

44561

RESTRICTIVE COVENANTS

THE STATE OF TEXAS §  
THE COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That Nash Phillips/Copus, Inc. being the sole owner of all lots in The Woods, Section 1, a subdivision in the City of Round Rock, Williamson County, Texas, according to the map or plat of said subdivision recorded in the Cabinet E, Slide(s) 239-240, Plat Records of Williamson County, Texas hereby imposes the following covenants, conditions, and restrictions upon all of said property:

1) LAND USE AND BUILDING TYPE. Except for Lots 46 and 66, Block "D", no lot shall be used except for residential purposes. Except as herein after provided, no building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.

2) DWELLING COST, QUALITY AND SIZE. The total floor area of any single family structure or dwelling, exclusive of one-story open porches and garages or carports, built on any lot in said subdivision shall contain not less than 900 square feet and shall cost not less than \$60,000 based upon cost levels prevailing on the date these covenants are recorded. Not less than fifteen percent (15%) of the exterior wall area of any single family residence shall be of masonry veneer construction; provided, however, that a minor deviation from the 15% masonry requirement may be allowed if a specific waiver as to a particular lot is approved by the Architectural Control Committee. In computing the area to be covered by masonry veneer, door and window openings on a wall shall be considered to be masonry. The area to be covered by masonry veneer shall be measured from the top of the slab to the top of standard door and window openings and shall not include the gable. It is the intention and purpose of this covenant to assure that all such dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size.

3) UTILITY AND USE EASEMENTS. Public utility easements are reserved as shown on the recorded plat and over the rear seven and one-half (7 1/2) feet of each lot. These easements are reserved for installation and maintenance of public utilities and public drainage facilities, and they are also reserved in each block as needed for adequate surface drainage of all lots within each block. Easements five feet in width are also reserved on each side of all side lot lines as needed for adequate surface drainage of all other lots within the block. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow in the drainage channels or swales in the easements or which may obstruct or retard the flow of water through the drainage channels or swales in the easements; provided, however, that a brick return of two (2) feet maximum extension and a fireplace originally constructed as part of the residence shall be allowed on each residence within this easement if adequate surface drainage is maintained. The easement area in each lot and all improvements in it shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

4) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the

minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet minimum, 35 feet maximum, to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set back lines. No dwelling shall be located on any interior lot nearer than 7 1/2 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and the two-foot (2') brick returns and fireplaces mentioned in Section 3 above, shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5) NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle or motor repair work, other than minor emergency repair, shall be conducted on any lot or in the street or streets adjoining any lot. No "A" frame, hoist or other device for lifting vehicle or parts thereof, and no disabled vehicle shall be stored or parked in the open on any lot or any street adjoining any lot. Notwithstanding any of the above, no vehicle of any type shall be parked in the open on a portion of any lot other than a private driveway constructed with the approval of the Architectural Control Committee.

6) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be placed or used on any lot at any time as a residence either temporarily or permanently.

7) SIGNS. No sign of any kind shall be displayed to the public view on any single family residential lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

8) UNSIGHTLY OBJECTS. Motorboats, campers, trucks or trailers, and other unsightly vehicles or objects, including satellite dish receivers, shall be parked, stored or installed in the back of the front wall line of the house and shielded by a solid wood or masonry privacy fence or an enclosed building, which screens such objects from ordinary public view; provided, however, that any such fencing and/or enclosures shall comply with all applicable state, county and municipal regulations.

9) OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, crude oil tanks, tunnels, mining excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10) COMMERCIAL USE. No part of any of said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession, except that NASH PHILLIPS/COPUS, INC., its successors, or agents may erect and maintain sales offices and exhibit houses in said subdivision.

11) RESUBDIVISION. The owner or owners of any two or more adjacent lots shall have the right, without the consent of the remaining property owners in the subdivision, to resubdivide provided such resubdivision is approved by the Architectural Control Committee.

12) LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

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

14) SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitation shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

15) FENCES, WALLS, AND HEDGES. Fence, walls and hedges shall not be built or maintained forward of the front wall of the house erected on that lot, except for trellises and/or decorative fences included in the architectural design of the house. Those decorative fences shall be allowed to extend no more than fifteen feet in front of the front wall line of the house. Side yard fences on corner lots may be built on the property line as limited by the provisions of Paragraph 13.

16) EXISTING DWELLINGS. No existing dwelling shall be moved onto any lot in this subdivision.

17) ARCHITECTURAL CONTROL:

A) No building shall be erected or placed on any lot in said subdivision nor shall any existing structure be altered or removed until the building plans and specifications showing exterior design, height, building material and color scheme thereof, and a plot plan showing the location of the structure and driveways have been submitted to and approved in writing by the Architectural Control Committee.

B) The Architectural Control Committee is composed of Bill Bulloch, Tom Buffington and Mark Elbrecht. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, Nash Phillips/Copus, Inc. shall have the option of changing the membership of the Committee.

C) The Architectural Control Committee shall exercise its best judgement to see that all improvements and structures in the subdivision conform to and harmonize with the existing surrounding structures, and that trees and environment are reasonably protected; and when, in the opinion of the Committee, a waiver or modification of any of these restrictive covenants would not impair or detract from the high quality of the subdivision, it may by written instrument in recordable form waive or modify any such restriction. In the same manner, it shall have the power to approve or disapprove

resubdivisions of parts of the subdivisions and to permit in the resubdivided areas, the creation of residential Planned Unit Developments as now defined as Residential Cluster Housing. The Architectural Control Committee shall serve without compensation and shall not be liable in damages to anyone for any action taken or any failure to act.

D) If said building plans, specifications, and plot plan are not approved or disapproved within thirty days following the date on which the same are submitted for approval, or if no injunction suit shall have been commenced prior to the completion of the work, then proper approval of the building plans, specifications and plot plan shall be conclusively presumed to have been had and obtained.

18) TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of then owners of lots in said subdivision has been recorded, agreeing to change said covenants, conditions and restriction, in whole or in part.

19) ENFORCEMENTS. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20) SEVERABILITY. Invalidation of any one of these covenant by judgment or a court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS its hand this 19th day of November, 1985.

NASH PHILLIS/COPUS, INC.

By TL Buffington  
Tom Buffington  
President, Single Family Division

THE STATE OF TEXAS §

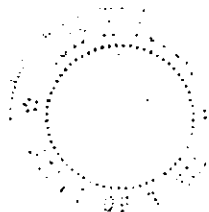
THE COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Tom Buffington known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and conditions therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of November, 1985.

Rosalyn Peterson  
Notary Public for and for The State of Texas

My Commission Expires: \_\_\_\_\_  
ROSALYN PETERSON  
Notary Public State of Texas  
Commission Exp. 6-21-88



Rosalyn Peterson  
ROSALYN PETERSON  
NPC LAND MANAGEMENT  
6612 SPLEENWOOD, 1-701  
AUSTIN, TEXAS 78759

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
THE WOODS

[ 3540

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

THIS DECLARATION, is made on the date hereinafter set forth by NASH PHILLIPS/COPUS, INC., a Texas corporation, hereinafter referred to as "Declarant", and is as follows:

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the County of Williamson, State of Texas, more particularly described as:

THE WOODS, SECTION 1, a subdivision in the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 239-240, Plat Records, Williamson County, Texas.

Declarant is also the owner of the Common Area described in Article I, Section 1.2 hereof.

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in 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

1:1 ASSOCIATION. "Association" shall mean and refer to THE WOODS HOMEOWNERS' ASSOCIATION, INC, its successors and assigns.

1.2 COMMON AREA. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to, all recreational facilities, community facilities, swimming pools, cabana, pumps, trees, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lots 46 and 66, Block D, The Woods, Section 1 a subdivision in Williamson County, Texas, as shown on the recorded subdivision Maps or Plats thereof recorded in Cabinet F, Slides 239-240, Plat Records, Williamson County, Texas.

1.3 CONSTRUCTION AND SALE PERIOD. "Construction and Sale Period" shall mean that period of time during which Declarant is developing the Premises (including the land described on the said Exhibit "B") and selling the residences, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots.

1.4. LIENHOLDER OR FIRST MORTGAGE. "Lienholder" or "First Mortgagee" shall mean the holder of a first mortgage lien on any residential structure in the subdivision.

1.5. LOT. "LOT" shall mean and refer to any of the lots (exclusive of the Common Area) shown on the above referenced subdivision plat and more particularly shown on Exhibit "A" attached hereto and incorporated by this reference herein for all purposes, and to any of the lots in future phases and sections of The Woods upon the land described on Exhibit "B" attached hereto and incorporated by this reference herein for all purposes, on which there is or will be constructed a one-family residence which is to be individually and separately owned. Declarant shall be the Owner of all of said Lots SAVE AND EXCEPT only those particular Lots which Declarant

conveys in fee simple title by recordable deed from and after the date hereof.

1.6 MEMBER. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.7 OWNER. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including sellers under Contracts for Deed, but excluding those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Mortgagee or Lienholder who acquires fee simple title to any Lot which is a part of the Property, through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.8 PROPERTY, PREMISES OR DEVELOPMENT. "Property" shall mean and refer to that certain real property hereinbefore described, and such additional or annexations thereto as may hereafter be brought within the jurisdiction of the Association.

1.9 RESIDENCE. "Residence" shall mean a single-family residential Unit constructed on a Lot.

## ARTICLE II

### PROPERTY RIGHTS

2.1 OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. the right of the Association to charge reasonable admission and other fees for the use of any recreational or storage facility upon the Common Area;

b. the right of the Association to suspend a Member's voting rights and right to the use of recreational or other facilities owned or operated by the Association for any period during which any assessment against his Lot remains unpaid as provided in the By-Laws of The Woods Homeowners' Association,

Inc., (the "By-Laws") as the same may be amended from time to time, and for a period of 60 days for any infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of each class of Members entitled to vote is properly recorded, in the Deed Records of Williamson County, Texas, and (ii) written notice of proposed action under this provision is sent to every Owner and Lienholder not less than thirty (30) days, nor more than sixty (60) days in advance of said action;

d. the right of the Association to limit the number of guests of Members;

e. the right of the Association, in accordance with its Articles of Incorporation, the By-Laws and this Declaration, to borrow money for the purpose of improving the Common Area and facilities and, subject to the consent of all Lienholders, to mortgage said property; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder;

f. the right of the Association to designate excess parking as "guest" parking for the exclusive use of bona fide guests of Owners; and

g. the right of the Association to make rules and regulations relating to traffic flow, on street parking, and other uses of the streets and drives in the subdivision.



2.2 DELEGATION OF USE. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property, and such family members, tenants and contract purchasers shall be bound to the provision of this Declaration. The Owners hereby covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of the Restrictive Covenants, rules and regulations applicable to the Property, and further providing that noncompliance with the terms of the lease shall be a default thereunder.

2.3 TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens. The Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Area.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

3.1. MEMBERSHIP. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property, through judicial or

non-judicial foreclosure, shall be a Member of the Association. It is understood that the Exhibit "B" land may be developed in phases or sections, and upon the completion of development of each individual section or phase by Nash Phillips/Copus, Inc., such completed section or phase shall automatically become bound hereby and a part hereof; provided, however, that no provision herein shall be construed to require the development of the Exhibit "B" land by Nash Phillips/Copus, Inc., and, in the event that Nash Phillips/Copus shall sell the Exhibit "B" land to a unrelated third party purchaser without having first developed the same, such third party shall have the right to elect whether or not it desires the Exhibit "B" land to become a part hereof and bound hereby.

3.2 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

a. Class A. Class A Members shall be all Owners, with the exception of NASH PHILLIPS/COPUS, INC., a Texas corporation, the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided in the By-Laws, but in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B Member(s) shall be NASH PHILLIPS/COPUS, INC., a Texas corporation, the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership of additional land) on the happening of either of the following events, whichever occurs earlier:

(1) the complete development of the land described on Exhibit "B" attached hereto;

(2) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(3) five (5) years from the filing date hereof in the Deed Records of Williamson County, Texas.

3.3 NO CUMULATIVE VOTING. There shall be no cumulative voting in any meetings of the Owner's Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other instrument of conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessment to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with such interest thereon, costs of collection thereof and reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, the Common Area and services and facilities relating to the use and enjoyment thereof. Assessments shall include, but are not limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Area, as herein authorized or as may from time to time be authorized by the Board of Directors; legal and accounting fees; costs incurred in any condemnation hearing, as provided in Paragraph 6.7; any fees for management services; the cost of other facilities and service activities, including, but not limited to, Common Area maintenance, mowing grass, grounds care, sprinkler system, landscaping, swimming pool, cabana, walkways, maintenance and repair and replacement of the perimeter fence surrounding the boundary of the Property, street and parking lot maintenance and other charges required by this Declaration of Covenants, Conditions and Restrictions or which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

4.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

a. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be payable in monthly installments of \$15.00 per Lot.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set effective January 1 of each year without a vote of the membership by an amount not to exceed one hundred five percent (105%) of the assessment of the preceding year.

c. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be set above one hundred five percent (105%) of the previous assessment only by the written approval of the Owners entitled to cast two-thirds (2/3) of the votes of the Members of each class.

d. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

4.5 NOTICE QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 4.3 AND 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 4.3 and 4.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the

required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In lieu of a meeting, a door to door canvass may be used to obtain the written consent of two-thirds (2/3) of the Class A Owners and two-thirds (2/3) of the Class B Owners.

4.6 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments shall be fixed at a uniform rate for all Lots regardless of size, value or location, and shall commence and be due in accordance with the provisions of Paragraph 4.7 hereof. Assessment may be collected on a monthly basis.

4.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT: DUE DATES.

a. The annual assessments on the Lots shall commence on the first day of the month following the conveyance of the Common Area to the Association.

b. As long as Declarant holds any Class B voting rights as set out in Article III, Paragraph 3.2 herein, Declarant shall be liable for annual assessments, on each lot owned by it, equal to twenty-five percent (25%) of the assessments as set out in Paragraph 4.3a of this Article IV. The obligation to pay assessments on lots owned by Declarant shall commence on the sixtieth (60th) day following conveyance of the first lot in the subdivision.

c. The annual assessment shall be due and payable in advance by each Owner to the Association in monthly installments.

d. The annual assessment for the first assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first assessment year, the Association shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however,

that the Association shall have the right to adjust the annual assessment upon thirty (30) days' prior written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid, and same be binding on the Association as of the date of its issuance.

4.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

a. All payments of the assessments shall be made to the Association at its principal place of business in Williamson County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Payment of the assessments shall be both a continuing affirmative covenant personal to the Owner (other than the Declarant) and a continuing covenant running with the land. Each Owner, and each prospective Owner, is

hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his residence.

b. Any assessment provided for in this Declaration which is not paid when due shall be delinquent, and may be subject to late charges and interest thereon. If any such assessment is not paid within thirty (30) days after the date of delinquency, the assessment shall, if so determined by the Board of Directors, bear interest from the date of delinquency, until paid, at the maximum rate permitted by law. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions set forth in Subparagraph "c" of this Paragraph 4.8, foreclose the lien against the Lot, as provided in Subparagraph "d" of this Paragraph 4.8. There shall be added to the amount of such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include, without limitation, said interest thereon as aforesaid, a reasonable attorney's fee, together with costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law to initiate lien foreclosure proceedings against such Owner or the collection of such delinquent assessments. Under no circumstances, however, shall the Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce any assessments or the lien securing its payment. In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien



against each Lot to secure payment of a common assessment and special assessment which is levied pursuant to the terms hereof. Such liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default.

c. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided within less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of Williamson County, Texas; said notice of claim must cite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the highest legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

d. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Texas Property Code, as amended by Acts 1983, 68th Leg., Ch. 915 (Sec. 3810 Revised Civil Statutes), or in any other manner permitted by law. Each Owner, by accepting a deed to his Lot, expressly grants to the Association a power of sale, as set forth in said Section 51.002, in connection with the assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at

foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

e. Upon the timely curing of any default for which a notice of claim was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

f. Upon written request by a First Mortgagee, the Association shall provide the Mortgagee with written notice of any default by the Owner-Mortgagor in the performance of such Owner's obligations hereunder, including payment of assessments, which is not cured within thirty (30) days after default; provided that any such requirement of notice shall not impair or affect any rights or remedies of the Association, including exercise of the same, provided for in this Declaration.

g. The assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.9 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien securing the assessments provided for herein shall be subordinate to the lien of any duly recorded purchase money or first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of

foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due, according to the terms herein provided.

4.10 EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation under the laws of the State of Texas shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

4.11 MANAGEMENT AGREEMENTS. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled with or without cause and without penalty by either party with thirty (30) days' prior written notice. Such termination will be authorized by a majority vote of Members of the Association. In no event shall such management agreement be cancelled prior to execution by the Association or its Board of Directors of a new management agreement unless the new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management agreement. Any and all management agreements shall be for a term not to exceed three (3) years and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Members of the Association may terminate the professional management of the Property and assume self-management by the Association upon written agreement executed by Members entitled to cast sixty-seven percent (67%)

of the votes of the Association and First Mortgagees which have mortgages on Lots holding fifty-one percent (51%) of the votes of the Association.

4.12 INSURANCE REQUIREMENTS.

a. Each Owner shall be required to furnish annually to the Association, and to the complete satisfaction of the Board of Directors, proof of insurance coverage on his residence by a reputable insurance company acceptable to the Association and licensed to do business in the State of Texas in an amount equal to the replacement costs of the residence, affording protection against loss or damage from fire or other hazards covered by the standard extended coverage endorsement. In the event of damage or destruction of a residence, the Owner thereof shall repair or rebuild such residence to its former condition. In the event said Owner fails or refuses to do so, the Association is hereby authorized, but not required, to undertake to rebuild or repair the residence and to assess said Owner for the cost of such repair or replacement; such an assessment shall become the personal obligation of said Owner and shall be enforceable as if it were a Special Assessment as herein provided.

b. The Association through the Board of Directors, or its duly authorized agent, shall obtain the following types of insurance policies covering the Common Area and covering all damage or injury caused by the negligence of the Association or any of its agents or Members:

(1) property insurance in an amount equal to the full replacement value of the common facilities owned by the Owners Association (including all building service equipment and the like) with an "Agreed

Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, affording protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and any such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, without limitation, flood insurance if the Common Area lies within any flood plain;

(2) a comprehensive policy of public liability insurance covering all of the Common Area located in the Project insuring the Association, with such limits as it may consider acceptable (and not less than One Million Dollars (\$1,000,000) covering all claims for personal injury and/or property damage arising out of a single occurrence), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other coverage the Association deems prudent and which is customarily carried with respect to projects similar in construction, location and use; and

(3) a policy of fidelity coverage to protect against dishonest acts on the part

THE WOODS, SECTION 5

DESCRIPTION

OF A 32.246 ACRE TRACT OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 30, WILLIAMSON COUNTY, TEXAS; SAID 32.246 ACRE TRACT ALSO BEING OUT OF AN 87.132 ACRE TRACT CONVEYED TO NASH PHILLIPS COPUS, INC. BY DEED RECORDED IN VOLUME 940 PAGE 692, WILLIAMSON COUNTY, DEED RECORDS; SAID 32.246 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin found on the southerly line of said 87.132 acre tract; said pin being the following two courses from an iron pin found at the southernmost corner of said 87.132 acre tract: (1) N 70 degrees 07'02"E, 239.21 feet; (2) N 70 degrees 10'39"E, 48.80 feet to the point of beginning; said pin also being the southeast corner of Lot 1, Block G, The Woods Section One, a subdivision in the City of Round Rock recorded in Cabinet F, Slides 239-240, Williamson County Plat Records; said pin being N 70'E approximately 1246 feet from the interior corner of the David Curry Survey Abstract No. 130;

THENCE N 06 degrees 20'07"E, 161.55 feet along said Lot 1, Block G, The Woods Section One, to an iron pin found on the southerly right-of-way line of Cedar Bend Drive;

THENCE N 19 degrees 49'21"W, 50.00 feet crossing Cedar Bend Drive to an iron pin found on the northerly right-of-way line of said Cedar Bend Drive;

THENCE southwesterly along said right-of-way line with a curve to the right having a radius of 125.00 feet, a central angle of 38 degrees 24'20", a chord bearing S 89 degrees 22'49"W 82.23 feet, an arc distance of 83.79 feet to an iron pin found at the point of tangency;

THENCE N 71 degrees 25'01"W, 121.73 feet along said right-of-way line to an iron pin found at the point of curvature of a curve to the right;

THENCE northwesterly along said curve to the right having a radius of 15.00 feet, a central angle of 90 degrees 00'00", a chord bearing N 26 degrees 25'01"W 21.21 feet, an arc distance of 23.56 feet to an iron pin found at the point of tangency on the southeasterly right-of-way line of Woods Boulevard;

THENCE N 18 degrees 34'59"E, 69.40 feet along said right-of-way line to a point;

THENCE N 71 degrees 25'01"W, 60.00 feet crossing said Woods Boulevard to a point on the northwesterly right-of-way line of said Woods Boulevard;

THENCE S 18 degrees 34' 59"W, 7.50 feet along said right-of-way line to an iron pin found at the easternmost corner of Lot 69, Block D, The Woods Section One;

THENCE N 71 degrees 25'01"W, 120.00 feet along the northeasterly line of said Lot 69, Block D to an iron pin found at the northernmost corner of said Lot 69, Block D;

THENCE N 18 degrees 34'59"E, 1087.02 feet along the common line between this tract and said The Woods Section One to an iron pin found at the northernmost corner of Section One;

THENCE the following two courses along the common line between this tract and a tract described in Volume 429, Page 485, Williamson County Deed Records; (1) N 70 degrees 44'47"E, 218.04 feet, and (2) N 70 degrees 28'51"E, 389.68 feet to an iron pin

found at the westernmost corner of Lot 92, Block D, The Woods Section Four, an approved subdivision;

THENCE S 19 degrees 31'09"E, 180.00 feet to a point on the southerly right-of-way line of Woods Boulevard;

THENCE N 70 degrees 28'51"E, 64.14 feet along said right-of-way line to an iron pin found at the westernmost corner of Lot 31, Block G, said The Woods Section Four;

THENCE S 19 degrees 31'09"E, 1148.02 feet along the common line between this tract and said The Woods Section Four to an iron pin found at the southernmost corner of Lot 45, Block G, said The Woods Section Four;

THENCE S 70 degrees 23'11"W, 457.32 feet along the common line between this tract and The Hermitage, a subdivision recorded in Cabinet D, Slide 118, Williamson County Plat Records, to an iron pin found at a corner of said subdivision;

THENCE S 70 degrees 10'39"W, 675.91 feet along the common line between this tract and a 1.98 acre tract described in Volume 780, Page 511, Williamson County Deed Records to the POINT OF BEGINNING containing 32.246 acres of land.

EXHIBIT "B"

## THE WOODS, SECTION 6

## DESCRIPTION

OF A 9.204 ACRE TRACT OF LAND OUT OF THE DAVID CURRY THREE FOURTHS LEAGUE SURVEY, ABSTRACT NO. 130, IN WILLIAMSON COUNTY, TEXAS; BEING ALSO A PORTION OF A 42.376 ACRE TRACT OF LAND OF RECORD IN DEED VOLUME 940 PAGE 692 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 9.204 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin found being in the westerly right-of-way line of the Georgetown Railroad being also an easterly corner of a tract of land in the name of Edgar Hoppe of record in Volume 429, Page 485, of the Deed Records of Williamson County, Texas, said iron pin found being also the northeasterly corner of the above-mentioned 42.376 acre tract of land, thence, S 71 degrees 27'25"W, for a distance of 5.03 feet to an iron pin set for the POINT OF BEGINNING, hereof and from which the northeast corner of said David Curry Survey bears approximately N 38 degrees 56'00"E a distance of 10,683 feet;

THENCE, with the curving right-of-way line of the Georgetown Railroad with a curve to the left, having a radius of 9113.99 feet, a central angle of 03 degrees 16'39", an arc distance of 521.34 and a chord which bears S 11 degrees 56'02"E for a distance of 521.28 feet to an iron pin set being a point of tangency in the easterly line hereof;

THENCE, continuing with the westerly right-of-way line of Georgetown Railroad S 13 degrees 34'21"E for a distance of 133.92 feet to an iron pin set for the most southeasterly corner hereof;

THENCE, departing said Railroad right-of-way line S 71 degrees 38'51"W for a distance of 388.65 feet to an iron pin set for the most southerly corner hereof;

THENCE, N 72 degrees 13'59"W for a distance of 229.02 feet to an iron pin set for an angle point hereof;

THENCE, N 18 degrees 21'09"W for a distance of 344.99 feet to an iron pin set in the curving southerly right-of-way line of a proposed street (50' width) to be known as Woods Blvd. for an angle point in the westerly line hereof;

THENCE, with the curving southerly right-of-way line of said Woods Blvd. with a curve to the right having a radius of 125.00 feet a central angle of 00 degrees 39'03", an arc distance of 1.42 feet and a chord which bears N 71 degrees 19'38"E for a distance of 1.42 feet to an iron pin set for a point of tangency hereof;

THENCE, departing said southerly right-of-way line N 18 degrees 21'09"W for a distance of 50.00 feet to an iron pin set in the northerly right-of-way line of said proposed street for a point of curvature in the westerly line hereof;

THENCE, with the northerly right-of-way line of said proposed street with a curve to the left having a radius of 175.00 feet, a central angle of 19 degrees 58'28", an arc distance of 61.01 feet and a chord which bears S 61 degrees 39'34"W for a distance of 60.70 feet to an iron pin set being a point of tangency in the westerly line hereof;

THENCE, continuing with the northerly right-of-way line of said proposed S 51 degrees 40'17"W for a distance of 65.00 feet to an iron set for an angle point in the westerly line hereof;

EXHIBIT "B"



THENCE, departing the northerly right-of-way line of said proposed street N 38 degrees 19'43"W for a distance of 162.51 feet to an iron pin set, being in the common boundary line between said Edgar Hoppe tract and the previously mentioned 42.376 acre tract for the most westerly corner hereof;

THENCE, with said common boundary line N 71 degrees 38'51"E for a distance of 379.98 feet to a 60d nail found for an angle point in the northerly line hereof;

THENCE, continuing with said common boundary line N 71 degrees 27'25"E for a distance of 438.08 feet to the POINT OF BEGINNING and containing 9.204 acres of land.

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



JAN 29 1986  
*James S. Rappleton*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK

*James S. Rappleton*

1986 JAN 28 PM 3:38

FILED FOR RECORD  
WILLIAMSON COUNTY, TX.

EXHIBIT "B"

of officers, Directors, trustees and employees of the Association and all others who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall be in an amount not less than three (3) months, assessments plus reserves;

c. Premiums for all such insurance authorized by Subparagraph 4.12b shall be paid by the Association out of property assessments. Liability and personal property insurance for Lots and the contents of residences shall be the responsibility of and the expense of each respective Owner. In the event of damage or destruction by fire other casualty to any property in the Common Area ("Common Area facility") covered by insurance and written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to their former condition. All such insurance proceeds shall be deposited in a bank or other financial institution in which the accounts are insured by a Federal government agency, with the provision agreed by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed Common Area facilities building or buildings. In the event the insurance proceeds are insufficient to pay all costs of repairing and/or

rebuilding the Common Area facilities to its formerly existing condition, the Board of Directors shall levy a special assessment against all Owners, as herein provided, to make up any deficiency.

d. Upon written request to the Association, First Mortgagees shall be notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

e. Any decision to not maintain fire and extended coverage insurance on Common Areas on a current replacement cost basis of one hundred percent (100%) of the insurable value shall require the approval of two-thirds (2/3) of the First Mortgagees (based upon one vote for each mortgage owned).

#### ARTICLE V

##### NOTICE OF RESTRICTIVE COVENANTS, EASEMENTS AND ARCHITECTURAL CONTROL

All purchasers of Lots or residences in the subdivision are hereby notified of the provisions of that certain instrument entitled "Restrictive Covenants" dated November 25, 1985, executed by Nash Phillips/Copus, Inc., recorded in Volume 1276, Page 235, 240, 245 and 254, Real Property Records, Williamson County, Texas, and to matters shown on the above referenced plat, to which instrument and plat reference is hereby made and incorporated herein for all purposes. Said instrument and plat restrict size of dwellings; require the use of certain building materials; provide for utility and use easements; establish minimum set-back requirements for buildings; restrict nuisances, temporary structures, signs, unsightly objects, oil, gas and mineral development, and commercial use of the property except by Nash Phillips/Copus, Inc., its successors or agents; provide for the type of animals permitted in the subdivision; provide for disposal of garbage and refuse; limit the placement of certain fences, walls and hedges; preclude existing dwellings

from being moved onto any lot in the subdivision; and provide for the formation of and prior approval by the Architectural Control Committee of all plans and specifications for any building to be erected, altered or removed in the subdivision, including, without limitation, exterior design, height, building materials, color scheme and location. Each and every purchaser of a Lot or residence in the subdivision, by acceptance of a deed therefor, and each and every tenant, by acceptance of a lease thereof, agrees to be bound by said Restrictive Covenants instrument and all matters shown by the said plat; accordingly, EACH PURCHASER AND TENANT IS ADVISED THAT, PRIOR TO PURCHASE OR LEASE OF A LOT OR RESIDENCE IN THE SUBDIVISION, THEY SHOULD READ THE AFOREMENTIONED "RESTRICTIVE COVENANTS" AND PLAT, AND THAT THEY SHOULD CONSULT AN ATTORNEY OF THEIR SELECTION.

ARTICLE VI

ANNEXATION OF ADDITIONAL PROPERTY

6.1 ANNEXATION. Additional land, within the areas described by metes and bounds on Exhibits "B-1", "B-2", "B-3" and "B-4", all of which exhibits are attached hereto and incorporated by this reference herein for all purposes, may be annexed herein by Declarant, at Declarant's sole judgment and discretion, without the consent of members within five (5) years from the date of recording of this instrument in accordance with the following plan:

a. No provision herein shall be construed to require Declarant to annex into the provisions hereof and into the subdivision any such additional land or any portion thereof.

b. In the event any portion of such additional land is so annexed herein, such section or phase shall contain not more than the number of Lots shown on the table which follows:

<u>Land Described On</u>	<u>Section</u>	<u>Maximum No. of Lots</u>
Exhibit "B-1"	2	49
Exhibit "B-2"	4	75

Exhibit "B-3"	5	123
Exhibit "B-4"	6	33

c. No such annexation shall be accomplished unless and until the property sought to be annexed has been platted, developed with paved street accepted by appropriate governmental authorities, and served by utilities.

d. Such an annexation shall be effective upon the recordation of a Declaration of Annexation, in the appropriate records maintained by the County Clerk of Williamson County, Texas, executed by Declarant, and setting forth (1) a description of the land annexed into the subdivision, (2) words of ratification of this instrument, the Articles of Incorporation and the By-Laws for the Association, and (3) the number of Lots contained in the annexed land.

e. The annexed property shall be subject to restrictive covenants set forth in instruments dated November 25, 1985, recorded in Book 1275, Pages 235, 240, 245 and 254, Real Property Records, Williamson County, Texas.

f. Declarant is authorized but not required to dedicate Common Areas on the annexed or additional land, but if Declarant does make such a dedication, the Owners and Members of all land and Lots subject to the provisions hereof shall have the right of use and enjoyment of such Common Areas. The Lot Owners in such additional and annexed land shall have the right of use and enjoyment of the Common Areas described in Article I, Paragraph 1.2, above, shall be bound to the provisions of this instrument shall be entitled to vote in Association affairs as any other Lot Owner, and shall be responsible for payment of Assessments hereunder in accordance with the provisions hereof, including, without limitation, the provisions of Subparagraph g, below.

g. Assessments on annexed lots shall commence (1) in respect of Lots which are sold to other than Declarant, on the date of conveyance, on the sixtieth (60th) day following the conveyance of fee simple title to an unrelated Owner of the first Lot in such annexed area. The amount of assessments to be charged against Lots owned by Declarant shall be twenty-five percent (25%) of the Assessments attributable to all other Lots in the entire project.

h. Lots owned by Declarant in such annexed areas shall have appurtenant thereto, the Class B membership and vote set forth in Article III, Paragraph 3.2, above. In the event Declarant's Class B membership shall have temporarily been converted to Class A membership prior to annexation, all Lots owned by Declarant upon annexation in all phases or sections or phases made a part hereof shall be entitled to Class B membership provided that the number of votes attributable to the Class B membership exceed the number of votes attributable to the Class A membership.

i. The right reserved by Declarant to annex additional land as aforesaid, shall expire, if not previously exercised, within five (5) years from the date of recording hereof.

ARTICLE VII

GENERAL PROVISIONS

7.1 ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-Laws and Articles of Incorporation, and by the above referenced Restrictive Covenants instrument. Failure by the

Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 SEVERABILITY. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

7.3 AMENDMENT.

a. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or residence subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners of not less than ninety percent (90%) of the Lots now in the Development and thereafter by any instrument signed by Owners of not less than seventy-five (75%) of the Lots now in the development. Any amendment must be properly recorded in the Deed Records of Williamson County, Texas.

b. However, notwithstanding the above, any amendment hereto or to the By-Laws or to the Articles of Incorporation hereof (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior maintenance of the Lots and improvements thereon, the maintenance of

Common Areas or the upkeep of lawns and plantings, or (iii) to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of that Common Area, have the additional approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned). No approval is necessary; however, for any amendment to annex additional land pursuant to rights reserved by Declarant in Article VI hereof.

c. Any material amendment, including amendment affecting any of the following, but excluding amendments to annex additional land as set forth in Article VI hereof; must have the additional approval of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned):

- (1) Voting;
- (2) Reserves for maintenance, repair and replacement of the Project;
- (3) Insurance or fidelity bonds;
- (4) Rights to use of the Common Area;
- (5) Responsibility for maintenance of the Property;
- (6) Expansion or contraction of the Project or the addition or withdrawal of property to or from the Project;
- (7) Boundaries of any Lot;
- (8) The interests in the Common Area;
- (9) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;
- (10) A decision by the Owner's Association to establish self management when professional management had been



required previously by an eligible mortgage holder;

(11) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

(12) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; and

(13) Any provisions which are for the express benefit of mortgage holders, or eligible insurers or guarantors of a first mortgage on Lots.

d. The Declarant reserves the right during the Construction and Sale Period, without joinder or consent of any Owner or Mortgagee, to amend this Declaration or the By-Laws by and instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, U.S. Department of Housing and Urban Development, or Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Owner.

7.4 COMMON AREA ALIENATION. Except as to the Owners Association's right to grant easements for utilities and similar or related purposes, the Common Area and facilities may not be alienated, released, abandoned, partitioned, subdivided, transferred or otherwise encumbered without the approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned).

**7.5 MORTGAGEE RIGHTS.**

a. Upon written request to the Owners Association any holder of a first mortgage lien will be entitled to: (i) inspect the books and records of the Association during normal business hours, (ii) receive annual financial statements audited and otherwise, within ninety (90) days following the end of the Association's fiscal year, (iii) receive notice of the Association's meetings and designate a representative to attend such meetings, (iv) receive notice of any default in the performance of its mortgagor of any obligation under this Declaration or the By-Laws which is not cured within sixty (60) days, and (v) receive notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders.

b. The Association shall immediately reimburse First Mortgagees who may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Common Area, or who may pay overdue premiums on hazard insurance policies on the Common Area; or who may secure new hazard insurance coverage on the lapse of a policy on the Common Area.

7.6 **LEASES.** Any lease agreement between an Owner and a lessee shall be in writing and provide that the terms of the lease are subject to the provisions of this Declaration, the By-Laws, the Articles of Incorporation and the Restrictive Covenants, and any violation of any provisions of said document will be a default under the terms of the lease.

7.7 **CONDEMNATION.** If all or any part of the Common Area taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense.

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The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Lot. The expense of participation in such proceedings by the Association shall be borne by the Association out of its treasury. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Area, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such Property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible, the Common Area so taken or damaged. In the event it is determined that such Common Area should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto, shall be duly amended by instrument executed by the Association on behalf of the Owners.

7.8 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable,

and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individual, men and women, in all cases shall be assumed as though fully expressed in each case.

7.9 FVA/VA APPROVAL. As long as there is Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veteran's Administration if said agencies have guaranteed any loans within the Project: Annexation of additional properties, Dedication of Common Area, and any amendments hereto.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal this 20th day of January, 1986.

NASH PHILLIPS/COPUS, INC.

NO SEAL

By: TL Buffington  
Tom Buffington

ATTEST:

By: TL Buffington  
Secretary

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

BEFORE ME, the undersigned authority, on this day personally appeared Tom Buffington, Vice-President of Nash Phillips/Copus, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 20th day of January, 1986.



Tami Pearson  
Notary Public in and for the State of Texas  
My Commission Expires: 6-25-88  
TAMI PEARSON  
Typed/Printed Name of Notary

THE WOODS, SECTION 1

DESCRIPTION

OF A 28.044 ACRE TRACT OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS; SAID 28.044 ACRE TRACT BEING OUT OF 87.132 ACRE TRACT CONVEYED TO NASH PHILLIPS COPUS, INC. BY DEED RECORDED IN VOLUME 940 PAGE 692 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/4 inch iron rod found on the northeast right-of-way line of Sam Bass Road (County Road 175); said rod being the southernmost corner of said 87.132 acre tract and of this tract; said rod being N 70 degrees E approximately 958 feet from an interior corner of the David Curry Survey, Abstract No. 130;

THENCE the following five (5) course along the fenced northeasterly right-of-way line of Sam Bass Road (County Road 175):

- (1) N 46 degrees 06'01"W 42.66 feet to a nail found in a post;
- (2) N 57 degrees 32'52"W 23.36 feet to a nail found in a post;
- (3) N 65 degrees 42'12"W 405.84 feet to a nail found in a post;
- (4) N 68 degrees 41'24"W 24.33 feet to a nail found in a post;
- (5) N 72 degrees 25'53"W 778.26 feet to a 5/8 inch iron rod set at the westernmost corner of this tract;

THENCE N 16 degrees 30'54"E 21.23 feet to a 5/8 inch iron rod set at the point of curvature of a 25-foot property return;

THENCE northeasterly with a curve to the left having a radius of 25.00 feet, a central angle of 87 degrees 55'55", a chord bearing N 62 degrees 32'57"E 34.71 feet; an arc distance of 38.36 feet to a 5/8 inch iron rod set at the point of tangency;

THENCE N 18 degrees 34'59"E 629.30 feet to a 5/8 inch iron rod set on the fenced northwesterly line of said 87.132 acre tract;

THENCE the following three (3) courses along said fenced northwesterly line:

- (1) N 70 degrees 57'24"E 268.22 feet to a nail found in a post;
- (2) N 70 degrees 32'34"E 603.61 feet to a nail found in a post;
- (3) N 70 degrees 44'48"E 407.94 feet to a 5/8 inch iron rod set at the northernmost corner of this tract;

THENCE S 18 degrees 34'59"W 1079.52 feet to a point;

THENCE S 71 degrees 25'01"E 180.00 feet to a point;

THENCE S 18 degrees 34'59"W 69.40 feet to a 5/8 inch iron rod set at the point of curvature of a curve to the left;

## THE WOODS, SECTION 1

## DESCRIPTION

OF A 28.044 ACRE TRACT OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS; SAID 28.044 ACRE TRACT BEING OUT OF 87.132 ACRE TRACT CONVEYED TO NASH PHILLIPS COPUS, INC. BY DEED RECORDED IN VOLUME 940 PAGE 692 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/4 inch iron rod found on the northeast right-of-way line of Sam Bass Road (County Road 175); said rod being the southernmost corner of said 87.132 acre tract and of this tract; said rod being N 70 degrees E approximately 958 feet from an interior corner of the David Curry Survey, Abstract No. 130;

THENCE the following five (5) course along the fenced northeasterly right-of-way line of Sam Bass Road (County Road 175):

- (1) N 46 degrees 06'01"W 42.66 feet to a nail found in a post;
- (2) N 57 degrees 32'52"W 23.36 feet to a nail found in a post;
- (3) N 65 degrees 42'12"W 405.84 feet to a nail found in a post;
- (4) N 68 degrees 41'24"W 24.33 feet to a nail found in a post;
- (5) N 72 degrees 25'53"W 778.26 feet to a 5/8 inch iron rod set at the westernmost corner of this tract;

THENCE N 16 degrees 30'54"E 21.23 feet to a 5/8 inch iron rod set at the point of curvature of a 25-foot property return;

THENCE northeasterly with a curve to the left having a radius of 25.00 feet, a central angle of 87 degrees 55'55", a chord bearing N 62 degrees 32'57"E 34.71 feet; an arc distance of 38.36 feet to a 5/8 inch iron rod set at the point of tangency;

THENCE N 18 degrees 34'59"E 629.30 feet to a 5/8 inch iron rod set on the fenced northwesterly line of said 87.132 acre tract;

THENCE the following three (3) courses along said fenced northwesterly line:

- (1) N 70 degrees 57'24"E 268.22 feet to a nail found in a post;
- (2) N 70 degrees 32'34"E 603.61 feet to a nail found in a post;
- (3) N 70 degrees 44'48"E 407.94 feet to a 5/8 inch iron rod set at the northernmost corner of this tract;

THENCE S 18 degrees 34'59"W 1079.52 feet to a point;

THENCE S 71 degrees 25'01"E 180.00 feet to a point;

THENCE S 18 degrees 34'59"W 69.40 feet to a 5/8 inch iron rod set at the point of curvature of a curve to the left;

THENCE southwesterly along said curve to the left having a radius of 15.00 feet, a central angle of 90 degrees 00' 00", a chord bearing S 26 degrees 25'01"E 21.21 feet, an arc distance of 23.56 feet to a 5/8 inch iron rod set at the point of tangency;

THENCE S 71 degrees 25'01"E 121.73 feet to a 5/8 inch iron rod set at the point of curvature of a curve to the left;

THENCE northeasterly along said curve to the left having a radius of 125.00 feet, a central angle of 38 degrees 24'20", a chord bearing N 89 degrees 22'49"E 82.23 feet; an arc distance of 83.79 to a 5/8 inch iron rod set at the point of tangency;

THENCE S 19 degrees 49 21"E 50.00 feet to a 5/8 inch iron rod set;

THENCE S 06 degrees 20'07"W 161.55 feet to a 5/8 inch iron rod set on the fenced southeasterly line of said 87.132 acre tract;

THENCE the following two (2) courses along said fenced line:

- (1) S 70 degrees 10'39"W 48.80 feet to a steel post with sign found;
- (2) S 70 degrees 07'02"W 239.21 feet to the POINT OF BEGINNING, containing 28.044 acres of land.

EXHIBIT "A"