agent, Alliance Association Management

Alex Rix – Branch President

STATE OF TEXAS §
§ COUNTY OF
Travis §

This instrument was acknowledged before me on 20th, December 2022 by Alex Rix – Branch President with Alliance Association Management, the managing agent for Mueller Master Community, Inc., a Texas nonprofit corporation, on behalf of such corporation.

HEATHER JURGENSON
Notary ID #131111456
My Commission Expires
February 16, 2026

Notary Name
Notary Public, State of Texas

When recorded return to:
Alliance Association Management
4009 Bannister Lane #300
Austin, Texas 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jul 03, 2023 09:47 AM Fee: $42.00
2023073475
Electronically Recorded

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

NINTH AMENDMENT TO

MUELLER MASTER COMMUNITY COVENANT

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited liability company

Cross reference to Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records, as further amended by Seventh Amendment to Mueller Master Community Covenant, recorded as Document No. 2021048265 in the Records, and as further amended by Eighth Amendment to Mueller Master Community Covenant, recorded as Document No. 2022017984.

NINTH AMENDMENT TO MUELLER MASTER COMMUNITY COVENANT

This Ninth Amendment to Mueller Master Community Covenant (this "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously caused to be recorded the Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas (the "**Records**"), as corrected by the Scrivener's Affidavit, recorded as Document No. 2005039311 in the Records, as further amended by First Amendment to Mueller Master Community Covenant, recorded as Document No. 2006050356 in the Records, as further amended by Second Amendment to Mueller Master Community Covenant, recorded as Document No. 2006193523 in the Records, as further amended by Third Amendment to Mueller Master Community Covenant, recorded as Document No. 2009190773 in the Records, as further amended by Fourth Amendment to Mueller Master Community Covenant, recorded as Document No. 2010193075 in the Records, as further amended by Fifth Amendment to Mueller Master Community Covenant, recorded as Document No. 2015153449 in the Records, as further amended by Sixth Amendment to Mueller Master Community Covenant, recorded as Document No. 2018182655 in the Records, as further amended by Seventh Amendment to Mueller Master Community Covenant, recorded as Document No. 2021048265 in the Records, and as further amended by Eighth Amendment to Mueller Master Community Covenant, recorded as Document No. 2022017984 (as so amended, the "**Master Covenant**").

B. Pursuant to *Section 20.2(a)* of the Master Covenant, the Master Declarant may, with the prior written consent of the City of Austin, amend the Master Covenant by recording in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Master Declarant. The City of Austin hereby consents to this Amendment by its execution of this instrument in the space provided below.

NOW, THEREFORE, Master Declarant hereby amends and modifies the Master Covenant, as follows:

1. **Calculation of Service Area Assessments.** *Section 12.2(d)* of the Master Covenant is hereby deleted in its entirety and the following is substituted in its place:

> (d) **Calculation of Service Area Assessments.** The total budgeted Service Area Expense, less any surplus in such Service Area budget from prior years and any income anticipated from sources other than assessments against Units in the Service Area, shall be allocated among Assessment Units assigned to Units in the Service Area that are subject to assessment under *Section 12.5* and levied as a "**Service Area Assessment.**" The Master Declarant may, but is not obligated, to reduce a Service Area Assessment which would otherwise be levied

against one or more Units for any year by the payment of a subsidy by the Master Declarant to the Master Association. Any subsidy and the characterization thereof will be disclosed as a line item in the budget. The payment of a subsidy in any given year will not obligate the Master Declarant to continue payment of a subsidy to the Master Association in future years. Unless otherwise specified in an MCC Annexation Notice, any Supplemental Covenant applicable to a Service Area, or instrument recorded pursuant to this Covenant, Service Area Assessments shall be set at a uniform rate per Assessment Unit, except that any portion of the assessment intended for the following may be levied on each of the benefited Units in proportion to the benefit received, as the Board may reasonably determine:

(i) exterior maintenance of structures;

(ii) insurance on structures;

(iii) replacement reserves which pertain to particular structures;

(iv) services from the Master Association that the Master Association does not provide to all Units within the Community including, but not limited to, those services provided to the "**Maintained Area**" of a Unit as defined and set forth in a Supplemental Covenant; or

(v) to cover the costs, including overhead and administrative costs, of providing services to the Unit upon request of the Owner pursuant to any menu of optional services the Master Association may offer (which might include the items identified in *Section 10.1*). Service Area Assessments for optional services may be levied in advance of providing the requested service.

All amounts the Master Association collects as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Master Association's general funds.

2. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master Covenant remain in full force and effect as written.

[SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW]

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Travis County, Texas.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 28 day of June, 2023 by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187
(seal)

_____
Notary Public Signature

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

CONSENT PROVIDED PURSUANT TO
***SECTION 20.2(a)* OF THE MASTER COVENANT:**

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

By: _____

Michael Gates, Real Estate Officer, Financial Services Department

Date: June 29, 2023

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of June, 2023, by Michael Gates, Real Estate Officer, Financial Services Department of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

DIANA JUSTICE
My Notary ID # 132338601
Expires January 30, 2024

_____
Notary Public Signature

Approved as to content:

By: _____
Sylnovia Holt Rabb
Director, Economic Development
Department

Approved as to form:

By: _____
Kent Smith
Assistant City Attorney

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jul 03, 2023 09:47 AM Fee: $94.00
2023073476
Electronically Recorded

AFTER RECORDING RETURN TO:
Robert D. Burton
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
rburton@winstead.com

OMNIBUS AMENDMENT TO MUELLER SUPPLEMENTAL COVENANTS [ROW HOUSE, SHOP HOUSE and FLEX HOME]

Travis County, Texas

Pertaining to:

ROW HOUSES:

Lots 27-34, Block 32; Lots 8-25, Block 33; and Lots 17-30, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas.

Lots 19-26, Block 38; Lots 10-17, Block 39; and Lots 10-16, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 34; Lots 1-8, Block 35; and Lots 1-14, Block 41, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas.

Lots 12-27, Block 36; Lots 15-21, Block 41; Lots 13-20, Block 42; and Lots 12-26, Block 43, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas.

Lots 12-27, Block 50, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas.

Lots 5-7, Block 59A out of Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100092 of the Official Public Records of Travis County, Texas.

Lots 15-22, Block 24; and Lots 10-17, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 1-14, Block 24, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 18-28, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 18; Lots 8-9 and 11-12, Block 19; and Lots 1-8, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 9-18, Block 18, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 19-26, Block 18; and Lots 17-24, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 27-34, Block 18; and Lots 9-16 and Lots 25-32, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 1-12, Block 8, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas

Lots 9-26, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas.

Lots 13-26, Block 8; and Lots 1-8 and 28-35, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 106, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 13-30, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 7-12, Block 96; and Lots 1-10, Block 97, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 32-39, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 1-12, Block 95, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 1-20, Block 84; Lots 13-23, Block 90; and Lots 5-10 and 53-58, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 11-13, 15-32, and 34-48, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas.

Lots 12-27, Block 78, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 12-19, Block 80, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 5-8, 10-17, 19-22, 30-33, 35-42 and 44-47, Block 79, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 23-29, Block 79, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas, and Lots 1-7, Block 62, Lots 1-7, Block 63 and Lots 1-7, Block 64, of Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 14-30, Block 62, Lots 8-15, Block 64, and Lots 1-8, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 6-14 and 16-24, Block 68 and Lots 6-14 and 16-24, Block 69, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 17-26, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas.

Lots 9-17, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas.

Lots 5-8, 11-18, 21-24, 32-35, 38-45 and 48-51, Block 82, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 19-26, Block 81, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 7-10 and 17-20, Block 65B, Lots 15-22, Block 70A, and Lots 7-14, Block 70B, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 18-21, Block 65A, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 8-15, Block 83, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 1-11, Block 65A, Lots 1-6, Block 65B, and Lots 7-14, Block 70A, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 12-17, Block 65A, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 1-6, Block 70A, and Lots 1-6, Block 70B, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Lots 1-11, Block 111B, all out of Mueller Section 10B Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201700246 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 102 and Lots 1-8, Bock 107, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas.

Lots 18-25, Block 103, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas.

Lots 9-17, Block 100, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas.

Lots 13-20, Block 98, Lots 1-8, Block 100 and Lots 1-8, Block 104, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas.

Lots 1-8, Block 89 and Lots 1-8, Block 93, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

Lots 23-30, Block 87, Lots 1-8 and 29-36, Block 88 and Lots 17-20, Block 89, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

Lots 1-14, Block 87, Lots 5-7 and 14-16, Block 92, and Lots 9-19 and 24-34, Block 93, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

Lots 25-31, Block 89, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

Lots 9-12, 15-22, 25-28, 37-40, 43-50 and 53-56, Block 88, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

Lots 15-22, 31-34 and 36-39, Block 87 and Lots 9-16, 32-35 and 37-40, Block 89, all out of Mueller Section 11 Subdivision, a subdivision, located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

SHOP HOUSES:

Lots 23-29, Block 25, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

Lots 1-7, Block 19, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

FLEX HOMES:

Lots 12-27, Block 50, all out of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas.

Lots 11-16, Block 65B, and Lots 16-21, Block 71, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

Cross Reference to Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended; Mueller Mixed-Use Community Covenant, recorded as Document No. 2004238009, Official Public Records of Travis County, Texas, as amended; Mueller Design Book, recorded as Document No. 2005193821, Official Public Records of Travis County, Texas, as amended; Omnibus Amendment to Mueller Supplemental Covenants [Row House], recorded as Document No. 2018182656, Official Public Records of Travis County, Texas, as corrected by that certain Non-Material Correction Instrument, recorded as Document No. 2019104288, Official Public Records of Travis County, Texas; and Omnibus Amendment to Mueller Supplemental Covenants [Shop House], recorded as Document No. 2018183906, Official Public Records of Travis County, Texas.

OMNIBUS AMENDMENT
TO MUELLER SUPPLEMENTAL COVENANTS

[ROW HOUSE, SHOP HOUSE AND FLEX HOME]

This Omnibus Amendment to Mueller Supplemental Covenants [Row House, Shop House and Flex Home] (this "**Amendment**") is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company ("**Master Declarant**"), and is as follows:

RECITALS

A. Master Declarant previously executed and recorded the following documents (collectively referred to herein as the "**Row House Supplemental Covenants**"):

1. Mueller Supplemental Covenant recorded as Document No. 2007182862 of the Official Public Records of Travis County, Texas, pertaining to Lots 27-34, Block 32; Lots 8-25, Block 33; and Lots 17-30, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas;

2. Mueller Supplemental Covenant recorded as Document No. 2007182863 of the Official Public Records of Travis County Texas, pertaining to Lots 19-26, Block 38; Lots 10-17, Block 39; and Lots 10-16, Block 40, of the Amended Plat of Mueller Section IV Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700092 of the Official Public Records of Travis County, Texas;

3. Mueller Supplemental Covenant recorded as Document No. 2008108147 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 34; Lots 1-8, Block 35; and Lots 1-14, Block 41, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas;

4. Mueller Supplemental Covenant recorded as Document No. 2008108148 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-27, Block 36; Lots 15-21, Block 41; Lots 13-20, Block 42; and Lots 12-26, Block 43, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas;

5. Mueller Supplemental Covenant recorded as Document No. 2009001459 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-27, Block 50, of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to

the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas (the "**Flex Home Supplemental Covenant**");

6. Mueller Supplemental Covenant recorded as Document No. 2011179973 of the Official Public Records of Travis County, Texas, pertaining to Lots 5-7, Block 59A out of Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100092 of the Official Public Records of Travis County, Texas;

7. Mueller Supplemental Covenant recorded as Document No. 2012130156 of the Official Public Records of Travis County, Texas, pertaining to Lots 15-22, Block 24; and Lots 10-17, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

8. Mueller Supplemental Covenant recorded as Document No. 2012130157 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-14, Block 24, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

9. Mueller Supplemental Covenant recorded as Document No. 2012130155 of the Official Public Records of Travis County, Texas, pertaining to Lots 18-28, Block 26, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

10. Mueller Supplemental Covenant recorded as Document No. 2012213542 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 18; Lots 8-9 and 11-12, Block 19; and Lots 1-8, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

11. Mueller Supplemental Covenant recorded as Document No. 2012213541 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-18, Block 18, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

12. Mueller Supplemental Covenant recorded as Document No. 2012213544 of the Official Public Records of Travis County, Texas, pertaining to Lots 19-26, Block 18; and Lots 17-24, Block 20, of Mueller Section VI Subdivision, a subdivision in Travis

County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

13. Mueller Supplemental Covenant recorded as Document No. 2012213543 of the Official Public Records of Travis County, Texas, pertaining to Lots 27-34, Block 18; and Lots 9-16 and Lots 25-32, Block 20 of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas;

14. Mueller Supplemental Covenant recorded as Document No. 2013222618 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-12, Block 8, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas;

15. Mueller Supplemental Covenant recorded as Document No. 2013222619 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-26, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas;

16. Mueller Supplemental Covenant recorded as Document No. 2013222620 of the Official Public Records of Travis County, Texas, pertaining to Lots 13-26, Block 8; and Lots 1-8 and 28-35, Block 9, of Mueller Section 1-C Phase 1 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201300078 of the Official Public Records of Travis County, Texas;

17. Mueller Supplemental Covenant recorded as Document No. 2014139164 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 106, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

18. Mueller Supplemental Covenant recorded as Document No. 2014139165 of the Official Public Records of Travis County, Texas, pertaining to Lots 13-30, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

19. Mueller Supplemental Covenant recorded as Document No. 2014139167 of the Official Public Records of Travis County, Texas, pertaining to Lots 7-12, Block 96; and Lots 1-10, Block 97, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

20. Mueller Supplemental Covenant recorded as Document No. 2014139168 of the Official Public Records of Travis County, Texas, pertaining to Lots 32-39, Block 96, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

21. Mueller Supplemental Covenant recorded as Document No. 2014139169 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-12, Block 95, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

22. Mueller Supplemental Covenant recorded as Document No. 2015030246 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-20, Block 84; Lots 13-23, Block 90; and Lots 5-10 and 53-58, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

23. Mueller Supplemental Covenant recorded as Document No. 2015030250 of the Official Public Records of Travis County, Texas, pertaining to Lots 11-13, 15-32, and 34-48, Block 86, of the Amended Plat of Mueller Section VII-C Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201400036 of the Official Public Records of Travis County, Texas;

24. Mueller Supplemental Covenant recorded as Document No. 2016068538 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-27, Block 78, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

25. Mueller Supplemental Covenant recorded as Document No. 2016068540 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-19, Block 80, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

26. Mueller Supplemental Covenant recorded as Document No. 2016068598 of the Official Public Records of Travis County, Texas, pertaining to Lots 5-8, 10-17, 19-22, 30-33, 35-42 and 44-47, Block 79, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

27. Mueller Supplemental Covenant recorded as Document No. 2016068600 of the Official Public Records of Travis County, Texas, pertaining to Lots 23-29, Block 79, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

28. Mueller Supplemental Covenant recorded as Document No. 2017009665 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas, and Lots 1-7, Block 62, Lots 1-7, Block 63 and Lots 1-7, Block 64, of Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

29. Mueller Supplemental Covenant recorded as Document No. 2017009667 of the Official Public Records of Travis County, Texas, pertaining to Lots 14-30, Block 62, Lots 8-15, Block 64, and Lots 1-8, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

30. Mueller Supplemental Covenant recorded as Document No. 2017009796 of the Official Public Records of Travis County, Texas, pertaining to Lots 6-14 and 16-24, Block 68 and Lots 6-14 and 16-24, Block 69, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

31. Mueller Supplemental Covenant recorded as Document No. 2017009797 of the Official Public Records of Travis County, Texas, pertaining to Lots 17-26, Block 67, of Mueller Section IX Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500193 of the Official Public Records of Travis County, Texas;

32. Mueller Supplemental Covenant recorded as Document No. 2018011876 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-17, Block 61, of Mueller Section VII E Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201500200 of the Official Public Records of Travis County, Texas;

33. Mueller Supplemental Covenant recorded as Document No. 2018056759 of the Official Public Records of Travis County, Texas, pertaining to Lots 5-8, 11-18, 21-24, 32-35, 38-45 and 48-51, Block 82, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

34. Mueller Supplemental Covenant recorded as Document No. 2018056762 of the Official Public Records of Travis County, Texas, pertaining to Lots 19-26, Block 81, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

35. Mueller Supplemental Covenant recorded as Document No. 2018154865 of the Official Public Records of Travis County, Texas, pertaining to Lots 7-10 and 17-20, Block 65B, Lots 15-22, Block 70A, and Lots 7-14, Block 70B, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

36. Mueller Supplemental Covenant recorded as Document No. 2018154867 of the Official Public Records of Travis County, Texas, pertaining to Lots 18-21, Block 65A, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

37. Mueller Supplemental Covenant recorded as Document No. 2018154882 of the Official Public Records of Travis County, Texas, pertaining to Lots 8-15, Block 83, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

38. Mueller Supplemental Covenant recorded as Document No. 2018154880 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-11, Block 65A, Lots 1-6, Block 65B, and Lots 7-14, Block 70A, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

39. Mueller Supplemental Covenant recorded as Document No. 2018154898 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-17, Block 65A, of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

40. Mueller Supplemental Covenant recorded as Document No. 2018184162 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-6, Block 70A, and Lots 1-6, Block 70B, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas;

41. Mueller Supplemental Covenant recorded as Document No. 2019125467 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-11, Block 111B, all out of Mueller Section 10B Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201700246 of the Official Public Records of Travis County, Texas;

42. Mueller Supplemental Covenant recorded as Document No. 2021048895 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 102 and Lots 1-8, Bock 107, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas;

43. Mueller Supplemental Covenant recorded as Document No. 2021048897 of the Official Public Records of Travis County, Texas, pertaining to Lots 18-25, Block 103, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas;

44. Mueller Supplemental Covenant recorded as Document No. 2021049580 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-17, Block 100, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas; and

45. Mueller Supplemental Covenant recorded as Document No. 2021049586 of the Official Public Records of Travis County, Texas, pertaining to Lots 13-20, Block 98, Lots 1-8, Block 100 and Lots 1-8, Block 104, all out of Mueller Section 11 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201800332 of the Official Public Records of Travis County, Texas.

46. Mueller Supplemental Covenant recorded as Document No. 2021254117 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-8, Block 89 and Lots 1-8, Block 93, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

47. Mueller Supplemental Covenant recorded as Document No. 2021254119 of the Official Public Records of Travis County, Texas, pertaining to Lots 23-30, Block 87, Lots 1-8 and 29-36, Block 88 and Lots 17-20, Block 89, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

48. Mueller Supplemental Covenant recorded as Document No. 2021254121 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-14, Block 87, Lots 5-7 and 14-16, Block 92, and Lots 9-19 and 24-34, Block 93, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

49. Mueller Supplemental Covenant recorded as Document No. 2021254125 of the Official Public Records of Travis County, Texas, pertaining to Lots 25-31, Block 89, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

50 Mueller Supplemental Covenant recorded as Document No. 2021254131 of the Official Public Records of Travis County, Texas, pertaining to Lots 9-12, 15-22, 25-28, 37-40, 43-50 and 53-56, Block 88, all out of Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

51. Mueller Supplemental Covenant recorded as Document No. 2021254129 of the Official Public Records of Travis County, Texas, pertaining to Lots 15-22, 31-34 and 36-39, Block 87 and Lots 9-16, 32-35 and 37-40, Block 89, all out of Mueller Section 11 Subdivision, a subdivision, located in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas.

B. Master Declarant previously executed and recorded the following documents (collectively referred to herein as the "**Shop House Supplemental Covenants**"):

1. Mueller Supplemental Covenant recorded as Document No. 2012130154 of the Official Public Records of Travis County, Texas, pertaining to Lots 23-29, Block 25, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas; and

2. Mueller Supplemental Covenant recorded as Document No. 2012213540 of the Official Public Records of Travis County, Texas, pertaining to Lots 1-7, Block 19, of Mueller Section VI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201100179 of the Official Public Records of Travis County, Texas.

C. Master Declarant previously executed and recorded the following documents (collectively referred to herein as the "**Flex Home Supplemental Covenants**"):

1. Mueller Supplemental Covenant recorded as Document No. 2009001459 of the Official Public Records of Travis County, Texas, pertaining to Lots 12-27, Block 50, all out of Mueller Section V Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700185 of the Official Public Records of Travis County, Texas; and

2. Mueller Supplemental Covenant recorded as Document No. 2020043224 of the Official Public Records of Travis County, Texas, pertaining to Lots 11-16, Block 65B, and Lots 16-21, Block 71, all out of Mueller Section 10A Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201600198 of the Official Public Records of Travis County, Texas.

D. Pursuant to the amendment provisions contained in *Article 3* of the Row House Supplemental Covenants, the Shop House Supplemental Covenants, and the Flex Home Supplemental Covenants (collectively, the "**Supplemental Covenants**"), Master Declarant may unilaterally amend the Supplemental Covenants, for any purpose during the Development and Sale Period. The Development and Sale Period is currently in effect.

E. Pursuant to *Section 1.5* of the Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), the City of Austin must consent to any supplemental covenant which contains covenants, restrictions, conditions, limitations and/or easements affecting all or any portion of the Community (as defined in the Master Covenant). The City of Austin does hereby consent to this Amendment by its execution of this instrument.

F. Each Supplemental Covenant designates the "**Property**", as used in each Supplement Covenant, as a separate Service Area. Master Declarant desires to combine all Service Areas designated in the Supplement Covenants into one (1) Service Area.

G. Master Declarant desires to amend the Supplemental Covenants, as set forth herein.

NOW, THEREFORE, the Master Declarant hereby amends and modifies the Supplemental Covenants as follows:

1. **Amendment of Designation of and References to a Service Area**. All designations of and references to Service Areas within the Supplemental Covenants are hereby combined in their entirety into a single Service Area hereby designated as "**Service Area No. 1**".

2. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Supplemental Covenants remain in full force and effect as written, and are hereby ratified and confirmed.

[*SIGNATURE PAGES FOLLOW*]

EXECUTED to be effective as of the 29 day of June, 2023.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: _____
Printed Name: Gregory J. Weaver
Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28 day of June, 2023, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]

_____
Notary Public Signature

LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

CONSENT PROVIDED PURSUANT TO *SECTION 1.5* OF THE MASTER COVENANT:

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

By: _____
Michael Gates, Real Estate Officer, Financial Services Department

Date: June 29, 2023

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of June, 2023, by Michael Gates, Real Estate Officer, Financial Services Department of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
DIANA JUSTICE
My Notary ID # 132338601
Expires January 30, 2024

Diana Justice
Notary Public Signature

Approved as to content:

By: _____
Sylnovia Holt Rabb
Director, Economic Development Department

Approved as to form:

By: _____
Kent Smith
Assistant City Attorney

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jan 12, 2024 10:43 AM Fee: $ 101.00
2024003935
Electronically Recorded

AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
WINSTEAD PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

WINSTEAD
ATTORNEYS

MUELLER

REFILING OF NOTICE OF PRIVATE TRANSFER FEE OBLIGATION

Travis County, Texas

NOTE: THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO THE TERMS OF THIS NOTICE IF SUBJECT TO THAT CERTAIN DECLARATION OF RESTRICTIVE COVENANTS – MUELLER COMMUNITY FEE, RECORDED UNDER DOCUMENT NO. 2006050355 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS AMENDED (THE "***DECLARATION***").

GRANTOR: **MUELLER FOUNDATION,** a Texas non-profit corporation

REFILING OF NOTICE OF PRIVATE TRANSFER FEE OBLIGATION

MUELLER

This Refiling of Notice of Private Transfer Fee Obligation (the "**Refiled Notice**"), is made by **MUELLER FOUNDATION**, a Texas non-profit corporation (the "**Foundation**"), as follows:

RECITALS

A. Catellus Austin, LLC, a Delaware limited liability company ("**Declarant**") has caused to be filed that certain Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006050355, Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006117412, Official Public Records of Travis County, Texas, that certain Second Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2006193525, Official Public Records of Travis County, Texas, that certain Third Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2010139965, Official Public Records of Travis County, Texas, that certain Fourth Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2012011106, Official Public Records of Travis County, Texas, and that certain Amended and Restated Fifth Amendment to Declaration of Restrictive Covenants — Mueller Community Fee, recorded as Document No. 2022190394, Official Public Records of Travis County, Texas (collectively, the "**Declaration**"). All terms not otherwise defined herein shall have the definitions as those set forth in the Declaration or other instruments referenced therein.

B. Pursuant to that certain Assignment of Rights, recorded as Document No. 2012157077 in the Official Public Records of Travis County, Texas (the "**Assignment**"), Declarant assigned all of its rights and obligations under the Declaration to the Foundation, including but not limited to, the right to enforce the Declaration's terms and conditions and collect the Community Fee, establish the Fund Committee and the Community Investment Fund to receive and distribute the proceeds from collecting the Community Fee, and the right to perform all other such obligations as further set forth in the Declaration, as further described below.

C. The Declaration is intended to encumber certain real property described in the Declaration and made part of the Mueller Residential and Commercial Community (the "**Community**") located in Travis County, Texas, according to the terms and conditions of the Declaration and pursuant to the property described in the Declaration and as reflected in the Final Plat(s) thereof recorded in the Real Property Records of Travis County, Texas, and all additional property made subject to the Declaration pursuant to an Annexation Notice as more

fully set forth in the Declaration and as executed and recorded in the Official Public Records of Travis County, Texas (the "**Property**").

D. The terms, conditions and covenants of the Declaration require the Board of Mueller Master Community, Inc., the master community association created pursuant to the Declaration to administer the terms and conditions of the Declaration (the "**Board**") or the Fund Committee of the Foundation, to establish a Community Investment Fund for purposes of depositing, receiving and distributing the proceeds of a Community Fee payable upon the non-exempt transfer of property in the Community (the "**Transfer Fee**"). Pursuant to the Assignment, such rights are now solely vested in the Foundation.

E. The purpose of the Transfer Fee is to provide funding to help achieve the objectives set forth in the Declaration to provide methods and funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Community.

F. Texas Property Code Section 5.201, *et seq.* provides that certain "private transfer fees" created on or after the effective date of House Bill 8 enacted by the 82nd Texas Legislature on June 17, 2011 (the "**Act**") are void prospectively, but that any party receiving a "private transfer fee obligation" created by instrument prior to the effective date of the Act must file a Notice of Private Transfer Fee Obligation in the real property records. Therefore, the requirements of the Act in regard to the Transfer Fee and the Property were satisfied by the previous recordation of that certain Notice of Private Transfer Fee Obligation for Mueller, as Document No. 2012014260 in the Official Public Records of Travis County, Texas (the "**Notice**").

G. Pursuant to Texas Property Code Section 5.203(d)(1), the Notice is required to be refiled in the real property records not earlier than the thirtieth (30th) day before the third (3rd) anniversary of the original filing date, which was on January 30, 2012, and within a similar thirty (30) day period every third (3rd) year thereafter. In compliance with such provision, a refiled Notice was recorded on January 8, 2015, as Document No. 2015003372 in the Official Public Records of Travis County, Texas (the "**First Refiled Notice**"). A second refiled Notice was recorded on January 29, 2018, as Document No. 2018012632 in the Official Public Records of Travis County, Texas (the "**Second Refiled Notice**"). A third refiled Notice was recorded on January 29, 2021, as Document No. 2021019904 in the Official Public Records of Travis County, Texas (the "**Third Refiled Notice**"). Pursuant to Texas Property Code Section 5.203(d)(1), this Refiled Notice is being recorded in the Official Public Records of Travis County, Texas after December 31, 2023 but before January 30, 2024.

NOW, THEREFORE, it is hereby declared that upon the recordation of this Refiled Notice: (i) the Property will continue to be held, sold, conveyed, and occupied subject to the terms and provisions of this Refiled Notice which shall run with such Property and shall be binding upon all parties having right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit and burden of each owner

thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the terms and provisions of this Refiled Notice regardless of whether or not the same are set out in full or by reference in said contract or deed.

1. **Amount of Transfer Fee and the Method of Determination**

The amount of the Transfer Fee shall be an assessment payable at closing calculated as follows:

The Community Fee shall be payable upon the Transfer of any Unit located in the Community, not including the exclusions therefor as set forth in the Declaration. The Community Fee shall be calculated by multiplying the Transfer Price by .0025.

"Transfer" means, for the purposes of the Community Fee, any conveyance, assignment, lease, sublease or other grant or conveyance of beneficial ownership of a Unit, whether occurring in one transaction or a series of related transactions, including but not limited to: (a) the conveyance of fee simple title to any Unit; (b) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Units; and (c) the transfer of more than 50 percent of the interest in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Units; but "Transfer" shall not mean or include any conveyance, assignment, lease, sublease or other grant or conveyance of beneficial ownership of a Unit expressly excluded under the Declaration.

"Transfer Price" means the greater of: (i) the price paid by the Transferee for the Unit; or (ii) the value of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes; provided, however, that in the case of a lease or sublease (including all further subleases), the "Transfer Price" means the present value of all rentals due and owing under the lease or sublease of the Unit discounted at a rate equal to 5.0%. If the Transfer is for a portion of the Unit, the Transfer Price means the greater of: (a) the price paid by the Transferee for such portion of the Unit; or (b) the value of such portion of the Unit, including any Improvements or betterments constructed thereon, as determined by the Travis County Appraisal District in its most recent valuation of such Unit for ad valorem tax purposes, except in the case of a non-exempt lease or sublease as defined in the Declaration. "Valuation" means the appraised value without giving effect to any applicable tax exemptions.

2. **Date or Any Circumstances Under Which the Transfer Fee Expires (if any)**

The Transfer Fee shall not expire.

3. **The Purpose for Which the Money from the Transfer Fee will Be Used**

The purpose of the Transfer Fee is to provide funding to help achieve the objectives set forth in the Declaration for the Declarant to provide methods and funding for achieving certain goals with respect to affordable housing, quality schools and education programs, open space and parks, job training programs, and other Community needs as part of the development and long-term build-out of the Community.

4. **The Name of Payee and Payee's Contact Information**

Mueller Foundation
4550 Mueller Blvd.
Austin, Texas 78723
Tel. (512) 703-9202

5. **Name and Address of Payee of Record to Whom the Transfer Fee Must Be Sent**

Mueller Foundation
c/o Executive Director, Frances Ferguson
4550 Mueller Blvd.
Austin, Texas 78723
Tel. (512) 703-9202

6. **Legal Description of the Property Subject to the Transfer Fee**

All of that certain real property described in the Declaration identified as the Mueller Residential and Commercial Community, located in Travis County, Texas, according to the Final Plat thereof recorded in the Real Property Records of Travis County, Texas, and all Additional Property made subject to the Declaration pursuant to a Notice of Annexation as more fully set forth in the Declaration and as executed and recorded in the Official Public Records of Travis County, Texas as reflected in Exhibit "A" attached hereto.

EXECUTED to be effective the 12 day of January, 2024.

GRANTOR:

MUELLER FOUNDATION, a Texas 501(c)(3) nonprofit corporation

By: _____
Frances Ferguson, Executive Director

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me this 10th day of January, 2024 by Frances Ferguson, Executive Director of Mueller Foundation, a Texas 501(c)(3) nonprofit corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

LINNEA MIRIAM OLOFSSON
Notary Public, State of Texas
Comm. Expires 08-20-2025
Notary ID 133283187

EXHIBIT "A"
LEGAL DESCRIPTION

Catellus Austin Retail, LP Surplus Tract: Lot 1, Block A, Catellus Austin Retail, LP Surplus Tract, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700215 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Mueller Retail Phase A: Lot 1A, 2A and 3A, Block "E", Mueller Retail Phase A, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200900180 in the Official Public Records of Travis County, Texas, Parcel: UC-2

Section 1 Phase A: Lot 1A, 2A, 3A, Block A, Resubdivision of Lot 1, Block "A", Mueller Section 1 Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200600002 in the Official Public Records of Travis County, Texas, Parcel: UC-4

Section 1 Phase A: Lots 1A and 1C, Resubdivision of Lot 1, Block "B", Mueller Section 1, Phase A Subdivision, according to the map or plat recorded as Document No. 200900182 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Section 1 Phase A: Lots 1B-1 and 1B-2, Resubdivision of Lot 1B, Resubdivision of Lot 1, Block "B", Mueller Section 1, Phase A Subdivision, according to the map or plat recorded as Document No. 201000132 in the Official Public Records of Travis County, Texas, Parcel: UC-1

Section 1 Phase A: Lot 1, Block C, Mueller Section 1 Phase A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200400079 in the Official Public Records of Travis County, Texas, Parcel: UC-3

Section 1B-1: Lot 3, Block 5, MUELLER SECTION 1B-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201600289 in the Official Public Records of Travis County, Texas, Parcel: N1e

Section 1B-1: Lots 1 and 2, Block 5, MUELLER SECTION 1B-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201900062 in the Official Public Records of Travis County, Texas, Parcel: N1e-W

Section 1B-2: Lot 1A, Block 3, Resubdivision of Lot 1, Block 3 of Mueller Section 1B-2 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202000133 in the Official Public Records of Travis County, Texas, Parcel: N1b-W

Section 1B-2: Lot 2, Block 3, Mueller Section 1B-2 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800258 in the Official Public Records of Travis County, Texas, Parcel: N1b

Section IC: Lots 13-26, Block 8 and Lots 1-8 and 28-35, Block 9, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section IC: Lots 1-12, Block 8, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section IC: Lots 9-26, Block 9, Mueller Section I-C Phase I Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201300078 in the Official Public Records of Travis County, Texas, Parcel: N1f

Section II-B: Lot 4, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7a

Section II-B: Lot 1, Block 28, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-8

Section II-B: Lot 3, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7B

Section II-B: Lot 1, Block 27, Mueller Section IIB Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200063 in the Official Public Records of Travis County, Texas, Parcel: TC-7c

Section 2C-1: Lot 1, Block 22, MUELLER SECTION 2C-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201300016 in the Official Public Records of Travis County, Texas, Parcel: TC-6

Section 2C-1: Lots 3-5, Block 22, MUELLER SECTION 2C-1 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201300016 in the Official Public Records of Travis County, Texas, Parcel: TC-6

Section 2C-2: Lot 1, Block 4A, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: N1d1

Section 2C-2: Lot 1, Block 4B, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: N1d2

Section 2C-2: Lot 3, Block 1, MUELLER SECTION 2C-2 SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: UC-5b

Section 2C-2: Lot 1, Block 17, Mueller Section 2C-2 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201500048 in the Official Public Records of Travis County, Texas, Parcel: TC-5

Section 2C-3: Lot 1, Block 115, Mueller Section 2C-3 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201700163 in the Official Public Records of Travis County, Texas, Parcel: TC-4b2

Section 2C-4: Lot 1, Block A, Mueller Section 2C-4 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201900104 in the Official Public Records of Travis County, Texas, Parcel: TC-4B1-E

Section 2C-4: Lot 3, Block A, Mueller Section 2C-4 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded as Document No. 201900104 in the Official Public Records of Travis County, Texas, Parcel: TC-4b

Section III: Lot 1, Block D, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-3

Section III: Lot 1, Block A, Mueller Section III Resubdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700270 in the Official Public Records of Travis County, Texas, Parcel: TC-9

Section III: Lot 2, Block A, Mueller Section III Resubdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700270 in the Official Public Records of Travis County, Texas, Parcel: TC-9B

Section III: Lot 1, Block B, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-1B

Section III: Lot 2, Block B, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-1A

Section III: Lot 1, Block C, Mueller Section III Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200500279 in the Official Public Records of Travis County, Texas, Parcel: TC-2

Section IV: Lots 1-34, Block 32, Lots 1-25, Block 33, Lots 9-15, Block 34, Lots 1-28, Block 37, Lots 1-11, Block 38, Lots 13-26, Block 38, Lots 1-26, Block 39, Lots 1-30, Block 40, Lots 1-27, Block 45, Lots 1-26, Block 46, Lots 1-22, Block 47, Lots 1-25, Block 51, Lots 1-22, Block 52, Lots 1-26, Block 54, Lots 1-27, Block 55, Lots 3-15, Block 56, Amended Plat of Mueller Section IV Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700092 in the Official Public Records of Travis County, Texas, Parcels: N2b, N2c, N2e, N2g, N2h

Section V: Lots 23-27, Block 29; Lots 3-21, Block 31; Lots 1-8 and 16-22, Block 34; Lots 1-14 and Lots 16-26, Block 35; and Lots 1-27, Block 36, Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700185 in the Official Public Records of Travis County, Texas and Lots 1, 2, 22, 23, Block 31, Resubdivision of Lots 1 and 2, Block 31 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000105 in the Official Public Records of Travis County, Texas, Parcels: N1j, N2a, N2d

Section V: Lots 1-30, Block 41; Lots 1-26, Block 42; Lots 1-26, Block 43; Lots 1-19, Block 49; Lots 1-27, Block 50; Lots 1-24, Block 53; Lots 1-2 and 16-26, Block 56; Lots 1-25, Block 57; and Lots 1-25, Block 58, Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 200700185 in the Official Public Records of Travis County, Texas , Parcels: N2f, N2i, N2j

Section V: Lots 1-17, 19-34, and 36-51, Block 59B, Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000069 in the Official Public Records of Travis County, Texas, Parcel: N2j

Section V: Lots 4-7, Block 59A, Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100092 in the Official Public Records of Travis County, Texas, Parcel: N2j

Section V: Lots 1-3, and 8, Block 59A, Resubdivision of Block 59A of Resubdivision of Block 59 Mueller Section V Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100092 in the Official Public Records of Travis County, Texas, replatted as Lots 1, 2, 3, 8 and 9, Block 59A; and Lots 1 through 52, Block 59C, Berkman Tower View Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202000101 in the Official Public Records of Travis County, Texas, Parcels: N2jb and N2jc

Section VI: Lots 1, 2, 15, and 16, Block 29, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1i

Section VI: Lots 1-14 and 16-22, Block 25, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-14, Block 24, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-7, Block 19, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 1-8, Block 18; Lots 8-9 and 11-12, Block 19; and Lots 1-8, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcels: N1g and N1h

Section VI: Lots 14-20 and 22-35, Block 19, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 15-22, Block 24 and Lots 10-17, Block 26, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 18-28, Block 26, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 19-26, Block 18 and Lots 17-24, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 23-29, Block 25, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1h

Section VI: Lots 23-31, Block 24; Lots 1-9, Block 26 and Lots 3-14, Block 29, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcels: N1h and N1i

Section VI: Lots 27-34, Block 18 and Lots 9-16 and 25-32, Block 20, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VI: Lots 9-18, Block 18, Mueller Section VI Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100179 in the Official Public Records of Travis County, Texas, Parcel: N1g

Section VIIA: Lot 1, Block 94A, Mueller Section VIIA Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201000093 in the Official Public Records of Travis County, Texas, Parcel: N3l

Section VII-B: Lots 1 and 2, Block 61, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201100201 in the Official Public Records of Travis County, Texas, Parcel: NEa

Section VII-B: Lot 1A, Block 1, Amended Plat of Block 1, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200206 in the Official Public Records of Travis County, Texas, replatted as Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, of Mueller Gateway Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202100099 in the Official Public Records of Travis County, Texas, Parcel: UC-5C

Section VII-D: Lots 3, 4, and 5, Block 61, Mueller Section VII-D Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200222 in the Official Public Records of Travis County, Texas, Parcel: NEa2

Section VII-B: Lot 2A, Block 1, Amended Plat of Block 1, Mueller Section VII-B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201200206 in the Official Public Records of Travis County, Texas, Parcel: UC-5a

Section VII-C: Lots 13-19 and 35-39, Block 95; Lots 1-6, Block 96; and Lots 26-30, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 9-22 and 24-37, Block 106, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 32-39, Block 96, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 1-8, Block 106, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 1-12, Block 95, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 7-12, Block 96 and Lots 1-10, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 20-26 and 28-34, Block 95 and Lots 11-17 and 19-25, Block 97, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 13-30, Block 96, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3m1

Section VII-C: Lots 30-32, Block 84 and Lots 9-12, Block 90, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3g

Section VII-C: Lots 21-29, Block 84; Lots 1-5 and 19-23, Block 85; Lots 1-8, Block 90; and Lots 1-4 and 49-52, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcels: N3g and N3h

Section VII-C: Lots 11-13, 15-32, and 34-48, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3h

Section VII-C: Lots 6-11 and 13-18, Block 85, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcel: N3g

Section VII-C: Lots 1-20, Block 84; Lots 13-23, Block 90; and Lots 5-10 and 53-58, Block 86, Amended Plat of Mueller Section VII-C Subdivision, a subdivision located in Travis County,

Texas, according to the map or plat recorded as Document No. 201400036 in the Official Public Records of Travis County, Texas, Parcels: N3g and N3h

Section VII-C: Lots 3-4, Block 94B, Mueller Section VII-C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201900157 in the Official Public Records of Travis County, Texas, Parcel: N3jk

Section VII E: Lots 9-17, Block 61, Mueller Section VII E Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500200, Parcel: NEa3

Section VII E and Section IX: Lots 1-8, Block 61, Mueller Section VII E Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500200 and Lots 1-7, Block 62, Lots 1-7, Block 63 and Lots 1-7, Block 64, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: NE3a and N4a

Section IX: Lots 17-21, Block 73, and Lots 3-7, Block 75, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: N4b and N3a

Section IX: Lots 5-8, 10-17, 19-22, 30-33, 35-42 and 44-47, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 2-10, Block 78, and Lots 2-4, 6-11 and 20-25, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 10-19, Block 75, Lots 1 and 11, Block 78, Lots 2-3, Block 79, and Lots 1 and 5, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: N3a and N3b

Section IX: Lots 1 and 4, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 1-2 and 8-9, Block 75, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3a

Section IX: Lots 23-29, Block 79, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 12-27, Block 78, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 12-19, Block 80, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N3b

Section IX: Lots 14-15, Block 63, Lots 18-19, Block 64, Lots 3-4 and Lots 25 and 29, Block 68, and Lots 3-4 and Lots 25 and 29, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 14-30, Block 62, Lots 8-15, Block 64, and Lots 1-8, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 1, 2, 15 and 16, Block 73, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4b

Section IX: Lots 13 and 16, Block 63, Lots 17 and 20, Block 64, Lots 2 and 5, Block 68, and Lots 2 and 5, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 17-26, Block 67, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section IX: Lots 8-13, Block 62, Lots 8-12 and 18-22, Block 63, Lots 21-25, Block 64, Lots 9-16, Block 67, Lots 26-28, Block 68, Lots 26-28, Block 69, and Lots 3-14, Block 73, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat

recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcels: N4a and N4b

Section IX: Lots 6-14, and 16-24, Block 68 and Lots 6-14, and 16-24, Block 69, Mueller Section IX Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas, Parcel: N4a

Section XA: Lots 10 – 19, Block 76, Mueller Section XA Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 2018056757 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section XA: Lots 1, 2, 8 and 9, Block 76, Mueller Section XA Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 2019046678 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section XA: Lots 3-7, Block 76, Mueller Section XA Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 2019125134 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section 7F: Lot 1, Block 2, Mueller Section 7F Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202100144 in the Official Public Records of Travis County, Texas, Parcel: UC-6

Section 7F: Lot 2, Block 2, Mueller Section 7F Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202100144 in the Official Public Records of Travis County, Texas, Parcel: N1a

Section 10A: Lots 1-11, Block 65A; Lots 1-6, Block 65B; and Lots 7-14, Block 70A, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 18-21, Block 65A, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 12-17, Block 65A, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 7-10 and Lots 17-20, Block 65B; Lots 15-22, Block 70A; and Lots 7-14, Block 70B, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according

to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 11-16, Block 65B, and Lots 16-21, Block 71, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 1-6, Block 70A, and Lots 1-6, Block 70B, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 15-19, Block 70B, and Lots 1-4, Block 71, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 5-9 and Lots 11-15, Block 71, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 1 and 2 and Lots 15-21, Block 74, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 3-6 and 11-14, Block 74, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N4c

Section 10A: Lots 7-10, Block 74; and Lots 16-20, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 1, 2, 8 and 9, Block 76, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section 10A: Lots 3-7, Block 76, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section 10A: Lots 10 – 19, Block 76, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3c

Section 10A: Lots 1-7, Block 81; Lots 25-31, Block 82; and Lots 1-7, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 8-18, Block 81; and Lots 21-26, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 19-26, Block 81, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 1-4, Block 82, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 5-8, 11-18, 21-24, 32-35, 38-45 and 48-51, Block 82, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10A: Lots 8-15, Block 83, Mueller Section 10A Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201600198 in the Official Public Records of Travis County, Texas, Parcel: N3f

Section 10B: Lots 1-11, Block 111B, Mueller Section 10B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201700246 in the Official Public Records of Travis County, Texas, Parcel: NEb

Section 10B: Lot 12, Block 111B, Mueller Section 10B Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201700246 in the Official Public Records of Travis County, Texas, Parcel: Neb

Section 10C: Lot 2 O/S, Block 77, Mueller Section 10C Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 202000199 in the Official Public Records of Travis County, Texas, Parcel: ES

Section 11: Lots 1-12, 21-22 and 29-30, Block 98; Lots 22-23 and 30-32, Block 100; Lots 9-10, 17-18, 26-27 and 34-35, Block 102; Lots 9-11, 18-19, 24-25 and 32-34, Block 104; Lots 9 and 13-17, Block 107, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 18-21, Block 100; Lots 1-4, Block 103; Lots 20-23, Block 104; Lots 19-23, Block 107; Lots 1-8, Block 108, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 18 and 24, Block 107; Lots 12 and 15, Block 108, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 1-8, Block 102; Lots 1-8, Block 107, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 18-25, Block 103, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 23-24 and 27-28, Block 98; Lots 24-25 and 28-29, Block 100; Lots 11-12, 15-16, 28-29 and 32-33, Block 102; Lots 12-13, 16-17, 26-27 and 30-31, Block 104, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 9-17, Block 100, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 5-10 and 12-17, Block 103, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 19-25, Block 102, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 13-20, Block 98; Lots 1-8, Block 100; Lots 1-8, Block 104, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 25-28, Block 92, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3n1

Section 11: Lots 1-4, 24, 29, Block 92; Lots 20-23, Block 93, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 1-8, Block 89; Lots 1-8, Block 93, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 23-30, Block 87; Lots 1-8 and 29-36, Block 88; Lots 17-20, Block 89, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 1-14, Block 87; Lots 5-7 and 14-16, Block 92; Lots 9-19 and 24-34, Block 93, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 8-9 and 12-13, Block 92, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 25-31, Block 89, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 17-23, Block 92, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 15-22, 31-34 and 36-39, Block 87; Lots 9-16, 32-35 and 37-40, Block 89, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

Section 11: Lots 9-12, 15-22, 25-28, 37-40, 43-50 and 53-56, Block 88, Mueller Section 11 Subdivision, a subdivision located in Travis County, Texas, according to the map or plat recorded as Document No. 201800332 in the Official Public Records of Travis County, Texas, Parcel: N3i1

TRV 201500026
5 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: MUELLER SECTION IX SUBDIVISION

OWNERS NAME: CITY OF AUSTIN

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

CERTIFICATE 2015013473, NOTICE 2015013474

RETURN:

CITY OF AUSTIN PLANNING & DEVELOPMENT 505 BARTON SPRINGS RD 4TH FLOOR AUSTIN TX 78701

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

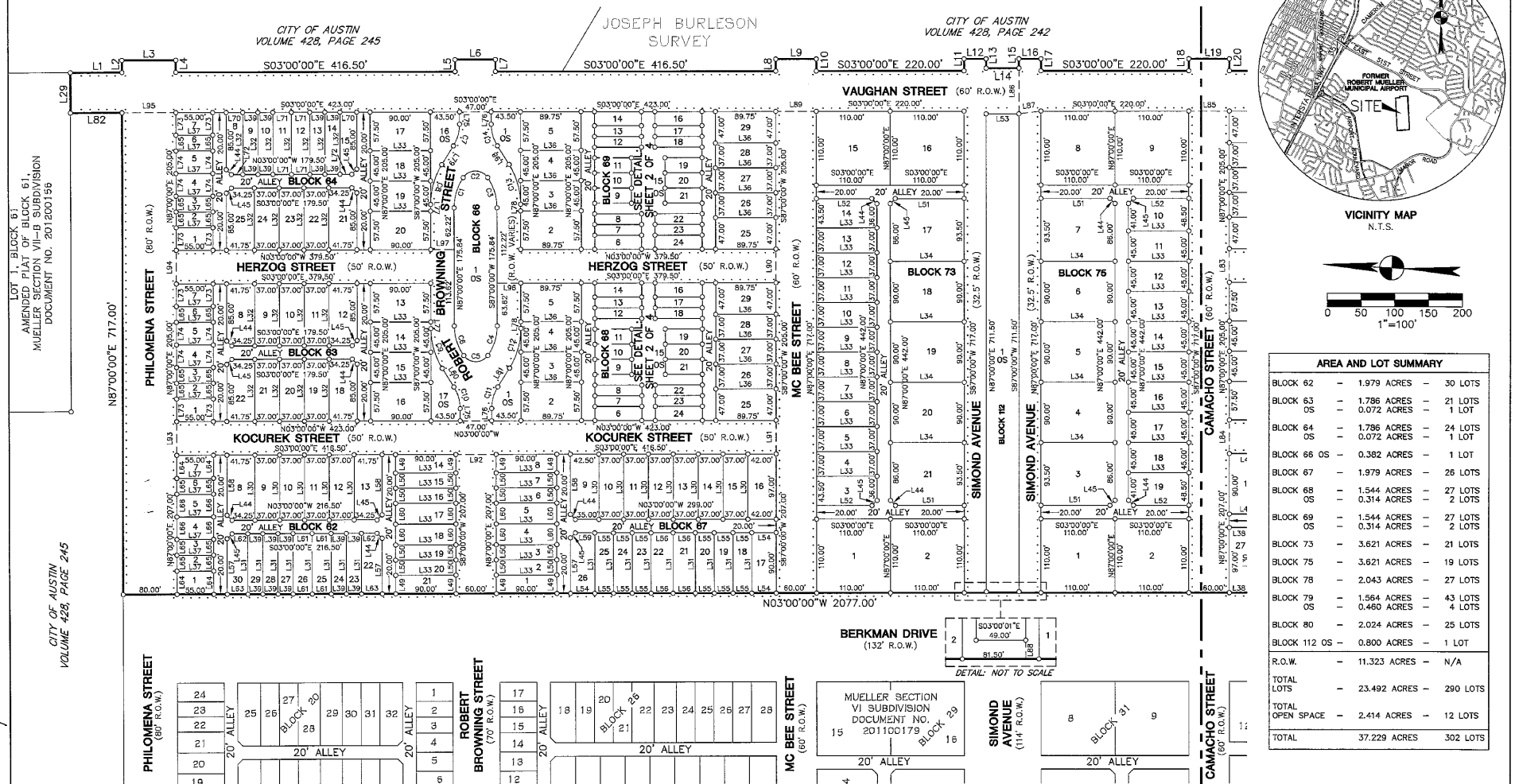
Jan 29, 2015 10:56 AM 201500026

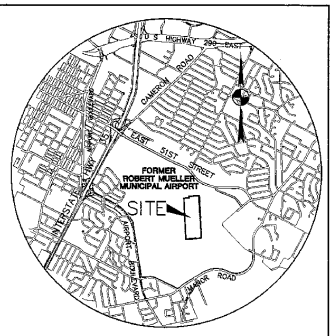
GONZALESM: $156.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

MUELLER SECTION IX SUBDIVISION





VICINITY MAP
N.T.S.

0 50 100 150 200
1"=100'

AREA AND LOT SUMMARY			
BLOCK 62	1.979 ACRES	30 LOTS	
BLOCK 63	1.786 ACRES	21 LOTS	
BLOCK 63 OS	0.072 ACRES	1 LOT	
BLOCK 64	1.786 ACRES	24 LOTS	
BLOCK 64 OS	0.072 ACRES	1 LOT	
BLOCK 66 OS	0.382 ACRES	1 LOT	
BLOCK 67	1.979 ACRES	26 LOTS	
BLOCK 68	1.544 ACRES	27 LOTS	
BLOCK 68 OS	0.314 ACRES	2 LOTS	
BLOCK 69	1.544 ACRES	27 LOTS	
BLOCK 69 OS	0.314 ACRES	2 LOTS	
BLOCK 73	3.621 ACRES	21 LOTS	
BLOCK 75	3.621 ACRES	19 LOTS	
BLOCK 78	2.043 ACRES	27 LOTS	
BLOCK 79	1.564 ACRES	43 LOTS	
BLOCK 79 OS	0.460 ACRES	4 LOTS	
BLOCK 80	2.024 ACRES	25 LOTS	
BLOCK 112 OS	0.800 ACRES	1 LOT	
R.O.W.	11.323 ACRES	N/A	
TOTAL LOTS	23.492 ACRES	290 LOTS	
TOTAL OPEN SPACE	2.414 ACRES	12 LOTS	
TOTAL	37.229 ACRES	302 LOTS	

LINE TABLE

No.	BEARING	DISTANCE
L1	S03°00'00"E	75.07'
L2	N87°00'00"E	18.00'
L3	S03°00'00"E	80.00'
L4	S87°00'00"W	18.00'
L5	N87°00'00"E	18.00'
L6	S03°00'00"E	60.00'
L7	S87°00'00"W	18.00'
L8	N87°00'00"E	18.00'
L9	S03°00'00"E	50.00'
L10	S87°00'00"W	18.00'
L11	N87°00'00"E	18.00'
L12	S03°00'00"E	32.50'
L13	S87°00'00"W	14.00'
L14	S03°00'00"E	49.00'
L15	N87°00'00"E	14.00'
L16	S03°00'00"E	32.50'
L17	S87°00'00"W	18.00'
L18	N87°00'00"E	18.00'
L19	S03°00'00"E	50.00'
L20	S87°00'00"W	18.00'

LINE TABLE

No.	BEARING	DISTANCE
L21	S87°00'00"W	60.00'
L22	S03°00'00"E	17.50'
L23	N03°00'00"W	16.50'
L24	S87°00'00"W	50.00'
L25	S03°00'00"E	16.50'
L26	N03°00'00"W	16.50'
L27	S87°00'00"W	50.00'
L28	S03°00'00"E	16.50'
L29	N03°00'00"W	75.01'
L30	S87°00'00"W	97.00'
L31	S87°00'00"W	90.00'
L32	S87°00'00"W	92.50'
L33	N03°00'00"W	90.00'
L34	N03°00'00"W	110.00'
L35	N87°00'00"E	110.00'
L36	N03°00'00"W	89.75'
L37	S03°00'00"E	55.00'
L38	S03°00'00"E	30.60'
L39	S03°00'00"E	22.50'
L40	S03°00'00"E	33.20'

LINE TABLE

No.	BEARING	DISTANCE
L41	N03°00'00"W	48.50'
L42	N03°00'00"W	37.00'
L43	S03°00'00"E	70.00'
L44	S42°00'00"W	10.61'
L45	S48°00'00"E	10.61'
L46	S03°00'00"E	40.00'
L47	N87°00'00"E	30.00'
L48	N87°00'00"E	35.00'
L49	N87°00'00"E	27.50'
L50	N87°00'00"E	22.50'
L51	S03°00'00"E	102.50'
L52	N03°00'00"W	82.50'
L53	N03°00'00"W	49.00'
L54	N03°00'00"W	36.25'
L55	N03°00'00"W	28.00'
L56	N03°00'00"W	33.00'
L57	S87°00'00"W	82.50'
L58	N87°00'00"E	89.50'
L59	S03°00'00"E	28.75'
L60	N87°00'00"E	31.00'
L61	S03°00'00"E	28.50'

LINE TABLE

No.	BEARING	DISTANCE
L62	S03°00'00"E	23.50'
L63	S03°00'00"E	31.00'
L64	N87°00'00"E	34.62'
L65	N87°00'00"E	23.50'
L66	N87°00'00"E	33.63'
L67	N87°00'00"E	21.00'
L68	N87°00'00"E	16.00'
L69	N87°00'00"E	15.75'
L70	S03°00'00"E	24.75'
L71	S03°00'00"E	27.50'
L72	S03°00'00"E	17.25'
L73	N87°00'00"E	33.62'
L74	N87°00'00"E	33.62'
L75	S87°00'00"W	18.34'
L76	N87°00'00"E	18.34'
L77	S87°00'00"W	9.84'
L78	N87°00'00"E	9.84'
L79	N61°05'12"W	32.82'
L80	S55°05'12"W	32.82'
L81	S61°05'12"E	32.82'
L82	S03°00'00"E	75.07'

LINE TABLE

No.	BEARING	DISTANCE
L83	S87°00'00"W	50.00'
L84	S87°00'00"W	50.00'
L85	S03°00'00"E	60.00'
L86	N87°00'00"E	88.00'
L87	S10°00'59"E	32.75'
L88	S87°00'00"W	1.50'
L89	S03°00'00"E	50.00'
L90	S87°00'00"W	50.00'
L91	S87°00'00"W	50.00'
L92	S03°00'00"E	60.00'
L93	N87°00'00"E	50.00'
L94	S87°00'00"W	50.00'
L95	S03°00'00"E	80.00'
L96	N03°00'00"W	35.00'
L97	S03°00'00"E	35.00'
L98	N55°05'12"E	32.82'

CURVE TABLE

NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	33°59'52"	80.50	47.77	47.07	S76°00'04"E
C2	112°01'16"	22.00	43.01	36.48	S03°00'00"E
C3	33°59'52"	80.50	47.77	47.07	S70°00'04"W
C4	35°25'51"	76.00	47.00	46.25	N75°17'04"W
C5	109°08'17"	22.00	41.91	35.85	N03°00'00"E
C6	35°25'51"	76.00	47.00	46.25	N69°17'04"E
C7	31°54'48"	61.00	33.98	33.54	N77°02'36"W
C8	31°54'48"	112.00	62.38	61.58	N77°02'36"W
C9	31°54'48"	112.00	62.38	61.58	S71°02'36"W
C10	31°54'48"	61.00	33.98	33.54	S71°02'36"W
C11	31°54'48"	61.00	33.98	33.54	S77°02'36"E
C12	31°54'48"	112.00	62.38	61.58	S77°02'36"E
C13	31°54'48"	112.00	62.38	61.58	N71°02'36"E
C14	31°54'48"	61.00	33.98	33.54	N71°02'36"E

MATCH LINE: SEE SHEET 2 OF 4

LEGEND

○	1/2" IRON ROD WITH "BURY" CAP SET
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
	SIDEWALK

BEARING BASIS:
IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED GPS CONTROL MONUMENTS RM01-RM10.

MUELLER SECTION IX SUBDIVISION

A 302 LOT SUBDIVISION CONSISTING OF 37.229 ACRES

DATE: FEBRUARY 2014
PREPARED BY:

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500

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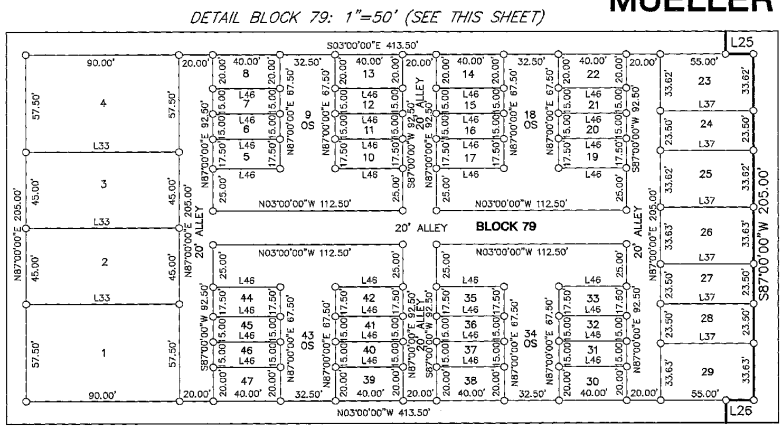
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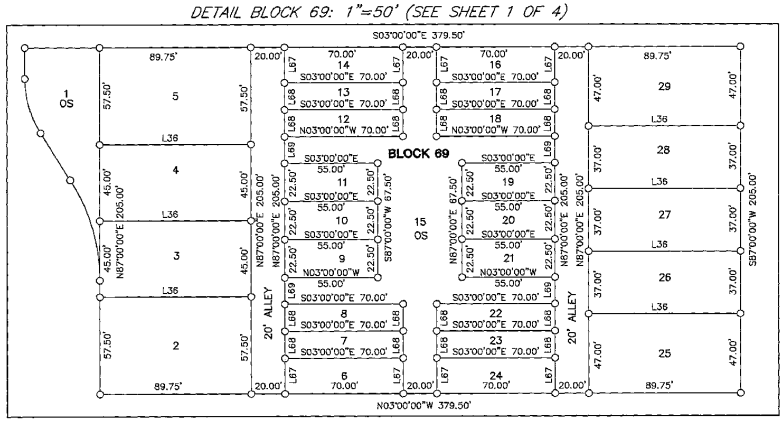
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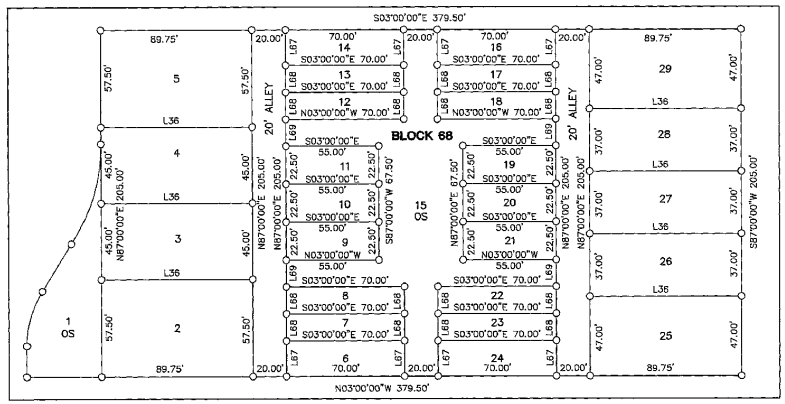
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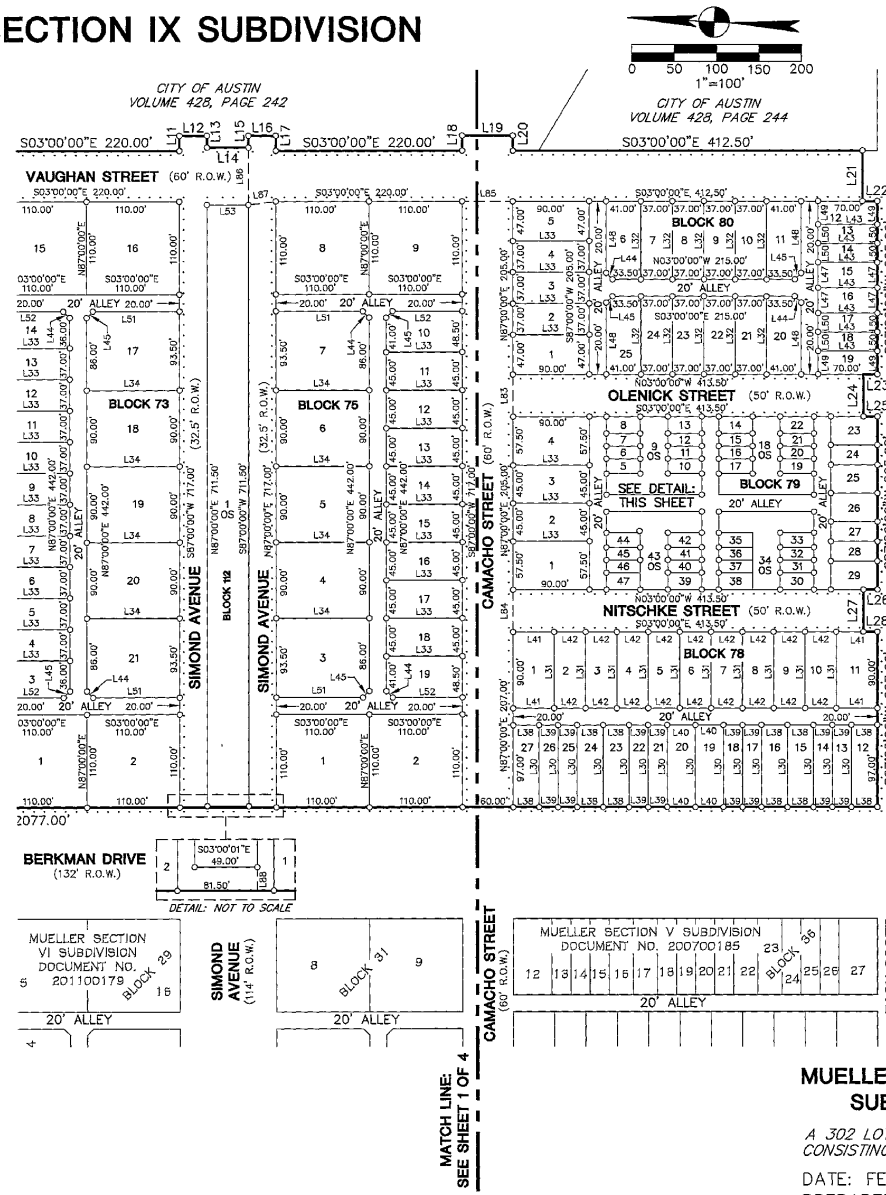
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MUELLER SECTION IX SUBDIVISION









MUELLER SECTION IX SUBDIVISION

A 302 LOT SUBDIVISION CONSISTING OF 37.229 ACRES

DATE: FEBRUARY 2014

PREPARED BY:

LEGEND

○	1/2" IRON ROD WITH "BURY" CAP SET
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
	SIDEWALK

BEARING BASIS:
IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED GPS CONTROL MONUMENTS RM01–RM10.

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-9011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500

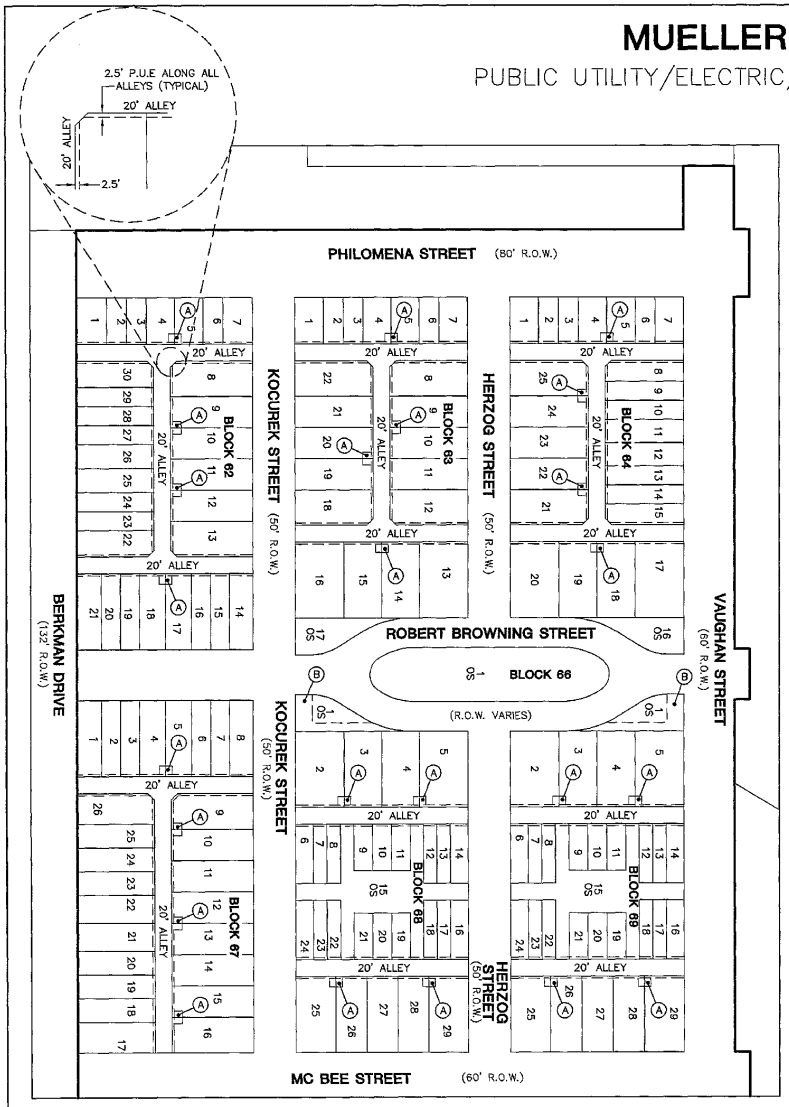
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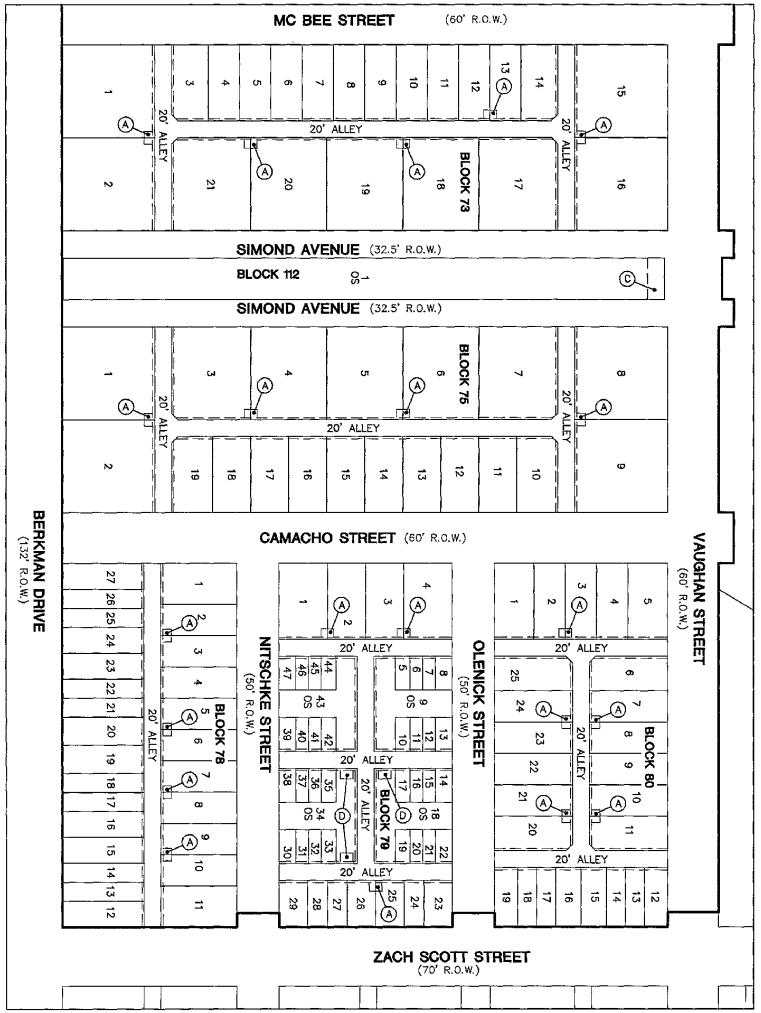
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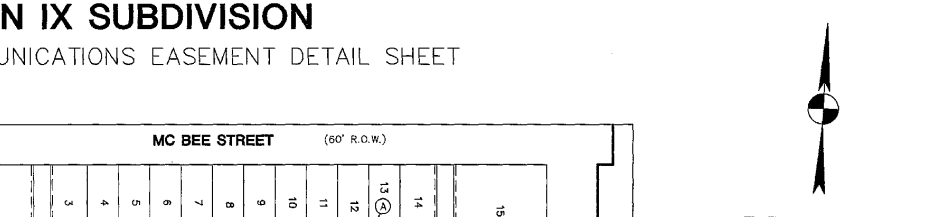
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MUELLER SECTION IX SUBDIVISION

PUBLIC UTILITY/ELECTRIC/TELECOMMUNICATIONS EASEMENT DETAIL SHEET





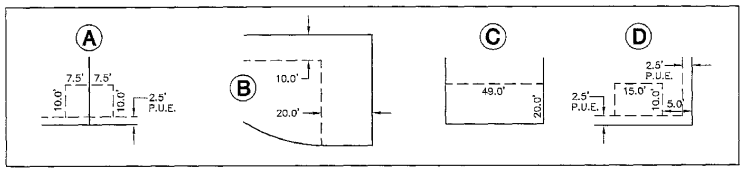


LEGEND

○	1/2" IRON ROD WITH "BURY" CAP SET
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
	SIDEWALK

EASEMENT NOTES AND DETAILS:

1. A 2.5' PUBLIC UTILITY EASEMENT IS TO BE LOCATED ALONG ALL ALLEY RIGHT-OF-WAY LINES.
2. AN ELECTRIC EASEMENT CONFORMING TO THE EXAMPLES BELOW SHALL BE LOCATED AT THE LOT CORNERS DESIGNATED Ⓐ, Ⓑ, Ⓒ, AND Ⓓ HEREON.



MUELLER SECTION IX SUBDIVISION

A 302 LOT SUBDIVISION CONSISTING OF 37.229 ACRES

DATE: FEBRUARY 2014

PREPARED BY:

BURY

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Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500

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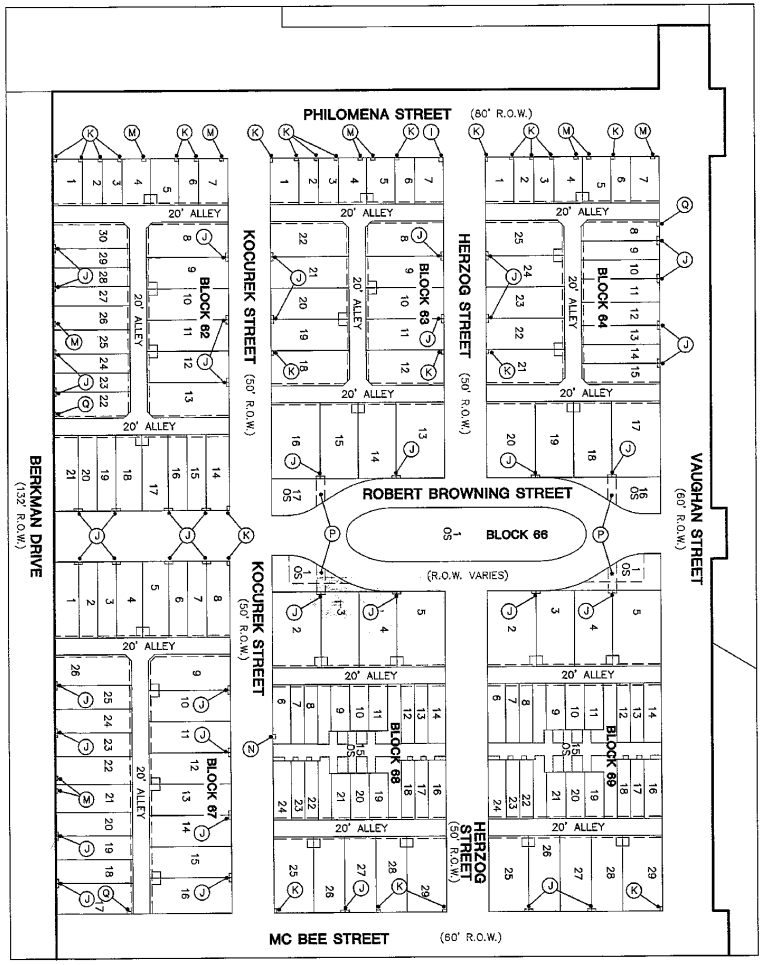
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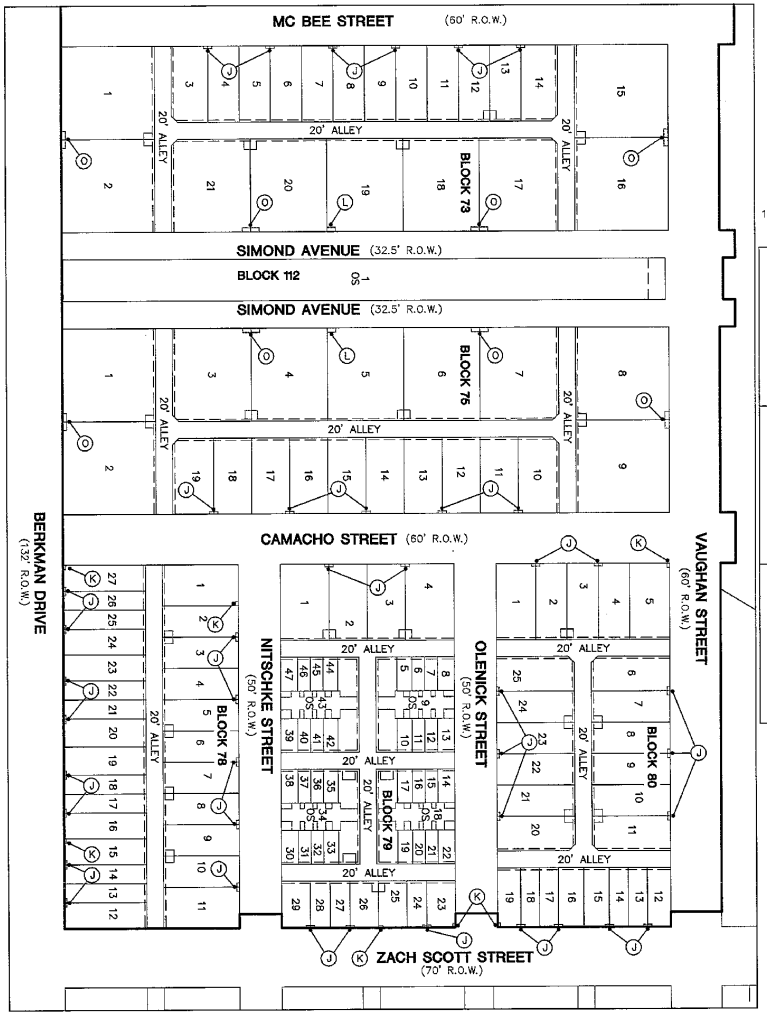
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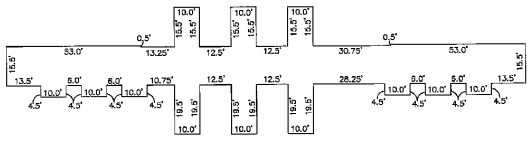
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MUELLER SECTION IX SUBDIVISION

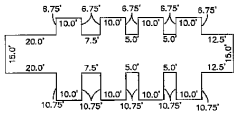
WATER/WASTEWATER EASEMENT DETAIL SHEET



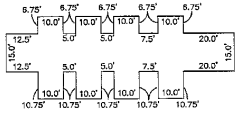




WATER EASEMENT DETAIL
BLOCK 68 AND BLOCK 69



WATER EASEMENT DETAIL
BLOCK 79 - LOT 9 OS AND LOT 18 OS



WATER EASEMENT DETAIL
BLOCK 79 - LOT 34 OS AND LOT 43 OS

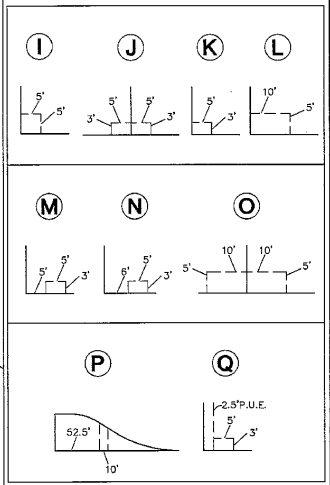
0 50 100 150 200
1"=100'

LEGEND

O	1/2" IRON ROD WITH "BURY" CAP SET
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
	SIDEWALK

EASEMENT NOTES AND DETAILS:

1. A WATER/WASTEWATER EASEMENT CONFORMING TO THE EXAMPLES BELOW SHALL BE LOCATED ON THE LOT AND BLOCKS INDICATED.



MUELLER SECTION IX SUBDIVISION

A 302 LOT SUBDIVISION CONSISTING OF 37.229 ACRES

DATE: FEBRUARY 2014
PREPARED BY:

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Tel. (512) 328-0011 Fax (512) 328-0325
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SHEET 4 OF 5

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MUELLER SECTION IX SUBDIVISION

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

THAT WE, THE CITY OF AUSTIN, A TEXAS MUNICIPAL CORPORATION, ACTING BY AND THROUGH KEVIN JOHNS, DIRECTOR OF ECONOMIC GROWTH AND REDEVELOPMENT SERVICES OFFICE, OWNER OF THAT CERTAIN **37.229 ACRE** TRACT OF LAND OUT OF THE THOMAS HAWKINS SURVEY, THE J.P. WALLACE SURVEY, AND THE JOSEPH BURLESON SURVEY, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE CITY OF AUSTIN BY THE DEEDS OF RECORD IN VOLUME 428, PAGE 242, VOLUME 428, PAGE 244 AND VOLUME 428, PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; ALSO BEING A PORTION OF VACATED NOLEN STREET; SAID **37.229 ACRES** OF LAND HAVING BEEN APPROVED FOR SUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212.015, OF THE LOCAL GOVERNMENT CODE, DO HEREBY SUBDIVIDE SAID **37.229 ACRES** OF LAND IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS **"MUELLER SECTION IX SUBDIVISION"**, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT RELEASED, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 25 OF THE AUSTIN CITY CODE.

BY: _____ 10/27/14
KEVIN JOHNS, DIRECTOR — DATE
ECONOMIC DEVELOPMENT DEPARTMENT
CITY OF AUSTIN
301 W. 2ND STREET, SUITE 2030
AUSTIN, TEXAS 78701

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 27th DAY OF OCTOBER, 2014, BY KEVIN JOHNS

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27th DAY OF OCTOBER, 2014 A.D.

Olivia A. Parker
NOTARY PUBLIC
IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES May 26, 2015

OLIVIA PARKER
Notary Public, State of Texas
May 26, 2015

FLOOD PLAIN NOTE:

NO PORTION OF THIS TRACT LIES WITHIN THE 100 YEAR FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48453C0485 H, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS. NO PORTION OF THIS SITE IS LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

ENGINEER'S CERTIFICATION:

I, JOE FARIAS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CODE OF 1999, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ 10/14/14
JOE FARIAS, P.E. — DATE
TEXAS REGISTRATION NO. 111389
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS — JOSE M. FARIAS — 111389 — LICENSED PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

I, JOHN T. BILNOSKI, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 25 OF THE AUSTIN CODE OF 1999, AS AMENDED, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

_____ 10/14/14
JOHN T. BILNOSKI, R.P.L.S. — DATE
TEXAS REGISTRATION NO. 4998
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS — REGISTERED — JOHN T. BILNOSKI — 4998 — PROFESSIONAL LAND SURVEYOR

GENERAL NOTES:

1. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT REGULATIONS OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE AS MODIFIED BY THE PLANNED UNIT DEVELOPMENT ZONING ORDINANCE NO. 040826-61 AND 20090423-087. ANY REFERENCE TO THE LAND DEVELOPMENT CODE MEANS AS MODIFIED BY ORDINANCE NO. 040826-61 AND 20090423-087.

2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM.

3. WATER AND WASTEWATER SYSTEMS, INCLUDING METERS, SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARDS, PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN WATER UTILITY DEPARTMENT FOR REVIEW. THE CITY MUST INSPECT THE CONSTRUCTION.

4. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS, AS MODIFIED BY CITY OF AUSTIN ZONING ORDINANCE NO. 040826-61, 20090423-087, AND THE MUELLER P.U.D. CRITERIA MANUAL.

5. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT ESTABLISHED BY THE REGIONAL DETENTION PLANS APPROVED BY THE CITY OF AUSTIN.

6. NO BUILDING, FENCES, LANDSCAPING OR OTHER SUCH STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY CITY OF AUSTIN.

7. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITY.

8. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.

9. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ZACK SCOTT DRIVE, BERKMAN DRIVE, VAUGHAN STREET, OLENICK STREET, NITSCHKE STREET, CAMACHO STREET, SIMOND AVENUE, MC BEE STREET, HERZOG STREET, KOCUREK STREET, ROBERT BROWNING STREET, AND PHILOMENA STREET. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOTS BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.

10. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS AS MODIFIED BY CITY OF AUSTIN ZONING ORDINANCE NO. 040826-61 AND 20090423-087.

11. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS INCLUDING WATER AND WASTEWATER UTILITY IMPROVEMENTS TO SERVE EACH LOT, WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION, REPLATTING AND/OR DEDICATION OF EASEMENTS BY SEPARATE INSTRUMENT MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

12. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

13. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

14. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.

15. ANY ELECTRIC UTILITY ACTIVITY INSIDE THE SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT.

16. ANY RELOCATION OF ELECTRIC FACILITIES SHALL BE AT OWNERS/DEVELOPERS EXPENSE.

17. PRIOR TO CONSTRUCTION, EXCEPT DETACHED AND ATTACHED SINGLE FAMILY, ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.

18. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.

19. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.

20. NONCONVENTIONAL SIDEWALKS MAY BE USED SUBJECT TO THE REQUIREMENTS SET FORTH IN THE CITY OF AUSTIN ZONING ORDINANCE NO. 040826-61, 20090423-087, AND THE MUELLER P.U.D. CRITERIA MANUAL.

21. PROPERTY OWNERS SHALL PAY TAP AND IMPACT FEES ONCE APPLICATION FOR A CITY OF AUSTIN WATER AND WASTEWATER UTILITY TAP PERMIT IS MADE.

22. FOR A MINIMUM TRAVEL DISTANCE OF 25' FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE CITY OF AUSTIN.

23. NO STRUCTURE SHALL BE OCCUPIED UNTIL THE WATER QUALITY CONTROL AND DETENTION FACILITY HAVE BEEN CONSTRUCTED, INSPECTED, AND ACCEPTED BY THE CITY OF AUSTIN.

24. NO CONSTRUCTION OR PLACEMENT OF STRUCTURES INCLUDING BUILDINGS, SHEDS, POOLS, LANDSCAPING, OR GARDENS ARE ALLOWED WITHIN A CRITICAL ENVIRONMENTAL BUFFER ZONE PER THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

25. THE WATER AND/OR WASTEWATER EASEMENTS INDICATED ON THIS PLAT ARE FOR THE PURPOSE OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, DECOMMISSIONING AND REMOVAL OF WATER AND/OR WASTEWATER FACILITIES AND APPURTENANCES. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, RETAINING WALLS, TREES OR OTHER STRUCTURES ARE PERMITTED IN WATER AND/OR WASTEWATER EASEMENTS EXCEPT AS APPROVED BY THE AUSTIN WATER UTILITY.

GENERAL NOTES:

27. VEHICULAR ACCESS TO ANY RESIDENTIAL LOT WILL COMPLY WITH CITY OF AUSTIN ZONING ORDINANCE NO. 040826-61 AND 20090423-087, WITH VEHICULAR ACCESS TO AN ALLEY BEING PERMITTED AND PREFERRED.

28. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF THE NOTICE CONCERNING CONSTRUCTION OF SUBDIVISION IMPROVEMENTS BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED Oct. 17, 2014. THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS NEEDED TO SERVE THE LOTS WITHIN THIS SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. 20150134 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

29. THE SELLER IS REQUIRED TO PROVIDE THE BUYER OF EACH LOT, AT THE TIME OF SALE, A HOMEOWNER ENVIRONMENTAL EDUCATION PACKET THAT MUST BE APPROVED BY THE CITY OF AUSTIN. THIS PACKET SHALL INCLUDE AN INTEGRATED PEST MANAGEMENT PLAN (IPM) FOR POLLUTION PREVENTION AND SOURCE CONTROL OF PESTICIDES AND HERBICIDES; AND, A PUBLIC EDUCATION PROGRAM DESCRIBING METHODS TO REDUCE NON-POINT SOURCE POLLUTION. THIS DOCUMENT IS ON FILE AT THE CITY OF AUSTIN AND A RESTRICTIVE COVENANT IS FILED WITH TRAVIS COUNTY AS DOCUMENT NUMBER 2006014581.

30. OPEN SPACE LOTS ON ROBERT BROWNING STREET ARE "LANDSCAPE LOTS AND ARE RESTRICTED TO LANDSCAPING, IRRIGATION, SIDEWALKS, FRANCHISE UTILITY EQUIPMENT, NEIGHBORHOOD MAILBOX CLUSTER, AND APPURTENANCES. ALL OTHER DEVELOPMENT IS NOT PERMITTED."

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE FULL PURPOSE CITY LIMITS OF THE CITY OF AUSTIN ON THIS THE 28th DAY OF October, 2014.

CITY CERTIFICATIONS:

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS.

THIS THE 28th DAY OF October, 2014, A.D.

_____ for
GREGG GUERNSEY, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT
505 BARTON SPRINGS ROAD
AUSTIN, TEXAS 78704

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN ON THE 28th DAY OF October, 2014, A.D.

_____ _____
CHAIRPERSON — SECRETARY

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 29 DAY OF January 2015 A.D. AT 10:56 O'CLOCK A M., AND DULY RECORDED ON THE 29 DAY OF January 2015 A.D. AT 10:56 O'CLOCK A M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 20150026

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 29 DAY OF January 2015 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
1000 GUADALUPE STREET
AUSTIN, TEXAS 78701

BY: Michael P. Gonzales
DEPUTY
Michael P. GONZALES

FILED FOR RECORD AT 10:56 O'CLOCK A M. THIS THE 29 DAY OF January 2015 A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: Michael P. Gonzales
DEPUTY
Michael P. GONZALES

MUELLER SECTION IX SUBDIVISION

A 302 LOT SUBDIVISION CONSISTING OF 37.229 ACRES

DATE: FEBRUARY 2014
PREPARED BY:

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
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