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PLAT MAP RECORDING SHEET

INSTRUMENT # - DOC# 9510499

RECORDING - Robinson Ranch

Doc# : 9510499
Rec. \$ 131.00
Date : 03-17-1995
Time : 08:36:37 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK

SUBDIVISION NAME - Milwood, Section 36.

MAP RECORDED IN CABINET L SLIDE 320, 321, 322 & 323

PROPERTY FORMERLY KNOWN AS:

24.52 ac. Williamson Baker Sy, A 64, WCT out of 1228.77 ac. 1197-164

H-city of Austin

INSTRUMENT DATE - 11-10-94

FILE DATE - FILED FOR RECORD

MAR 17 1995

Elaine Bizzell
County Clerk, Williamson Co. TX

MILWOOD SECTION THIRTY-SIX

Doc. # 9510499
Rec. # 111-95
Date: 11-19-94
Type: 2 (Subdiv) P.M.
Filed & Recorded in
Official Records
of Williamson County, TX.
Book 11211
Page 111

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS: THAT ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, HAVING ITS HOME OFFICE IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACTING HEREIN BY AND THROUGH ITS GENERAL PARTNERS AND CO-INDEPENDENT EXECUTORS, CHARLOTTE DIES ROBINSON, A. H. ROBINSON, III, FLORA ROBINSON COSPER, GEORGE E. ROBINSON, JOHN OSCAR ROBINSON, AND JAMES E. ROBINSON, BEING OWNERS OF 24.52 ACRES OF LAND OUT OF THE W. J. BAKER SURVEY, ABSTRACT 64, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID 24.52 ACRE TRACT BEING A PORTION OF THAT CERTAIN 1228.77 ACRE TRACT CONVEYED BY DEED RECORDED IN VOLUME 1197, PAGE 164, OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 24.52 ACRES IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS "MILWOOD SECTION THIRTY-SIX", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENT AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

PRIOR TO GRADING, ANY TYPE OF BARTH MOVING, CONSTRUCTION OF, ON OR UNDER THE LAND IN THIS SUBDIVISION, A DRAINAGE PLAN DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER SHALL BE SUBMITTED FOR THE PROPOSED DEVELOPMENT, AND MODIFICATION THEREOF TO THE CITY OF AUSTIN AND THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY FOR REVIEW AND APPROVAL. IT IS FURTHER UNDERSTOOD THAT THE ENFORCEMENT OF THE PLAT RESTRICTION IS THE RESPONSIBILITY OF THE DEVELOPER-OWNER; HOWEVER, THE CITY AND COMMISSIONER'S COURT OF WILLIAMSON COUNTY SHALL HAVE THE RIGHT AND AUTHORITY TO ENFORCE THE PLAT RESTRICTIONS THROUGH APPROPRIATE LEGAL PROCEDURES TO PROHIBIT THE CONSTRUCTION, CONNECTION OF UTILITY OR ISSUING OF PERMITS UNLESS OR UNTIL THE REQUIREMENTS OF THE PLAT RESTRICTIONS HAVE BEEN ACHIEVED.

WITNESS MY HAND THIS 10th DATE OF November, 1994.

BY: Charlotte Dies Robinson
CHARLOTTE DIES ROBINSON, INDIVIDUALLY AND AS CO-TRUSTEE OF THE CHARLOTTE DIES ROBINSON EXEMPT MARITAL DEDUCTION TRUST AND AS CO-TRUSTEE OF THE CHARLOTTE DIES ROBINSON NON-EXEMPT MARITAL DEDUCTION TRUST
ITS: GENERAL PARTNER, P.O. BOX 9556, AUSTIN, TEXAS 78766-9556

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 10th DATE OF November, 1994, BY CHARLOTTE DIES ROBINSON.

BY: Melissa K. Miller MELISSA K. MILLER
(NOTARY SIGNATURE) (PRINTED NAME)

MY COMMISSION EXPIRES: 5-9-97

WITNESS MY HAND THIS 10th DATE OF November, 1994.

BY: A.H. Robinson III
A.H. ROBINSON, III, CO-TRUSTEE OF THE CHARLOTTE DIES ROBINSON EXEMPT MARITAL DEDUCTION TRUST AND AS CO-TRUSTEE OF THE CHARLOTTE DIES ROBINSON NON-EXEMPT MARITAL DEDUCTION TRUST
ITS: GENERAL PARTNER, P.O. BOX 9556, AUSTIN, TEXAS 78766-9556

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 10th DATE OF November, 1994, BY A.H. ROBINSON, III.

BY: Melissa K. Miller MELISSA K. MILLER
(NOTARY SIGNATURE) (PRINTED NAME)

MY COMMISSION EXPIRES: 5-9-97

WITNESS MY HAND THIS 3rd DATE OF November, 1994.

BY: Flora Robinson Cosper
FLORA ROBINSON COSPER, CO-TRUSTEE OF THE CHARLOTTE DIES ROBINSON EXEMPT MARITAL DEDUCTION TRUST AND AS CO-TRUSTEE OF THE CHARLOTTE DIES ROBINSON NON-EXEMPT MARITAL DEDUCTION TRUST
ITS: GENERAL PARTNER, P.O. BOX 9556, AUSTIN, TEXAS 78766-9556

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 3rd DATE OF November, 1994, BY FLORA ROBINSON COSPER.

BY: Melissa K. Miller MELISSA K. MILLER
(NOTARY SIGNATURE) (PRINTED NAME)

MY COMMISSION EXPIRES: 5-9-97

WITNESS MY HAND THIS 10th DATE OF November, 1994.

BY: George E. Robinson
GEORGE E. ROBINSON
ITS: GENERAL PARTNER, P.O. BOX 9556, AUSTIN, TEXAS 78766-9556

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 10th DATE OF November, 1994, BY GEORGE E. ROBINSON.

BY: Melissa K. Miller MELISSA K. MILLER
(NOTARY SIGNATURE) (PRINTED NAME)

MY COMMISSION EXPIRES: 5-9-97

WITNESS MY HAND THIS 10th DATE OF November

BY: John Oscar Robinson
JOHN OSCAR ROBINSON, CO-INDEPENDENT EXECUTOR OF THE ESTATE OF VIRGINIA E. ROBINSON, DECEASED
P.O. BOX 9556, AUSTIN, TEXAS 78766-9556

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 10th DATE OF November, 1994, BY JOHN OSCAR ROBINSON.

BY: Melissa K. Miller MELISSA K. MILLER
(NOTARY SIGNATURE) (PRINTED NAME)

MY COMMISSION EXPIRES: 5-9-97

WITNESS MY HAND THIS 3rd DATE OF November, 1994.

BY: James E. Robinson
JAMES E. ROBINSON, CO-INDEPENDENT EXECUTOR OF THE ESTATE OF VIRGINIA E. ROBINSON, DECEASED
P.O. BOX 9556, AUSTIN, TEXAS 78766-9556

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 3rd DATE OF November, 1994, BY JAMES E. ROBINSON.

BY: Melissa K. Miller MELISSA K. MILLER
(NOTARY SIGNATURE) (PRINTED NAME)

MY COMMISSION EXPIRES: 5-9-97

THIS SUBDIVISION HAS BEEN APPROVED FOR CENTRALIZED DELIVERY SERVICE AND THE STREET NAMES ARE APPROVED BY THE POST OFFICE.

APPROVED BY: Melissa K. Miller MELISSA K. MILLER
A/POSTMASTER DATE November 3, 1994

APPROVED FOR ACCEPTANCE:

BY: Abbie Calvert 12/2/94
TRACY E. WATSON, ACTING DIRECTOR,
DEPT. OF PLANNING AND DEVELOPMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION OF THE CITY OF AUSTIN ON THE 21st DAY OF November, 1994, A.D.

BY: Scott R. Roberts CHAIRPERSON-SCOTT R. ROBERTS
Cathy Vasquez SECRETARY-CATHY VASQUEZ
REVILLA

STATE OF TEXAS
COUNTY OF TRAVIS

I, KENTON J. TUNKS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND ENGINEERING AND HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH CHAPTER 13-3 OF THE AUSTIN CITY CODE OF 1991, AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION HAS APPROVED IN WRITING, THE POLLUTION ABATEMENT PLAN.

NO LOT WITHIN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0306, EFFECTIVE TO SEPTEMBER 27, 1991.

ENGINEERING BY RMT/JONES AND NEUSE, INC.

BY: Kenton J. Tunks 11-1-94
KENTON J. TUNKS, P.E., NO. 30580 DATE
912 CAPITAL OF TEXAS HWY. SOUTH, SUITE 300
AUSTIN, TEXAS 78746

SURVEYING BY RMT/JONES AND NEUSE, INC.

BY: Kenton J. Tunks 11-1-94
KENTON J. TUNKS, R.F.L.S. NO. 3777 DATE
912 CAPITAL OF TEXAS HWY. SOUTH, SUITE 300
AUSTIN, TEXAS 78746



Cabinet 1
Slide 320

MILWOOD SECTION THIRTY-SIX

GENERAL NOTE:

"BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS, AND WILLIAMSON COUNTY ON-SITE SEWERAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Paulo Pinto CS 10/6/94
 PAULO PINTO DATE
 DIRECTOR OF ENVIRONMENTAL SERVICES

FIELD NOTES FOR 24.52 ACRES OF LAND OUT OF THE WILLIAMSON BAKER SURVEY, ABSTRACT 64 SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID 24.52 ACRES BEING OUT OF A 1228.77 ACRE TRACT CONVEYED BY DEED RECORDED IN VOL. 1197, PG. 164, OF THE WILLIAMSON COUNTY REAL PROPERTY RECORDS, SAID 24.52 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found in the west right-of-way line of Farmer Lane West, same point being the north corner of Milwood Section Thirty-Five a subdivision recorded in Cabinet L, Slide(s) 51-52, of the Williamson County Plat Records, and from which point a concrete monument bears S18°14'19"E a distance of 1015.10 feet and another concrete monument found at a point of curvature in Farmer Lane West bears N18°14'19"W a distance of 1055.27 feet, said POINT OF BEGINNING being N06°48'38"E a distance of 7010.45 feet from the southwest corner of the said Williamson Baker Survey;

THENCE, S71°45'41"W a distance of 1010.00 feet to a P.L. point same being in the north line of Milwood Section 35;

THENCE S33°50'01"W a distance of 120.00 feet to a P.L. point same being the west corner of Milwood Section 35;

THENCE, N36°09'59"W a distance of 35.17 feet;

THENCE, N18°14'19"W a distance of 944.14 feet to a point same point being in a curve;

THENCE, continuing along a curve to the right an arc distance of 66.00 feet said arc having a radius of 950.00 feet and a chord which bears N69°46'16"E a distance of 65.99 feet to a point of tangency;

THENCE, N71°45'41"E a distance of 534.05 feet;

THENCE, N74°56'28"E a distance of 180.28 feet;

THENCE, N71°45'41"E a distance of 335.00 feet to a point of curvature of a curve to the right, and continuing along said curve having an arc distance of 31.42 feet, having a radius of 20.00 feet and a chord which bears S63°14'19"E a distance of 28.28 feet to a point in the west right-of-way line of Farmer Lane West;

THENCE, along the west right-of-way line of Farmer Lane West, S18°14'19"E a distance of 912.40 feet to the POINT OF BEGINNING containing 24.52 acres more or less.

DIRECTOR OF ENVIRONMENTAL SERVICES

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 THOROUGHFARES 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 PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. IT IS FURTHER UNDERSTOOD THAT UPON COMPLETION OF THE AFORESAID OBLIGATIONS OF THE DEVELOPER AND EITHER 60% OCCUPANCY OF THE LOTS ALONG THE ROADWAYS AND STREETS IN THE SUBDIVISION HAS BEEN ACHIEVED OR THE EXPIRATION OF 2 YEARS FROM THE DATE OF COMPLETION, AND ALL DRIVEWAY DRAINPIPES HAVE BEEN INSTALLED, ON WRITTEN PERMISSION FROM THE COUNTY COMMISSIONERS' COURT, THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF SAID STREETS AND ROADS. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGEWAYS 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 OWNER'S 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 §

I, John Doerfler, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HERON, AND THE SURVEYORS CERTIFICATE APPEARING HERON, THAT "MILWOOD SECTION THIRTY-SIX", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

John Doerfler 3-7-95
 JOHN DOERFLER, COUNTY JUDGE DATE
 WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
 COUNTY OF WILLIAMSON §

I, ELAINE BIZZELL, CLERK OF COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 17th DAY OF March A.D. 1994 AT 8 O'CLOCK A.M., AND DULY RECORDED ON THE 17th DAY OF March, A.D. 1994 AT 11 O'CLOCK A.M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE, IN CABINET 1 AT SLIDE(S) 320 - 325.

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

ELAINE BIZZELL, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS

BY: *Elaine Bizzell*



Cabinet L Slide 321

MILWOOD SECTION THIRTY-SIX

PLAT NOTES:

1. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT:

STREET NAME	SIDEWALK LOCATION AND WIDTH
ALBANIA WAY	BOTH SIDES 4' WIDE
BOLIVIA DRIVE	BOTH SIDES 4' WIDE
GENT DRIVE	BOTH SIDES 4' WIDE
PORTLAND TRAIL	BOTH SIDES 4' WIDE
ROYCE LANE	BOTH SIDES 4' WIDE
RIMINI TRAIL	BOTH SIDES 4' WIDE
ANDERSON MILL ROAD * (SOUTH SIDE 6' WIDE) * (TO BE CONSTRUCTED BY WILLIAMSON COUNTY).	
FARMER LANE	WEST SIDE 6' WIDE

THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.

2. NO LOT SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE NORTH AUSTIN M.U.D. NO. 1 WATER AND WASTEWATER SYSTEM.
3. THIS PROPERTY SHALL BE DEVELOPED AND MAINTAINED IN ACCORDANCE WITH THE AGREEMENT CONCERNING CREATION AND OPERATION OF THE NORTH AUSTIN M.U.D. NO. 1 LAND USE SHALL CONFORM WITH THE REFERENCED CONCEPTUAL PLAN.
4. PRIOR TO CONSTRUCTION ON THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT ESTABLISHED BY THE REGIONAL DETENTION PLANS APPROVED BY THE CITY OF AUSTIN. RUN-OFF EXCESS OF THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION SYSTEM SHALL BE DETAILED BY THE USE OF FLOODING OR OTHER APPROVED METHODS.
5. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE BASEMENTS EXCEPT AS APPROVED BY THE COUNTY ENGINEER OR CITY OF AUSTIN.
6. ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO URBAN STREET STANDARDS.
7. DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS ASSIGNS. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF AUSTIN AND WILLIAMSON COUNTY FOR INSPECTION OF SAID EASEMENTS.
8. THIS SUBDIVISION HAS BEEN APPROVED BY THE WILLIAMSON COUNTY HEALTH OFFICE FOR 135 LOTS WHICH WILL BE SERVED BY THE NORTH AUSTIN M.U.D. NO. 1.
9. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS FOR THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
10. DRIVEWAY ACCESS TO FARMER LANE AND ANDERSON MILL ROAD IS PROHIBITED.
11. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT, FOR REVIEW.
12. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION OF EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
13. NO CUT OR FILL SHALL EXCEED A DEPTH OF FOUR FEET EXCEPT FOR STRUCTURAL EXCAVATION.
14. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
15. THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION CONSTRUCTION AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED 12 1995, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT.

FOR THE CONSTRUCTION AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOLUME 442, PAGE 281 IN THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

16. BUILDING SLAB ELEVATION SHALL BE 1 FOOT ABOVE ANY POINT ON THE LOT WITHIN 5 FOOT OF THE PERIMETER OF THE BUILDING. ADDITIONAL ELEVATION REQUIREMENTS MAY BE IMPOSED BY THE WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS. SOME POINT WITHIN THE FIRST 10 FEET OF DRIVEWAY SHALL HAVE THE SAME OR GREATER ELEVATION AS THE TOP OF THE CURB ACROSS THE ENTIRE WIDTH OF THE DRIVEWAY.

17. RESPONSIBILITY FOR DRAINAGE IS NOT TO BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

18. FOR RESTRICTIONS PERTAINING TO THIS SMALL LOT SUBDIVISION, SEE THE "DECLARATION OF RESTRICTIONS" RECORDED IN VOLUME 442, PAGE 282 OF THE WILLIAMSON COUNTY DEED RECORDS.

19. SLOPE NOTE: SITE LOCATION HAS 9% TO 15% SLOPES.

20. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

21. NO PERMANENT STRUCTURES SHALL BE ALLOWED TO BE CONSTRUCTED WITHIN THE 25 FOOT ELECTRIC EASEMENT. ANY LANDSCAPING SHALL BE LIMITED TO SMALL PLANTS AND SHRUBS. QUESTIONS CONCERNING PERMITTED TYPES OF PLANTS AND SHRUBS SHOULD BE ADDRESSED BY THE ELECTRIC UTILITY DEPARTMENT ARBORIST. THE ELECTRIC UTILITY DEPARTMENT HAS THE RIGHT TO CUT AND TRIM TREES AND SHRUBBERY AND REMOVE OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THEM CLEAR OF SAID ELECTRIC LINES AND SYSTEMS.

22. THE BOUNDARY OF THIS PLAT WAS SURVEYED ON THE GROUND UNDER MY SUPERVISION AND I CERTIFY THAT THE BEARINGS AND DISTANCES SHOWN HEREON ARE TRUE AND CORRECT AND CONFORM TO THE ACCURACY STANDARDS OF THE TEXAS MANUAL OF SURVEYING PRACTICES.

Kenton J. Parks
KENTON J. PARKS, R.P.L.S. 5771

23. MILWOOD SECTION 36 CONTAINS THE FOLLOWING ROADWAYS (THE FOOTAGE OF ROADWAYS IS SHOWN):

ALBANIA WAY - 840	ADMIN TRAIL - 625
BOLIVIA DRIVE - 985	ROYCE LANE - 790
GENT DRIVE - 840	PORTLAND TRAIL - 780

24. SIDEWALKS ALONG FARMER LANE ARE REQUIRED TO BE CONSTRUCTED BY THE PROPERTY OWNER AFTER THE ABUTTING ROADWAY IS IMPROVED AND CONCRETE CURBS ARE IN PLACE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.

Cabinet 1
Slide 3-22

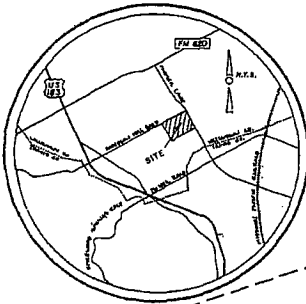
MILWOOD SECTION THIRTY-SIX

R.O.W. CURVE TABLE

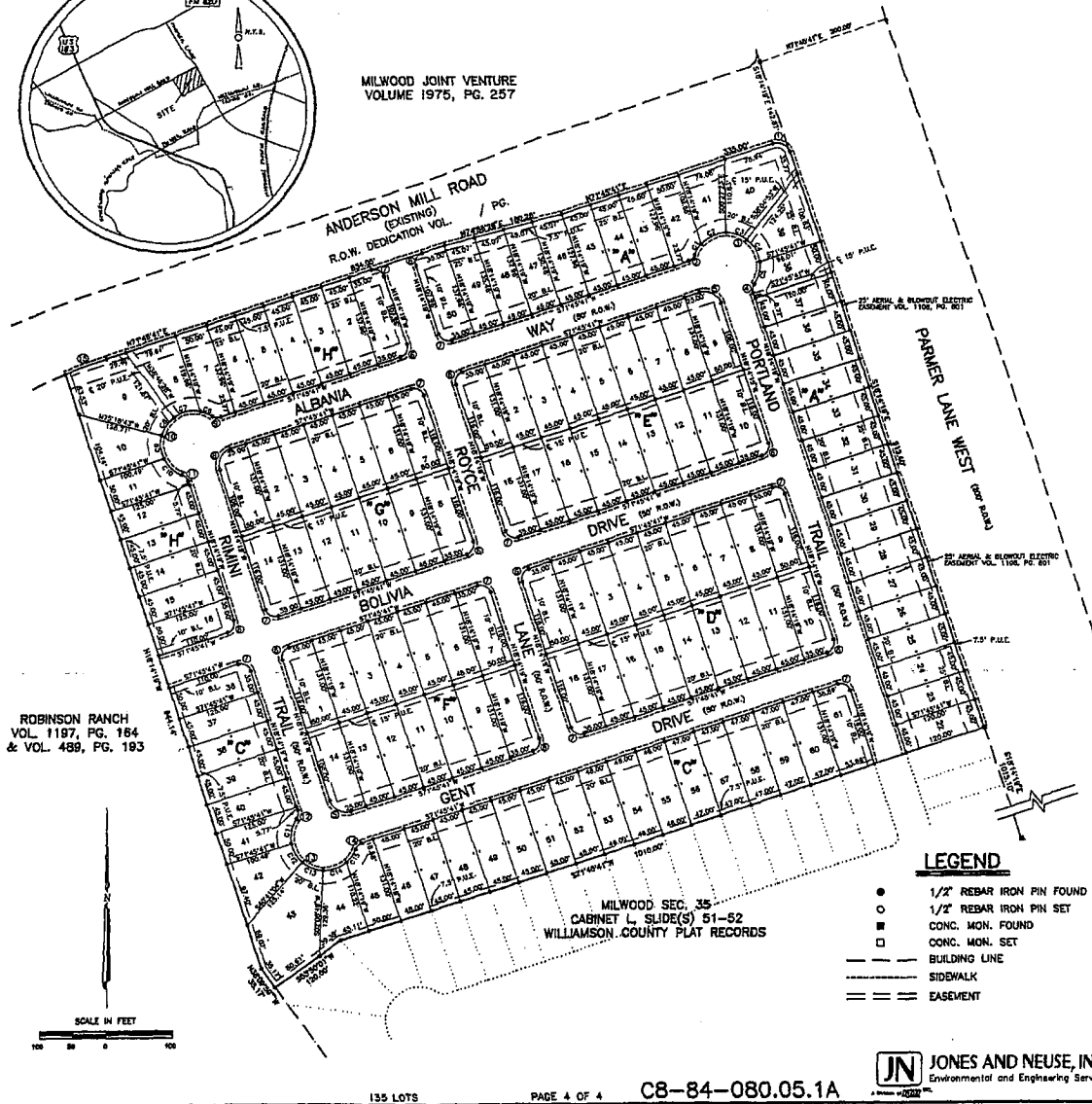
CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
01	90°00'00"	20.00'	31.42'	20.00'	S83°14'19" E	28.35'
02	90°00'00"	15.00'	23.56'	15.00'	S49°45'05" W	15.00'
03	180°00'00"	20.00'	31.42'	20.00'	N83°14'19" W	28.35'
04	90°00'00"	15.00'	23.56'	15.00'	N07°48'17" E	13.17'
05	90°00'00"	15.00'	23.56'	15.00'	N87°48'17" W	13.17'
06	90°00'00"	20.00'	31.42'	20.00'	N07°48'17" E	21.91'
07	90°00'00"	15.00'	23.56'	15.00'	N29°31'47" W	21.91'
08	90°00'00"	15.00'	23.56'	15.00'	S78°48'17" E	21.91'
09	90°00'00"	15.00'	23.56'	15.00'	N07°48'17" E	13.17'
10	90°00'00"	15.00'	23.56'	15.00'	S22°45'41" W	18.22'
11	90°00'00"	15.00'	23.56'	15.00'	S44°18'02" W	11.18'
12	90°00'00"	15.00'	23.56'	15.00'	S07°48'17" W	13.17'
13	90°00'00"	20.00'	31.42'	20.00'	S83°14'18" E	28.35'
14	90°00'00"	15.00'	23.56'	15.00'	N07°48'17" E	13.17'
15	90°00'00"	20.00'	31.42'	20.00'	N07°48'18" E	28.35'

LOT CURVE TABLE

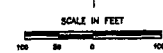
CURVE NO.	RADIUS	ARC	CHORD BEARING	CHORD
C1	50.00'	19.37'	S20°45'08" E	18.10'
C2	50.00'	41.77'	N05°29'08" E	40.50'
C3	50.00'	33.43'	S7°11'13" E	32.50'
C4	50.00'	36.48'	S29°18'56" E	35.44'
C5	50.00'	35.33'	S13°15'24" W	34.62'
C6	50.00'	16.32'	N07°15'43" W	15.10'
C7	50.00'	42.56'	S77°29'57" W	41.10'
C8	50.00'	51.63'	S33°19'52" E	50.50'
C9	50.00'	35.78'	S02°47'57" E	35.00'
C10	50.00'	38.39'	S44°18'37" E	37.44'
C11	50.00'	35.37'	S17°47'44" E	34.54'
C12	50.00'	34.14'	S59°45'11" E	33.38'
C13	50.00'	31.45'	S48°35'08" E	30.90'
C14	50.00'	38.48'	N70°03'47" E	37.34'
C15	50.00'	24.70'	N37°53'37" E	24.48'



MILWOOD JOINT VENTURE
VOLUME 1975, PG. 257



Cabinet L Slide 323



SMALL LOT, DEFERRED OPTIONAL HOA

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
MILWOOD SECTION 36

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

THAT WHEREAS, ROBINSON RANCH, a Texas partnership and AUSTIN WHITE LIME COMPANY, a Texas limited partnership (collectively, "Declarant") are the owners of certain real property located in Williamson County, Texas, as more particularly described as MILWOOD SECTION 36, a subdivision of record in Williamson County, Texas, according to the map or plat of record in Cabinet L Slides 320 323 , Official Records of Williamson County, Texas (the "Property"); and

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

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development (in accordance with Section 13-2-435 of the City of Austin Land Development Code, if applicable, which terms and requirements of Section 13-2-435 are incorporated herein by reference), and sale of the Property for the benefit of the present and future owners of the Property:

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I

DEFINITIONS

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

- 1.01. Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of Improvements upon the Property.
- 1.02. Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time.
- 1.03. Articles. "Articles" shall mean the Articles of Incorporation of Milwood Section 36 Owners Association, Inc., which will be filed in the office of the Secretary of State of the State of Texas, as the same are from time to time amended.
- 1.04. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of this Declaration.
- 1.05. Association. "Association" shall mean and refer to Milwood Section 36 Owners Association, Inc., a Texas non-profit corporation created or to be created pursuant to Section 6.01 of the Declaration.
- 1.06. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.
- 1.07. Board. "Board" shall mean the Board of Directors of the Association.
- 1.08. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, as the same are from time to time amended.
- 1.09. Common Area and Facilities. "Common Area and Facilities" shall mean Lots and other properties designated by Declarant and conveyed to the Association for the common benefit of the Owners. Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association from time to time and at any time. If and at the time Declarant annexes additional real property to the Property in accordance with Section 2.02 hereof, additional Common Area and Facilities may be designated.

**OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS**

1.10. Declarant. "Declarant" shall mean ROBINSON RANCH and AUSTIN WHITE LIME COMPANY and their duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of ROBINSON RANCH and AUSTIN WHITE LIME COMPANY, as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11. Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

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

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

1.14. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership rights in the Association.

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

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

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

1.18. Person. "Person" or "Persons" shall mean any individual(s), entity or entities having the legal right to hold title to real property.

1.19. Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.20. Plat. "Plat" shall mean the subdivision plat of Milwood Section 36, a subdivision of record in Cabinet 1, Slides 320-323, Plat Records of Williamson County, Texas, as the same may be amended from time to time.

1.21. The Restrictions. The "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Association Rules, the Architectural Committee Rules, and the Articles and Bylaws.

1.22. Subdivision. "Subdivision" shall mean Milwood Section 36, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet 1, Slides 320-323, Plat Records of Williamson County, Texas.

ARTICLE II

DEVELOPMENT OF THE PROPERTY

2.01. Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions.

2.02. Addition of Land. Declarant may, at any time and from time to time, add land to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added land, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Williamson County, Texas, a notice of addition of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the volume and page numbers of the Williamson County Official Records wherein this Declaration is recorded;

- (B) A statement that the provisions of this Declaration shall apply to the added land; and
- (C) A legal description of the added land.

ARTICLE III

GENERAL RESTRICTIONS

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

3.01. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Committee.

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

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

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

3.05. Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.06. Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Property. No Owner may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate, not more than two (2) of which may be dogs. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.07. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view. Each Owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity.

3.08. Maintenance. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. Declarant, the Association, and the Architectural Committee shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; to paint, repair, or otherwise maintain any Improvements in need thereof; and to charge the cost thereof to the Owner of the Lot as provided in Section 6.05(E) hereof.

3.09. Antennae. No exterior radio or television antenna or aerial or satellite dish receiver shall be erected or maintained on any Lot. The foregoing notwithstanding, in the event the absolute prohibition of such antenna or receivers is invalidated or held to be unenforceable in any respect, then no exterior radio or television antenna, satellite dish or similar device shall be permitted to be erected or placed on any Lot unless the same is screened from view from adjoining Lots, streets and other portions of the Subdivision.

3.10. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except for (i) signs which are part of Declarant's overall marketing or construction plans or activities for the Property and (ii) one (1) sign of not more than five (5) square feet, advertising any property within the Subdivision for sale or rent. All merchandising, advertising and sales programming shall be subject to the approval of the Architectural Committee.

3.11. Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be visible from any other portion of the Property.

3.12. Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. Notwithstanding any provision in this Declaration to the contrary, an Owner shall be permitted, without Architectural Committee approval, to erect one (1) outbuilding on the Owner's Lot if (i) the surface area of the pad on which the outbuilding is placed is less than or equal to eighty (80) square feet, (ii) the height of the outbuilding, measured from the surface of the Lot to the highest portion of the outbuilding is less than or equal to six (6) feet, (iii) the outbuilding is constructed within an area completely enclosed by a privacy fence of not less than six (6) feet in height, (iv) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot, and (v) the outbuilding is constructed within building setback lines in accordance with applicable building codes of the governmental entity having jurisdiction over the Property. The Architectural Committee shall be entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure and construction materials.

3.13. Unightly Articles; Vehicles. No article deemed to be unightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other above-mentioned articles or vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No (i) racing vehicles, or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard three-quarter (3/4) ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Subdivision.

3.14. Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3.15. Compliance with the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Control Committee, the Board on behalf of the Association, an aggrieved Owner, or, if applicable, the Municipal Utility District having jurisdiction over the Property.

3.16. Liability of Owners for Damage to Common Area and Facilities. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area and Facilities without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to (i) the Common Area and Facilities, or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in Section 8.05 hereof, including, but not limited to foreclosure of such lien.

3.17. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or

may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE IV

USE AND CONSTRUCTION RESTRICTIONS

4.01. Approval for Construction. No improvements shall be constructed upon any Lot without the prior written approval of the Architectural Committee.

4.02. Use. All Lots, unless dedicated to the Association Common Area and Facilities, shall be improved and used solely for single family residential use, inclusive of an attached private garage for not more than three (3) cars, fencing and such other improvements as are necessary or customarily incident to residential use.

4.03. Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months.

4.04. Height. No improvement greater than thirty-five (35) feet in height may be constructed on any Lot.

4.05. Fences and Sidewalks. The design, construction materials, height and location of all fences shall be approved by the Architectural Committee. In no event shall any fence or wall be erected, placed or altered on a lot nearer to the front street than the front wall of the single family dwelling which is located on the Lot and no hedge may be installed or maintained more than three (3) feet in front of the wall of the single family dwelling which is located on the Lot and closest to the front property line of the Lot. The Owner of each Lot shall construct, at its sole cost and expense and prior to occupying any improvement located on the Lot, a sidewalk, located and designed in conformance with the Plat, to the extent the Plat requires a sidewalk on such Owner's Lot. The foregoing provision may not be amended or altered without the express written consent of the Planning Department of Austin, Texas.

4.06. Dwelling Size; Building Materials. All single-story dwellings shall contain not less than 700 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports. All two-story dwellings shall contain not less than 900 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports. All building materials shall be approved by the Architectural Committee, and only new building materials (except for used brick) shall be used for constructing any improvements. Exposed metal roof decks which reflect light in a glaring manner such as galvanized steel sheets are specifically prohibited. Other roofing materials may be used with the prior written consent of the Architectural Committee, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or shall be of a color approved by the Architectural Committee. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any improvements.

The masonry requirements for single and two-story dwellings shall be as follows:

One-Story Dwellings. The exterior walls of all single family dwellings shall be constructed of twenty-five percent (25%) masonry, exclusive of roofs, eaves, soffits, windows, gables, garage doors and trim work.

Two-Story Dwellings. The exterior walls of the first floor of all single family dwellings shall be constructed of twenty-five percent (25%) masonry, exclusive of roofs, eaves, soffits, windows, gables, garage doors and trim work.

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

4.08. Garbage Containers. The Architectural Committee shall have the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash collection service.

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

4.10. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed

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

4.11. Section 13-2-435 Restrictions. The following restrictions shall apply to each Lot located on the Property which has an area of less than 5,750 square feet:

- (A) The minimum area of each Lot, except a corner Lot, shall be 3,600 square feet.
- (B) The minimum area of a corner Lot shall be 4,500 square feet.
- (C) Except as provided below, the minimum width of each Lot shall be forty (40) feet.
- (D) The minimum width of a corner Lot shall be fifty (50) feet.
- (E) Lots fronting on a cul-de-sac shall have a minimum chord width of thirty-three (33) feet at the arc formed by the street line, a minimum chord width of forty (40) feet at the front building setback line, and shall have a minimum width between side lot lines of forty (40) feet at all points fifty (50) feet or more to the rear of the street line.
- (F) The minimum front yard setback for each Lot shall be twenty (20) feet.
- (G) The minimum street side yard setback for any corner Lot shall be ten (10) feet.
- (H) Each Lot may have one (1) zero lot line, provided that the combined side yard setback of the Lot is not less than ten (10) feet.
- (I) The minimum distance between single family dwellings on adjoining Lots shall not be less than ten (10) feet. A patio and patio cover may be constructed in a dominant side yard (the side yard of a Lot having the larger width) within this ten (10) foot area, but at least six (6) feet unobstructed clearance between the patio cover and the roof line on the dwelling on the adjoining lot shall be maintained.
- (J) The wall of any single family dwelling built on a zero lot line or within less than five feet of the common side lot line shall be constructed and maintained as a solid opaque plane, containing neither window nor door openings nor any other type of openings.
- (K) The minimum rear yard setback shall be five (5) feet, exclusive of drainage easements; provided, however, when there is a private access easement at the rear of the Lot, there shall be a minimum setback of ten (10) feet between such access easement and any building or fence.
- (L) The maximum building coverage on each Lot shall be forty-five percent (45%) of the Lot area.
- (M) The maximum impervious coverage on each Lot shall be fifty-five percent (55%) of the Lot area.
- (N) No Lot shall have more than one (1) single family dwelling unit.
- (O) The maximum height of any building shall be thirty-five (35) feet.
- (P) Three (3) off-street parking spaces, one of which shall be covered, are required for each dwelling unit.
- (Q) A maintenance easement is hereby reserved on the dominant side of any common side lot line adjacent to a small Lot having a dwelling unit constructed on or within less than five (5) feet of the common lot line in order to facilitate the customary maintenance of the structure and fixtures, including site drainage, located on the subordinate side (the side yard of a Lot having a smaller width) of such common lot line. Each maintenance easement shall be a minimum of five (5) feet in width and extend the full length and parallel to the common side lot line.

- (R) A use easement is hereby reserved on the subordinate side of any common side lot line in order to facilitate the use, enjoyment and privacy of the dominant side yard by the occupant of the dwelling on the side of the common side lot line having the dominant yard.
- (S) The maintenance of all Common Area and Facilities and easements created pursuant to this Declaration or the Plat shall be the responsibility of the Owners of the Lot to which the Common Area and Facilities or easement is adjacent to or located upon. In the event an Association is established pursuant to Section 6.01, the maintenance of all Common Area and Facilities and easements, other than those easements established pursuant to this Section 4.11, may be transferred to, and accepted by, the Association.

ARTICLE V

COMMON AREA AND FACILITIES

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

5.02. Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, if any, shall be entitled to participate in the proceedings incident thereto. The expense of participation in such proceedings by the Association shall be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association. The Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to contest or defend any such proceedings, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of condemnation.

ARTICLE VI

THE ASSOCIATION

6.01 OPTIONAL ASSOCIATION. THE PROVISIONS CONTAINED IN THIS ARTICLE VI AND RELATED PROVISIONS ELSEWHERE IN THIS DOCUMENT 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 ASSOCIATION AND SHALL HAVE NO OBLIGATION TO DO SO. THIS ARTICLE VI AND THE PROVISIONS EXPRESSLY RELATED TO THIS ARTICLE VI SHALL HAVE NO LEGAL OR OTHER EFFECT UNLESS AND UNTIL (1) DECLARANT ELECTS TO CREATE THE ASSOCIATION AS EVIDENCED BY THE DECLARANT'S INCORPORATION OF THE ASSOCIATION AND ISSUANCE OF ARTICLES OF INCORPORATION BY THE SECRETARY OF STATE OF TEXAS, OR (2) DECLARANT ACCEPTS, WHICH ACCEPTANCE SHALL BE IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION, A PETITION IN RECORDABLE FORM SIGNED BY A MAJORITY OF OWNERS (EXCLUDING DECLARANT) OF LOTS WITHIN THE PROPERTY, EACH LOT BEING ALLOCATED ONE (1) VOTE. IN THE EVENT DECLARANT ELECTS TO ACCEPT THE PETITION PURSUANT TO SECTION 6.01(2) ABOVE, DECLARANT SHALL INCUR NO EXPENSE RELATED TO THE INCORPORATION OR ORGANIZATION OF THE ASSOCIATION. HOWEVER, ANY ASSOCIATION CREATED SUBSEQUENT TO DECLARANT'S ACCEPTANCE OF THE PETITION PURSUANT TO SECTION 6.01(2) ABOVE, SHALL BE EMPOWERED TO REIMBURSE ALL REASONABLE INCORPORATION AND ORGANIZATION EXPENSES ADVANCED BY ANY MEMBER. IN THE EVENT DECLARANT NO LONGER OWNS ANY PORTION OF THE PROPERTY ENCUMBERED BY THIS DECLARATION, A MAJORITY OF OWNERS (EXCLUDING DECLARANT) OF LOTS WITHIN THE PROPERTY, EACH LOT BEING ALLOCATED ONE (1) VOTE, MAY ELECT TO CREATE AN ASSOCIATION, AND DECLARANT'S ACCEPTANCE PURSUANT TO SECTION 6.01(2) SHALL NOT BE NECESSARY. DECLARANT SHALL BE UNDER NO OBLIGATION TO CREATE A HOMEOWNER'S ASSOCIATION.

6.02. Organization. Any Association formed pursuant to Section 6.01, shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.03. Membership. Any Person 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 which qualifies

the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

6.04. Voting Rights. There shall be two classes of membership for the purpose of voting on any Association matter. The Class A Members shall include each Owner (excluding Declarant) of a Lot within the Property and each such Owner shall have one (1) vote for each Lot owned. The Class B Member shall be the Declarant and Declarant shall have one (1) vote for each Lot owned by Declarant and five (5) votes for each Lot owned by any party other than Declarant. The Class B membership shall terminate at such time as the Declarant no longer owns any portion of the Property. Until such time as the Class B membership terminates, the Class B Member shall be vested with sole and exclusive voting rights on matters pertaining to the Association.

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

- (A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact the Association Rules and Bylaws. The content of the Association Rules and Association Bylaws may be established by the Board, provided the same are not in conflict with this Declaration.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (C) Records. To keep books and records of the Association's affairs.
- (D) Assessments. To levy Assessments as provided in Article VIII below. An Assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VIII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right Of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot and into any improvement thereon, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and the improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for regular Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors, or assigns.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

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

- (A) To accept, own, operate and maintain all Common Area and Facilities which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real or personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, painting, mowing and removal of rubbish or debris of any kind.
- (B) To pay all real and personal property taxes and other taxes and Assessments levied upon or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that such taxes and Assessments are not levied directly upon the Members of the Association. The Association shall have all rights granted by law to contest the legality of the amount of such taxes and Assessments.

- (C) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Area and Facilities. Such insurance shall be in an amount as the Board shall deem appropriate.

ARTICLE VII

ARCHITECTURAL COMMITTEE

- 7.01. Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting Members ("Voting Members"), and such additional nonvoting Members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee: Steve Herring, Bryan Rome and Terry E. Mitchell.
- 7.02. Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.
- 7.03. Advisory Members. The Voting Members may from time to time designate Advisory Members.
- 7.04. Term. Each Voting Member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.
- 7.05. Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all Voting Members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all Voting Members of the Architectural Committee.
- 7.06. Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.
- 7.07. Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or documents deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property, and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.
- 7.08. Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. Anything herein to the contrary notwithstanding, the Architectural Committee is hereby authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, masonry requirements, fences and setbacks and such decision shall be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form, and must be signed by at least two (2) of the Voting Members of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

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

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

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

7.12. Address. Plans and Specifications shall be submitted to the Architectural Committee at 11911 Burnet Road, Austin, Texas 78758, Attn: Steve Herring, or such other address as may be designated from time to time.

7.13. Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE VIII

FUNDS AND ASSESSMENTS

8.01. Assessments.

- (A) The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots, except that (i) no Assessments hereunder shall be levied against Declarant, and (ii) no Assessments hereunder shall be levied against any Lot purchased by a homebuilder pursuant to a contract with Declarant for construction of a single family dwelling for a period of six (6) months from the date of closing of the purchase of the Lot by the homebuilder.
- (B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.
- (C) Each unpaid Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.02. 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.

8.03. Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, which shall be limited to the costs incurred pursuant to the powers granted to the Association in Section 8.06 and the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the maximum regular annual Assessments per Lot permitted hereunder be increased by more than ten percent (10%) per year.

8.04. Owner's Personal Obligation for Payment of Assessments. The regular Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any

such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of two percent (2%) per month), together with all costs and expenses of collection, including reasonable attorneys' fees.

8.05. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 8.04 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first or second Mortgage lien of record, securing in either instance sums borrowed for the improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination must be signed by a duly authorized officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE IX

EASEMENTS

9.01. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for public utility purposes (including without limitation, gas, water, electricity, telephone and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which said easements shall have a maximum width of ten (10) feet (provided, however, that easements along side yard lot lines shall straddle such lot lines with five (5) feet on each of the adjoining Owner's Lots).

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

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

9.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

9.05. Common Area and Facilities. Each Owner shall have an easement for use and enjoyment in and to all Common Area and Facilities which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) Right of Association to suspend the Owner's voting rights and right to use the Common Area and Facilities for any period during which an Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (B) The right of the Association to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members who are entitled to vote pursuant to Section 6.04;
- (C) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance thereof, mortgage the Common Area and Facilities, all in accordance with the articles and bylaws;
- (D) The right of the Association to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE X

MISCELLANEOUS

10.01. Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until January 1, 2019, unless amended as herein provided. After January 1, 2019, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least eighty percent (80%) of the Lots within the Property then subject to this Declaration.

10.02. Amendment.

- (A) By Declarant. This Declaration may be amended by the Declarant, without the joinder of any other party, until the Class B membership terminates. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Williamson County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.
- (B) By Owners. In addition to the method in Section 10.02 (A), this Declaration may be amended by the recording in the Williamson County Official Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 6.04 hereof.

10.03. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by certified mail, return receipt requested, or personally delivered and a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received by the person to whom such notice was addressed. Such address may be changed from time to time by notice in writing given by such person to the Association.

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

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

10.06. Nonliability of Architectural Committee and Board Members. Neither the Architectural Committee, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to

the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be.

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

10.08. Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, Declarant, the Board and/or the Municipal Utility District having jurisdiction over the Property shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective on the 22nd day of December, 1994.

DECLARANT:

ROBINSON RANCH

By: Charlotte Robinson
Charlotte Dies Robinson, Individually and as Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust
Its: General Partner

By: A. H. Robinson III
A. H. Robinson, III, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust
Its: General Partner

By: Flora Robinson Cospel
Flora Robinson Cospel, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust
Its: General Partner

By: George E. Robinson
George E. Robinson
Its: General Partner

By: John Oscar Robinson
John Oscar Robinson, Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased

By: James E. Robinson
James E. Robinson, Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased

AUSTIN WHITE LIME COMPANY,
a Texas limited partnership

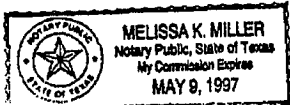
By: Robinson Associates, a Texas general
partnership, General Partner

By: A. H. Robinson III
A. H. Robinson, III
General Partner

By: John Oscar Robinson
John Oscar Robinson
General Partner

STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged by me on this 22nd day of December, 1994, by Charlotte Dies Robinson, Individually and as Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust, General Partner of Robinson Ranch, a Texas partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged by me on this 22nd day of December, 1994, by A. H. Robinson, III, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust, General Partner of Robinson Ranch, a Texas partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Tarrant §

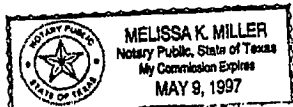
This instrument was acknowledged by me on this 22nd day of December, 1994, by Flora Robinson Cosper, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust, General Partner of Robinson Ranch, a Texas partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Tarrant §

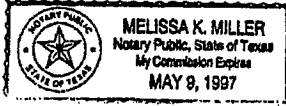
This instrument was acknowledged by me on this 22nd day of December, 1994, by George E. Robinson, General Partner of Robinson Ranch, a Texas partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Texas §

This instrument was acknowledged by me on this 22nd day of December, 1994, by John Oscar Robinson, Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Texas §

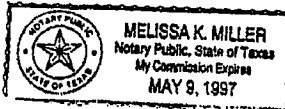
This instrument was acknowledged by me on this 22nd day of December, 1994, by James E. Robinson, Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Texas §

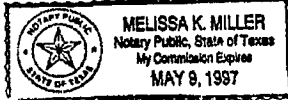
This instrument was acknowledged by me on this 22nd day of December, 1994, by A. H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Texas §

This instrument was acknowledged by me on this 22nd day of December, 1994, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Milburn Investments, Inc.
11911 Burnet Road
Austin, Texas 78756
Attn.: Legal Department

Doc# : 9510498
Rec. \$ 37.00
Date : 03-17-1995
Time : 08:36:37 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BITZELL
COUNTY CLERK

**CORRECTION OF DEDICATION PARAGRAPH AND
RATIFICATION OF SUBDIVISION PLAT**
Milwood Section Thirty-Six

4

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, MILWOOD SECTION THIRTY-SIX is a subdivision in Williamson County, Texas, the plat of which is recorded in Cabinet L, Slides 320-323, Plat Records of Williamson County, Texas, (the "Subdivision");

WHEREAS, Austin White Lime Company, a Texas limited partnership ("Austin White Lime") and Robinson Ranch, a Texas general partnership ("Robinson Ranch") were the owners of the 24.52 acres comprising the Subdivision at the time the plat of the Subdivision ("Subdivision Plat") was approved by the applicable governmental authorities and filed of record;

WHEREAS, by error or mistake, the dedication paragraph of the Subdivision Plat omitted Austin White Lime as being an owner of a portion of the Subdivision, having been conveyed a portion of the Subdivision by deed recorded in Volume 682, Page 907, Deed Records of Williamson County, Texas; and

WHEREAS, Robinson Ranch and Austin White Lime desire to correct the dedication paragraph of the Subdivision Plat and ratify and confirm the dedication of the Subdivision Plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned hereby (i) correct the dedication paragraph of the Subdivision Plat to reflect that Austin White Lime Company was also an owner of the 24.52 acres comprising the Subdivision, having been conveyed a portion of the Subdivision by deed recorded in Volume 682, Page 907, Deed Records of Williamson County, Texas, and (ii) ratify and confirm the dedication of the Subdivision Plat.

The Subdivision Plat is in all other respects ratified, confirmed and approved.

Executed to be effective on the 18th day of January, 1996.

ROBINSON RANCH,
a Texas general partnership

Charlotte Dies Robinson
By: _____

Charlotte Dies Robinson,
Individually and as Co-Trustee of the
Charlotte Dies Robinson Exempt
Marital Deduction Trust and as Co-
Trustee of the Charlotte Dies
Robinson Non-Exempt Marital
Deduction Trust
Its: General Partner

By: *A.H. Robinson III*
A. H. Robinson, III, Co-Trustee of
the Charlotte Dies Robinson Exempt
Marital Deduction Trust and as Co-
Trustee of the Charlotte Dies
Robinson Non-Exempt Marital
Deduction Trust
Its: General Partner

By: Flora Robinson Coper
Flora Robinson Coper, Co-Trustee
of the Charlotte Dies Robinson
Exempt Marital Deduction Trust and
as Co-Trustee of the Charlotte Dies
Robinson Non-Exempt Marital
Deduction Trust
Its: General Partner

By: George E. Robinson
George E. Robinson
Its: General Partner

By: John Oscar Robinson
John Oscar Robinson, Co-
Independent Executor of the Estate
of Virginia E. Robinson, Deceased

By: James E. Robinson
James E. Robinson, Co-Independent
Executor of the Estate of Virginia E.
Robinson, Deceased

AUSTIN WHITE LIME COMPANY,
a Texas limited partnership

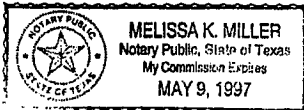
By: Robinson Associates, a Texas
general partnership,
General Partner

By: A. H. Robinson, III
A. H. Robinson, III
General Partner

By: John Oscar Robinson
John Oscar Robinson
General Partner

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

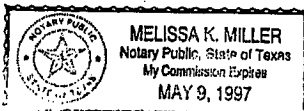
This instrument was acknowledged before me on this 29th day of January, 1996, by Charlotte Dies Robinson, Individually and as Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

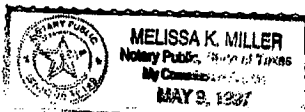
This instrument was acknowledged before me on this 30th day of January, 1996, by A. H. Robinson, III, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 29th day of January, 1996, by Flora Robinson Cosper, Co-Trustee of the Charlotte Dies Robinson Exempt Marital Deduction Trust and as Co-Trustee of the Charlotte Dies Robinson Non-Exempt Marital Deduction Trust, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

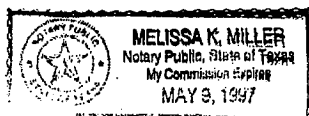
This instrument was acknowledged before me on this 5th day of ^{February} ~~January~~, 1996, by George E. Robinson, General Partner of Robinson Ranch, a Texas general partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

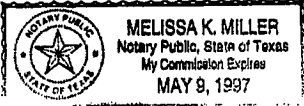
This instrument was acknowledged before me on this 30th day of January, 1996, by John Oscar Robinson, Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased, on behalf of said estate.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

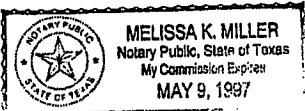
This instrument was acknowledged before me on this 1st day of ^{February} ~~January~~, 1996, by James E. Robinson, Co-Independent Executor of the Estate of Virginia E. Robinson, Deceased, on behalf of said estate.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

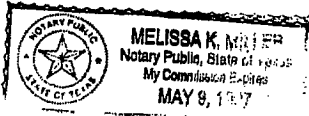
This instrument was acknowledged before me on this 30th day of January, 1996, by A. H. Robinson, III, General Partner of Robinson Associates, a Texas General Partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 30th day of January, 1996, by John Oscar Robinson, General Partner of Robinson Associates, a Texas General Partnership, General Partner of Austin White Lime Company, a Texas limited partnership, on behalf of said partnership.



Melissa K. Miller
Notary Public, State of Texas

Doc# 9606772
Pages: 4
Date : 02-09-1996
Time : 01:19:35 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 15.00

RETURN TO
TRAVIS TITLE CO.
② Jm/AJ

SS\WEDOC\SLANDDEV\MW36PLAT.RTF

ARCHITECTURAL COMMITTEE CONSENT AGREEMENT
Milwood Section Thirty-Six

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, pursuant to Sections 7.07 and 7.08 of the Declaration of Covenants, Conditions, and Restrictions Milwood Section 36, recorded in Volume 2692, Page 799, in the Official Records of Williamson County, Texas, pertaining to Milwood Section Thirty-Six, a subdivision of record in Cabinet L, Slides 320-323 of the Plat Records of Williamson County, Texas, the Architectural Committee has the right to approve all plans and specifications for improvements to any lot and may waive any requirements relating to setbacks; and

WHEREAS, the current owner wishes to obtain approval for the placement of a fireplace which will encroach within the ten (10) foot side building line on the following described property:

Lot 36, Block C, MILWOOD SECTION THIRTY-SIX, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet L, Slides 320-323, Plat Records of Williamson County, Texas.

NOW, THEREFORE, the undersigned as a member of the Architectural Committee of Milwood Section Thirty-Six, does hereby consent to the placement of a fireplace which will encroach within the ten (10) foot side building line on the above-described property and this approval and consent shall inure to the owners, successors and assigns of the property and shall run with the land.

EXECUTED this 21st day of March, 1996.

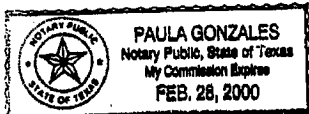
ARCHITECTURAL CONTROL COMMITTEE
OF MILWOOD SECTION THIRTY-SIX

By: Steve Herring
Steve Herring - Member

By: Bryan Rome
Bryan Rome - Member

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of March, 1996, by Steve Herring, Member of the ARCHITECTURAL CONTROL COMMITTEE OF MILWOOD SECTION THIRTY-SIX, on behalf of said committee.



Paula Gonzales
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of March, 1996, by Bryan Rome, Member of the ARCHITECTURAL CONTROL COMMITTEE OF MILWOOD SECTION THIRTY-SIX, on behalf of said committee.



Paula Gonzales
Notary Public, State of Texas
RETURN TO
TRAVIS TITLE
2125395

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Doc# 9615050
Pages: 1
Date : 03-26-1996
Time : 09:16:25 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 9.00