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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GREENSHORES ON LAKE AUSTIN

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FOR GREENSHORES ON LAKE AUSTIN

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENSHORES ON LAKE AUSTIN**

STATE OF TEXAS                   §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS           §

This Declaration of Covenants, Conditions and Restrictions for Greenshores on Lake Austin (this “**Declaration**”) is made to be effective the date set forth below by MARION DUDLEY FOWLER, SUSAN K. ADLER, Trustee of the Carol McMurtry Fowler Charitable Remainder Trust, ROBERT PENN FOWLER, BRADLEY A. FOWLER, and SALLY POPE FOWLER (collectively, “**Declarant**”).

RECITALS:

A. Declarant are the owners of that certain real property located in Travis County, Texas, as more fully described below, which is part of a development to be known as the Greenshores on Lake Austin subdivision (the “**Subdivision**”).

B. Declarant desires to create and carry out a plan for the improvement, maintenance, development and sale of all of the Lots (as hereinafter defined) in the Subdivision, and to create and carry out a plan for the maintenance and repair of all Common Areas (as hereinafter defined) and rights-of-way for the benefit of the present and future owners of said Lots, and hereby adopts and establishes the following reservations, restrictions, covenants, conditions and easements to apply to the use, improvement, occupancy and conveyance of all Lots in the Subdivision; and does hereby establish a property owners' association to effectuate and carry out its purposes and plan.

NOW, THEREFORE, Declarant does hereby make and file this Declaration and declare that all of the Property described herein and made subject hereto 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 real property and shall be binding on all parties having any right, title, or interest in or to the above described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.  
DEFINITIONS**

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

- 1.01 **Architectural Committee** shall mean the committee created pursuant to Article IX hereof (sometimes referred to as the "**Committee**").
- 1.02 **Architectural Committee Rules** shall mean the rules adopted by the Architectural Committee pursuant to Section 9.03 hereof (sometimes referred to as the "**Committee Rules**").
- 1.03 **Articles** shall mean the Articles of Incorporation of the Association (as hereinafter defined) as filed in the Office of the Secretary of State of the State of Texas, as such Articles may, from time to time, be hereafter amended.
- 1.04 **Assessments** shall mean assessments of the Association, and includes both regular and special assessments, and shall also have the meaning set forth in Section 6.06(A).
- 1.05 **Association** shall mean the Greenshores on Lake Austin Property Owners' Association, Inc., a Texas nonprofit corporation, its successors or assigns, or such other entity as may be created to administer the affairs of the Subdivision in accordance with the provisions hereof.
- 1.06 **Association Property** shall mean all real or personal property now or hereafter owned by or leased to the Association, including easements granted to the Association or for the common benefit of the Owners of the Lots.
- 1.07 **Board** shall mean the Board of Directors of the Association.
- 1.08 **Bylaws** shall mean the Bylaws of the Association as may be adopted by the Board, and as may from time to time be amended.
- 1.09 **City** shall mean the City of Austin.
- 1.10 **County** shall mean Travis County.
- 1.11 **Common Area** shall mean and include (a) Lot 84, Block 1 and Lots 11 and 14, Block 3, Greenshores on Lake Austin, Phase One; Lot 86, Block 1 and Lot 12, Block 3, Greenshores on Lake Austin, Phase Two; and any other Lot designated by the Declarant as Common Area for the primary benefit of the Owners; (b) any greenbelt and recreation areas as shown on any final plat of the Subdivision or as described in Article V herein; or (c) any other area designed as Common Area on any final plat of the Subdivision, or by any other written instrument duly acknowledged and filed of record in Travis County, Texas. Common Area may be owned by the Association or by Declarant.
- 1.12 **Declaration** shall mean this instrument and any future amendments or supplements thereto.



- 1.13 **Greenbelt or Recreation Area** shall mean Lot 84, Block 1, Greenshores on Lake Austin, Phase One; Lot 86, Block 1, Greenshores on Lake Austin, Phase Two; and any other area so designated by Declarant or so shown on any final plat of the Subdivision.
- 1.14 **Design Guidelines** shall mean the criteria and guidelines established by the Architectural Committee for the construction of Improvements and landscaping within the Property.
- 1.15 **Greenshores on Lake Austin** shall mean all that real property described on Exhibit "A" attached to and made a part of this Declaration and any property added to the Property subject to the terms of this Declaration pursuant to the terms of this Declaration.
- 1.16 **Greenshores on Lake Austin Maintenance Fund** shall mean the fund created for the receipts and disbursements of the Association.
- 1.17 **Greenshores on Lake Austin Restrictions** shall mean this Declaration together with any and all Supplemental Declarations that may be recorded pursuant to the terms hereof, and as this Declaration or said Supplemental Declarations may be amended from time to time, together with Greenshores on Lake Austin Rules, the Architectural Committee Rules and the Articles and Bylaws of the Association, as each of the same may from time to time be amended.
- 1.18 **Greenshores on Lake Austin Rules** shall mean the rules adopted by the Board pursuant to Section 6.05(D) hereof, and as they may be amended from time to time.
- 1.19 **Declarant** shall mean, collectively, MARION DUDLEY FOWLER, SUSAN K. ADLER, Trustee of the Carol McMurtry Fowler Charitable Remainder Trust, ROBERT PENN FOWLER, BRADLEY A. FOWLER, and SALLY POPE FOWLER, or their respective successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.20 **Improvements** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, garages, storage buildings, sheds, outbuildings, patios, tennis courts, sport courts, swimming pools, ponds, fences, dog fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, electronic data transmission or other utilities.
- 1.21 **Lot or Lots** shall mean and refer to each separately identifiable portion of the Property identified on any plat of the Subdivision recorded in the Office of the County Clerk of Travis County, Texas, and which is assessed by any one or more of the taxing authorities and which is not intended to be an "open space" or a portion of any Common Area.

- 1.22 **Master Concept Plan** shall mean and refer to the Preliminary Plan for Greenshores on Lake Austin on file in the offices of the City and the County, and as the same may be amended from time to time (sometimes referred to as the "**Concept Plan**" or the "**Plan**").
- 1.23 **Member** shall mean any person who is a member of the Association pursuant to Section 6.02 hereof.
- 1.24 **Owner** shall mean (a) Declarant, (b) the person or persons holding a fee simple interest in a Lot, or (b) the purchaser of fee simple interest in a Lot under an executory contract for deed, but shall not include those holding title merely as security for the performance of an obligation or under a contract for sale of a Lot.
- 1.25 **Person** shall mean a natural individual or any entity having the legal right to hold title to real property.
- 1.26 **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 size, shape, configuration or materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and any other documentation or information relevant to such Improvement.
- 1.27 **Private Driveways** shall mean those joint use driveways as shown and identified on a final plat of any portion of the Subdivision designed and constructed for particular Lot Owners, their guests and invitees within the designated section of the Subdivision as more particularly described in said final plat.
- 1.28 **Property** shall mean all the real property that is subject to the terms and provisions of this Declaration as provided in Section 2 below.
- 1.29 **Record, Recorded, and Recordation** shall mean, with respect to any document, the recordation of such document in the Office of the County Clerk of Travis County, Texas.
- 1.30 **Subassociation** shall mean any Texas nonprofit corporation organized and established by Declarant or by a Subdeveloper pursuant to or in connection with a Supplemental Declaration as provided in Sections 2.02 and 6.01 hereof.
- 1.31 **Subdeveloper** shall mean any person, firm or corporation having purchased one or more Lots within the Property for the purpose of development as a common, unified development.

- 1.32 **Subdivision** shall mean those portions of Greenshores on Lake Austin that have been subdivided by final plat recorded in the Official Public Records of Travis County, Texas, and added to the Property subject to this Declaration as herein provided.
- 1.33 **Supplemental Declaration** shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant by a Subdeveloper (after approval in writing by Declarant), subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

**ARTICLE II.**  
**THE PROPERTY, ANNEXATION AND WITHDRAWAL OF LAND**

**2.01 PROPERTY SUBJECT TO THIS DECLARATION.**

The real property subject to this Declaration (the "Property") shall be the hereinafter described real property, and such additional real property that may hereafter be added to the Property subject to this Declaration as hereinafter provided, save and except any real property that may be withdrawn from this Declaration as hereinafter provided. Initially, the Property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Travis County, Texas, and is more particularly described as follows:

All lots in GREENSHORES ON LAKE AUSTIN, PHASE ONE, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas; and .

All lots in GREENSHORES ON LAKE AUSTIN, PHASE TWO, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No. \_\_\_\_\_ in the Official Public Records of Travis County, Texas, SAVE AND EXCEPT Lots 17 through 24, and Lots 26 and 27, Block 1.

Lots 17 through 24, and Lots 26 and 27, Block 1 of Greenshores on Lake Austin, Phase Two shall not be subject to this Declaration, although any or all of said Lots may be added at a later date to the property covered by this Declaration pursuant to Section 2.03.

**2.02 DEVELOPMENT BY DECLARANT.**

Declarant may divide or subdivide Greenshores on Lake Austin into several areas, develop some of said areas, and, at Declarant's option, dedicate some of said areas as Common Areas, or for other purposes for the benefit of the developed areas in accordance with the Plan for Greenshores on Lake Austin. As each area is developed or dedicated, Declarant, or if the area is owned by a Subdeveloper, such Subdeveloper, may record one or more Supplemental Declarations and designate the use, classification, and such additional covenants, conditions, and restrictions as Declarant or such Subdeveloper may deem appropriate for that area. Any Supplemental Declaration may, but need not, provide for the establishment of a Subassociation

to be comprised of Owners within the area subject thereto. All lands, improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

### 2.03 ADDITION OF LAND.

Declarant and other persons with Declarant's written consent during the Declarant Control Period (as hereinafter defined) and with the written consent of the Board thereafter, may at any time, and from time to time, add to the Property that is subject to this Declaration all or such portions of the land described in Exhibit "A" attached hereto or such other property as may be determined to be appropriate. Declarant may add to the Property such additional land as may be then owned by Declarant. No land may be added to the Property subject to the terms of this Declaration except by the owner of such land at the time it is added to the Property. Upon the recording of a Notice of Addition of Land executed by the owner of the land being added to the Property, which Notice shall contain the joinder of Declarant to evidence the consent of Declarant to the addition of the land if Declarant is not the owner of such land, containing the provisions set forth below in this Section 2.03 (which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions, and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration; provided, any Supplemental Declaration may, but need not, provide that certain provisions of this Declaration are not applicable to the land covered by such Supplemental Declaration, or may amend or modify the provisions of this Declaration as to all or any parts of such added land. Any Supplemental Declaration may provide for its own procedure for the amendment of any provision thereof, as for example, by specified vote of only the Owners of the property within the area subject thereto or a specified vote of only the Owners of some of the property within the area subject thereto. Furthermore, additional properties may be annexed into the Property at any time with the assent of two-thirds (2/3) of the votes for each class of Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter.

The Notice of Addition of Land referred to hereinabove shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land as set forth herein;
- (c) An adequate legal description of the added land; and
- (d) Declarant's written consent, if the land being added to Exhibit "A" during Declarant's Control Period and is not owned by Declarant, or the consent of the Board, if the land is being added after the expiration of Declarant's Control Period.

As part of such written consent by Declarant, Declarant may agree with the person who owns such land as to the terms and conditions upon which Declarant will exercise its rights and duties, as Declarant under this Declaration, with respect to such land added to Exhibit "A".

#### **2.04 LANDS OWNED BY SUBDEVELOPER.**

If any portion of the land described in Exhibit "A", or other lands hereafter made subject to this Declaration, is sold to a Subdeveloper, any Supplemental Declaration with respect thereto shall be made expressly subject to all the terms and restrictions of this Declaration.

#### **2.05 WITHDRAWAL OF LAND.**

Declarant, and others with Declarant's written consent during Declarant's Control Period, and with the written consent of the Board thereafter, may, at any time and from time to time, reduce the area which is now described on Exhibit "A". If lands are withdrawn at a later time from the lands now shown on Exhibit "A", the Declaration shall no longer apply to those lands withdrawn. The procedure for withdrawal of land shall be the same as set forth above in Section 2.03 for the addition of land except that the instrument shall be designated as a Notice of Withdrawal of Land.

### **ARTICLE III. GENERAL RESTRICTIONS**

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

#### **3.01 ANTENNAS.**

No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation which is visible from the exterior of a residence shall be erected, used or maintained on any Lot except with the written approval of the Architectural Committee; provided, however, that one (1) satellite dish receiver no greater than one (1) meter in diameter may be located on a Lot so long as the satellite dish is not visible from the street located adjacent to the front lot line of said Lot.

#### **3.02 INSURANCE RATES.**

Nothing shall be done or kept in the Property which would increase the rate of insurance on any Lot or the Association Property without the approval of the Board, nor shall anything be done or kept in or on the Property that would result in the cancellation of insurance on any residence or any part of the Association Property or which would be in violation of any law.

### **3.03 SUBDIVIDING.**

No Lot or Common Area shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof (including any Subassociation) without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot or Common Area and convey any easement or other interest less than the whole, all without the approval of the Architectural Committee; and provided further, that nothing herein shall be deemed to require the approval of the Architectural Committee for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any mortgagee or deed of trust.

### **3.04 SIGN.**

No sign of any kind shall be displayed on any Lot to the public view without the approval of the Architectural Committee.

### **3.05 RUBBISH AND DEBRIS.**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants, or any Common Area or Association Property. Refuse, garbage and trash shall be kept at all times in a covered, noise-less container and any such container shall be kept within an enclosed structure or appropriately screened from view.

### **3.06 NOISE.**

No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Board. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or portion of the Property or to its occupants.

### **3.07 REPAIR OF BUILDINGS.**

All Improvements hereafter constructed upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner (including any Subassociation) thereof. The opinion of the Board as to such condition shall be final.

### **3.08. IMPROVEMENTS AND ALTERATIONS.**

Any construction, other than repairs pursuant to Section 3.07 hereinabove, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee and in

accordance with the "Design Guidelines" established from time to time by the Architectural Committee.

### 3.09 VIOLATION OF GREENSHORES ON LAKE AUSTIN RESTRICTIONS.

(a) The violation of Greenshores on Lake Austin Restrictions by an Owner, his family, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

- (i) The imposition of a special charge not to exceed Fifty Dollars (\$50.00) per violation, or
- (ii) The suspension of Owner's rights to use any Association Property for a period not to exceed thirty (30) days per violation, or
- (iii) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, or
- (iv) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorneys' fees and court costs.

(b) Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner by certified mail, return receipt requested. The notice shall (i) describe the violation that is the basis of the charge, suspension, fine or action, and state the amount due the Association (if any) from the Owner, and (ii) inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six [6] months) and that the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code (as the same may be amended or replaced from time to time). If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation.

### 3.10 DRAINAGE.

There shall be no interference with the established drainage patterns over any of the Property, except by Declarant during the construction of infrastructure improvements pursuant to plans approved by the appropriate governmental authorities, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

### 3.11 EASEMENTS.

- (a) Cross-Drainage Easements. Each Lot shall be burdened with a perpetual, non-exclusive easement over that portion of the Lot which is not improved with

structures, for the purpose of drainage of stormwater runoff from any portion of the Property; provided, no Person shall alter the natural drainage of stormwater from any Lot once construction of initial Improvements has been completed so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) of the affected property, the Board, and the Declarant as long as it owns any property subject to this Declaration.

- (b) Easements for Stormwater Runoff. Each Lot and all other portions of the Property are subject to an easement in favor of Declarant or the Association, as the owner of the Common Area, and the neighboring properties for the natural or controlled flow of stormwater across the Property; provided, this Section shall not permit changes to the existing stormwater flow without the approval of Declarant or the Owner of the affected Lot or Lots.
- (c) Easements to Serve Additional Property. Declarant hereby reserves for itself and its authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of any area within the Property. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for connecting and installing utilities on such property. Declarant agrees that it or the Person exercising such easement shall be responsible for any damage caused to the Common Area or any Lot as a result of the exercise of such easement.
- (d) Easements for Encroachment. The Declarant hereby creates, for the benefit of each Lot and each portion of the Common Area, reciprocal easements for encroachment due to the unintentional placement, or the settling or shifting, of the structures or Improvements on such Lot or portion of the Common Area, and for maintenance and use of any encroaching structure or Improvement, except that no easement for encroachment shall exist:
- (i) for any structure or other Improvement constructed in violation of this Declaration;
  - (ii) beyond a distance of three (3) feet, as measured from any point on the common boundary line along a line perpendicular to such boundary; or
  - (iii) if such encroachment occurred due to reckless, willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.
- (e) Easements of Support. Every portion of a Lot contributing to the support of an abutting Lot or roadway shall be burdened with an easement of support for the benefit of such abutting Lot or roadway.



### 3.12 HAZARDOUS ACTIVITIES.

No activities shall be conducted on any Lot and no Improvement shall be constructed or used on any Lot that are or might be unsafe or hazardous to any Person or the Property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted on any Lot or other portion of the Property, except (a) in a contained barbecue unit while attended and in use for cooking purposes, (b) within a safe and well-designed interior fireplace, or (c) such campfires or picnic fires in Common Areas designated for such use by Declarant during Declarant's Control Period, and by the Board thereafter, or by the Board as to all Association Property. The discharging of fireworks within the Property is expressly forbidden unless approved by the Board.

### 3.13 TEMPORARY STRUCTURES.

No tent, shack, trailer, mobile home or other temporary building, improvement or structure shall be placed upon any Lot or other portion of the Property, except that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Declarant, such approval to include the nature, size, duration and location of such structure. Declarant may utilize such temporary buildings or structures as it deems necessary to provide for the ongoing development of Greenshores on Lake Austin or the operation of any facility or amenity in connection therewith.

### 3.14 MINING AND DRILLING.

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

### 3.15 VEHICLES.

The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, and wagons shall be subject to Greenshores on Lake Austin Rules, which may regulate, prohibit or limit the use thereof within specified parts of the Property. In addition to the foregoing, and without limiting the generality thereof, no truck, bus, motor home, recreational vehicle, boat or trailer shall be parked in a street adjacent to any Lot for more than forty-eight (48) hours, except for construction and repair equipment while a residence is being built or repaired. No truck, bus, motor home, recreational vehicle, boat or trailer shall be parked on the driveway or any portion of the Lot except in enclosed garages or in such manner as to not be visible from any adjacent street or Lot.

### **3.16 ANIMALS.**

No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. The keeping of ordinary household pets such as dogs and cats is allowed; however, no breeding, raising, or boarding of such pets for commercial purposes is permitted. No poultry may be kept on any Lot. Animals shall be kept under control at all times and, when not upon the Owner's Lot, shall be restrained by a leash or under the direct control of the Owner. No animal shall be allowed to roam or run at large.

### **3.17 UNSIGHTLY ARTICLES.**

No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private streets. Without limiting the generality of the foregoing, trailers, mobile homes, recreational vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure 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 an enclosed garage or other structure; service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; 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 Lot except within an enclosed structure or appropriately screened from view; and liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

## **ARTICLE IV. RESIDENTIAL RESTRICTIONS**

### **4.01 RESIDENTIAL AREAS.**

All Lots shall be improved and used solely for residential use. No Lot shall be improved or used except by a dwelling or structure designated to accommodate no more than a single family, plus a garage, fencing and such other Improvements as are necessary or customarily incident to a single-family residence.

### **4.02 RENTALS.**

Nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof for residential purposes, on either a short or long-term basis.

### **4.03 MINIMUM YARDS.**

Except as permitted by the Architectural Committee, or as shown on any plat of the Subdivision, the minimum yards for each Lot shall be as follows:

- (i) the minimum side yard for Lots 45 through 76 of Block 1 of Greenshores on Lake Austin Phase One shall be five (5) feet and the combined width of both side yards shall be a minimum of fifteen (15) feet, and the minimum side yard for Lots 1 through 16, Block 1 and Lots 1 through 10, Block 3 of Greenshores on Lake Austin Phase One shall be five (5) feet and the combined width of both side yards shall be a minimum of ten (10) feet.
- (ii) the minimum rear yards shall be ten feet (10') from the Lot line.
- (iii) the minimum front yard shall be twenty-five feet (25') from the right-of-way of a public street or road on which the Lot is located.

Measurements for yards will be made from the outer extremity of a dwelling, garage or other structural Improvement that is located or to be located on the Lot. All measurements shall be made from the closest point on a building or structural Improvement, excluding overhangs, gables, chimneys, or other portions of the building or structural Improvement being affected by such measurements.

Notwithstanding the foregoing, all dwellings, garages and other structural Improvements situated on a corner Lot shall maintain a minimum front yard set back from the public street or road right-of-way of not less than twenty-five feet (25') and a minimum side yard setback from the right-of-way of the public street or road on the side of the Lot of not less than fifteen feet (15') unless lesser distances are approved by the Architectural Committee. The Architectural Committee shall determine the facing direction of all such dwellings, garages and other structural Improvements, and its decision upon such matters shall be final.

#### **4.04 MASONRY REQUIREMENTS.**

All residences, whether located on interior or corner Lots, shall have a 100% of their exterior walls of stone or masonry construction. Limited wood components of the exterior walls, such as dormers, may be permitted with the approval of the Architectural Committee. The exposed exterior of foundations in excess of twenty-four (24) inches above finished grade must be constructed of or covered by masonry materials so that no more than twenty-four (24) inches of an unfinished or uncovered exterior of the foundation may be exposed above finished grade.

#### **4.05 MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS.**

The living area of the main residential structure located on any Lot exclusive of open porches and parking facilities shall not be less than 2,500 square feet for a single story residential structure and not less than 2,700 square feet for a two-story structure. The first floor of a two-story residential structure on Lots 28 through 83 of Block 1 of Greenshores on Lake Austin Phase One and Two must contain at least sixty percent (60%) of the total square feet of the structure unless otherwise approved by the Architectural Committee based on the architectural design or other features of the elevation of the residence resulting in a similar non-two story block structure visual effect, the topography of the Lot, the siting of the residence, or such other

factors as the Architectural Committee may determine appropriate.

#### **4.06 ROOFING MATERIALS.**

Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated for not less than a twenty-five (25) year warranty; (ii) non-reflective metal; (iii) concrete tile; or (iii) any materials approved in writing by the Architectural Committee; provided that the Architectural Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other Improvements within the Property.

#### **4.07 DRIVEWAYS.**

All driveways and sidewalks shall be masonry or concrete, and no asphalt or gravel driveways shall be permitted. All public sidewalks and that portion of the driveways from the street to the front property line (the "Approach") shall be gray, light-broomed finish concrete. The Approach must be banded at the property line with one soldier course of brick or masonry matching the home.

#### **4.08 GARAGES.**

The primary residential dwelling shall include an attached or detached private garage for not less than two (2) cars. All garages constructed on Lots 28 through 83 of Block 1 of Greenshores on Lake Austin Phase One and Two shall open to the side or rear of the Lot and shall not face or open onto any street adjacent to the Lot. No carports shall be erected or permitted on any Lot without the express approval of the Architectural Committee.

#### **4.09 WINDOWS.**

All windows on the exterior walls facing a street on Lots 28 through 83 of Block 1 of Greenshores on Lake Austin Phase One and Two shall be of wood construction and no aluminum or metal windows shall be allowed.

#### **4.10 PATHS.**

Paths may be constructed by Declarant in some areas of the Property and by Lot owners in other areas as approved by the Architectural Committee as being in compliance with the path plan adopted by Declarant during Declarant's Control Period, and thereafter as adopted by the Board

#### **4.11 FENCING.**

All fences must be approved by the Architectural Committee before installation. Type, height, and location must be submitted in writing or in a drawing for approval. All fences shall be constructed of wrought iron or stone. No chain link or wood privacy fencing will be allowed.

**ARTICLE V.  
RECREATIONAL USES**

**5.01 GREENBELT OR RECREATION AREAS.**

The annexation of future properties to the Property, as permitted by Article II hereof, which may include additional properties used for and devoted to greenbelt or recreational uses shall not be deemed as commercial uses of such property, but shall be deemed, for purposes of this Declaration, as additional recreational uses of such property by Declarant and not in violation or contradiction of any of the terms of this Declaration, or any future amendments or supplements hereto. Likewise, Declarant's ownership, operation, use, or maintenance of the facilities for tennis, swimming or marinas shall not be considered as "commercial" uses for purposes of this Declaration, but shall be deemed additional recreational uses of such property. Any Common Areas, greenbelt or recreation areas shall be governed by the rules and regulations promulgated by the Association.

**ARTICLE VI.  
GREENSHORES ON LAKE AUSTIN PROPERTY OWNERS' ASSOCIATION**

**6.01 ORGANIZATION.**

The Greenshores on Lake Austin Property Owners' Association, Inc. shall be a nonprofit Texas corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws and in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation of Subassociations, by provision therefor in Supplemental Declarations executed and recorded by Declarant, or as to lands owned by a Subdeveloper, by such Subdeveloper, to own, develop, assess, regulate, operate, maintain or manage portions of the Property subject to such Supplemental Declarations or to own, develop or control portions thereof for the common use or benefit of Owners and occupants of lands in the portions of the Property subject to such Supplemental Declarations.

**6.02 MEMBERSHIP.**

Only the Owners defined in Subparagraph (1) of Section 6.03(A) hereinbelow, and Declarant, shall be Members of the Association; provided, however, that no person shall be a Member of the Association by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest, mortgage or deed of trust. Each Owner as defined in the preceding sentence shall automatically be a Member of the Association without the necessity of any further action on his or her part, and Association membership shall be appurtenant to and shall run with the property interest ownership which qualifies the Owner

thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest, ownership of which qualifies the Owner thereof for membership, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

### 6.03 VOTING RIGHTS.

#### (A) Classes of Membership; Declarant's Control Period.

The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows. The Association shall have two classes of voting membership:

(i) Class A Members. Class A Members shall be all Owners other than Declarant. Class A Members shall be entitled to one vote for each Lot owned on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board in accordance with the provisions of this Declaration.

(ii) Class B Member. The Class B Member shall be Declarant. Declarant shall be entitled to twenty-five (25) votes for each Lot owned by the Declarant until the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership ("**Declarant's Control Period**"). After the expiration of Declarant's Control Period, Declarant shall be entitled to one vote for each Lot owned.

If at any time after the expiration of Declarant's Control Period, additional land is added to the Property or additional Lots are created by resubdivision of the Lots within the Property, Declarant shall then again be entitled to twenty-five (25) votes for each Lot owned and Declarant's Control Period shall automatically be reinstated and continue until such time as the total votes outstanding in the Class A membership again is equal the total votes outstanding in the Class B membership.

#### (B) Entitlement.

Notwithstanding anything to the contrary in this Declaration, no Owner other than Declarant shall be entitled to vote for a Lot until a residential dwelling has been completed on such Lot and is ready for occupancy and such Owner holds a certificate of occupancy or other applicable approval of the appropriate governmental agency if the same is required for the occupancy of the residential dwelling on such Lot.

#### (C) Joint or Common Ownership.

If any Lot is held jointly or in common by more than one Person, the Owners thereof shall designate, in writing, one Person or Owner who shall be entitled to cast such vote and no

other Person shall be authorized to vote in behalf of such Lot. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owner thereof to file such designation, such votes shall neither be cast nor counted for any purpose whatsoever.

**(D) Proxy Voting.**

Any Owner, including Declarant, may give a revocable written proxy to any Person authorizing the latter to cast the Owner's vote(s) on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws, but no such proxy shall be valid for a period greater than eleven (11) months.

**(E) Cumulative Voting.**

The cumulative system of voting shall not be allowed.

**6.04 MEETINGS.**

There shall be an annual meeting of the Members of the Association on the third Thursday in January of each year at the principal office of the Association, or such other place as the Board may designate. Except as in the next sentence provided, no notice need be given of said annual meeting. Said annual meeting may be held at such other reasonable place or time as may be designated by written notice by the Board or by written notice signed by Owners having one-fifth (1/5) of the total votes outstanding, computed as provided in Section 6.03 hereinabove, delivered not less than ten (10) days or mailed not less than fifteen (15) days prior to the date fixed for said meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as his address appears on the books of the Association.

**(A) Quorum.**

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding (computed as provided in Section 6.03 hereinabove) shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be waived. Action may be taken by a vote of a majority of the votes present at such adjourned meeting.

**(B) Presiding Officer.**

The Chairman of the Board, or in his or her absence the Vice Chairman, shall call meetings of Members to order and act as chairman of such meetings. In the absence of both officers, any Member entitled to vote or any proxy of any such Member may call the meeting to

order, and a chairman of the meeting shall be elected. The Secretary of the Association, or in his or her absence the Assistant Secretary, shall act as Secretary of such meeting and in the absence of both officers, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting.

**(C) Vote Necessary.**

Except as provided otherwise in Section 6.03 of this Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy

**6.05 DUTIES OF THE ASSOCIATION.**

Subject to and in accordance with Greenshores on Lake Austin Restrictions, the Association shall have and perform each of the following duties for the benefit of the Members of the Association.

**(A) Association Property.**

- (1) Ownership and Control. To accept, own, operate and maintain all Common Areas or other property that may be conveyed or leased to it, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association.
- (2) Dissolution. To pay over or convey, upon dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.
- (3) Repair and Maintenance. To maintain in good repair and condition all lands, Improvements, and other Association Property owned by or leased to the Association.
- (4) Taxes. 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 Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

**(B) Private Driveways.**

To maintain in good repair and condition all joint use private driveways providing access to Lots as reflected on any plat of the Subdivision in accordance with the terms of the Joint Use



Driveway Easements pertaining thereto recorded in the Office of the County Clerk of Travis County, Texas.

**(C) Drainage Diversion Structure.**

To maintain the drainage diversion structure, consisting of a low concrete wall approximately one foot thick, inlets, weirs, pipes and appurtenances, constructed along the right-of-way of Pearce Road approximately two feet inside the lot lines of Lots 45-48, Block 2, Greenshores on Lake Austin, Phase One, and Lots 36-40, Block 1 and Lots 43 and 44, Block 2, Greenshores on Lake Austin, Phase Two. It is understood that the owners of said Lots shall be entitled to use the drainage diversion structure as a footer for fencing so long as such fencing does not interfere with the inlets, pipes and appurtenances or otherwise adversely affect the operation of the drainage diversion structure to control stormwater runoff coming onto the Lots across Pearce Road.

**(D) Insurance.**

To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include:

- (1) Fire and extended coverage insurance on all Improvements owned by or leased to the Association, the amount of such insurance to be not less than ninety percent (90%) of their aggregate full insurable value, meaning actual replacement cost exclusive of the costs of excavations, foundations and footings. Such insurance shall insure the Association and mortgagees, as their interest may appear. As to each such policy which will not be thereby voided or impaired, the Association hereby waives and releases all claims against the Board and Declarant, and the officers, agents and employees of each, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but such waiver shall not extend to acts of gross neglect or willful misconduct. If the foregoing exculpatory clause is held to be invalid, then the liability of the insurance company shall be primary, and the liability of the Board, Declarant, and the officers, agents, and employees of the Board and of Declarant shall be secondary.
- (2) Bodily injury liability insurance, with limits not less than Five Hundred Thousand and No/ 100 Dollars (\$500,000) per person and One Million and No/100 Dollars (\$1,000,000) per occurrence and property damage liability insurance of not less than Fifty Thousand and No/100 Dollars (\$50,000) per occurrence, insuring against liability for death, bodily injury or property damage arising from activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The liability insurance policies referred to above shall name as separately protected insureds Declarant, the Association, the Board and each of its

members, and the Manager, and such policies may also name some or all of the respective officers, employees and agents of the foregoing.

- (3) Worker's Compensation insurance to the extent necessary to comply with applicable laws.
  - (4) A fidelity bond in the penal amount of not less than Twenty-five Thousand and No/100 Dollars (\$25,000) naming each member of the Board and such other Persons designated by the Board as principals and the Association as obligee.
  - (5) Such other insurance, including indemnity and other bonds, as the Board shall deem necessary or expedient to carry out the Association functions.
- (E) Greenshores on Lake Austin Rules.**

To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Greenshores on Lake Austin Rules, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing sentence, such Greenshores on Lake Austin Rules may set dues and fees; prescribe the regulations governing the operation and use of Common Areas and Association Property; and to permit and enforce speed and traffic controls, use of vehicles, and parking and safety restrictions in all Common Areas within the Property. Each Member shall be entitled to examine such Greenshores on Lake Austin Rules at any time during normal working hours at the principal office of the Association.

**(F) Architectural Committee.**

To appoint and remove members of the Architectural Committee as provided in Section 9.02 hereof, and to insure that at all times there is available a duly constituted and appointed Architectural Committee. The Board may incorporate such Committee as a Texas nonprofit corporation.

**(G) Enforcement.**

To enforce, in its own behalf and in behalf of all Owners, the covenants, conditions, and restrictions set forth in this Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions, and restrictions, and as assignee of Declarant; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of the Greenshores on Lake Austin Restrictions. The Board shall be authorized to institute litigation, settle claims, enforce liens and take such action as it may deem necessary or expedient to enforce the provisions of the Greenshores on Lake Austin Restrictions; provided however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

**(H) Financing.**

To execute mortgages and deeds of trust, both construction and permanent, for construction of facilities, including Improvements on property owned by or leased to the Association, and to accept lands, whether or not improved, from Declarant subject to such mortgages and deeds of trust. 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 Association. The mortgage, deed of trust, or other security interest given to secure repayment of any debt may consist of a first or 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 deed of trust or other security instrument may be retired from revenues generated by dues, use fees, assessment of the Members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Association, as the case may be, but subject to the limitations imposed by this Declaration.

**(I) Audit.**

To provide an annual audit by an independent certified public accountant of the accounts of the Association and to make such audit available for inspection and review by Association Members during normal business hours at the principal office of the Association. Any Member may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association by a certified public accountant provided that such auditor inspection is made during normal business hours and without unnecessary interference with the operations of the Association.

**(J) Other.**

To carry out all duties of the Association as set forth in the Greenshores on Lake Austin Restrictions.

**6.06 POWERS AND AUTHORITY OF THE ASSOCIATION.**

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

**(A) Assessments.**

To levy Assessments as provided in Article IX, hereinbelow. An "Assessment" is defined as that sum which must be levied in the manner and against the Property set forth in Article IX hereinbelow in order to raise the total amount for which the levy in question is being made.

**(B) Right of Entry and Enforcement.**

To enter onto any Lot or Common Area, for the purpose of enforcing, by peaceful means, the Greenshores on Lake Austin Restrictions, or for the purpose of maintaining or repairing any joint use private driveway reflected on any plat of the Subdivision, any Common Area, Improvement or other facility to conform to the Greenshores on Lake Austin Restrictions. The Association shall also have the power and authority from time to time, in its own name and on its own behalf, or in the name 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 Greenshores on Lake Austin Restrictions.

**(C) Manager.**

To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any of their duties, powers and functions to the Manager. The Owners hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

**(D) Legal and Accounting Services.**

To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of the Greenshores on Lake Austin Restrictions, or the Greenshores on Lake Austin Rules, or in the performance of any other duty, right, power, or authority of the Association.

**(E) Utility Services.**

To pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities, services and maintenance for the property of the Association.

**(F) Other Areas.**

To maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, paths, trails, ponds, lakes, and other areas of the Property owned by or leased to the Association, and to perform the obligations of the Association under any license agreement

or similar agreement entered with the County or the City in connection with the use and maintenance of medians within in any public street or road right-of-way located within or immediately adjacent to the Subdivision.

**(G) Recreational Facilities.**

To own and operate any and all types of facilities for both active and passive recreation.

**(H) Other Services and Properties.**

To obtain and pay for any other property and services, including but not limited to fire protection, security, street lighting and emergency medical services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for, pursuant to applicable law, the terms of the Greenshores on Lake Austin Restrictions, or the Articles or Bylaws of the Association.

**(I) Construction on Association Property.**

To construct new Improvements or additions to Association properties, subject to the approval of the Architectural Committee as required in this Declaration.

**(J) Contracts.**

To enter into contracts with Declarant with Subassociations, Subdevelopers, and other Persons on such terms and provisions as the Board shall determine. As to any such contract into which the Association may enter with a Subassociation, the Association may make, establish and promulgate, and in its discretion may amend or repeal and re-enact, rules of the kind described in Section 6.05(D) with respect to the Subassociation's property.

**(K) Permits.**

To obtain and hold any and all types of permits and licenses as may be required for any of the activities required or permitted to be taken by the Association.

**(L) Ownership of Property.**

To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

**(M) Subsidiaries.**

To create a subsidiary or other association to perform the rights, powers, duties, obligations, or functions which might prevent the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association by this Declaration; or alternatively, the Association may retain the rights, powers,

duties, obligations, or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations, and functions to such subsidiary or other association.

**(N) Exterior Maintenance.**

To enter on any Lot, whether improved or unimproved, and to repair, maintain, cleanup and restore such Lot and/or the exterior of any building or other Improvements erected thereon, in the event any Owner of any Lot or Improvement within the Property shall fail to maintain the premises and the Improvements situated thereon in a manner satisfactory to the Association. No such entry, repair, maintenance, or other action shall be taken pursuant to this paragraph until approval has been gained by a two-thirds (2/3) vote of the Board. Any costs or expenses incurred in connection with such exterior maintenance or cleanup of any Lot shall be added to and become a part of the Assessment to which such Lot is subject. The Board shall be authorized to add all such costs to the next regular billing of Assessments for such Lot.

**(O) Diseased Trees.**

To enter upon any Lot or other part of the Property at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect-infested trees or other plant life are found, the Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to privately owned Lots may be levied by the Association as a specific Assessment against such Lots pursuant to Section 8.10 hereof.

**6.07 INDEMNIFICATION.**

**(A) Third Party Actions.**

The Association may indemnify any Person who was or is a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such Person in connection with such action, suit or proceeding if it is found and determined by the Board or court, that such Person (1) acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's 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 such Person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful.

**(B) Derivative Actions.**

The Association may indemnify any Person who was or is a party to any threatened, pending or completed action, suit or proceeding brought by or in the right of the Association by reason of the fact that such Person is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such Person in connection with the defense or settlement of such action, proceeding or suit if it is found or determined that such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interest of the Association. No indemnification shall be made in respect of any claim, issue or matter as to which such Person shall have been adjudged to be liable for negligence or misconduct in the performance of such Person's duty to the Association unless (and only to the extent) the court in which such action, proceeding or suit was brought shall determine that, despite the adjudication of liability and in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity.

**(C) Determination.**

An indemnification which the Association has elected to provide under Paragraph (A) or (B) of this Section (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraph (A) or (B) of this Section. Such determination shall be made (a) by the Board by a majority vote of directors who were not parties to such action, suit or proceeding; or (b) if obtainable, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph (A) or (B) of this Section, or in defense of any claim, issue or matter therein, then to the extent that the Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in Paragraph (A) or (B) of this Section.

**(D) Payment in Advance.**

Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board as provided in Paragraph (C) of this Section upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

**(E) Insurance.**

The Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

**(F) Other Coverage.**

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Declaration, Texas law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a Person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a Person.

**ARTICLE VII.  
ASSOCIATION PROPERTY**

**7.01 USE.**

Each Owner of a Lot, the members of such Owner's family who reside in the residence located on the Lot, and each lessee of a residence located on a Lot and the members of such lessee's family who reside in the residence located on the Lot shall be entitled to use the Property of the Association subject to:

- (a) The provisions of the Greenshores on Lake Austin Restrictions, and each Person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith;
- (b) The right of the Association to charge reasonable dues and use fees;
- (c) The right of the Association to suspend the rights to the use of any Association Property or any Common Area by any Member or lessee and their respective families, guests and invitees for any period during which any Assessment against the Member's property remains past due and unpaid; and, after notice and hearing by the Board, the right of the Association to invoke any remedy set forth above in Section 3.09 for any other infraction of the Greenshores on Lake Austin Restrictions;
- (d) The right of the Association to require that security deposits be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing to the Association;



- (e) Such rights to use Association Property as may have been granted by the Association or prior Owners of property of the Association to others; and
- (f) Such covenants, conditions, and restrictions as may have been imposed by the Association or prior Owners on property of the Association.

## 7.02 DAMAGES

Each Member and lessee described above in Section 7.01 shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such Person or of the Owner or lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several. The amount of such damage may be assessed against such Person's real and personal property on or within the Property, including the leasehold estate of any lessee, and may be collected as provided in Article IX below for the collection of Assessments.

## 7.03 DAMAGE AND DESTRUCTION.

In the case of destruction of or damage to Association Property by fire or other casualty:

### (A) Reconstruction --Minor.

If the cost of repairing or rebuilding does not exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000) of the amount of the available insurance proceeds, such insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association Property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special Assessment to make good any deficiency.

### (B) Reconstruction - Major.

If the cost of repairing or rebuilding exceeds One Hundred Thousand and No/100 Dollars (\$100,000) and the available insurance proceeds then:

The insurance proceeds shall be paid to the Board, to be held in separate trust for the benefit of the Members, as their respective interests shall appear. The Association may, on behalf of the Members, enter into an agreement with a bank or other corporate trustee upon such terms as the Board may approve consistent herewith, for the purpose of receiving, holding or disbursing such proceeds.

The Association shall obtain firm bids from two (2) of more responsible contractors to repair or rebuild any or all portions of the damaged Property and shall call a special meeting of the Members to consider such bids. At such special meeting, the Members may, by a

three-fourths (3/4) majority of the votes cast at such meeting elect to reject such bids and not rebuild. Failure to reject such bids shall be deemed acceptance of such bid as may be selected by the Board. If a bid is accepted, the Association may levy special Assessments on the Members to make up any deficiency between the total insurance proceeds and the contract price of repairing or rebuilding the Association Property and such Assessments and all insurance proceeds shall be paid to the Board to be used for such repairing or rebuilding. Such Assessments may be made due on such dates as the Association may designate. The Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such Assessments, by a pledge of or mortgage on any personal property owned by the Association or held by it in trust for the Members, or on any other real property owned by the Association. If the Members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up of the property, shall be retained by the Association for use in performing its functions under this Declaration.

**(C) Decision Not to Reconstruct.**

If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to Paragraph (A) or (B), as the case may be of this Section.

**7.04 TRANSFER OF COMMON AREAS TO ASSOCIATION.**

Declarant will transfer and convey to the Association all Common Areas within any developed phase in the Subdivision upon completion of all development in such phase by Declarant. For purposes of this Section, the development of any phase shall be considered complete when the utilities have been installed, all streets paved and all landscaping or development of Common Areas, if any, have been fully accomplished.

**ARTICLE VIII.  
FUNDS AND ASSESSMENTS.**

**8.01 LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) regular Assessments or charges, and (b) special Assessments for capital improvement, such Assessments to be established and collected as hereinafter provided. In addition to the foregoing, and where applicable, each such Owner is further deemed to covenant and agree to pay to the Association any Assessment benefiting a specific area owned by such Owner as provided in Section 8.10

below. The monthly and special Assessments, together with interest, costs and reasonable attorneys' fees, shall to the full extent permitted by law, be a charge of the land and the payment thereof shall be secured by a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due.

**8.02 PURPOSE OF ASSESSMENTS.**

The Assessments levied by the Association shall be used to maintain, preserve and operate the Association Property for the benefit of the Members, and to carry out the powers, duties and functions of the Association as set forth in Article VII of this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, paying ad valorem taxes thereon, and maintaining and preserving said property as well as for the creation of reasonable reserves for future maintenance, preservation, operation and/or capital improvements or expansion of Association Property.

**8.03 PROPERTY SUBJECT TO ASSESSMENT.**

The Association shall levy one (1) Assessment against each platted Lot, whether or not improved.

**8.04 EXEMPT PROPERTY.**

No Assessment shall be levied against Declarant's platted, unsold Lots, or any other property, whether or not platted or otherwise improved, held or owned by Declarant. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the Assessments created herein. However, no land or Improvements devoted to dwelling use shall be exempt from said Assessments.

**8.05 ASSESSMENT PRORATED.**

Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose, in proportion to the amount of the Assessment year or other period remaining after said date.

**8.06 PERSONAL LIABILITIES.**

Each Owner shall be personally liable for an Assessment and the same shall become a lien against each Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

#### **8.07 GREENSHORES ON LAKE AUSTIN MAINTENANCE FUND.**

The Board shall establish a fund (the "Greenshores on Lake Austin Maintenance Fund") into which shall be deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject to the Greenshores on Lake Austin Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, and as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

#### **8.08 REGULAR ANNUAL ASSESSMENTS.**

Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Greenshores on Lake Austin Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves. Except in the case of special Assessments as provided for herein, uniform and equal Assessments sufficient to pay such estimated expenses shall then be levied. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular assessments shall be due and payable to the Association 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, in its sole and absolute discretion, may designate.

#### **8.09 SPECIAL ASSESSMENTS.**

In addition to the regular annual Assessments provided for above in Section 8.08, the Board may levy in any Assessment year special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto.

#### **8.10 ASSESSMENT BENEFITING SPECIFIC AREAS.**

(a) The Association shall have the authority to levy Assessments against each Lot for which access is provided by a Joint Use Driveway Easement as reflected on any plat of the Subdivision, which Assessments shall be expended solely for the maintenance, operation, repair, and replacement of the private driveway providing access to the Lots for which such Assessments are levied. The amount of the Assessment for each Lot shall be determined by the costs related to the private driveway providing access to such Lot and shall be levied in proportion to the number of Lots for which such private driveway provides access so that each such Lot shall be responsible for an equal share of the costs of such driveway. Any such Assessment shall constitute a lien on the Lots so assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article.

(b) The Association shall also have authority to levy Assessments against specific local areas and Improvements which Assessments shall be expended for the benefit of the properties so assessed. The Assessments levied under this Section shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and, therefore, the amount levied against each parcel of land or Improvement need not be equal. Any such Assessment shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article.

#### **8.11 COMMENCEMENT AND COLLECTION OF QUARTERLY ASSESSMENTS.**

The initial regular, quarterly Assessment is hereby established by Declarant to be the sum of One Hundred Twenty-Five Dollars (\$125.00) per Lot and shall be due and payable during the first calendar quarter following the sale of any Lot. The Board shall thereafter fix the amount of the quarterly Assessments against each Lot at least thirty (30) days in advance of each January 2nd, April 1st, July 1st and October 1st, and shall fix the date such amounts shall become due. Notice of Assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessment against a specific Lot has been paid, and shall, on or before the 1st day of January cause to be recorded in the Office of the County Clerk of Travis County, Texas, a list of delinquent Assessments as of that date.

#### **8.12 NONPAYMENT: LIENS, REMEDIES OF THE ASSOCIATION.**

Any Assessment not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such Assessment, whether regular or special, assessed against any Lot plus interest on such Assessment at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lot and the Improvements thereon. Such lien shall be prior to any declaration of homestead. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, or (b) foreclose said lien against the Lot, or (c) both. No Owner may waive or otherwise escape liability for any Assessment by nonuse of Association Property, or any other Common Area or by the abandonment of any Lot. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge. The enforcement and foreclosure of such liens shall be subject to the limitations and requirements set forth in the Texas Residential Property Owners Protection Act (Section 209.001 et seq of the Texas Property Code) as the same may be amended, superceded or replaced from time to time.

#### **8.13 MORTGAGE PROTECTION.**

Notwithstanding any other provision of the Greenshores on Lake Austin Restrictions, no lien created under this Article VIII or under any other article of this Declaration, nor any lien

arising by reason of any breach of the Greenshores on Lake Austin Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage or deed of trust of first and senior priority now or hereafter made in good faith and for value. However, after the foreclosure of any such first mortgage or deed of trust or after conveyance in lieu of foreclosure, such Lot shall remain subject to the Greenshores on Lake Austin Restrictions and shall thereafter be liable for all regular and special Assessments levied by the Association.

**8.14 EFFECT OF AMENDMENTS ON MORTGAGES.**

No amendment of Section 8.13 of this Declaration shall affect the rights of any beneficiary whose mortgage or deed of trust has the first and senior priority as in Section 8.13 provided and who does not join in the amendment thereof, provided that such mortgage or deed of trust is recorded in the mortgage records of Travis County, Texas, prior to the recordation of such amendment; provided however, that after foreclosure, or conveyance in lieu of foreclosure the Lot which was subject to such mortgage or deed of trust shall be subject to such amendment.

**8.15 SUBORDINATION.**

The lien for Assessments provided for herein shall be subordinated to the lien of any first lien mortgage. Sale or transfer of any Lot subject to unpaid Assessments shall not affect the assessment lien. However, the sale or transfer of any Lot subject to assessment pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot subject to Assessment from liability for any Assessments thereafter becoming due or from the lien thereof.

**ARTICLE IX.  
ARCHITECTURAL COMMITTEE**

**9.01 NUMBER OF MEMBERS.**

The Architectural Committee shall consist always of either three (3) or five (5) members. The initial members of the Committee shall be appointed by Declarant.

The Board may reduce the number of members of the Committee to three (3) and increase it to five (5) as often as it wishes. Each member of the 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. Members of the Committee may be removed at any time without cause.

**9.02 APPOINTMENT OF MEMBERS.**

During Declarant's Control Period, the Declarant shall have the exclusive right to appoint and remove all members of the Architectural Committee. Thereafter, the Board shall

have the right to appoint and remove all members of the Architectural Committee without Declarant's consent. Notwithstanding anything herein to the contrary, during Declarant's Control Period, Declarant shall have the right, in Declarant's sole and absolute discretion, to veto any Committee action that directly affects the planning, design, construction or development of any Lot owned by Declarant. Declarant must exercise its veto within ten (10) days after it receives notice of the Architectural Committee action affecting a Lot owned by Declarant.

### **9.03 ADOPTION OF RULES.**

The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties. The Committee Rules may provide requirements and standards with respect to any and all matters with which the Committee is charged in this Declaration. A rule adopted by the Architectural Committee shall not be in effect until approved by the Board. The Committee may adopt procedural and substantive rules as provided herein not in conflict with this Declaration applicable to distinct areas of the Property.

### **9.04. POWERS AND DUTIES OF ARCHITECTURAL COMMITTEE.**

The Architectural Committee shall have all powers and duties conferred or imposed upon it by this Declaration and all inherent powers necessary or proper in the performance of its duties, as set forth in this Declaration or the Committee Rules. In addition thereto, and without limiting the generality of the foregoing, the Architectural Committee shall have the following specific powers and duties:

- (a) To approve all Plans and Specifications for any Improvements constructed within the Property;
- (b) To review and inspect all construction or proposed construction within the Property;
- (c) To set such height elevations and setback requirements as it deems necessary or proper whether or not such limitations are contained on the face of any applicable plat;
- (d) To prescribe for any given section or area of development certain building or architectural restrictions, construction codes, methods of development, limitations on types of building materials, placement of structures, colors, standards and requirements for all aspects of construction, drainage requirements, or other similar restrictions or limitations; to review and approve or disapprove Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and Greenshores on Lake Austin generally;

- (e) To review and approve or disapprove Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features;
- (f) To review and approve or disapprove Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance of the Plans and Specifications with the Greenshores on Lake Austin Restrictions;
- (g) To control the spacing or orientation of all residential dwellings, buildings, garages, accessory buildings, or other Improvements of any type whatsoever, with relation to the front and side yard orientation thereof;
- (h) To prescribe design or construction criteria for driveways, fences, walls, landscaping, or other Improvements;
- (i) To specify types, colors, quality of roofing materials to be applicable to any given area or street;
- (j) To prescribe the terms and conditions under which Association and private property may be used during construction;
- (k) To prescribe development criteria for various types of single-family developments including zero lot line development;
- (l) To require and issue written approvals as a condition for commencement of construction of any Improvement;
- (m) To prescribe and charge reasonable fees for its services;
- (n) To prescribe and charge reasonable fees for use of any Association Property that is in excess of normal use by residents; and
- (o) To prescribe and charge reasonable deposits to insure compliance with the Committee Rules.

#### **9.05 REVIEW OF PROPOSED CONSTRUCTION.**

Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Sections 10.07 and 10.08 below, prior to commencement of any construction of any Improvement in the Property, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction



thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The 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 Committee.

The Committee may review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, on the basis of compliance or lack of compliance with the Committee Rules. The Committee shall take into consideration the compliance or lack of compliance with the Committee Rules and all matters with which it is charged in this Declaration. Any action of the Committee, including approval of Plans and Specifications and any Improvement constructed pursuant thereto, shall mean only that the proposed Improvement is satisfactory to the Committee. Such action of the Committee shall not be an opinion, approval, warranty or representation by the Committee as to whether the Improvement will satisfy all of the requirements of this Declaration; that the Improvement will be structurally sound; that it will comply with any applicable building code; that it will be free from damage from wind, rain or flood; that it will not encroach on any easements; or that it will not divert surface water in a manner not allowed by law.

#### **9.06 MEETINGS OF THE COMMITTEE.**

The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 9.10 hereinbelow. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

#### **9.07 NO WAIVER OF FUTURE APPROVALS.**

The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the 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.

#### **9.08 INSPECTION OF WORK; NONCOMPLIANCE.**

The Committee may inspect all work in progress and any completed Improvement. If the Committee determines the work or Improvement does not comply with the Greenshores on Lake Austin Restrictions, the Committee give notice of any noncompliance to the Owner specifying in reasonable detail the particulars of the noncompliance. No work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board

should ultimately find that noncompliance exists. If the Owner denies that such noncompliance exists, the Board shall conduct a hearing in accordance with the requirements of the Texas Residential Property Owners Protection Act, as it may be amended, superceded or replaced from time to time, at which hearing it shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Assessment against such Owner and the Improvement in question and the Lot upon which the same is situated for reimbursement and the same shall constitute a lien upon such Lot and Improvement and be enforced as provided in this Declaration.

#### **9.09 NONLIABILITY OF COMMITTEE MEMBERS.**

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

#### **9.10 VARIANCES.**

The Architectural Committee may grant variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, or of any plat, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetics or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration, or any plat shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration, or of any plat for any purpose except as to the particular property and in the particular instance covered by the variance.

**ARTICLE X.  
MISCELLANEOUS**

**10.01 TERMS.**

This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property and recorded in the appropriate records in the Office of the Clerk of Travis County, Texas.

**10.02 AMENDMENT.**

This Declaration may be amended as follows:

**(A) By Declarant.**

This Declaration may be amended by Declarant, without the consent, approval or joinder by any other Owner, at any time and from time to time as long as Declarant owns at least one (1) Lot within the Property; and

**(B) By Owners.**

Except as provided in Subsection (A), this Declaration may be amended by the recording in the Office of the County Clerk of Travis County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Board, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 6.03. Any Owner may indicate such Owner's approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Association.

**10.03 UTILITY EASEMENTS.**

The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement" or such other areas as may be deemed by the Declarant to be necessary, sewer and other pipe-lines, conduits, wires and any public utility function beneath the surface of the ground, or above the surface with the approval of the Architectural Committee, with the right of access to the same at any time for the purposes of repair and maintenance.

- (a) Street light poles or standards may be served by underground cable, and elsewhere throughout the Property, all supply lines shall be located underground. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- (b) Underground service cable to all houses which may be located on all Lots in said addition may be run from the most convenient service pedestal or transformer to the point of usage determined by the location and each said Lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said Lot, covering a five-foot (5') strip extending two and one-half feet (2.5') on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easements shown on any plat for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
- (d) The Owner of each Lot shall be responsible for the protection of the underground electric facilities located on his Lot and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The utility company will be responsible for ordinary maintenance of underground electric facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or his agents or contractors.
- (e) The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the Owner of each Lot agrees to be bound hereby.

#### 10.04 NOTICES.

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

#### 10.05 INTERPRETATION.

The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Subdivision as set forth in the Greenshores on

Lake Austin Restrictions. This Declaration shall be construed and governed under the laws of the State of Texas.

#### **10.06 CONSTRUCTION ACTIVITIES.**

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by any Owner, including Declarant, upon the Property; provided that when completed, such Improvements shall in all respects conform to this Declaration. 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; is in compliance with the provisions of this Declaration; and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provisions, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

#### **10.07 EXEMPTION OF DECLARANT.**

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

#### **10.08 ASSIGNMENT BY DECLARANT.**

Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of its privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Declarant may, upon application and showing of sufficient cause, exempt any Person from the control and jurisdiction of the Architectural Committee. Any such assignment by 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.

## 10.09 ENFORCEMENT AND NONWAIVER.

### (A) Right of Enforcement.

Except as otherwise provided herein, any Owner at his own expense, Declarant, and the Board shall have the right to enforce all of the provisions of the Greenshores on Lake Austin Restrictions against any Lot within the Property and the Owners thereof. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The right of any Owner to so enforce such provisions shall be equally applicable without regard to whether the Lot (or other interest) of the Owner seeking enforcement or the Lot (or other interest) whereon or with respect to which a violation of such provisions is alleged, is initially set forth on Exhibit "A" or is hereafter subjected to this Declaration pursuant to Article II above.

### (B) Violation Nuisance.

Every act or omission whereby any provision of the Greenshores on Lake Austin Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at his own expense), Declarant, or the Board. However, only Declarant, the Board and the duly authorized agents of either of them may enforce by self-help any of the provisions of the Greenshores on Lake Austin Restrictions, and then only if such self-help is preceded by reasonable notice to the Owner in question and after compliance with the requirements of the Texas Residential Property Owners Protection Act, as the same may be amended, superceded or replaced from time to time.

### (C) Violation of Laws.

Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth in the Greenshores on Lake Austin Restrictions.

### (D) Nonwaiver.

The failure to enforce any provision of Greenshores on Lake Austin Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Greenshores on Lake Austin Restrictions.

### (E) Lien.

The Association shall have the right, when appropriate in its judgment and in compliance with all applicable laws, to claim or impose a lien upon any Lot in order to enforce any right or effect compliance with this Declaration.

10.10 CONSTRUCTION.

(A) Restrictions Severable.

The provisions of this Declaration and any other of the Greenshores on Lake Austin 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 provisions.

(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 affect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 9<sup>th</sup> day of JULY, 2003.

  
MARION DUDLEY FOWLER

  
SUSAN K. ADLER, Trustee of the Carol  
McMurtry Fowler Charitable Remainder Trust

  
ROBERT PENN FOWLER

  
BRADLEY A. FOWLER

  
SALLY POPE FOWLER

THE STATE OF <sup>Blanco</sup>TEXAS §  
COUNTY OF <sup>Crow</sup>TRAVIS §

This instrument was acknowledged before me on the 11 day of July, 2003, by MARION DUDLEY FOWLER.

Thomas N. Corcoran  
NOTARY PUBLIC, State of Texas <sup>Maine</sup>

Thomas N. Corcoran  
Notary Public • Maine  
My commission expires February 28, 2009

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

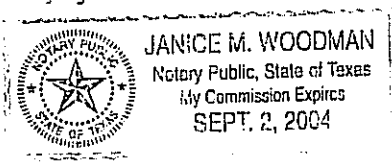
~~This instrument was acknowledged before me on the 11 day of July, 2003, by SUSAN K. ADLER, Trustee of the Carol McMurtry Fowler Charitable Remainder Trust, on behalf of said Trust.~~

~~Thomas N. Corcoran  
NOTARY PUBLIC, State of Texas <sup>Maine</sup>~~

~~Thomas N. Corcoran  
Notary Public • Maine  
My commission expires February 28, 2009~~

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

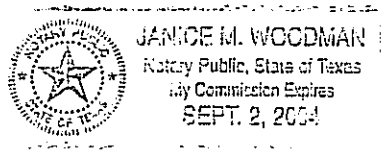
This instrument was acknowledged before me on the 9th day of July, 2003, by ROBERT PENN FOWLER.



Janice M. Woodman  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of July, 2003, by BRADLEY A. FOWLER.

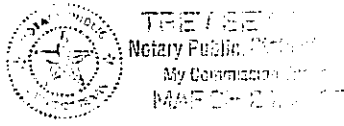


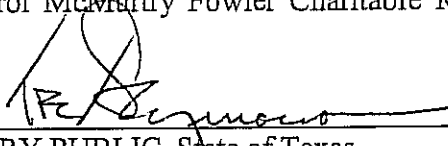
Janice M. Woodman  
NOTARY PUBLIC, State of Texas



THE STATE OF TEXAS   §  
                                      §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 14<sup>TH</sup> day of JULY, 2003, by SUSAN K. ADLER, Trustee of the Carol McMurtry Fowler Charitable Remainder Trust, on behalf of said Trust.



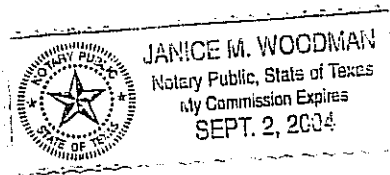
  
\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 9th day of July, 2003, by SALLY POPE FOWLER.



Janice M. Woodman  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

**R. Alan Haywood  
Graves, Dougherty, Hearon & Moody  
515 Congress Avenue, Suite 2300  
Austin, Texas 78701**

FIELD NOTE DESCRIPTION FOR TRACT 1:

BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE CHARLES TYDINGS SURVEY NO. 3, ABSTRACT NO. 774, AND BEING ALL OF THAT CERTAIN TRACT OF LAND SAID TO CONTAIN 9.4 ACRES OF LAND AS DESCRIBED IN A DEED TO DUDLEY FOWLER, ET AL FROM ROBER FOWLER, TRUSTEE, RECORDED IN DOCUMENT NO. 2000122012 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in a south line of the City of Austin's Emma Long Metropolitan Park for the Northeast corner of that certain tract of land as described in a deed to E. H. Hoff, recorded in Volume 6751, Page 2286, of the Deed Records of Travis County, Texas, for the Northwest corner of the said Fowler tract, and for the Northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE with the north line of the said Fowler tract and with a south line of the said Emma Long Park tract, the following two (2) courses:

1. South  $61^{\circ}58'03''$  East, a distance of 234.27 feet to an iron rod found, for an angle corner of this tract;
2. South  $61^{\circ}38'59''$  East, a distance of 705.25 feet to an iron rod set in the north right-of-way line of Pearce Road, for the East or Northeast corner of this tract;

THENCE with the north right-of-way line of said Pearce Road, the following nine (9) courses:

1. South  $62^{\circ}49'09''$  West, a distance of 33.12 feet to an iron rod found, for an angle corner of this tract;
2. South  $62^{\circ}58'09''$  West, a distance of 7.42 feet to an iron rod found, at the beginning of a curve to the left;
3. Along said curve to the left an arc length of 315.37 feet, having a radius of 746.78 feet, a delta angle of  $24^{\circ}11'48''$ , a chord bearing of South  $50^{\circ}10'33''$  West, and a chord distance of 313.04 feet to an iron rod found;
4. South  $38^{\circ}10'27''$  West, a distance of 177.09 feet to an iron rod found at the beginning of a curve to the right;

**EXHIBIT A**


5. Along said curve to the right an arc length of 162.90 feet, having a radius of 210.49 feet, a delta angle of  $44^{\circ}20'29''$ , a chord bearing of North  $60^{\circ}19'27''$  East, and a chord distance of 158.86 feet to an iron rod found at the beginning of a compound curve to the right;
6. Along said compound curve to the right an arc length of 186.21 feet, having a radius of 186.21 feet, a delta angle of  $55^{\circ}12'06''$ , a chord bearing of North  $69^{\circ}53'39''$  West, and a chord distance of 179.09 feet to an iron rod found;
7. North  $42^{\circ}18'29''$  West, a distance of 115.42 feet to an iron rod found at the beginning of a curve to the right;
8. Along said curve to the right an arc length of 180.07 feet, having a radius of 676.78 feet, a delta angle of  $15^{\circ}14'42''$ , a chord bearing of North  $34^{\circ}46'36''$  West, and a chord distance of 179.54 feet to an iron rod found at the beginning of a reverse curve to the left;
9. Along said reverse curve to the left an arc length of 86.96 feet, having a radius of 161.58 feet, a delta angle of  $30^{\circ}50'04''$ , a chord bearing of North  $43^{\circ}23'03''$  West, and a chord distance of 85.91 feet to an iron rod found, for the Southeast corner of the said Hoff tract, for the Southwest corner of the said Fowler tract, and for the Southwest corner of this tract;

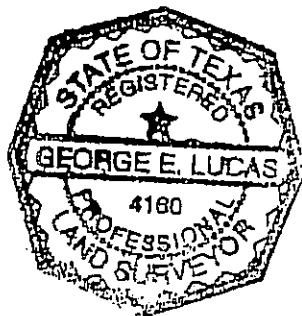
THENCE with the east line of the said Hoff tract and the west line of the said Fowler tract, the following three (3) courses:

North  $01^{\circ}17'45''$  West, a distance of 23.39 feet to an iron rod found, for an angle corner of this tract;

North  $61^{\circ}34'57''$  East, a distance of 183.33 feet to an iron rod found, for an angle corner of this tract;

North  $07^{\circ}49'12''$  West, a distance of 418.27 feet to the POINT OF BEGINNING, containing 9.375 acres of land, more or less.

  
 George E. Lucas  
 Registered Professional  
 Land Surveyor No. 4160  
 State of Texas  
 Date: March 08, 2003



FIELD NOTE DESCRIPTION FOR TRACT 2:

BEING OUT OF AND A PART OF THE CHARLES TYDINGS SURVEY NO. 3, ABSTRACT NO. 774, AND BEING ALL OF THAT CERTAIN TRACT OF LAND SAID TO CONTAIN 18.02 ACRES OF LAND AS DESCRIBED IN A DEED TO MARION D. FOWLER, ET AL, RECORDED IN VOLUME 8399, PAGE 737, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the north right-of-way line of Oak Shores Drive, as recorded in Volume 2573, Page 597, of the Deed Records of Travis County, Texas, and in a east line of the City of Austin's Emma Long Metropolitan Park, and in the west line of the said Charles Tydings Survey No. 3, for the Southwest corner of the said Fowler tract, and for the Southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE with the east line of the said Emma Long Metropolitan Park, the west line of the said Charles Tydings Survey No. 3, and the west line of the said Fowler tract, North  $26^{\circ}18'43''$  East, a distance of 1,123.65 feet to an iron rod found, for the Southwest corner of that certain tract said to contain 6.128 acres of land as described in a deed to Dina McMearn, et al, recorded in Document No. 2000069515 of the Official Public Records of Travis County, Texas, for the Northwest corner of the said Fowler tract, and for the Northwest corner of this tract;

THENCE with the south line of the said McMearn tract and the north line of the said Fowler tract the following three (3) courses:

1. South  $50^{\circ}53'26''$  East, a distance of 682.24 feet to an iron rod found, for an angle corner of this tract;
2. South  $02^{\circ}47'35''$  East, a distance of 140.67 feet to an iron rod found, for an angle corner of this tract;
3. South  $24^{\circ}01'03''$  East, a distance of 46.31 feet to an iron rod found in the west right-of-way line of Pearce Road as recorded in Volume 2566, Page 317, of the Deed Records of Travis County, Texas and in curve to the left, for the Southwest corner of the said McMearn tract, for the Northeast corner of the said Fowler tract, and for the Northeast corner of this tract;

THENCE with the west line of said Pearce Road and the east line of the said Fowler tract, following four (4) courses:

1. Along said curve to the left an arc length of 100.21 feet, having a radius of 161.58 feet, a delta angle of 35°32'03", a chord bearing of South 35°25'13" West, and a chord distance of 98.61 feet to an iron rod found;
2. South 17°49'22" West, a distance of 118.64 feet to an iron rod found at the beginning of a curve to the left;
3. Along said curve to the left an arc length of 209.71 feet, having a radius of 985.37 feet, a delta angle of 12°11'39", a chord bearing of South 11°37'25" West, and a chord distance of 209.32 feet to an iron rod found;
4. South 05°34'44" West, a distance of 286.17 feet to an iron rod found in the north right-of-way line of said Oak Shores Drive at its intersection with the west right-of-way line of said Pearce Road;


THENCE with the north right-of-way line of said Oak Shores Drive and the south line of the said Fowler tract, the following four (4) courses:

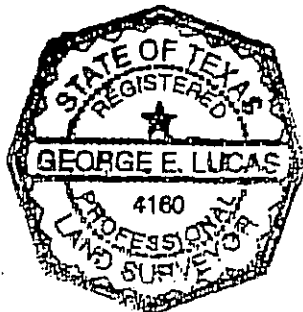
South 47°35'36" West, a distance of 35.37 feet to an iron rod found, for an angle corner of this tract;

North 65°17'18" West, a distance of 426.17 feet to an iron rod found, for an angle corner of this tract;

North 79°54'53" West, a distance of 244.64 feet to an iron rod found, for an angle corner of this tract;

North 68°40'46" West, a distance of 252.86 feet to the POINT OF BEGINNING, containing 17.979 acres of land, more or less.

  
 \_\_\_\_\_  
 George E. Lucas  
 Registered Professional  
 Land Surveyor No. 4160  
 State of Texas  
 Date: March 08, 2003



FIELD NOTE DESCRIPTION FOR TRACT 3:

BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE CHARLES TYDINGS SURVEY NO. 3, ABSTRACT NO. 774, AND THE JAMES SPILLMAN SURVEY NO. 2, ABSTRACT NO. 739, AND BEING A PART OF THAT CERTAIN TRACT OF LAND SAID TO CONTAIN 63.57 ACRES OF LAND AS DESCRIBED IN A DEED TO MARION DUDLEY FOWLER, ET AL, FROM MARION FOWLER AND WIFE, MARION PENN FOWLER, DATED MARCH 29, 1975, AND RECORDED IN VOLUME 5149, PAGE 1241, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the south right-of-way line of Oak Shores Drive, as recorded in Volume 2573, Page 597, of the Deed Records of Travis County, Texas, and in a east line of the City of Austin's Emma Long Metropolitan Park, and in the west line of the said Charles Tydings Survey No. 3, for the Northwest corner of the said Fowler tract, and for the Northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE with the south right-of-way line of said Oak Shores Drive, the following four (4) courses:

1. South  $68^{\circ}40'56''$  East, a distance of 264.57 feet to an iron rod found, for an angle corner of this tract;
2. South  $79^{\circ}53'12''$  East, a distance of 242.76 feet to an iron rod found, for an angle corner of this tract;
3. South  $65^{\circ}19'49''$  East, a distance of 404.95 feet to an iron rod found, for an angle corner of this tract;
4. South  $38^{\circ}58'39''$  East, a distance of 60.19 feet to an iron rod found in the west right-of-way line of Pearce Road as recorded in Volume 2566, Page 317, of the Deed Records of Travis County, Texas, for the northeast corner of this tract;

THENCE with the west right-of-way line of said Pearce Road and the east line of the said Fowler tract, the following eight (8) courses:

1. Along a curve to the right an arc length of 104.57 feet, having a radius of 543.69 feet, a delta angle of  $11^{\circ}01'11''$ , a chord bearing of South  $23^{\circ}48'14''$  West, and a chord distance of 104.41 feet to an iron rod found at the beginning of a compound curve to the right;

2. Along said compound curve to the right an arc length of 154.39 feet, having a radius of 456.66 feet, a delta angle of  $19^{\circ}22'17''$ , a chord bearing of South  $39^{\circ}06'04''$  West, and a chord distance of 153.66 feet to an iron rod found at the beginning of a reverse curve to the left;
3. Along said reverse curve to the left an arc length of 433.89 feet, having a radius of 342.73 feet, a delta angle of  $72^{\circ}32'10''$ , a chord bearing of South  $12^{\circ}30'19''$  West, and a chord distance of 405.49 feet to an iron rod found at the beginning of a reverse curve to the right;
4. Along said reverse curve to the right an arc length of 219.58 feet, having a radius of 879.11 feet, a delta angle of  $14^{\circ}18'39''$ , a chord bearing of South  $16^{\circ}37'31''$  East, and a chord distance of 219.01 feet to an iron rod found at the beginning of a reverse curve to the left;
5. Along said reverse curve to the left an arc length of 251.38 feet, having a radius of 563.34 feet, a delta angle of  $25^{\circ}34'03''$ , a chord bearing of South  $22^{\circ}14'58''$  East, and a chord distance of 249.30 feet to an iron rod found;
6. South  $35^{\circ}02'44''$  East, a distance of 316.79 feet to an iron rod found at the beginning of a curve to the right;
7. Along said curve to the right an arc length of 262.39 feet, having a radius of 448.34 feet, a delta angle of  $33^{\circ}31'58''$ , a chord bearing of South  $18^{\circ}15'18''$  East, and a chord distance of 258.66 feet to an iron rod found;
8. South  $01^{\circ}32'57''$  East, a distance of 262.18 feet to an iron rod found for the Northeast corner of Lot No. 5 of Pearce Annex, a subdivision recorded in Volume 76, Page 210, of the Plat Records of Travis County, Texas, for an exterior corner of the said Fowler tract, and for an exterior corner of this tract;

THENCE with the north line of said Lot No. 5, the following two (2) courses;

1. North  $62^{\circ}39'40''$  West, a distance of 299.98 feet to an iron rod found, for an angle corner of this tract;
2. South  $66^{\circ}56'53''$  West, a distance of 340.57 feet to an iron rod found, for the most westerly corner of said Lot No. 5, for an interior of the said Fowler tract, and for an interior corner of this tract;



THENCE with the west line of said Lot No. 5, South  $05^{\circ}41'59''$  East, a distance of 428.88 feet to an iron rod found, for the Southwest corner of said Lot No. 5, for an interior corner of the said Fowler tract, and for an interior corner of this tract;


THENCE with the south line of said Lot No. 5, South  $45^{\circ}42'09''$  East, a distance of 49.98 feet to an iron rod found for the Southeast corner of said Lot No. 5, for an exterior corner of Lot No.1 of the said Pearce Annex, for an exterior corner of the said Fowler tract, and for an exterior corner of this tract;

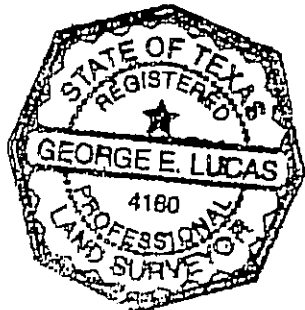
THENCE with the west line of said Lot 1 and the east line of the said Fowler tract, South  $29^{\circ}06'00''$  West, a distance of 369.38 feet to and iron rod found, for an angle corner of this tract;

THENCE continuing with the east line of the said Fowler tract, South  $28^{\circ}06'06''$  West, at a distance of 135.06 feet pass the Southwest corner of said Lot No. 1, the same being the Northwest corner of Lot No. 9, of the Amended Plat of Lots 9 & 10, Manana West, Section 2, a subdivision recorded in Volume 95, Page 239, of the Plat Records of Travis County, Texas, in all a total distance of 186.16 feet to an iron rod found, for an exterior corner of that certain tract of land as described in a deed to Lake of the Woods, Ltd., recorded in Volume 13354, Page 1159, of the Real Property Records of Travis County, Texas, for the South corner of the said Fowler tract, and for the South corner of this tract;

THENCE with the east line of the said Lake of the Woods tract and the west line of the said Fowler tract, North  $21^{\circ}03'17''$  West, a distance of 2,285.91 feet to an iron rod found in the east line of the said Emma Long Metropolitan Park tract and the west line of said Charles Tydings Survey No. 3, for the North corner of the said Lake of the Woods tract, for an exterior corner of the said Fowler tract, and for an exterior corner of this tract;

THENCE with the east line of the said Emma Long Metropolitan Park tract, the west line of the said Charles Tydings Survey No. 3, and the west line of the Fowler tract, North  $26^{\circ}52'15''$  East, a distance of 1,102.95 feet to the POINT OF BEGINNING, containing 59.384 acres of land, more or less.

  
George E. Lucas  
Registered Professional  
Land Surveyor No. 4160  
State of Texas  
Date: March 08, 2003



FIELD NOTE DESCRIPTION FOR TRACT 4:

BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE CHARLES TYDINGS SURVEY NO. 3, ABSTRACT NO. 774, THE JAMES SPILLMAN SURVEY NO. 2, ABSTRACT NO. 739 AND THE JAMES JET SURVEY NO. 1, ABSTRACT NO. 437, AND BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO MARION D. FOWLER, ET AL, RECORDED IN VOLUME 8399, PAGE 737, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT SAID TO CONTAIN 49.82 ACRES OF LAND AS DESCRIBED IN A DEED TO DUDLEY FOWLER, ET AL, FROM ROBERT FOWLER, TRUSTEE, DATED JULY 27, 2000, AND RECORDED IN DOCUMENT NO. 2000122017, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the east right-of-way line of Pearce Road, as recorded in Volume 2555, Page 317, of the Deed Records of Travis County, Texas, for the Southwest corner of that certain tract of land as described in a deed to Joseph D. Youman, III, et al, recorded in Volume 13237, Page 1251, of the Real Property Records of Travis County, Texas, for the Northwest corner of the said Dudley Fowler tract, and for the Northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE with the south line of the said Youman tract and the north line of the said Dudley Fowler tract, South  $62^{\circ}14'30''$  East, a distance of 659.72 feet to an iron rod found, for the Northwest corner of that certain tract of land as described in a deed to Fabbio Family Limited Partnership, recorded in Document No. 20000120822, Official Public Records of Travis County, Texas, for an exterior corner of the said Dudley Fowler tract, and for an exterior corner of this tract;

THENCE with the west line of the said Fabbio tract and common to the Dudley Fowler tract, South  $28^{\circ}29'37''$  West, a distance of 194.09 feet to an iron rod found, for the Southwest corner of the said Fabbio tract, for the Northwest corner of that certain tract of land as described in a deed to Robin Sommers, Trust, recorded in Volume 13238, Page 460, of the Real Property Records of Travis County, Texas, for an angle corner of the said Dudley Fowler tract, and for an angle corner of this tract;

THENCE with the west line of the said Sommers tract and common to the said Dudley Fowler tract, the following two (2) courses:

1. South  $28^{\circ}41'24''$  West, a distance of 70.41 feet to an iron rod found, for an angle corner of this tract;

2. South  $28^{\circ}40'48''$  West, a distance of 221.20 feet to an iron rod found, for the Southwest corner of the said Sommers tract, for an interior corner of the said Dudley Fowler tract, and for an interior corner of this tract;

THENCE with the south line of the said Sommers tract and common to the said Dudley Fowler tract, South  $61^{\circ}22'40''$  East, a distance of 969.69 feet to an iron rod found on the west bank of Lake Austin, for the Southeast corner of the said Sommers tract, for the Northeast corner of the said Dudley Fowler tract, and for the Northeast corner of this tract;

THENCE with the west bank of said Lake Austin and the east line of the said Dudley Fowler tract, the following five (5) courses:

1. South  $35^{\circ}04'58''$  West, a distance of 387.23 feet to a calculated point, for an angle corner of this tract;
2. South  $27^{\circ}53'50''$  West, a distance of 83.49 feet to a calculated point, for an angle corner of this tract;
3. South  $38^{\circ}27'01''$  West, a distance of 139.21 feet to a calculated point, for an angle corner of this tract;
4. South  $41^{\circ}46'33''$  West, a distance of 96.05 feet to a calculated point, for an angle corner of this tract;
5. South  $32^{\circ}26'31''$  West, a distance of 107.46 feet to a calculated point, for the Northeast corner of Lot 1, Penn Subdivision, a subdivision recorded in Volume 93, Page 142, Plat Records of Travis County, Texas, for an exterior corner of the said Dudley Fowler tract, and for an exterior corner of this tract;

THENCE with the north line of the said Lot 1, Penn Subdivision, the following five (5) courses:

1. North  $66^{\circ}55'32''$  West, a distance of 264.38 feet to an iron rod found, for an angle corner of this tract;
2. South  $89^{\circ}36'09''$  West, a distance of 63.15 feet to an iron rod found, for an angle corner of this tract;
3. South  $57^{\circ}17'12''$  West, a distance of 64.02 feet to an iron rod found, for an angle corner of this tract;

4. South  $29^{\circ}15'33''$  West, a distance of 100.01 feet to an iron rod found, for an angle corner of this tract;
5. North  $61^{\circ}57'54''$  West, a distance of 133.28 feet to an iron rod found, for the Northwest corner of said Lot 1, Penn Subdivision, for an interior corner of the said Dudley Fowler tract, and for an interior corner of this tract;

THENCE with the west line of said Lot 1, Penn Subdivision, and common to the said Dudley Fowler tract, South  $01^{\circ}18'40''$  West, a distance of 29.29 feet to an iron rod found in the north line of that certain tract of land as described in a deed to Tom D. Johnson, recorded in Volume 1215, Page 368, of the Deed Records of Travis County, Texas, for an exterior corner of the said Dudley Fowler tract, and for an exterior corner of this tract;

THENCE with the north line of the said Johnson tract and common to the said Dudley Fowler tract, North  $44^{\circ}29'03''$  West, a distance of 31.70 feet to an iron rod found, for the Northwest corner of the said Johnson tract, for an interior corner of the said Dudley Fowler tract, and for an interior corner of this tract;

THENCE with a north line of the said Johnson tract and common to the said Dudley Fowler tract, South  $81^{\circ}58'19''$  West, a distance of 37.37 feet to an iron rod found, for the West corner of the said Johnson tract, for an interior corner of the said Dudley Fowler tract, and for an interior corner of this tract;

THENCE with the south line of the said Johnson tract and common to the said Dudley Fowler tract, South  $44^{\circ}26'06''$  East, a distance of 207.52 feet to an iron rod found in the north right-of-way line of Oak Shores Drive as recorded in Volume 2573, Page 597, of the Deed Records of Travis County, Texas, for an angle corner of the said Johnson tract, for an exterior corner of the said Dudley Fowler tract, and for an exterior corner of this tract;

THENCE with the north right-of-way line of said Oak Shores Drive and common to the said Dudley Fowler tract, the following seven (7) courses:

1. South  $34^{\circ}34'38''$  West, a distance of 84.77 feet to an iron rod found, for an angle corner of this tract;
2. North  $43^{\circ}06'49''$  West, a distance of 64.58 feet to an iron rod found, for an angle corner of this tract;
3. South  $86^{\circ}44'10''$  West, a distance of 123.26 feet to an iron rod found, for an angle corner of this tract;

4. South  $44^{\circ}57'33''$  West, a distance of 184.51 feet to an iron rod found, for an angle corner of this tract;
5. South  $52^{\circ}58'27''$  West, a distance of 118.30 feet to an iron rod found, for an angle corner of this tract;
6. South  $74^{\circ}04'36''$  West, a distance of 270.55 feet to an iron rod found, for an angle corner of this tract;
7. South  $76^{\circ}46'23''$  West, a distance of 267.04 feet to an iron rod found, for the Southeast corner of Penn Creek, a subdivision recorded in Volume 93, Page 336, of the Plat Records of Travis County, Texas, for an exterior corner of the said Dudley Fowler tract, and for an exterior corner of this tract;

THENCE with the east line of said Lot 1 of Penn Creek and common to the said Dudley Fowler tract, North  $05^{\circ}57'08''$  West, a distance of 361.72 feet to an iron rod found, for the Northeast corner of said Lot 1, of Penn Creek, for an interior corner of the said Dudley Fowler tract, and for an interior corner of this tract;

THENCE with the north line of said Lot 1, of Penn Creek and common to the said Dudley Fowler tract, the following three (3) courses:

1. South  $61^{\circ}14'16''$  West, a distance of 154.28 feet to an iron rod found, for an angle corner of this tract;
2. North  $81^{\circ}35'01''$  West, a distance of 96.56 feet to an iron rod found, for an angle corner of this tract;
3. South  $84^{\circ}51'39''$  West, a distance of 123.34 feet to an iron rod found, for the Northwest corner of said Lot 1, Penn Creek, for an interior corner of the said Dudley Fowler tract, and for an interior corner of this tract;

THENCE with the west line of said Lot 1, Penn Creek and common to the said Dudley Fowler tract, South  $08^{\circ}27'28''$  East, a distance of 421.40 feet to an iron rod found in the north line of said Oak Shores Drive, for the Southwest corner of said Lot 1, Penn Creek, for an exterior corner of the said Dudley Fowler tract, and for an exterior corner of this tract;

THENCE with the north line of said Oak Shores Drive, the following five (5) courses:

1. South  $82^{\circ}04'04''$  West, a distance of 149.99 feet to an iron rod found, for an angle corner of this tract;
2. North  $84^{\circ}21'00''$  West, a distance of 291.92 feet to an iron rod found, for an angle corner of this tract;
3. North  $62^{\circ}31'08''$  West, at a distance of 39.41 feet pass the Southwest corner of the said Dudley Fowler tract and the Southeast corner of the said Marion Fowler tract, in all a total distance of 99.27 feet to an iron rod found, for an angle corner of this tract;
4. North  $45^{\circ}55'41''$  West, a distance of 300.36 feet to an iron rod found, for an angle corner of this tract
5. North  $40^{\circ}02'21''$  West, a distance of 384.76 feet to an iron rod found in the east line of said Pearce Road, for the Southwest corner of the said Marion Fowler tract, and for the Southwest corner of this tract;

THENCE with the east line of said Pearce Road, following fifteen (15) courses:

1. Along a curve to the left an arc length 102.84 feet, having a radius of 603.69 feet, a delta angle of  $09^{\circ}45'39''$ , a chord bearing of North  $10^{\circ}25'26''$  East, and a chord distance of 102.72 feet to an iron rod found;
2. North  $05^{\circ}32'28''$  East, a distance of 287.00 feet to a bolt found at the beginning of a curve to the right;
3. Along said curve to the right an arc length of 196.80 feet, having a radius of 925.37 feet, a delta angle of  $12^{\circ}11'06''$ , a chord bearing of North  $11^{\circ}38'04''$  East, and a chord distance of 196.43 feet to an iron rod found;
4. North  $17^{\circ}45'13''$  East, a distance of 118.79 feet to an iron rod found at the beginning of a curve to the right;
5. Along said curve to the right an arc length of 238.57 feet, having a radius of 101.58 feet, a delta angle of  $134^{\circ}33'53''$ , a chord bearing of North  $84^{\circ}44'14''$  East, and a chord distance of 187.40 feet to an iron rod found at the beginning of a reverse curve to the left;
6. Along said reverse curve to the left an arc length of 195.74 feet, having a radius of 746.78 feet, a delta angle of  $15^{\circ}01'04''$ , a chord bearing of South  $34^{\circ}48'11''$  East, and a chord distance of 195.18 feet to an iron rod found;

7. South  $42^{\circ}11'48''$  East, a distance of 115.36 feet to an iron rod found at the beginning of a curve to the left;
8. Along said curve to the left an arc length of 244.07 feet, having a radius of 253.27 feet, a delta angle of  $55^{\circ}12'54''$ , a chord bearing of South  $69^{\circ}54'29''$  East, and a chord distance of 234.74 feet to an iron rod found at the beginning of a compound curve to the left;
9. Along said compound curve to the left an arc length of 209.21 feet, having a radius of 270.49 feet, a delta angle of  $44^{\circ}18'57''$ , a chord bearing of North  $60^{\circ}19'49''$  East, and a chord distance of 204.04 feet to an iron rod found;
10. North  $38^{\circ}08'55''$  East, a distance of 176.92 feet to an iron rod found at the beginning of a curve to the right;
11. Along said curve to the right at a arc length of 232.14 feet pass the east line of the said Marion Fowler tract and the west line of the said Dudley Fowler tract, a total arc length of 297.09 feet, having a radius of 676.78 feet, a delta angle of  $25^{\circ}09'05''$ , a chord bearing of North  $50^{\circ}30'44''$  East, and a chord distance of 294.71 feet to an iron rod found;
12. North  $62^{\circ}52'00''$  East, a distance of 198.01 feet to an iron rod found at the beginning of a curve to the left;
13. Along said curve to the left an arc length of 190.17 feet, having a radius of 1,079.90 feet, a delta angle of  $10^{\circ}05'23''$ , a chord bearing of North  $57^{\circ}50'03''$  East, a chord distance of 189.92 feet to an iron rod found at the beginning of a compound curve to the left;
14. Along said compound curve to the left an arc length of 155.08 feet, having a radius of 1,037.04 feet, a delta angle of  $08^{\circ}34'05''$ , a chord bearing of North  $48^{\circ}34'53''$  East, a chord distance of 154.94 feet to an iron rod found at the beginning of a reverse curve to the right;
15. Along said reverse curve to the right an arc length of 37.51 feet, having a radius of 25.00 feet, a delta angle of  $85^{\circ}57'24''$ , a chord bearing of North  $87^{\circ}16'32''$  East, and a chord distance of 34.09 feet to an iron rod found in the south right-of-way line of Green Shores Road, recorded in Volume 8874, Page 886, of the Deed Records of Travis County, Texas;

THENCE with the south right-of-way line of said Green Shores Road, the following seven (7) courses:

1. South  $49^{\circ}44'46''$  East, a distance of 90.30 feet to an iron rod found at the beginning of a curve to the left;
2. Along said curve to the left an arc length of 225.65 feet, having a radius of 598.69 feet, a delta angle of  $21^{\circ}35'42''$ , a chord bearing of South  $60^{\circ}32'21''$  East, and a chord distance of 224.32 feet to an iron rod found;
3. South  $71^{\circ}19'13''$  East, a distance of 58.54 feet to an iron rod found at the beginning of a curve to the right;
4. Along said curve to the right an arc length of 142.83 feet, having a radius of 407.84 feet, a delta angle of  $20^{\circ}03'57''$ , a chord bearing of South  $61^{\circ}16'40''$  East, and a chord distance of 142.10 feet to an iron rod found at the beginning of a reverse curve to the left;
5. Along said reverse curve to the left an arc length of 340.53 feet, having a radius of 348.31 feet, a delta angle of  $56^{\circ}01'00''$ , a chord bearing of South  $79^{\circ}16'54''$  East, and a chord distance of 327.13 feet to an iron rod found at the beginning of a reverse curve to the right;
6. Along said reverse curve to the right an arc length of 118.44 feet, having a radius of 573.10 feet, a delta angle of  $11^{\circ}50'27''$ , a chord bearing of North  $78^{\circ}35'30''$  East, and a chord distance of 118.23 feet to an iron rod found;
7. North  $84^{\circ}29'52''$  East, a distance of 79.31 feet to an iron rod found, for the Southeast corner of said Green Shores Road;

THENCE North  $05^{\circ}30'57''$  West, a distance of 60.03 feet to an iron rod found, for the Northeast corner of said Green Shores Road;

THENCE with the north right-of-way line of said Green Shores Drive, the following eight (8) courses:

1. South  $84^{\circ}28'00''$  West, a distance of 79.28 feet to an iron rod found at the beginning of a curve to the left;
2. Along said curve to the left an arc length of 130.64 feet, having a radius of 633.10 feet, a delta angle of  $11^{\circ}49'21''$ , a chord bearing of South  $78^{\circ}43'39''$  West, and a chord distance of 130.40 feet to an iron rod found at the beginning of a reverse curve to the right;
3. Along said reverse curve to the right an arc length of 281.91 feet, having a radius of 288.31 feet, a delta angle of  $56^{\circ}01'28''$ , a chord bearing of North  $79^{\circ}20'53''$  West, and a



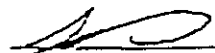
chord distance of 270.82 feet to an iron rod found at the beginning of a reverse curve to the left;

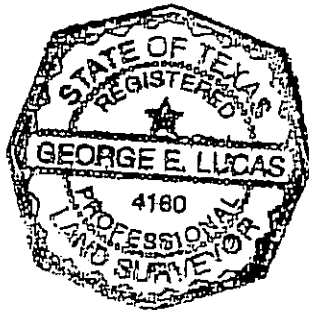
4. Along said reverse curve to the left an arc length of 163.83 feet, having a radius of 467.84 feet, a delta angle of  $20^{\circ}03'51''$ , a chord bearing of North  $61^{\circ}17'39''$  West, and a chord distance of 162.99 feet to an iron rod found;
5. North  $71^{\circ}15'42''$  West, a distance of 58.55 feet to an iron rod found at the beginning of a curve to the right;
6. Along said curve to the right an arc length of 203.03 feet, having a radius of 538.69 feet, a delta angle of  $21^{\circ}35'40''$ , a chord bearing of North  $60^{\circ}33'50''$  West, and a chord distance of 201.83 feet to an iron rod found;
7. North  $49^{\circ}42'02''$  West, a distance of 88.25 feet to an iron rod found at the beginning of a curve to the right;
8. Along said curve to the right an arc length of 38.42 feet, having a radius of 25.00 feet, a delta angle of  $88^{\circ}03'33''$ , a chord bearing of North  $05^{\circ}40'16''$  West, and a chord distance of 34.75 feet to an iron rod found in the west right-of-way line of said Pearce Road, and at the beginning of a reverse curve to the left;

THENCE with the east right-of-way line of said Pearce Road, the following six (6) courses:

1. Along said reverse curve to the left an arc length of 38.91 feet, having a radius of 1,037.04 feet, a delta angle of  $02^{\circ}09'00''$ , a chord bearing of North  $37^{\circ}17'01''$  East, and a chord distance of 38.91 feet to an iron rod found;
2. North  $36^{\circ}10'30''$  East, a distance of 149.47 feet to an iron rod found at the beginning of a curve to the left;
3. Along said curve to the left an arc length of 279.70 feet, having a radius of 603.69 feet, a delta angle of  $26^{\circ}32'44''$ , a chord bearing of North  $22^{\circ}55'07''$  East, and a chord distance of 277.20 feet to an iron rod found;
4. North  $09^{\circ}33'03''$  East, a distance of 119.33 feet to an iron rod found at the beginning of a curve to the left;

5. Along said curve to the left an arc length of 198.04 feet, having a radius of 508.34 feet, a delta angle of  $22^{\circ}19'15''$ , a chord bearing of North  $01^{\circ}37'25''$  West, and a chord distance of 196.79 feet to an iron rod found:
6. North  $11^{\circ}55'58''$  West, a distance of 7.64 feet to the POINT OF BEGINNING, containing 78.565 acres of land, more or less.

  
George E. Lucas  
Registered Professional  
Land Surveyor No. 4160  
State of Texas  
Date: March 08, 2003



FIELD NOTE DESCRIPTION FOR TRACT 5:

BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE JAMES SPILLMAN SURVEY NO. 2, ABSTRACT NO. 739, AND BEING ALL OF TRACT "A", PEARCE ANNEX, A SUBDIVISION RECORDED IN VOLUME 76, PAGE 210, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at an iron rod found in the west right-of-way line of Pearce Road, as recorded in Volume 2555, Page 317, of the Deed Records of Travis County, Texas, for the Northeast corner of Lot 5, of said Pearce Annex;

THENCE a direct line South  $09^{\circ}48'32''$  West, a distance of 260.45 feet to an iron rod found in the west right-of-way line of said Pearce Road, and in a curve to the right, for the most East corner and POINT OF BEGINNING of the herein described tract;

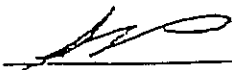
THENCE with the west right-of-way line of said Pearce Road and along said curve to the right an arc length of 37.34 feet, having a radius of 860.72 feet, a delta angle of  $20^{\circ}29'02''$ , a chord bearing of South  $23^{\circ}12'48''$  West, and a chord distance of 37.31 feet to an iron rod found, for the South corner of this tract;

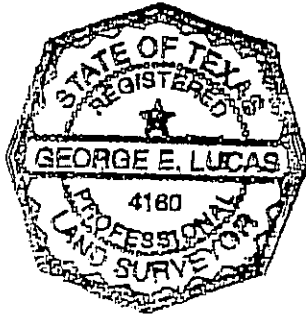
THENCE with the west line of said Tract "A" and common to Lot 4 of the said Pearce Annex, the following two (2) courses:

1. North  $42^{\circ}17'42''$  West, a distance of 42.06 feet to an iron rod found, for an angle corner of this tract;
2. North  $13^{\circ}14'56''$  West, a distance of 64.66 feet to an iron rod found, for an interior corner of said Lot 4, for the Northwest corner of said Tract "A", and for the Northwest corner of this tract;

THENCE with the north line of said Tract "A" and common to said Lot 4, North  $71^{\circ}32'09''$  East, a distance of 34.99 feet to an iron rod found, for the Northeast corner of said Tract "A", for an interior corner of said Lot 4, and for the Northeast corner of this tract;

ENCE with the east line of said Tract "A" and common to said Lot 4, South 19°10'36" East, a distance of 76.01 feet to the POINT OF BEGINNING, containing 0.078 acres of land, more or less.

  
George E. Lucas  
Registered Professional  
Land Surveyor No. 4160  
State of Texas  
Date: March 08, 2003



Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2004 Feb 04 01:22 PM

KNOWLESR \$148.00

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DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS