

**AFTER RECORDING RETURN TO:**

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**STAR RANCH  
MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**[Star Ranch]**

<b>THE STATE OF TEXAS</b>	§	
	§	<b>KNOW ALL MEN BY THESE PRESENTS:</b>
<b>COUNTIES OF TRAVIS AND</b>	§	
<b>WILLIAMSON</b>	§	

This Master Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") is made by **SR INVESTMENTS, LTD.**, a Texas limited partnership (the "Declarant") and is as follows:

WHEREAS, Declarant, Tack Development, Ltd., a Texas limited partnership ("Tack"), Brushy Creek, Ltd., a Texas limited partnership ("Brushy Creek"), Commerce Properties, Inc., a Delaware corporation ("Commerce"), and Earl Klattenhoff are the owners, or hold options to acquire, certain real property located in Travis and Williamson Counties, Texas, as more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant, Tack, Brushy Creek, Commerce, and Klattenhoff (sometimes collectively called "Grantor") desire to develop (or cause to be developed) all or portions of the Property (as defined below) as part of a multi-use development consisting of : (i) development areas that will vary (from area to area) as to the use, size and types of development thereof and improvements constructed thereon; (ii) common areas improved by certain aesthetic and/or recreational amenities; and (iii) other improvements; and

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

WHEREAS, portions of the Property shall be made subject to this Declaration upon Declarant's filing of one or more notices of applicability pursuant to Section 11.05 below, and, once such notices of applicability have been filed pursuant to Section 11.05, the Property described therein shall constitute the Development (as defined below) and shall be governed by and fully subject to this Declaration, and the Development in turn shall be comprised of separate Development Areas (as defined below) which shall be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Declaration; and

WHEREAS, by the filing of this Declaration, Declarant serves notice that upon the further filing of one or more notices of applicability pursuant to the requirements of Section 11.05 below, portions of the Property identified in such notice or notices shall be subjected to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that those portions of the Property hereafter subjected to this Declaration pursuant to Section 11.05 below shall be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with such portions of the

Property and shall be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying those portions of the Property subjected to this Declaration pursuant to Section 11.05 below shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

## ARTICLE I

### DEFINITIONS

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

“Architectural Guidelines” shall mean the standards for design, construction, landscaping, and exterior items placed on any Lot or Condominium Unit adopted pursuant to Article 6.02(c), as amended.

“Articles” shall mean and refer to the Articles of Incorporation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

“Assessment” or “Assessments” shall mean assessments imposed by the Association under this Declaration.

“Assessment Unit” shall have the meaning set forth in Section 5.05.

“Association” shall mean and refer to the Star Ranch Community, Inc., a Texas non-profit corporation, and its successors and assigns.

“Board” shall mean the Board of Directors of the Association.

“Bulk Rate Contract” or “Bulk Rate Contracts” shall mean and refer to one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, “broadband” services, security services, trash pick up services, propane service, natural gas service, lawn maintenance services and any other services of any kind or nature which are considered by the Board to be beneficial.

“Bylaws” shall mean and refer to the Bylaws of the Association as adopted and as amended from time to time.

“Commercial Lot” shall mean a portion of the Development shown as a subdivided lot on a Plat other than a Residential Lot, Common Area, or Special Common Area, that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, and wholesale activities, and shall also be deemed to include multi-family housing other than a condominium regime.

“Common Area” shall mean and refer to all real property and any interest therein, including Improvements located thereon, which is designated by Declarant as common area which benefits the

Development, and is conveyed to the Association or is otherwise held by Declarant for the benefit of the Owners. The Common Area shall include all areas that shall be or have been dedicated to all public authorities but not yet accepted by such authorities. The Common Area shall be for the common use and enjoyment of the Owners. Common Area may be designated by Declarant from time to time and at any time.

**“Condominium Unit”** shall mean an individual unit within a condominium regime established within the Development.

**“Declarant”** shall mean and refer to SR Investments, Ltd., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of SR Investments, Ltd., as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

**“Development”** shall refer to any and all portions of the Property that are hereafter made subject to this Declaration pursuant to Section 11.05 of this Declaration.

**“Development Area”** shall mean any part of the Development (less than the whole), which Development Areas may be subject to Development Area Declarations in addition to being subject to this Declaration.

**“Development Area Association”** as to each Development Area, shall mean any nonprofit corporation organized and established pursuant to a Development Area Declaration. Declarant shall have no obligation to cause a Development Area Association to be formed nor shall Declarant be obligated to include provisions in any Development Area Declaration which would enable formation of a Development Area Association. Development Area Associations may take the form of a property owners association, commercial property owners association, condominium owners association, or a property holding trust.

**“Development Area Declaration”** shall mean, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

**“Golf Course”** shall mean and refer to the Star Ranch Golf Club, located in Williamson County, Texas, as more particularly described as the “Golf Course Property” in that certain Easement and Development Agreement, recorded as Document No. 2000039434, Official Public Records of Travis County, Texas.

**“Improvement”** shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, playscapes, recreational courts, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite or cable television, other utilities, or otherwise.

“Lot” shall mean and refer to a portion of the Development shown as a subdivided lot on a Plat other than Common Area or Special Common Area, and shall include both Commercial Lots and Residential Lots.

“Manager” shall have the meaning ascribed thereto in Section 3.04(H).

“Master Restrictions” shall mean the restrictions, covenants, and conditions contained in this Declaration, the Bylaws, or in any rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time.

“Members” shall mean and refer to every person or entity who holds membership privileges in the Association.

“Membership Agreement” shall mean and refer to an agreement in the form specified by the Board for execution by each Member, as more particularly described in Section 3.02(b) below.

“Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

“Mortgagee” or “Mortgagees” shall mean the holder(s) of any Mortgage(s).

“Owner” shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit, but shall not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot or Condominium Unit pursuant to foreclosure of the lien of its Mortgage.

“Person” shall mean a natural person, corporation, partnership, limited liability company, trust, or any other legal entity.

“Plat” shall mean a subdivision plat of any portion of the Development as recorded in the Plat Records of Travis and Williamson Counties, Texas, and any amendments thereto.

“Property” shall mean all of that certain real property described in Exhibit “A” attached hereto, subject to such additions thereto and deletions therefrom as may be made pursuant to Sections 11.03 and 11.04 of this Declaration.

“Residential Lot” shall mean and refer to a portion of the Development shown as a subdivided lot on a Plat, other than Common Area or Special Common Area, that is intended and designated solely for single-family residential use.

“Special Common Area” shall mean and refer to any interest, easement or license in real property or improvements which is designated by Declarant in a notice of applicability filed pursuant to Section 11.05 or a Development Area Declaration (which designation shall be made in the sole and absolute discretion of the Declarant) as common area which benefits one or more, but less than all of the Lots, Owners or Development Areas, and is or will be conveyed to the Association and/or any Development Area Association, or otherwise held by Declarant for the benefit of the Owners of property to which such Special Common Area benefits. The notice of applicability or Development Area Declaration shall identify the Lots, Owners or Development Areas benefitted by such Special Common Area.

## ARTICLE II

### GENERAL RESTRICTIONS

**2.01 General.** All Lots and Condominium Units within the Development, or added pursuant to Section 11.03 of this Declaration, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to any applicable conditions, restrictions, reservations, and easements set forth in this Declaration or contained in the Development Area Declaration covering the Development Area in which such Lot or Condominium Unit is located.

**2.02 Incorporation of Development Area Declarations.** Upon recordation of a Development Area Declaration in the Official Public Records of William and Travis Counties, Texas, such Development Area Declaration shall, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Declaration, to the extent not in conflict with this Declaration, but shall apply only to the Development Area described in and covered by such Development Area Declaration. Notwithstanding any provision in this Declaration to the contrary, no portion of the Property shall be subject to the terms and provisions of this Declaration until such Property is added pursuant to Section 11.05.

## ARTICLE III

### THE STAR RANCH COMMUNITY, INC.

**3.01. Organization.** The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**3.02. Membership.**

- (a) Any person or entity, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to said Lot or Condominium Unit.
- (b) If requested by the Board, each Owner, other than the Declarant, must execute a Membership Agreement and deliver the same to the Association prior to or concurrently with the recording of a deed conveying fee title to a Lot or Condominium Unit to such Owner. Each Owner must notify the immediate transferee of his Lot or Condominium Unit of such transferee's obligation to so execute and deliver a Membership Agreement, but the failure to so notify a transferee shall not relieve such transferee of his obligations under this Section 3.02(b). The failure to execute a Membership Agreement shall not prevent any person from being a Member or Owner under the terms of the Articles, Bylaws or Master Restrictions, or excuse any Member from the payment of Assessments. If a Membership Agreement is required by the Board, an Owner who has not executed

and delivered a Membership Agreement shall automatically forfeit his right to vote as a Member and additionally forfeit his right to the use and enjoyment of the Common Area and applicable Special Common Area. Such Owner shall not be entitled to restoration of his voting privileges and rights in the Common Area or applicable Special Common Area until execution and delivery of a Membership Agreement by such Owner. However, the Board may, at the Board's sole discretion, provide that a Member shall be entitled to the full privileges of membership in the Association, notwithstanding the failure to execute a Membership Agreement. In the event Members are entitled to a key, membership card or other token evidencing or facilitating the right to use any Improvements erected or placed on the Common Area or Special Common Area, the Board may require any Member who has not executed a Membership Agreement to return the same to the Board immediately.

- (c) Every Member shall have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements shall be appurtenant to and shall pass with the title to such Member's Lot or Condominium Unit, subject to Section 3.02(b) above and subject to the following restrictions and reservations:
  - (i) The right of the Association to suspend the Member's voting rights and right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such member is in violation of any provision of this Declaration or any applicable Development Area Declaration;
  - (ii) 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 purpose and subject to such conditions as may be approved by a majority vote of the Members;
  - (iii) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;
  - (iv) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any Improvements thereon; and
  - (v) The right of the Association to contract for services with third parties on such terms as the Association may determine.
- (d) Each Owner of a Lot or Condominium Unit which has been designated as a beneficiary of Special Common Area in a notice of applicability or Development Area Declaration, shall have a right and easement of enjoyment in and to all of such Special Common Area, and an access easement by and through such Special Common Area, which easement shall be appurtenant to and shall pass with title to such Owner's Lot or Condominium Unit, subject to Section 3.02(b) above and subject to the following restrictions and reservations:
  - (i) The right of the Association to suspend the Members voting rights and right to use the Special Common Area for any period during which any Assessment

against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Declaration or any applicable Development Area Declaration;

- (ii) The right of the Association to dedicate or transfer all or any part of the Special Common Area to any public agency, authority or utility for any person;
- (iii) The right of the Association to borrow money for the purpose of improving the Special Common Area, and, in furtherance thereof, mortgage the Special Common Area;
- (iv) The right of the Association to make reasonable rules and regulations regarding use of the Special Common Area and any improvements thereon; and
- (v) The right of the Association to contract for services with third parties on such terms as the Association may determine.

**3.03. Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner of each Residential Lot shall have one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots, the number of votes to which such Residential Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing herein shall be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the applicable Development Area Declaration.
- (b) Each Owner of Commercial Lot(s) and/or Condominium Unit(s) shall have the number of votes for each Commercial Lot and/or Condominium Unit so owned as determined by Declarant (or by the Board, as provided in Section 3.03(f)) at the time that a Development Area Declaration is first recorded in the Official Public Records of Travis and Williamson Counties, Texas for the Development Area within which such Commercial Lot or Condominium Unit is located. Declarant, or if Declarant no longer holds a majority of votes in the Association, the Board, shall determine such votes in its sole discretion, taking into account, among other things, the relationship of such Commercial Lots and/or Condominium Units to the entire Development. Declarant's (or the Board's, as the case may be) determination regarding the number of votes to which such Owners shall be entitled shall be final, binding and conclusive. Such determination of Declarant (or the Board, as the case may be) may be set forth in the notice filed by Declarant pursuant to Section 11.05 below for the Development Area within which such Commercial Lot(s) or Condominium Unit(s) are located or in any Development Area

Declaration filed for such Development Area. Prior to the time any Lots or Condominium Units in such Development Area are conveyed by Declarant to any person not affiliated with Declarant, Declarant or the Board, as the case may be, may amend or modify its allocation of votes by filing an amended notice in the Official Public Records of Travis and Williamson Counties, Texas, setting forth the amended allocation. The Declarant (or if Declarant no longer holds a majority of votes in the Association, the Board), in its sole and absolute discretion, may modify or amend the number of votes previously assigned to a Commercial Lot or Condominium Unit if the Improvements actually constructed on the Commercial Lot or Condominium Unit differ substantially from the Improvements contemplated to be constructed thereon at the time a notice allocating votes thereto was originally filed. In the event of a modification to the votes allocated to a Commercial Lot or Condominium Unit, the Declarant (or if Declarant no longer holds a majority of votes in the Association, the Board) shall file of record an amended vote determination setting forth the revised allocation of votes attributable to such Commercial Lot or Condominium Unit.

- (c) In addition to the votes to which Declarant is entitled by reason of Section 3.03(a) and Section 3.03(b), for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have four (4) additional votes until the first time that Declarant and Grantor owns no Property.
- (d) When more than one person or entity owns a portion of the fee simple interest in any Lot or Condominium Unit, all such persons or entities shall be Members. The vote or votes (or fraction thereof) for such Lot or Condominium Unit shall be exercised by the person so designated in the Membership Agreement relating to such Lot or Condominium Unit, and in no event shall the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled under this Section 3.03.
- (e) The right of any Owner to vote may be suspended by the Association, acting through the Board, for any period during which any Assessment against such owners Lot(s) or Condominium Unit(s) remains past due, for any period during which such Owner or such Owners' Lot(s) or Condominium Unit(s) are in violation of this Declaration, and, as provided in Section 3.02(b) above, for any period during which such Owner has failed to execute and deliver a Membership Agreement.
- (f) The right and obligation to determine votes allocated to Commercial Lots and Condominium Units shall be transferred automatically from the Declarant to the Board (without necessity of further act) at the first time that Declarant and the Grantor owns no Property.

**3.04. Powers.** The Association shall have the powers of a Texas nonprofit corporation. It shall further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the following powers at all times:

- (A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association.
- (B) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.
- (C) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Master Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.
- (D) Assessments. To levy and collect assessments, and to determine Assessment Units, as provided in Article V below.
- (E) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Master Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot or Condominium Unit so entered, shall be deemed a special Assessment against such Lot or Condominium Unit, shall be secured by a lien upon such Lot or Condominium Unit, and shall be enforced in the same manner and to the same extent as provided in Article V hereof for Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Master Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Master Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant and/or Grantor, and their successors or assigns. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any Improvements on any Lot other than Common Area or the Special Common Area in enforcing this Declaration before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s) has been obtained. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 3.04(E)

(INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (G) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area for the purpose of constructing, erecting, operating or maintaining the following:
- (a) Parks, parkways or other recreational facilities or structures;
  - (b) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
  - (c) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
  - (d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
  - (e) Any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed thereon by the Master Restrictions or by any governmental authority.

- (H) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (I) Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the Development, including but not limited to its recreational facilities; to maintain and repair recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes located within the Development, and to maintain and repair other portions of the Development.

- (J) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to applicable law (including the Texas Non-Profit Corporation Act) or under the terms of the Master Restrictions.
- (K) Construction on Association Property. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Architectural Control Committee.
- (L) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area, Special Common Area, or other property, or to provide any service or perform any function on behalf of Declarant, the Board, the Association or the Members.
- (M) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.
- (N) Authority with Respect to Development Area Declaration. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any Development Area Declaration. Any decision by the Association to delay or defer the exercise of the power and authority granted by this Section 3.04(N) shall not subsequently in any way limit, impair or affect ability of the Association to exercise such power and authority.
- (O) Allocation of Votes. To determine votes as provided in Section 3.03 above.
- (P) Membership Privileges. To establish rules and regulations governing and limiting the use of the Common Area , Special Common Area, and any Improvements thereon.

**3.05 Indemnification.** To the fullest extent permitted by applicable law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association shall indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Board may purchase and maintain insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether

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

**3.06 Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in Section 3.04 hereinabove, the Association shall have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant and/or any entities in which Declarant or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion, but no Owner will be required to accept services or pay charges under any Bulk Rate Contract unless such Owner enters into a separate agreement to accept such services and pay such charges (a "Bulk Rate Service Agreement"). If an Owner enters into a Bulk Rate Service Agreement, then the Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Service Agreement to the Assessments against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Service Agreement, then the Association shall be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Service Agreement and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12 day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or the occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where the Owner (or the occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service shall be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

#### ARTICLE IV

#### INSURANCE

**4.01 Insurance.** Each Owner shall be required to purchase and maintain insurance on the Improvements located upon such Owner's Lot or Condominium Unit. A Development Area Declaration may include additional requirements pertaining to insurance applicable to any Lot or Condominium Unit.

#### ARTICLE V

#### COVENANT FOR ASSESSMENTS

**5.01. Assessments.**

- (A) Assessments established by the Board pursuant to the provisions of this Article V shall be levied against each Lot and Condominium Unit in amounts determined pursuant to Section 5.05 below. The total amount of Assessments shall be determined by the Board pursuant to Section 5.03, 5.03A, and/or 5.04 hereof.
- (B) Each Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and shall be secured by a lien hereby granted and conveyed by the Declarant to the Association against each such Lot, and all Improvements thereon, and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, shall be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

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

**5.03. Regular Annual Assessments.** Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in exercising its powers as set forth in this Declaration, including, but not limited to, the cost of all maintenance, the cost of administering and enforcing the covenants and restrictions contained herein, and shall estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and shall give due consideration to any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**5.03A. Special Common Area Assessments.** Prior to the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated expenses to be incurred by the Association to maintain, repair, or manage any Special Common Area, and shall estimate the amount needed to maintain reasonable provision for contingencies and an appropriate replacement reserve, and shall give due consideration to any expected income and surplus from the prior year's fund. Special Common Area Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided at the level of Special Common Area Assessments set by the Board in its sole and absolute discretion, and the Board's determination shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Special Common Area Assessment, the Association may at any time, and from time to time, levy further Special Common Area

Assessments in the same manner as aforesaid. All such Special Common Area Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

**5.04. Special Assessments.** In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any special Assessments shall be at the reasonable discretion of the Board. In addition to the special Assessments authorized above, the Association may, in any fiscal year, levy a special Assessment applicable to that fiscal 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 or Special Common Area. Any special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area shall be levied against all Owners based on Assessment Units. Any special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area shall be levied against all Owners who have been designated as a beneficiary of such Special Common Area and shall be allocated uniformly among such Owners based on Assessment Units.

**5.05. Amount of Assessment.**

A. The Board shall levy Assessments against each "Assessment Unit" (as defined in Section 5.05(B) below), unless otherwise provided in 5.05(F). Assessments levied pursuant to Section 5.03 and 5.04 shall be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to 5.03A shall be levied uniformly against each Assessment Unit which has been designated as a beneficiary of the Special Common Area to which such Special Common Area Assessment relates.

B. Each Residential Lot shall constitute one "Assessment Unit." Each Commercial Lot and each Condominium Unit shall constitute that number of "Assessment Units" as determined by Declarant (or, as provided in Section 5.05(E), the Board) at the time that the Development Area Declaration is first recorded in the Official Public Records of Travis and Williamson Counties, Texas for the Development Area within which such Commercial Lot or Condominium Unit is located. Declarant (or the Board, as the case may be) shall determine such Assessment Units in its sole and absolute discretion, taking into account, among other things, the relationship of such Commercial Lots and/or Condominium Units to the entire Development. Declarant's (or the Board's, as the case may be) determination regarding the number of Assessment Units applicable to each Commercial Lot or Condominium Unit shall be final, binding and conclusive. Such determination of Declarant (or the Board, as the case may be) may be set forth in the notice filed by Declarant pursuant to Section 11.05 for the Development Area within which such Commercial Lot(s) or Condominium Unit(s) are located or in a Development Area Declaration applicable to such Development Area. The Declarant (or if Declarant no longer holds a majority of votes in the Association, the Board), in its sole and absolute discretion, may modify or amend the number of Assessment Units previously assigned to a Commercial Lot or Condominium Unit if the Improvements actually constructed on the Commercial Lot or Condominium Unit differ substantially from the Improvements contemplated to be constructed thereon at the time the notice allocating Assessment Units thereto was originally filed. In the event of a modification to the

Assessment Units allocated to a Commercial Lot and Condominium Unit, the Declarant (or if Declarant no longer holds a majority of votes in the Association, the Board) shall file of record an amended notice setting forth the revised Assessment Units attributable to the Commercial Lot or Condominium Unit.

C. Prior to the time any Lots or Condominium Units in such Development Area are conveyed to any person not affiliated with Declarant, Declarant or the Board, as the case may be, may modify its determination regarding the allocation of Assessment Units by filing a notice in the Official Public Records of Travis and Williamson Counties, Texas, setting forth the amended allocation.

D. Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots or Condominium Units owned by Declarant or Grantor.

E. The right and obligation to determine Assessment Units for Commercial Lots and Condominium Units shall be transferred automatically from the Declarant to the Board (without necessity of further act) at the first time that Declarant and Grantor owns no Property.

F. In lieu of any Assessments levied pursuant to 5.03, Declarant may allocate an annual levy (the "Annual Levy") against a Commercial Lot in the notice filed by Declarant pursuant to Section 11.05 for the Development Area within which such Commercial Lot is located. Notwithstanding any provision in this Section 5.05(F) to the contrary, a Commercial Lot which is subject to any Annual Levy shall remain liable for the payment of Assessments levied pursuant to Sections 5.03A and 5.04, and Assessment Units applicable to such Commercial Lot shall be determined pursuant to Section 5.05B. At the beginning of each calendar year the Annual Levy then in effect shall be increased by a percentage amount equal to the percentage of increase, if any, in the cost of living index at the commencement of the calendar year, over and above the cost of living index at the commencement of the immediately preceding calendar year. For purposes of this Section 5.05.F: (a) increases in the cost of living index shall be measured by the U.S. Department of Labor Consumer Price Index for All Urban Consumers, Dallas-Fort Worth, Texas Average, all items figure 1982-1984 = 100 as published by the Bureau of Labor Statistics of the United States Department of Labor; and (b) the figures for purposes of calculating Annual Levy increases hereunder shall be the last figures published prior to the applicable measurement dates. If any of the following events occur, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the Consumer Price Index for all Urban Consumers together with information which will make possible the conversion to a new index in computing any rent increases hereunder, to-wit: (a) if the Bureau of Labor Statistics or any successor agency of the United States ceases to use the 1982-1984 average of 100 as the basis of calculation; (b) if a substantial change is made in the number or character of "market basket" items used in determining the Consumer Price Index for all Urban Consumers; or (c) if the Consumer Price Index for all Urban Consumers, Dallas-Fort Worth, Texas Average, shall be discontinued for any reason. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, the Board shall thereafter accept and use such other index or comparable statistics on the cost of living for Travis and Williamson Counties, Texas, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority. The Annual Levy shall be secured by a lien against the Commercial Lot and collectible in the same manner as provided for Assessments in the Declaration.

**5.06. Late Charges.** If any Assessment, whether regular or special, is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may

designate from time to time, and the late charge (and any reasonable handling costs therefor) shall be a charge upon the Lot(s) or Condominium Unit(s) owned by such Owner, collectible in the manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s) or Condominium Unit(s) hereinabove granted; provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

**5.07. Owner's Personal Obligation for Payment of Assessments.** Assessments levied as provided for herein shall be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit shall be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorneys fees.

**5.08. Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this Article is, together with interest as provided in Section 5.07 hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to Section 5.01(B) above, and shall bind each Lot or Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against such Lot or Condominium Unit, except only for tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question, provided such Mortgage was recorded in the Official Public Records of Travis and Williamson Counties, Texas before the delinquent Assessment was due. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by one of the officers of the Association and shall be recorded in the Official Public Records of Travis and Williamson Counties, Texas. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Declaration shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot or Condominium Unit by the Association in like manner as a real property mortgage with power of sale under Tex. Pro. Code § 51.002. (For such purpose, Robert D. Burton of Travis County, Texas, is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire,

hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any first-lien Mortgage securing indebtedness incurred to acquire such Lot or Condominium Unit, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this Section 5.08, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release shall be signed by an officer of the Association. NOTWITHSTANDING ANY PROVISION IN THIS SECTION 5.08 TO THE CONTRARY, THE ASSOCIATION SHALL NOT HAVE THE AUTHORITY TO FORECLOSE ON A CONDOMINIUM UNIT FOR NON-PAYMENT OF ASSESSMENTS IF THE ASSESSMENTS CONSIST SOLELY OF FINES.

**5.09. Exempt Property.** The following area within the Development shall be exempt from the Assessments provided for in this Article:

- (a) All area dedicated and accepted by public authority, by the recordation of an appropriate document in the Official Public Records of Travis and Williamson Counties, Texas; and
- (b) The Common Area and the Special Common Area; and
- (c) Any Property owned by the Declarant or Grantor.

**5.10 Fines and Damages Assessment.** The Board may assess fines against an Owner for violations of any restriction set forth in this Declaration, any Development Area Declaration, or any rules adopted by the Architectural Control Committee pursuant to this Declaration or any Development Area Declaration, which have been committed by an Owner, an occupant of the Owner's Lot or Condominium Unit, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Any fine and/or charge for damage levied in accordance with this Section 5.10 shall be considered an Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or Special Common Area or any facilities located thereon by the Owner or the Owner's family, guests, agents, occupants, or tenants. The Association manager shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

The procedure for assessment of fines and damage charges shall be as follows:

(a) the Association, acting through an officer, Board member or managing agent, must give the Owner notice of the fine or damage charge not later than thirty (30) days after the assessment of the fine or damage charge by the Board;

(b) the notice of the fine or damage charge must describe the violation or damage;

(c) the notice of the fine or damage charge must state the amount of the fine or damage charge;

(d) the notice of a fine or damage charge must state that the Owner may, not later than thirty (30) days after the date of the notice, request a hearing before the Board to contest the fine or damage charge; and

(e) the notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

Fine and/or damage charges are due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, such fines or damage charges shall be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in Section 5.07 hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.01(B) of this Declaration. Unless otherwise provided in this Section 5.10, the fine and/or damage charge shall be considered an assessment for the purpose of this Article, and shall be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this Article V.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

Each Owner acknowledges that Declarant has a substantial interest in ensuring that improvements within the Development maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the Property. Until Declarant has delegated its right to appoint and remove all members of the Architectural Control Committees to the Board as provided in Section 6.02(a) below, the Architectural Control Committee shall be acting solely in Declarant's interest and shall owe no duty to any other Owner or the Association.

**6.01. Construction of Improvements.** No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than the Declarant without the prior written approval of the Architectural Control Committee. No approval from the Architectural Control Committee shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

**6.02. Architectural Control Committee.**

(a) Composition. The Architectural Control Committee shall be composed of three (3) persons (who need not be Members or Owners) appointed as provided below, who shall review Improvements proposed to be made by any Owner other than Declarant. Declarant shall have the right to appoint and remove (with or without cause) all members of the Architectural Control Committee. Declarant may delegate this right to the Board by written instrument, and thereafter, the Board shall have the right to appoint and remove all members of the Architectural Control Committee. At the first time at which Declarant owns no Property, the power to appoint and remove members of the Architectural Control Committee shall automatically be vested in the Board.

(b) Submission and Approval of Plans and Specifications. Two (2) copies of the construction plans and specifications (including but not limited to exterior views, exterior materials, colors and elevation, a drainage plan, a site plan showing the location of any proposed structure or improvement, a landscaping plan, and a driveway construction plan) or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal in the form required by the Architectural Control Committee, and any other information or documents that may be required by the Architectural Control Committee, shall be delivered, together with any review fee which is imposed by the Architectural Control Committee in accordance with Section 6.02(c) to the Architectural Control Committee at the offices of Declarant, at P.O. Box 163061, Austin, Texas 78716, or such other address as may hereafter be designated in writing from time to time, not less than thirty (30) days prior to the date on which the Owner proposes to commence construction or re-subdivision/consolidation. No re-subdivision or consolidation shall be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications therefor and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a majority of the members of the Architectural Control Committee. The Architectural Control Committee may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Architectural Control Committee or any other entity; information relating to the question of whether any proposed Improvement would unreasonably obstruct the view from the Development or neighboring Lots; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Architectural Control Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Architectural Control Committee, in its sole discretion, may require. Site plans must be approved by the Architectural Control Committee prior to the clearing of any Lot, or the construction of any Improvements thereon. The Architectural Control Committee may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the Architectural Control Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. The Architectural Control Committee may adopt alternate submission procedures in the event more than one (1) Lot is acquired by a third party for the purpose of constructing improvements for later sale to consumers.

(c) Adoption of Rules and Regulations. The Architectural Control Committee shall have the authority to adopt such procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder, including rules and guidelines establishing and

describing its review procedures, and principles and criteria used in its review. The Architectural Control Committee may amend or modify or supplement its rules and guidelines from time to time as the Architectural Control Committee deems advisable. In addition, the Architectural Control Committee shall have the power and authority to impose fees for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such fees shall be held by the Architectural Control Committee and used to defray the administrative expenses incurred by the Architectural Control Committee in performing its duties hereunder, provided, however, that any excess funds held by the Architectural Control Committee shall be distributed to the Association at the end of each calendar year.

(d) Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate one or two of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the Architectural Control Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Architectural Control Committee taken at a duly constituted meeting shall constitute an act of the Architectural Control Committee.

(e) Failure to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject such plans and specifications for a period of ninety (90) days following such submission, no approval by the Architectural Control Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such ninety (90) day period shall not begin to run until all information required to be submitted by the Architectural Control Committee to assist in its review of any plans or specifications has been received by the Architectural Control Committee. Any failure of the Architectural Control Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Architectural Control Committee's written approval of all requests for variances shall be expressly required.

(f) Variances. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration or any supplemental declaration hereinafter placed of record, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Architectural Control Committee. Plans and specifications which have been approved by the Architectural Control Committee without conditions or exceptions and which reflect deviations from this Declaration or any Development Area Declaration shall constitute a writing for the purpose of the foregoing sentence. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any supplemental declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration, or any supplemental declaration, for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

(g) Duration of Approval. The approval of the Architectural Control Committee of any plans and specifications, whether by action or inaction, and any variances granted by the

Architectural Control Committee shall be valid for a period of ninety (90) days only. If construction in accordance with such plans and specifications or variance is not commenced within such ninety (90)-day period and diligently prosecuted to completion thereafter, the Owner shall be required to resubmit such plans and specifications or request for a variance to the Architectural Control Committee, and the Architectural Control Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Section and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.

(h) No Waiver of Future Approvals. The approval of the Architectural Control Committee to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Architectural Control Committee.

(i) Non-liability of Committee Members. The review and approval of any plans and specifications pursuant to this Article VI may be made on the basis of aesthetic considerations only. The Declarant, Association, the Board or any committee, or member of any of the foregoing, shall bear no responsibility for ensuring: (i) the structural integrity or soundness of any Improvements; (ii) compliance with building codes and other governmental requirements; (iii) that structures are fit for their intended purpose; (iv) that all residences or other structures, including but not limited to multi-family, retail and other commercial structures are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to the Owners.

Declarant, the Association, the Board, any committee, or any member of the foregoing shall not be held liable for: (i) soil conditions, view preservation, drainage or other general site work; (ii) defects in plans revised or approved by the Architectural Control Committee; or (iii) any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not the Architectural Control Committee or Declarant has approved or featured such contractor as a builder within the Development.

## ARTICLE VII

### MORTGAGE PROVISIONS

7.01. Examination of Books. The Association shall permit Mortgagees to examine the books and records of the Association upon written request during normal business hours.

7.02. Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under applicable law shall relate only to the individual Lots and Condominium Units and not to any other portion of the Property.

## ARTICLE VIII

### GENERAL PROVISIONS

**8.01. Term.** Upon the filing of a notice pursuant to Section 11.05, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration shall run with and bind the portion of the Property described in such notice, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Travis and Williamson Counties, Texas, and continuing through and including January 1, 2075, after which time this Declaration shall be automatically extended for successive periods of five (5) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Travis and Williamson Counties, Texas.

**8.02. Eminent Domain.** In the event it shall become necessary for any public authority to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received shall be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments shall be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Units. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been designated as a beneficiary of such Special Common Area, such payment shall be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Units.

**8.03. Amendment.**

(a) **By Declarant.** For so long as Declarant or Grantor owns any portion of the Property, Declarant may unilaterally amend this Declaration for any purpose. At such time as Declarant and any Grantor no longer owns any portion of the Property, Declarant may unilaterally amend this Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots or Condominium Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any unilateral amendment by Declarant pursuant to this Section shall not materially adversely affect the title to any Lot or Condominium Unit unless the Owner of such Lot or Condominium Unit shall consent in writing to the amendment.

(ii) **By Members.** Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof of : (i) Members, other than Declarant and any Grantor, holding 75% of the total votes the Association; and (ii) Declarant so long Declarant or Grantor owns any portion of the Property.

**8.04. Roadway and Utility Easements.** Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, relocated, constructed, erected, and maintained in and on any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area or Special Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance.

**8.05. Enforcement.** The Association or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Declaration. Failure to enforce any right, provision, covenant, or condition granted by this Declaration shall not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

**8.06. Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

**8.07. Conflicts.** If there is any conflict between the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Declaration shall govern.

**8.08 Gender.** Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

**8.09. Acceptance by Grantees.** Each grantee of Declarant of a Lot, Condominium Unit or other real property interest in the Development, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations hereby imposed shall constitute covenants running with the land within the Development, and shall bind any person having at any time any interest or estate in the Development, and shall inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**8.10. Damage and Destruction.**

(a) Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this Section 8.10(a), means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Any damage to or destruction of the Common Area or Special Common Area shall be repaired unless a majority of the Board shall decide within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available.

(c) In the event that it should be determined by the Board that the damage or destruction of the Common Area or Special Common Area shall not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area or Special Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board shall levy a special Assessment, as provided in Article V, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board shall levy a special Assessment, as provided in Article V, against all Owners designated as a beneficiary of such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments shall be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments shall be allocated based on Assessment Units and shall be paid jointly to the Owners who have been designated as a beneficiary of such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(h) In the event that any proceeds of insurance policies are paid to Owners, such payments shall be allocated based on Assessment Units and shall be paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

**8.11 No Partition.** Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Common Area or Special Common Area or any part thereof shall be permitted, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development in question has been removed from the provisions of this Declaration pursuant to Section 11.04 below. This Section 8.11 shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration.

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

## ARTICLE IX

### EASEMENTS

**9.01. Right of Ingress and Egress.** Declarant, its agents and employees, shall have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Development.

**9.02. Utility Easements.** Declarant hereby reserves unto itself and Declarant's successors and assigns a perpetual non-exclusive easement over and across the Property and the Development for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Property, the Development, and any other property owned by Declarant or any Grantor; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Property, the Development, and any other property owned by Declarant or any Grantor; and (iii) the installation, operation and maintenance of, walkways, pathways and trails, drainage systems, street lights and signage to serve the Property, the Development, and any other property owned by Declarant. Declarant shall be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and improvements described in (i) through (iii) of this Section 9.02. The exercise of the easement reserved herein shall not extend to permitting entry into any residence, nor shall it unreasonably interfere with the use of any Lot or residence constructed thereon or any condominium unit.

**9.03 Golf Course Easements.** The owner of the Golf Course Property has a nonexclusive easement over and across the certain portions of the Property for:

(a) the retrieval of golf balls, including the right to enter on the Property for such purpose, provided the right to retrieve golf balls extends only to non-enclosed portions of the Property;

(b) the flight of golf balls over, across, and upon the Property;

(c) doing every act necessary and incident to the playing of golf and other recreational activities on the Golf Course, including, but not limited to, the operation of lighting facilities for operation of tennis, swimming, driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities (all exterior lighting for tennis courts and the driving range is required to be directed downwards and away from residences adjacent to the Golf Course);

(d) the creation of noise related to the normal maintenance and operation of the Golf Course, including, but not limited to, the operation of mowing and spraying equipment; and

(e) the over spray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Property located adjacent to the Golf Course.

The portions of the Property encumbered by the easements described in this Section 9.03 is more particularly described in that certain Easement and Development Agreement, recorded as Document No. 2000039434, Official Public Records of Travis County, Texas. Each Owner hereby acknowledges and agrees that portions of the Development located adjacent to or near the Golf Course are subject to risk of damage or injury due to errant golf balls. Each Owner hereby assumes the risk of any and all damage or injury which may be caused by errant golf balls and hereby releases the Declarant, Grantor and the owner of the Golf Course and each Golf Course user from any and all liability for damage or injury caused by errant golf balls; except, however, that this release shall not be construed to extend to the individual golfers who actually hit errant golf balls.

**9.04. Reserved Easements.** All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Development becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing the Development.

## ARTICLE X

### GENERAL DISCLOSURES AND NOTICES

**10.01. Disclosures-Golf Course.** Declarant hereby makes the following disclosures and disclaimers regarding the Golf Course and each of the Owners hereby agrees, acknowledges and consents to all of the following:

(a) Certain commonalities of ownership exist between Declarant and the current Golf Course owner, but Declarant does not own the Golf Course and the Golf Course is not included within the Property.

(b) Declarant makes no warranties or representations of any kind or nature with respect to the Golf Course and, without limitation on the generality of the foregoing, it is expressly agreed and understood that Declarant makes no warranties or representations with the respect to the nature of any improvements constructed or placed upon or within the Golf Course.

(c) The Declarant makes no representation or warranty whatsoever, express or implied, concerning the view, if any, of the Golf Course or other areas which may be enjoyed from any Lot and/or Condominium Unit and each Owner of a Lot and/or Condominium Unit, by acceptance of a deed or other conveyance to such property, acknowledges that any view of the Golf Course or other areas which such Owner may enjoy as of the date of purchase of such Lot or Condominium Unit, may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees or other landscaping, and/or the construction or installation of any other types of barriers or other Improvements (both natural and artificial) on the Golf Course.

The right, benefits, easements, restrictions, disclosures, notices and other matters set forth in this Declaration which relate to or concern the Golf Course: (i) are intended to benefit the Declarant and the owner of the Golf Course and are enforceable by the Declarant and/or the owner of the Golf Course; (ii) shall constitute covenants running with the land in perpetuity, burdening the Development and benefitting the Declarant and the owner of the Golf Course; and (iii) shall be binding upon and enforceable against the Owners. Each Owner of a Lot or Condominium Unit, by acceptance of a deed or other conveyance of such property, acknowledges the existence of the rights described herein and agrees to be bound by all of the terms, provisions, conditions and limitations set forth herein which relate to or concern the Golf Course.

**10.02. The Conceptual Plans.** Exhibit "A" attached to this Declaration and all other master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses reflected on the Conceptual Plans are subject to change at any time and from time to time without notice to the Owners, and it is expressly agreed and understood that land uses within the Property may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any homebuilder or other developer of any portion of the Property makes any representation or warranty concerning such land uses and it is expressly agreed and understood that no Owner shall be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or Improvements within the Property.

**10.03. Differing Restrictions.** Improvements constructed within various portions of the Property may be subject to different restrictions. Accordingly, requirements concerning exterior walls, roofing materials, fencing, landscaping, setbacks and other Improvements may differ among separate portions of the Property.

**10.04. Construction Matters.** Land development activities and construction activities will occur within and around the Property and such activities will create noise, dust, traffic disruption and general inconvenience to the residents within the Property.

**10.05. Views.** Views within the Property are not protected. No warranty, representation or guaranty is made to any Owner by Declarant or by any homebuilder or developer of any portion of the Property, that any views from any portion of the Property will be protected or remain the same.

**10.06. Warranties and Representations Regarding Improvements.** Declarant is not responsible for, nor does it assume or warrant as true, any representation or warranty made by any person who may be associated with the marketing and sale of any residences or other Improvements within the Property. Declarant is not responsible for, nor does it assume or warrant, the quality of construction of any home, building or other Improvements which are not constructed by Declarant. Each Owner has selected or will select a builder to construct such owner's home or other building, and no Owner will be entitled to look to Declarant with respect to any disputed contractual or construction warranty issues which may arise between any Owner and any contractor or contractors constructing a home or building upon such Owner's Lot.

**10.07. Spray Effluent.** Each Owner understands and hereby acknowledges that treated wastewater effluent will be disposed of by spray irrigation and other disposal methods upon or within the Golf Course, the Common Areas, Special Common Areas and the rights of way within the Property. Declarant will have no liability or obligations with respect to such disposal activities and Declarant is not responsible for, nor does it assume or warrant, any activities related to such disposal activities.

**10.08. Storm Water Drainage.** Each Owner is responsible for complying with all governmental and/or regulatory requirements which may apply with respect to the drainage or detention of storm water within such Owner's Lot or Condominium Unit. Declarant expressly disclaims any responsibility, representation or warranty with respect to the drainage and/or detention of storm water within any Lot or Condominium Unit.

**10.09. Wildlife.** Deer and other wildlife are present within the Property. Accordingly, caution should be used when driving, walking or biking on all roadways, sidewalks and/or trails within the Property so as to avoid encounters with such wildlife.

**10.10. Undeveloped Areas of the Property.** Except for the use of trails permitted by Declarant, access to, or use of, all areas outside of developed portions of the Property is strictly prohibited.

**10.11 Cattle Grazing.** Portions of the Property not yet added to the Development in accordance with Section 11.05 may be used for cattle grazing.

**10.12 High Voltage Power Lines; Radio and Telecommunication Towers.** Each Owner is hereby advised that there are high voltage power transmission lines and radio towers located within or in the vicinity of the Property. Neither Declarant, Grantor,, the Association, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing, shall be liable for any damage or injury to any Person or any property arising out of or related to proximity to high voltage power transmission lines and/or radio towers. Each Owner is further advised that telecommunication towers and related equipment may also be built within or in the vicinity of the Property. Neither Declarant, Grantor, the Association, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing shall be liable for any damage or injury to any Person or any property arising out of or

related to the construction, installation, maintenance and operation of any such towers that may now or hereafter be located in or in the vicinity of the Property.

**10.13. Resale and Compliance Certificate.** No Owner shall transfer title to a Lot or Condominium Unit unless and until the Owner has obtained: (i) a resale certificate signed by a representative of the Association pursuant to Section 207.03(b) of the Texas Property Code; and (ii) a certificate of compliance in recordable form, dated within thirty (30) days of the date of transfer, and signed on behalf of the Association certifying that, as of the date of such certificate: (A) all assessments (or installments thereof) and other charges against the Lot or Condominium Unit due and payable through the date of the certificate have been paid; and (B) the exterior portions of the Lot or the Condominium Unit has been inspected for compliance with the Declaration, any applicable Development Area Declaration or architectural guidelines, and any rules and regulations adopted by the Association, and that no violations of the were noted that have not either been cured or waived in writing by the Association (“Compliance Certificate”). Within ten (10) days after the Association has received a written request from an Owner or prospective purchaser of a Lot or Condominium Unit for a Compliance Certificate, accompanied by an inspection fee in such amount as the Board may reasonably establish, the Association shall cause an inspection of the exterior portions of the residential improvements to be conducted and shall issue to the requesting party either: (i) a Compliance Certificate as described above, or (ii) a written notice of noncompliance specifying the amount of any past due assessments or other charges against the Lot or Condominium Unit and a description of the reasons why such improvements were found not to be in compliance with the Declaration, any applicable Development Area Declaration or architectural guidelines, and any rules and regulations adopted by the Association. Upon acceptance of title to a Lot or Condominium Unit, the Owner of the Lot or Condominium Unit shall pay to the Association an “Administrative Transfer Fee” to cover the administrative expenses associated with updating the Association’s records. Such Administrative Transfer Fee shall be reasonably determined by the Board to cover its costs, including, but not limited to, any fees charged for updating records by a management company retained by the Association. Unless otherwise required by law, this Section 10.13 shall not apply to any transfer of title between Declarant and a third party who acquires, in the ordinary course of its business, a Lot for the purpose of constructing improvements for later sale to consumers (a “Builder”), or to any transfer of title between a Builder and an third party.

**10.14 Construction.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

## ARTICLE XI

### DEVELOPMENT RIGHTS

**11.01. Development by Declarant.** It is contemplated that the Development will be developed pursuant to a coordinated plan, which may, from time to time, be amended or modified. Declarant reserves the right, but shall not be obligated, to designate Development Areas, to create and/or designate

Lots, Special Common Areas and Common Areas and to subdivide with respect to any of the Development pursuant to the terms of this Section 11.01, subject to any limitations imposed on portions of the Development by any applicable Plats. These rights may be exercised with respect to any portions of the Property at any time and from time to time. As each area is developed or dedicated, Declarant may record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may, but need not, provide for the establishment of a Development Area Association to be comprised of Owners within the area subject thereto. Any Development Area Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, Improvements, and uses in each area so developed shall be subject to both this Declaration and the Development Area Declaration, if any, for that Area.

**11.02. Special Declarant Rights.** Notwithstanding any provision of this Declaration to the contrary, at all times and from time to time, during the time that Declarant owns any Property, Declarant shall have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Development; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction placement or maintenance of Improvements by Declarant shall not be considered a nuisance and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this Section 11.02 until Declarant or Grantor no longer owns any portion of the Property.

**11.03. Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property and, upon the filing of a notice of addition of land as hereinafter described, such land shall be considered part of the Property for purposes of this Declaration, and upon the further filing of a notice of applicability meeting the requirements of Section 11.05 below, such added lands shall be considered part of the Development subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Travis and Williamson Counties, Texas, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

(a) A reference to this Declaration, which reference shall state the Document number of the Travis and Williamson Counties Official Public Records wherein this Declaration is recorded;

(b) A statement that such land shall be considered Property for purposes of this Declaration, and that upon the further filing of a notice of applicability meeting the requirements of Section 11.05 of this Declaration, all of the terms, covenants, conditions, restrictions and obligations of this Declaration shall apply to the added land; and

- (c) A legal description of the added land.

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

- (a) A reference to this Declaration, which reference shall state the Document number of the Travis and Williamson Counties Official Public Records wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

**11.05. Notice of Applicability.** Upon the filing hereof this Declaration serves to provide notice that at any time, and from time to time, all or portions of the Property may be made subject to the terms, covenants, conditions, restrictions and obligations of this Declaration. This Declaration shall apply to and burden a portion or portions of the Property upon the filing of a notice of applicability describing such Property by a legally sufficient description and expressly providing that such Property shall be considered a part of the Development and shall be subject to the terms, covenants conditions, restrictions and obligations of this Declaration. In the event Declarant causes a Development Area Declaration to be recorded covering a portion of the Property that constitutes a Development Area, Declarant may cause a notice of applicability of this Declaration to be filed in the Official Public Records of Travis and Williamson Counties, Texas (which notice may be contained within the Development Area Declaration for such Development Area) and immediately upon the filing of such notice, such Property constituting a Development Area shall be burdened by and subject to all of the terms, covenants, conditions, restrictions and obligations set forth herein. Declarant may also cause a notice of applicability to be filed covering a portion of the Property for the purpose of encumbering such Property with this Declaration and any Development Area Declaration previously recorded by Declarant (which notice of applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Declaration applicable to a portion of the Property, Declarant shall be required only to cause a notice of applicability to be recorded containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the Document number of the Official Public Records of Travis and Williamson Counties, Texas wherein this Declaration is recorded;

- (b) A reference, if applicable, to the Development Area Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property), which reference shall state the Document number of the Official Public Records of Travis and Williamson Counties, Texas wherein the Development Area Declaration is recorded;
- (c) A statement that all of the provisions of this Declaration shall apply to such portion of the Property; and
- (d) A legal description of such portion of the Property.

## ARTICLE XII

### DISPUTE RESOLUTION

#### 12.01. Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, Grantor, the Association and its officers, directors, and committee members, all Persons subject to this Declaration (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Development and the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.02 in a good faith effort to resolve such Claim.

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

- (i) the interpretation, application, or enforcement of the Declaration, any Development Area Declaration, any architectural guidelines, the Articles, Bylaws, and rules and regulations adopted by the Board; or
- (ii) the rights, obligations, and duties of any Bound Party under the Declaration, any Development Area Declaration, any architectural guidelines, the Articles, Bylaws, and rules and regulations adopted by the Board; or
- (iii) the design or construction of improvements within the Property or the Development, other than matters of aesthetic judgment under Article IV, which shall not be subject to review.

The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.02:

- (i) any suit by the Association to collect assessments or other amounts due from any Owner; and

- (ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration; and
- (iii) any suit which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration, any Development Area Declaration, any architectural guidelines, the Articles, Bylaws, and rules and regulations adopted by the Board; and
- (iv) any suit in which any indispensable party is not a Bound Party; and
- (v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 12.02 (a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

**12.02. Dispute Resolution Procedures.**

(a) **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim; and
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 12.02(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Williamson or Travis Counties, Texas.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party shall bear its own costs of the mediation, including attorneys fees, and each Party shall share equally all fees charged by the mediator.

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

**12.03. Initiation of Litigation by Association.** In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of the Members entitled to cast seventy-five percent (75%) of the votes in the Association, excluding the votes held by the Declarant and any Grantor, except that no such approval shall be required for actions or proceedings:

- (a) initiated while Declarant or any Grantor owns any portion of the Property; or
- (b) initiated to enforce the provisions of the Declaration, any Development Area Declaration, any architectural guidelines, the Articles, Bylaws, and rules and regulations adopted by the Board, including collection of assessments and foreclosure of liens; or
- (c) initiated to challenge *ad valorem* taxation or condemnation proceedings; or
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings except any such amendment shall also be approved by the Declarant for so long as Declarant or any Grantor owns any portion of the Property.

EXECUTED by the undersigned on the date set forth hereinbelow.

**DECLARANT:**

**SR INVESTMENTS, LTD.,**  
a Texas limited partnership

By: Commerce Properties, Inc., a Delaware  
corporation, its General Partner

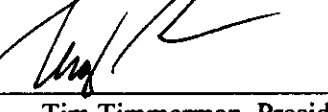
By:   
\_\_\_\_\_  
Tim Timmerman, President

Date: 2/3/03

**GRANTOR:**


**TACK DEVELOPMENT, LTD.,** a Texas limited  
partnership

By: Commerce Properties, Inc., a Delaware  
corporation, its General Partner


By:   
\_\_\_\_\_  
Tim Timmerman, President

Date: 2/3/03

**BRUSHY CREEK, LTD.,** a Texas limited partnership

By:   
\_\_\_\_\_  
Tim Timmerman, General Partner

Date: 2/3/03

By:   
\_\_\_\_\_  
Theodore Timmerman, General Partner

Date: 1/31/03

By: ~~Earl Hagn, General Partner~~ A.A.

Date: \_\_\_\_\_

COMMERCE PROPERTIES, INC., a Delaware corporation, its General Partner

By: Tim Timmerman  
Tim Timmerman, President

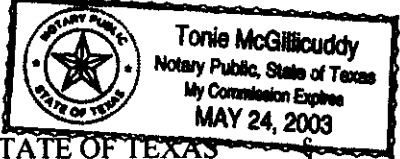
Date: 2/6/03

By: Earl Klattenhoff  
Earl Klattenhoff

Date: 2/6/03

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this 3 day of Feb., 2003, by Tim Timmerman, President of Commerce Properties, Inc., a Delaware corporation, General Partner of SR Investments, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

(seal) 

Tonie McGillicuddy  
Notary Public, State of Texas

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this 3 day of Feb., 2003, by Tim Timmerman, President of Commerce Properties, Inc., a Delaware corporation, General Partner of Tack Development, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

(seal) 

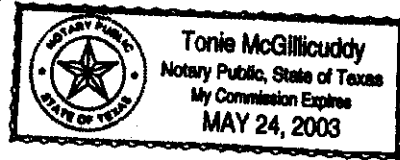
Tonie McGillicuddy  
Notary Public, State of Texas

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this 3 day of Feb., 2003, by Tim Timmerman, General Partner of Brushy Creek, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(seal)

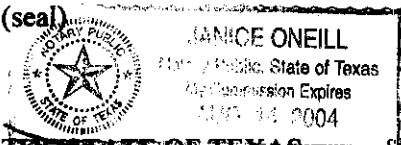
Tonie McGillicuddy  
Notary Public, State of Texas



THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2003, by Theodore Timmerman, General Partner of Brushy Creek, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(seal)



Janice O'Neill  
Notary Public, State of Texas

~~THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §~~

~~This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2003, by Earl Hagn, General Partner of Brushy Creek, Ltd., a Texas limited partnership, on behalf of said limited partnership.~~

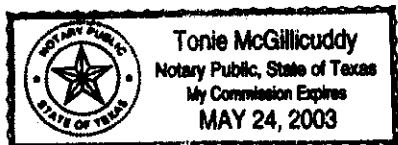
~~(seal)~~

~~\_\_\_\_\_  
Notary Public, State of Texas~~

~~THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §~~

This instrument was acknowledged before me on this 3 day of Feb., 2003, by Tim Timmerman, President of Commerce Properties, Inc., a Delaware corporation, on behalf of said corporation.

(seal)



Tonie McGillicuddy  
Notary Public, State of Texas

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this 6 day of February 2003, by Earl Klattenhoff.

(seal)

Tonie McGillicuddy  
Notary Public, State of Texas



STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 48.8642 acres, situated in the J. H. Neiley Survey Abstract No. 485 and the N.D. Walling Survey Abstract No. 675, Williamson County, Texas, being a portion of that 238.721 acre tract conveyed to Earl Klattenhoff by the deed recorded in Volume 1571, Page 380 of Deed Records of Williamson County, Texas and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas, the herein described 48.8642 acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a 1" iron pipe found at a fence corner post for the most northerly northeast corner of the said 238.721 acre tract, being also an angle point in the south line of that 189.92 acre tract conveyed to John A. Huggins by deed recorded in Volume 2338, Page 516 of the Deed Records of Williamson County, Texas;

THENCE, S08°07'55"W, with the common line between the said 238.721 acre tract and the said 189.92 acre tract, 300.00 feet to a fence corner found for an angle point;

THENCE, N87°36'45"E, continuing with the said common line, 1058.78 feet to a calculated point in the west right-of-way line of State Highway F.M. 685 (100 feet wide) for the most easterly northeast corner of the said 238.721 acre tract, said calculated point is referenced by a ½" iron pipe found N87°36'45"E, 0.41 feet;

THENCE, S25°04'35"W, with the east line of the said 238.721 acre tract and the west line of State Highway FM 685, 933.85 to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.);

THENCE, S87°36'45"W, leaving the above said west line of State Highway FM 685, and crossing through the said 238.721 acre tract at 1122.90 feet pass a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for a total distance of 1243.92 feet to a calculated point for a corner;

THENCE, S04°36'18"W, 686.46 feet to a calculated point for a corner in the east line of that 69.8601 acre tract (Parcel "E") conveyed to Oly Star Ranch General Partnership by a deed recorded in Document Number 2000015865 of the Official Public Records of Williamson County, Texas;

THENCE, N60°01'05"W, continuing across the said 238.721 acre tract and with the east line of the said 69.8601 acre tract, 531.45 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.");

THENCE, N47°58'07"W, continuing across the said 238.721 acre tract and with the east line of the said 69.8601 acre tract, 553.46 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co. Inc.");

THENCE, N49°09'43"E, leaving the said east line of the 69.8601 acre tract and continuing across the said 238.721 acre tract, 488.30 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co. Inc.");

THENCE, N18°33'56"E, 497.06 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co. Inc.") in the above said east line of the 69.8601 acre tract;

# EXHIBIT A

THENCE continuing across the said 238.721 acre tract and with the east line of the said 69.8601 acre tract with the following three (3) courses:

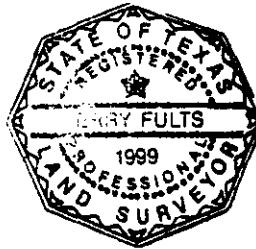
- 1) S69°07'42"E, 174.25 feet to a 1/4" iron rod set with a plastic cap (stamped "Capital Surveying Co. Inc.") at the point of curvature of a curve to the left;
- 2) With the said curve to the left, having a central angle of 84°31'30" a radius of 150.00 feet, a long chord of 201.76 feet (chord bears N68°36'33"E), for an arc distance of 221.29 feet to a 1/4" iron rod set with a plastic cap (stamped "Capital Surveying Co. Inc.");
- 3) N26°20'49"E, 426.18 feet to a 1/4" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.") in the common line between said 238.721 acre tract and the 35 acre tract (described as "Second Tract") conveyed to Brushy Creek Ltd. by a deed recorded as Document Number 9731656 of the Official Public Records of Williamson County, Texas;

THENCE, N87°23'04"E, with the said common line, 253.02 feet to a fence corner post found for the southeast corner of the 35 acre tract, being a point in the west line of the said 189.92 acre tract mentioned above;

THENCE, N88°27'55"E, with the common line between the said 238.721 acre tract and the said 189.92 acre tract, 229.80 feet to the POINT OF BEGINNING, containing within these metes and bounds 48.8642 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15 day of OCT, 2001



  
JERRY W. FULTS  
Registered Professional Land Surveyor  
No. 1999 State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 1.3403 acres, situated in the J. H. Neiley Survey Abstract No. 485, Williamson County, Texas, being a portion of that 238.721 acre tract conveyed to Earl Klattenhoff by the deed recorded in Volume 1571, Page 380 of Deed Records of Williamson County, Texas and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas, the herein described 1.3403 acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found at a fence corner post for the most northerly northeast corner of the said 238.721 acre tract, being also an angle point in the south line of that 189.92 acre tract conveyed to John A. Huggins by deed recorded in Volume 2338, Page 516 of the Deed Records of Williamson County, Texas;

THENCE, S88°27'55"W, with the common line between the said 238.721 acre tract and the said 189.92 acre tract, 229.80 feet to a fence corner found for the southeast corner of that 35 acre tract (described as "Second Tract") conveyed to Brushy Creek Ltd. by the deed recorded in document number 9731656, of the Official Public Records of Williamson County, Texas;

THENCE, S88°23'04"W, with the common line between the said 238.721 acre tract and the said 35 acre tract, 253.02 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.);

THENCE, S87°23'04"W, continuing with the said common, 967.90 feet to a ½" iron rod found with a plastic cap (stamped Capital Surveying Co., Inc.) for the POINT OF BEGINNING of the herein described tract;

THENCE, leaving the said common line, and crossing through the 238.721 acre tract with the following two (2) courses:

- 1) S21°23'22"W, 370.70 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 2) N71°22'01"W, 138.06 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.") in the common line between said 238.721 acre tract and that 250.00 acre tract (described as "Third Tract") conveyed to Brushy Creek Ltd. by the deed recorded in document number 9731656, of the Official Public Records of Williamson County, Texas;

THENCE, N07°36'09"E, with the common line between said 238.721 acre tract and said 250.00 acre tract, 293.26 feet to a 60D nail found in fence corner post for a point on the south line of the said 35 acre tract and the northwest corner of the said 238.721 acre tract;

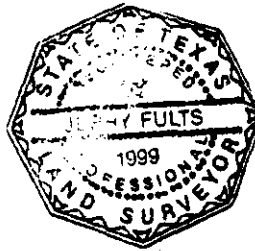
Parcel "8"  
1.3403 Acres  
Page 2

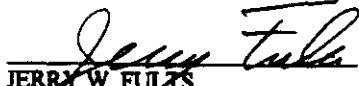
J. H. Neiley Survey Abstract No. 485  
December 26, 2000  
00553.10

THENCE, N87°23'04"E, with the common line between the said 238.721 acre tract and the said 35 acre tract, 227.46 feet to the POINT OF BEGINNING, containing within these metes and bounds 1.3403 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 26  
day of DEC., 2000



  
JERRY W. FULTS  
Registered Professional Land Surveyor  
No. 1999 State of Texas

**EXHIBIT A**



- 4) S82°14'22"E, for a distance of 370.69 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") from which a ½" iron rod found with plastic cap (stamped "Capital Surveying Co., Inc.") for the southeast corner of the said 69.8601 acre tract, in the east line of the said 238.721 acre tract;

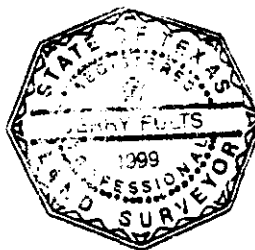
THENCE, leaving the south line of said 69.8601 acre tract, with the easterly line of the said 238.721 acre tract for the following three (3) courses:

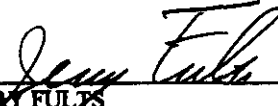
- 1) S07°21'25"W, for a distance of 115.42 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 2) N87°58'20"E, for a distance of 6.11 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left in the west right-of-way line of FM 685;
- 3) Along the west line of the said FM 685, with said curve to the left having a central angle of 03°00'41", a radius of 3869.72 feet, a long chord of 203.37 feet (chord bears S13°26'18"W), for an arc distance of 203.39 feet, to a calculated point for the northeast corner of said 65.0 acre tract from which a ½" iron rod found bears S82°34'26"E a distance of 0.37 feet;

THENCE, N82°34'26"W, with the north line of said 65.0 acre tract, for a distance of 1047.56 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 26.1086 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 26 day of DEC., 2000.



  
\_\_\_\_\_  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 11.0980 acres, situated in the J. H. Neiley Survey Abstract No. 485, Williamson County, Texas; being a portion of that 35 acre tract described in a deed to Theodore R. Timmerman, Jr., recorded in Volume 341, Page 45 of the Williamson County, Deed Records, being the same 35 acres (described as the "Second Tract") conveyed to Brushy Creek Ltd., by a deed recorded in document number 9731656 of the Official Records of Williamson County, Texas; the said 11.0980 acre tract is more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found at a fence corner post for the most northerly northeast corner of that 238.721 acre tract conveyed to Earl W. Klattenhoff by the deed recorded in Volume 1571, Page 380 of the Deed Records of Williamson County, Texas and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas;

THENCE, S88°27'55"W, along the north line of the said 238.721 acre tract, 229.80 feet to a fence corner post found for the southeast corner of the said 35 acre tract described above;

THENCE, S87°23'04"W, with the common line between the said 35 acre tract and the said 238.721 acre tract, 616.91 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.") for the POINT OF BEGINNING of the herein described tract;

THENCE S87°23'04"W, with the common line between the 35 acre tract and the 238.721 acre tract described above, 80.46 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.");

THENCE, N69°49'06"W, leaving the said common line and crossing through the 35 acre tract described above, 57.15 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.") for the point of curvature of a curve to the left;

THENCE, with the said curve to the left, having a central angle of 73°59'40"W, a radius of 75.00 feet a long chord of 90.27 feet (chord bears S73°11'04"W) for an arc distance of 96.86 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.") on the aforementioned common line;

THENCE, S87°23'04"W, along the above said common line, 72.65 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co.");

THENCE, leaving the above said common line and crossing the said 35 acre tract with the following eight (8) courses:

- 1) N35°48'55"E, 274.80 to a feet ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 2) N38°30'19"E, 581.06 to a feet ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 3) N44°15'08"E, 209.30 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.") for the point of curvature of a curve to the left;
- 4) With the curve to the left, having a central angle of 112°23'22", a radius of 150.00 feet, a long chord of 249.28 feet (chord bears N11°56'34"W) for an arc distance of 294.24 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.);
- 5) N50°49'27"W, 75.44 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");

- 6) N88°05'36"W, 69.05 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 7) S65°51'18"W, 75.49 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 8) S48°38'14"W, 366.11 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.") on the common line between said the 35 acre tract and that 108.58 acre tract conveyed to John A. Huggins by deed recorded in Volume 2338, Page 516 of the Deed Records of Williamson County, Texas;

THENCE, N00°45'28"E, 538.14 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");

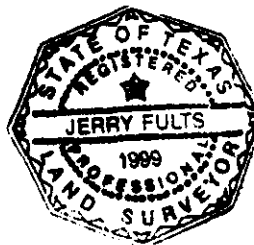
THENCE, leaving the above said common line and crossing the 35 acre tract with the following seven (7) courses:

- 1) N83°50'26"E, 657.63 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 2) N77°35'22"E, 167.00 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 3) S23°05'46"W, 460.78 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.") for the point curvature of a nontangent curve to the left;
- 4) With the said curve to the left having a central angle of 54°31'55", a radius of 232.18 feet, a long chord of 212.73 feet (chord bears S24°39'37"E) for an arc distance of 220.98 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 5) S37°47'38"W, 804.07 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 6) S28°59'15"W, 53.58 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co.");
- 7) S20°10'54"W, 191.99 feet to the POINT OF BEGINNING, CONTAINING WITHIN these metes and bounds 11.0980 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 14 day of

FEB, 2001.




  
JERRY W. FULTS  
Registered Professional Land Surveyor  
No. 1999 State of Texas

EXHIBIT A

STATE OF TEXAS §  
§  
COUNTIES OF WILLIAMSON AND TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 45.2584 acres situated in the James H. Neiley Survey Abstract No. 485, Travis and Williamson County, Texas, being a portion of a 250.00 acre tract (described as "Third Tract") conveyed to Brushy Creek Ltd. by the deed recorded in document number 9731656, of the official public records of Williamson County, Texas; the herein described 45.2584 acre tract being more particularly described by metes and bounds as follows;

BEGINNING at a ½" iron rod found in the north right-of-way line of Priem Lane for the most southerly southwest corner of the above said 250.00 acre tract, and is the southeast corner of Lot 8, "Larkspur" subdivision, as shown on a plat recorded in Book 81, Page 82, of the Travis County Plat (map) Records;

THENCE, N00°18'26"W, with the east line of said "Larkspur" subdivision 1305.34 feet to a 60-D nail found in a tree at a fence corner for the northeast corner of Lot 7 of the said subdivision;

THENCE, S87°44'11"W, with the north line of "Larkspur" subdivision 502.89 feet to a ½" iron rod found for the southeast corner of Lot 20 of "Forest Creek Estates Section One" a subdivision of record in Book 92, Page 322 of the Plat Records of Travis County, Texas;

THENCE, N02°18'09"W, with the east line of said "Forest Creek Estates Section One", 342.13 feet to a ½" iron rod found at the common corner of Lot 23, and Lot 24 of said "Forest Creek Estates Section One";

THENCE, N14°27'53"W, continuing with the above said east line 92.12 feet to a ½" iron rod found for the northeast corner of said Lot 24;

THENCE, S88°20'13"W, with the north line of said Lot 24, 153.88 feet to a ½" iron rod with a plastic cap (stamped "Capital Surveying Co., Inc.") found for the southeast corner of Gattis School Road right-of-way (80' wide) as dedicated by the "Huntington Trails" subdivision and shown on a map thereof recorded in Cabinet "F", Slide 343 of the Plat Records of Williamson County, Texas;

THENCE, N02°23'50"W, 80.01 feet to a ½" iron rod with a plastic cap (stamped "Capital Surveying Co., Inc.") found for the northeast corner of said Gattis School Road right-of-way, being the southeast corner of Lot 146 of said "Huntington Trails" subdivision;

THENCE, crossing the said 250.00 acre "Third Tract", along the proposed north line of Gattis School Road; with the following seven (7) courses:

- 1) N88°20'13"E, 210.27 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), for the point of curvature of a curve to the left;
- 2) With the said curve to the left, having a central angle of 39°19'55", a radius of 560.00 feet a long chord of 376.92 feet (chord bears N68°40'16"E), for an arc distance of 384.42 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 3) N49°00'19"E, 136.46 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), at the point of curvature of a curve to the right;
- 4) With the said curve to the right, having a central angle of 13°08'56", a radius of 740.00 feet, a long chord of 169.45 feet (chord bears N55°34'46"E) for an arc

distance of 169.82 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");

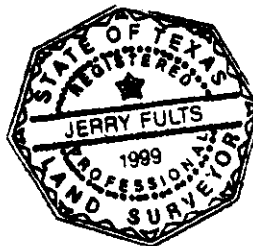
- 5) N62°09'14"E, 264.82 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), at the point of curvature of a curve to the right;
- 6) With the said curve to the right, having a central angle of 19°30'33", a radius of 820.00 feet, a long chord of 277.86 feet (chord bears N71°54'30"E) for an arc distance of 279.21 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 7) N81°39'47"E, 298.29 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc.") on the common line of the said 250.00 acre tract and of that 65.00 acre tract conveyed to Tim Timmerman, by a deed recorded in document number 9867089 of the said official public records, said 65.00 acres is out of that 238.721 acre tract conveyed to Earl Klattenhoff by the deed recorded in Volume 1571, Page 380 of Deed Records of Williamson County, Texas and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas;

THENCE, S07°25'37"W, with the said common line, 2366.50 feet to a calculated point for the southeast corner of the said 250.00 acre tract, being the southwest corner of the said 65.00 acre tract and the said 238.721 acre tract, being also in the north right-of-way line of Priem Lane, said southwest corner bears N07°25'37"E, 0.15 feet from a ½" iron rod found;

THENCE, S87°21'55"W, with the north right-of-way line of Priem Lane, 588.81 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 45.2584 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 6 day of MARCH, 2001.



  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

STATE OF TEXAS

§  
§

COUNTIES OF WILLIAMSON AND TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 31.3805 acres situated in the James H. Neiley Survey Abstract No. 485, Travis and Williamson County, Texas, being a portion of that 238.721 acre tract conveyed to Earl Klattenhoff by the deed recorded in Volume 1571, Page 380 of Deed Records of Williamson County, Texas and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas, and is also a portion of that 65.00 acre tract conveyed to Tim Timmerman, by a deed recorded in Document Number 9867089 of the Official Public Records of Williamson County, Texas, (said 65.00 acres is out of the above mentioned 238.721 acre tract); the herein described 31.3805 acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a ½" iron rod found in the north right-of-way line of Priem Lane (60' wide) for the most southerly southwest corner of that 250.00 acre tract (described as "Third Tract") conveyed to Brushy Creek Ltd. by the deed recorded in Document Number 9731656, of the said Official Public Records, and is the southeast corner of Lot 8, "Larkspur" subdivision, as shown on a plat recorded in Book 81, Page 82, of the Travis County Plat (map) Records;

THENCE, N87°21'55"E, with the north line of Priem Lane and the south line of the said 250.00 acre tract, a distance of 588.81 feet to a calculated point for the southeast corner of the said 250.00 acre tract, the southwest corner of the said 65.0 acre tract and the POINT OF BEGINNING of the herein described tract, said beginning point bears N07°25'37"E, 0.15 feet from a ½" iron rod found and bears S87°21'55"W, 681.84 feet from a ½" iron rod found for the southwest corner of a 3.00 acre tract conveyed to Texas Utilities Electric Co. by a deed recorded in Volume 12441, Page 1089 of the Deed Records of Travis County, Texas,;

THENCE, N07°25'37"E, with the common line of the said 250.00 acre tract and the said 65.0 acre tract, for a distance of 2366.50 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc.") for a point on the south line of a 411.5726 acre tract described in a deed recorded in Document Number 2000015871 of the said Official Public Records;

THENCE, crossing the said 65.00 acre tract, along the south line of said 411.5726 acre tract, being the proposed north line of Gattis School Road; with the following five (5) courses:

- 1) N81°39'47"E, 9.66 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), at the point of curvature of a curve to the left;
- 2) With the said curve to the left having a central angle of 18°08'16", a radius of 560.00 feet, a long chord of 176.54 feet (chord bears N72°35'39"E) for an arc distance of 177.28 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 3) N63°31'31"E, 197.43 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), at the point of curvature of a curve to the right;
- 4) With the said curve to the right having a central angle of 33°58'59", a radius of 905.00 feet, a long chord of 528.94 feet (chord bears N80°31'00"E) for an arc distance of 536.77 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 5) S82°29'30"E, 196.58 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") in the west right-of-way line of State Highway FM 685 and the east line of the said 65.00 acre tract;

THENCE, along the west line of said State Highway FM 685, with a curve to the left, having a central angle of 0°47'33", a radius of 3869.72 feet, a long chord of 53.52 feet (chord bears S07°51'58"W) for an arc distance of 53.52 feet to the calculated point of tangency of said curve, referenced by a concrete state highway monument found S82°31'49"E, 0.65 feet;

**EXHIBIT A**

THENCE, S07°30'30"W, with the west line of state highway FM 685, being the east line of the said 65.00 acre tract, 36.48 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.), from which a ½" iron rod found referencing the northeast corner of the said 3.00 acre tract, bears S07°30'30"W a distance of 2069.79 feet;

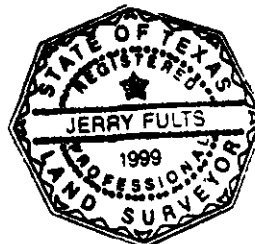
THENCE, crossing the said 65.00 acre tract, with the following nine (9) courses:

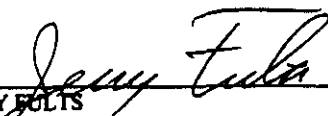
- 1) N82°29'30"W, 214.14 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), at the point of curvature of a curve to the left;
- 2) With the said curve to the left having a central angle of 33°58'59", a radius of 815.00 feet, a long chord of 476.33 feet (chord bears S80°31'00"W) for an arc distance of 483.39 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 3) S63°31'31"W, 27.87 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 4) S25°37'54"E, 396.84 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 5) S02°31'28"E, 225.70 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 6) S06°14'54"W, 232.00 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 7) S73°35'58"E, 3.94 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc."), for a point on a curve to the left;
- 8) With the said curve to the left having a central angle of 08°53'33", a radius of 6029.58 feet, a long chord of 934.87 feet (chord bears S11°57'16"W) for an arc distance of 935.81 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 9) S07°30'30"W, 649.36 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc.), being in the said north line of Priem Lane and the south line of the said 65.00 acre tract;

THENCE, S87°21'55"W, with the north line of Priem Lane, 540.28 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 31.3805 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 6 day of MARCH, 2001.



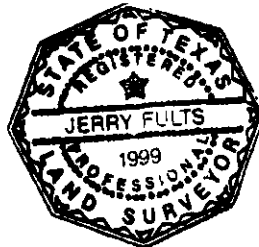
  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas



- 2) With said curve to the left having a central angle of  $33^{\circ}58'59''$ , a radius of 905.00 feet, a long chord of 528.94 feet (chord bears  $S80^{\circ}31'00''W$ ), for an arc distance of 536.77 to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.")
- 3)  $S63^{\circ}31'31''W$ , for a distance of 197.43 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the right;
- 4) With said curve to the right, having a central angle of  $18^{\circ}08'16''$ , a radius of 560.00 feet, a long chord of 176.54 feet (chord bears  $S72^{\circ}35'39''W$ ), for an arc distance of 177.28 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 5)  $S81^{\circ}39'47''W$ , for a distance of 9.66 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds, 8.4643 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 6 day of MARCH, 2001.



  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON         §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 14.3927 acres, situated in the James H. Neiley Survey, Abstract No. 485, Williamson County, Texas, being a portion of that 411.5726 acre tract (Parcel "G"), described in a deed recorded as Document Number 2000015871 of the Official Public Records of Williamson County, Texas, also being a portion of that 250.00 acre tract, described in a deed to Theodore R. Timmerman, Jr., recorded in Volume 341, Page 45 of the Williamson County Deeds Records being the same 250.00 acres (described as "Third Tract") conveyed to Brushy Creek Ltd. by a deed recorded as Document Number 9731656 of the Official Public Records of Williamson County, Texas; the said 14.3927 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found in the north right-of-way line of Priem Lane for the most southerly southwest corner of the above said 250.00 acre tract and is the southeast corner of Lot 8, "Larkspur" subdivision, as shown on a plat of record in Book 81, Page 82 of the Plat Records of Travis County, Texas;

THENCE, N87°21'55"E, with the north line of Priem Lane and the south line of the said 250.00 acre tract, a distance of 588.81 feet to a calculated point for the southeast corner of that 65.0 acre tract conveyed to Tim Timmerman by a deed recorded as Document Number 9867089 of the Official Public Records of Williamson County, Texas, the said 65.0 acre tract being out of that 238.721 acre tract conveyed to Earl W. Klattenhoff by a deed recorded in Volume 1571, Page 380 of the Williamson County Deed Records and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas, the said common corner bears N07°25'37"E, 0.15 feet from a ½" iron rod found and bears S87°21'55"W, 681.84 feet from a ½" iron rod found for the southwest corner of a 3.00 acre tract conveyed to Texas Utilities Electric Co. by a deed recorded in Volume 12441, Page 1089 of the Deed Records of Travis County, Texas;

THENCE, N07°25'37"E, with the common line of the said 250.00 acre tract, the said 238.721 acre tract and the 65.0 acre tract, for a distance of 2366.50 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc.") in the south line of the said 411.5726 acre tract, for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing across the said 250.00 acre tract, with the south line of the said 411.5726 acre tract, and the proposed north right-of-way line of Gattis School Road for the following two (2) courses:

- 1) S81°39'47"W, for a distance of 298.29 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;
- 2) With said curve to the left having a central angle of 16°54'21", a radius of 820.00 feet, a long chord of 241.08 feet (chord bears S73°12'36"W), for an arc distance of 241.95 feet, to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), said found iron rod being at the intersection of the south line of the 411.5726 acre tract with the east line of a 43.3211 acre tract conveyed to Oly Star Ranch Ltd., and described as "Parcel A" in a deed recorded in Document No. 2000015867 of the said Official Public Records of Williamson County, Texas;

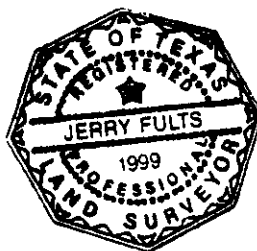
THENCE, with the said east line of "Parcel A" continuing across the said 250.00 acre tract, and leaving the above said south line of the 411.5726 acre tract, for the following five (5) courses:

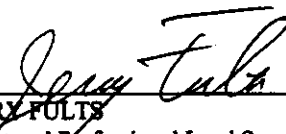
- 1) N40°51'16"E, for a distance of 357.90 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;
- 2) With said curve to the left having a central angle of 37°10'31", a radius of 75.00 feet, a long chord of 47.81 feet (chord bears N22°16'33"E), for an arc distance of 48.66 feet, to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 3) N03°41'18"E, for a distance of 794.41 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 4) N10°43'44"E, for a distance of 814.81 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 5) N71°47'23"E, for a distance of 335.40 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") in the common line between the said 250.00 acre tract and the said 238.721 acre tract;

THENCE, S07°25'37"W, along the common line of said 250.00 acre tract and the said 238.721 acre tract, for a distance of 1916.29 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 14.3927 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 22 day of OCT, 2001.



  
JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas



- 2) N02°21'57"W, at a distance of 31.60 feet pass a ½" iron rod found for the northeast corner of Lot 1, and the southeast corner of Lot 2, Block "A" of said "Forest Creek Estate, Phase II, Section 1," subdivision for a total distance of 731.58 feet to a ½" iron rod found for the northeast corner of Lot 8, Block "A" of the said subdivision, and is the southeast corner of a 100.00 acre tract conveyed to Timothy Timmerman et. al, by a deed recorded in Volume 2484, Page 110 of the Deed Records of Williamson County, Texas;
- 3) N02°21'27"W, 928.99 feet to a ½" iron rod found for the northeast corner of the 100.00 acre tract mentioned above and the southeast corner of a 200.366 acre tract conveyed to Forest Creek Development Ltd., and described in a deed as "Parcel 3" recorded in Volume 2469, Page 860 of the said Deed Records of Williamson County, Texas;
- 4) N02°25'34"W, 1381.02 feet to a ½" iron rod found for the southwest corner of a 0.5000 acre tract as described in the Documents Numbered 9808345 through 9808354 of the Official Public Records of Williamson County, Texas, said ½" iron rod bears S02°25'34"E, 148.68 feet to a ½" iron rod found for the southwest corner of that 108.58 acre tract conveyed to John A. Huggins by deed recorded in Volume 2338, Page 516 of the Deed Records of Williamson County, Texas;

THENCE, following the south and east lines of said 0.5000 acre tract, the following 2 (two) courses;

- 1) N77°46'10"E, for a distance of 148.68 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 2) N02°25'34"W, for a distance of 148.68 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") from which, a ½" iron rod found for the southwest corner of said 108.58 acre tract bears S77°46'10"W, 148.68 feet;

THENCE, N77°46'10"E, along the common line between the 108.58 acre tract and the 411.5726 acre tract as fenced, 1987.12 feet to a fence corner post; at or near the southwest corner of the 35 acre (described as "Second Tract") conveyed to Brushy Creek Ltd. by the deed recorded in Document Number 9731656, of the Official Public Records of Williamson County, Texas,

THENCE, N47°48'19"E, with the common line between the 108.58 acre tract and the 35 acre tract, as fenced, 520.51 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") said point being on the west line of a 27.4641 acre tract (Parcel "D", 35.1424 acres, save and except 7.6783 acres), described in a deed to Oly Star Ranch, General Partnership, recorded as Document Number 2000015867 of the Official Public Records of Williamson County, Texas;

THENCE, S21°23'21"W, leaving the southerly line of the said 108.58 acre tract with the west line of said 27.4641 acre tract, 382.91 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."), for the southwest corner of said 27.4641 acre tract, said point also being the northwest corner of a 69.8601 acre tract (Parcel "E") described in a deed to Oly Star Ranch, General Partnership, recorded as Document Number 2000015865 of the Official Public Records of Williamson County, Texas and is in the north line of that 238.721 acre tract conveyed to Earl W. Klattenhoff by a deed recorded in Volume 1571, Page 380 of the Deed Records of Williamson County, Texas and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas;

THENCE, S87°23'04"W, with the north line of said 238.721 acre tract, a distance of 227.46 feet to a 60D nail in fence post found for the northwest corner of said 238.721 acre tract;

THENCE, S07°36'09"W, with the east line of said 250.00 acre tract, the same being the west line of said 238.721 acre tract, a distance of 293.26 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the northeast corner of a 40.9559 acre tract (Parcel "C") described in a deed to Oly Star Ranch, General Partnership, recorded as Document Number 2000015867 of the Official Public Records of Williamson County, Texas;

THENCE, crossing the said 250.00 acre tract, with the north and west line of said 40.9559 acre tract, with the following seventeen (17) courses:

- 1) N71°22'01"W, for a distance of 476.73 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;
- 2) With said curve to the left having a central angle of 89°39'51", a radius of 75.00 feet, a long chord of 105.76 feet (chord bears S63°48'04"W), for an arc distance of 117.37 feet, to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 3) S01°56'18"W, for a distance of 118.39 feet to a ½" iron rod set with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 4) S04°26'21"E, for a distance of 206.07 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 5) S07°54'50"W, for a distance of 284.98 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 6) S00°26'48"E, for a distance of 143.15 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 7) S07°20'57"E, for a distance of 97.28 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 8) S13°50'40"E, for a distance of 658.61 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 9) N48°29'23"W, for a distance of 655.70 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;
- 10) With said curve to the left having a central angle of 16°12'44", a radius of 175.00 feet, a long chord of 49.35 feet (chord bears N56°35'45"W), for an arc distance of 49.52 feet, to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 11) N64°42'07"W, for a distance of 500.90 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;
- 12) With said curve to the left having a central angle of 120°41'10", a radius of 150.00 feet, a long chord of 260.70 feet (chord bears S54°57'18"W), for an arc distance of 315.96 feet, to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 13) S05°23'17"E, for a distance of 210.65 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;

- 14) With said curve to the left having a central angle of  $37^{\circ}58'27''$ , a radius of 75.00 feet, a long chord of 48.80 feet (chord bears  $S24^{\circ}22'31''E$ ), for an arc distance of 49.71 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 15)  $S43^{\circ}21'44''E$ , for a distance of 866.28 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 16)  $S05^{\circ}56'41''W$ , for a distance of 80.41 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc."); for the point of curvature of a curve to the left;
- 17) With said curve to the left having a central angle of  $169^{\circ}31'42''$ , a radius of 175.00 feet, a long chord of 348.54 feet (chord bears  $S09^{\circ}48'18''E$ ), for an arc distance of 517.79 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the southwest corner of said 40.9559 acre tract and the northwest corner of a 0.5542 acre tract (Parcel "F") described in a deed recorded as Document Number 2000015871 of the Official Public Records of Williamson County, Texas;

THENCE,  $S55^{\circ}04'22''E$ , with the west line of said 0.5542 acre tract, a distance of 94.34 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the southwest corner of said 0.5542 acre tract and the northwest corner of a 43.3211 acre tract described in a deed to Oly Star Ranch, Ltd., recorded as Document Number 2000015867 of the Official Public Records of Williamson County, Texas;

THENCE, continuing across the said 250.00 acre tract, with the west line of said 43.3211 acre tract the following ten (10) courses;

- 1)  $S18^{\circ}20'09''W$ , for a distance of 858.89 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 2)  $S11^{\circ}40'11''W$ , for a distance of 569.15 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.");
- 3)  $S00^{\circ}20'57''W$ , for a distance of 67.96 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") on a curve to the left;
- 4) With said curve to the left having a central angle of  $127^{\circ}37'18''$ , a radius of 75.00 feet, a long chord of 134.60 feet (chord bears  $S71^{\circ}02'54''W$ ), for an arc distance of 167.06 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 5)  $S07^{\circ}14'15''W$ , for a distance of 792.15 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;
- 6) With said curve to the left having a central angle of  $41^{\circ}14'28''$ , a radius of 175.00 feet, a long chord of 123.26 feet (chord bears  $S13^{\circ}22'59''E$ ), for an arc distance of 125.96 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 7)  $S34^{\circ}00'13''E$ , for a distance of 237.59 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the left;

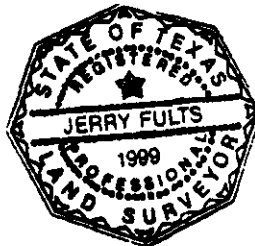
- 8) With said curve to the left having a central angle of  $82^{\circ}03'35''$ , a radius of 150.00 feet, a long chord of 196.94 feet (chord bears  $S75^{\circ}02'00''E$ ), for an arc distance of 214.83 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 9)  $N63^{\circ}56'12''E$ , for a distance of 47.33 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.")
- 10)  $S27^{\circ}50'46''E$ , for a distance of 7.79 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") in the south line of the above said 411.5726 acre tract on a curve to the left;

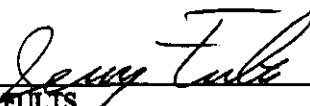
THENCE, leaving the west line of said 43.3211 acre tract and following the south line of said 411.5726 acre tract the following four (4) courses;

- 1) With said curve to the left having a central angle of  $13^{\circ}08'56''$ , a radius of 740.00 feet, a long chord of 169.45 feet (chord bears  $S55^{\circ}34'46''W$ ), for an arc distance of 169.82 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 2)  $S49^{\circ}00'19''W$ , for a distance of 136.46 feet to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of curvature of a curve to the right;
- 3) With said curve to the right having a central angle of  $39^{\circ}19'55''$ , a radius of 560.00 feet, a long chord of 376.92 feet (chord bears  $S68^{\circ}40'16''W$ ), for an arc distance of 384.42 feet, to a  $\frac{1}{2}$ " iron rod found with a plastic cap (stamped "Capital Surveying Co., Inc.") for the point of tangency;
- 4)  $S88^{\circ}20'13''W$ , for a distance of 210.27 to the POINT OF BEGINNING, CONTAINING within these metes and bounds 106.1914 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 26 day of DEC., 2000.



  
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JERRY FULTS  
Registered Professional Land Surveyor  
No. 1999 - State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 1.9033 acres, situated in the J. H. Neiley Survey Abstract No. 485, and the Robert McNutt Survey Abstract No. 422, Williamson County, Texas; being a portion of that .35 acre tract and the 8.52 acre tract described in a deed to Theodore R. Timmerman, Jr., recorded in Volume 341, Page 45 of the Williamson County, Deed Records, being the same tracts (described as the "First and Second Tracts") conveyed to Brushy Creek Ltd., by a deed recorded in document number 9731656 of the Official Records of Williamson County, Texas; the said 1.9033 acre tract is more particularly described by metes and bounds as follows;

BEGINNING at a 1" iron pipe found for the northeast corner of the said 8.52 acre tract, being the southeast corner of that 56.48 acre tract (Tract VII) conveyed to John H. Huggins, Sr. recorded in Volume 2338, Page 516 of the said Deed Records, being also a point in the west line of that 189.92 acre tract conveyed to John A. Huggins recorded in Volume 2338, Page 516 of the said Deed Records;

THENCE, S07°31'17"W, with the common line between the said 8.52 acre tract and the said 189.92 acre tract, 163.76 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc."); for the most easterly corner of that 35.1424 acre tract described as Parcel "D" in a deed recorded in Document No. 2000015867 of the said Official Public Records;

THENCE, leaving the said common line and crossing the said 8.52 acre tract, along the north line of the said 35.1424 acre tract with the following three (3) courses:

- 1) With a curve to the left, having a central angle of 81°00'35", a radius of 150.00 feet, a long chord of 194.85 feet (chord bears N69°51'01"W), for an arc distance of 212.08 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.")
- 2) S69°38'41"W, 438.37 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc."); to the northwest corner of the said "Parcel D" mentioned above;
- 3) S67°53'21"W, 429.68 feet to a ½" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.") in the west line of the said 35 acre tract and the east line of that 108.58 acre tract conveyed to John A. Huggins by the deed recorded in Volume 2338, Page 516 of the said Deed Records and bears N00°45'28"E, 974.75 feet from a fence corner post found at an angle point in the said common line;

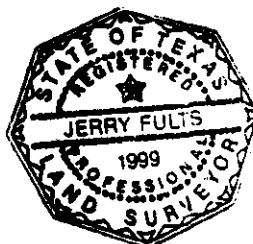
THENCE, N00°45'28"E, with the said common line, 68.33 feet to a fence corner post found for the northwest corner of the said 8.52 acre tract and the southwest corner of the said 56.48 acre tract;

THENCE, with the common line between the said 8.52 acre tract and the said 56.48 acre tract with the following two (2) courses:

- 1) N67°06'47"E, 858.94 feet to a 10" Willow (angle in fence line);
- 2) N88°10'33"E, 221.32 feet to the POINT OF BEGINNING, containing within these metes and bounds 1.9033 acres of land area.

I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15 day of MARCH, 2001.



*Jerry Fults*  
JERRY W. FULTS  
Registered Professional Land Surveyor  
No. 1999 State of Texas

Parcel "9"  
2.2107 Acres  
Page 1

J. H. Neiley Survey Abstract No. 485  
March 14, 2001  
00553.10

STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 2.2107 acres, situated in the J. H. Neiley Survey Abstract No. 485, Williamson County, Texas; being a portion of that 35 acre tract described in a deed to Theodore R. Timmerman, Jr., recorded in Volume 341, Page 45 of the Williamson County, Deed Records, being the same 35 acres (described as the "Second Tract") conveyed to Brushy Creek Ltd., by a deed recorded in document number 9731656 of the Official Records of Williamson County, Texas; the said 2.2107 acre tract is more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found at a fence corner post for the most northerly northeast corner of that 238.721 acre tract conveyed to Earl W. Klattenhoff by the deed recorded in Volume 1571, Page 380 of the Deed Records of Williamson County, Texas and in Volume 10393, Page 543 of the Deed Records of Travis County, Texas, and is an angle point in the southwest line of a 189.92 acre tract conveyed to John A. Huggins by a deed recorded in Volume 2338, Page 516 of the Williamson County Deed Records;

THENCE, S88°27'55"W, along the north line of the said 238.721 acre tract, and a south line of the 189.92 acre tract, 229.80 feet to a fence corner post found for the southeast corner of the said 35 acre tract, a southwest corner of the 189.92 acre tract and the POINT OF BEGINNING of the herein described tract;

THENCE, S87°23'04"W, with the common line between the said 35 acre tract and the said 238.721 acre tract, 253.02 feet to a 1/2" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc."), for the southeast corner of that 35.1424 acre tract described as "Parcel D" in a deed recorded in Document No. 2000015867 of the said Official Public Records of Williamson County, Texas;

THENCE, N24°27'37"E, leaving the said common line and crossing the said 35 acre tract, with the east line of the 35.1424 acre tract, 854.88 feet to a 1/2" iron rod found with a plastic cap (stamped "Capital Surveying Co. Inc.") in the east line of the said 35 acre tract and the west line of the said 189.92 acre tract conveyed to John A. Huggins by the deed recorded in Volume 2338, Page 516 of the Deed Records of Williamson County, Texas;

THENCE, S07°31'17"W, with the common line between the said 35 acre tract and the said 189.92 acre tract, 773.26 feet to the POINT OF BEGINNING, containing within these metes and bounds 2.2107 acres of land area.

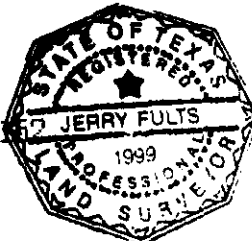
I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 14th day of MARCH, 2001.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

02-10-2003 03:17 PM 2003012152  
ANDERSON \$131.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



*Jerry W. Fults*  
JERRY W. FULTS  
Registered Professional Land Surveyor  
No. 1999 State of Texas

*Nancy E. Rister*

Nancy E. Rister, County Clerk

2012 Feb 02 11:38 AM

Fee: \$ 152.00 Pages: 35

Williamson County Texas



**AFTER RECORDING RETURN TO:**

Robert D. Burton, Esq.  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: [rburton@winstead.com](mailto:rburton@winstead.com)

**DEVELOPMENT AREA DECLARATION**

**STAR RANCH SECTION 7, PHASE 1A**

**SINGLE-FAMILY RESIDENTIAL**

*Williamson County, Texas*

Cross Reference to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2006078077 and Document No. 2006036948, Official Public Records of Travis and Williamson Counties, Texas, respectively, and as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2011182421 and Document No. 2011084308, Official Public Records of Travis and Williamson Counties, Texas, respectively. The terms and provisions of the afore-mentioned document also apply to the property encumbered by this Development Area Declaration.

**DEVELOPMENT AREA DECLARATION  
STAR RANCH SECTION 7, PHASE 1A**

**(Single Family Residential)**

This Development Area Declaration For Star Ranch Section 7, Phase 1A (Single Family Residential) (the "Development Area Declaration") is made by **SR INVESTMENTS, LTD.**, a Texas limited partnership (the "Declarant"), and is as follows:

**RECITALS**

A. The Declarant is the owner of Lots 1 through 19, Block A, Lots 1 through 13, Block B, Lots 3 through 23, Block C, located within Star Ranch Section 7, Phase 1A, a subdivision located in Williamson County, Texas, according to the map or plat (the "Plat") recorded as Document No. 2012004051 in the Official Public Records of Williamson County, Texas (the "Development Area").

B. Pursuant to that one certain Notice of Applicability of Master Declaration of Covenants, Conditions, Restrictions and Easements For Star Ranch Section 7, Phase 1A (Single Family Residential), recorded in the Official Public Records of Williamson County, Texas, the Development Area is subject to the Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2006078077 and Document No. 2006036948, Official Public Records of Travis and Williamson Counties, Texas, respectively, and as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2011182421 and Document No. 2011084308, Official Public Records of Travis and Williamson Counties, Texas, respectively (collectively, the "Master Declaration").

C. The Master Declaration permits the Declarant to file Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Declaration, which shall be in addition to the covenants, conditions, and restrictions of the Master Declaration.

D. Declarant intends for this Development Area Declaration to serve as one of the Development Area Declarations permitted under the Master Declaration and desires that the Development Area described and identified in Recital A hereinabove shall constitute one of the Development Areas which is permitted, contemplated and defined under the Master Declaration.

E. Declarant desires to create upon the Development Area a residential community and carry out a uniform plan for the improvement and development of the Development Area for the benefit of the present and all future owners thereof.

F. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Development Area to the covenants, conditions, and restrictions set forth in this Development Area Declaration for the benefit of the Development Area, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Declaration.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Development Area and shall be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Declaration.

## ARTICLE I

### DEFINITIONS

1.01. **Defined Terms.** Unless the context specifies or requires otherwise, the following words and phrases when used in this Development Area Declaration shall have the meanings hereinafter specified:

“**Architectural Control Committee**” shall mean the committee created pursuant to the Master Declaration to establish Architectural Guidelines, to review and approve plans for the construction of Improvements upon the Development Area, and to carry out its duties as set forth in the Development Area Declaration and the Master Declaration.

“**Architectural Guidelines**” shall mean the architectural guidelines adopted by the Master Architectural Control Committee pursuant to this Development Area Declaration and as authorized by the Master Declaration, as such architectural guidelines may be amended, modified, or restated from time to time. The Architectural Guidelines are referenced in Article IV of the Master Declaration and *Sections 2.01, 2.02*, and elsewhere in this Development Area Declaration.

**“Assessment”** or **“Assessments”** shall mean all assessment(s) imposed by the Association under the Master Declaration.

**“Association”** shall mean and refer to the Star Ranch Community, Inc., a Texas non-profit corporation.

**“Association Property”** shall mean and refer to any property or improvements owned by the Association or otherwise held for the benefit of the Association.

**“Association Restrictions”** shall mean and refer to the Master Declaration, this Development Area Declaration, any rules adopted by the Architectural Control Committee pursuant to 6.02(c) of the Master Declaration, any rules or regulations adopted by the Board pursuant to 3.04(A) of the Master Declaration, the Articles and Bylaws of the Association, and rules and regulations adopted by the Development Area Association Board pursuant to 3.05(c) of this Development Area Declaration, and the articles and bylaws of such Development Area Association.

**“Articles”** shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

**“Bylaws”** shall mean the bylaws of the Association, as amended from time to time.

**“Board”** shall mean and refer to the Board of Directors of the Association.

**“Declarant”** shall mean SR Investments, Ltd., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of SR Investments, Ltd., must be expressly set forth in writing and the mere conveyance of a portion or all of the Development Area without the written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

**“Development Area Assessment”** or **“Development Area Assessments”** shall mean all assessment(s) imposed by the Development Area Association under this Development Area Declaration.

**“Development Area Association”** shall mean shall mean and refer to the optional association created pursuant to *Article III*.

**“Development Area Association Board”** shall mean and refer to the Board of Directors of the Development Area Association.

**“Development Area Association Property”** shall mean and refer to any property or improvements owned by the Development Area Association.

**“Development Common Area”** shall mean and refer to all real property and any interest therein, including Improvements located thereon, which is designated by Declarant as common area which benefits the Development Area, and is conveyed to the Development Area Association or is otherwise held by Declarant for the benefit of the Development Area Association and the Owners of lots within the Development Area. The Development Common Area shall include all areas that shall be or have been dedicated to all public authorities but not yet accepted by such authorities. Development Common Area may be designated by Declarant from time to time and at any time.

**“Development Area Declaration”** shall mean this instrument as it may be amended from time to time.

**“Improvements”** shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, playscapes, recreational courts, basketball goals, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite or cable television, other utilities, or otherwise.

**“Lot”** or **“Lots”** shall mean one or more of the subdivided lots within the Development Area other than Common Area, Special Common Area, and Development Common Area.

**“Master Declaration”** shall mean that certain Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2006078077 and Document No. 2006036948, Official Public Records of Travis and Williamson Counties, Texas, respectively, and as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2011182421 and Document No. 2011084308, Official Public Records of Travis and Williamson Counties, Texas, respectively, as such declaration may be modified, amended, or restated from time to time.

**“Mortgage”** or **“Mortgages”** shall mean any mortgage(s) or deed(s) of trust securing indebtedness and covering any portion of the Development Area given to secure the payment of a debt.

**“Mortgagee” or “Mortgagees”** shall mean the holder or holders of any Mortgage(s).

**“Owner” or “Owners”** shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to acquisition of its fee simple interest in such Lot pursuant to foreclosure of the lien of such Mortgage.

**“Single Family Residential Use”** shall mean and refer to single family residential use in which the individual residences are detached. No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size of the residence and its fair use of the Common Area, Special Common Area, and Development Area Association Property.

**1.02. General Definitions.** Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Development Area Declaration are used and defined as they are used and defined in the Master Declaration.

## ARTICLE II

### GENERAL RESTRICTIONS

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

**2.01. Architectural Guidelines.** Pursuant to Section 6.02(c) of the Master Declaration, the Architectural Control Committee may adopt Architectural Guidelines applicable to the Development Area and all Improvements constructed on the Development Area shall strictly comply with those Architectural Guidelines. In the event of any conflict between the terms and provisions of the Architectural Guidelines and the terms and provisions of this Development Area Declaration, the terms and provisions of this Development Area Declaration shall control. The Architectural Control Committee shall not be required to review any plans until a complete submittal package, as required by this Development Area Declaration and the Architectural Guidelines, is assembled and submitted to the Architectural Control Committee.

**2.02. Use Restrictions and Construction Related Restrictions.**

(a) The Development Area may be used only for Single Family Residential Use. No portion of the Development Area may be used for any other purpose without the prior written

consent of Declarant, which said consent may be withheld or conditioned by Declarant, in Declarant's sole and absolute discretion.

(b) No Lot within the Development Area may be re-subdivided without the prior written consent of Declarant, which consent may be withheld or conditioned by Declarant, in Declarant's sole and absolute discretion,

(c) The maximum building height of any residence constructed on any Lot shall be no more than thirty-five feet (35') measured according to the following definition: the vertical distance between the top of the foundation at any point within the structure and the highest ridge, peak, or gable of a roof, excluding chimneys. In addition, the height of any eave on any structure shall not exceed thirty-five feet (35') above the natural grade at any point on the exterior wall of the residence.

(d) That portion of the foundation of each residence which is visible from the exterior of the structure must be concealed by a combination of: (i) extending the exterior stone or stucco to within twenty inches (20") of the finished grade; and (ii) the installation of landscaping approved in advance by the Architectural Control Committee. Any portion of a foundation concealed from view by a fence constructed on a Lot, in accordance with *Section 2.31* below, will not be considered "visible from the exterior of the residence" for the purpose of this subsection.

(e) Roofing material and roof pitch must be approved in advance by the Architectural Control Committee.

(f) Each Lot must contain a private garage for not fewer than two (2) automobiles. Prior to the occupancy of any residence, the interior walls of the attached garage to such residence shall be finished with sheet-rock and painted utilizing a color approved in advance by the Architectural Control Committee. All garages shall be maintained for the parking of automobiles may not be used for storage or other purposes which preclude its use for the parking of automobiles, and no garage may be permanently enclosed or otherwise used for habitation. Garage doors shall remain closed other than for period in which automobiles are entering and/or exiting the garage.

(g) Any residence constructed on any Lot must have a floor area of not less than 1,750 square feet, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages.

(h) Unless otherwise expressly approved by the Architectural Control Committee, the exterior walls of any residence shall consist of masonry and/or stucco as follows:

- (i) One Story Structures: The exposed surface of all exterior walls of one-story residences shall be constructed of seventy-five percent (75%) masonry and/or stucco, exclusive of roofs, eaves, soffits, windows, gables, doors, and trim work.
- (ii) Two Story Structures. The exposed surface of all exterior walls of the first floor of each two story residence shall be constructed of seventy-five percent (75%) masonry and/or stucco, exclusive of roofs, eaves, soffits, windows, gables, doors, and trim work. Unless otherwise agreed by the Architectural Control Committee, the exposed surface of the front exterior wall on the second floor of each two story residence (the "front" of a residence shall be determined by the Architectural Control Committee) shall be constructed of 100% masonry and/or stucco, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work.

(i) The location of all buildings and Improvements shall comply with the minimum setbacks shown on the Plat and established in the Architectural Guidelines. For the purpose of this restriction, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this sentence shall not be construed to permit any portion of any construction or building on any Lot to encroach upon another Lot or property.

(j) No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Development Area; (c) the business activity does not involve door-to-door solicitation of residents of the Development Area; (d) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked in the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; and (e) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Area as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party. Declarant or its licensees, in connection with its development of the Development Area and sale of Lots, shall have the right to maintain on any Lot or Lot(s) model homes, temporary or permanent sales and marketing centers and offices, and conduct open houses or other marketing events, to which the general public may be invited until such Lot is purchased by an individual who intends to reside thereon.

(k) No portion of the Development Area may be used for: (i) the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies; or (ii) for a carport or other automobile storage open on more than one side.

(l) No Lot may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but Lots may be leased for single family residential purposes for a minimum term of six (6) months; provided that any lease agreement must be in writing and must be made specifically subject to this Development Area Declaration.

(m) The design, construction materials, and location of (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Architectural Control Committee and shall strictly comply with the requirements of the Architectural Guidelines. Driveways shall be no greater than twenty feet (20') in width except near or adjacent to a residential garage if approved in advance by the Architectural Control Committee. Driveways on corner lots abutting a cul-de-sac and another roadway shall access off the cul-de-sac. No asphalt driveways shall be permitted. The Architectural Control Committee may establish design and materials requirements for all driveways and driveway culverts to insure that they are consistent in appearance throughout the Development Area.

(n) Common mail receptacles shall be utilized for the delivery of mail. The Declarant shall determine the location of each common mail receptacle. The location, design and materials used in the construction of address identification markers on each residence shall be approved in advance of installation by the Architectural Control Committee.

**2.03. Sight Distance at Intersection.** No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two feet (2') and nine feet (9') above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points thirty feet (30') 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 the triangular area formed by the street line, a driveway or alley line and a line connecting them at points ten feet (10') from the intersection of a street property line with the

edge of a driveway or alley pavement. All tree foliage within such distances of intersections shall be maintained to meet the sight line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration to the contrary, at a minimum, sight distances required by any applicable governmental authority shall be complied with.

**2.04. Antennae Systems.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc (collectively "**Antennae**"), nor any solar energy system ("**Solar System**"), shall be erected, maintained or placed on a Lot without the prior written approval of the Architectural Control Committee; provide, however, that one (1) satellite dish or other similar instrument with a diameter no greater than two feet (2') may be affixed to each single family residence located upon the Development Area, the location on such residence to be approved in writing and in advance of installation by the Architectural Control Committee. The Architectural Control Committee shall be permitted to adopt reasonable requirements as to the location and screening of all Antennae and Solar Systems consistent with applicable law.

**2.05. Insurance Rates.** Nothing shall be done or kept on the Development Area that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, Special Common Area or Development Common Area, or the improvements located thereon, without the prior written approval of the Board.

**2.06. Subdividing and Easements.** No Lot shall be further divided or subdivided, nor may any easements or other interests therein covering less than the whole Lot be conveyed by the Owner thereof without the prior express written approval of the Declarant. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No shrubbery, fence or other obstruction shall be placed in any easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or any other landscaping or Improvements or to other property of the Owner situated within any such easement.

**2.07. Signs.** No sign of any kind, including, without limitation, signs advertising property for sale or lease, shall be displayed to the public view without the express prior written approval of the Declarant except for signs that are part of Declarant's marketing plan for the Development Area or any part thereof. The Declarant may permit or prohibit signs of any type advertising a portion of the Development Area for sale or lease, as it elects, in its sole and absolute discretion.

**2.08. Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Development Area, and no odors shall be permitted to arise therefrom so as to render the Development Area, or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash

shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or otherwise appropriately screened from view from any portion of the Development Area, other than the Lot on which such containers are properly located.

**2.09. Noise.** No noise or other nuisance (which may include, but not be limited to barking dogs) shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association or the Development Area Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

**2.10. Construction of Improvements.** No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any of the Development Area without the prior written approval of the Architectural Control Committee. Unless otherwise approved in writing by the Architectural Control Committee, the construction of any single-family residence on a Lot shall be completed within eighteen (18) months of the date that construction is commenced on the Lot.

**2.11. Repair and Maintenance.** The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Architectural Control Committee, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.11* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Architectural Control Committee, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping sidewalks, driveways, and private roads in good repair.
- (viii) Complying with all government, health and police requirements.

- (ix) Repainting of Improvements.
- (x) Repair of exterior damage, and wear and tear to Improvements.

**2.12. Alteration or Removal of Improvements.** Any alteration, remodeling, or construction that in any way alters or modifies the exterior appearance of any Improvements, or the removal of any Improvements within the Development Area, shall be performed only with the prior written approval of the Architectural Control Committee. Unless otherwise approved in writing by the Architectural Control Committee, any alteration, remodeling, alteration or modification of any single-family residence on a Lot shall be completed within eighteen (18) months of the date that construction is commenced on the Lot.

**2.13. Drainage.** There shall be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and approved in writing by the Architectural Control Committee.

**2.14. Hazardous Activities.** No activities may be conducted on the Development Area and no Improvements constructed on the Development Area that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Development Area, and no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces or in contained barbecue units which are attended while in use for used and cooking purposes only. No barbecue unit shall be located on any Lot so as to be visible from any golf course, adjoining property or public or private thoroughfares.

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

**2.16. Mining and Drilling.** No portion of the Development Area shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

**2.17. Unightly Articles: Vehicles.** No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks larger than a 3/4 ton pickup, boats, tractors, semi-trailers, campers, wagons, buses, motorcycles, motor scooters, machinery, garden maintenance

equipment and inoperable vehicles shall be kept at all times, except when in actual use, in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics (including, without limitation, clothes lines) shall be screened from view from any portion of the Development Area other than the Lot on which such areas, piles and facilities are properly located. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view from any portion of the Development Area other than the Lot on which such materials are properly located.

Parking of any vehicles on public or private streets or thoroughfares; and parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages is prohibited; provided, construction, service and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

**2.18. Animals.** No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. The keeping of ordinary household pets, not to exceed three (3) in number, such as dogs and cats is allowed, and the pups, kittens, or offspring of any such permitted household pets may be kept for a period not in excess of twelve (12) weeks; provided, however, that no breeding, raising, or boarding of such pets for commercial purposes is permitted on such sites. No poultry, livestock or exotic animal, including birds, may be kept on any Lot. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the residence. Pets shall be registered, licensed and inoculated as required by law.

**2.19. Travel Trailers and Recreational Vehicles.** No travel trailers or recreational vehicles shall be parked in any street or on or near any Lot. No golf cart or go-cart shall be permitted within the Development Area.

**2.20. Owner's Responsibility for Maintenance.** Each Owner shall maintain and keep in a good state of repair the interior and exterior of all buildings, structures, and other Improvements of any kind or nature that are located upon such Owner's Lot. An Owner, when exercising the right and responsibility of repair, maintenance, replacement, or remodeling, as herein defined, shall never alter in any manner whatsoever the color and exterior appearance of the Improvements located on such Owner's Lot, except by written consent of the Architectural Control Committee. Each Owner shall, however, have the exclusive right to paint, plaster, panel, tile, wax, paper, or otherwise refinish and decorate the inner surface of the walls, ceilings,

floors, windows, and doors within such Owner's structure. In the event an Owner fails to maintain the Improvements located on such Owner's Lot as provided herein in a manner that the Architectural Control Committee deems necessary to preserve the appearance and value of the Development Area, the Architectural Control Committee may notify such Owner of the work required and request that it be done within thirty (30) days from the giving of such notice. In the event such Owner fails to complete such work or maintenance within said period, the Architectural Control Committee shall so notify the Board or the Development Area Association Board, and the Board and/or the Development Area Association Board may (but shall not be obligated to) cause such work to be done and the Owner shall be personally liable to the Association or the Development Area Association, as the case may be, for the cost of such work. If the Owner fails to pay such cost upon demand, such cost (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be added to the Assessment or the Development Area Assessment chargeable to the Owner's Lot(s). Any such amounts added to the Assessments chargeable against a Lot shall be secured by the liens reserved in the Master Declaration and the Development Area Declaration for assessments and may be collected by any means provided in the Master Declaration or this Development Area Declaration for the collection of such assessments and Development Area Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND THE DEVELOPMENT AREA ASSOCIATION AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION OR THE DEVELOPMENT AREA ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 2.20 (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR THE DEVELOPMENT AREA ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR THE DEVELOPMENT AREA ASSOCIATIONS GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

**2.21. Liability of Owners for Damage to Common Area, Special Common Area or Development Common Area.** No Owner shall in any way alter, modify, add to, or otherwise perform any work whatsoever upon the Common Area, Special Common Area, or Development Common Area. The Owner of each Lot shall be liable to the Association or the Development Area Association for all damages to: (i) the Common Area, Special Common Area, Development Common Area or any Improvements constructed thereon; or (ii) to any Improvements constructed upon any Lot, the maintenance of which has been assumed by the Association or the Development Area Association; which damage is caused by the neglect,

misuse or negligence of such Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee. The full cost of all repairs of such damage shall be an assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided in the Master Declaration or this Development Area Declaration for the collection of assessments.

**2.22. Compliance with the Association Restrictions.** Each Owner shall comply strictly with the provisions of the Association Restrictions, as the same may be amended from time to time. Failure to comply with any of the Association Restrictions shall constitute a violation of the Association Restrictions and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager or Board on behalf of the Association, or the Development Area Association Board on behalf of the Development Area Association, or by the Architectural Control Committee. Without limiting any rights or powers of the Association or the Development Area Association set out in this Development Area Declaration or the Master Declaration, the Board or the Development Area Association Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Association Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association or the Development Area Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association or the Development Area Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be added to the assessment chargeable to the Owner's Lot(s). Any such amounts added to the assessments chargeable against a Lot shall be secured by the liens reserved in the Master Declaration and Development Area Declaration for assessments and may be collected by any means provided in the Master Declaration or this Development Area Declaration for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Association and the Development Area Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association or the Development Area Association's acts or activities under this Section 2.22 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association or the Development Area Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association or the Development Area Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.23. **Butane and Fuel Tanks.** No butane or fuel tank or other structure or facility for the storage of combustible fuel (other than gas grills) shall be placed or maintained on the Development Area unless approved in writing by the Architectural Control Committee.

2.24. **No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Development Area Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.25. **Swimming Pools.** Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements. Nothing in this *Section 2.25* is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. Above-ground or temporary swimming pools are prohibited.

2.26. **No Tennis or Recreational Courts; Playscapes; Basketball Goals.** No tennis, recreational or sport courts shall be constructed on any Lot unless expressly approved by the Architectural Control Committee. The Architectural Control Committee may prohibit the installation of tennis, recreational or sport court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Architectural Control Committee. The Architectural Control Committee may prohibit the installation of playscapes or similar recreational facilities on any Lot. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are only allowed in the rear of the Lots and shall not be placed, at any time: (i) in or adjacent to any street or right of way located within the subdivision; or (ii) between the street right-of-way and the front of the residence on any Lot in the subdivision. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals, whether permanent or portable, must be approved by the Architectural Control Committee prior to being placed on any Lot.

2.27. **Exterior Lighting.** All exterior illumination shall be subject to approval of the Architectural Control Committee. Exterior lighting installed on any Lot shall be limited to lighting which will not cause unnecessary light spill distraction as determined by the Architectural Control Committee.

2.28. **Utility Lines and Antennae.** No sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including

telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone, television, microwave or radio signals shall be placed on any building or other Improvement within the Development Area without the written approval of the Architectural Control Committee.

**2.29. Violation of Association Restrictions.** In the event the Association Restrictions are violated by any Owner, its employees, lessees, invitees or licensees, the Declarant, the Architectural Control Committee, the Board, and/or the Development Area Association Board may seek any one or more of the following remedies, in addition to any other remedy or right provided in the Association Restrictions:

(A) The suspension of an Owner's right to use any Common Area , Special Common Area, or Development Common Area;

(B) The right to enforce the Association Restrictions (and in connection therewith, to enter upon any Lot or any Improvements constructed thereon or therein, if necessary), and levy an assessment against the Lot for any expense occasioned by such violation;

(C) The right to levy fines as a result of such violation as provided in Section 5.10 of the Master Declaration;

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

**2.30. Construction Standards.**

(a) Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary.

(b) Any and all debris due to construction including but not limited to dirt or trash, which is deposited on any public or common roadway, shall be removed daily. No construction equipment or vehicles shall be parked on any public or common roadway within the Development Area without prior written approval of the Architectural Control Committee.

(c) All temporary utilities on any portion of the Development Area during the construction of Improvements thereon shall be contained in unobtrusive areas to be approved

in writing by the Architectural Control Committee. To the extent reasonably practicable, equipment and materials shall be stored at a location that is visibly unobtrusive from any public or common roadway and from any adjacent property. To the extent reasonably practicable, construction debris shall be concealed from any public or common roadway and from adjacent property, by the use of visual screening, and such debris shall be removed promptly and on a regular basis. Burning of debris shall not be permitted. Upon completion of construction upon any portion of the Development Area, all trash, debris, surplus materials, temporary screening barriers, and equipment shall be removed promptly.

**2.31. Fences.** Each Owner shall be required to construct a fence upon such Owner's Lot. All fences shall be constructed of cedar or other material approved in writing and in advance of construction by the Architectural Control Committee and shall be a minimum height of five feet (5') and a maximum height of six feet (6'). All fencing required by this *Section 2.31* shall be the sole obligation of the Owner on whose Lot such fencing is located.

**2.32. Landscaping.** Each Lot shall be required to be fully sodded in the front yard, prior to occupancy of the single family residential structure located on the Lot, with a grass of a type approved in advance by the Architectural Control Committee. The landscaping on each Lot shall include the installation of at least two (2) 2" caliper trees, unless otherwise approved by Architectural Control Committee (the "Required Trees"); provided, however, for corner Lots, three (3) 2" caliper trees shall be required. The Required Trees shall be selected from a plant materials list approved by the Architectural Control Committee. The Architectural Control Committee or its assigns shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree removal and replacement.

### ARTICLE III

#### DEVELOPMENT AREA ASSOCIATION

**3.01. OPTIONAL DEVELOPMENT AREA ASSOCIATION.** THE PROVISIONS CONTAINED IN THIS *ARTICLE III* AND *ARTICLE V* SHALL ONLY BE OPERATIVE IN THE EVENT DECLARANT DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, TO CREATE A HOMEOWNERS ASSOCIATION TO ASSUME THE DUTIES AND POWERS PRESCRIBED BY LAW AS SET FORTH IN THIS DECLARATION. ON THE EFFECTIVE DATE OF THIS DOCUMENT, DECLARANT DOES NOT CONTEMPLATE CREATING THE DEVELOPMENT AREA ASSOCIATION AND SHALL HAVE NO OBLIGATION TO DO SO. THIS *ARTICLE III* AND *ARTICLE V* SHALL HAVE NO LEGAL OR OTHER EFFECT UNLESS AND UNTIL: (i) DECLARANT ELECTS TO CREATE THE DEVELOPMENT AREA ASSOCIATION AS EVIDENCED BY DECLARANT'S INCORPORATION OF THE DEVELOPMENT AREA ASSOCIATION AND ISSUANCE OF ARTICLES OF

INCORPORATION BY THE SECRETARY OF STATE OF THE STATE OF TEXAS; OR (ii) DECLARANT ACCEPTS, WHICH ACCEPTANCE SHALL BE IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION, A PETITION WHICH SUPPORTS THE FORMATION OF A HOMEOWNERS ASSOCIATION, WHICH PETITION IS IN RECORDABLE FORM SIGNED BY A MAJORITY OF OWNERS OF LOTS WITHIN THE PROPERTY, EACH LOT BEING ALLOCATED ONE (1) VOTE. IN THE EVENT DECLARANT ELECTS TO ACCEPT THE PETITION PURSUANT TO *SECTION 3.01(ii)* ABOVE, DECLARANT SHALL INCUR NO EXPENSE RELATED TO THE INCORPORATION OR ORGANIZATION OF THE DEVELOPMENT AREA ASSOCIATION. ANY DEVELOPMENT AREA ASSOCIATION CREATED SUBSEQUENT TO DECLARANT'S ACCEPTANCE OF THE PETITION PURSUANT TO *SECTION 3.01(ii)* ABOVE, SHALL BE EMPOWERED TO REIMBURSE ALL REASONABLE INCORPORATION AND ORGANIZATION EXPENSES ADVANCED BY THE DECLARANT OR ANY OWNER WHO BECOMES A MEMBER OF THE DEVELOPMENT AREA ASSOCIATION. IN THE EVENT THE DECLARANT NO LONGER OWNS ANY PORTION OF THE PROPERTY ENCUMBERED BY THIS DECLARATION, A MAJORITY OF OWNERS OF LOTS WITHIN THE PROPERTY, EACH LOT BEING ALLOCATED ONE (1) VOTE, MAY ELECT TO CREATE THE DEVELOPMENT AREA ASSOCIATION, AND DECLARANT'S ACCEPTANCE PURSUANT TO *SECTION 3.01(ii)* SHALL NOT BE NECESSARY. DECLARANT SHALL BE UNDER NO OBLIGATION TO CREATE A DEVELOPMENT AREA ASSOCIATION.

**3.02. Organization.** The Development Area Association shall be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its articles and bylaws or in this Declaration. Neither the articles nor bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Notwithstanding any provision in this Declaration to the contrary, Declarant shall be under no obligation to administer, finance, or cause the creation of the Development Area Association.

**3.03. Membership.**

- (a) Any person or entity, upon becoming an Owner, shall automatically become a Member of the Development Area Association. Membership shall be appurtenant to and shall run with the ownership of the Lot that qualifies the Owner thereof for membership. Membership in the Development Area Association may not be severed from the ownership of a Lot, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said Lot.
- (b) Every Member shall have a right and easement of enjoyment in and to the Development Common Area which shall be appurtenant to and shall

pass with the title to such Member's Lot, subject to the following restrictions and reservations:

- (i) the right of the Development Area Association Board to suspend the Member's right to use the Development Common Area for any period during which any Assessment against such Member's Lot(s) remains past due, and for any period during which a Member is in violation of the Association Restrictions;
- (ii) the right of the Development Area Association Board to dedicate or transfer all or any part of the Development Common Area to any public agency, authority, or utility;
- (iii) the right of the Development Area Association Board to borrow money for the purpose of improving or maintaining the Development Common Area and, in aid thereof, to mortgage said Development Common Area;
- (iv) the right of the Development Area Association Board to make reasonable rules and regulations (which may include the right to levy fines for the breach thereof) regarding the use of the Development Common Area and facilities located thereon by the Members and other persons entitled to such use; and
- (v) the right of the Development Area Association Board to contract for services with third parties on such terms as the Development Area Association Board may determine to be in the best interest of the Development Area Association.

Rules and regulations adopted by the Development Area Association Board pursuant to *Section 3.03(b)(iv)* above, may be amended from time to time.

**3.04. Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members of the Development Area Association Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner of each Lot shall have one (1) vote for each Lot so owned. In no event, except as set forth in *Section 3.04(c)* below, shall any Lot be entitled to more than one (1) vote; provided, however, that in the event of the resubdivision of any Lot into two or more Lots, the number of votes

to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of the Association Restrictions, unless the same is approved by the appropriate governmental entity in accordance with the requirements of Chapter 212 of the Texas Local Government Code then in effect (or its successor statute), and duly recorded in the Official Public Records of Williamson County, Texas. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Lots contained in such consolidated Lot. Nothing herein shall be construed as authorization for any resubdivision or consolidation of Lots; such actions are subject to and require the prior approval of the Architectural Control Committee pursuant to other provisions of this Declaration.

- (b) In addition to the votes to which Declarant is entitled by reason of *Section 3.04(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant shall have four (4) additional votes until such time as Declarant no longer owns any of the Lots.

**3.05. Duties of the Development Area Association.** Subject to and in accordance with these restrictions, the Development Area Association acting through the Development Area Association Board shall have and perform each of the following duties:

- (a) Development Area Association Property.
  - (1) Ownership and Control. To accept, own, operate, and maintain all Development Common Area, together with all improvements of whatever kind and for whatever purpose that may be located in said Development Common Area, and all sidewalks, pathways and private driveways and streets located within the Property.
  - (2) Repair and Maintenance. To maintain in good repair and condition the Development Common Area and all lands, Improvements, security devices, and other property owned by or leased to the Development Area Association, including, without limitation, all sidewalks, pathways, private streets, driveways and fences located within the Property.
  - (3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Development Common Area to the extent that such taxes and assessment are

not levied directly upon the Members. The Development Area Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

- (b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Development Area Association Board, are reasonably necessary or appropriate to carry out the Development Area Association's functions.
- (c) Rules and Bylaws. To make, establish, and promulgate and in its discretion, to amend or repeal and re-enact the bylaws and such Association Rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use and occupancy of Development Common Area. In the event of any conflict between the terms and provisions of the articles, bylaws, or any other Association Rules with this Declaration, the terms and provisions of this Declaration are intended to, and shall be controlling.
- (d) Records. To keep books and records of the Development Area Association's affairs and to make such books and records, together with current copies of the Association Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.
- (e) Other. To carry out and enforce all duties of the Development Area Association set forth in the Association Restrictions.

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

- (a) Assessments. To levy assessments as provided herein.
- (b) Right of Entry and Enforcement. To enter at any time in an emergency without notice, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner or any other person or

entity, upon any Lot or into any Improvement thereon, or to enter at any time without notice onto any Development Common Area, for the purpose of enforcing the Association Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Association Restrictions. The expense incurred by the Development Area Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be deemed a special Development Area Assessment against such Lot, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article V hereof for regular and special Development Area Assessments. The Development Area Association, acting through the Development Area Association Board, shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of the Association Restrictions. The Development Area Association, acting through the Development Area Association Board, is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Association Restrictions; provided, however, that the Development Area Association Board shall never be authorized to expend any Development Area Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Development Area Association may not alter or demolish any Improvements on any Lot other than Development Common Area or Development Area Association Property in enforcing the Association Restrictions before judicial proceedings are instituted by the Development Area Association or the written consent of the Owner(s) of the affect Lot(s) has been obtained. Each such Owner shall indemnify and hold harmless the Development Area Association, its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Development Area Association's acts or activities under this *Section 3.06(b)* (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE DEVELOPMENT AREA ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Development Area Association's gross

negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

(c) Conveyances. To grant and convey to any person or entity any real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any Development Area Association Property for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder:

- (1) Roads, streets, walks, street lights, driveways, parking lots, trails, paths and fences;
- (2) Lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
- (3) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines, or any other water quality features or improvements; or
- (4) Any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit the use or occupancy of any improvement or other facility in any way that would violate applicable use and occupancy restrictions imposed thereon by the Association Restrictions, or by any governmental authority.

(d) Manager. To retain and pay for the services of a Manager to manage and operate the Development Area Association, including the Development Area Association Property, to the extent deemed advisable by the Development Area Association Board; provided, however, that the Development Area Association Board will have no power to discharge, limit the authority of or interfere with the exercise of functions by, a Manager for the Property appointed pursuant to the Master Declaration. Additional personnel may be employed directly by the Development Area Association or may be furnished by the Manager. To the extent permitted by law, the Development Area Association and the Development Area Association Board may delegate any duties, powers, and functions to the Manager. The Members of the Development Area Association hereby release the Development Area Association and the members of the Development Area Association Board from liability for

any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Development Area Association.
- (f) Development Common Area Services. To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to, and all maintenance of the Development Common Area, including, but not limited to, any recreational facilities; to maintain and repair any recreational facilities, easements, roads, roadways, rights-of-way, parkways, median strips, sidewalks, paths, trails, fences, ponds, lakes located within or upon the Development Common Area, and to maintain and repair other portions of the Development Common Area.
- (g) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or Assessments that the Development Area Association or the Development Area Association Board is required or permitted to secure or to pay for pursuant to applicable law or under the terms of the Association Restrictions.
- (h) Construction on Development Area Association Property. To construct new Improvements on, or additions to Development Area Association Property.
- (i) Contracts; Property Ownership. To enter into contracts with Declarant and with other persons or entities on such terms and provisions as the Development Area Association Board shall determine, and to acquire, own, and dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

**3.07. Indemnification.** To the fullest extent permitted by applicable law, but without duplication of (and subject to) any rights or benefits arising under the articles or bylaws of the Development Area Association, the Development Area Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Development Area Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Development Area Association Board or a court that such person: (i) acted in

good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Development Area Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Development Area Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. The Development Area Association Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Development Area Association, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of the status of such person as such, whether or not the Development Area Association would have the power to indemnify such person against such liability hereunder or otherwise.

#### ARTICLE IV

##### INSURANCE AND CONDEMNATION

**4.01. Insurance.** Each Owner shall be required to maintain insurance on the replacement value of the Improvements constructed upon each Lot. The Association shall not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for any policy obtained by the Association shall be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

**4.02. Restoration.** In the event of any fire or other casualty, the Owner shall promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement shall be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner shall be personally liable to the Association or the Development Area Association for the cost of such work; provided, however, that if the Owner is prohibited or

delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Association or the Development Area Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association or the Development Area Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) shall be added to the assessment chargeable to the Owner's Lot(s). Any such amounts added to the assessments chargeable against a Lot shall be secured by the liens reserved in the Master Declaration or this Development Area Declaration for assessments and may be collected by any means provided in the Master Declaration or Development Area Declaration for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Association and the Development Area Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association or the Development Area Association's acts or activities under this *Section 4.02*, except for such cost, loss, damage, expense, liability, claim or cost of action arising by reason of the Association or the Development Area Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**4.03. Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association or the Development Area Association pursuant to the rights granted under this Article IV, hereby grants to the Association and the Development Area Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association or the Development Area Association. Upon request by either Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner shall execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association or the Development Area Association.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

**THE PROVISIONS CONTAINED IN THIS ARTICLE V SHALL BE OPERATIVE ONLY IN THE EVENT A DEVELOPMENT AREA ASSOCIATION IS CREATED PURSUANT TO SECTION 3.01; PROVIDED, HOWEVER, THAT THE MASTER ASSOCIATION MAY AVAIL ITSELF OF THE LIENS RESERVED IN SECTION 5.08 FOR THE PURPOSE OF**

**DISCHARGING ANY LIABILITY INCURRED BY AN OWNER AS A RESULT OF SUCH OWNER'S VIOLATION OF ANY TERM OR PROVISION OF THIS DECLARATION.**

**5.01. Development Area Assessments.** Each Owner of any Lot, by acceptance of a deed therefor or ownership interest thereto, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant to pay to the Development Area Association: (i) Development Area Assessments or charges (as specified in *Section 5.03* hereof); (ii) Special Development Area Assessments (as specified in *Section 5.04* hereof); and (iii) late charges (as specified in *Section 5.06* hereof). All of such Development Area Assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Development Area Assessments provided for under this *Article V* shall be in addition to the assessments levied pursuant to the Master Declaration. Notwithstanding any provision in this Declaration to the contrary, Development Area Assessments shall not be assessed against any Lot owned by Declarant.

**5.02. Purpose of Development Area Assessments.** The Development Area Assessments levied by the Development Area Association shall be used exclusively for the purpose of promoting the comfort, health, safety, and welfare of the Owners, and the maintenance and improvement of the Property or any part thereof, including, without limitation, Development Common Area, and for carrying out the purposes of the Development Area Association as stated herein or as otherwise provided in the Articles or Bylaws.

**5.03. Establishing Development Area Assessments.** Each fiscal year, the Board shall estimate the expenses to be incurred by the Development Area Association during each year in performing its functions with respect to the Property, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Development Area Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and as between the Lots within the Property, the amount of the Development Area Assessments levied against each Lot shall be equal and uniform. The level of Development Area Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Development Area Assessment, the Development Area Association may at any time, and from time to time, levy further Development Area Assessments in the same manner as aforesaid. All such regular Development Area Assessments shall be due and payable by each Owner to the Development Area Association during the fiscal year in equal monthly, quarterly, semi-annual, annual, or other periodic installments, as the Board determines in its sole discretion, on or before the first day of the applicable period.

**5.04. Special Development Area Assessments.** In addition to the Development Area Assessments authorized by *Section 5.03* hereof, the Development Area Association may, by vote

of its Members as set out in *Section 5.04A* hereof, levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any Improvement located upon any of the Development Common Area, or any portion of the Property owned by the Development Area Association, including the necessary fixtures and personal property related thereto, or for carrying out other purposes of or otherwise benefiting the Development Area Association.

**5.04A. Vote Required for Special Development Area Assessment.** Special Development Area Assessments levied against the Owner(s) of a particular Lot to cure violations of the Association Restrictions by such Owner(s) shall be deemed approved and authorized automatically upon the occurrence of the events giving rise to such curative special Assessments. Special Development Area Assessments to be levied against all Owners as authorized by *Section 5.04* hereof must be approved by a majority of the total votes of the membership of the Development Area Association determined in accordance with *Section 3.03* and *3.04* of this Declaration, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members in accordance with the Bylaws.

**5.05. Due Date of Development Area Assessments.** The first Development Area Assessment shall become due and payable on each Lot in accordance with the periodic payment schedule established by the Board in accordance with *Section 5.03*. The due date of any special Assessment hereunder shall be fixed in the resolution authorizing such Development Area Assessment or, if not so fixed or established by other terms of this Declaration, the first day of the first month following the imposition of such special Assessment. Payments shall be considered delinquent if not paid within five (5) days after their due date. Where the obligation to pay a Development Area Assessment first arises after the commencement of the fiscal year or any other period for which the Development Area Assessment was levied the Development Area Assessment shall be prorated as of the date when the obligation first arose in proportion to the amount of the Development Area Assessment year or other period remaining after said date.

**5.06. Late Charges.** If any Development Area Assessment is not paid before it is delinquent, the Owner responsible for the payment thereof may be required by the Board to pay a late charge at such rate the Board may designate from time to time, and such late charge (and any reasonable handling costs therefor) shall be a charge upon the Lots owned by the said Owner to which the Development Area Assessment relates, collectible in the same manner as herein provided for collection of Development Area Assessments, including foreclosure of the lien against such Lot(s); provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

**5.07. Owner's Personal Obligation for Payment of Development Area Assessments.** The Development Area Assessments and late charges provided for herein shall be the personal

and individual debt of each Owner. No diminution or abatement of Development Area Assessments shall be allowed for inconveniences arising from the making of repairs or improvements to the Development Common Area or any Lot, and no Owner may exempt himself from liability for such Development Area Assessments and charges through non-use of such Owner's Lot or otherwise.

**5.08. Development Area Assessment Lien and Foreclosure.** All sums assessed or charged in the manner provided in this Article but unpaid, together with all costs and expenses of collection, including reasonable attorney's fees, are secured by a continuing Development Area Assessment lien and shall constitute a charge on or against the Lot covered by such Development Area Assessment or charge, which shall bind such property in the hands of the Owner, and such Owner's heirs, devisees, and personal representatives, successors or assigns. The obligation to pay Development Area Assessments hereunder is part of the purchase price of each Lot when sold to an Owner. An express lien on each Lot is hereby granted and conveyed by Declarant to the Development Area Association to secure the payment thereof in each such instance, each such lien to be superior and paramount to any homestead or other exemption provided by law. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens, and all sums unpaid secured by a first-lien Mortgage securing sums borrowed for the purchase or improvements of the Lot in question, provided such Mortgage was recorded in the county in which the Lot is located before the delinquent Development Area Assessment was due. The Development Area Association shall have the power to subordinate the aforesaid Development Area Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by an officer of the Development Area Association. The Development Area Association may, at its option and without prejudice to the priority or enforceability of the Development Area Assessment lien granted hereunder, prepare a written notice of Development Area Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Development Area Association and shall be recorded in county where the Lot is located. Each Owner, by accepting a deed to a Lot subject to this Declaration, shall be deemed conclusively to have granted a power of sale to the Development Area Association to secure and enforce at any time after such payment becomes delinquent by the foreclosure of such lien on the defaulting Owner's Lot by the Development Area Association in accordance with applicable law (For such purpose, Robert D. Burton of Travis County, Texas is hereby designated as trustee for the benefit of the Development Area Association, with the Development Area Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Development Area Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Development Area Association may have by law and under the Association Restrictions, including the rights of the Development Area Association to institute suit against the Owner personally obligated to pay

the Development Area Assessment for monetary damages and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, the Owner shall be required to pay the costs, expenses, and reasonable trustee's and attorney's fees incurred. The Development Area Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee holding a prior lien on any Lot, the Development Area Association shall report to said Mortgagee any Development Area Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any first-lien Mortgage, the lien for any Development Area Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Development Area Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first-lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Lot Owner from paying assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this paragraph, the Development Area Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Development Area Association has already foreclosed such lien. Such release shall be signed by an officer of the Development Area Association.

**5.09. Exemptions.** Notwithstanding any provision herein to the contrary, any Lot owned by the Declarant, all Common Area, Development Common Area, and Special Common Area shall be exempt from the payment of any Development Area Assessment levied by the Development Area Association, regular or special.

## ARTICLE VI

### GENERAL PROVISIONS

**6.01. Duration.** This Development Area Declaration and the covenants, conditions, restrictions, easements, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is recorded in the Official Public Records of Williamson County, Texas, and continuing through and including January 1, 2075, after which time this Development Area Declaration shall be automatically extended for successive periods of five (5) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by members of the Association, entitled to cast at least sixty-seven percent (67%) of the total number of votes of the

Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that such change shall be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Williamson County, Texas. Notwithstanding any provision in this *Section 6.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision shall expire (twenty one) 21 years after the death or the last survivor of the now living descendants of Elizabeth II, Queen of England.

**6.02. Amendment.** This Development Area Declaration may be amended by: (i) the Declarant, acting alone; or (ii) the approval of the Owner's entitled to cast at least sixty-seven percent (67%) of the total number of the votes of the Association and the Declarant (the Declarant's right to consent to any amendment or termination may be assigned in writing to the Board). Each amendment of this Development Area Declaration must be evidenced by an instrument which is recorded in the Official Public Records of Williamson County, Texas.

**6.03. Notices.** Any notice permitted or required to be given by this Development Area Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Saturday, Sunday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

**6.04. Interpretation.** The provision of this Development Area Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration shall be construed and governed under the laws of the State of Texas.

**6.05. Construction Activities.** This Development Area Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements upon Lots within the Development Area, so long as such construction is being performed by Declarant, its agents, contractors, as licensees or pursuant to the approval of the Architectural Control Committee.

6.06. **Gender.** Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

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

6.08. **Enforcement and Nonwaiver.**

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant, the Association and the Development Area Association shall have the right to enforce all of the provisions of this Development Area Declaration. The Association and the Development Area Association may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any provision hereof.
- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant, the Association or the Development Area Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein.
- (d) The failure to enforce any provision of the Association Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

6.09. **Construction.** The provisions of this Development Area Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and

neuter. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

## ARTICLE VII

### ADDITION OF LAND

Declarant may, at any time and from time to time, add additional land to the Development Area and, upon the filing of a notice as hereinafter described, such land shall be considered part of the Development Area for purposes of this Development Area Declaration, and such land shall be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration shall be the same with respect to such added land as with respect to the land originally covered by this Development Area Declaration. To add land to the Development Area, Declarant shall be required only to record in the Official Public Records of Williamson County, Texas, a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to Section 11.05 of the Master Declaration) containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the volume and initial page number of the Official Public Records of Williamson County, Texas, and/or Travis County, Texas wherein this Development Area Declaration is recorded;
- (B) A statement that such land shall be considered part of the Development Area for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration shall apply to the added land; and
- (C) A legal description of the added land.

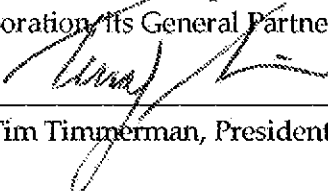
*[SIGNATURE PAGE FOLLOWS]*

EXECUTED to be effective the 1<sup>st</sup> day of FEBRUARY, ~~2011~~ 2012

**DECLARANT:**

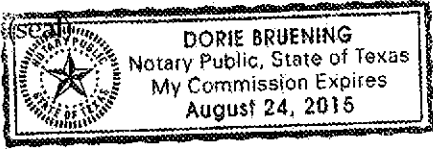
**SR INVESTMENTS, LTD.**, a Texas limited partnership

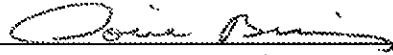
By: Commerce Texas Properties, Inc., a Texas corporation, its General Partner

By:   
Tim Timmerman, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this 1<sup>st</sup> day of February, ~~2011~~ 2012 by Tim Timmerman, President of Commerce Texas Properties, Inc., a Texas corporation, General Partner of SR Investments, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



  
Notary Public, State of Texas



**RESOLUTION ADOPTING RAIN WATER HARVESTING POLICY  
FOR  
Star Ranch Community, Inc.**

WHEREAS, Texas Property Code § 202.007(d) becomes effective September 1, 2011, allowing owners in property owner associations the limited right to install rain water harvesting devices; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the installation of rain water harvesting devices.

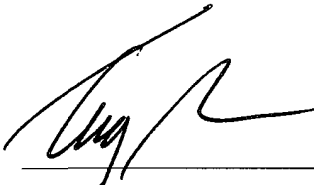
BE IT RESOLVED, that the Association's supplementary guidelines, effective September 1, 2011, for Owners and Members are as follows:

1. No rain water harvesting device, storage container, related plumbing, or appurtenances thereto, shall be allowed on any property owned by the Association or owned in common by the members of the Association.
2. No rain water harvesting device, storage container, related plumbing device, or appurtenances thereto, shall be allowed or located other than within a fenced yard or the fenced patio of the property owner.
3. All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, and the location of their installation, must be approved by the Association either through its architectural committee, if one exists, or the board of directors.
4. All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto shall be properly screened as to obscure view of the same from adjoining property and the street, and such screening shall be approved in advance by the architectural committee, if one exists, or the board of directors.
5. The Association may regulate the owner's use of gravel, rocks, or cacti around the installation.
6. The Association may regulate yard and landscape maintenance.
7. No rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, may be located between the front of the property owner's home and an adjoining or adjacent street.
8. Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must be of a color that is consistent with the color of the home.
9. Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must not contain language or other content that is not typically displayed by such a barrel or system as it is manufactured.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

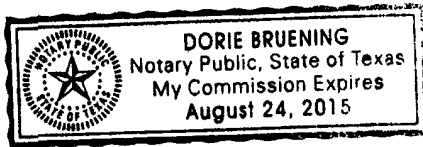
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective September 1, 2011.

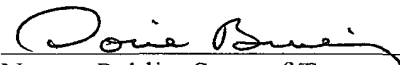
Executed this the 29th day of May, 2012.

By:   
Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS                    )  
  )  
COUNTY OF WILLIAMSON        )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.



  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

Goodwin Management, Inc.  
11149 Research Blvd., Suite 100  
Austin, Texas 78759

**RESOLUTION ADOPTING A SOLAR ENERGY DEVICE INSTALLATION POLICY  
FOR  
Star Ranch Community, Inc.**

WHEREAS, Texas Property Code §§ 202.010 & 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) are effective immediately, allowing owners in property owner associations the limited right to install solar energy devices; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the installation of solar energy devices.

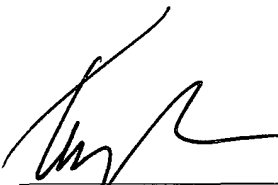
BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the installation of any Solar energy device, as defined by Section 171.107 of the Texas Tax Code (herein, "Device" or "Devices"), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. No Device may be installed on property owned or maintained by the Association nor on property owned in common by the members of the Association.
2. All such Devices must receive architectural approval of the Association prior to installation, pursuant to the Conditions, Covenants, and Restrictions of and for the Association and any and all application procedures currently in effect.
3. No such Devices may be installed on an owner's property other than on the roof of the home, or the roof of another structure owned by the owner which is allowed under a dedicatory instrument, or in a fenced yard or patio owned and maintained by the owner.
4. If a Device is mounted on the roof of the home, it may not extend higher than or beyond the roofline.
5. If a Device is mounted on the roof of the home, it must be in the location designated by the Association unless the alternate location increases the estimated annual energy production of the device as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10% above the energy production of the Device if located in the area designated by the Association.
6. The Device must conform to the slope of the roof and have a top edge that is parallel to the roofline.
7. The frames, support brackets, and visible piping or wiring must be in a silver, black, or bronze tone commonly available in the marketplace.
8. If the Device is located in a fenced yard or patio, the Device may not be taller than the fence line.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

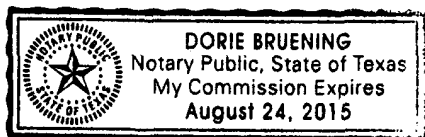
Executed this the 29th day of May, 2012.

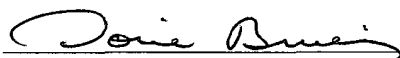
By:  \_\_\_\_\_

Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS                    )  
  )  
COUNTY OF WILLIAMSON        )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.



 \_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

Goodwin Management, Inc.  
11149 Research Blvd., Suite 100  
Austin, Texas 78759

**RESOLUTION ADOPTING FLAG DISPLAY POLICY  
FOR  
Star Ranch Community, Inc.**

WHEREAS, Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) is effective immediately, allowing owners in property owner associations the limited right to display certain flags; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the display of flags.


BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the display of flags in contravention of Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. Flags permitted to be displayed shall be the flag of the United States of America, the flag of the State of Texas, the flag of any governmental subdivision of the State of Texas, and the flag of any branch of the United States armed forces.
2. Flag displays shall be permitted only on property owned by the owner or over which the owner has exclusive control and use.
3. With respect to the United States flag, any such display must be in accordance with 4 U.S.C. Sections 5-10.
4. With respect to the Texas flag, any such display must be in accordance with Chapter 3100, Government Code.
5. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of a permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
6. The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and set backs of record.
7. A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired or removed.
8. No more than one flagpole may be constructed on any property, and no flagpole shall exceed more than 20 feet in height.
9. Flags may not be displayed that exceed a dimension of 8 feet in height by 5 feet in width.
10. Lighting used to illuminate any displayed flag shall not operate to create a nuisance, and shall not illuminate any property other than the owner of such displayed flags property, nor shall it illuminate the interior of any dwelling at any time.
11. No Owner shall allow the external halyard of a flagpole to create noise that can be heard more than twenty-five feet (25') from the flagpole.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

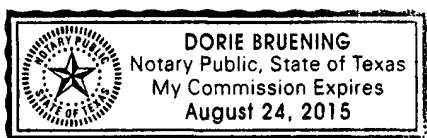
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

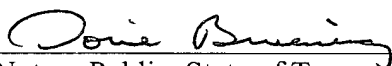
Executed this the 29th day of May, 2012.

By:   
Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS            )  
  )  
COUNTY OF WILLIAMSON    )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.



  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

Goodwin Management, Inc.  
11149 Research Blvd., Suite 100  
Austin, Texas 78759

**RESOLUTION ADOPTING A COLLECTION POLICY  
FOR  
Star Ranch Community, Inc.**

WHEREAS, Texas Property Code §§ 209.0062 & .0064 become effective January 1, 2012, requiring associations to provide notice to members that are delinquent in their assessments by certified mail, return-receipt requested and waiting a period of 30 days for the member to bring their account current or arrange an alternative payment schedule, as prescribed by Texas Property Code § 209.0062, as conditions precedent to holding the member liable for costs of collection of a delinquent account, and

WHEREAS, the Association, desires to modify its current collection policy and operating procedures to comply with the law.

BE IT RESOLVED, that any part of any collections policy currently in effect for the Association that is in conflict with this Resolution is hereby rescinded.

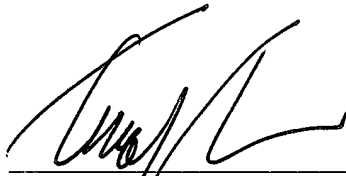
BE IT FURTHER RESOLVED, that the Association's collection policy and process shall be as follows, effective January 1, 2012:

1. Members that are delinquent in the payment of any amount, prior to referral to an attorney for collection of the same, shall be notified by certified mail, return-receipt requested, of: the amount due to the association supported by an itemization of same, notice of the Member's option to enter into an alternative payment schedule based on the Association's policy of record, and their right to a period of 30 days to cure the delinquency before further collection action is taken.
2. The amount of the delinquency that triggers the aforementioned notice shall be determined by the board from time to time.
3. No less than 30 days subsequent to the notice sent pursuant to Number 1 above, the delinquent Member shall be referred to the Association's attorney for collection of all delinquent amounts and administrative fees. At that time, the delinquent Member shall be responsible for all reasonable and necessary attorney fees associated with the collection of the delinquent amount.
4. All other provisions of the Association's current collection policy shall remain in effect as originally written.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

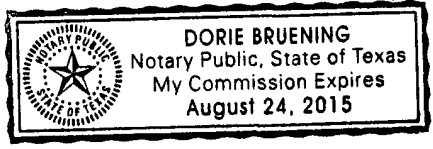
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

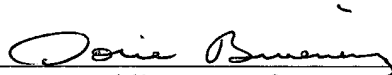
Executed this the 29th day of May, 2012.

By:   
Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS            )  
  )  
COUNTY OF WILLIAMSON    )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.



  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

Goodwin Management, Inc.  
11149 Research Blvd., Suite 100  
Austin, Texas 78759

**RESOLUTION ADOPTING A PAYMENT PLAN GUIDELINES POLICY  
FOR  
Star Ranch Community, Inc.**

WHEREAS Texas Property Code §§ 209.0062(d) becomes effective January 1, 2012, requiring associations to develop payment plan policies allowing members that are delinquent in their assessments to arrange an alternative payment schedule to avoid incurring additional costs of collection and to file the same in the real property records of each county wherein the association is located, and

WHEREAS, the Association, desires to set forth its guidelines for alternative payment schedules.

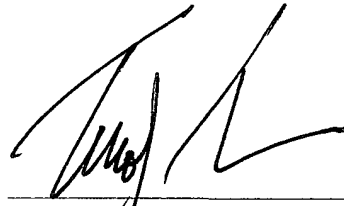
BE IT RESOLVED, that the Association hereby adopts the following guidelines:

1. Any Member that is delinquent in the payment of any amount may enter into a payment plan with the Association.
2. No Member shall be entitled to enter into a payment plan if such Member was in violation of any payment plan with the Association in the previous two-year period prior to the request for payment plan.
3. Payment plans shall be for a period not to exceed 3 months, shall include all amounts owed by the Member, shall include all amounts that will come due during the term of the plan, shall include all amounts for the cost of the administration of the payment plan as indicated in Number 7 below, and each payment there under shall be equal.
4. After a member is notified of a delinquency in the payment of amounts due to the Association, the member shall have a period of 30 days within which to request a payment plan. A payment plan will be prepared and delivered to the member within said 30 day period. The member must execute and return the payment plan along with the first payment due under the plan within said 30 day period.
5. If the member does not execute and deliver the payment plan to the Association within said 30 day period, it shall be conclusively presumed that the owner does not elect to enter into a payment plan and no further alternative payment schedules shall be offered.
6. Any payment returned for insufficient funds shall be a breach of the payment plan agreement.
7. Members shall be responsible for all legal fees associated with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the payment plan.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

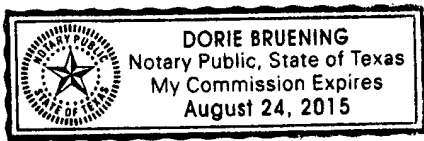
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

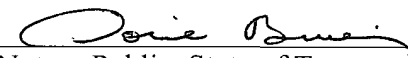
Executed this the 29th day of May, 2012.

By:   
Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS                    )  
  )  
COUNTY OF WILLIAMSON        )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.



  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

Goodwin Management, Inc.  
11149 Research Blvd., Suite 100  
Austin, Texas 78759

**RESOLUTION ADOPTING BOARD MEETING NOTICE PROCEDURE  
FOR  
Star Ranch Community, Inc.**

WHEREAS Texas Property Code § 209.0051(e) becomes effective January 1, 2012, requiring associations to provide notice to all members of Board Meetings, and

WHEREAS, the Association, desires to set forth its guidelines for providing notice for Board Meetings.

BE IT RESOLVED, that the Association hereby adopts the following guidelines:

Notice of all Board Meetings, to include the general subject of a regular or special Board Meeting, including a general description of any matter to be brought up in deliberation in executive session, will be:


1. Mailed to each property owner, at the address previously provided by such owner, no later than the 10<sup>th</sup> day, nor earlier than the 60<sup>th</sup> day, before the date of the meeting, OR
2. Provided at least 72 hours before the start of the meeting by:
  - a. Posting the written notice in a conspicuous manner at a place reasonably designed to provide notice to property owners OR posting the notice on an internet site maintained by the Association or its agent, and
  - b. Sending the notice by email to each owner who has registered an email address with the association. The Association shall maintain on its internet site a place for residents to register their email address.

Members are hereby advised that Texas Property Code § 209.0051(f) requires them to register their email address with the Association and update it from time to time. Failure to do so will likely result in said Member not receiving notice of meetings.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

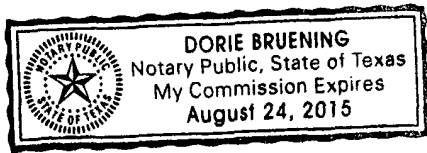
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

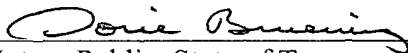
Executed this the 29th day of May, 2012.

By:   
Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS            )  
  )  
COUNTY OF WILLIAMSON    )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.



  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

Goodwin Management, Inc.  
11149 Research Blvd., Suite 100  
Austin, Texas 78759

**RESOLUTION ADOPTING A RECORDS PRODUCTION AND COPYING POLICY  
FOR  
Star Ranch Community, Inc.**

WHEREAS Texas Property Code § 209.005(i) becomes effective January 1, 2012, requiring associations to file a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested by a Member.

WHEREAS, failing the existence of such a policy, the Association shall be liable to compile and produce such records, but shall not be entitled to charge for same.

BE IT RESOLVED, that the following shall be the Association's policy for records production and copying:

Upon receipt of a proper request for information, by a proper party pursuant to Texas Property Code § 209.005(c), the Association shall make the records described by § 209.005 available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Texas Property Code § 209.005, including the withholding of certain information described therein.

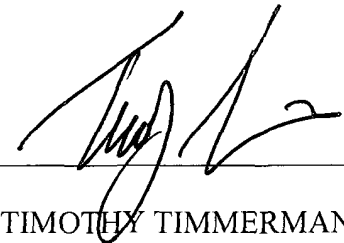
Further, the Association itself or by and through its agent or manager, shall charge as follows when it is required to produce records accordingly:

- a. \$15 per hour for any labor associated with the compilation or production of any requested information.
- b. \$.10 per page for photocopies.
- c. \$1.00 per CD or \$3.00 for DVD.
- d. To the extent that the aforementioned charges may exceed those allowed by current or future law, the charges shall be reduced to the legal maximum limit.
- e. Members may be required to pay an estimated cost in advance of the compilation/production and copying process with a final reconciliation to be prepared after the compilation/production and copying is performed. Any costs over the amount prepaid by the member may be charged to the member's account as an assessment. Any overpayment by the member shall be promptly refunded.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

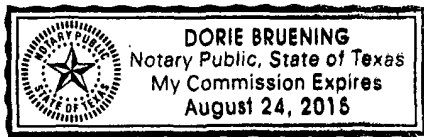
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

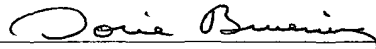
Executed this the 29th day of May, 2012.

By:   
Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS            )  
  )  
COUNTY OF WILLIAMSON    )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.



  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

Goodwin Management, Inc.  
11149 Research Blvd., Suite100  
Austin, Texas 78759

**RESOLUTION ADOPTING A RECORDS RETENTION POLICY  
FOR  
Star Ranch Community, Inc.**

WHEREAS Texas Property Code § 209.005(m) becomes effective January 1, 2012, requiring associations to adopt policies to retain certain records for minimum periods of time.

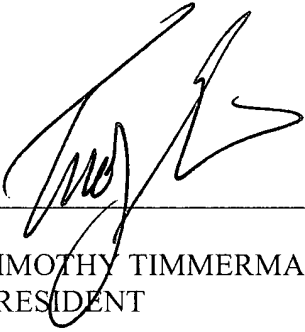
BE IT RESOLVED, that the following is the Association's policy for records retention:

1. Formation documents, bylaws, CCRs – permanently
2. Financials – 7 years
3. Owner account records – 5 years
4. Contracts with a one year term or more – 4 years from the date of termination.
5. Board meeting minutes – 7 years
6. Tax returns and audits – 7 years

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

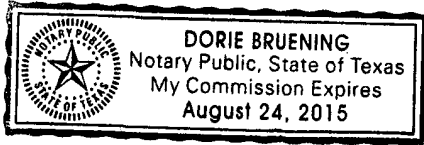
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective September 1, 2011.

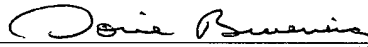
Executed this the 29th day of May, 2012.

By:   
Name: TIMOTHY TIMMERMAN  
Title: PRESIDENT

STATE OF TEXAS            )  
  )  
COUNTY OF WILLIAMSON    )

This instrument was acknowledged before me on this the 29th day of May, 2012, by Timothy Timmerman, President of and for the Association, for the purposes therein expressed.

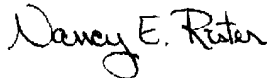


  
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

① Goodwin Management, Inc.  
11149 Research Blvd., Suite 100  
Austin, Texas 78759

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2012071178**



08/31/2012 11:08 AM

MARIA \$76.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS



AFTER RECORDING RETURN TO:

ROBERT D. BURTON  
WINSTEAD PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
EMAIL: [RBURTON@WINSTEAD.COM](mailto:RBURTON@WINSTEAD.COM)

11-GF# 201401314 JPB  
RETURN TO: HERITAGE TITLE  
401 CONGRESS, SUITE 1500  
AUSTIN, TEXAS 78701

## STAR RANCH

### THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Cross reference to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended.

**THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

**STAR RANCH**

This Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements (the "**Amendment**") is made by **SR INVESTMENTS, LTD.**, a Texas limited partnership ("**Declarant**"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, respectively, as amended (collectively, the "**Master Declaration**").

B. Pursuant to *Section 8.03* of the Master Declaration, the Master Declaration may be amended by Declarant acting alone, by recording in the Official Public Records of Travis and Williamson Counties, Texas, an instrument setting forth the amendment executed and acknowledged by Declarant.

C. Declarant desires to amend the Master Declaration as set forth in this Amendment.

**NOW THEREFORE**, Declarant hereby amends and modifies the Master Declaration as follows:

1. **Amendment of Section 5.05.** The following *Section 5.05(G)* is hereby added to the Declaration:

G. **Other Exemptions.** Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; or (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit or (iii) reduce the levy of Assessments against any unplatted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this Section, the duration of the delay or the amount of the reduction will be set forth in a Recorded written instrument. Declarant may terminate, extend, or modify any delay or reduction set forth in a previously Recorded instrument by the Recordation of a replacement instrument. Declarant or the

Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

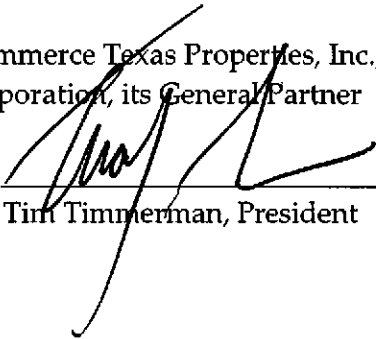
2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Master Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective the 12 day of December, 2014.

**DECLARANT:**

**SR INVESTMENTS, LTD.,**  
a Texas limited partnership

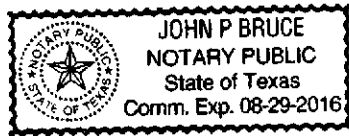
By: Commerce Texas Properties, Inc., a Texas corporation, its General Partner

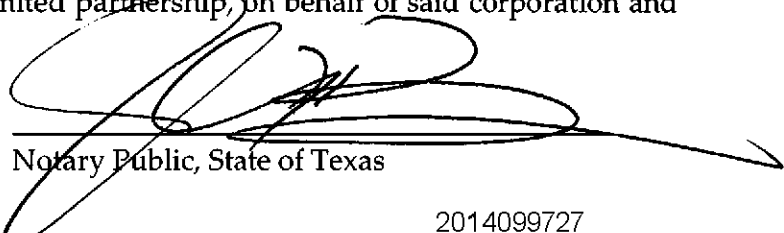
By:   
Tim Timmerman, President

STATE OF TEXAS           §  
  §  
COUNTY OF Tarrant   §

This instrument was acknowledged before me on the 12 day of December, 2014, by Tim Timmerman, President of Commerce Texas Properties, Inc., a Texas corporation, the General Partner of SR Investments, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

[seal]



  
Notary Public, State of Texas

2014099727  
Electronically Recorded  
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk  
12/15/2014 3:42 PM

Pages: 3           Fee: \$29.00  
Williamson County Texas

**AFTER RECORDING RETURN TO:**

Robert D. Burton  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: rburton@winstead.com

11-GF# 201401314 JPB  
RETURN TO: HERITAGE TITLE  
401 CONGRESS, SUITE 1500  
AUSTIN, TEXAS 78701



**STAR RANCH**

**NOTICE OF EXEMPTION OF  
ASSESSMENTS**

Cross reference to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended.

**NOTICE OF EXEMPTION OF ASSESSMENTS  
STAR RANCH**

This Notice of Exemption of Assessment (this "Notice") is made and executed by **SR INVESTMENTS, LTD.**, a Texas limited partnership ("Declarant"), and is as follows:

1. **Authority Under Declaration.** Pursuant to *Section 5.09(g)* of that certain Star Ranch Master Declaration of Covenants, Conditions, Restriction and Easements recorded as Document No. 2003030745 and Document No. 2003012152, Official Public Records of Travis and Williamson Counties, respectively, as amended (collectively, the "**Master Declaration**"), Declarant may, in its sole discretion, elect to exempt or delay the levy of Assessment attributable to any portion of the Property or any Lot.

2. **Reduction of Assessments.** Declarant hereby elects to exempt the levy of regular Assessments against the Lots owned by KB Home Lone Star, Inc., a Texas corporation ("**KB Home**") (individually, a "**Benefited Lot**" and collectively the "**Benefited Lots**"). The exemption in Assessments as to each Benefited Lot will expire upon the date KB Home is no longer the Owner of the Benefited Lot.

The exemption of Assessments as to the Benefited Lots is personal to KB Home and does not inure to the benefit of KB Home's successors or assigns. In addition, the exemption of Assessments as to the Benefited Lots is only effective so long as KB Home is in the business of constructing residences for resale to third parties and intends to construct a residence on the Benefited Lot(s) for resale to a third party.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Declaration.

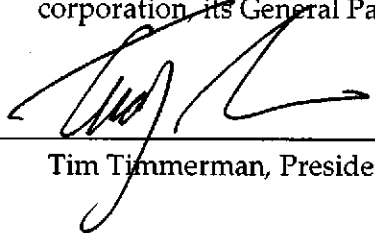
EXECUTED to be effective as of the 12 day of December 2014 (the "Effective Date").

[SIGNATURE PAGE TO FOLLOW]

**DECLARANT:**

**SR INVESTMENTS, LTD.,**  
a Texas limited partnership

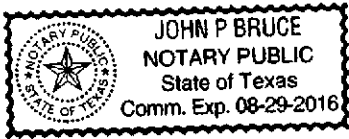
By: Commerce Texas Properties, Inc., a Texas  
corporation, its General Partner

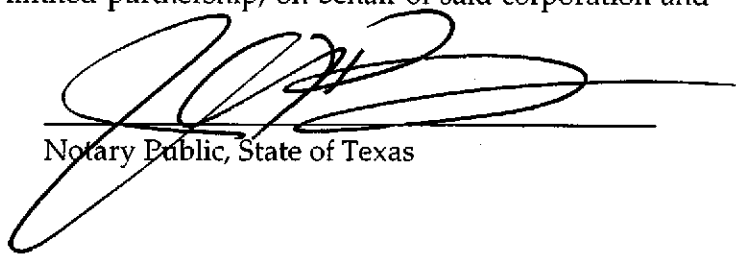
By:   
Tim Timmerman, President

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 12 day of December, 2014, by Tim Timmerman, President of Commerce Texas Properties, Inc., a Texas corporation, the General Partner of SR Investments, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

[seal]



  
Notary Public, State of Texas

2014099730  
Electronically Recorded  
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk  
12/15/2014 3:42 PM

Pages: 3           Fee: \$29.00  
Williamson County Texas



## PLAT MAP RECORDING SHEET

**DEDICATOR: SR INVESTMENTS, LTD  
COMMERCE TEXAS PROPERTIES, GENERAL PARTNER  
COMMERCE TEXAS PROPERTIES, INC, GENERAL PARTNER  
TIM TIMMERMAN, PRESIDENT**

**SUBDIVISION NAME: STAR RANCH SECTION 7, PHASE 4**

**PROPERTY IS DESCRIBED AS: 21.39 ACRES OUT OF THE JAMES H NEILEY  
SURVEY, ABSTRACT NUMBER 485 AND THE  
ROBERT MCNUTT SURVEY, ABSTRACT NUMBER  
422, IN WILLIAMSON COUNTY, TEXAS.**

**SUBMITTED BY: CITY OF HUTTO; YVETTE GLOVER, (512) 759-5964**

**DIGITALLY RECORDED**

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2015093053**

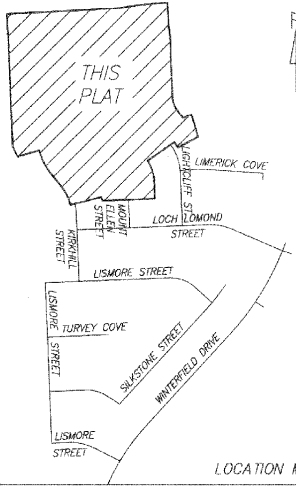
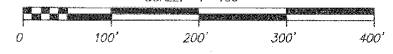


*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas  
October 21, 2015 03:35 PM  
FEE: \$241.00 CTIDWELL

**STAR RANCH SECTION 7 PHASE 4**  
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



**NEW STREETS:**

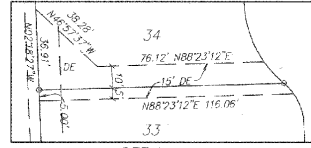
NAME	LENGTH	DESIGN SPEED
KIRKHILL STREET	1737'	25
LIGHTCLIFF STREET	660'	25
MOUNT ELLEN STREET	981'	25
WEST HIGHFIELD STREET	190'	25
<b>TOTAL:</b>	<b>3568'</b>	

**SITE DATA:**  
TOTAL AREA OF THIS PLAT: 21.39 ACRES  
98 SINGLE FAMILY LOTS  
1 LIFT STATION LOT (23A, BLOCK A)  
1 DRAINAGE EASEMENT LOT (24A, BLOCK A)  
5 BLOCKS  
RIGHT OF WAY: 4.15 ACRES

**BUILDING SETBACKS:**

- 25' FRONT
- 15' STREET SIDE
- 5' SIDE
- 10' REAR

- LEGEND:**
- = 1/2" IRON ROD FOUND
  - = 1/2" IRON ROD SET WITH RJ SURVEYING CAP
  - PUE = PUBLIC UTILITY EASEMENT
  - BL = BUILDING SETBACK LINE
  - DE = DRAINAGE EASEMENT
  - (A) = BLOCK NAME
  - = SIDEWALK REQUIRED
  - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY



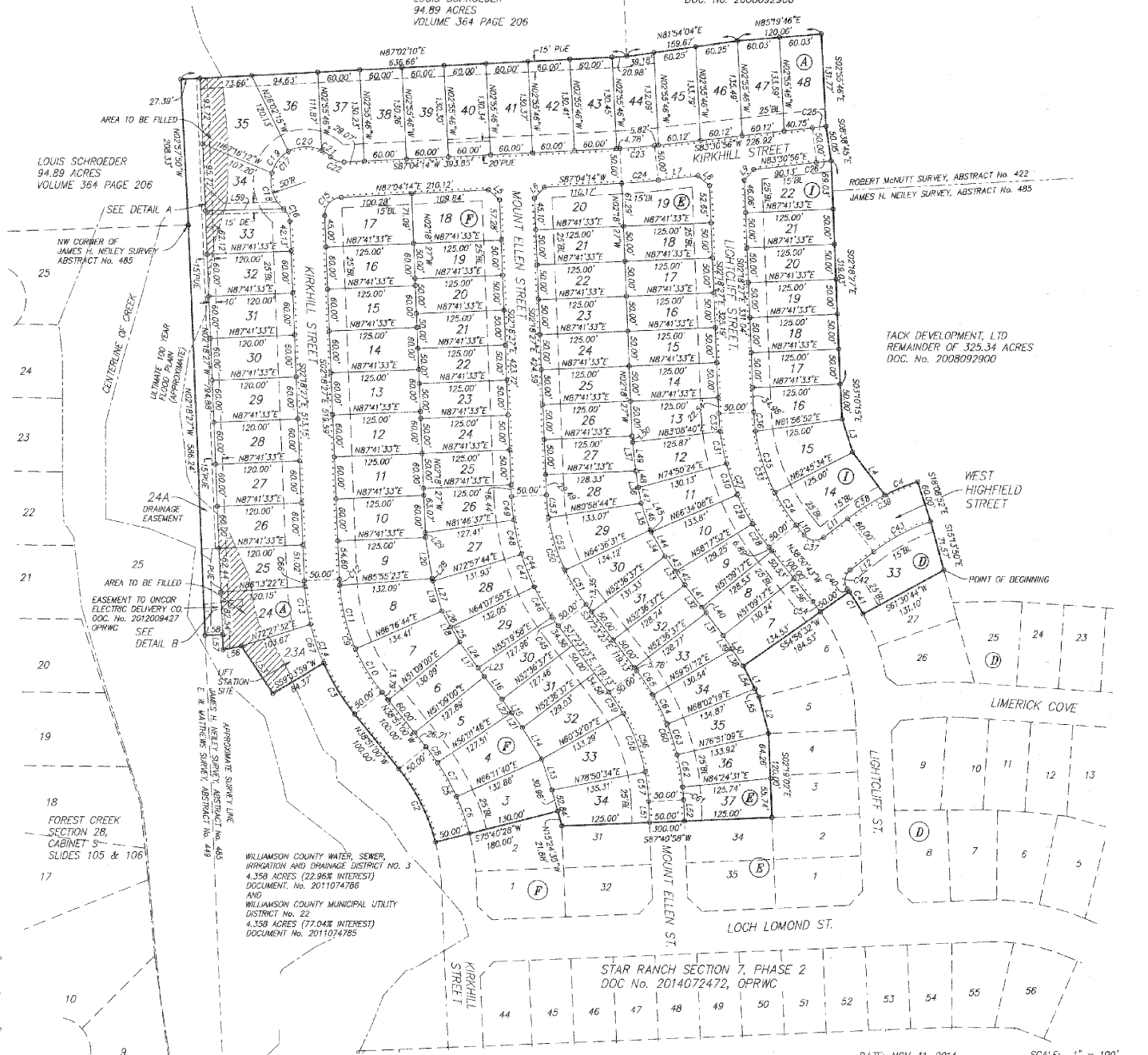
DETAIL A  
SCALE: 1" = 40'

**MINIMUM FLOOR ELEVATIONS:**  
LOT BLOCK ELEVATION (NAVD 88)

24 A	678.0
25 A	678.0
26 A	673.0
27 A	673.0
28 A	673.0
29 A	673.0
30 A	673.0
31 A	673.0
32 A	673.0
33 A	673.0
34 A	673.0
35 A	673.0

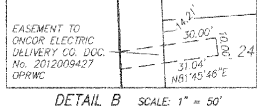
LOUIS SCHROEDER  
94.89 ACRES  
VOLUME 364 PAGE 206

TACK DEVELOPMENT, LTD  
REMAINDER OF 325.34 ACRES  
DOC. No. 2008092900



LOUIS SCHROEDER  
94.89 ACRES  
VOLUME 364 PAGE 206

TACK DEVELOPMENT, LTD  
REMAINDER OF 325.34 ACRES  
DOC. No. 2008092900



DETAIL B  
SCALE: 1" = 50'

DATE: NOV. 11, 2014 SCALE: 1" = 100'

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817 F-9784

**RJ SURVEYING & ASSOCIATES, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

DOC# 2015093053

STAR RANCH SECTION 7 PHASE 4  
WILLIAMSON COUNTY, TEXAS

DESCRIPTION:

THAT PART OF THE JAMES H. NEILEY SURVEY, ABSTRACT No. 485 AND THE ROBERT McNUIT SURVEY, ABSTRACT No. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 325.34 ACRE TRACT OF LAND CONVEYED TO TACK DEVELOPMENT, LTD., BY DEED RECORDED IN DOCUMENT No. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set at the Northeast Corner of Lot 27, Block D, Star Ranch Section 7, Phase 2, according to the plat thereof recorded in Document No. 2014072472 of the Official Public Records of Williamson County, Texas;

THENCE along the North Line of said plat the following nine courses:

- 1. S.61°30'44"W a distance of 131.10 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
2. Northwesteally along the arc of said curve, a distance of 37.27 feet, said curve having a radius of 325.00 feet, a central angle of 06°34'11" and a chord bearing N.31°46'22"W, 37.25 feet to a 1/2" iron rod set;
3. S.54°56'32"W a distance of 184.53 feet to a 1/2" iron rod set;
4. THENCE S.26°39'06"E a distance of 49.77 feet to a 1/2" iron rod set;
5. THENCE S.14°33'00"E a distance of 53.52 feet to a 1/2" iron rod set;
6. THENCE S.02°19'02"E a distance of 120.00 feet to a 1/2" iron rod set;
7. THENCE S.87°40'58"W a distance of 300.00 feet to a 1/2" iron rod set;
8. THENCE N.15°24'35"W a distance of 21.88 feet to a 1/2" iron rod set;
9. THENCE S.75°40'28"W a distance of 180.00 feet to a 1/2" iron rod set in the East Line of that 4.358 Acre Tract (22.95% interest) conveyed to Williamson County Water, Sewer, Irrigation and Drainage District No. 3 by deed recorded in Document No. 2011074786 of the Official Public Records of Williamson County, Texas, and Williamson County Municipal District No. 22 (77.04% interest) by deed recorded in Document No. 2011074785 of the Official Public Records of Williamson County, Texas, and to a point on a non-tangent curve to the left;

THENCE along the Easterly and Northeastery Line of said 4.358 Acre Tract the following eight courses:

- 1. Northwesteally along the arc of said curve, a distance of 117.71 feet to a 1/2" iron rod set, said curve having a radius of 275.00 feet, a central angle of 24°31'28" and a chord bearing N.26°35'16"W, 116.81 feet to a 1/2" iron rod set;
2. N.38°51'00"W a distance of 100.00 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Northwesteally along the arc of said curve to the right a distance of 85.77 feet, said curve having a radius of 325.00 feet, a central angle of 15°07'11", and a chord bearing N.31°17'22"W, 85.52 feet to a 1/2" iron rod set;
4. S.59°03'59"W a distance of 84.37 feet to a 1/2" iron rod set;
5. N.33°41'29"W a distance of 81.35 feet to a 1/2" iron rod set;
6. S.78°19'56"W a distance of 26.38 feet to a 1/2" iron rod set;
7. N.02°18'27"W a distance of 21.66 feet to a 1/2" iron rod set;
8. S.87°41'33"W a distance of 25.00 feet to a 1/2" iron rod set in the West Line of said 325.34 Acre Tract;

THENCE N.02°18'27"W along said West Line a distance of 586.24 feet to a 1/2" iron rod found at the Northwest Corner of said James H. Neiley Survey, Abstract No. 485;

THENCE N.02°57'50"W along the West Line of said 325.34 Acre Tract a distance of 208.33 feet to a 1/2" iron rod set at the Westerly Northwest Corner of said 325.34 Acre Tract;

THENCE N.87°02'10"E along a North Line of said 325.34 Acre Tract a distance of 636.66 feet to a 1/2" iron rod set;

THENCE across said 325.34 Acre Tract the following 11 courses:

- 1. N.81°54'04"E a distance of 159.67 feet to a 1/2" iron rod set;
2. N.85°19'46"E a distance of 120.06 feet to a 1/2" iron rod set;
3. S.02°55'46"E a distance of 131.77 feet to a 1/2" iron rod set;
4. S.08°58'45"E a distance of 59.05 feet to a 1/2" iron rod set;
5. S.02°18'27"E a distance of 319.03 feet to a 1/2" iron rod set;
6. S.03°10'15"E a distance of 50.00 feet to a 1/2" iron rod set;
7. S.17°38'47"E a distance of 50.00 feet to a 1/2" iron rod set;
8. S.36°32'35"E a distance of 76.33 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
9. Northeasteally along the arc of said curve, a distance of 50.63 feet, said curve having a radius of 330.00 feet, a central angle of 08°47'27" and a chord bearing N.67°27'24"E, 50.58 feet to a 1/2" iron rod set;
10. S.18°08'52"E a distance of 60.00 feet to a 1/2" iron rod set;
11. S.15°13'50"E a distance of 71.57 feet to the said Point of Beginning.

Containing 21.39 acres, more or less.

Bearings are Texas State Plane Central Zone NAD 83

CURVE TABLE with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD BRNG, CHORD. Contains 67 rows of curve data.

LINE TABLE with columns: LINE, LENGTH, BEARING. Contains 159 rows of line data.

NOTES:

- 1. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS.
2. NO BUILDINGS, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN IN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HULLTO AND WILLIAMSON COUNTY.
3. THE PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY WILLIAMSON COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
4. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
6. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
7. WATER AND WASTEWATER WILL BE PROVIDED BY WILLIAMSON COUNTY MUD 22.
8. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003012152 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
9. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF EACH STREET. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
10. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
11. THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 22 DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
12. IN ADDITION TO THOSE EASEMENTS SHOWN HEREON, A 10' PUE (PUBLIC UTILITY EASEMENT) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED, A 5' PUE (PUBLIC UTILITY EASEMENT) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE AND REAR LOT LINES.
13. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN THE 10' PUE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.

DATE: NOV. 11, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

Doc# 2015093053

S:\L\A\22201-2250\2204\06\02204-plat.dwg 11/20/2014 9:44:18 AM CST

STAR RANCH SECTION 7 PHASE 4  
WILLIAMSON COUNTY, TEXAS

DEDICATION

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT

SR INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH COMMERCE TEXAS PROPERTIES, GENERAL PARTNER, TIM TUMMERMAN, PRESIDENT, BEING THE OWNER OF THAT 21.39 ACRE TRACT OF LAND CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2015012190 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE ACRES AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON.

WE DO HEREBY APPROVE THE RECORDEMENT OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "STAR RANCH SECTION 7 PHASE 4" AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

SR INVESTMENTS, LTD.

BY: COMMERCE TEXAS PROPERTIES, INC., GENERAL PARTNER

BY: Tim Tummerman  
TIM TUMMERMAN, PRESIDENT  
2490 FM 685  
HURTO, TEXAS 78634

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

BEFORE ME, ON THIS DAY PERSONALLY APPEARED TIM TUMMERMAN, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28 DAY OF September, A. D., 20 15.

Cassandra Jordan  
NOTARY PUBLIC SIGNATURE

Cassandra Jordan  
NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES: 2/25/17



SEAL

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

J. Kenneth Weigand 9/22/2015  
J. KENNETH WEIGAND DATE  
R.P.L.S. NO. 5741  
STATE OF TEXAS



ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C00515E, EFFECTIVE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

R. Brent Jones 9/22/15  
R. BRENT JONES DATE  
LICENSED PROFESSIONAL ENGINEER NO. 92671  
1212 E. BRAKER LANE  
AUSTIN, TEXAS 78753



IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS, I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Dan A. Gattis 10-21-2015  
DAN A. GATTIS, COUNTY JUDGE DATE  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 15<sup>th</sup> DAY OF October, A. D. 2015, AT 3:15 O'CLOCK P. M. AND DULY RECORDED ON THE 21<sup>st</sup> DAY OF October, A. D. 2015, AT 2:35 O'CLOCK P. M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT No. 2015093053

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK,  
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: Cynthia Tidwell  
DEPUTY Cynthia Tidwell



APPROVAL

CITY OF HURTO

THIS PLAT IS HEREBY APPROVED FOR RECORDING BY THE CITY COUNCIL OF THE CITY OF HURTO, THIS 15<sup>th</sup> DAY OF October, 2015.

Devin Steward 10-15-15 MS 10-15-15  
MAYOR, CITY OF HURTO DATE CITY SECRETARY DATE

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HURTO, THIS 15<sup>th</sup> DAY OF October, 2015.

Helen Ramirez  
HELEN RAMIREZ, AICP, DIRECTOR  
CITY OF HURTO, DEVELOPMENT SERVICES DEPARTMENT

DATE: NOV 11, 2014  
RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817 F-9784  
RJ SURVEYING & ASSOCIATES, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817 F-10015400

ST. CLAIR 02/01/2014 09:00:00 17/20/2014 9:44:18 AM CST

STREET NAMES APPROVED

DATE: 9/20/15  
Cody Dinger  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

Doc # 2015093053



AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: [rburton@winstead.com](mailto:rburton@winstead.com)

STAR RANCH  
NOTICE OF APPLICABILITY  
SECTION 7, PHASE 4  
SINGLE-FAMILY RESIDENTIAL

Cross Reference to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended, and the Development Area Declaration for Star Ranch, Section 7, Phase 1A recorded as Document No. 2012007706 in the Official Public Records of Williamson County, Texas.

**NOTICE OF APPLICABILITY OF  
MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR STAR RANCH, SECTION 7, PHASE 4  
(Single Family Residential)**

This Notice of Applicability of Master Declaration of Covenants, Conditions, Restrictions and Easements For Star Ranch, Section 7, Phase 4 (Single Family Residential), is made and executed by **SR INVESTMENTS, LTD.**, a Texas limited partnership ("**Declarant**") and is as follows:

**RECITALS:**

1. **Applicability of Master Declaration to Development Area.** This Notice of Applicability is filed with respect to Lots 25 through 48, Block A; Lot 33, Block D; Lots 7 through 37, Block E; Lots 3 through 34, Block F; and Lots 14 through 22, Block I, located within Star Ranch Section 7, Phase 4, a subdivision located in Williamson County, Texas, according to the map or plat (the "**Plat**") recorded as Document No. 2015093053 in the Official Public Records of Williamson County, Texas (the "**Development Area**"). Pursuant to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2006078077 and Document No. 2006036948, Official Public Records of Travis and Williamson Counties, Texas, respectively, and as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2011182421 and Document No. 2011084308, Official Public Records of Travis and Williamson Counties, Texas, respectively (collectively, the "**Master Declaration**"), Declarant served notice that portions of the property described on Exhibit "A" to the Master Declaration, upon the filing of appropriate notices of applicability from time to time, may be made a part of the Development (therein and herein so called) and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Declaration.

2. **Development Area Incorporated Into Development.** The provisions of the Master Declaration and the terms and provisions of that certain Development Area Declaration For Star Ranch, Section 7, Phase 1A (Single Family Residential), recorded in Document No. 2012007706 in the Official Public Records of Williamson County, Texas, shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Declaration.

3. **Miscellaneous.** This notice constitutes a notice of applicability under *Section 11.05* of the Master Declaration. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Declaration.

EXECUTED to be effective as of the 18 day of November, 2015.

DECLARANT:

SR INVESTMENTS, LTD., a Texas limited partnership

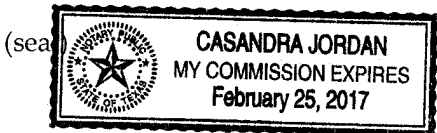
By: Commerce Texas Properties, Inc., a Texas corporation, its General Partner

By: [Signature]  
Tim Timmerman, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this 18 day of November, 2015, by Tim Timmerman, President of Commerce Texas Properties, Inc., a Texas corporation, General Partner of SR Investments, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

[Signature]  
Notary Public, State of Texas



① SR INVESTMENTS  
2490 FM 485  
Hutto TX 78634

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2015101651

[Signature]  
Nancy E. Rister, County Clerk  
Williamson County, Texas  
November 19, 2015 12:34 PM  
FEE: \$29.00 VPAVLOVICH



**AFTER RECORDING RETURN TO:**

**ROBERT D. BURTON  
WINSTEAD PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
EMAIL: [RBURTON@WINSTEAD.COM](mailto:RBURTON@WINSTEAD.COM)**

## **STAR RANCH**

### **FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

Cross reference to Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended.

**FOURTH AMENDMENT TO MASTER DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**STAR RANCH**

This Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements (the "Amendment") is made by SR INVESTMENTS, LTD., a Texas limited partnership ("Declarant"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and 2003012152, Official Public Records of Travis and Williamson Counties, respectively, as amended (collectively, the "Master Declaration").

B. Pursuant to *Section 8.03* of the Master Declaration, the Master Declaration may be amended by Declarant acting alone, by recording in the Official Public Records of Travis and Williamson Counties, Texas, an instrument setting forth the amendment executed and acknowledged by Declarant.

C. Declarant desires to amend the Master Declaration as set forth in this Amendment.

NOW THEREFORE, Declarant hereby amends and modifies the Master Declaration as follows:

1. Amendment of Section 3.03. The following *Section 3.03(g)* is hereby added to the Declaration:

(g) Meetings of the Members. Notwithstanding anything to the contrary in the Articles or Bylaws, meetings of the Members shall be held where designated by the Board, either within the Property or as convenient thereto as possible and practical. The Board may choose to hold meetings of the Members by means of video conferencing software (such as Zoom, Microsoft Teams or similar type product), conference by telephone, or other electronic means that allows for real-time audio or audio-visual communication between the meeting participants.

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 having the total number of votes of the Association necessary to enact the action taken, as determined under this Declaration.

The Board may permit Members to vote by any method allowed by Section 22.160(b)(c) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. This Section may not be used to avoid the requirement of an annual meeting.

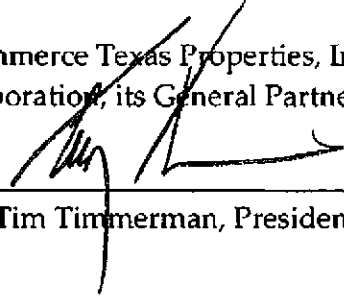
2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Master Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective the 20 day of November, 2020.

**DECLARANT:**


**SR INVESTMENTS, LTD.,**  
a Texas limited partnership

By: Commerce Texas Properties, Inc., a Texas corporation, its General Partner

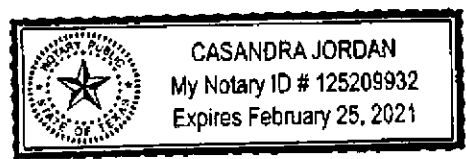
By:   
Tim Timmerman, President

STATE OF TEXAS           §  
  §  
COUNTY OF Williamson §

This instrument was acknowledged before me on the 20 day of November, 2020, by Tim Timmerman, President of Commerce Texas Properties, Inc., a Texas corporation, the General Partner of SR Investments, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

  
Notary Public, State of Texas

[seal]



**ELECTRONICALLY RECORDED  
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Pages: 4 Fee: \$29.00  
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*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**AFTER RECORDING RETURN TO:**  
**WINSTEAD PC**  
**401 CONGRESS AVE., SUITE 2100**  
**AUSTIN, TEXAS 78701**  
**AVALDES@WINSTEAD.COM**



# **STAR RANCH**

*Travis County, Texas*  
*Williamson County, Texas*

**STAR RANCH COMMUNITY, INC.**

**[AMENDED AND RESTATED FLAG POLICY]**

Reference the Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and as Document No. 2003012152, Official Public Records of Travis and Williamson Counties, Texas (the "Covenant"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Covenant.

## INTRODUCTION

This Amended and Restated Flag Policy (this "**Supplement**") is made by **STAR RANCH COMMUNITY, INC.**, a Texas non-profit corporation (the "**Association**"), and is as follows:

**A.** Pursuant to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and as Document No. 2003012152, Official Public Records of Travis and Williamson Counties, Texas, respectively, as amended (the "**Master Declaration**"), the Association was created to administer the terms and conditions of the Master Declaration. The Association adopted a Flag Policy recorded as Document No. 2012071178, Official Public Records of Williamson County, Texas (the "**Flag Policy**").

**B.** Pursuant to *Section 3.04(a)* of the Master Declaration, the Association may make, establish, promulgate and amend from time to time, rules, regulations and Bylaws not in conflict with the Master Declaration, as it deems proper.

**C.** The Association, acting by and through its Board of Directors (the "**Board**"), has approved this Amended and Restated Flag Policy to replace the Flag Policy. This Supplement may be amended by a Majority of the Board.

**D.** Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Master Declaration.

EXECUTED to be effective as of the date this Supplement is Recorded.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 26<sup>TH</sup>  
day of April, 2024.

**ASSOCIATION:**

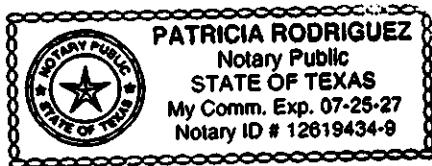
**STAR RANCH COMMUNITY, INC.**  
a Texas non-profit corporation

By: [Signature]  
Printed Name: Erik Anderson  
Title: President

STATE OF TEXAS           §  
  §  
COUNTY OF Williamson

This instrument was acknowledged before me on the 26 day of April, 2024,  
by Erik Anderson, President of STAR RANCH COMMUNITY,  
INC., a Texas non-profit corporation on behalf of said corporation.

[seal]



[Signature]  
Notary Public, State of Texas

**STAR RANCH COMMUNITY, INC.**  
**AMENDED AND RESTATED FLAG POLICY**

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements, recorded as Document No. 2003030745 and as Document No. 2003012152, Official Public Records of Travis and Williamson Counties, Texas (the "Covenant").

**A. ARCHITECTURAL REVIEW APPROVAL.**

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of any state or territory of the United States, seasonal decorative flags, an official or replica flag of any branch of the United States Military, or a flag with the official insignia, of a college or university, ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"); provided, however, no flagpole shall be affixed to the residence if the exterior of such residence is owned or maintained by the Association or owned in common by members of the Association. Only two (2) Permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ACC.

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles in the front yard area of any Lot or Condominium Unit ("**Freestanding Flagpole**"). Only one (1) Freestanding Flagpole is permitted per Lot or Condominium Unit. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state, and federal laws. Notwithstanding anything herein to the contrary, no Lot or Condominium Unit shall be permitted to have a Freestanding Flagpole in the rear yard of such Lot or Condominium Unit. Only Permitted Flagpoles are allowed in the rear yard of a Lot or Condominium Unit.

**B. PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by members of the Association will not be approved. A Flagpole Application submitted to install a Freestanding Flagpole in the rear yard of a Lot or Condominium Unit will not be approved. Any proposal to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (i) No more than two (2) flags are permitted per Lot or Condominium Unit. If a Freestanding Flagpole is installed, then only one (1) Permitted Flagpole is allowed;
- (ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (vi) Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (vii) Any Permitted Flag, Permitted Flagpole, and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;
- (viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property;

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole must be secured so as to eliminate noise from flapping against the metal of the Permitted Flagpole or Freestanding Flagpole;

(x) Flags visible from the exterior of a Lot or Condominium Unit may be hung only on a Permitted Flagpole or Freestanding Flagpole;

(xi) Flags which display trademarks or advertising, and battle flags and similar flags which, in the ACC's sole and absolute discretion, are intended to, or tend to, incite, antagonize, or make political statements for any party or candidate, are not permitted; and

(xii) Flags shall be maintained in good condition and shall not be displayed if mildewed, tattered, or faded beyond recognition. Flags or weather-vanes shall not be erected on top of any roof.

**ELECTRONICALLY RECORDED  
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*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

## **MANAGEMENT CERTIFICATE**

In compliance with the provisions of Section 209.004 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Subdivision:** Star Ranch
2. **Name of the Association:** Star Ranch Community, Inc.
3. **Recording data for the Subdivision:**

Star Ranch Sec 1, according to the plat recorded in document 2003004134, Star Ranch Sec 2, according to the plat recorded in document 2005041686, Star Ranch Sec 2 amended, according to the plat recorded in document 2006062975, Star Ranch Sec 6, according to the plat recorded in document 2007022448, Star Ranch Sec 5 Ph 1, according to the plat recorded in document 2007040529, Star Ranch Sec 4, according to the plat recorded in document 2007047353, Star Ranch Sec 5 Ph 2, according to the plat recorded in document 2008070506, Star Ranch Sec 7 Ph 1A, according to the plat recorded in document 2012004051, Star Ranch Sec 7 Ph 1 B, according to the plat recorded in document 2013048482, Star Ranch Sec 7 Ph 2, according to the plat recorded in document 2014072472, Star Ranch Townhomes, according to the plat recorded in document 2015002810, Star Ranch Sec 7 Ph 4, according to the plat recorded in document 2015093053, Star Ranch, according to the plat recorded in document 2015075882, Star Ranch Sec 7 Ph 5, according to the plat recorded in document 2017016026, Star Ranch Sec 4 revised, according to the plat recorded in document 2017041809, Star Ranch Sec 4 amended, according to the plat recorded in document 2017105665, Star Ranch Sec 7 Ph 3, according to the plat recorded in document 2018043970, Star Ranch Sec 7 Ph 6, according to the plat recorded in document 2018045811, Star Ranch Sec 7 Ph 7, according to the plat recorded in document 2020028016, Star Ranch Sec 7 Ph 8-10, according to the plat recorded in document 2021021096, Official Public Records, Williamson County, Texas.

4. **Recording data for the Declaration and Declaration amendments:**

Documents 2003012152, 2003012618, 2003012619, 2003014725, 2004014169, 2004053623, 2004053624, 2005032988, 2005038528, 2006036947, 2006036948, 2006036949, 2006036950, 2007046344, 2007046345, 2008010588, 2008010589, 2008010590, 2008010591, 2008075703, 2008092098, 2008092099, 2008092100, 2011083292, 2011084308, 2012007705, 2012007706, 2013049053, 2014099727, 2014099729, 2017021370, 2017044883, 2017045187, 2018005873, 2018050673, 2019017957, 2019054626, 2020028270, 2020028349, 2020146729, 2021024774, Official Public Records, Williamson County, Texas.

5. **Name and mailing address of the Association:** Star Ranch Community, Inc.  
, c/o Goodwin & Company, PO Box 203310, Austin, TX 78720

6. **Name, mailing address, phone number & email for designated representative:**

**Goodwin & Company**  
**PO Box 203310, Austin, TX**  
**855.289.6007**  
**Info@goodwintx.com**

7. **Website address where all dedicatory instruments can be found:**

<https://asta.sites.townsq.io/> or [www.goodwintx.com](http://www.goodwintx.com) , use the "find my community" search bar to locate the community webpage

8. **Fees charged by Association related to a property transfer:**

Working Capital: \$250  
Resale Certificate: \$375  
Resale Certificate Update: \$75  
Rush Fees to expedite Resale Certificate delivery in advance of 10 business day requirement:  
- 1 business day: \$350 / 3 business days: \$250 / 5 business days: \$150 / 7 business days: \$100  
Compliance Inspection Fee (optional): \$150  
Transfer Fee: \$340  
Deactivation Fee: \$20

This management certificate is filed of record in Williamson County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.

*Kaci Maglich*

By: Kaci Maglich, Managing Agent for Star Ranch Community, Inc., Duly Authorized Agent  
Signed: October 10, 2024

**AFTER RECORDING RETURN TO:**  
**Goodwin & Company**  
**PO Box 203310**  
**Austin, TX 78720-3310**

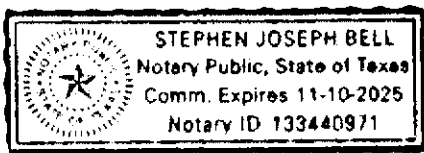
STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

This instrument was signed before me on 10/10/24, and it was acknowledged that this instrument was signed by Kaci Maglich for the purposes and intent herein expressed.

By: *Stephen Bell*  
Notary Public, State of Texas



**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

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10/17/2024 10:37 AM

OSALINAS



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas