

DAVIS SPRING

RESIDENTIAL PROPERTY

33178

MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

Davis Spring Properties, Ltd., a Texas limited partnership, hereinafter called the Declarant, is the owner of approximately .670 acres of real property being described as Davis Spring, a subdivision in Williamson County, Texas, which is further described on Exhibit "A" attached hereto and incorporated herein and Declarant proposes to develop and subdivide the Property (hereinafter defined) for residential and other purposes more particularly described herein; and

The Declarant desires to hold and from time to time convey the Property, or any portion thereof, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

Declarant desires to create and carry out a uniform plan for the improvements, development and sale of the Property for the benefit of the present and future owners of the Property:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that 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:

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

1.2 Articles. "Articles" shall mean the Articles of Incorporation of Davis Spring Residential Property Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

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

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

1.4 Association. "Association" or "Master Association" shall mean and refer to Davis Spring Residential Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

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

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

1.7 Davis Spring Restrictions. "Davis Spring Restrictions" shall mean, collectively (i) this Master Declaration, together with any and all Supplemental Declarations, as the same may be amended from time to time, (ii) the Design Guidelines, and (iii) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.

1.8 Common Properties. "Common Properties" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include: (i) those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area", (ii) the unpaved and landscaped areas of the right of way for Farmer Lane through the Subdivision and other streets within the Subdivision and (iii) those areas of land and improvements thereon deeded to the Association by Declarant.

1.9 Declarant. "Declarant" shall mean Davis Spring Properties, Ltd., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Davis Spring Properties, Ltd. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.10 Design Guidelines. "Design Guidelines" shall mean those certain Development Design Guidelines for Davis Spring, as the same may be amended from time to time and any additional criteria and guidelines established by the Architectural Review Committee.

1.11 Development. "Development" shall mean the Property, as more particularly described on Exhibit "A" attached hereto and incorporated herein.

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

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

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

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

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

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

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

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

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

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

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

1.23 Property. "Property" shall mean that real property which is subject to the terms of this Declaration initially described as Davis Spring, a subdivision in Williamson County, Texas and as described by metes and bounds on Exhibit "B" attached hereto and incorporated herein, and any additional real property which may be hereafter incorporated or annexed under the terms of this Declaration.

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

1.25 Subdivision. "Subdivision" shall mean and refer to Davis Spring and such other property within the area described in Exhibit A which has been subdivided and shown on a map or plat or record in the Plat Records of Williamson County, Texas and brought within the scheme of this Declaration in accordance with the provisions of Article II of this Declaration.

1.26 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to subject any area of the Property to further covenants, conditions or restrictions (ii) to withdraw land from the Property or (iii) to annex additional land into the Development.

ARTICLE II

ADDITIONS TO THE PROPERTY

2.1 Phased Subdivision.

(A) Incorporation. The Declarant, its successors and assigns, shall have the right at any time prior to June 1, 2014, to incorporate within the scheme of this Declaration additional properties in future phases of the Development, so long as such properties are within the area described on Exhibit "A" attached hereto, following the acquisition of such property, or with the consent of the record owner, without the consent or approval of any party, including the Owners of any Lots (other than Declarant), and so long as such additions are pursuant to a general plan approved by the Veterans Administration ("VA") or the Federal Housing Association ("FHA").

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

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

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

ARTICLE III

GENERAL RESTRICTIONS

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

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

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

3.3 General Signage Standards. All signs visible from the roadway (both temporary and permanent) shall be constructed for low maintenance and shall be approved in advance by the Architectural Review Committee and the City of Austin. In the event a sign is not properly maintained, the Architectural Review Committee and the City of Austin may give the sign owner written notice thereof. Required repairs must be made within five (5) business days of notification or the Architectural Review Committee and City of Austin shall have the right, but not the obligation, to have repairs made and charged to the sign owner. Prohibited signs include bench signs; billboards; banner signs; signs with flashing or blinking lights or mechanical movement; dayglo colors; signs which make or create noise; animated moving signs; exposed neon, fluorescent or incandescent illumination; painted wall signs; pennants; trailer signs; signs with beacons; and any sign that obstructs the view in any direction of an intersection.

3.4 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. In the event the owner shall fail or refuse to keep, or cause to be kept such owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Davis Spring Residential Property Owners Association or the City of Austin may enter upon such property and remove or correct the same at the expense of the property owner and such entry shall not be deemed a trespass.

3.5 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

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

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

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

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

3.10 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee or model homes or construction trailers; and further provided that this provision shall not apply to utilities installed along the perimeters of the Property. The duration of any temporary overhead use otherwise allowed hereunder shall not exceed one (1) year without the consent of the Architectural Review Committee. The installation method, including, but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

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

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

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

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

3.15 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, busses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house all vehicles to be kept on the Lot. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service area, storage area, loading area, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.16 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.17 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. No fence shall be permitted within any street yard. (Street yard is the yard abutting a street which lies between the street and the face of the house as described in the City of Austin Landscape Ordinance.) Fences adjacent to roadways designated as collectors by the City of Austin and Greenbelt areas shall be constructed by the Declarant or cause to be constructed by Declarant as part of the construction of each subdivision and must be completed prior to acceptance of the subdivision. Such fences shall be a minimum of four feet and a maximum of 6.5 feet in height and shall be constructed using masonry or wrought iron or an equivalent maintenance free material. (Wood, common cement or cinder block and chain link are specifically excluded.) The design, materials and specifications of such fencing shall be approved by the Architectural Review Committee and the City of Austin Director of Planning prior to the approval of the subdivision plat. The Declarant shall include in his fence design, or cause to be included accent landscaping in the public right of way to complement all rear lot line fencing. Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty days of written notification by the Master Association or the City of Austin.

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

3.18 Animals - Household Pets. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of 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 reasonable free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review 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.

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

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

3.21 Compliance with Provisions of the Davis Spring Restrictions. Each Owner shall comply strictly with the provisions of the Davis Spring Restrictions as the same may be amended from time to time. Failure to comply with any of the Davis Spring 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 Board on behalf of the Association or by an aggrieved Owner.

3.22 Construction in Place. All dwellings constructed on the Property shall be built in place on the applicable Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Review Committee.

3.23 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced. Construction of residential improvements shall begin no later than two (2) years after ownership of the Lot has been legally conveyed by Declarant.

3.24 Setback Requirements. Setback requirement shall be the more restrictive of (a) those set forth on any Plat or (b) those contained in the City Zoning Ordinance.

3.25 Rentals. Nothing in the Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof for residential purposes.

3.26 Sidewalks. A sidewalk shall be constructed, in accordance with applicable City of Austin ordinances and regulation, on each Lot, and the Plans and Specifications for all

residential buildings on each Lot shall include plans and specifications for such sidewalk, and the same shall be constructed and completed prior to occupation of the residential building. No other sidewalks shall be placed on any Lot without the approval of the Architectural Review Committee.

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

ARTICLE IV

USE RESTRICTIONS

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

4.2 Minimum Yards. Minimum yard and set-back requirements shall be established as shown on the plat or contained in City Zoning Ordinances.

4.3 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Areas 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 Greenbelt or Amenity Area may be limited to persons currently paying Assessment, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

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

ARTICLE V

DAVIS SPRING RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

5.1 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Master Association as a nonprofit corporation under the laws of the State of Texas. The Master Association shall be created for the purposes, charged with the duties, governed by the provision, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Nothing in this Master Declaration shall prevent the creation, by provision therefor in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants or record, to Assessment by the

Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Development may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, at the option and election of Declarant, be incorporated within the scheme of the Declaration and become bound hereby and a part hereof, which incorporation shall be evidenced by the filing of the Supplemental Declaration; provided, however, in the event that Declarant shall sell the Exhibit "A" land to an unrelated third party purchaser without having first developed the same, such third party shall have the right to elect whether or not it desires the Exhibit "A" land to be incorporated herein pursuant to the terms of Section 2.1.

5.3 Voting Rights. The Association shall have two (2) classes of voting memberships:

- A. Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the By-Laws, but in no event shall more than one (1) vote be cast with respect to any Lot.
- B. Class B. The Class B Member(s) shall be the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:
 - (1) the complete development of the land and sale of all developed lots described on Exhibit "A" attached hereto;
 - (2) twenty (20) years from the filing date hereof in the Official Public Records of Williamson County, Texas.

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

- A. Davis Spring Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Davis Spring Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- B. Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board are reasonably necessary or appropriate to carry out the Master Association functions.
- C. Records. To keep books and records of the Master Association's affairs.
- D. Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and

against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

- E. Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Davis Spring Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Davis Spring Restrictions, and the expense incurred by the Master 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 upon the improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Master 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 Davis Spring Restrictions. The Master Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Davis Spring Restrictions; provided, however, that the Board shall never be authorized to expend any Master 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 Master Association.
- G. Collection for Subassociation. To collect on behalf of and for the accounting of any Subassociation (but not to levy) any assessment made by Subassociation created pursuant to this Master Declaration.
- H. Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Properties for the purpose of constructing, erecting, operating or maintaining the following:
- (1) Parks, parkways or other recreational facilities or structures;
 - (2) Roads, streets, walks, driveways, trails and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (5) Any similar public, quasi-public or private improvements or facilities;

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

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

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

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

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

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

- A. To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Master Association by Declarant and to

maintain in good repair and condition all lands, improvements and other Master Association property owned by or leased to the Master Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

- B. To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the City of Austin or other appropriate governmental authority.
- C. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the members of the Master Association. The Master Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- D. Upon the approval of two-thirds (2/3rds) of the Owners (excluding Declarant), to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Master Association. Additionally, the Master Association may accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Master Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the members of the Master Association, as the case may be, but subject to the limitations imposed by this Declaration.
- E. To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Greenbelt and/or Amenity Area, as well as casualty coverage on all real and personal property owned by the Master Association, if and in such amounts as the Board shall deem appropriate.

5.8 Fencing. Fences adjacent to roadways designated as collectors by the City of Austin and Greenbelt areas shall be constructed by the Declarant or cause to be constructed by Declarant as part of the construction of each subdivision and must be completed prior to acceptance of the subdivision with the Property. Such fences shall be a minimum of four feet and a maximum of 6.5 feet in height and shall be constructed using masonry or wrought iron or an equivalent maintenance free material. (Wood, common cement or cinder block and chain link are specifically excluded.) The design, materials and specifications of such fencing shall be approved by the Architectural Review Committee and the City of Austin Director of Planning prior to the approval of the subdivision plat. The Declarant shall include in his fence design, or cause to be included accent landscaping in the public right of way to complement all rear lot line fencing.

5.9 INDEMNIFICATION. THE MASTER ASSOCIATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE BY REASON OF THE FACT THAT HE IS OR WAS A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE MASTER ASSOCIATION AGAINST EXPENSES, INCLUDING ATTORNEY FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IF IT IS FOUND

AND DETERMINED BY THE BOARD OR A COURT THAT HE (1) ACTED IN GOOD FAITH AND IN A MANNER HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE MASTER ASSOCIATION, AND (2) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD NO REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF NOLO CONTENDERE OR ITS EQUIVALENT, SHALL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE MASTER ASSOCIATION, AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS CONDUCT WAS UNLAWFUL. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE MASTER ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS SUCH, WHETHER OR NOT THE MASTER ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

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

6.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate. The initial voting members of the Architectural Committee shall be John Simmons, Fred Eppright and Perry Blanton.

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

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

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

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

6.7 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

6.8 Design Guidelines. The Architectural Review Committee hereby adopts the Design Guidelines, and shall supply said Design Guidelines to each Owner. All Improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. In the event of a conflict between the Design Guidelines and this Declaration (or any Supplemental Declaration) this Declaration shall control. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to any Owner.

6.9 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.10 Variances. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. Notwithstanding the foregoing, such variances shall not vary any city ordinance unless a variance or special exception has been first granted by the City of Austin.

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

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

6.13 Address. Plans and Specifications shall be submitted to the Architectural Review Committee c/o Captex Development Company, 11709 Boulder Lane, Austin, Texas 78726, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

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

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

ARTICLE VII

FUNDS AND ASSESSMENTS

7.1 Assessments.

- A. Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property.
- B. Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Master Association may enforce payment of such assessments in accordance with the provisions of this Article.
- C. Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

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

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Davis Spring Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Davis Spring 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 Master 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 Master Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual Assessment per lot for year 1994 exceed the sum of \$240.00. Thereafter, the regular annual Assessment permitted hereunder shall not be increased by more than ten percent (10.0%) per year.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under the Davis Spring Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board and all such special Assessment shall be due and payable to the Association within 30 days of the date of written notice of such special Assessment. In no event shall the total special Assessment per lot during the year 1994 exceed the sum of \$240.00. Thereafter, the special Assessment permitted hereunder shall not be increased by more than ten percent (10.0%) per year.

7.5 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of six percent (6%) per annum, together with all costs, and expenses of collection, including reasonable attorneys' fees.

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

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

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Master Association is made a party to any court proceeding to enforce any of the above listed liens. The Master Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Master Association. To evidence the aforesaid assessment lien, the Master 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 Master Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Master Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above,

or (ii) the Master Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Master Association. The Master 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 Master Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII

EASEMENTS

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Master Declaration, are incorporated herein by reference and made a part of this Master Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line.

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

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

8.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Master Association for any damage done by them or either of them or their respective agents, employees, servants or assigns, to any of the aforesaid

vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

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

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

- A. The right of the Master Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Areas for any period, during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association;
- B. The right of the Master Association to dedicate or transfer all or any part of the Greenbelt or Amenity Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- C. The right of the Master Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws;
- D. The right of the Master Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and
- E. The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

ARTICLE IX

MISCELLANEOUS

9.1 Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until June 1, 2014, unless amended as herein provided. After June 1, 2014, this Master Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4ths) of the Lots within the Property then subject to this Master Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Master Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its members or the Board or its members, as the case may be. Neither the Architectural Review

Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

- A. By Declarant. This Master Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until June 1, 2010, or until Declarant no longer holds a majority of the votes in the Master Association, whichever occurs last. No amendment by Declarant after June 1, 2010, shall be effective until there has been recorded in the Official Public Records of Williamson County, Texas, an instrument approved by the Planning and Zoning Commission for the City of Austin and executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.
- B. By Owners. In addition to the method in Section 9.3(A), after June 1, 2010, this Declaration may be amended by the recording in the Official Public Records of Williamson County, Texas an instrument approved by the Planning and Zoning Commission for the City of Austin and executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 5.3 hereof.

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

9.5 Interpretation. The provisions of this Master 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 Master Declaration. This Master Declaration shall be construed and governed under the laws of the State of Texas.

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

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

signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

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

9.9 Enforcement and Nonwaiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Davis Spring Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

B. Nonwaiver. The failure to enforce any provision of the Davis Spring Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

C. Lien. The Master Association shall have the right, when appropriate in its judgement, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Master Declaration.

9.10 Construction.

A. Restrictions Severable. The provisions of the Davis Spring 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.

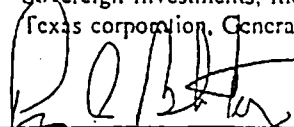
B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Master Declaration as of this the 30th day of June, 1994.

DAVIS SPRING PROPERTIES, LTD.,
a Texas limited partnership

By: Sovereign Investments, Inc., a
Texas corporation, General Partner

By: 
Name: Perry O. Blanton
Title: Vice President

THE STATE OF TEXAS

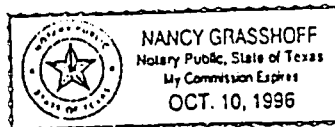
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 1st day of July, 1994 by Perry O. Blanton, Vice President of Sovereign Investments, Inc., a Texas corporation, General Partner of Davis Spring Properties, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Nancy Grasshoff
Notary Public in and for
the State of Texas



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EXHIBIT "A"

TRACT 1
METES AND BOUNDS DESCRIPTION
144.645 ACRES (6,300,731 SQ.FT.)

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EXHIBIT "A"

EXHIBIT "A"

TRACT 1
METES AND BOUNDS DESCRIPTION
144.645 ACRES (6,300,731 SQ.FT.)

VOL. 2560 PAGE 0945

BEING A TRACT CONSISTING OF 144.645 ACRES (6,300,731 SQ.FT.) OF LAND SITUATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 147.142-ACRE TRACT AS RECORDED IN VOLUME 928, PAGE 609, WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), WILLIAMSON COUNTY, TEXAS. SAID 144.645-ACRE (6,300,731 SQ.FT.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE:

BEGINNING at an iron rod found at the corner of a fence at the intersection of the west right-of-way line of Tom Kemp Lane, as shown on a map of the Ric & Terri Subdivision and as recorded in Cabinet D, Slides 155 and 156 of the Williamson County Plat Records located in Volume 1321, Page 230, and the northern right-of-way line of the Southern Pacific Railroad (100 feet wide) recorded in Volume 33, Page 565, W.C.D.R., same being the southeast corner of said 147.142-acre tract;

THENCE, along the northern fenced right-of-way line of said Southern Pacific Railroad, the following six courses:

1. South 84°42'30" West, 928.81 feet to a 1/2-inch iron rod set;
2. South 84°42'30" West, 928.80 feet to a 1/2-inch iron rod set;
3. South 84°42'30" West, 928.80 feet to a 1/2-inch iron pipe found;
4. South 85°06'00" West, 99.40 feet to a 1/2-inch iron pipe found;
5. South 85°45'56" West, 99.13 feet to a 1/2-inch iron pipe found;
6. South 87°01'56" West, 60.95 feet to a 1/2-inch iron rod found for the southeast corner of a 2.4921-acre City of Austin (Jollyville Substation) tract, as recorded in Volume 1201, Page 231, W.C.D.R.;

THENCE, departing said northerly right-of-way line, North 01°12'44" West, 377.70 feet along the east line of said Substation tract to a 1/2-inch iron rod found for corner;

THENCE, South 88°45'43" West, 351.97 feet to a 1/2-inch iron rod found for the northwest corner of said Substation tract and in the west line of said 147.142-acre tract;

THENCE, North 21°25'30" West, 26.38 feet to a 1/2-inch iron pipe found;

THENCE, North 86°07'45" West, 211.56 feet to an iron pipe found;

THENCE, along the common boundary line with a 320-acre tract recorded in Volume 441, Page 614, of W.C.D.R., and the herein-described tract, the following eighteen courses:

1. North 21°14'40" West, 232.27 feet to an iron pipe found;
2. North 19°41'04" West, 266.44 feet to an iron pipe found;
3. North 21°32'33" West, 240.58 feet to an iron pipe found;
4. North 20°45'47" West, 271.40 feet to an iron pipe found for the northwest corner of the herein-described tract;
5. North 70°05'39" East, 268.84 feet to an iron pipe found;
6. North 71°42'09" East, 107.41 feet to an iron pipe found;
7. North 69°09'18" East, 185.32 feet to an iron pipe found;
8. North 69°51'51" East, 507.69 feet to an iron pipe found;

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9. North 67°56'14" East, 123.54 feet to an iron pipe found;
10. North 74°18'36" East, 60.88 feet to an iron pipe found;
11. North 66°48'35" East, 55.31 feet to an iron pipe found;
12. North 69°20'16" East, 92.24 feet to an iron pipe found;
13. North 68°38'28" East, 80.56 feet to an iron pipe found;
14. North 69°30'56" East, 1187.34 feet to an iron pipe found;
15. North 78°46'50" East, 66.45 feet to an iron pipe found;
16. North 67°44'35" East, 81.61 feet to an iron pipe found;
17. North 70°26'13" East, 249.89 feet to an iron pipe found;
18. North 69°18'10" East, 301.50 feet to an iron pipe found
in the west right-of-way line of said Tom Kemp Lane;

THENCE, along the westerly right-of-way line of said Tom Kemp Lane, the following four courses:

1. South 19°45'52" East, 548.00 feet to an iron pipe found;
2. South 20°27'36" East, 472.40 feet to an iron pipe found;
3. South 19°26'49" East, 342.62 feet to an iron pipe found;
4. South 19°55'34" East, 1019.57 feet to the POINT OF BEGINNING, containing a computed area of 144.645 acres (6,300,731 sq.ft.) of land.

TRACT 2
METES AND BOUNDS DESCRIPTION
515.915 ACRES (22,473,258 SQ.FT.)

BEING A TRACT CONSISTING OF 515.915 ACRES (22,473,258 SQ.FT.) OF LAND SITUATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, AND THE THOMAS P. DAVY SURVEY, ABSTRACT NO. 169, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE LAND RECORDED IN VOLUMES 917, 1075, 1035, AND 942, PAGES 401, 823, 557, AND 266, RESPECTIVELY, ALL OF WHICH APPEAR IN THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), WILLIAMSON COUNTY, TEXAS. SAID 515.915-ACRE (22,473,258 SQ.FT.) TRACT INCLUDES THE FOLLOWING RECORDED SUBDIVISIONS; 17.058 ACRES IN DAVIS SPRING SECTION TWO, CABINET H, SLIDES 64-65; 24.000 ACRES IN DAVIS SPRING SECTION THREE, CABINET H, SLIDES 66-68; 16.39 ACRES IN DAVIS SPRING SECTION FOUR, CABINET H, SLIDES 69-71; 20.658 ACRES IN DAVIS SPRING SECTION FIVE, CABINET H, SLIDES 72-75; 25.568 ACRES IN DAVIS SPRING SECTION SIX, CABINET H, SLIDES 92-94; 40.2765 ACRES IN DAVIS SPRING SECTION SEVEN, CABINET H, SLIDES 88-91; ALL RECORDED IN WILLIAMSON COUNTY PLAT RECORDS; SAID 515.915-ACRE TRACT (22,473,258 SQ.FT.) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS AND COORDINATES REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE:

BEGINNING at an iron rod found at the northwest corner of the Ric & Terri Subdivision recorded in Cabinet D, Slides 155-156, and located in Volume 1321, Page 230, W.C.D.R., being the northwest corner of the north end of Tom Kemp Lane (50 feet wide), same being the southwest corner of said 201.53-acre tract recorded in Volume 793, Page 536, W.C.D.R., same being the southwest corner of a 20.71-acre out tract recorded in said Volume 917, Page 401;

THENCE, North 67°57'00" East, along a line common with the south line of said 20.71-acre out tract and the north line of said Ric & Terri Subdivision, at 50.01 feet pass the northeast corner of said Tom Kemp Lane continuing in all a total distance of 1013.19 feet to the west line of said Section Four;

THENCE, North 20°09'31" West, 936.97 feet along the line common with the east line of said 20.71-acre out tract and the west line of said Section Four to a pipe found for the northeast corner of said out tract;

THENCE, South 67°57'00" West, 1013.20 feet along the north line of said out tract to an iron pipe in the west line of said 201.53-acre tract and the east line of a 320-acre tract recorded in Volume 441, Page 614, W.C.D.R., same being the northwest corner of said out tract;

THENCE, along a line that is common with the boundary of said 320-acre tract and said 201.53-acre tract, the following three courses:

1. North 20°54'38" West, 327.44 feet to an iron rod found;
2. North 19°52'20" West, 1090.61 feet to an iron rod found;
3. North 20°03'04" West, 817.70 feet to an iron rod found for the northwest corner of the herein-described tract in the northerly line of said Rachael Saul Survey, and the southerly line of Samuel Daymon Survey, Abstract No. 170;

THENCE, along said survey line, same being the northerly property line of the herein-described tract, the following seven courses:

1. North 67°24'04" East, 220.66 feet to a nail found in a 9-inch Live Oak tree;
2. North 67°01'27" East, 81.38 feet to a nail found in a 13-inch Cedar tree;
3. North 67°45'56" East, 144.56 feet to a nail found in an 8-inch Elm tree;
4. North 68°43'47" East, 389.52 feet to a nail found in a 13-inch Cedar tree;
5. North 70°09'09" East, 247.20 feet to a nail found in a 13-inch Live Oak tree;
6. North 68°47'12" East, 284.84 feet to a nail found in an 11-inch Live Oak tree;
7. North 68°59'27" East, 341.09 feet to a nail found in a 38-inch Live Oak tree, being the southeasterly corner of said Samuel Daymon Survey, and the southwesterly corner of John H. Dillard Survey, Abstract No. 179;

THENCE, North 69°01'34" East, 1067.71 feet along the survey line between said John H. Dillard Survey and said Rachael Saul Survey to an axle found two feet above ground for corner;

THENCE, departing said survey line and along a line common to the westerly boundary line of a 211-acre tract of land as recorded in Volume 340, Page 440, W.C.D.R., and the easterly line of the herein-described tract, the following four courses:

1. South 19°52'55" East, 415.44 feet to an iron rod found;
2. South 19°56'39" East, 883.96 feet to an iron rod found;
3. South 19°47'49" East, 1415.46 feet to an iron rod found;
4. South 20°01'45" East, 459.40 feet to an iron rod found for the southwest corner of said 211-acre tract;

THENCE, along a line common to the southerly line of said 211-acre tract and the northerly line of the herein-described tract, the following two courses:

1. North 68°56'57" East, 1312.34 feet to an iron rod set;
2. North 68°56'57" East, 753.84 feet to an iron rod found for the most easterly northeast corner of the herein-described tract;

THENCE, along a line that is common with a 45.14-acre tract of land recorded in Volume 467, Page 313, W.C.D.R., and the easterly line of the herein-described tract, the following three courses:

1. South 17°54'18" East, 1246.10 feet to an iron rod set;
2. South 17°54'18" East, 860.20 feet to an iron rod set;
3. South 17°54'18" East, 776.95 feet to an iron rod found in the northerly property line of a 465.5-acre tract recorded in Volume 359, Page 939, W.C.D.R., for the most easterly corner of the herein-described tract;

THENCE, along a line that is common with said 465.5-acre tract and a southerly line of the herein-described tract, the following ten courses:

1. South 68°50'25" West, 590.43 feet to an iron rod found;
2. South 68°45'53" West, 1286.39 feet to an iron rod set;
3. South 68°45'53" West, 667.64 feet to an iron rod found;
4. South 68°15'50" West, 322.41 feet to an iron rod found;
5. South 21°32'13" East, 578.63 feet to an iron rod found;
6. South 69°16'40" East, 1179.63 feet to an iron rod found;
7. South 10°31'40" East, 19.80 feet to an iron rod found;
8. South 80°14'40" East, 36.87 feet to an iron rod found;
9. North 83°40'26" East, 21.80 feet to an iron rod found;

10. South 69°16'40" West, 401.29 feet to an iron rod found in the northerly right-of-way line of R.M. Highway No. 620;

THENCE, South 68°17'58" West, 380.00 feet along said northerly right-of-way line of said R.M. Highway No. 620 to an iron rod found at the intersection with the northeasterly right-of-way line of the Southern Pacific Railroad (100 feet wide) recorded in Volume 33, Page 565, W.C.D.R.;

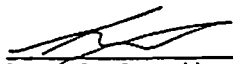
THENCE, along said northeasterly right-of-way line of said railroad, the following four courses:

1. North 69°16'40" West, 432.04 feet to an iron rod set;
2. North 69°16'40" West, 950.00 feet to an iron rod found for the beginning of a curve to the left;
3. 1378.29 feet along said curve to the left having a radius of 3035.36 feet, a central angle of 26°01'00", and a chord bearing and distance of North 82°17'10" West, 1366.48 feet to an iron rod found for the point of tangency;
4. South 84°42'20" West, 455.26 feet to an iron rod found at the intersection of said northerly right-of-way line of the Southern Pacific Railroad and the easterly right-of-way line of said Tom Kemp Lane;

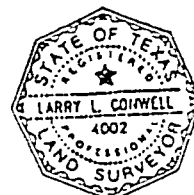
THENCE departing the northerly right-of-way line of said Southern Pacific Railroad, the following four courses:

1. North 19°52'57" West, 1589.12 feet to an iron rod found;
2. North 19°52'57" West, 573.83 feet to an iron rod found;
3. North 19°52'57" West, 701.02 feet to an iron rod found at the northeast corner of said Tom Kemp Lane;
4. South 67°57'00" West, 50.01 feet along the north end of said Tom Kemp Lane to the POINT OF BEGINNING, containing a computed area of 515.915 acres (22,473,258 sq.ft.) of land.

SAVE AND EXCEPT: 1.308 ACRES RECORDED IN VOLUME 1587, PAGE 258
AND 12.227 ACRES RECORDED IN VOLUME 1796, PAGE 485 WILLIAMSON
COUNTY DEED RECORDS.


Larry L. Conwell
Registered Public Surveyor
Texas Registration No. 4002

Turner Collie & Braden Inc.
Austin, Texas
Job No. 72-07490-000-0016
July 1990
BSB CA7:EI 02330
REVISED AND UPDATED: 4-24-92



BEING A TRACT CONSISTING OF 10.00 ACRES (435,600 SQ.FT.) OF LAND SITUATED IN THE THOMAS P. DAVY SURVEY, ABSTRACT NO. 169, AND IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 10.00-ACRE TRACT AS CONVEYED TO PHIL MOCKFORD, TRUSTEE, AND RECORDED IN VOLUME 952, PAGE 72, WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.). SAID 10.00-ACRE TRACT INCLUDES A 1.975-ACRE SUBDIVISION KNOWN AS DAVIS SPRING SECTION ONE, RECORDED IN CABINET M, SLIDE 63, OF THE WILLIAMSON COUNTY PLAT RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 10.00 ACRES (435,600 SQ.FT.) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE:

BEGINNING at an iron pin found at the intersection of the north right-of-way line of R.M. Highway No. 620 and the south right-of-way line of the Southern Pacific Railroad recorded in Volume 11, Page 565, W.C.D.R., same being the southeast corner of the herein described tract;

THENCE, South 58°17'58" West, 976.39 feet along the north right-of-way line of said R.M. Highway No. 620 to an iron rod found for the southwest corner of the herein described tract;

THENCE, departing the north right-of-way line of said R.M. Highway No. 620, North 21°42'20" West, 891.84 feet to a point in the south right-of-way line of said Southern Pacific Railroad in the arc of a non-tangent curve to the right;

THENCE, 46.85 feet southeasterly along the arc of said curve to the right and said south right-of-way line of Southern Pacific Railroad having a radius of 2935.36 feet, a central angle of 00°54'52", and a chord bearing and distance of South 69°44'06" East, 46.85 feet to an iron rod found for the point of tangency;

THENCE, South 69°16'40" East, 1275.60 feet along the south right-of-way line of said Southern Pacific Railroad to the POINT OF BEGINNING, containing a computed area of 10.00 acres (435,600 sq.ft.) of land.

SAVE AND EXCEPT: 2.699 ACRES RECORDED IN VOLUME 1587, PAGE 272 WILLIAMSON COUNTY DEED RECORDS.

Portions of Tracts II & III are now known as:

All of Davis Spring Section 1, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide(s) 51 of the Plat Records of Williamson County, Texas.

All of Davis Spring Section 2, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide(s) 61-63 of the Plat Records of Williamson County, Texas.

All of Davis Spring Section 3, Small Lot Subdivision, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide(s) 66-68 of the Plat Records of Williamson County, Texas.

All of Davis Spring Section 4, Small Lot Subdivision, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide(s) 69-71 of the Plat Records of Williamson County, Texas.

All of Davis Spring Section Five, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide(s) 72-74 of the Plat Records of Williamson County, Texas.

All of Davis Spring Section Six, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide(s) 75-77 of the Plat Records of Williamson County, Texas.

All of Davis Spring Section 7, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide(s) 78-80 of the Plat Records of Williamson County, Texas.

Davis Spring
Section 5-A
28.84 Acres

F.N. 4745R (9DN)
December 22, 1993
SRI Job No. 2202-01

A DESCRIPTION OF A 28.84 ACRE TRACT OF LAND OUT OF THE RACHAEL SAUL SURVEY, ABSTRACT NO. 561, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 515.915 ACRE TRACT DESCRIBED IN A DEED TO DAVIS SPRING PROPERTIES, LTD. AND RECORDED IN VOLUME 2199, PAGE 202 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.84 ACRE TRACT, AS SHOWN ON SRI PLAT NO. H023-1979-01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found for the southwest corner of a called 531.00 acre tract described in a deed to Charles N. Avery, Jr. et al, recorded in Volume 340, Page 440, Deed Records of Williamson County, Texas, being an interior ell corner of said 515.915 acre tract for the eastern most southeast corner of this tract and the POINT OF BEGINNING;

THENCE crossing the interior of the said 515.915 acre tract with the lines of the herein described tract, the following twenty-two (22) courses and distances:

1. S 62° 45' 16" W, a distance of 51.00 feet to an iron rod set,
2. S 48° 57' 30" W, a distance of 154.00 feet to an iron rod set,
3. S 37° 33' 54" W, a distance of 176.66 feet to an iron rod set,
4. N 75° 04' 23" W, a distance of 48.76 feet to an iron rod set,
5. S 26° 04' 40" W, a distance of 117.92 feet to an iron rod set in a curve on the north right-of-way line of Thatcher Drive, a proposed 50 feet wide public road,
6. with the arc of a curve to the left, a distance of 34.06 feet through a central angle of 11° 09' 03", having a radius of 175.00 feet and a chord that bears S 69° 29' 52" E, a distance of 34.00 feet to a concrete monument set for corner,
7. S 14° 55' 37" W, a distance of 50.00 feet, crossing said proposed Thatcher Drive to an iron rod set on the south right-of-way line of corner,
8. with the arc of a curve to the right, a distance of 105.00 feet through a central angle of 26° 44' 21", having a radius of 225.00 feet and a chord that bears N 61° 42' 12" W, a distance of 104.05 feet to an iron rod set for a point of tangency,
9. N 48° 20' 02" W, a distance of 27.84 feet to an iron rod set,
10. S 41° 39' 58" W, a distance of 115.00 feet to an iron rod set,
11. S 87° 57' 47" W, a distance of 233.00 feet to an iron rod set in a curve on the north right-of-way line of Neenah Avenue, a 90 foot wide public road as shown on the Plat of Davis Spring Section 3-A, a plat bearing City of Austin File No. C8-85-029.02.3A and presently approved for recording in the Plat Records of Williamson County, Texas,
12. with said right-of-way line and with the arc of a curve to the left, a distance of 296.06 feet through a central angle of 16° 13' 58", having a radius of 1045.00 feet and a chord that bears N 83° 11' 22" W, a distance of 295.07 feet to a concrete monument set for a point of reverse curvature,
13. with the arc of a curve to the right, a distance of 20.84 feet through a central angle of 79° 36' 31", having a radius of 15.00 feet and a chord which bears N 51° 30' 05" W, a distance of 19.21 feet to an iron rod set on the east right-of-way of Calaveras Drive, a public road of varying width, as shown on said Plat of Section 3-A, for a point of tangency,
14. N 11° 41' 50" W, a distance of 117.39 feet to an iron rod set for a point of curvature,

Davis Spring
Section 5-A
28.84 Acres

F.N. 4745R (BDN)
December 22, 1993
SR: Job No. 2202-01

15. with the arc of a curve to the left, a distance of 11.93 feet through a central angle of $03^{\circ} 13' 30''$, having a radius of 212.00 feet and a chord that bears $N 13^{\circ} 18' 35'' W$, a distance of 11.93 feet to an iron rod set for a point of tangency,
16. $N 14^{\circ} 55' 19'' W$, a distance of 77.62 feet to an iron rod set for a point of curvature,
17. with the arc of a curve to the right, a distance of 10.58 feet through a central angle of $03^{\circ} 13' 30''$, having a radius of 188.00 feet and a chord that bears $N 13^{\circ} 18' 35'' W$, a distance of 10.58 feet to an iron rod set for a point of tangency,
18. $N 11^{\circ} 41' 50'' W$, a distance of 199.33 feet to an iron rod set to a point of curvature,
19. with the arc of a curve to the right, a distance of 547.20 feet through a central angle of $32^{\circ} 23' 18''$, having a radius of 968.00 feet and a chord that bears $N 04^{\circ} 29' 49'' E$, a distance of 539.94 feet to an iron rod set for a point of tangency,
20. $N 20^{\circ} 41' 29'' E$, a distance of 178.66 feet to an iron rod set for a point of curvature,
21. with the arc of a curve to the left, a distance of 93.86 feet through a central angle of $08^{\circ} 30' 32''$, having a radius of 632.00 feet and a chord which bears $N 16^{\circ} 26' 13'' E$, a distance of 93.77 feet to an iron rod set for a point of tangency, and
22. $N 12^{\circ} 10' 57'' E$, a distance of 125.56 feet to a concrete monument set for the northwest corner hereof;

THENCE leaving the east right-of-way line of said Calaveras Drive and continuing across the interior of said 515.915 acre tract for the north lines of the herein described tract, the following four (4) courses and distances:

1. $S 77^{\circ} 15' 00'' E$, a distance of 244.43 feet to an iron rod set on the west right-of-way line of said Thatcher Drive,
2. $N 12^{\circ} 45' 00'' E$, with the west right-of-way line of said Thatcher Drive, a distance of 71.36 feet to an iron rod set,
3. $S 77^{\circ} 15' 00'' E$, passing the east right-of-way line of said Thatcher Drive at a distance of 50.00 feet and continuing in all a distance of 180.00 feet to an iron rod set, and
4. $N 78^{\circ} 25' 38'' E$, a distance of 240.55 feet to a concrete monument set in the west line of the said 531.00 acre tract and the east line of said 515.915 acre tract for the northeast corner of the herein described tract;

THENCE with said common line, being the east line of the herein described tract, the following two (2) courses and distances:

1. $S 19^{\circ} 47' 07'' E$, a distance of 552.79 feet to an iron rod found, and