

THE STATE OF TEXAS        §  
COUNTY OF WILLIAMSON    §

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
CEDAR PARK ONE, SECTION ONE

33232

THAT, MANORWOOD CAPITOL CORPORATION, a Texas Corporation hereinafter known as MCC, is the sole owner in fee simple of certain real property located in Williamson County, Texas, and known by official plat designation as Cedar Park One, Section One, as shown by the map or plat of said subdivision, recorded in Plat Records of Williamson County, Texas at Cabinet H, Slide 191-197 inclusive.

THAT, for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting said subdivision and for and in consideration of the mutual benefits to MCC and future owners of property in said subdivision, MCC does hereby declare that all of the lots in the subdivision, (with the exception of Blocks AA, AH, AJ, AK, AL, AM, AN, AO, AP, AQ and Z), hereinabove described ("lots") and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having right, title, or interest in any of the real property or any part thereof in the subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to wit:

#### ARTICLE 1

Section 1. LAND USE AND BUILDING TYPES. Each lot shall be used for residential purposes as herein provided. No building shall be erected, altered, placed or permitted on any lot other than one detached, single-family dwelling, except complexes are permitted on Blocks O, R, LL, MM, NN, Y and BB. No building shall exceed two (2) stories in height. No business of any kind shall be conducted in any residence or on any lot with the exception of the business of MCC, its successors, transferees, or assigns, in developing all of the lots within the subdivision.

Section 2. ARCHITECTURAL CONTROL. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall, fence or any other improvement be altered, modified, added to or removed from any lot until the

construction plan and specifications thereof and a plan showing the location of all buildings, walls, fences and other improvements, including, but not limited to, driveways and setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee", nor shall the topography of the lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee.

The Committee shall be composed of three members. The original members of the Committee shall be TERRY G. JONES, DON B. MAURO and KIM A. HOLLAND. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor by filing with the committee, its successors and assigns, a written designation of the successor. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof. In the event of the death or resignation of all members of the Committee, MCC, its successors or assigns, shall have the authority to designate successor members to such Committee, and if MCC fails to appoint new members within thirty (30) days after having received a written request therefore, the then owners of a majority of the lots in such subdivision shall have the right to designate an Architectural Control Committee.

The Committee, in considering each set of plans and specifications and the plan showing the locations of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with the existing structures, and the location with respect to topography and finished grade elevation.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans and specifications and the plot plan for the improvements to be erected or placed on a lot, or the plans and specifications for the alterations, modification, addition to or removal of any improvements located on a lot, within thirty (30) days after the same have been received by the Committee, then in that event same shall be deemed approved and this covenant complied with. When in the opinion of the Committee, a waiver or modification of any of the restrictive covenants herein would not impair or detract from

the high quality of this subdivision, it may, by written instrument in recordable form, waive or modify any such restriction. All plans and specifications shall be delivered to the Committee in care of KIM A. HOLLAND not less than thirty (30) days prior to the date construction is to be commenced at the offices of P. J. Tremont, Houston Building, Suite 200, 9171 Capital of Texas Highway North, Austin, Texas, 78759 or such other address as it may designate, certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received at such address shall be considered the date of delivery to the Committee.

Section 3. DWELLING AND SIZE. The ground floor area of the main structure of all single-family dwellings, exclusive of one story open porches and garages, shall not be less than the following square feet for a residential dwelling of not more than one story:

<u>BLOCKS</u>	<u>SQUARE FEET</u>
Q - All Lots	900
R - All Lots	900
T - All Lots	1200
U - Lots One (1) thru Eleven (11) Inclusive	1200
V - All Lots	1400
W - All Lots	1200
X - All Lots	1200
Y - All Lots	900
BB - All Lots	900
CC - All Lots	1200
DD - All Lots	1400
EE - All Lots	1200
FF - All Lots	1200
GG - All Lots	1200
HH - All Lots	1200
II - All Lots	1200
JJ - All Lots	1200
KK - All Lots	1200
LL - All Lots	900
MM - All Lots	900
NN - All Lots	900

and with the exception of Blocks Y, BB, Q, R, LL, MM and NN, not less than 1000 square feet for a residential dwelling of more than one story, with the combined area of the first and second floors not less than the above mentioned square feet. The ground floor area of the main structure of all homeplexes, exclusive of one-story open porches and garages, shall not be less than 1800 square feet for a homeplex building (900 square feet per homeplex dwelling unit) of not more than one story and not less than 1000 square feet for a homeplex building (500 square feet per homeplex

dwelling unit) of more than one story, with the combined area of the first and second floors of not less than 2000 square feet (1000 square feet per homeplex dwelling unit). Each single-family dwelling and each homeplex must have an attached and enclosed garage with closable overhead door sufficient for at least two standard-sized automobiles for each living unit; carports are not allowed. Detached garages must be at least fifty percent (50%) masonry and the same architectural style as the house. Unless access is from the side, the garage cannot be nearer to the front street than the main living area of the house.

Slabs shall be constructed to conform to elevations shown on the approved Area Grading Plan for Cedar Park One, Section One.

Section 4. SETBACK AND YARD REQUIREMENTS. Setback, front, rear and side yard requirements shall be those imposed by the City of Cedar Park, Williamson County, Texas. For the purposes of these covenants, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Upon completion of construction for each dwelling unit, the owner shall be required to comply with the landscape guidelines.

Section 5. FENCES, WALLS, HEDGES AND SIDEWALKS. No hedge, fence, or wall may be erected, placed, or altered on any lot nearer to any street than the building setback line on that lot. The Committee shall, in its sole discretion, have the authority to determine rear lot lines, which may be one or more for a single lot, if clear differentiations cannot be made.

There shall be public sidewalks placed on each lot by the Builder in accordance with City of Cedar Park specifications. The lawn is to be sodded one hundred percent (100%) between the sidewalk and the street.

Sidewalks shall be installed before any occupancy in either single-family or homeplex dwelling or before any other use. The standard for the installation of any sidewalks shall be as set out at the time of installation by the City of Cedar Park, Williamson County, Texas, under its Subdivision Ordinance Chapter 9, Section 4, Item G or such ordinance's successor and any other requirement of said City.

Section 6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 7. NUISANCES. No noxious or offensive activities of any kind shall be permitted upon any lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood.

Section 8. TEMPORARY STRUCTURES OR EMPLACEMENT. No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicle without a current license tag, or any tent, shack, barn or other outbuilding which exceeds eight feet in height or is in excess of eight feet in width and ten feet in length, shall be erected, placed, driven onto, altered or permitted to remain on any lot at anytime, either temporarily or permanently, without the prior written consent of the Committee. Each and every lot of the subdivision is intended solely for the erection of a single-family unit dwelling or homeplex with attached garages, and therefore no mobile home or preconstructed building of any kind may be moved upon any lot for any purpose, save and except that MCC or its assigns, successors or duly authorized agents may utilize temporary structures for a sales office or construction office which may be moved onto a lot. This provision shall not apply to vehicles, equipment, or temporary structures utilized by MCC, its transferees or assigns, or contractors or sub-contractors when engaged in construction or repair work, or such work as may be reasonably necessary for the completion of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise.

Section 9. SIGNS AND SALES PROGRAM. No signs of any kind shall be displayed for public view on any lot excepting that one professional sign of not more than one square foot in size, one sign of not more than five square feet advertising the property for sale or rent, or signs of modest dimensions used by a builder to

advertise the property during the construction and sale period may be permitted. The "For Sale" sign on any new construction shall be as approved by MCC, its successors, assigns or duly authorized agents. All merchandising, advertising and sales programming in the subdivision shall be subject to approval by MCC, its successors, assigns or duly authorized agents and shall be in conformity with the general marketing plan for the subdivision.

Section 10. OIL, GAS, MINERAL, MINING AND EXCAVATION OPERATIONS. No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any lot or other area within the subdivision. No oil wells, derricks or tanks, tunnels, mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any lot or any other area of the subdivision.

Section 11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other small and domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 13. MASONRY REQUIREMENTS. All residences in blocks NN 1-22, MM 1-48, O 1-16, R 1-18, BB 1-28, Y 1-24, LL 1-18 shall have a minimum of 25% of their exterior walls of the ground floor of stone or masonry construction, and the remaining blocks shall have a minimum of 75% of their exterior walls of the ground floor of stone or masonry construction. In computing these percentages, (1) all gables shall be excluded from the total area of exterior walls, (2) all windows and door openings shall be excluded from the total area of the exterior walls, and (3) stone and masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation of stone or masonry used.

Section 14. TRUCKS, BUSES AND TRAILERS. No truck larger than 3/4 ton, bus, boat or trailer shall be parked in the street in front of any lot except for construction and repair while a residence or residences are being built or repaired

in the immediate vicinity, and no truck larger than 3/4 ton, bus, boat or trailer shall be parked overnight on the driveway or any portion of the lot as to be visible from the street.

#### ARTICLE II

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. ANNEXATION. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

#### ARTICLE III

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

#### ARTICLE VI

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed



in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu

thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

EXECUTED this the 5<sup>th</sup> day of August, 1986.

NO SEAL

MANORWOOD CAPITOL CORPORATION

By: *Philip J. Tremont*  
MANORWOOD CAPITOL CORPORATION  
PHILIP J. TREMONT, PRESIDENT

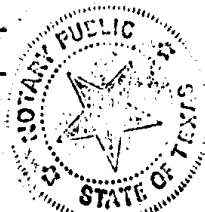
THE STATE OF TEXAS §

COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, on this day personally appeared PHILIP J. TREMONT, PRESIDENT of MANORWOOD CAPITOL CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6<sup>th</sup> day of August, 1986.

*G. Lovett*  
Notary Public in and for the  
State of TEXAS  
My Commission Expires: 6/5/90  
G. LOVETT  
Printed Name of Notary



GRANTOR: MANORWOOD CAPITOL CORPORATION

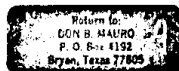
PREPARED IN THE LAW OFFICE OF:

AFTER RECORDING RETURN TO:

DON B. MAURO

P. O. BOX 4192

BRYAN, TX 77805



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

AUG. 19 1986



*James H. Ropertson*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD  
WILLIAMSON COUNTY, TX  
1986 AUG 18 AM 8:26  
*James H. Ropertson*  
COUNTY CLERK

Agreement Concerning Restrictive  
Covenants and Owners Associations

State of Texas                   §  
County of Williamson       §     Know All Men By These Presents:

That this Agreement Concerning Restrictive Covenants and Owners Associations is made and entered into by and between NationsBank of Texas, N.A., Ancillary Trustee under the Will of Herman Aubrey Moore ("Trustee"), SM One Limited Partnership ("SM One") and Centex Real Estate Corporation (herein "Centex") on the date last written below, and is as follows:

RECITALS

- A. Centex, Trustee and SM One own adjoining parcels of land in Williamson County, Texas, and desire to create mutually beneficial restrictive covenants, a master property owners association and sub-associations to own and maintain certain common areas and rights-of-way serving all parcels of land.
- B. Trustee is the owner of the land described in Exhibit "A" attached hereto and incorporated herein by reference (the "Trust Property").
- C. Centex is the owner of the land described in Exhibit "B" attached hereto and incorporated herein by reference (the "Centex Property").
- D. SM One is the owner of the land described in Exhibit "C" attached hereto and incorporated herein by reference (the "SM One Property").

WITNESSETH

In consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and mutual benefits herein expressed, Trustee, SM One and Centex covenant and agree as follows:

1. Trustee, SM One and Centex shall encumber the parcels of land described in Exhibits "A", "B" and "C" with covenants running with the land to establish a mandatory membership master property owners association to own and maintain common areas and rights-of-way serving the land.
2. The master property owners association shall be empowered to impose mandatory assessments enforceable by liens filed against the land which shall be apportioned between the Trust Property, the Centex Property and the SM One Property in the following manner:
  - (a) The initial allocation of the total budgeted assessments shall be as follows:
 

Centex Property	40%
Trust Property	45%
SM One Property	15%
  - (b) As single family residential Lots are developed on the Trust Property or the SM One Property, upon completion, they shall be allocated the portion of the Trust Property assessment, or the SM One

Property assessment, as the case may be, equal to the per Lot allocation of the Centex Property assessment. This process shall continue until all of the Trust Property assessment and all of the SM One Property assessment has been allocated to single family residential Lots or in accordance with Subsection 2(c).

(c) Portions of the Trust Property assessment and the SM One Property assessment shall be assigned to tracts developed or sold by Trustee or SM One for the following uses in the following ways:

- (1) Apartments - Assign at least 1 residential Lot assessment equivalent for each 7 apartment units.
- (2) Townhomes - Assign at least 1 residential Lot assessment equivalent for each townhome unit.
- (3) Commercial - Assign at least 1 residential Lot assessment equivalent for each 6,000 square feet of land (or fraction thereof).
- (4) Condominiums - Assign at least 1 residential Lot assessment equivalent for each 7 condominium units.

(d) At such time as the entire master property owners association budget is being supported by assessments on Lots or land owned by persons or entities other than Centex, Trustee or SM One, no portion of the remaining Trust Property or SM One Property shall be subject to assessment until such land has been sold by the Trustee or SM One. Upon sale, all such land shall be subject to assessment and the total budget shall be adjusted at the next regular adjustment period to reallocate assessments proportionately.

3. Centex, Trustee and SM One agree to cooperate to establish the master property owners association by recording the necessary declaration, articles of incorporation and bylaws by October 31, 1992. If no agreement concerning the master property owners association has been executed and recorded by October 31, 1992, Trustee and SM One shall have the right to record a declaration encumbering Centex's property provided that such declaration does not conflict with any of the terms of this Agreement.

4. Notwithstanding anything herein to the contrary, Centex shall have no obligation to approve a master property owners association or declaration that does not conform to the requirements of FHA, VA or FNMA, and SM One and Trustee shall have no right to record any such declaration. Any terms of a declaration recorded by SM One and Trustee pursuant to Section 3 of this Agreement that violate the requirements, rules, regulations or standards of FHA, VA or FNMA shall be void and of no force or effect whatsoever. No master property owners declaration recorded by SM One and Trustee shall reserve unto SM One or Trustee jointly or severally the right to amend or terminate such declaration, and any such purported right shall be void and of no force or effect whatsoever.

5. The master property owners association declaration shall impose a restrictive covenant running with the land prohibiting the use of any of the Property covered by the master property owners association for sexually oriented businesses, night clubs, lounges or bars, provided however that the restrictions shall not prohibit the operation of restaurants, cafes or similar establishments whose principal business is the service of food to which the service of alcoholic beverages is incidental.
6. Management of the master property owners association shall be by a board of directors or similar organization, and the owners of the SM One Property, the Trust Property and the Centex Property shall each be entitled to appoint one (1) voting member to such association (for a total of three members).
7. Centex, SM One and Trustee shall each have the right to record declarations imposing additional restrictive covenants against their respective parcels and creating sub-associations, provided that no sub-association documents or declaration shall contradict or conflict with the master property owners association declaration, articles of incorporation or bylaws; provided, however, the lien securing the payment of any assessments payable to the master property owners association shall be superior to the lien securing the payment of any sub-association assessments, and in the event of any limitation on the aggregate amount of assessments payable with respect to any of the property described herein, assessments payable to the master property owners association shall take precedence over any assessments payable to a sub-association. No party shall have the right or authority to review or approve the restrictive covenants or declaration or sub-association documents adopted by the other party affecting only the parcel of land belonging to the party adopting such documents. Notwithstanding the foregoing, Centex has executed, and herewith delivers to SM One, a Declaration of Covenants, Conditions and Restrictions of Cedar Park One, Section One, also known as Carriage Hills (DCCR), imposing restrictive covenants upon the Centex Property. Trustee shall hold the DCCR in escrow and shall return it to Centex unrecorded upon receipt of satisfactory evidence that Centex has recorded restrictive covenants at least as onerous as the DCCR as covenants running with the ownership of the Centex Property. If Centex fails to record such restrictions by October 31, 1992, Trustee shall have the right to record the DCCR at any time thereafter, provided that the final plat of the Centex Property has been filed of record.
8. In the event of an impasse in the resolution of any disagreement between the parties concerning the subject matter of this Agreement, the parties agree to submit such dispute to binding arbitration according to the rules of the American Arbitration Association. The expense of such arbitration shall be paid as determined by the arbitrator.
9. This Agreement shall be binding upon and inure to the benefit of Centex, SM One and Trustee and their respective assigns who expressly agree in writing to be bound by such Agreement. Under no circumstances shall this Agreement create any right or benefit in any third party who is not a party to this Agreement (or an assignee of such party).
10. If this Agreement is recorded in the real property records of Williamson County, it shall become null and void and of no force or effect upon (a) recording of the master property owners association declaration or (b) 20 years from the date of execution of this Agreement, whichever occurs first.

Executed on September 16, 1992.

SM One Limited Partnership  
 BY: Sage Land Company, Inc.  
 its General Partner

By: [Signature]  
 Title: President

Centex Real Estate Corporation

By: [Signature]  
 Phil Warnick  
 Division President

NationsBank of Texas, N.A.,  
 Ancillary Trustee under the  
 Will of Herman Aubrey Moore

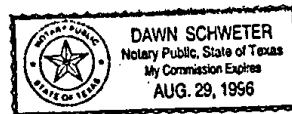
By: [Signature]  
 Lewis Little  
 Senior Vice President

STATE OF TEXAS     §  
                               §  
 COUNTY OF TRAVIS   §

This instrument was acknowledged before me this 16<sup>th</sup> day of September, 1992, by William F. Burrows, Jr., President of Sage Land Company, Inc., a Texas corporation, on behalf of said corporation as General Partner of SM One Limited Partnership, a Texas limited partnership.

Dawn Schweter  
 Notary Public State of Texas

Notary's Name Printed \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

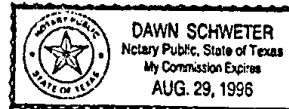


STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16<sup>th</sup> day of September, 1992, by Phil Warnick, Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of said corporation.

Dawn Schweter  
Notary Public State of Texas

Notary's Name Printed \_\_\_\_\_  
My commission expires: \_\_\_\_\_

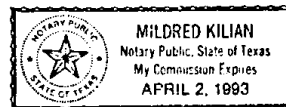


STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me this 16<sup>th</sup> day of September, 1992, by Lewis Little Senior Vice President of NationsBank of Texas, N.A., a national bank, acting herein as Trustee of the Estate of Herman Aubrey Moore.

Mildred Kilian  
Notary Public State of Texas

Notary's Name Printed \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



MISTRANS\CEDARPK.AGM

AFTER RECORDING RETURN TO:  
1ST SECURITY TITLE COMPANY  
701 BRAZOS STREET, #110  
AUSTIN, TX 78701  
GF#: B02746 DT



EXHIBIT A

Tract One: Lot 1, Block 22, Lots 1 and 2, Block 2, Lot 1, Block AA, Lot 12, Block U, Lot 1, Block AH, Lot 1, Block AJ, Lot 1, Block AK, Lot 1, Block AL, Lot 1, Block AM, Lot 1, Block AN, Lot 1, Block AO, Lot 1, Block AP and Lots 1 and 2, Block AQ, in Cedar Park One, Section 1, a subdivision in Williamson County, Texas, according to the plat recorded in Cabinet H, Slide 191, Plat Records of Williamson County, Texas.

Tract Two: Lots 49 thru 66, Block MM, Cedar Park Two, an addition in Williamson County, Texas, according to the map or plat of record in Cabinet H, Slide 324, Plat Records of Williamson County, Texas.

Tract Three: Lot 1, Block A of the Replat of Cedar Park Two, a subdivision in Williamson County, Texas, according to the plat recorded in Cabinet J, Slide 244, Plat Records of Williamson County, Texas.

EXHIBIT B

Lots 1-17, Block KK, Lots 1-10, Block JJ, Lots 1-11, Block U, Lots 1-16, Block Q, Lots 1-22, Block T, Lots 1-28, Block V, Lots 1-36, Block DD, Lots 1-14, Block II, Lots 1-14, Block HH, Lots 1-12, Block GG, Lots 1-10, Block FF, Lots 1-48, Block MM, Lots 1-22, Block NN, Lots 1-18, Block LL, Lots 1-10, Block EE, Lots 1-10, Block W, Lots 1-18, Block R, Lots 1-18, Block X, Lots 1-20, Block CC, Lots 1-28, Block BB, and Lots 1-24, Block Y, in Cedar Park One, Phase One, a subdivision in Williamson County, Texas, according to the plat recorded in Cabinet H, Slide 191, Plat Records of Williamson County, Texas.

7523.20

TRACT ONE

A DESCRIPTION OF A 142.83 ACRE TRACT OF LAND OUT THE JANE GLASSCOCK SURVEY, ABSTRACT NO. 257 IN WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 143.0112 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN EXHIBIT "A" OF A SUBSTITUTE TRUSTEE'S DEED TO WESTERN FEDERAL SAVINGS AND LOAN ASSOCIATION RECORDED IN VOLUME 1563, PAGE 486 OF THE WILLIAMSON COUNTY OFFICIAL RECORDS; SAID 142.83 ACRE TRACT, AS SHOWN ON SHEETS 5 & 6 OF SRI DRAWING NO. S043-1853-01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in a fence in the south line of West New Hope Road (40' R.O.W.), being the most northerly corner of the said 142.83 acre tract and also being the most westerly corner of a called 135.657 acre tract described as Tract II in Exhibit "A" of the said Substitute Trustee's Deed to Western Federal Savings and Loan Association;

THENCE leaving the said south line of West New Hope Road, with the east line of the said 143.0112 acre tract, being a westerly line of the said 135.657 acre tract the following two (2) courses and distances:

1. S 19° 11' 09" E, a distance of 2241.09 feet to an iron rod found at the northwest corner of Highland Drive (70' R.O.W.) as shown on the plat of Cedar Park One, Section 1, a subdivision of record in Cabinet H, Slide 191 of the Williamson County Plat Records, and
2. S 19° 48' 10" E, passing at a distance of 73.84 feet an iron rod found for a southerly corner of the said 135.657 acre tract, being the west corner of a called 0.75 acre tract described in a deed to G.T. Allen and recorded in Volume 135, Page 199 of the Williamson County Deed Records, continuing with the said east line of the 143.0112 acre tract, being the west line of the said 0.75 acre tract, a total distance of 218.28 feet to a concrete monument found for the most easterly corner of the said 143.0112 acre tract, being the south corner of the said 0.75 acre tract;

THENCE with the south line of the said 143.0112 acre tract, S 70° 46' 31" W, a distance of 2284.83 feet to an iron rod found in concrete for a westerly corner of a called 28.0 acre tract of land described in a deed to Jim Boatright and recorded in Volume 635, Page 637 of the Williamson County Deed Records, being a north easterly corner of a called 26.487 acre tract described in a deed to Randy C. Rogers, Trustee and recorded in Volume 1108, Page 736 of the Williamson County Official Records;

THENCE continuing with the south line of the said 143.0112 acre tract, being a north line of the said 26.487 acre tract the following three (3) courses and distances:

1. S 69° 29' 39" W, a distance of 109.13 feet to an iron rod found,
2. N 82° 35' 23" W, a distance of 44.99 feet to an iron rod found, and
3. S 71° 23' 08" W, a distance of 122.32 feet to an iron pipe found for the most southerly corner of the 143.0112 acre tract, being the most easterly corner of a called 68.38 acre tract of land described in a deed to Marion Shipman, et ux (1/2 interest) and recorded in Volume 837, Page 10 of the Williamson County Deed Records;

THENCE with the west line of the said 143.0112 acre tract, the following three (3) courses and distances:

1. N 18° 14' 33" W, a distance of 896.56 feet to an iron rod found,
2. N 18° 19' 31" W, a distance of 744.80 feet to an iron rod found, and
3. N 18° 35' 13" W, a distance of 789.70 feet to an iron pipe found in concrete in the said south line of West New Hope Road (40' R.O.W.) for the most westerly corner of the said 143.0112 acre tract;

Tract 16  
Cedar Park  
142.83 Acres

VOL 2194 PAGE 144

FN 4597C (RLM)  
August 14, 1992  
SRI Job No. 1853-03


THENCE with the said south line of West New Hope Road (40' R.O.W.) being the north line of the said 143.0112 acre tract, N 70° 33' 30" E, a distance of 2519.94 feet to the POINT OF BEGINNING and containing 142.83 acres of land.

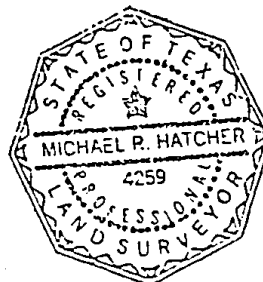
THE STATE OF TEXAS     I  
                                 I     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS     I

That I, Michael R. Hatcher, a Registered Professional Land Surveyor, do hereby certify that the above description was prepared under my direction and supervision and that it is true and correct to the best of my knowledge in accordance with a survey made on the ground during June and July 1992 under the supervision of Donald J. Kirby, Registered Professional Land Surveyor, No. 2508.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20<sup>th</sup> day of August, 1992, A.D.

SURVEY RESOURCES, INC.  
P.O. Box 162690  
Austin, Texas 78716-2690

  
Michael R. Hatcher  
Registered Professional Land Surveyor  
No. 4259 - State of Texas



TRACT TWO

A DESCRIPTION OF A 21.76 ACRE TRACT OF LAND OUT OF THE S. J. DOVER LEAGUE, ABSTRACT NO. 168 IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 135.657 ACRE TRACT OF LAND DESCRIBED AS TRACT II IN EXHIBIT "A" OF A SUBSTITUTE TRUSTEE'S DEED TO WESTERN FEDERAL SAVINGS AND LOAN ASSOCIATION RECORDED IN VOLUME 1563, PAGE 486 OF THE WILLIAMSON COUNTY OFFICIAL RECORDS; SAID 21.76 ACRE TRACT, AS SHOWN ON SHEET 6 OF SRI PLAT NO. S043-1853-01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in a fence in the south line of West New Hope Road (40' R.O.W.) and being the most westerly corner of the said 135.657 acre tract and also being the most northerly corner of a called 143.0112 acre tract of land described as Tract I in Exhibit "A" of the said Substitute Trustee's Deed to Western Federal Savings and Loan Association;

THENCE with the south line of the said West New Hope Road being the north line of the said 135.657 acre tract, N 70° 36' 05" E, a distance of 479.58 feet to an iron rod found in the west line of Park One Blvd. (100' R.O.W.) as shown on the plat of Cedar Park One, Section 1, a subdivision of record in Cabinet H, Slide 191 of the Williamson County Plat Records;

THENCE with the said west line of Park One Blvd. (100' R.O.W.), the following seven (7) courses and distances:

1. S 19° 23' 55" E, a distance of 10.00 feet to an iron rod found,
2. A distance of 31.58 feet with the arc of a curve to the right having a radius of 20.00 feet, a central angle of 90° 28' 13" and chord which bears, S 64° 09' 49" E, a distance of 28.40 feet to an iron rod found,
3. S 18° 55' 42" E, a distance of 1221.72 feet to an iron rod found for point of curvature,
4. A distance of 113.12 feet with the arc of a curve to the right having a radius of 300.00 feet, a central angle of 21° 36' 18" and chord which bears, S 08° 07' 33" E, a distance of 112.45 feet to an iron rod found for point of tangency,
5. S 02° 40' 36" W, a distance of 611.71 feet to an iron rod found for point of curvature,
6. A distance of 150.53 feet with the arc of a curve to the left having a radius of 400.00 feet, a central angle of 21° 36' 19" and chord which bears, S 08° 07' 33" E, a distance of 149.94 feet to an iron rod found for point of tangency, and
7. S 18° 55' 42" E, a distance of 146.81 feet to an iron rod found for point of curvature of the curve return at the northwest corner of the said Park One Blvd. and Highland Drive (70' R.O.W.) as shown on the said Cedar Park One, Section 1 plat;

THENCE with the said curve return, a distance of 31.42 feet with the arc of a curve to the right having a radius of 20.00 feet, a central angle of 90° 00' 00" and chord which bears, S 26° 04' 18" W, a distance of 28.28 feet to an iron rod found for point of tangency in the north line of said Highland Drive;

THENCE with the said north line of Highland Drive, S 71° 04' 18" W, a distance of 195.33 feet to an iron rod found in the west line of said 135.657 acre tract, being the east line of the said 143.0112 acre tract of land;

Tract 15 (21.76 Acres)  
Cedar Park  
Remainder of 135.657 Acre Tract

FN 4596 (RLM)  
August 13, 1992  
SRI Job No. 1853-03

THENCE with the said west line of the 135.657 acre tract, being the east line of the said 143.0112 acre tract, N 19° 11' 09" W, a distance of 2241.09 feet to the POINT OF BEGINNING and containing 21.76 acres of land.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

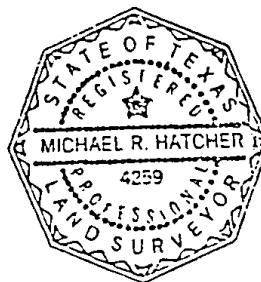
COUNTY OF TRAVIS

That I, Michael R. Hatcher, a Registered Professional Land Surveyor, do hereby certify that the above description was prepared under my direction and supervision and that it is true and correct to the best of my knowledge in accordance with a survey made on the ground during June and July 1992 under the supervision of Donald J. Kirby, Registered Professional Land Surveyor, No. 2508.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18<sup>th</sup> day of August, 1992, A.D.

SURVEY RESOURCES, INC.  
P.O. Box 162690  
Austin, Texas 78716-2690

*Michael R. Hatcher*  
Michael R. Hatcher  
Registered Professional Land Surveyor  
No. 4259 - State of Texas



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



SEP 23 1992  
*Clair P. Borge*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

1992 SEP 23 AM 10:37  
*Clair P. Borge*

9946

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CEDAR PARK ONE, SECTION 1, CARRIAGE HILLS, SECTION 1,  
ALSO KNOWN AS CARRIAGE HILLS

THIS DECLARATION is made on the date hereinafter set forth by CENTEX REAL ESTATE CORPORATION, a Nevada corporation hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property in Williamson County, Texas, described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive planned community known as Cedar Park One, Section 1 and Carriage Hills, Section 1, also known as "Carriage Hills" on the land described on Exhibit "A" and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW THEREFORE, the Declarant declares that the real property described on attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1. "Property" shall mean and refer to the real property described on the attached Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.2. "Association" shall mean and refer to the C.P. Carriage Hills Homeowner's Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.

Section 1.3. "Lot" shall mean and refer to any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.4. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

Section 1.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.6. "Declarant" shall mean and refer to Centex Real Estate Corporation, its successors and assigns who are designated

as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 1.7. "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

Section 1.8. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any areas within public rights-of-way or easements that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the members.

Section 1.9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Cedar Park One, Section One, Carriage Hills, Section 1, also known as Carriage Hills, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.10. "Plat" shall mean and refer to the Plat of Cedar Park One, Section One recorded in Cabinet H, Slide 191 and the Plat of Carriage Hills, Section 1, recorded in Cabinet K, Slide 158 of the Plat Records of Williamson County, Texas.

Section 1.11. "Builder" shall mean and refer to Centex Real Estate Corporation and any other residential building company acquiring Lots from the Declarant for the purpose of construction and sale of homes.

Section 1.12. "Maintenance Agreement" shall mean and refer to the Easement and Maintenance Agreement dated MARCH 1993, by and among SM One Limited Partnership, a Texas limited partnership, NationsBank of Texas, N.A., Ancillary Trustee under the will of Herman Aubrey Moore and the Association.

Section 1.13. "SM One" shall mean and refer to SM One Limited Partnership, a Texas limited partnership.

Section 1.14. "Trustee" shall mean and refer to NationsBank of Texas, N.A., Ancillary Trustee under the will of Herman Aubrey Moore.

## ARTICLE II

### C.P. CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.

Section 2.1. Membership. The Declarant and every Owner of a Lot by virtue of ownership of such Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be two (2) classes of membership, Class A and Class B as described in Section 2.4.

#### Section 2.2. Funding.

Subject to the terms of this Article II, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall



be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

Section 2.3. Annual Assessment or Charge.

a. Units Owned by Class A Members. Subject to the terms of this Article, each improved Lot is hereby subject to an initial maximum maintenance charge of \$120.00 per annum (until such maintenance charge shall be modified as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly or annual installments, commencing as to all Lots on which an occupied Unit is then located on the conveyance of the first Lot to a Class A Member and as to all other Lots as of the occupancy or sale (whichever is earlier) of a Unit thereon. The annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. A Lot shall be deemed to be an "improved Lot" when construction of a Unit thereon is completed and closing of a sale thereof has taken place, or when the Unit is occupied as a residence, whichever first occurs. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each assessment period. Said rate may be adjusted within the limit permitted by the Bylaws from time to time by the Board of Directors as the needs of C.P. Carriage Hills Homeowners Association, Inc. may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform except as provided in Subsection b of this Section 2.3. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

b. Units on Lots Owned by Declarant. Notwithstanding the foregoing, the Declarant and any Builder owning unimproved Lots or Units that are not occupied shall pay assessments at the rate of one-fourth (1/4) the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in Section 2.4, and Declarant hereby covenants and agrees that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected. In the alternative, Declarant shall have the right to pay full Class A assessments on its Lots without thereby relinquishing its Class B status and shall then be excused from the payment of any budget deficits.

c. Purposes of Maintenance Fund. The Association shall establish a maintenance fund composed of annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for walls, grounds, landscaping, lights, irrigation and electricity for rights-of-way of FM 1431, Park One Boulevard, North Lakeline Boulevard, Bagdad Road, and Cedar Hills Road; participation with SM One and Trustee as adjacent landowners pursuant to the Maintenance Agreement, toward the cost of maintenance of the medians, the planting of flowers and maintenance of community signage along said rights-of-way; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen, if any; caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Area. The fund shall be established and maintained out of regular annual assessments.

Section 2.4. Non-payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate of interest allowed by Texas law from time to time. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

Section 2.5. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at

the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Public Records of Williamson County, Texas.

Section 2.6. Voting Rights. The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Owners with the exception of Declarant and any Builder and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B members shall be the Declarant and any Builder who shall be entitled to three (3) votes for each unoccupied Lot they own. The Class B membership shall cease and be converted to Class A membership one hundred twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or on January 31, 2002, whichever occurs earlier. Class B membership shall be reinstated at any time before the expiration of ten (10) years from the date of conveyance of the first Lot if additional Lots owned by a Class B member are annexed into the Association in sufficient numbers to restore a ratio of at least one Class B Lot to each three Class A Lots in the overall area subject to the Association, but any such reinstated Class B status shall terminate upon the occurrence of the events set forth above.

c. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association.

ARTICLE III

GENERAL POWERS AND DUTIES OF  
BOARD OF DIRECTORS OF THE ASSOCIATION

Section 3.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

b. Care and preservation of the Common Maintenance Area.

c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon no more than ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

d. Legal and accounting services.

e. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.

f. Workers compensation insurance to the extent necessary to comply with any applicable laws.

g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

h. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

i. The Association's proportionate share of maintenance costs, if any, due and payable pursuant to the Maintenance Agreement.

Section 3.2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

e. To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

h. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 3.3. Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 3.4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

#### ARTICLE IV

##### TITLE TO COMMON AREAS

Section 4.1. Association to Hold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

Section 4.2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the

Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

Section 4.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

#### ARTICLE V

##### ARCHITECTURAL REVIEW

Section 5.1. Architectural Control Committee. A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of three (3) members.

a. The members of the ACC shall be appointed, terminated and/or replaced by the Declarant so long as there is Class B membership. Thereafter the members of the ACC shall be appointed, terminated and/or replaced by the Board of Directors. The members appointed to the ACC are Phil Warnick, Lowell Stacy and Dennis Ciani.

b. The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.

c. The ACC shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

Section 5.2. Scope of Review. No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article V.

Section 5.3. Submission of Plans. Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations,

specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Section 5.4. Plan Review. Upon receipt by the ACC of all of the information required by this Article V, it shall have twenty-one (21) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the ACC; and (v) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement [6 months for the construction of a complete house]. In the event that the ACC fails to issue its written approval within twenty-one (21) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action.

Section 5.5. Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 5.6. Immunity of ACC Members. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

Section 5.7. Address for Notice. Requests for ACC approval or correspondence with the ACC shall be addressed to the Carriage Hills Architectural Control Committee and mailed or delivered to the principal office of Centex Real Estate Corporation in Travis County, Texas, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

## ARTICLE VI

### EASEMENTS

Section 6.1. Utility Easements. As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon cessation of Class B membership, the

Association shall have the right to grant the easements described herein.

**Section 6.2. Declarant's Easement to Correct Drainage.** As long as Class B membership shall be in effect, Declarant hereby reserves for the benefit of Declarant and any Builder a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property.

**Section 6.3. Easement for Unintentional Encroachment.** The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

**Section 6.4. Entry Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**Section 6.5. Drainage Easements.** Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

**Section 6.6. Temporary Completion Easement.** All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

**Section 6.7. Private Access Easement.** Owners of Lots 1-36, Block DD and Lots 1-28, Block V are entitled to use the twenty (20) foot wide concrete alley located behind such Lots pursuant to the reservation of an easement shown on the Plat. Said alley may be used by Lot Owners for access to the Lots, loading and unloading vehicles and shall be kept clear of parked motor vehicles, trash receptacles, fences and any other obstruction to vehicular traffic.



## ARTICLE VII

## USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with the prior written consent of the Association provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period or, the use of any Unit by Declarant or any Builder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Builder. The living area of each Unit, exclusive of garages, porches, patios and other areas not designed for human habitation, shall be 1000 square feet or larger measured to the outside of the exterior walls.

## ARTICLE VIII

## PROPERTY RIGHTS

Section 8.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.

b. The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer.

d. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 8.2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those

easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 8.3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

Section 8.4. Lot Consolidation. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ACC, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided however, that no such building site shall contain less than seven thousand four hundred twenty-five (7,425) square feet of land for an interior Lot and eight thousand (8,000) square feet of land for a corner Lot and that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated and each such building site shall meet all lawful requirements of any applicable statute, ordinance or regulation.

#### ARTICLE IX

##### USE RESTRICTIONS

Section 9.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 9.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

Section 9.4. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except the following:

a. For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. Declarant's Signs. Signs or billboards may be erected by the Declarant or any Builder.

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

Section 9.5. Campers, Boats and Recreational Vehicles. No campers, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

Section 9.6. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than four (4) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the C.P. Carriage Hills Homeowner's Association.

Section 9.7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

Section 9.8. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line

is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 9.9. Parking.** No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement unless in use for maintaining such Common Maintenance Areas.

**Section 9.10. Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices as set forth in Article VII.

**Section 9.11. Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

**Section 9.12. Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front yard, except for fences erected in conjunction with model homes or sales offices. Except as may be necessary to maintain the sight distances required by Section 9.8, side yard fences may be erected along the side setback lines of the Lots. Side yard fences on corner Lots must be erected inside the side street setback line of the Lot. All fences shall be constructed of wood or masonry except for retaining walls installed by Declarant or retaining walls or decorative walls approved by the ACC. All fences shall be six (6) feet in height except sales office or model home fences. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot. Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent lots shall be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence will be maintained by the Owners whose Lots are involved jointly with expenses being shared equally.

**Section 9.13. Landscaping.** Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Lawns must be properly maintained (not to exceed six (6) inches in height).

**Section 9.14. Antennae, Satellite Dishes and Solar Collectors.** No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ACC.

**Section 9.15. Exterior Finish.** All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material acceptable to the ACC. No unpainted concrete block surfaces shall be visible on any exterior wall. The first floor exterior walls of the main residence building constructed on any Lot shall be composed of at least fifty percent (50%) masonry or

masonry veneer, said percentage to apply to the aggregate area of all first floor exterior walls, excluding windows, doors or other openings and gable ends. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the Austin, Texas area as masonry. Notwithstanding the foregoing, the ACC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 9.16. Chimneys. All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

Section 9.17. Clothes Hanging Devices. Clothes hanging devices exterior to a dwelling shall not exceed six (6) feet in height and shall not be placed nearer to any street abutting the Lot than the side yard setback line or the back of the Unit constructed on the Lot. Clothes hanging devices shall be screened from public view by a fence approved by the ACC.

Section 9.18. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

Section 9.19. Limitation on Square Feet. The minimum square footage area of Units erected on the Lots, exclusive of open porches and/or garages, shall be not less than one thousand two hundred (1,200) square feet.

Section 9.20. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 9.21. Mail Boxes. Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ACC.

Section 9.22. Garages. An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. The openings of such garages must be situated within the setback lines set out in Section 9.24 below. If the garage is detached from the house, it shall be located entirely in the rear yard area and not less than five (5) feet from any side or rear Lot line and in the case of corner Lots, not less than the distance required for dwellings from side streets. Garages may be used as a builder's sales offices prior to permanent occupancy of the main structure, however, sales offices must be converted to garages prior to permanent occupancy. Detached garages may not exceed a height of eighteen feet (18') at the highest ridge point of the roof measured from the existing ground unless prior written approval is obtained from the Architectural Control Committee. With the exception of periods when garages are used by the Builder as sales offices, all garages shall be

maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation.

Section 9.23. Roof. No exposed roof surfaces on any principal and/or secondary structures shall be of wood shingles or wood shakes unless rated by the State Insurance Board as meeting fire retardant standards. The Architectural Control Committee shall have the authority to approve roof treatments and materials when in its determination such treatments and materials, in the form utilized will not be a detriment to the quality of the neighborhood.

Section 9.24. Setback Lines. All buildings or other structures (except fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed herein. In no event shall any such building or other structure be constructed, placed or maintained within seven and one-half feet (7 1/2') of the side boundary of a Lot [except for Lots bordering a side street, in which case the side street setback line shall be fifteen feet (15')] or within twenty-five feet (25') of the rear boundary of a Lot. Front setback lines for one story homes are hereby established at twenty-five feet (25'), and for two story homes at twenty-five feet (25'). Detached garages and temporary structures shall be located entirely in the rear yard area and not less than five (5) feet from any side or rear Lot line and in the case of corner Lots, not less than the distance required for dwellings from side streets. The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant. Notwithstanding the foregoing, the Architectural Control Committee shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship.

Section 9.25. Athletic and Recreational Facilities. Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of either a permanent or temporary nature shall not be placed on any Lot in the Subdivision between the street right-of-way and the front of a Unit and must be approved by the Architectural Control Committee pursuant to Article V. Tennis court lighting and fencing shall be allowed only with the approval of the ACC.

Section 9.26. Security. Neighborhood security patrols may be provided by independent contractors through the Association, from time to time; however the Association is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security for home and property.

Section 9.27. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

#### ARTICLE X

#### ANNEXATION

Section 10.1. Annexation by Declarant. At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant.

a. Eligible Property. All or any portion of the properties lying within the approximate 250 acre area bounded by Bagdad Road, FM 1431, Park One Boulevard (to be later renamed North Lakeline Boulevard), and West New Hope Road may be annexed hereto by Declarant.

b. Consent or Joinder Not Required. No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

c. Declaration of Annexation. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.

d. FHA/VA Approval. Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA notifies Declarant of objections to the annexation within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.

Section 10.2. Annexation by Action of Members. At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes in each class of membership, and by FHA and VA as set forth in Subsection 10.1(d) above. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 10.1(c) above executed by the parties herein described.

Section 10.3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

Section 10.4. Effect of Annexation on Class B Membership. In determining the number of Lots owned by Declarant for purposes of Class B Membership status according to Article II, Section 6, the total number of Lots covered by the Association including all Lots annexed thereto shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of Section 2.6.

#### ARTICLE XI

##### GENERAL

Section 11.1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided

for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 11.2. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Williamson County, Texas. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Williamson County, Texas. Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision. Amendments shall be subject to prior approval by FHA and VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan.

Section 11.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 11.4. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers,



grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 11.5. Miscellaneous Provisions. Any provision of the within Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

a. FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) Addition of properties as set forth in Article X, (2) mortgaging or dedication of Common Areas, (3) amendment of this Declaration or the Articles of Incorporation or Bylaws of the Association, and (4) dissolution of the Association.

b. The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to the Declaration.

c. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

d. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

- (i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein;

(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

- (ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

- (iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement

thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;

- (iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

e. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

**Section 11.6. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 11.7. Conflicts.** In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

**Section 11.8. Partial Invalidity.** The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written.

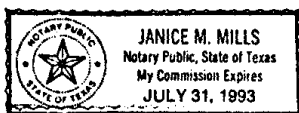
DECLARANT

CENTEX REAL ESTATE CORPORATION

By: Don Hayter  
Don Hayter  
Division Controller

STATE OF TEXAS §  
COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 1993, by Don Hayter, Division Controller of Centex Real Estate Corporation, a Nevada corporation on behalf of said corporation.



Janice M. Mills  
Notary Public, State of Texas  
Notary's Name Printed:  
My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

C.P. Carriage Hills Homeowners Association  
c/o Centex Real Estate Corporation  
8140 N. Mopac, #150, Bldg. 4  
Austin, Texas 78759

KISTRANS\CARRIAGE.CCR

EXHIBIT "A"

## CEDAR PARK ONE, SECTION 1

According to the Plat recorded in Cabinet H, Slide 191  
of the Plat Records of Williamson County, Texas

<u>LOT</u>	<u>BLOCK</u>
1-17	KK
1-11	U
1-36	DD
1-12	GG
1-10	W
1-20	CC
1-10	JJ
1-22	T
1-14	II
1-10	FF
1-28	V
1-14	HH
1-10	EE
1-18	X

## CARRIAGE HILLS, SECTION 1

According to the Replat of Blocks Q, MM, LL, R,  
BB AND Y of Cedar Park One, Section I, recorded in  
Cabinet K, Slide 158 of the  
Plat records of Williamson County, Texas

<u>LOT</u>	<u>BLOCK</u>
1-14	NN
1-30	MM
1-11	LL
1-18	BB
1-16	Y
1-12	R
1-10	Q

FILED FOR RECORD  
WILLIAMSON COUNTY, TX.

1993 MAR 19 PM 3:45

*Alvin Piggel*  
COUNTY CLERK

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



MAR 19 1993  
*Alvin Piggel*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

39214

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CEDAR PARK ONE, SECTION 1,  
CARRIAGE HILLS, SECTION 1,  
ALSO KNOWN AS CARRIAGE HILLS

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Cedar Park One, Section 1, Carriage Hills Section 1, also known as Carriage Hills is made on the date hereinafter set forth by Centex Real Estate Corporation, a Nevada corporation, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, Declarant executed that Certain Declaration of Covenants, Conditions and Restrictions for Cedar Park One, Section 1, Carriage Hills Section 1, also known as Carriage Hills and caused the same to be recorded in Volume 2272, Page 069, in the Official Records of Williamson County, Texas, ("Declaration"); and

WHEREAS, in order to proceed with the development of the property ("Property") it has become necessary to amend the Declaration pursuant to Article 11.2; and

WHEREAS, the undersigned constitute the owners of ninety percent (90%) of the Lots encumbered by the Declaration as described in Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article 9.24 of the Declaration entitled "Setback Lines" is hereby deleted in its entirety and the following is substituted therefor:

Section 9.24. Setback Lines. All buildings or other structures (except fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed herein. In no event shall any such building or other structure be constructed, placed or maintained within seven and one-half feet (7 1/2') of the side boundary of a Lot [except for Lots bordering a side street, in which case the side street setback line shall be fifteen feet (15') or within ten feet (10')] of the rear boundary of a Lot. Front and rear street setback lines are hereby established at twenty-five feet (25'). Detached garages and temporary structures shall be located entirely in the

OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

rear yard area and not less than five feet (5') from any side or rear Lot line and in the case of corner Lots, not less than the distance required for dwellings from side streets. The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship.

2. Except as specifically amended herein, the Declaration shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby certify that the foregoing First Amendment was duly approved in accordance with Declaration and executed this 14<sup>th</sup> day of September 1993.

DECLARANT

CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

By: 

Phil Warnick  
Division President

OWNERS

CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

By: 

Phil Warnick  
Division President

STATE OF TEXAS           §  
COUNTY OF Tarrant   §  
                                  §

This instrument was acknowledged before me on this 14<sup>th</sup> day of September, 1993, by Phil Warnick, Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of said corporation.

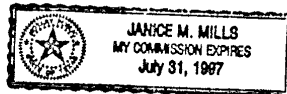


Janice M. Mills  
Notary Public for the  
State of Texas

My Commission expires: \_\_\_\_\_

STATE OF TEXAS           §  
COUNTY OF Tarrant   §  
                                  §

This instrument was acknowledged before me on this 14<sup>th</sup> day of September, 1993, by Phil Warnick, Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of said corporation.



Janice M. Mills  
Notary Public for the  
State of Texas

My Commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

Centex Real Estate Corporation  
8140 N. Mopac, Bldg. 4, Suite 150  
Austin, Texas 78759  
Attn: John B. Harris

mistrans\carriage.amd

RECORD AND RETURN TO:  
CENTEX TITLE COMPANY  
8140 N. MOPAC  
BLDG. 4, SUITE 140  
AUSTIN, TEXAS 78759

EXHIBIT "A"

## CEDAR PARK ONE, SECTION 1

According to the Plat recorded in Cabinet H, Slide 191 of the Plat Records of Williamson County, Texas

LOT

1-17  
1-11  
1-36  
1-12  
1,2,4,5,7,9,10  
1-20  
1-10  
1,3,7-9,11,15-18,20-22  
1-14  
1-10  
1,4,6,7,10,20-22,24,25,27,28  
1-14  
1-10  
1-18

BLOCK

KK  
U  
DD  
GG  
W  
CC  
JJ  
T  
II  
FF  
V  
HH  
EE  
X

## CARRIAGE HILLS, SECTION 1

According to the Replat of Blocks Q, MM, LL, R, BB and Y of Cedar Park One, Section I, recorded in Cabinet K, Slide 158 of the Plat records of Williamson County, Texas

LOT

1-14  
1-30  
1-11  
1-18  
1-16  
1-12  
1-7,9,10

BLOCK

NN  
MM  
LL  
BB  
Y  
R  
Q

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

SEP 23 1993



*Claree Poysee*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD  
WILLIAMSON COUNTY, TX.  
1993 SEP 23 PM 2:59  
*Claree Poysee*  
COUNTY CLERK



**C.P. CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.**

**SECRETARY'S CERTIFICATE**  
**(Bylaw Amendment)**

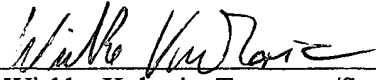
STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

The undersigned hereby certifies that she is the duly elected, qualified and acting Treasurer/Secretary of C.P. Carriage Hills Homeowners Association, Inc., a Texas non-profit corporation ("Association") and that:

At the April 28, 1998 annual member meeting as indicated in the minutes thereof, the membership of the Association approved an amendment to Section 10.4 of the Association's Bylaws reducing the quorum requirement from 1/3 to 15 percent, and Section 10.4 effective April 28, 1998 states:

"Section 10.4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, **fifteen percent (15%)** of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice, other than announcement at this meeting, until a quorum as aforesaid, shall be present or be represented."

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 11th day of June, 2012.

By:   
Wiebke Kuharic, Treasurer/Secretary  
Board of Directors  
C.P. Carriage Hills Homeowners  
Association, Inc.



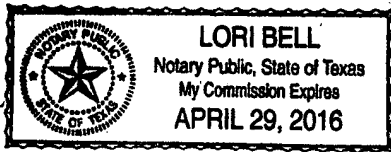
STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 11<sup>th</sup> day of June, 2012, by Wiebke Kuharic, Treasurer/Secretary of the Board of Directors of C.P. Carriage Hills Homeowners Association, Inc. on behalf of said non-profit corporation.

[SEAL]



Lori Bell  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

Bill Flickinger  
Willatt & Flickinger  
2001 North Lamar  
Austin, Texas 78705

①  
E

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2012052901**

*Nancy E. Rister*

07/09/2012 09:50 AM

DPEREZ \$20.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

**NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**THE WOODS AT CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.**

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

The undersigned, being the Managing Agent for The Woods at Carriage Hills Homeowners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1.     Property: The Property to which the Notice applies is described as follows:
  - a.     A portion of Cedar Park One, Section One, Lot 1, Block 2, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet H, Slides 191-197 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
  - b.     A portion of Cedar Park One, Section One, Remainder of Lot 1, Block AA, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet Z, Slide 96 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
  - c.     The Woods at Carriage Hills, Section One, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet O, Slide 35 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
  - d.     The Woods at Carriage Hills, Section Two, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet O, Slides 322-324 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
2.     Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
  - a.     Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Portions of Lot 1, Block 2 and Lot 1, Block AA of Cedar Park One, Section One, Also Known As The Woods at Carriage Hills.
  - b. Recording Information:
    - (1) Williamson County Clerk's File No. 9665088.
3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Williamson County, Texas:
  - a. Document:
    - (1) The Woods at Carriage Hills Homeowners Association, Inc. Resolution Adopting A Payment Plan Policy
    - (2) The Woods at Carriage Hills Homeowners Association, Inc. Response to Request for Association Records.
  - b. Recording Information:
    - (1) Williamson County Clerk's File No. 2012001302.
    - (2) Williamson County Clerk's File No. 2012001303.
4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:
  - a. Articles of Incorporation of The Woods at Carriage Hills Homeowners Association, Inc.
  - b. Bylaws of Woods at Carriage Hills Homeowners Association, Inc.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

*[The remainder of this page was intentionally left blank.]*

This Notice is being recorded in the Official Public Records of Real Property of Williamson County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 9<sup>th</sup> day of August, 2016.

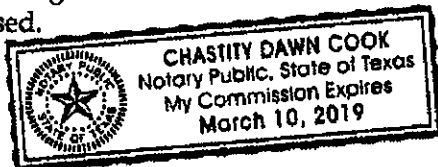
**THE WOODS AT CARRIAGE HILLS  
HOMEOWNERS ASSOCIATION, INC.**

By: RealManage, Managing Agent

Katherine Taylor  
Katherine Taylor, Sr. Community Association Manager

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 9<sup>th</sup> day of August, 2016 personally appeared Katherine Taylor, Senior Community Association Manager for RealManage, Managing Agent for The Woods at Carriage Hills Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Chastity Dawn Cook  
Notary Public in and for the State of Texas

ARTICLES OF INCORPORATION OF  
THE WOODS AT CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.

NOV 12 1999

**Corporations Section**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE: NAME

The name of the corporation is "The Woods At Carriage Hills Homeowners Association, Inc.".

ARTICLE TWO: NON-PROFIT

The corporation is a nonprofit corporation.

ARTICLE THREE: DURATION

The period of its duration is perpetual.

ARTICLE FOUR: PURPOSES

The purposes for which the Association is organized are to represent the interests of members of The Woods At Carriage Hills Homeowners Association, Inc.

ARTICLE FIVE: MEMBERSHIP

The corporation shall be a membership corporation. The qualifications for membership and rights, duties, and obligations of members shall be contained in the Bylaws of the corporation.

ARTICLE SIX: REGISTERED AGENT AND OFFICE

The name of its initial registered agent is Goodwin Management Inc. and the street address of the initial registered office of the corporation is 11149 Research Blvd., Suite 100, Austin, Texas 78759.

ARTICLE SEVEN: BOARD OF DIRECTORS

The business and affairs of the corporation shall be managed by a Board of Directors in which shall reside all rights, powers, authority and responsibility with respect to the management and affairs of the corporation. The initial Board shall consist of (1) Larry D. Jessen, whose address is 14611 Burnet Road, Suite 106, Austin, Texas 78728, (2) Ron Montague, whose address is

14611 Burnet Road, Suite 106, Austin, Texas 78728, (3) Nancy LaForce, whose address is 14611 Burnet Road, Suite 106, Austin, Texas 78728.

The Board of Directors of the corporation shall, after the corporate charter has been issued, be elected pursuant to the Bylaws of the corporation at the first meeting of the general membership.

#### ARTICLE EIGHT: INDEMNIFICATION

The corporation shall indemnify any director or officer or former director or officer of the corporation for expenses and costs (including attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against the director or officer, by action in court or otherwise, by reason of being or having been the director or officer, except in relation to matters as to which the officer or director is guilty of gross negligence or willful misconduct in respect of the matter in which indemnity is sought.

#### ARTICLE NINE: LIMITED LIABILITY

The members of the Board of Directors, the officers of the corporation, and committee members of the Association shall not be liable to any member or any person claiming by or through any member for any act or omission of the director or officer in the performance of his duties unless the director's or officer's act or omission is (1) a breach of a duty of loyalty to the corporation or its members, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, (3) a transaction from which a director or officer receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of that person's office, or (4) an act or omission for which the liability of the director is expressly provided for by a statute. The corporation shall indemnify all such directors and officers from all claims, demands, actions and proceedings and any expenses in connection therewith except if the director or officer has acted in violation of the foregoing. The Board of Directors may purchase (but is not requested to purchase) directors and officers liability insurance.

#### ARTICLE TEN: IRS EXEMPTION

The business and affairs of the corporation shall always be conducted so that the corporation does not exercise any power or engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation under 501(c)(4) of Internal Revenue Code of 1986, as amended.

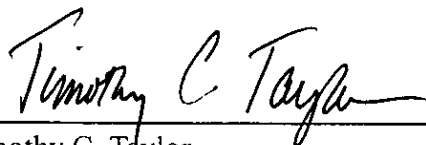
#### ARTICLE ELEVEN: DISSOLUTION

In the event of dissolution of the corporation, the assets of the corporation shall belong to the members of the corporation at the time of dissolution, pro rata according to the respective members' percentage ownership of common area of THE WOODS AT CARRIAGE HILLS.

ARTICLE TWELVE: INCORPORATOR

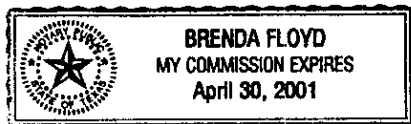
The Incorporator for the corporation is Timothy C. Taylor of Jackson Walker L.L.P., 100 Congress Avenue, Suite 1100, Austin, Texas 78701.

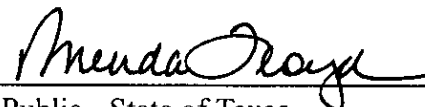
Dated November 11<sup>th</sup>, 1999.

  
\_\_\_\_\_  
Timothy C. Taylor

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on November 11, 1999, by Timothy C. Taylor.



  
\_\_\_\_\_  
Notary Public - State of Texas

2016072963 Page 6 of 22



**BYLAWS  
OF  
WOODS AT CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
GENERAL**

**Section 1.1 Name.** The name of the corporation is Woods at Carriage Hills Homeowners Association, Inc., hereinafter referred to as the "Association".

**Section 1.2 Location.** The principal office of the Association shall be located at 14611 Burnet Road, Suite 106, Austin, Texas 78728, but meetings of members and directors may be held at such places within the State of Texas, County of Williamson or County of Travis, as may be designated by the Board of Directors.

**Section 1.3 Corporate Seal.** The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE II  
DEFINITIONS**

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

**Section 2.1 Articles.** "Articles" shall mean the Articles of Incorporation of Woods at Carriage Hills Homeowners Association, Inc., which has been filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

**Section 2.2 Assessment.** "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

**Section 2.3 Association.** "Association" shall mean and refer to Woods at Carriage Hills Homeowners Association, Inc.

**Section 2.4 Association Property.** "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which is now or hereafter owned or held by the Association.

**Section 2.5 Association Restrictions.** "Association Restrictions" shall mean the Declaration as the same may be amended from time to time, together with the Articles, Bylaws, Committee Rules, and Association Rules from time to time in effect.

**Section 2.6. Association Rules.** "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

**Section 2.7. Board.** "Board" shall mean the Board of Directors of the Association.

**Section 2.8. Bylaws.** "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

**Section 2.9. Declarant.** "Declarant" shall mean D.R. Horton - Texas, Ltd., a Texas limited partnership, and its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

**Section 2.10. Declaration.** "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions, dated \_\_\_\_\_, and recorded in the Real Property Records of Williamson County, Texas, as the same may be amended from time to time.

**Section 2.11. Lot.** "Lot" or "Lots" shall mean any parcel or parcels of land within the Property, together with all improvements located thereon.

**Section 2.12. Manager.** "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

**Section 2.13. Member.** "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

**Section 2.14. Mortgage.** "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

**Section 2.15. Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

**Section 2.16. Owner.** "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

**Section 2.17. Property.** "Property" shall mean and refer to that tract or parcel of land situated in Williamson County, Texas which is more fully described in the Declaration.

**ARTICLE III**  
**PURPOSE AND POWERS OF THE ASSOCIATION**

**Section 3.1. General Purpose.** The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, dated \_\_\_\_\_, and recorded in the Real Property Records of Williamson County, Texas, as the same may be amended from time to time (the "Declaration").

**Section 3.2. Purposes & Powers.** Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(a) to assure the upkeep, maintenance, improvement and administration of the common area and facilities of the Association, if any, and all lands, improvements, security devices, and other real or personal property owned by or leased to the Association, including all sidewalks and pathways located within the "Property" (as such term is defined in the Declaration);

(b) to assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the control of the Association pursuant to the Declaration, as amended from time to time;

(c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Property in accordance with the Bylaws of the Association and the Declaration, as amended from time to time;

(d) to promote the health, safety and welfare of the residents of the Property in accordance with the Declaration, as amended from time to time;

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declaration, as amended from time to time;

(f) to enforce applicable provisions of the Declaration (as amended from time to time), the Bylaws and any rules and regulations of the Association, and any other instruments for the management and control of the Property including, without limitation, the power:

(i) to fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments imposed pursuant to the terms of the Declaration, as amended from time to time;

(ii) to contract for and to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association Property;

(iii) to employ personnel reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising under the Declaration, as amended from time to time, including the employment of accountants and/or attorneys, if appropriate; and

(iv) to pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the Property over which the Association has authority to exercise control;

(g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the Texas Non-Profit Corporation Act including, without limitation, the power;

(i) to acquire additional real or personal property and to add to the Property pursuant to the Declaration, as amended from time to time;

(ii) to acquire (by purchase, grant or otherwise); annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, with the assent of two-thirds (2/3) of each class of Members present at a meeting duly called for such purpose;

(iii) to indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described herein.

(iv) to borrow money, and, with the assent of two-thirds (2/3) of each class of Members present at a meeting duly called for such purpose, mortgage, pledge, or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Declaration, as amended from time to time; and

(v) to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each of the foregoing clauses shall not be limited or restricted by reference to or inference from the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

#### **ARTICLE IV** **MEMBERSHIP**

**Section 4.1 Membership.** Each and every owner of a Lot shall be a member of the Association during such Owner's period of ownership of such Lot.

**Section 4.2 Membership Classes.** There shall be two classes of membership for purposes of voting on any Association matter. The Class A Members shall include each owner (excluding Declarant under the Declaration) of a lot within the Property and each such owner shall have one (1) vote for each lot owned. The Class B Member shall be Declarant and Declarant shall have three (3) votes for each lot owned by Declarant. The Class B Membership shall convert to a Class A Membership upon the earlier to occur of (i) Declarant owns less than twenty-five percent (25%) of the Property, or (ii) ten (10) years from the date of the Declaration.

**Section 4.3 Severability of Membership.** Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

**Section 4.4 Member in Good Standing.** A Member of the Association shall be considered to be a Member in good standing and eligible to vote if such Member has fully paid all assessments or other charges levied by the Association then due and has discharged all obligations to the Association. The Board shall have the sole responsibility for determining the standing of each member.

#### **ARTICLE V** **MEETING AND VOTING OF MEMBERS**

**Section 5.1. Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Members shall be held at such time as the Board may determine.

**Section 5.2. Special Meetings.** Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of either class of Members who are entitled to vote (twenty-five percent (25%) or more of the votes of said class.

**Section 5.3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by facsimile at least ten (10) and no more than fifty (50) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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**Section 5.4. Waiver of Notice.** Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof, unless such a member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

**Section 5.5. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the total votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

**Section 5.6. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

**Section 5.7. Mail Ballots.** The Board may allow, in any circumstance requiring a vote of the Membership, voting by mail ballot. In such a vote, an unreturned ballot will be deemed to be an assent to the action voted upon.

**Section 5.8. Voting Rights.** The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted upon by the Members, shall be in accordance with Article \_\_\_\_\_, Section \_\_\_\_\_ of the Declaration.

**Section 5.9. Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of a statute of the State of Texas, the Articles or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members leaving less than a quorum.

**Section 5.10. Action without a Meeting.** Any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of Members of the Association having the total number of votes necessary to enact the action taken, as determined under the Declaration or these Bylaws.

**ARTICLE VI**  
**BOARD OF DIRECTORS**

**Section 6.1. Number.** The affairs of the Association shall be managed by a Board of three (3) Directors until the first annual or subsequent meeting, at which time the number of members of the Board of Directors may be changed by resolution of the Directors; provided, however, the minimum number of Directors shall be three (3).

**Section 6.2. Term of Office.** At the first annual meeting the Members shall elect one (1) Director for a term of three (3) years, one (1) Director for a term of two (2) years, and one (1) Director for a term of one (1) year; and at each annual meeting thereafter the Members shall elect the Directors for a term of three (3) years to fill each expiring term.

**Section 6.3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to cast votes pursuant to Article 5 of these Bylaws. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the Members.

**Section 6.4. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 6.5. Nomination.** Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

**Section 6.6. Election.** Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 6.7. Regular Meetings.** Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 6.8. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director. Notice of a meeting shall be deemed given to any Director who attends the meeting without protesting before or after its commencement about the lack of adequate notice.

**Section 6.9. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 6.10. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**Section 6.11. Limitation of Director Liability.** A Director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD**

**Section 7.1. Powers.** The Board shall have power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the sole purposes of the Association as set forth in the Articles and the Declaration:

- (a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules exists;
- (c) exercise for the Association all powers, duties and authority vested in or related to this Association and not reserved to the membership by other provisions of the Association Restrictions;
- (d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;



- (e) employ such employees as they deem necessary, and to prescribe their duties;
- (f) as more fully provided in the Declaration, to:
  - (i) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and
  - (ii) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);
- (h) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (j) appoint the members of the Architectural Committee as provided in the Declaration;
- (k) establish reasonable membership or transfer fees; and
- (l) exercise such other and further powers as provided in the Declaration.

**Section 7.2. Duties.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by either class of Members who are entitled to cast twenty-five percent (25%) of the votes for such class; and
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

**ARTICLE VIII**  
**OFFICERS AND THEIR DUTIES**

**Section 8.1. Enumeration of Offices.** The officers of this Association shall be a President and one Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 8.2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 8.3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for two (2) years unless he resigns sooner, or shall be removed, or otherwise disqualified to serve.

**Section 8.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period not to exceed three (3) years, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 8.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of 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.

**Section 8.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 8.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 12.4.

**Section 8.8. Duties.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President.** The Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of

account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members. In the event no Treasurer is then serving, the President shall be empowered with the Treasurer's duties.

**ARTICLE IX**  
**OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE X**  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Records shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI**  
**ASSESSMENTS**

As more fully provided for in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof shall be required by the Board to pay interest at a rate of six percent (6%) per annum on such Assessment from the due date thereof and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots owned by such Owner, and all costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Lots. Notwithstanding any provision herein to the contrary, the Association may only levy Assessments (regular or special) to defray costs which are incurred in furtherance of the duties of the Association as set forth in the prescribed law, or set forth in the articles of these Bylaws or the Declaration.

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**ARTICLE XII**  
**AMENDMENTS**

**Section 12.1.** These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of a quorum of all the Members of the Association.

**Section 12.2.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIII**  
**DISSOLUTION**

The Association may be dissolved upon the written consent of not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

**ARTICLE XIV**  
**INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 14.1. Definitions.** In this Article XIV:

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

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

(c) "**Proceeding**" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such

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an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

**Section 14.2. Indemnification.** The Association shall indemnify every Indemnatee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnatee in connection with any Proceeding in which he was, is or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 14.1(a), if it is determined in accordance with Section 14.4 that the Indemnatee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; *provided, however,* that in the event that an Indemnatee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnatee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnatee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnatee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 14.2, no indemnification shall be made under this Section 14.2 in respect of any Proceeding in which such Indemnatee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnatee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnatee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 14.2. An Indemnatee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnatee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnatee.

**Section 14.3. Successful Defense.** Without limitation of Section 14.2 and in addition to the indemnification provided for in Section 14.2, the Association shall indemnify every Indemnatee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 14.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

**Section 14.4. Determinations.** Any indemnification under Section 14.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnatee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (ii) if such a quorum cannot be obtained, then by a majority vote of

all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section 14.4 or, if the requisite quorum of all of the directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the directors (in which directors who are named defendants or respondents in the Proceeding may participate); or (iv) by the Members in a vote that excludes the directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 14.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

**Section 14.5. Advancement of Expenses.** Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 14.4, after receipt by the Association of (i) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article XIX and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIX. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article XIX, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

**Section 14.6. Employee Benefit Plans.** For purposes of this Article XIX, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association.

**Section 14.7. Other Indemnification and Insurance.** The indemnification provided by this Article XIV shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any law, agreement or vote

of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

**Section 14.8. Notice.** Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

**Section 14.9. Construction.** The indemnification provided by this Article XIV shall be subject to all valid and applicable laws, including, without limitation, Article 2.02-1 of the Texas Business Association Act, and, in the event this Article XIV or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article XIV shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

**Section 14.10. Continuing Offer, Reliance, etc.** The provisions of this Article XIV (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article XIV in becoming, and serving in any of the capacities referred to in Section 14.1(a) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article XIV in accordance with their terms by any act or failure to act on the part of the Association.

**Section 14.11. Effect of Amendment.** No amendment, modification or repeal of this Article XIV or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of this Article XIV as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

**Article VX**  
**Miscellaneous**

**Section 15.1 Fiscal Year** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 15.2 Notices** Unless otherwise provided herein, all notices, demands, bills, statements or other communications hereunder shall be in writing and shall be deemed to have been delivered, upon deposit if delivery is by US mail, upon successful transmittal if delivery is by facsimile, or upon delivery if by personal delivery.

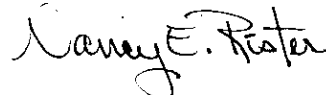
Dated this 12 day of June, 2000.

  
Larry Jessen, Director

  
Jim Craven, Director

  
Theresa Thomas, Director

2016072963  
Electronically Recorded  
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk  
8/9/2016 12:16 PM

Pages: 22 Fee: \$ 105.00  
Williamson County Texas





COLLECTION POLICY  
for  
C.P. CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON§

I, Robert C Mark, Secretary of C.P. Carriage Hills Homeowners Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 11 day of June, 2020, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by a majority vote of the members of the Board.

**RECITALS:**

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.
2. The Board desires to adopt a Collection Policy consistent with the Association's Dedicatory Instruments (as defined below) and state law.

**WITNESSETH:**

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments in accordance with the following Collection Policy ("Policy"):

**Section 1. Definitions.** Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The Annual Assessment and other assessments including, but not limited to, Special Assessments and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the Association's lien and the collection which is governed by the Declaration and/or state law.
- 1.2. **Declaration** - means the "Declaration of Covenants, Conditions and Restrictions Cedar Park One, Section 1, Carriage Hills, Section 1, also known as Carriage Hills" recorded in Volume 2272, Page 069, *et seq.* of the Official Public Records of Real Property of Williamson County, Texas. "Declaration" also includes any other applicable amendments, annexations or supplements not included and any future amendments, annexations or supplements.

**1.3. Dedicatory Instruments** - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

**1.4. Property** - means the following:

- Cedar Park One, Section One (1), a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet H, Slide 191 of the Plat Records of Williamson County, Texas, and all amendments to or replats of said maps or plats, if any.
- Carriage Hills, Section One (1), a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet K, Slide 158 of the Plat Records of Williamson County, Texas, and all amendments to or replats of said maps or plats, if any.

"Property" shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association, if any, that are not included above.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

**Section 2. Due Date.** Each Annual Assessment shall be due by the first (1<sup>st</sup>) day of each quarter of each year (i.e., January 1, April 1, July 1, and October 1) or such other date established by the Declaration or the Board. Each Special Assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

**Section 3. Cost Recovery.** Each Assessment, together with interest, costs, and attorney fees incurred in a collection action shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law or as otherwise provided by the Association's Dedicatory Instruments, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempt to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

**Section 4. Delinquency Processing.** The delinquent date for all Assessments will be ten (10) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

**Section 5. Notices.** All collection notices sent to the Owner below shall contain notice of the amount then due.

- 5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Areas are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Areas use rights as a separate mailing.

**Section 6. Interest.** Unless otherwise provided by the Declaration, any Assessment not paid within ten (10) days of the Due Date shall bear interest from the Due Date at the highest rate of interest allowed by Texas law from time to time.

**Section 7. Late Charge.** A late charge of \$25.00 (or such other amount as specified in the Declaration) shall be incurred for any Assessment that is not paid in full within ten (10) days after the Due Date (or such other date as specified in the Declaration). If the Annual Assessment is paid in monthly or quarterly installments, a late charge of \$25.00 shall be incurred for each installment that is not paid within ten (10) days of each installment Due Date. The late charge will be based upon the full amount of the applicable Assessment regardless of whether the full amount of the applicable Assessment is delinquent, or some portion less than the full amount of the applicable Assessment is delinquent. Late charges are in addition to, not in lieu of, interest.

**Section 8. Payment Plan and Partial Payments.** All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. Partial payments that are accepted shall be posted in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. If an Owner enters into a payment plan per the Association's Payment Plan Policy, Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy.

**Section 9. Dishonored Checks.** Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check shall be charged against the Owner's account and the amount of the dishonored check shall be reposted

to the Owner's account as allowed by law. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

**Section 10. Owner's Mailing Address.** It is the responsibility of each Owner of a Lot in the Property to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the address of the Owner's Lot in the Property or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of the Owner's mailing address.

**Section 11. Referral of Account to Association's Attorney.** The Association, the Board, an individual Board member, the Association's office staff if any, or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) any portion of a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the Association's Dedicatory Instruments or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner, and,

in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

**Section 12. Required Action.** Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

**Section 13.** This Policy replaces and supersedes any previous collection policy, if any, adopted by the Association.

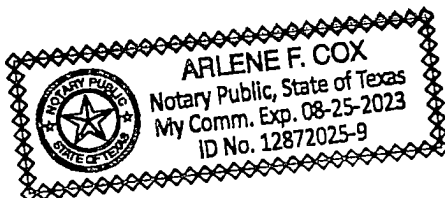
I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Williamson County, Texas.

**C.P. CARRIAGE HILLS HOMEOWNERS  
ASSOCIATION, INC.**

By: Robert C. Marek  
Printed: Robert C. Marek  
Its: President

THE STATE OF TEXAS       §  
  §  
COUNTY OF Williamson

BEFORE ME, the undersigned notary public, on this 21<sup>ST</sup> day of July, 2020, personally appeared Robert C. Marek, as Secretary of C.P. Carriage Hills Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Arlene F. Cox  
Notary Public in and for the State of Texas

② CP Carriage Hills Homeowners Association, Inc  
PO BOX 200145  
Austin, TX 78720

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2020094111

REST Fee: \$37.00  
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*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

THE STATE OF TEXAS           §  
COUNTY OF WILLIAMSON §

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Page 1 of 3

meeting of the members cannot be held because a quorum is not present, either the Board or a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. In that event, no additional notice need be given to the members other than an announcement at the adjourned meeting of the time and place of the reconvened meeting. If a time and place for reconvening the meeting is not fixed at the adjourned meeting or if, for any reason, a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for the reconvened meeting shall be given to members in the manner provided herein for a first called meeting. At the reconvened meeting, the quorum requirement will be one-half (1/2) the quorum requirement for the first meeting. If a quorum is present, any action that may have been taken at the meeting originally called may be taken at the reconvened meeting.

Notwithstanding the foregoing provisions, if a meeting of the members is called for the purpose of electing one (1) or more directors and a quorum is not present, the Board or a majority of the members who are present may adjourn the meeting without any notice being required other than an announcement at the meeting and reconvene five (5) minutes after adjournment. At the reconvened meeting, the quorum requirement will be one-half (1/2) the quorum requirement for the first meeting. If a quorum is not present at the reconvened meeting, the Board or a majority of the members who are present may adjourn the reconvened meeting without any notice being required other than an announcement at the meeting and again reconvene five (5) minutes after adjournment of the reconvened meeting. At the second reconvened meeting, the quorum requirement will be one-half (1/2) the quorum requirement for the first reconvened meeting. This procedure will be repeated, as necessary, with the quorum requirement being reduced each time, until a quorum is present and the election of one (1) or more directors may be accomplished.

All other provisions of the By-Laws of the Association remain in full force and effect.

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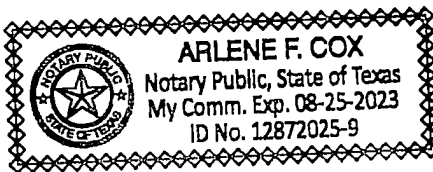
I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association.

**C.P. CARRIAGE HILLS HOMEOWNERS  
ASSOCIATION, INC.**

By: Robert C Marek  
 Printed: [Signature]  
 Its: Secretary

THE STATE OF TEXAS §  
 COUNTY OF Williamson §

BEFORE ME, the undersigned notary public, on this 21<sup>st</sup> day of July, 2020 personally appeared Robert C Marek, as Secretary of C.P. Carriage Hills Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Arlene F. Cox  
 Notary Public in and for the State of Texas

② CP Carriage Hills Homeowners Association, Inc  
 PO BOX 200145  
 Austin, TX 78720

**FILED AND RECORDED**  
 OFFICIAL PUBLIC RECORDS 2020094112

BY Fee: \$29.00  
 08/14/2020 11:14 AM OSALINAS



Nancy E. Rister  
 Nancy E. Rister, County Clerk  
 Williamson County, Texas

PROPERTY OWNERS' ASSOCIATION  
MANAGEMENT CERTIFICATE  
*for*

THE WOODS AT CARRIAGE HILLS HOMEOWNERS ASSOCIATION, INC.

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THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

The undersigned, being the Managing Agent of The Woods at Carriage Hills Homeowners Association, Inc., a non-profit corporation (the "Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously filed by the Association:

1. Name of Subdivision: The name of the subdivision is The Woods at Carriage Hills.
2. Name of Association: The name of the Association is The Woods at Carriage Hills Homeowners Association, Inc.
3. Recording Data for the Subdivision:
  - a. A portion of Cedar Park One, Section One, Lot 1, Block 2, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet H, Slides 191-197 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
  - b. A portion of Cedar Park One, Section One, Remainder of Lot 1, Block AA, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet Z, Slide 96 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
  - c. The Woods at Carriage Hills, Section One, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet O, Slide 35 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
  - d. The Woods at Carriage Hills, Section Two, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet O, Slides 322-324 of the Plat Records of Williamson County, Texas and all amendments to or replats of said maps or plats, if any.
4. Recording Data for the Declaration\*:
  - a. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions for Portions of Lot 1, Block 2 and Lot 1, Block AA of Cedar Park One, Section One, Also Known As The Woods at Carriage Hills.

b. Recording Information:

- (1) Williamson County Clerk's File No. 9665088.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is The Woods at Carriage Hills Homeowners Association, Inc. c/o RealManage, P.O. Box 803555, Dallas, Texas 75380-3555.

6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is:

RealManage Closing Portal  
P.O. Box 803555  
Dallas, Texas 75380-3555.  
866.473.2573  
WOODCARR@CiraMail.com

7. The Association's Dedicatory Instruments are available to Members online at:  
[www.ciranet.com/residentportal](http://www.ciranet.com/residentportal).

8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate	\$ 375.00
Transfer Fee	\$ 325.00
Update Fee	\$ 75.00
Refinance Fee	\$ 250.00

Resale certificates are requested via the RealManage Closing Portal at [www.realmanage.com/closingportal](http://www.realmanage.com/closingportal).

Executed on this 5 day of April, 2022.

THE WOODS AT CARRIAGE HILLS HOMEOWNERS  
ASSOCIATION, INC.

By: RealManage,  
Managing Agent

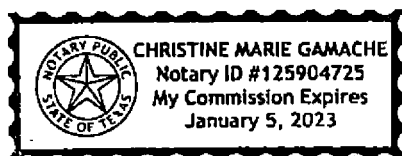
By: [Signature]  
Printed: JENNIFER PAYNE

Its: DIRECTOR OF COMMUNITY ASSOCIATION  
MANAGEMENT

\*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

THE STATE OF TEXAS           §  
   §  
COUNTY OF Williamson   §

BEFORE ME, the undersigned notary public, on this 5th day of April, 2022 personally appeared Jennifer Payne, Community Manager of RealManage, Managing Agent for The Woods at Carriage Hills Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



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

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2022044143**

Pages: 4 Fee: \$34.00

04/07/2022 02:50 PM

MBARRICK



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

A DESCRIPTION OF 215.57 ACRES OF LAND OUT OF THE S. J. DOVER LEAGUE ABSTRACT NO. 168 AND THE JANE GLASSCOCK SURVEY ABSTRACT NO. 257 AND ABSTRACT NO. 2706 AND BEING A PORTION OF THAT CERTAIN 195.657 ACRE TRACT AND ALL OF THE 101.087 ACRE TRACT CONVEYED TO CEDAR PARK JOINT VENTURE #3, RECORDED IN VOLUME 1119, PAGE 481 WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID 215.57 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 4 inch by 4 inch concrete monument being the southeast corner of a 143.01 acre tract of land recorded in Volume 184, Page 247, Williamson County, Texas Deed Records and in the west line of said 135.657 acre tract from which the original southwest corner of the S. J. Dover League and the southeast corner of the Jane Glasscock Survey bears approximately S 18° 55' 21" E, a distance of 2304.00 feet;

THENCE crossing a portion of said 143.01 acre tract the following three (3) courses and distances:

1. N 70° 30' 17" E, a distance of 75.00 feet to a point,
2. N 19° 29' 43" W, a distance of 144.44 feet to a point, and
3. S 70° 30' 17" W, a distance of 75.00 feet to a point in the east line of said 143.01 acre tract, same being the west line of said 135.657 acre tract.

THENCE with the west line of said 135.657 acre tract and the east line of said 143.01 acre tract, N 19° 48' 10" W, a distance of 73.84 feet to a 1/2 inch iron rod set in the north right-of-way line of proposed Highland Drive (70 foot right-of-way);

THENCE leaving the west line of said 135.657 acre tract and the east line of said 143.01 acre tract with the north right-of-way line of said Highland Drive, N 71° 04' 18" E, a distance of 193.33 feet to a 1/2 inch iron rod set for a point of curvature to the left;

THENCE leaving the north right-of-way line of said Highland Drive with said curve to the left an arc distance of 114.2 feet whose central angle is 90° 00' 00" and having a radius of 300.00 feet of which the chord bears N 26° 04' 18" E, a distance of 28.25 feet to a 1/2 inch iron rod set for the point of tangency said point being in the west right-of-way line of proposed Park One Boulevard (100 foot right-of-way);

THENCE with the west right-of-way line of said Park One Boulevard, the following seven (7) courses and distances:

1. N 18° 55' 42" W, a distance of 148.81 feet to a concrete monument found for a point of curvature to the right,
2. with said curve to the right an arc distance of 150.33 feet whose central angle is 11° 36' 19" and having a radius of 400.00 feet of which the chord bears N 08° 07' 33" W, a distance of 149.04 feet to a 1/2 inch iron rod set,
3. N 02° 40' 36" E, a distance of 611.71 feet to a 1/2 inch iron rod set in concrete for a point of curvature to the left,
4. with said curve to the left an arc distance of 113.12 feet whose central angle is 21° 36' 18" and having a radius of 300.00 feet of which the chord bears N 08° 07' 33" W, a distance of 112.45 feet to a 1/2 inch iron rod set for the point of tangency,
5. N 18° 55' 42" W, a distance of 1221.72 feet to a 1/2 inch iron rod set for a point of curvature to the left,
6. with said curve to the left an arc distance of 31.58 feet whose central angle is 90° 28' 13" and having a radius of 20.00 feet of which the chord bears N 54° 09' 49" W, a distance of 28.40 feet to a 1/2 inch iron rod set in concrete for the point of tangency, and
7. N 19° 23' 55" W, a distance of 10.00 feet to a 1/2 inch iron rod set in the south right-of-way line of West New Hope Drive (40 foot right-of-way);

THENCE leaving the west right-of-way line of said Park One Boulevard with the south right-of-way line of said West New Hope Drive, the following five (5) courses and distances:

1. N 70° 36' 05" E, a distance of 834.24 feet to a 1/2 inch iron rod found,
2. N 71° 49' 12" E, a distance of 287.41 feet to a 1/2 inch iron rod found for corner,
3. N 71° 19' 51" E, a distance of 427.47 feet to a 1/2 inch iron rod found for corner,
4. N 72° 40' 37" E, a distance of 387.78 feet to a 1/2 inch iron rod set in concrete for corner, and
5. N 71° 40' 34" E, a distance of 1457.99 feet to a 1/2 inch iron rod set in concrete for corner for the northeast corner of said 102.08 acre tract and being in the west right-of-way line of County Road 278 (Bagdad Road 120 foot right-of-way);

THENCE with the west right-of-way line of said County Road 278 (Bagdad Road) and the east line of said 380.15 acre tract, the following seven (7) courses and distances:

1. S 65° 57' 05" E, a distance of 31.69 feet to a 1/2 inch iron rod found for corner,
2. S 60° 11' 02" E, a distance of 69.54 feet to a 1/2 inch iron rod found,
3. S 19° 09' 17" E, a distance of 120.29 feet to a 1/2 inch iron rod found for the point of curvature to the right,
4. with said curve to the right an arc distance of 210.98 feet whose central angle is 06° 31' 01" and having a radius of 1,450.28 feet of which the chord bears S 15° 53' 16" E, a distance of 210.87 feet to a 1/2 inch iron rod found for the point of tangency,
5. S 12° 37' 16" E, a distance of 101.65 feet to a 1/2 inch iron rod set in concrete for the point of curvature to the left,
6. with said curve to the left an arc distance of 201.15 feet whose central angle is 05° 50' 59" and having a radius of 1,070.33 feet of which the chord bears S 15° 32' 45" E, a distance of 201.36 feet to a 1/2 inch iron rod found for the point of tangency,
7. S 18° 28' 15" E, a distance of 751.08 feet to a 1/2 inch iron rod set in concrete, being the most easterly southeast corner of said 102.08 acre tract and the northeast corner of a 1.15 acre tract of land recorded in Volume 184, Page 63 of the Williamson County, Texas Deed Records;

THENCE leaving the west right-of-way line of said County Road 278 (Bagdad Road) with the north line of said 1.15 acre tract, S 70° 30' 13" W, a distance of 195.68 feet to a 1/2 inch iron rod found for corner being the southwest corner of said 1.25 acre tract, and the most northerly re-entrant corner of said 102.08 acre tract;

THENCE leaving the north line of said 1.25 acre tract with the west line of said 1.25 acre tract, S 19° 51' 08" E, a distance of 232.50 feet to a 1/2 inch iron rod set in concrete for corner being the southwest corner of said 1.25 acre tract and the southeast corner of said 102.08 acre tract;

THENCE with the south line of said 102.08 acre tract, the following nine (9) courses and distances:

1. S 70° 54' 30" W, a distance of 635.54 feet to a 1/2 inch iron rod found for corner,
2. S 71° 44' 08" W, a distance of 386.29 feet to a 1/2 inch iron rod found for corner,
3. N 52° 14' 54" W, a distance of 6.10 feet to a 1/2 inch iron rod found for corner,
4. S 71° 18' 49" W, a distance of 16.91 feet to a 1/2 inch iron rod found for corner,
5. S 70° 48' 37" W, a distance of 126.11 feet to a 1/2 inch iron rod set in concrete for corner,
6. S 70° 56' 53" W, a distance of 211.87 feet to a 1/2 inch iron rod found for corner,
7. S 69° 48' 47" W, a distance of 387.38 feet to a 1/2 inch iron rod found for corner, and
8. S 71° 28' 23" W, a distance of 234.87 feet to a 1/2 inch iron rod found for corner, and
9. S 72° 47' 10" W, a distance of 415.67 feet to a 1/2 inch iron rod set in concrete for corner being the southwest corner of said 102.08 acre tract and the most northerly corner of a 160.04 acre tract of land known as Proposed Cedar Park Two same being the northwest corner of a 19.19 acre tract being a portion of said 143.01 acre tract recorded in Volume 1190, Page 812, Williamson County, Texas Deed Records said corner being in the east line of said 135.657 acre tract;

THENCE leaving the south line of said 102.08 acre tract with the east line of said 135.657 acre tract and the west line of said 19.19 acre tract being a portion of said Proposed Cedar Park Two the following eleven (11) courses and distances:

1. S 18° 23' 49" E, a distance of 284.41 feet to a 1/2 inch iron rod set in concrete for a total distance of 300.23 feet to a 1/2 inch iron rod set for the southwest corner of said 19.19 acre tract,

19368

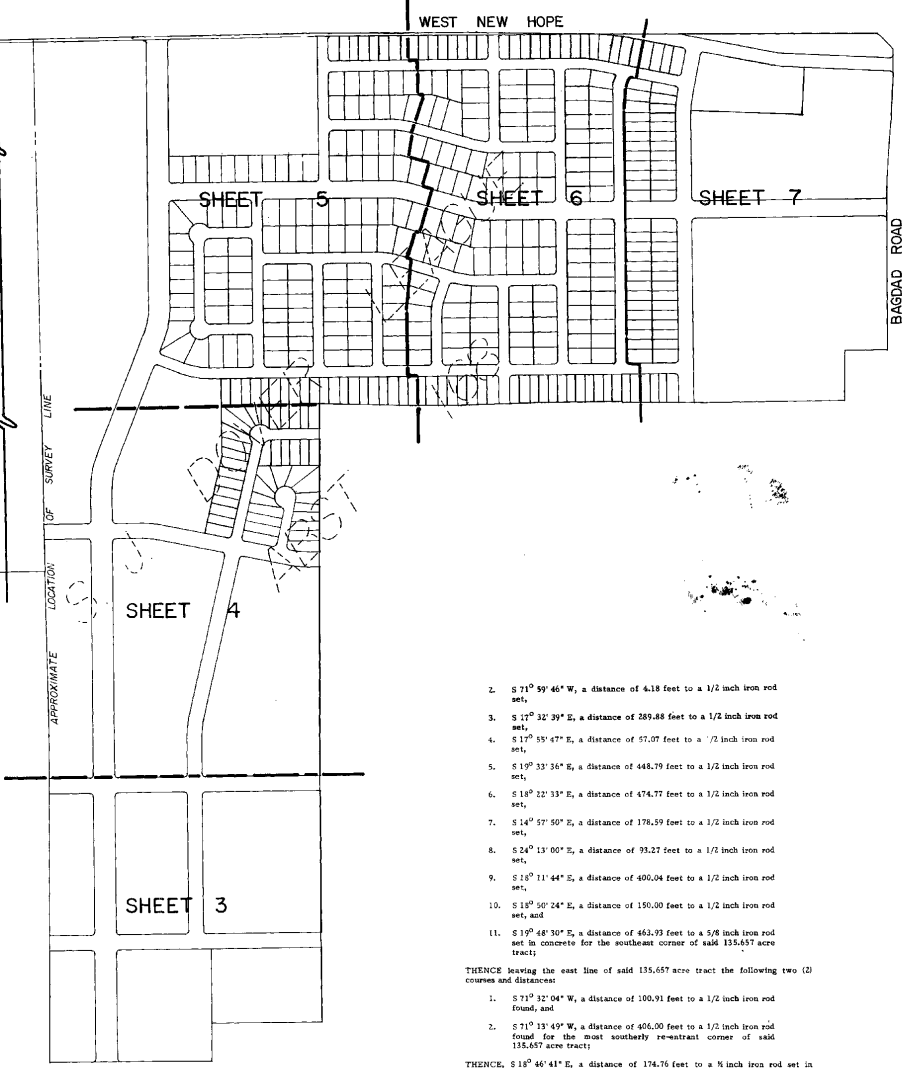
FILED FOR RECORD  
at 11:15 o'clock A.M.

MAY 19 1986

JAMES N. BOYDSTON  
Clerk, County Court, Williamson Co., Tex.  
By *James N. Boydston*

NOT TO SCALE  
NOVEMBER 1985  
WILLIAMSON COUNTY

JANE GLASSCOCK SURVEY  
ABS 257 W & 2706



( F.M. 1431 )

2. S 71° 59' 46" W, a distance of 4.18 feet to a 1/2 inch iron rod set,
3. S 12° 32' 39" E, a distance of 269.88 feet to a 1/2 inch iron rod set,
4. S 19° 55' 47" E, a distance of 57.07 feet to a 1/2 inch iron rod set,
5. S 19° 33' 36" E, a distance of 448.79 feet to a 1/2 inch iron rod set,
6. S 18° 22' 33" E, a distance of 474.77 feet to a 1/2 inch iron rod set,
7. S 14° 57' 50" E, a distance of 178.59 feet to a 1/2 inch iron rod set,
8. S 24° 13' 00" E, a distance of 93.27 feet to a 1/2 inch iron rod set,
9. S 18° 11' 44" E, a distance of 400.04 feet to a 1/2 inch iron rod set,
10. S 18° 50' 24" E, a distance of 150.00 feet to a 1/2 inch iron rod set, and
11. S 19° 48' 30" E, a distance of 463.93 feet to a 5/8 inch iron rod set in concrete for the southeast corner of said 135.657 acre tract;

THENCE leaving the east line of said 135.657 acre tract the following two (2) courses and distances:

1. S 71° 32' 04" W, a distance of 100.91 feet to a 1/2 inch iron rod found, and
2. S 71° 13' 49" W, a distance of 406.00 feet to a 1/2 inch iron rod found for the most southerly re-entrant corner of said 135.657 acre tract;

THENCE, S 18° 46' 41" E, a distance of 174.76 feet to a 1/2 inch iron rod set in concrete for corner being the most southerly southeast corner of said 135.657 acre tract and being in the north right-of-way line of FM 1431 (Whitestone Boulevard 80 foot right-of-way);

THENCE with the north right-of-way of said FM 1431 (Whitestone Boulevard) and the south line of said 135.657 acre tract, S 71° 24' 20" W, a distance of 748.42 feet to a 1/2 inch iron pipe found for corner being the southwest corner of said 135.657 acre tract;

THENCE leaving the north right-of-way line of said FM 1431 (Whitestone Boulevard) with the west line of said 135.657 acre tract, the following eight (8) courses and distances:

1. N 17° 58' 33" W, a distance of 61.87 feet to a 1/2 inch iron rod set,
2. N 18° 34' 32" W, a distance of 218.15 feet to a 5/8 inch iron rod set in concrete,
3. N 18° 30' 45" W, a distance of 284.00 feet to a 1/2 inch iron rod set,
4. N 18° 23' 24" W, a distance of 247.85 feet to a 1/2 inch iron rod set,
5. N 17° 59' 26" W, a distance of 350.01 feet to a 1/2 inch iron rod set,
6. N 18° 39' 03" W, a distance of 150.00 feet to a 1/2 inch iron rod set,
7. N 19° 28' 14" W, a distance of 298.93 feet to a 1/2 inch iron rod set, and
8. N 19° 53' 52" W, a distance of 433.54 feet to the POINT OF BEGINNING, containing 215.57 acres of land.

**ESPEY, HUSTON & ASSOCIATES, INC.**  
*Engineering & Environmental Consultants*  
916 CAPITAL OF TEXAS HWY. SOUTH (512) 327-6840  
P.O. BOX 519 AUSTIN, TEXAS 78767

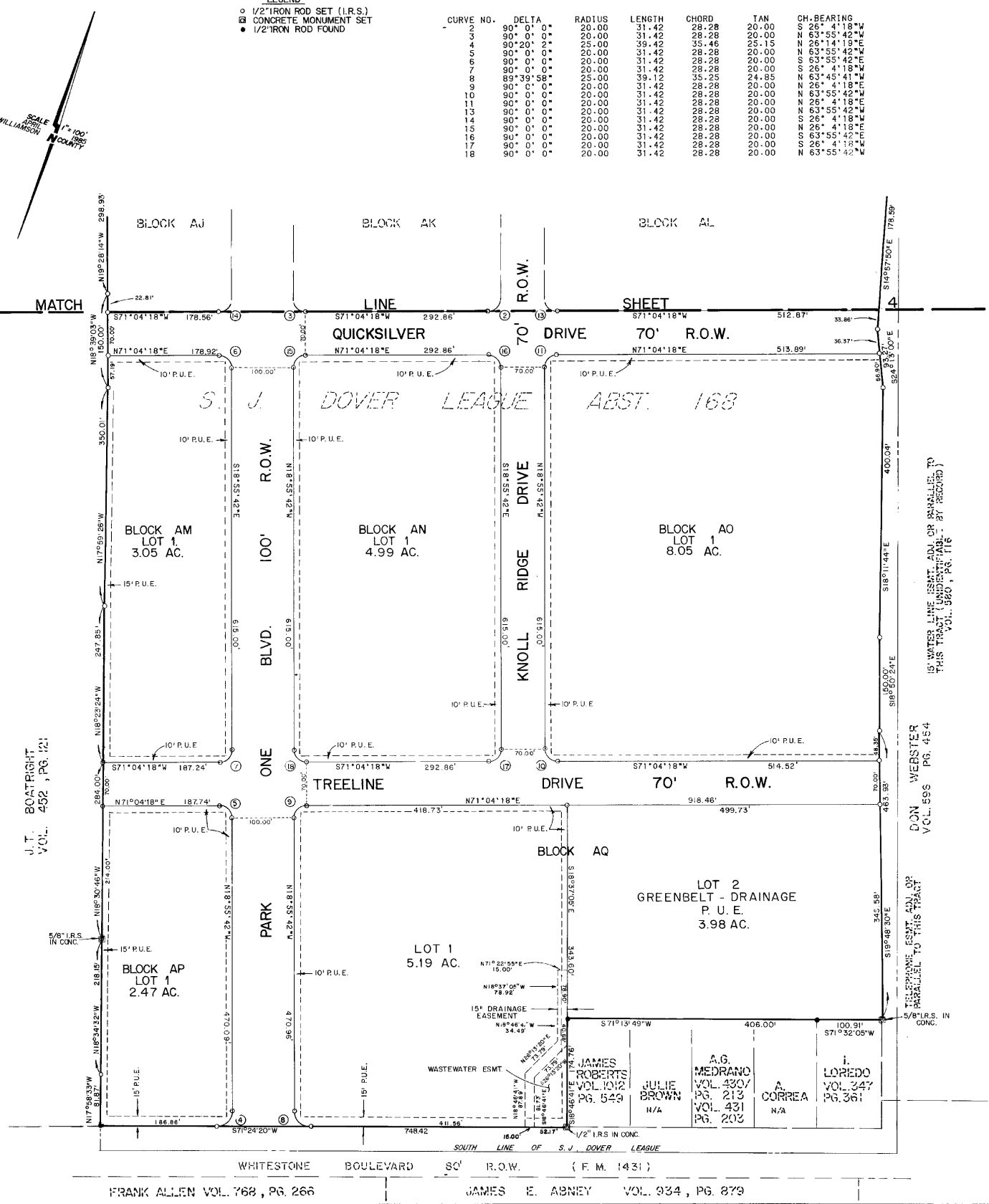
**CEDAR PARK ONE  
SECTION 1**

Car H, Date 192

- LEGEND  
 ○ 1/2" IRON ROD SET (I.R.S.)  
 ■ CONCRETE MONUMENT SET  
 ● 1/2" IRON ROD FOUND

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CH-BEARING
1	90° 0' 0"	20.00	31.42	28.28	20.00	S 26° 4' 18" W
2	90° 0' 0"	20.00	31.42	28.28	20.00	N 63° 55' 42" W
3	90° 0' 0"	20.00	31.42	28.28	20.00	N 26° 4' 18" E
4	90° 0' 0"	20.00	31.42	28.28	20.00	N 63° 55' 42" E
5	90° 0' 0"	20.00	31.42	28.28	20.00	S 26° 4' 18" E
6	90° 0' 0"	20.00	31.42	28.28	20.00	S 63° 55' 42" E
7	90° 0' 0"	20.00	31.42	28.28	20.00	S 26° 4' 18" W
8	89° 59' 59"	20.00	31.42	28.28	20.00	N 63° 55' 41" W
9	90° 0' 0"	20.00	31.42	28.28	20.00	N 26° 4' 18" E
10	90° 0' 0"	20.00	31.42	28.28	20.00	N 63° 55' 42" E
11	90° 0' 0"	20.00	31.42	28.28	20.00	S 26° 4' 18" E
12	90° 0' 0"	20.00	31.42	28.28	20.00	S 63° 55' 42" E
13	90° 0' 0"	20.00	31.42	28.28	20.00	S 26° 4' 18" W
14	90° 0' 0"	20.00	31.42	28.28	20.00	N 63° 55' 41" W
15	90° 0' 0"	20.00	31.42	28.28	20.00	N 26° 4' 18" E
16	90° 0' 0"	20.00	31.42	28.28	20.00	N 63° 55' 42" E
17	90° 0' 0"	20.00	31.42	28.28	20.00	S 26° 4' 18" E
18	90° 0' 0"	20.00	31.42	28.28	20.00	S 63° 55' 42" E

JANE GLASSCOCK SURVEY ABST. 257 W & ABST. 2706 T



IS WATER LINE (SMT. AND OR PARALLEL TO THIS TRACT (UNIDENTIFIABLE BY RECORD) VOL. 960, PG. 116

DON WEBSTER VOL. 595 PG. 454

TELEPHONE ESMT. AND OR PARALLEL TO THIS TRACT

**ESPEY, HUSTON & ASSOCIATES, INC.**  
 Engineering & Environmental Consultants  
 916 CAPITAL OF TEXAS HWY. SOUTH (512) 327-6840  
 P.O. BOX 519 AUSTIN, TEXAS 78767

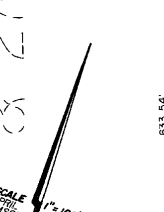
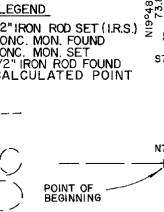
**CEDAR PARK ONE SECTION 1**

SHEET 2 OF 7

CURVE NO.	CHORD	LENGTH	CHORD	CHORD	CHORD
1	90.00	31.42	20.00	20.00	20.00
2	11.91	316.11	64.28	32.25	32.25
3	91.50	20.00	31.04	20.00	20.00
4	13.94	402.08	92.37	46.39	46.39
5	90.00	20.00	31.42	20.00	20.00
6	90.00	20.00	31.42	20.00	20.00
7	28.55	20.00	28.55	20.00	20.00
8	28.55	20.00	28.55	20.00	20.00
9	13.94	332.08	76.29	38.11	38.11
10	88.29	20.00	30.89	27.91	27.91
11	11.39	382.83	77.45	39.08	39.08
12	90.00	20.00	31.42	20.00	20.00
13	76.50	15.41	60.90	16.32	16.32
14	11.39	312.83	63.62	31.92	31.92
15	91.50	20.00	31.42	20.00	20.00
16	90.00	20.00	31.42	20.00	20.00
17	90.00	20.00	31.42	20.00	20.00
18	21.34	300.00	115.12	112.44	112.44
19	48.00	15.00	12.57	12.20	12.20
20	112.52	50.00	150.87	99.81	803.04
21	47.51	15.00	12.57	12.20	12.20
22	88.29	20.00	30.89	27.91	27.91
23	11.39	382.83	77.45	39.08	39.08
24	90.00	20.00	31.42	20.00	20.00
25	28.55	20.00	28.55	20.00	20.00
26	28.55	20.00	28.55	20.00	20.00
27	13.94	332.08	76.29	38.11	38.11
28	88.29	20.00	30.89	27.91	27.91
29	11.39	382.83	77.45	39.08	39.08
30	90.00	20.00	31.42	20.00	20.00
31	90.00	20.00	31.42	20.00	20.00
32	21.34	300.00	115.12	112.44	112.44
33	48.00	15.00	12.57	12.20	12.20
34	112.52	50.00	150.87	99.81	803.04
35	47.51	15.00	12.57	12.20	12.20
36	88.29	20.00	30.89	27.91	27.91
37	11.39	382.83	77.45	39.08	39.08
38	90.00	20.00	31.42	20.00	20.00
39	90.00	20.00	31.42	20.00	20.00
40	21.34	300.00	115.12	112.44	112.44
41	48.00	15.00	12.57	12.20	12.20
42	112.52	50.00	150.87	99.81	803.04
43	47.51	15.00	12.57	12.20	12.20
44	88.29	20.00	30.89	27.91	27.91
45	11.39	382.83	77.45	39.08	39.08
46	90.00	20.00	31.42	20.00	20.00
47	90.00	20.00	31.42	20.00	20.00
48	21.34	300.00	115.12	112.44	112.44
49	48.00	15.00	12.57	12.20	12.20
50	112.52	50.00	150.87	99.81	803.04
51	47.51	15.00	12.57	12.20	12.20
52	88.29	20.00	30.89	27.91	27.91
53	11.39	382.83	77.45	39.08	39.08
54	90.00	20.00	31.42	20.00	20.00
55	90.00	20.00	31.42	20.00	20.00
56	21.34	300.00	115.12	112.44	112.44
57	48.00	15.00	12.57	12.20	12.20
58	112.52	50.00	150.87	99.81	803.04
59	47.51	15.00	12.57	12.20	12.20
60	88.29	20.00	30.89	27.91	27.91
61	11.39	382.83	77.45	39.08	39.08
62	90.00	20.00	31.42	20.00	20.00
63	90.00	20.00	31.42	20.00	20.00
64	21.34	300.00	115.12	112.44	112.44
65	48.00	15.00	12.57	12.20	12.20
66	112.52	50.00	150.87	99.81	803.04
67	47.51	15.00	12.57	12.20	12.20
68	88.29	20.00	30.89	27.91	27.91
69	11.39	382.83	77.45	39.08	39.08
70	90.00	20.00	31.42	20.00	20.00
71	90.00	20.00	31.42	20.00	20.00
72	21.34	300.00	115.12	112.44	112.44
73	48.00	15.00	12.57	12.20	12.20
74	112.52	50.00	150.87	99.81	803.04
75	47.51	15.00	12.57	12.20	12.20
76	88.29	20.00	30.89	27.91	27.91
77	11.39	382.83	77.45	39.08	39.08
78	90.00	20.00	31.42	20.00	20.00
79	90.00	20.00	31.42	20.00	20.00
80	21.34	300.00	115.12	112.44	112.44
81	48.00	15.00	12.57	12.20	12.20
82	112.52	50.00	150.87	99.81	803.04
83	47.51	15.00	12.57	12.20	12.20
84	88.29	20.00	30.89	27.91	27.91
85	11.39	382.83	77.45	39.08	39.08
86	90.00	20.00	31.42	20.00	20.00
87	90.00	20.00	31.42	20.00	20.00
88	21.34	300.00	115.12	112.44	112.44
89	48.00	15.00	12.57	12.20	12.20
90	112.52	50.00	150.87	99.81	803.04

CEDAR PARK JOINT VENTURE  
CEDAR PARK ONE  
SECTION 2  
VOL. 119 PG. 481

JANE GLASSCOCK SURVEY  
ABS 257W  
J. T. BOATRIGHT  
VOL. 452 PG. 121

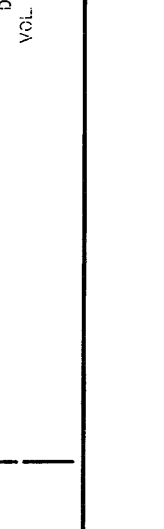
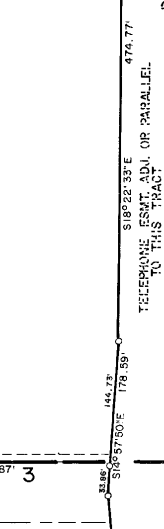
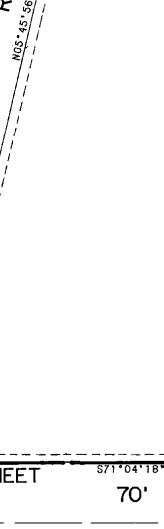
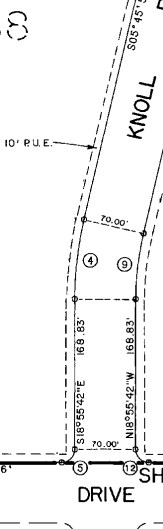
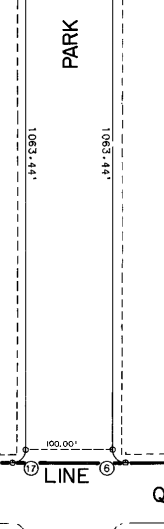
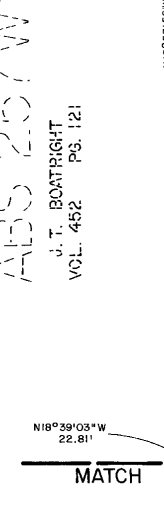


BLOCK AJ  
LOT 1  
5.20 AC.

BLOCK AK  
LOT 1  
10.14 AC.

BLOCK AL  
LOT 1  
10.74 AC.

ABS. 168



**ESPEY, HUSTON & ASSOCIATES, INC.**  
*Engineering & Environmental Consultants*  
916 CAPITAL OF TEXAS HWY. SOUTH (512) 327-6840  
P.O. BOX 519 AUSTIN, TEXAS 78767

CEDAR PARK ONE  
SECTION 1





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**CEDAR PARK ONE  
SECTION 1**

WILLIAM ARNOLD  
VOL. 768, PG. 170

Car #, Slide 195

SHEET 5 OF 7

NATHAN KIRBY  
VOL. 841, PG. 431

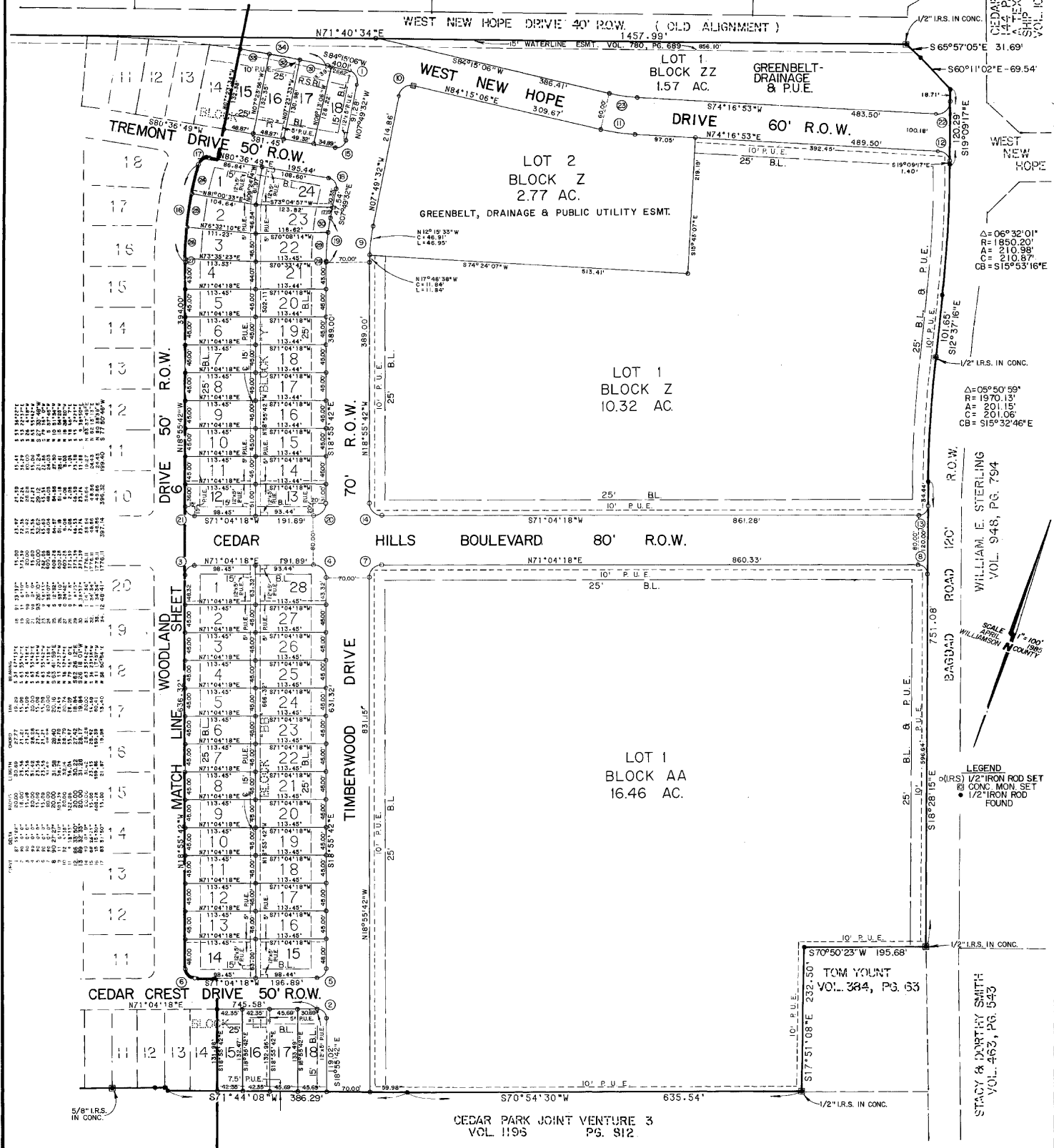
WILLIAM ARNOLD  
VOL. 768, PG. 170

DALE BAGBY & JOHN ROBERTS  
VOL. 905, PG. 658

WILLIAM R. LUNSFORD  
VOL. 867, PG. 70

CEDAR PARK /  
14.4 PARTNERS  
AT-LUXAS PARTNER-  
SHIP  
VOL. 1005, PG. 629

CA-H. 11/16/96



**ESPEY, HUSTON & ASSOCIATES, INC.**  
*Engineering & Environmental Consultants*

916 CAPITAL OF TEXAS HWY. SOUTH (512) 327-6840  
P.O. BOX 519 AUSTIN, TEXAS 78767

**CEDAR PARK ONE  
SECTION 1**

STATE OF TEXAS  
COUNTY OF WILLIAMSON: KNOW ALL MEN BY THESE PRESENTS

THAT CEDAR PARK JOINT VENTURE #3 A TEXAS CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME OFFICE IN BRYAN, BRAZOS COUNTY, TEXAS, ACTING THROUGH ITS GENERAL PARTNER PHILIP J. TREMONT, BEING THE OWNER OF THAT CERTAIN TRACT OF LAND CONTAINING 215.02 ACRES OF LAND OUT OF THE S. J. DOVER LEAGUE ABS. 168 SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 135.657 ACRE TRACT AND ALL OF THE 101.067 ACRE TRACT CONVEYED TO CEDAR PARK JOINT VENTURE #3, RECORDED IN VOLUME 1119, PAGE 481 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID 215.02 ACRES OF LAND TO BE KNOWN AS "CEDAR PARK ONE SECTION 1", AND DOES HEREBY DEDICATE TO THE PUBLIC ALL STREETS, GREENBELTS, AND EASEMENTS AS SHOWN HEREON FOR THE PURPOSE EXPRESSED AND SUBJECT TO ANY RESTRICTIONS AND EASEMENTS HERETOFORE GRANTED.

WITNESS MY HAND, THIS 12th DAY OF APRIL 1985, A.D.  
CEDAR PARK JOINT VENTURE #3

*Philip J. Tremont*  
GENERAL PARTNER, PHILIP J. TREMONT  
1713 BROADMOOR, SUITE 102  
BRYAN, TEXAS 77801

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED (PHILIP J. TREMONT) KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 12th DAY OF APRIL 1985, A.D.  
*Charles R. Ridenbaugh*  
NOTARY PUBLIC STATE OF TEXAS  
COMMISSION EXPIRES 3-4-87  
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON: KNOW ALL MEN BY THESE PRESENTS

THAT I, CARLOS M. JIMENEZ, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CEDAR PARK, TEXAS.

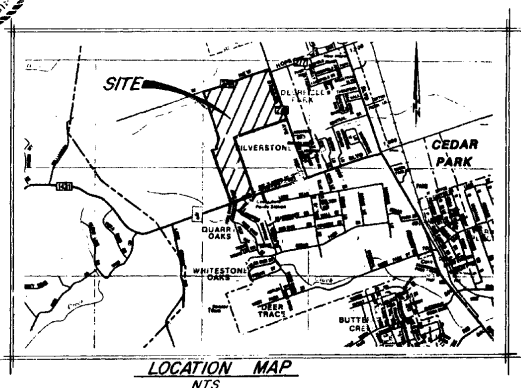
OFF TO THIS 15th DAY OF April 1985, A.D.  
*Carlos M. Jimenez*  
CARLOS M. JIMENEZ  
REGISTERED PUBLIC SURVEYOR  
NO. 3950, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF WILLIAMSON:

I, RICHARD J. WHEELER DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF CEDAR PARK, TEXAS. AND THAT NONE OF THE ABOVE SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION, FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP NO. 481079 0013A DATED NOVEMBER 1, 1977.

CERTIFIED TO THIS 16 DAY OF May 1985, A.D.

*Richard J. Wheeler*  
RICHARD J. WHEELER  
REGISTERED PROFESSIONAL ENGINEER  
NO. 45033, STATE OF TEXAS



#### CERTIFICATE OF APPROVAL

APPROVED THIS 16th DAY OF December 1985, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF CEDAR PARK, TEXAS, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

*Tom Huelsman*  
TOM HUELSMAN, CHAIRMAN  
*Whitney A. Walsh*  
WHITNEY WALSH, SECRETARY

#### CERTIFICATE OF APPROVAL

PASSED AND APPROVED, ON THE 3rd DAY OF December 1985.

*George B. Bowling*  
GEORGE B. BOWLING, MAYOR, CITY OF CEDAR PARK, TEXAS

#### ATTEST:

*Nancy M. Faulkner*  
NANCY M. FAULKNER, CITY SECRETARY, CITY OF CEDAR PARK, TEXAS

OWNER: CEDAR PARK JOINT VENTURE #3  
ACREAGE: 215.02  
SURVEY: S. J. DOVER LEAGUE ABSTRACT NO. 168.  
NUMBER OF BLOCKS: 33  
NUMBER OF LOTS: 357  
LINEAR FEET OF STREETS: 35,800  
DATE: MARCH 1985  
SURVEYOR: CARLOS M. JIMENEZ  
ENGINEER: RICHARD J. WHEELER

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON:

I, JAMES N. BOYDSTON, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16th DAY OF May 1985, A.D. 1985, AT 10:00 O'CLOCK A.M., AND DULY RECORDED ON THE 19th DAY OF May 1985, A.D. 1985, IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS IN PLAT BOOK H, PAGES 191-192.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, THE DATE LAST ABOVE WRITTEN.

*Barbara Shuffield*  
BY DEPUTY  
JAMES N. BOYDSTON  
CLERK, COUNTY COURT,  
WILLIAMSON COUNTY, TEXAS

LAND USE	L.U.E.'S
SINGLE FAMILY RESIDENTIAL	232 L.U.E.'S
HOMEPLEX	122 L.U.E.'S
MULTI-FAMILY	104 L.U.E.'S
COMMERCIAL	359 L.U.E.'S
TOTAL	817 L.U.E.'S

#### NOTES:

Lots 1-16, Block "Q" and Lots 1-18, Block "R" will not have access to West New Hope Drive, only access to Tremont Drive.

Lots 7-13, Block "NN" will not have access to Knoll Ridge Drive, only to Highland Court.

The developer will construct access easements.

Lots 7-13, Block "NW", Block "KK", Block "Q" and Block "R" showing rear set back lines prohibit the construction of permanent enclosed structures beyond this line. The Rear Set Back Lines however will allow the construction of privacy, chain link, and/or other facsimile type fences.

NOTE: A FIVE (5) FOOT BY TEN (10) FOOT P. U. E. IS TO BE LOCATED AT THE COMMON FRONT LOT CORNERS OF ALL LOTS IN THIS SUBDIVISION. EASEMENTS WILL GENERALLY CONFORM TO EXAMPLE BELOW.

TYPICAL 5' x 10' P. U. E.



#### SIDEWALK NOTE:

SIDEWALKS WILL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS.



ESPEY, HUSTON & ASSOCIATES, INC.  
Engineering & Environmental Consultants

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CEDAR PARK ONE  
SECTION 1