

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: That Bill Milburn, an individual resident of Travis County, Texas, in conjunction with the Board of Independent School District of Travis County, Texas, acting herein by and through the Board of Independent School District, owners of the following tracts of land in the James Roney Survey No. 13 and the E.L.H. Loney Survey No. 211 in Travis County, Texas, do hereby plat 94/2225 acres of land being identified by reference to the Deed Records of Travis County, Texas, as follows: Bill Milburn, 35,878.88 acres recorded in Volume 7400, at Page 484; Bill Milburn, 7,193.25 acres recorded in Volume 7400, at Page 2062; Austin Independent School District, 1,310.85 acres recorded in Volume 6749 at Page 977; to be known as Block 1 and Block 2, Section 15, Township 10N, Range 10E, Meridian 10R, here by dedicating to the public use of the streets and easements shown hereon.

WITNESS MY HAND, this the 25th day of June, 1981, A.D.
Bill Milburn
7400 Ed Bluestein Boulevard
Austin, Texas 78723

THE STATE OF TEXAS
COUNTY OF TRAVIS
IN WITNESS WHEREOF, the Board of said Austin Independent School District has caused these presents to be executed by its President Bill D. Davis this 22nd day of June, 1981, A.D.

BEFORE ME, the undersigned authority, on this day personally appeared Bill Milburn, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same as the act and deed for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of June, 1981, A.D.
Notary Public in and for Travis County, Texas
Richard W. Little, Notary Public
Richard W. Little, Notary Public
4500 Commonwealth Blvd., Austin, Texas 78756

BEFORE ME, the undersigned authority, on this day personally appeared Bill D. Davis, President of the Board of said Austin Independent School District, known to me to be the person and officer whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same as the act and deed of the Austin Independent School District, for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of June, 1981, A.D.
Notary Public in and for Travis County, Texas
Richard W. Little, Notary Public
Richard W. Little, Notary Public
4500 Commonwealth Blvd., Austin, Texas 78756

APPROVED FOR ACCEPTANCE.
SEPTEMBER 22, 1981
Accepted and Authorized for Record by the Planning Commission, City of Austin, this the 22nd day of September, 1981, A.D.
Secretary: *Richard W. Little*
City Clerk: *Richard W. Little*

FIELD FOR RECORD at 1:00 o'clock, P.M., this the 25th day of September, 1981, A.D.
Deputy: *R. Jones*
Deputy: *R. Jones*
Deputy: *R. Jones*

THE STATE OF TEXAS
COUNTY OF TRAVIS
I, Doris Shropshire, Clerk of the County and State aforesaid, do hereby certify that the foregoing instrument of writing with its Certificate of Authentication was filed for record in my office on the 25th day of September, 1981, A.D., at 1:00 o'clock, P.M., and duly recorded on the 25th day of September, 1981, A.D., at 1:05 o'clock, P.M., in the Plat Records of said County and State in Plat Book 81, Page 217-218-219-220.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County the date last written above.
Doris Shropshire
County Clerk, Travis County, Texas

MILWOOD SECTION SIX
Notification of Plat Deed. 7659 P.S. 987 FC# 2761887

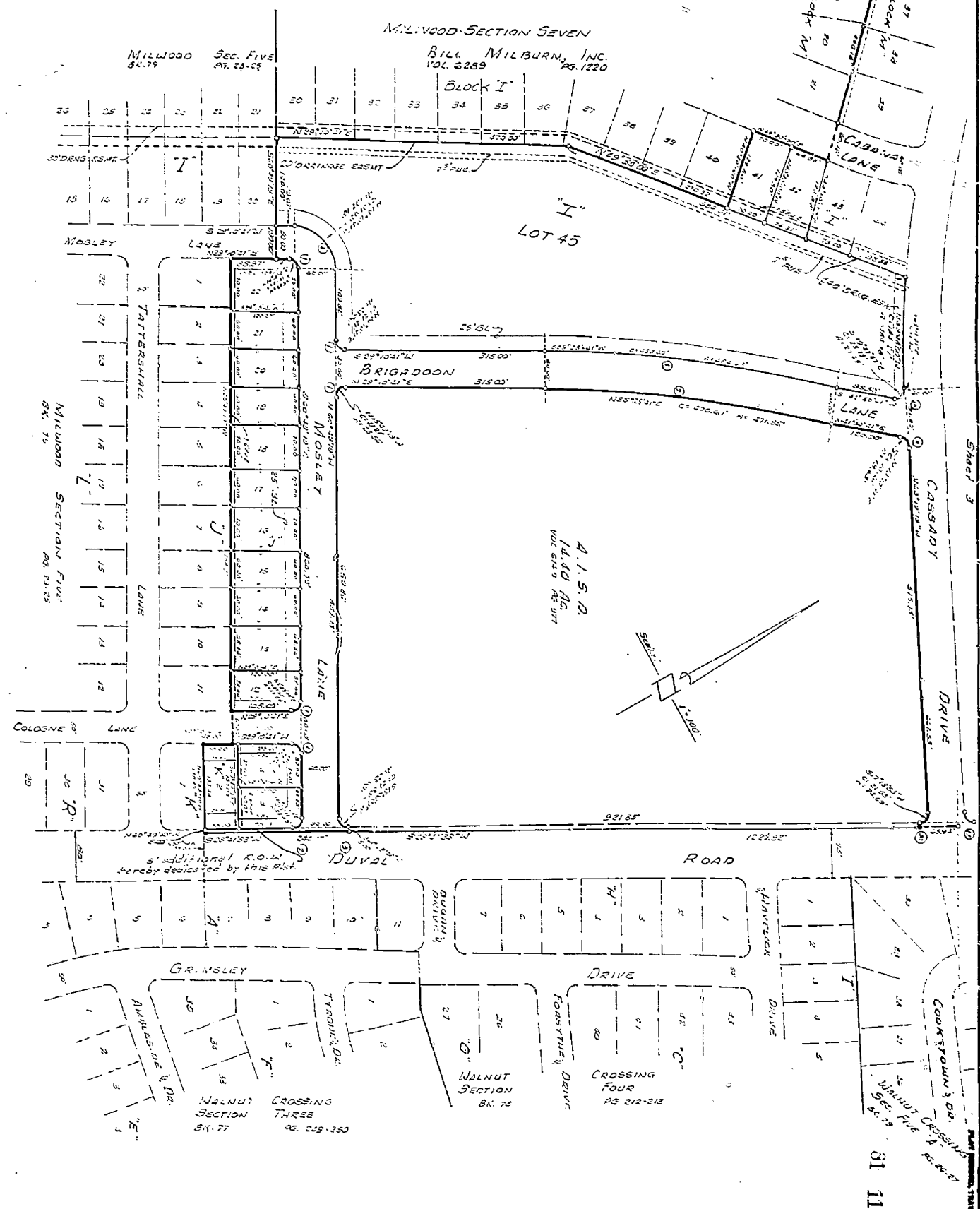
MILWOOD SECTION SIX

Notification of Plat Deed. 7659 P.S. 987 FC# 2761887

1. If, R. Cunningham, et al., authorized under the laws of the State of Texas to practice the profession of Engineering and Surveying and hereby certify that this plat complies with Chapter 47 of the Austin City Code is true and correct; and was prepared upon an actual survey of the property made under my vision on the ground.
R. Cunningham, et al.
Professional Public Surveyors
1101 E. 17th Street, Austin, Texas 78702

STAKE/LOT LINE: Stake/lot lines shall be installed on both sides of the following streets: Gibson Lane, 1/2 mile from the intersection of Gibson Lane and Canyon Drive, Canyon Drive, Copart Street, Hester Lane, Adelphi Lane, and Amber Drive; west of dual road, yett lane and east side of Colonge Lane. Such stakes shall be completed prior to acceptance of any Type I and Type II driveway approach and/or certificate of occupancy. Stakes which have not been installed within two years from the date of acceptance for maintenance of the streets, may, upon approval of the City Council, be constructed by the City of Austin and associated with the cost of the affected properties for all engineering, administration and construction costs.
DRIVEWAY NOTES: Driveway access shall be restricted as follows: Driveway Access from lots 1 and lots 2 Block "B", prohibited to yett lane; access shall be prohibited from blocks "B" and "C" to Farmer Lane and City of Crane Drive.
DEFERRED NOTES: Prior to construction on lots 15, Block 1, lot 1 and lot 2, Block "A", lots 17 and 18, Block 1, and lots 19 and 20, Block 1, the following notes shall be submitted to the City Engineering Dept. for review. Driveway access shall be prohibited to lots 1 and 2, Block "A", lot 15, Block "A", lot 17, Block "A", lot 19, Block "A", lot 20, Block "A", lot 21, Block "A", lot 22, Block "A", lot 23, Block "A", lot 24, Block "A", lot 25, Block "A", lot 26, Block "A", lot 27, Block "A", lot 28, Block "A", lot 29, Block "A", lot 30, Block "A", lot 31, Block "A", lot 32, Block "A", lot 33, Block "A", lot 34, Block "A", lot 35, Block "A", lot 36, Block "A", lot 37, Block "A", lot 38, Block "A", lot 39, Block "A", lot 40, Block "A", lot 41, Block "A", lot 42, Block "A", lot 43, Block "A", lot 44, Block "A", lot 45, Block "A", lot 46, Block "A", lot 47, Block "A", lot 48, Block "A", lot 49, Block "A", lot 50, Block "A", lot 51, Block "A", lot 52, Block "A", lot 53, Block "A", lot 54, Block "A", lot 55, Block "A", lot 56, Block "A", lot 57, Block "A", lot 58, Block "A", lot 59, Block "A", lot 60, Block "A", lot 61, Block "A", lot 62, Block "A", lot 63, Block "A", lot 64, Block "A", lot 65, Block "A", lot 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MILWOOD SECTION SIX



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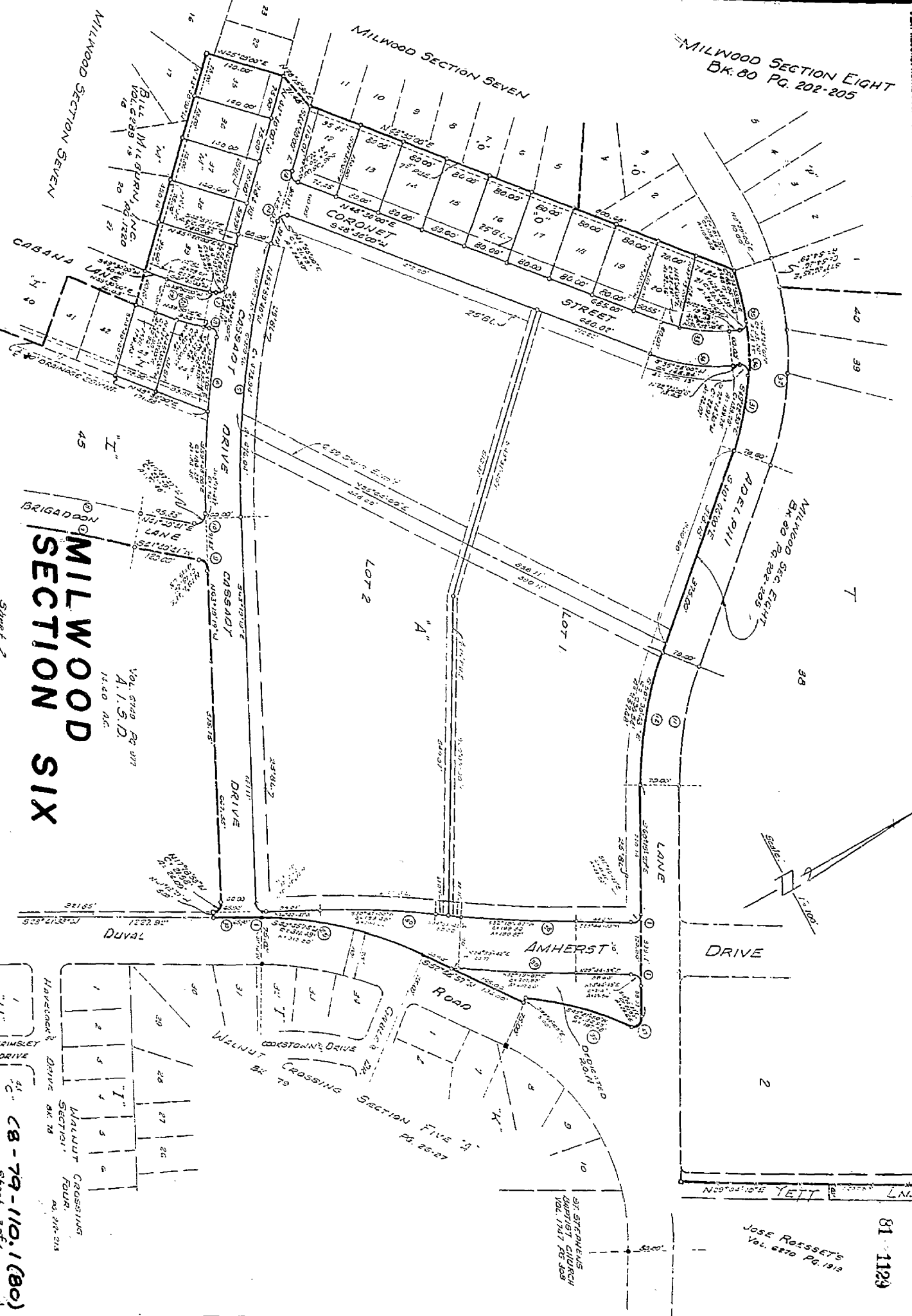
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MILWOOD SECTION SEVEN

MILWOOD SECTION SEVEN



MILWOOD SECTION SIX

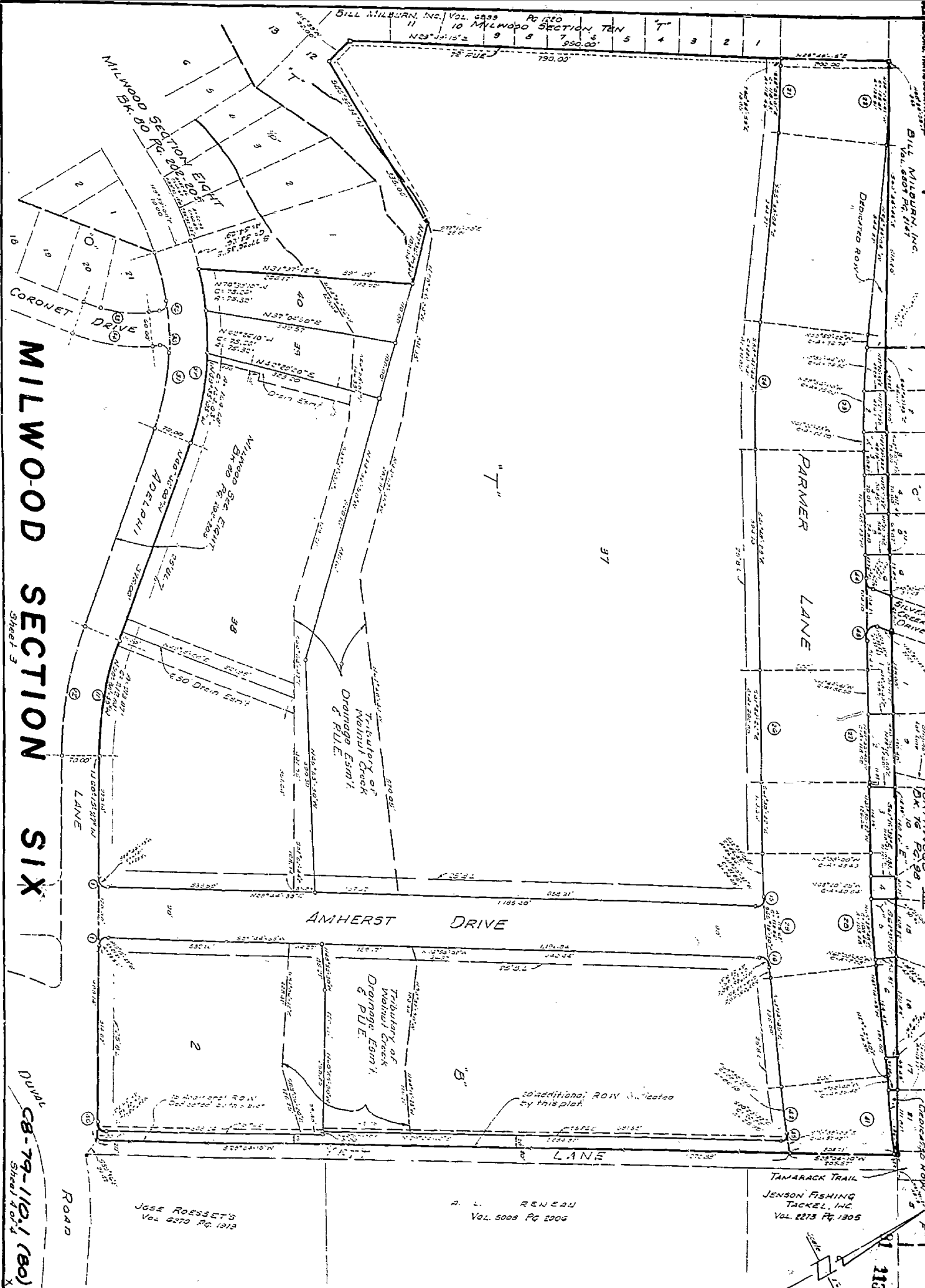
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Sheet 2

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WALNUT CROSSING SECTION FOUR PG. 218-215
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Sheet 3 of 4

JOSE ROUSSET'S
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81-1129



MILWOOD SECTION SIX

Sheet 3

DUNDY CB-79-110-1 (80) Sheet 4 of 4

33.00

10-138

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS 7627 * 33.00

RESTRICTIVE COVENANT

2-59-6536

06536

WHEREAS, Bill Milburn, Inc., of Travis County, Texas, is the owner of the following described property, to-wit:

All of that certain 66.02 acre tract of land out of the James Rogers Survey No. 19, and the E.I.W. Lowery Survey No. 211 in Travis County, Texas, and also being out of and a portion of those certain tracts of land having been conveyed to Bill Milburn, Inc. in Volume 6809, Page 2147 and Volume 6289, Page 1220 of the Deed Records of Travis County, Texas, and being more particularly described by meter and bounds in Exhibit "A" attached hereto and incorporated by reference herein.

WHEREAS, the City of Austin, and Bill Milburn, Inc. have agreed that the above described property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, Bill Milburn, Inc., for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, does hereby agree with respect to said property described above, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on it and its successors and assigns, as follows, to-wit:

1. No parking lot illumination shall be permitted on any tract of the subject property zoned GR, LR or O-1* except cut-off Luminaire or equivalent type of overhead lighting; provided further that the light sources shall not be visible from neighboring residential areas.

2. No development shall be permitted on any tract of the subject property zoned A-2 unless the buildings proposed for such development are compatible with homes in the neighboring subdivisions and are constructed of at least 25% masonry on external walls and unless the minimum average dwelling

* All references to zoning classifications herein are to those contained in Chapter 45 of the Austin City Code of 1967, as amended, effective the date hereof.

7453 160

unit therein is no smaller than 1200 square feet; provided, however, that these limitations may be waived by evidence in written letter form of an affirmative vote of the executive committees of the Walnut Crossing Neighborhood Association and the Millwood Neighborhood Association.

2-59-6537

106537

3. A strip of the subject property on the west side of Duval Road south of Walnut Creek 25 feet back from the outside curb line of Duval Road shall be retained as an environmental buffer after completion of the extension and realignment of Duval Road as shown on the map attached in Exhibit A and no construction shall occur in said buffer strip except the placement of one curb cut per lot abutting Duval Road and the provision therein of landscaping features such as berms and hedges and other vegetation, as permitted by the City of Austin; provided that no construction shall commence on any such lot abutting Duval unless an operable sprinkler system is installed in said buffer strip to water vegetation therein; and provided further that no buffer strip or sprinkler system shall be required along any lot which is resubdivided into single-family lots.

4. No tract of subject zoned A-2 shall be developed for owner-occupied residential use other than single-family use unless either (a) the property is resubdivided into smaller lots, or (b) a homeowners association is created to maintain said tract.

5. No tract of the subject property zoned A-2 abutting Duval Road shall be developed for uses other than single-family residential uses unless a wall or hedge is erected or emplaced, as permitted by the City of Austin, within 25 feet from the western outside curb line of Duval Road after that roadway is realigned as shown on the map attached in Exhibit A.

6. No duplex development shall be permitted on any tract of the subject property zoned A-2, and no apartment development shall be permitted on any tract zoned GR or LR.

7. No sign shall be permitted on any tract of the subject property on the west side of Duval Road (after said roadway is extended north and realigned as shown on the map attached in Exhibit A), or along any tract within 300 feet of Parmer Lane, except signs which meet all the limitations on

signs placed along Burnet Road in the City of Austin under current zoning regulations.

2-59-6538

8. No duplex development shall be permitted on any tract of the subject property zoned A unless the buildings proposed for such development are compatible with homes in the neighboring subdivisions, contain a minimum floor area of 1000 square feet per dwelling unit (i.e., per side) and are constructed of at least 25% masonry on external walls; provided, however, that these limitations may be waived by evidence in written letter from of an affirmative vote of the executive committees of the Walnut Crossing Neighborhood Association and the Milwood Neighborhood Association.

106538

9. No free standing sign shall be permitted on any portion of any tract of the subject property within 300 feet of Parmer Lane or south of Walnut Creek except signs which are indirectly illuminated and lower than 20 feet in height; provided, however, that these limitations shall not apply to any sign which is located in an area zoned GR within 300 feet of the northwestern most corner of the subject property; i.e., the corner along Parmer Lane farthest from Duval Road.

10. The following restrictions shall apply along the eastern property line of any portion of the subject tract which abuts Yett Lane: A twenty-five (25) foot buffer shall be retained in which no development shall be permitted and a six (6) foot privacy fence shall be constructed along the western edge of said buffer prior to the issuance of a certificate of occupancy for the construction located within 300 feet of said buffer; and, no vehicular access shall be permitted to or from Yett Lane.

11. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person, or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

12. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same

shall in no wise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

2-59-6539

13. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violation hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

14. This agreement may be modified, amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owner of the above described property at the time of such modification, amendment or termination.

EXECUTED, this the 27 day of April, 1981.

(NO SEAL)

Bill Milburn

Bill Milburn, President
of
BILL MILBURN, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared BILL MILBURN, President of BILL MILBURN, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is duly authorized to execute this instrument on behalf of Bill Milburn, Inc., and that he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of April, 1981.

NOTARY SEAL

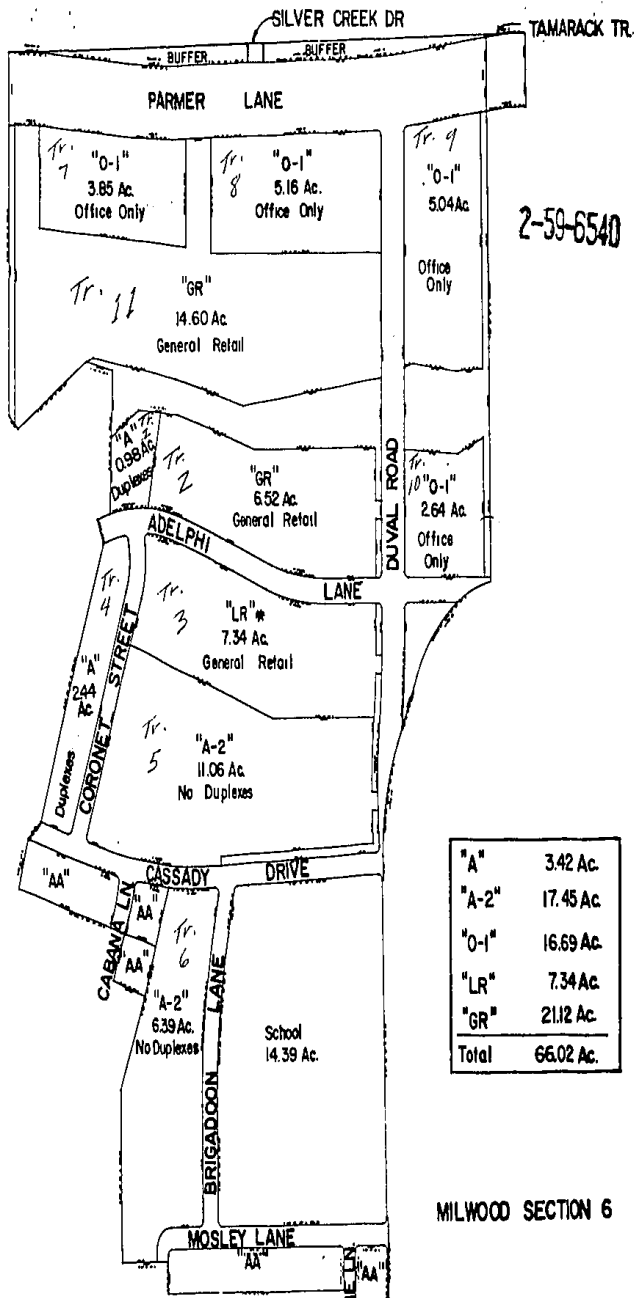
Gail Nichols

Notary Public in and for
Travis County, Texas

GAIL NICHOLS
My Commission expires:

2/23/85

106539



2-59-6540

MILWOOD SECTION 6

* PROPOSED FUTURE "GR" ZONING

7483

164

• DONALD J. CUNNINGHAM, PE
• CHARLES B. GRAVES, JR., PE



cunningham • graves, inc.

SUBSIDIARY OF
CUNNINGHAM CONSULTANTS, INC.

• ENGINEERS
• PLANNERS

2-59-6541

Tract 1

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211, Travis Co., Texas, and a part of that certain tract of land described in a deed to Bill Milburn, Inc., and recorded in Vol. 6809, Page 2147, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the hereinafter described tract, from which an iron rod at the southeast corner of said tract described in Vol. 6809, Page 2147, Deed Records of Travis Co., bears S 52° 04' 05" E 1424.29';

THENCE traversing said tract

(1) An arc distance of 150.64' with a curve concave to the south and having a central angle of 16° 07' 58", a radius of 535.00', tangents of 75.82' and a chord bearing and distance of N 66° 28' 30" W 150.14'

(2) N 31° 36' 25" E 208.00'

(3) N 84° 36' 25" E 130.00'

(4) S 56° 08' 07" E 94.34'

and THENCE (5) S 42° 19' 00" W 266.04' to the place of beginning, containing 0.9839 acres of land.

Exhibit "A", page 2

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AUSTIN, TEXAS 78761
1-512-837-9104

AUSTIN • OKLAHOMA CITY • TULSA • OURÁNGE

7453 165

• DONALD J. CUNNINGHAM, PE
• CHARLES B. GRAVES, JR., PE



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• ENGINEERS
• PLANNERS

Tract 2.

2-59-6542

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211, and the THOMAS J. CHAMBERS 8 LEAGUE GRANT, Travis Co., Texas, and a part of that certain 93.28 acre tract of land described in a deed to Bill Milburn, Inc., and recorded in Vol. 6289, Page 1220, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the hereinafter described tract, from which an iron rod at the southeast corner of said 93.28 acre tract bears S 58° 52' 45" E 475.26';

THENCE traversing said 93.28 acre tract

- (1) N 60° 15' 44" W 210.14'
- (2) An arc distance of 213.87' with a curve concave to the north and having a central angle of 19° 29' 27", a radius of 628.70', tangents of 107.98' and a chord bearing and distance of N 50° 31' 01" W 212.84';
- (3) N 40° 46' 17" W 375.00'
- (4) An arc distance of 164.69' with a curve concave to the south and having a central angle of 17° 38' 13", a radius of 535.00', and a chord bearing and distance of N 49° 35' 24" W 375.00';
- (5) N 42° 19' 00" E 266.04'
- (6) S 56° 08' 07" E 72.01'
- (7) S 43° 21' 02" E 328.51'
- (8) S 60° 54' 47" E 407.05'
- (9) S 57° 52' 44" E 83.61
- (10) S 29° 44' 16" W 141.59'
- (11) S 60° 15' 44" E 25.00'
- (12) S 29° 44' 16" W 50.00'
- (13) N 60° 15' 44" W 25.00'

and THENCE (14) S 29° 44' 16" W 160.00' to the place of beginning, containing 6.5171 acres of land.

Exhibit "A", page 3

7453 166

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AUSTIN, TEXAS 78761
1-512-637-9104



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CUNNINGHAM CONSULTANTS, INC.

FIELD NOTES

Tract 3

ENGINEERS
PLANNERS

2-59-6543

BEING a part of the E.J.W. LOWERY SURVEY NO. 211, and the THOMAS J. CHAMBERS 8 LEAGUE GRANT, Travis Co., Texas, and a part of those certain tracts of land described in deeds to Bill Milburn, Inc., and recorded in Vol. 6289, Page 1220, and Vol. 6809, Page 2147, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the hereinafter described tract, from which an iron rod at the northeast corner of said tract described in Vol. 6809, Page 2147, Deed Records of Travis Co., bears S 67° 17' 05" E 478.72';

THENCE traversing said tracts described in Vol. 6289, Page 1220, and Vol. 6809, Page 2147;

- (1) S 29° 44' 16" W 113.60'
- (2) An Arc distance of 26.99' with a curve concave to the west and having a central angle of 0° 42' 16", a radius of 2195.41', tangents of 13.50' and a chord bearing and distance of S 30° 05' 24" W 26.99'
- (3) S 59° 33' 28" E 25.00'
- (4) An arc distance of 50.57' with a curve concave to the west and having a central angle of 1° 18' 18", a radius of 2220.41', tangents of 25.28' and a chord bearing and distance of S 31° 05' 41" W 50.57';
- (5) N 58° 15' 11" W 25.00'
- (6) An arc distance of 120.62' with a curve concave to the west and having a central angle of 3° 08' 53", a radius of 2195.41', tangents of 60.33' and a chord bearing and distance of S 33° 19' 16" W 120.61';
- (7) N 60° 15' 44" W 408.71'
- (8) N 41° 30' 17" W 619.97'
- (9) N 48° 29' 43" E 132.35'
- (10) An arc distance of 150.13' with a curve concave to the west and having a central angle of 26° 04', a radius of 330.00', tangents of 76.39' and a chord bearing of N 35° 27' 43" E 148.84';
- (11) N 22° 25' 43" E 12.80'
- (12) An arc distance of 26.07' with a curve concave to the south and having a central angle of 99° 35' 39", a radius of 15.00', tangents of 17.75' and a chord bearing and distance of N 72° 13' 32" E 22.91'
- (13) An arc distance of 139.64' with a curve concave to the south and having a central angle of 17° 12' 21", a radius of 465.00', tangents of 70.35' and a chord bearing and distance of S 49° 22' 28" E 139.11'
- (14) S 40° 46' 17" E 375.00'
- (15) An arc distance of 237.68' with a curve concave to the north and having a central angle of 19° 29' 27", a radius of 698.70', tangents of 120.00' and a chord bearing and distance of S 50° 31' 01" E 236.54'

and THENCE (16) S 60° 15' 44" E 210.14' to the place of beginning, containing 7.3405 acres of land.



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• ENGINEERS
• PLANNERS

Tract 4

2-59-6544

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211, Travis Co., Texas, and a part of those certain tracts of land described in deeds to Bill Milburn, Inc. and recorded in Vol. 6289, Page 1220, and Vol. 6809, Page 2147, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the hereinafter described tract, from which an iron rod at the northeast corner of said tract described in Vol. 6809, Page 2147, Deed Records of Travis Co., bears S 56° 28' 38" E 1590.27';

THENCE traversing said tracts described in Vol. 6289, Page 1220 and Vol. 6809, Page 2147

- (1) An arc distance of 88.24' with a curve concave to the south and having a central angle of 10° 52' 23", a radius of 465.00', tangents of 44.25' and a chord bearing and distance of S 74° 55' 06" E 88.11'
 - (2) An arc distance of 24.06' with a curve concave to the southwest and having a central angle of 91° 56' 37", a radius of 15.00', tangents of 15.51' and a chord bearing and distance of S 23° 31' 36" E 21.56'
 - (3) S 22° 25' 43" W 18.85'
 - (4) An arc distance of 122.84' with a curve concave to the west and having a central angle of 26° 04', a radius of 270.00', tangents of 62.50' and a chord bearing and distance of S 35° 27' 43" W 121.78'
 - (5) S 48° 29' 43" W 685.66'
 - (6) An arc distance of 22.74' with a curve concave to the north and having a central angle of 86° 51' 18", a radius of 15.00', tangents of 14.20' and a chord bearing and distance of N 88° 04' 38" E 20.62'
 - (7) N 44° 38' 59" W 115.80'
- and THENCE (8) N 48° 29' 43" E 800.70' to the place of beginning, containing 2.4387 acres of land.

Exhibit "A", page 5



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• ENGINEERS
• PLANNERS

Tract 5

2-59-6545

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211 and the THOMAS J. CHAMBERS 8 LEAGUE GRANT, Travis Co., Texas, and a part of that certain 87.24 acre tract of land described in a deed to Bill Milburn, Inc., and recorded in Vol. 6809, Page 2147, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of the hereinafter described tract, from which an iron rod at the northeast corner of said 87.24-acre tract bears N 82° 22' 53" E 608.92';

THENCE traversing said 87.24 acre tract

- (1) S 34° 53' 42" W 50.00'
 - (2) An arc distance of 152.34' with a curve concave to the east and having a central angle of 6° 09' 46", a radius of 1416.36', tangents of 76.25' and a chord bearing and distance of S 31° 48' 49" W 152.27'
 - (3) S 61° 16' 04" E 25.00'
 - (4) An arc distance of 50.00' with a curve concave to the east and having a central angle of 2° 03' 32", a radius of 1391.36', tangents of 25.00' and a chord bearing and distance of S 27° 42' 10" W 50.00'
 - (5) N 63° 19' 36" W 25.00'
 - (6) S 26° 40' 24" W 89.55'
 - (7) N 63° 18' 30" W 623.10'
 - (8) S 26° 41' 30" W 25.00'
 - (9) N 63° 18' 30" W 27.90'
 - (10) An arc distance of 476.02' with a curve concave to the north and having a central angle of 18° 39' 31", a radius of 1461.75', tangents of 240.14' and a chord bearing and distance of N 53° 58' 45" W 473.92'
 - (11) N 44° 38' 59" W 40.16'
 - (12) An arc distance of 24.39' with a curve concave to the east and having a central angle of 93° 08' 42", a radius of 15.00', tangents of 15.85' and a chord bearing and distance of N 1° 55' 22" E 21.79'
 - (13) N 48° 29' 43" E 548.36'
 - (14) S 41° 30' 17" E 619.98'
- and THENCE (15) S 60° 15' 46" E 408.71' to the place of beginning, containing 11.0598 acres of land.

Exhibit "A", page 6



Cunningham-Graves, Inc.

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• ENGINEERS
• PLANNERS

Tract 6

2-59-6546

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211, The THOMAS J. CHAMBERS 8 LEAGUE GRANT and the JAMES ROGERS SURVEY NO. 19, Travis Co., Texas, and a part of that certain 87.24 acre tract of land described in a deed to Bill Milburn, Inc., and recorded in Vol. 6809, Page 2147, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the hereinafter described tract, from which an iron rod at the northeast corner of said 87.24 acre tract bears N 87° 33' 40" E 1558.09'

THENCE traversing said 87.24 acre tract

(1) An arc distance of 184.49' with a curve concave to the north and having a central angle of 6° 56' 47", a radius of 1521.75', tangents of 92.36' and a chord bearing and distance of S 59° 46' 54" E 184.38'

(2) An arc distance of 27.47' with a curve concave to the southwest and having a central angle of 104° 56' 47", a radius of 15.00', tangents of 19.53' and a chord bearing and distance of S 10° 46' 54" E 23.79'

(3) S 41° 41' 30" W 95.83'

(4) An arc distance of 484.45' with a curve concave to the east and having a central angle of 12° 29' 59", a radius of 2220.59', tangents of 243.19' and a chord bearing and distance of S 35° 26' 30" W 483.49'

(5) S 29° 11' 30" W 314.83'

(6) An arc distance of 23.57' with a curve concave to the northwest and having a central angle of 90° 01' 45", a radius of 15.00', tangents of 15.01' and a chord bearing and distance of S 74° 12' 23" W 21.22'

(7) N 60° 46' 45" W 109.55'

(8) An arc distance of 102.10' with a curve concave to the southeast and having a central angle of 90° 00' 00", a radius of 65.00', tangents of 65.00' and a chord bearing and distance of S 74° 13' 15" W 91.92'

(9) S 29° 13' 15" W 29.38'

(10) N 61° 02' 23" W 140.19'

(11) N 29° 10' 41" E 470.27'

and THENCE (12) N 49° 30' 16" E 586.62' to the place of beginning, containing 6.3945 acres of land.

Exhibit "A", page 7

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AUSTIN, TEXAS 78761
1-512-637-9104

BIRMIN • OKLAHOMA CITY • TULSA • DURANT

7453 170

• DONALD J. CUNNINGHAM, PE
• CHARLES B. GRAVES, JR., PE



cunningham-graves, inc.

SUBSIDIARY OF
CUNNINGHAM CONSULTANTS, INC.

• ENGINEER
• PLANNING
E-33-6547

Tract 7

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211, Travis Co., Texas, and a part of that certain 93.28 acre tract of land described in a deed to Bill Milburn, Inc., and recorded in Vol. 6289, Page 1220, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the hereinafter described tract, from which an iron rod at the southeast corner of said 93.28 acre tract bears S 24° 00' 33" E 1545.92';

THENCE traversing said 93.28 acre tract

- (1) N 55° 33' 49" W 600.99'
 - (2) N 29° 44' 16" E 277.37'
 - (3) An arc distance of 48.58' with a curve concave to the south and having a central angle of 1° 27' 22", a radius of 1911.49', tangents of 24.29' and a chord bearing and distance of S 56° 17' 30" E 48.58'
 - (4) S 55° 33' 49" E 300.00'
 - (5) An arc distance of 227.05' with a curve concave to the north and having a central angle of 6° 13' 19", a radius of 2090.80', tangents of 113.64' and a chord bearing and distance of S 58° 40' 29" E 226.94'
 - (6) S 61° 47' 08" E 24.67'
- and THENCE (7) S 29° 44' 16" W 293.03' to the place of beginning, containing 3.8516 acres of land.

Exhibit "A", page 8

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P.O. Box 15244 • 8130 N. LAMAR
AUSTIN, TEXAS 78781
1-512-837-0104

7453 171

• DONALD J. CUNNINGHAM, PE
• CHARLES B. GRAVES, JR., PE



cunningham•graves, inc.

SUBSIDIARY OF
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• ENGINEERS
• PLANNERS

2-59-6548

Tract 8

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211 and the THOMAS J. CHAMBERS 8 LEAGUE GRANT, Travis Co., Texas, and a part of that certain 93.28 acre tract of land described in a deed to Bill Hilburn, Inc., and recorded in Vol. 6289, Page 1220, Deed records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the hereinafter described tract, from which an iron rod at the southeast corner of said 93.28 acre tract bears S 3° 03' 31" W 1002.52';

THENCE traversing said 93.28 acre tract

- (1) N 60° 15' 44" W 696.56'
- (2) N 29° 44' 16" E 314.10'
- (3) S 61° 47' 08" E 269.42'

(4) An arc distance of 200.00' with a curve concave to the north and having a central angle of 0° 18' 01", a radius of 38161.92', tangents of 100.00' and a chord bearing and distance of S 61° 38' 08" E 200.00'

- (5) S 61° 29' 07" E 126.65'

(6) An Arc distance of 84.84' with a curve concave to the north and having a central angle of 2° 12' 52", a radius of 2195.10, tangents of 42.43' and a chord bearing and distance of S 62° 35' 33" E 84.84'

(7) An arc distance of 24.46' with a curve concave to the southwest and having a central angle of 93° 26' 15", a radius of 15.00', tangents of 15.93' and a chord bearing and distance of S 16° 58' 52" E 21.84'

and THENCE (8) S 29° 44' 16" W 317.23' to the place of beginning, containing 5.1646 acres of land.

Exhibit "A", page 9

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1-512-637-9104

7453

172

• DONALD J. CUNNINGHAM, PE
• CHARLES B. GRAVES, JR., PE



cunningham-graves, inc.

SUBSIDIARY OF
CUNNINGHAM CONSULTANTS, INC.

• ENGINEERS
• PLANNERS

2-59-6549

Tract 9

FIELD NOTES

BEING a part of the THOMAS J. CHAMBERS 8 LEAGUE GRANT and a part of that certain 93.28 acre tract of land described in a deed to Bill Milburn, Inc., and recorded in Vol. 6289, Page 1220, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the hereinafter described tract, from which an iron rod at the southeast corner of said 93.28 acre tract bears S 2° 00' 26" E 684.47';

THENCE traversing said 93.28 acre tract

- (1) N 29° 44' 16" E 641.44'
 - (2) An arc distance of 21.84' with a curve concave to the southeast and having a central angle of 83° 26' 21", a radius of 15.00', tangents of 13.37' and a chord bearing and distance of N 71° 27' 26" E 19.96'
 - (3) An arc distance of 15.37' with a curve concave to the north and having a central angle of 0° 24' 04", a radius of 2195.11', tangents of 7.68' and a chord bearing and distance of S 67° 01' 25" E 15.37'
 - (4) S 67° 13' 29" E 294.67'
 - (5) S 29° 06' 19" W 696.92'
 - (6) N 64° 17' 23" W 110.67'
 - (7) N 53° 37' 50" W 184.44'
- and THENCE (8) N 76° 55' 57" W 36.67' to the place of beginning, containing 5.0434 acres of land.

Exhibit "A", page 10

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7453 173

• DONALD J. CUNNINGHAM, PE
• CHARLES B. GRAVES, JR., PE



cunningham•graves, inc.

SUBSIDIARY OF
CUNNINGHAM CONSULTANTS, INC.

• ENGINEERS
• PLANNERS

Tract 10

2-59-6550

FIELD NOTES

BEING a part of the THOMAS J. CHAMBERS 8 LEAGUE GRANT, Travis Co., Texas, and a part of that certain 93.28 acre tract of land described in a deed to Bill Milburn, Inc., and recorded in Vol. 6289, Page 1220, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of the hereinafter described tract, from which an iron rod at the southeast corner of said 93.28 acre tract bears S 35° 43' 23" E 27.62';

THENCE traversing said 93.28 acre tract

(1) N 60° 15' 44" W 320.00'
(2) An arc distance of 23.56' with a curve concave to the northeast and having a central angle of 90° 00' 00", a radius of 15.00', tangents of 15.00' and a chord bearing and distance of N 15° 15' 44" W 21.21'

(3) N 29° 44' 16" E 332.16'

(4) S 57° 06' 12" E 225.40'

(5) S 83° 06' 20" E 114.75'

and THENCE (6) S 29° 06' 19" W 379.31' to the place of beginning, containing 2.6454 acres of land.

Exhibit "A", page 11

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1-512-537-9104

7453 174

• DONALD J. CUNNINGHAM, PE
• CHARLES B. GRAVES, GR., PE



cunningham•graves, inc.

SUBSIDIARY OF
CUNNINGHAM CONSULTANTS, INC.

• ENGINEERS
• PLANNERS

2-59-6551

FIELD NOTES

BEING a part of the E.J.W. LOWERY SURVEY NO. 211, and the THOMAS J. CHAMBERS 8 LEAGUE GRANT, Travis Co., Texas, and a part of that certain 93.28 acre tract of land described in a deed to Bill Milburn Inc. and recorded in Vol. 6289, Page 1220, Deed Records of Travis Co., and being more particularly described by metes and bounds as follows:

BEGINNING at the most easterly northeast corner of the hereinafter described tract, from which the southeast corner of said 93.28 acre tract bears S 3° 03' 31" W 1002.52';

THENCE traversing said 93.28 acre tract

- (1) S 29° 44' 16" W 340.21'
- (2) N 67° 48' 43" W 569.54'
- (3) N 44° 57' 35" W 283.97'
- (4) N 50° 53' 24" W 341.35'
- (5) N 80° 25' 57" W 30.00'
- (6) S 86° 34' 03" W 335.00'
- (7) N 16° 40' 57" W 17.53'
- (8) N 29° 49' 03" E 814.10'

(9) An arc distance of 100.00' with a curve concave to the south and having a central angle of 2° 59' 51", a radius of 1911.49', tangents of 50.01' and a chord bearing and distance of S 58° 31' 07" E 99.99'

- (10) S 29° 44' 16" W 277.37'
- (11) S 55° 33' 49" E 600.99'
- (12) N 29° 44' 16" E 293.04'
- (13) S 61° 47' 08" E 100.00'
- (14) S 29° 44' 16" W 314.09'

and THENCE (15) S 60° 15' 44" E 696.56' to the place of beginning, containing 14.60 acres of land.

STATE OF TEXAS
I hereby certify that this instrument was duly and in due legal form and was properly RECORDED in the Public and Private Land Office of Travis County, Texas, on the date hereon set forth.



FILED

JUN 8 10 17 AM '81

David A. ... Exhibit "A", page 12

COUNTY CLERK
TRAVIS COUNTY, TEXAS

AUSTIN • OKLAHOMA CITY • TULSA • DURANT

P.O. Box 15244 • 81304 LAMAR
AUSTIN, TEXAS 78761
1-812-837-9104

7453 175

1700
1700

DECLARATION OF RESTRICTIONS

MILWOOD SECTION 6

3-23-0365

THE STATE OF TEXAS § 5208 * 13-0365
 § 5209 * 13-0365
COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:
 §

This Declaration of Restrictions made this 7th day of June, 1983, by BILL MILBURN, INC., a Texas corporation, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of all lots in Milwood Section 6, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 81, Page 217, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes (hereinafter called the "Subdivision"), and desires to encumber the lots in the Subdivision with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit and pass with the property, each and every parcel or resubdivision thereof, and shall apply to and bind the successors in interest and any other owner thereof:

NOW, THEREFORE, Developer, the sole owner in fee simple of the Subdivision, hereby declares that all lots in the Subdivision shall be held, transferred, sold and conveyed, subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this Declaration and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of each lot, and the owners by acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of the Declaration.

I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold and conveyed, subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

Lots 41 through 44, Block I, Lots 12 through 22, Block J, Lots 2, 3 and 4 of Block K, Lots 35 through 39, Block M, Lots 12 through 21, Block O and Lots 39 through 40, Block T, in MILWOOD SECTION 6, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 81, Page 217, Plat Records of Travis County, Texas.

3-23-0366

II.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES

The property described in Section I hereof is encumbered by the covenants, conditions, restrictions, reservations and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvements of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate location; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper set-backs from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

A. Land Use and Building Types.

(1) No lots shall be used except for residential purposes. On each residential lot no building shall be erected, altered, placed or permitted other than a detached, single family dwelling or duplex dwelling not to exceed two (2) stories in height, with an attached private garage or carport for not more than four (4) cars. The lots on which duplex dwellings may be constructed are as follows: Lots 12 through 21, Block O, and Lots 39 and 40, Block T, of the Subdivision (the "Duplex Lots"). On the Duplex Lots, either single family detached dwellings or duplex dwellings may be constructed, at the sole discretion of the owner thereof. On all other lots in the Subdivision (other than Duplex Lots), only single family detached dwellings may be constructed.

(2) No building shall remain uncompleted for more than one (1) year after construction has been commenced.

(3) Nothing contained herein shall prohibit the conversion of any existing duplex dwelling or dwellings to a condominium regime.

B. Dwelling Size.

(1) Single Family Dwelling. The ground floor area of the main structure of a single story, single-family residence shall be not less than one thousand one hundred fifty (1,150) square feet, excluding all open and covered porches and garage units. If more than one story, the combined area for the first and second floors shall be not less than one thousand three hundred (1,300) square feet. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

3-23-0367

(2) Duplex Dwelling. The floor area for each side of the duplex dwelling, whether single story or more, shall be not less than one thousand (1,000) square feet, excluding all open and covered porches and garage units. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

C. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the front wall of any house.

D. Architectural Control. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall fence or any other improvement be altered, modified, added to or removed from any lot until the construction plans and specifications thereof and a plan showing the location of all buildings, walls, fences and other improvements, including, but not limited to driveways and setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee". Nor shall the topography of the lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee. The approval of the Committee shall not be unreasonably or whimsically withheld.

The Committee shall be composed of three (3) members. The original members of the Committee shall be Bill Milburn, Blake Kuhlman and Barney Reynolds. The 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 the authority to designate a successor by filing with the Committee a written designation of the successor. In the event of the death or resignation of any member of said

Committee, the remaining member or members will have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof.

The Committee in considering each set of plans and specifications and the plan showing the location of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with existing structures and location with respect to topography and finished grade elevation.

3-23-0368

The Committee's approval or disapproval of the plans and specifications and plot plan for the improvements to be erected or placed on a lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a lot, within thirty (30) days after the same have been submitted to the Committee, then in that event the same shall be deemed approved and this covenant complied with. All plans and specifications shall be delivered to the Committee not less than thirty (30) days prior to the date construction is to be commenced at its office at 11911 Burnet Road, Austin, Travis County, Texas, or any such other address as it may designate, by certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received by the Committee shall be considered the date of delivery to the Committee.

Anything herein to the contrary notwithstanding, the Committee is hereby authorized, at its sole discretion, to waive any requirements relating to carports, dwelling size, masonry requirements and fences and such decision shall be binding on all owners of lots encumbered by this Declaration.

E. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record of the Subdivision on file in the Plat Records of Travis County, Texas. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water. The easement area of each lot shall not be fenced out of the lot and shall be maintained continuously by the owner of the lot.

F. Nuisances. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, or which is opposed to the purpose of these restrictions.

G. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building may be moved on any lot. No racing vehicle, or any vehicle without a current license plate shall be permitted to remain on any lot or be parked on a street adjoining a lot.

3-23-0369

H. Signs. No signs of any kind shall be displayed for public view on any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders to advertise the property for sale. All merchandising, advertising and sales programing shall be subject to the approval of the Committee.

I. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any character shall be permitted upon any lot.

J. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except any owner may keep no more than two (2) dogs, two (2) cats or two (2) other household pets, provided they are not kept, bred or maintained for any commercial purpose.

K. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for trash, garbage or other waste and the same shall not be kept, except in sanitary containers. Each lot owner shall contract with an independent disposal service to collect all garbage or other waste if such service is not provided by the City of Austin.

III.

SIDEWALKS

The owner of each lot shall construct at his cost and expense and prior to his occupancy of the dwelling sidewalks, if any, as required by the City of Austin, or any other political subdivision in the State of Texas in which the lot is located, or as set forth on the recorded subdivision plat.

IV.
TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots encumbered by this Declaration, it is agreed to change said Declaration in whole or in part.

3-23-0370

Any such instrument of amendment or termination must be executed and acknowledged by fifty-one percent (51%) of the then owners of lots encumbered by this Declaration and filed of record in the Deed Records of Travis County, Texas. The instrument of amendment or termination shall be effective to amend or terminate this Declaration at the expiration of the initial year term if such instrument is filed of record as set forth above during the initial term hereof; or if such instrument is filed of record as set forth above during any ten (10) year period of extension, this Declaration shall be amended or terminated (as the case may be) at the end of such ten (10) year period of extension. Notwithstanding anything contained herein to the contrary, the Developer, its successors or assigns, may amend these covenants at any time, or from time to time, in order to correct any typographical errors or other errors or omissions in form which, in the discretion of the Developer, its successors or assigns, may require amendment in order to properly reflect the intent hereof. Such amendments to correct typographical or other errors shall be effective on the date that such an amendment is filed of record in the Deed Records of Travis County, Texas, by the Developer, its successors or assigns.

V.
ENFORCEMENT

If the owner of any lot, or his heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Declaration, it shall be lawful for any person or persons owning any lot encumbered by this Declaration, or Developer to prosecute any proceedings against the person or persons violating or attempting to violate any such covenants. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Developer and other owners of lots in the Subdivision, thus the breach of any provision of this Declaration may not only give rise to an action for damages at

3-23-0371

law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to one restraining construction of any improvements commenced, or about to be commenced, without the prior written approval of the Committee or for the removal of any improvement constructed without the prior written approval of the Committee. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief was granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine.

VI.

SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

VII.

NUMBER AND GENDER

The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this Declaration. Likewise if either the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

EXECUTED this the 7th day of June, 1983.

BILL MILBURN, INC.,
a Texas corporation

NO SEAL

By: Michael L. Cook
MICHAEL L. COOK,
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

3-23-0372

This instrument was acknowledged before me on the 7th day of June, 1983 by MICHAEL L. COOK, Vice President of BILL MILBURN, INC., a Texas corporation, on behalf of said corporation.

Kim Heilbrun
Notary Public in and for
The State of Texas
Kim Heilbrun
(typed or printed name)

My commission expires:
1-17-87

NOTARY SEAL

FILED

JUN 14 9 29 AM '83

Doris Anspolina
COUNTY CLERK
TRAVIS COUNTY TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
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 Travis County, Texas, as stamp hereon by me, on

JUN 14 1983



Doris Anspolina
COUNTY CLERK
TRAVIS COUNTY, TEXAS

500

RATIFICATION OF RESTRICTIVE COVENANTS

JUN 28-85 25 3678 * 5.00
THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL PERSON BY THESE PRESENTS: 0.3 93 3558

THAT, this Ratification of Restrictive Covenants is executed this the 12th day of June, 1985 by WILLIAM O. MILBURN of Travis County, Texas.

W I T N E S S E T H:


WHEREAS, on April 27, 1981, BILL MILBURN, INC., a Texas corporation, executed that certain Restrictive Covenant recorded in Volume 7453, Page 160, Deed Records of Travis County, Texas, which impressed certain covenants and restrictions on that certain 66.02 acre tract of land in Travis County, Texas, more particularly described in Exhibit "A" attached to said Restrictive Covenant and incorporated herein by reference for all intents and purposes; and

WHEREAS, on April 27, 1981, William O. Milburn was record title owner of a portion of the said 66.02 acre tract of land; and

WHEREAS, William O. Milburn desires to ratify and affirm the Restrictive Covenant; and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned does hereby RATIFY and AFFIRM the Restrictive Covenant recorded in Volume 7453, Page 160, Deed Records of Travis County, Texas.

EXECUTED to be effective the 27th day of April, 1981.


WILLIAM O. MILBURN

REAL PROPERTY RECORDS
Travis County, Texas

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of June, 1985, by WILLIAM O. MILBURN.

Tina F. Harris
Notary Public in and for
the State of Texas

TINA F. HARRIS
Type/Print Name of Notary Public

My Commission Expires: 7-16-85

NOTARY SEAL

STATE OF TEXAS COUNTY OF TRAVIS
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 Travis County, Texas, on

JUN 28 1985



Noris Angeline
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

1985 JUN 28 PM 4: 56

Noris Angeline
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:

TRAVIS TITLE CO.
ONE PARK NORTH
8200 MOPAC, SUITE 240
AUSTIN, TEXAS 78759

Attention: Marlane

RESTRICTIVE COVENANT

FILM CODE

00005230444

THE STATE OF TEXAS)(
COUNTY OF TRAVIS)(
9:18 AM 8101

9:18 AM 8101

11.00 INDX
12/09/94

WHEREAS, Texas Instruments, Incorporated ("T.I.") is the owner of that certain tract of land described in Exhibit "A" which is attached hereto and made a part hereof for all purposes, (the "Property"), and

9:18 AM 8101

5.00 RECH
12/09/94

WHEREAS, Angus Valley Numbers Four and Eight, Angus Valley Trail Section One-A, Angus Valley Annex, Angus Estates, Summit Oaks, and sections of Milwood are single-family residential subdivisions (the "Subdivisions") that abut portions of or are in the area of the Property, and

9:18 AM 8101

1.00 SEC
12/09/94
41.16-CHK#

WHEREAS, the members of the Angus Valley Area Neighborhood Association, the Angus Estates Neighborhood Association, Summit Oaks Neighborhood Association, and the Milwood Neighborhood Association (the "Associations") are owners of lots in the Subdivisions or other subdivisions which abut or are in the area of the Property, and

WHEREAS, T.I. and the Associations have agreed that the Property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, T.I., for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to T.I., the receipt of which is hereby acknowledged, does hereby agree with respect to Property, said agreement to be deemed and considered as a covenant running with the land which shall be binding on T.I., its successors and assigns as follows:

1. All buildings constructed on the Property shall have at least 75% of their exterior walls covered with masonry as generally defined in the construction and insurance industries.
2. The existing chain-link fence on the boundary of the Property which abuts any of the Subdivisions shall remain in its current location and shall be properly maintained in good condition.
3. Ingress and egress to and from each multifamily project constructed on the Property shall be controlled by security gates kept in good working order.
4. Owners of the Property shall perform for oak trees on the Property oak wilt inspections and a suppression program, if necessary, and shall no more than annually provide any of the Associations requesting same, a report on the inspections and suppression program within thirty (30) days of such a request.
5. The terms and conditions of this covenant may be enforced by a President or by the Board of Directors of any of the Associations or successor associations.

Enforcement actions may be brought only after written notice of violations have been mailed by U. S. Certified Mail, Return Receipt Requested, to T.I., its successors and assigns and

REAL ESTATE RECORDS
TRAVIS COUNTY, TEXAS
12330 1995

only if the noticed violations have not been cured within 30 days after the receipt of said notice by T.I., its successors and assigns. In the event a party bringing suit for enforcement of these restrictions prevails in the enforcement suit, they shall be entitled to recover their reasonable attorney fees and their costs of court.

6. The terms and conditions of the covenant may be modified, amended or terminated only by joint action of the following at the time:

- a. The Board of Directors of all of the Associations or successor associations and
- b. The owner of the Property.

EXECUTED this the 7th day of December, 1994.

TEXAS INSTRUMENTS, INCORPORATED

By: *L.H. McManan*
 Signature
LEWIS H. McMANAN
 Printed Name
VA CORPORATE STAFF
 Title

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

This instrument was acknowledged before me on December 7, 1994, by Lewis H. McManan, VA Corporate Staff, of Texas Instruments Incorporation on behalf of said corporation.

Nancy C. Nance
 NOTARY PUBLIC, State of Texas,
 County of Travis DALLAS
 Printed Name: Nancy C. Nance

My commission expires:

6/30/96

257803.1
16400.85909

RETURN TO: PHYLIS DONELSON
 HERITAGE TITLE
 98 SAN JACINTO BLVD. STE. 400
 AUSTIN, TEXAS 78701
 GF# 3-15140

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

LEGAL DESCRIPTION
Multi Family Zone

2

BEING 120.28 acres of land, situated in the City of Austin, Travis County, Texas and being in the Menucan Hunt Survey, No.105, Abstract No.396 James Goode Survey, No. 30, Abstract No. 307, and the F.G. Secrest Survey, No. 23, Abstract No. 725 and being a part of that certain 466.25 acre tract of land as described in a deed from Bank of Austin, Trustee to Texas Instruments Incorporated, dated April 20, 1969 and recorded in Volume 3703, Page 731, of the Deed Records of Travis County, Texas and being more fully described as follows:

COMMENCING at a 1 inch iron pipe found at the Northeast corner of the said 466.25 acre tract. Said 1 inch iron pipe also being the Northwest corner of the Angus Trail Section 1-A, a subdivision recorded in Plat Book 85, Page 41B of the Plat Records of Travis County, Texas (P.R.T.C.T.) and the same being an angle point in the South line of the Millwood Section 20, a subdivision recorded in Plat Book 85, Page 129D of the (P.R.T.C.T.);

THENCE: North 52 deg. 50 min. 05 sec. West along the North line of the said 466.25 acre tract and the South line of the said Millwood Section 20 subdivision a distance of 855.32 feet to the POINT OF BEGINNING;

THENCE: South 37 deg. 07 min. 42 sec. West, departing from the North line of said 466.25 acre tract, a distance of 917.21 feet to a point for corner at the beginning of a curve to the right for which the radius point bears North 52 deg. 52 min. 13 sec. West, a distance of 1000.00 feet;

THENCE: Along said curve to the right, through a central angle of 65 deg. 28 min. 55 sec. and an arc distance of 1160.33 feet to a point for corner at the end of said curve;

THENCE: North 75 deg. 23 min. 23 sec. West, a distance of 704.33 feet to a point for corner;

THENCE: North 13 deg. 36 min. 32 sec. East, a distance of 200.00 feet to a point for corner;

THENCE: North 75 deg. 23 min. 28 sec. West, a distance of 428.97 feet to a point for corner at the beginning of a curve for which the radius point bears South 58 deg. 38 min. 01 sec. East, a distance of 1450.00 feet;

THENCE: Along said curve to the left, through a central angle of 07 deg. 55 min. 35 sec. and an arc distance of 200.50 feet to a point for corner at the end of said curve;

Exhibit "A"

12330 1990

THENCE: North 76 deg. 23 min. 23 sec. West, a distance of 365.67 feet to a point for corner at the beginning of a curve for which the radius point bears South 13 deg. 36 min. 32 sec. West, a distance of 1000.00 feet;

THENCE: Along said curve to the left, through a central angle of 29 deg. 02 min. 50 sec. and an arc distance of 489.52 feet to a point for corner at the end of said curve;

THENCE: North 30 deg. 12 min. 41 sec. East, a distance of 2728.03 feet to a point for corner in the north line of said 466.25 acre tract and the south line of the Millwood Section 14, a subdivision recorded in Plat Book 83, Page 188B (P.R.T.C.T.);

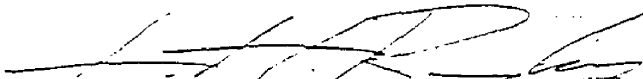
THENCE: South 56 deg. 42 min. 48 sec. East, along the North line of the said 466.25 acre tract and the South line of the said Millwood Section 14 subdivision, a distance of 40.42 feet to a point for corner;

THENCE South 53 deg. 38 min. 33 Sec. East, along the North line of the said 466.25 acre tract and the south lines of the said Millwood Section 14, and Millwood Section 14-A, a subdivision recorded in Plat Book 84, Page 87B (P.R.T.C.T.), a distance of 1506.13 feet to a point for corner;

THENCE South 52 deg. 57 min. 48 sec. East along the north line of the said 466.25 acre tract and the South line of the said Millwood Section 14-A; and the south line of Millwood Section 19, a subdivision recorded in Plat Book 85, page 55A of the (P.R.T.C.T.), a distance of 1113.19 feet to a point for corner;

THENCE: South 52 deg. 50 min. 05 sec. East along the North line of the said 466.25 acre tract and the South line of the said Millwood subdivision, a distance of 40.89 feet to the POINT OF BEGINNING and containing 120.28 acres of land more or less.

Prepared This 19th Day of July, 1994
Under My Hand and Seal.



LAWRENCE H. RINGLEY, R.P.L.S.
State of Texas, No. 4701



DEAL PROPERTY RECORDS
12330 1999

12330 1999

FILED

94 DEC -9 PM 4: 07

DANA BENDER
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time and place herein stated, and
was duly RECORDED in the Volume and Page of the
named RECORD BOOK of said County, Texas, at

DEC 9 1994



Dana Bender
COUNTY CLERK
TRAVIS COUNTY, TEXAS

**RECORDERS MEMORANDUM:
ORIGINAL IS OF POOR QUALITY !!**

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12330 2000