

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE RESIDENTIAL AREA OF
CYPRESS BEND SECTION ONE

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

THAT WHEREAS, FIRST TRIPLE J INC., a Texas Corporation ("TRIPLE J") and DOYLE WILSON BUILDER, INC., a Texas Corporation, acting by and through its duly authorized officer ("WILSON") (Triple J and Wilson are collectively referred to as "Declarant" or "Declarants") are the owners of certain single-family residential lots more particularly described as Lots 26-33, Block A; Lots 1-10, Block B; Lots 14-26, Block F; Lots 1-26, Block G; Lots 1-24, Block H; Lots 18-19, Block I; and Lots 1-18, Block J in CYPRESS BEND SECTION ONE, ("Property"), a subdivision of record in Williamson County, Texas, according to the map or plat of record in Cabinet H and Slides 150 & 152 Plat Records of Williamson County, Texas, and

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

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

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

ARTICLE I

DEFINITIONS

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

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time.

1.03 Declarant. "Declarant" shall mean FIRST TRIPLE J, INC. and DOYLE WILSON BUILDER, INC., their duly authorized representatives and their respective successors or assigns; provided that any assignment of the rights of Triple J and Wilson, as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

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

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

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

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

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

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

1.10 Plat. "Plat" shall mean the final subdivision plat of CYPRESS BEND SECTION ONE a subdivision of record in Cabinet H, Slides 150-152, Plat Records of Williamson County, Texas as the same may be amended from time to time.

1.11 The Restrictions. The "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules.

1.12 Subdivision. "Subdivision" shall mean CYPRESS BEND SECTION ONE, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet H, Slides 150-152, Plat Records of Williamson County, Texas.

ARTICLE II

ANNEXATION

Declarant, and other persons with Declarant's written consent may, at any time and from time to time, add additional land to the Property. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Article II, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration.

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

(A) A reference to this Declaration, which reference shall state the date of recordation hereof and the numbers wherein this Declaration is recorded;

(B) A statement that the provisions of this Declaration

shall apply to the added land as set forth herein;

(C) A legal description of the added land; and

(D) Owner's written consent if the land being added is not owned by Declarant.

ARTICLE III

GENERAL RESTRICTIONS

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

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

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

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

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

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

3.06 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, large or poisonous snakes, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Property. Any Owner may keep on such Owner's Lot: (i) not more than two (2) dogs and two(2) cats; or (ii) a combination of not more than three (3) dogs and cats. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.07 Rubbish and Debris. No rubbish or debris of any kind

shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.

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

3.09 Antennae. No exterior radio or television antenna or aerial shall be erected or maintained without the prior written approval of the Architectural Committee.

3.10 Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except one sign of not more than five (5) square feet advertising the Lot or House for sale or rent, and except for signs which are part of Declarant's overall marketing plan for the Property.

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

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

3.13 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. The Architectural Committee may tow or remove any vehicle being stored or parked in violation hereof, and may recover the expense thereof from the Owner upon whose Lot the vehicle is located or parked adjacent to. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree

clippings, metals, bulk materials, or scraps or refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

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

3.15 Garage Apartments. Nothing contained in this Declaration shall prevent the construction or rental of garage apartments.

3.16 Compliance with the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both.

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

ARTICLE IV

USE AND CONSTRUCTION RESTRICTIONS

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

4.02 Residential Use. All Lots shall be improved and used solely for residential use, inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use.

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

4.04 Obstruction of Views. No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.05 Minimum Building Sizes and Exterior Building Materials. The total square footage of floor area of the primary dwelling construction upon any lot within the subdivision excluding breezeways, lanais and all other areas not intended for primary residential use, shall not be less than 1200 square feet.

Exterior building materials shall not be less than 50 percent masonry.

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

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

4.08 Landscaping Requirements. The owner of each lot shall install full cover grass sod or full cover hydromulch application in the front yards of each living unit and at least one (1) two inch (2") caliper tree for each dwelling, in instances where the FHA or VA require such planting for loan approval. The existence upon the lot of a native tree or trees of similar size shall fulfill this planting requirement and no further planting shall be required.

4.09 Setback Requirements. All buildings erected within the subdivision shall be placed upon the lots in conformity with the setback lines indicated on the recorded plat of the subdivision. In addition to the recorded setback lines as established on the plat, the main residence constructed upon any lot shall not be erected within six feet (6') of either side property line or within ten (10') of the rear property line provided, however, that a detached garage located not less than sixty feet (60') from a front lot line may be erected within six feet (6') of a side lot line and provided further that the Architectural Committee shall be empowered to waive the rear setback line requirements established herein if such waiver conforms to the requirements of paragraph 5.12 hereof, and, provided further that (i) at least thirteen feet six inches (13'6") of clearance is maintained between the structures located on the adjacent lots; (ii) the structure on the requesting lot shall not be nearer than six feet (6') to the side or rear property lines; and (iii) such waiver shall not result in encroachment upon any dedicated easement or right-of-way and shall not violate any applicable zoning ordinance or duly platted subdivision setback line. For purposes of this restriction, the roof overhang of the main dwelling shall not be considered nor shall any driveway, sidewalk, patio, pool, open porch or fireplace.

4.10 Flatwork, Sidewalks and Driveways. All residential lots shall have concrete public sidewalks to be constructed by home builder in accordance with City of Cedar Park Standard Plans and Specifications, between the lot line and the curb line at thirty inches (30") in front of the front or side property line; provided, however, that upon written request, the Committee may permit a deviation from this standard in order to protect native trees. Each residence shall be furnished with an asphalt or a reinforced concrete driveway.

4.11 Fences. No fence, wall or hedge shall be built or maintained above grade level on any lot nearer than the front-most wall of the living area of the principal residence constructed on such lot, provided however that the decorative fences or walls or hedges may be permitted in the area forward of the front-most wall of the living area of the principal residence upon such lot if such decorative fences, walls or hedges do not extend beyond the front building setback line upon such lot as reflected in the recorded plat of the subdivision, also no fence shall extend past the side building setback line if the lot is on a corner. Fences shall be of wood or masonry construction only. No metal or plastic fences shall be permitted, except decorative wrought iron fences.

4.12 Exterior Storage. No lot or easement or right-of-way shall be used for the storage of material, equipment, apparatus, vehicle, tool, implement, boat, firewood or sporting equipment unless such item is stored within a garage or an approved storage

facility or in an area which is completely screened from public view. No storage of any type will be permitted which creates a hazardous or unhealthful condition or which adversely affects the value of adjacent property.

4.13 Water and Sewage System. No individual water supply system or sewage disposal system shall be permitted on any lot including but not limited to water well, cesspools or septic tanks.

4.14 Mailboxes. In the event that the United States Postal Service provides door to door delivery of mail within the subdivision, the United States Postal Service shall establish specific criteria for the erection of postal mailboxes. In the event that the United States Postal Service requires pedestal delivery centers to serve several homes they shall be erected pursuant to the standards established by the United States Postal Service.

4.15 Solar Facilities. Solar collectors, apparatus or equipment may not be installed or maintained on any lot without the prior written consent of the Architectural Committee. No such apparatus or equipment shall be installed in any manner which permits it to be visible to an observer at any point along the front street property line of the lot.

4.16 Athletic Facilities. No basketball goals, volleyball standards, or other athletic equipment or facilities shall be erected or maintained upon any lot within the public view, provided however that one (1) basketball goal does not create an unreasonable nuisance or unsafe condition and does not detract from the value of the adjacent property. No such facility may be erected on any lot nearer to the street than the front property setback line. All such facilities must have the prior written approval of the Architectural Committee.

4.17 Outbuildings. All outbuildings must have the prior written approval of the Architectural Committee. No outbuildings except a detached garage shall exceed eight feet (8') in height or one hundred (100) square feet of floor area. All outbuildings must be architecturally compatible with the main structure upon the lot unless completely concealed from public view behind an approved fence or other enclosure, and no outbuilding except a detached garage shall be visible to a viewer standing on the front property line. All outbuildings must be maintained in a state of repair compatible with the standards of the subdivision. No unsafe or unsightly outbuilding shall be permitted to remain on any lot. Outbuildings include without limitation all storage sheds, barns detached garages, playhouses, doghouses, and all other outdoor storage facilities on any lot.

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

4.19 Construction Activities. This Declaration shall not be construed so as to unreasonable interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In no event, however, shall any structure be allowed to remain uncompleted for more than one (1) year after construction has commenced. In the event that construction upon any Lot does not conform to the requirements set forth above or otherwise does not conform to usual construction practices in the area as determined by the Architectural Committee in its sole area as determined by the Architectural Committee in its sole good faith judgement, the Architectural Committee shall have the authority to seek an injunction to stop such construction. In addition, if during the

course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith.

ARTICLE V

ARCHITECTURAL COMMITTEE

5.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate. The initial voting members are Tim Jamail, Emile Jamail, Clark Wilson.

5.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

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

5.04 Term. Each Voting Member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until a replacement Voting Member or Voting Members have been designated.

5.05 Declarants' Rights of Appointment. Triple J, its successors or assigns shall have the exclusive right, at its sole and absolute discretion and for any or no reason, to appoint and remove the Voting Members.

5.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. All rules adopted, and all actions taken, by the Committee shall comply with any and all applicable City, County, and State laws, ordinances, and rules.

5.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or documents deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt by the Committee of all of the information requested by the Committee for evaluation of the proposed improvement it shall have twenty (20) days within which to respond. If the Committee rejects the request, it shall explain the basis for its decision

in a written response to the applicant. If the Committee fails to approve or disapprove the request within the twenty (20) day period, the request shall be deemed to have been approved and the applicant may proceed at its own risk to install said improvement. However, the Committee's failure to disapprove any improvement shall not prevent any property owner within the subdivision from maintaining an action or seeking an injunction to eliminate any violation of this Declaration of Covenants, Conditions and Restrictions. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property, and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, colorschemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

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

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

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

5.11 Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Doyle Wilson Builder, Inc., at 5000 Plaza on the Lake, Suite 150, Austin, Texas 78746, or such other address as may be designated from time to time.

5.12 Variations. The Architectural Committee is empowered to grant variations from the requirements for this Article II and Article IV upon written request from the owner of any lot provided that such owner can demonstrate (i) adverse economic impact created by the restriction for which such variance is requested; and (ii) not significant adverse impact on adjacent property, either physical, such as increased drainage flow, or economic, such as reduction in property value. Any variance allowed by the Architectural Committee shall be made by appropriate legal instrument which shall be recorded in the Real Property Records of Williamson County, Texas.

5.13 Compensation. No member of the Architectural Committee shall be entitled to any compensation for services rendered pursuant to this covenant.

ARTICLE VI

EASEMENTS

6.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without limitation, gas, water, electricity, telephone and drainage) in favor of any Person along any front, rear or side boundary line of any Lot, which said easements shall have a maximum width of seven feet six inches (7'6").

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

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

6.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area. Nothing contained in this Declaration shall be construed to in any way prohibit or restrict placing driveways or sidewalks across utility easements.

ARTICLE VII

MISCELLANEOUS

7.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless

amended or extinguished by a written instrument executed by the Owners of at least eighty percent (80%) of the Lots within the Property then subject to this Declaration.

7.02 Amendment. This Declaration may only be amended by the written agreement of either (i) the Declarants or (ii) the owners of one hundred percent (100%) of the Lots within the Property. Such amendment shall not be effective until it has been recorded in the Real Property Records of Williamson County, Texas.

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

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

7.05 Nonliability of Architectural Committee Members. Neither the Architectural Committee, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member.

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

7.07 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, and/or Declarant, shall have the right to enforce all of the provisions of the Restrictions. Additionally, the City of Cedar Park shall have the right to enforce the requirements contained in Section 4.09 that there be a minimum of 13'6" of clearance maintained between structures located on adjacent lots. The aforementioned rights of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration on this the _____ day of 198_____.

DECLARANT:

FIRST TRIPLE J INC., a Texas Corporation

By: Tim Jamail

Name: TIM JAMAIL
(Print)

Its: PRESIDENT

DOYLE WILSON BUILDER, INC., a Texas Corporation

By: David C. Mahn

Name: DAVID C. MAHN
(Print)

Its: Vice President

THE STATE OF TEXAS X
COUNTY OF WILLIAMSON X

This instrument was acknowledged before me on this 1st day of June, 1987, by Tim Jamail of FIRST TRIPLE J INC., on behalf of said corporation.

Billie G. Bitely
Notary Public, State of Texas
Name Printed: Billie G. Bitely
Commission Expires: 11-88

THE STATE OF TEXAS X
COUNTY OF WILLIAMSON X

This instrument was acknowledged before me on this 2nd day of June, 1987, by David C. Mahn of Vice President of DOYLE WILSON BUILDER, INC., a Texas corporation on behalf of said corporation.

Kathy Wenzel
Notary Public, State of Texas
Name Printed: Kathy Wenzel
Commission Expires: May 12, 1990



CONSENT OF MORTGAGEE

First City National Bank of Austin as the owner and holder of record in cabinet H*, slides 150* Real Property Records of Williamson County, Texas does hereby join in the execution of this Declaration for the purpose of evidencing its consent hereto and subordinating all of its liens to this Declaration.

*Recording information for Lots 9 - 12, Block H.

Executed this 4th day of June, 1987.

First City National Bank of Austin

By: George E. Grimes
George E. Grimes
Its: Senior Vice President

THE STATE OF TEXAS X
COUNTY OF WILLIAMSON X

This instrument was acknowledged before me on this 4th day of June, 1987, by George E. Grimes, Sr. Vice President of First City National Bank of Austin on behalf of said association.



Terri D. Reinold
Notary Public, State of Texas
Name Printed: Terri D. Reinold
Commission Expires: 2/1/89

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

JUN 9 1987



James H. Boydston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX
1987 JUN - 8 AM 8:16
James H. Boydston
COUNTY CLERK

DECLARATION
OF
PROPERTY OWNER'S ASSOCIATION
CYPRESS BEND SECTION-I

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

THIS DECLARATION, made as of the date hereinafter set forth by TRIPLE J III JOINT VENTURE a Texas joint venture (hereinafter referred to as "declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Property") in the County of Williamson, State of Texas, the Property being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to impose certain development covenants thereon;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT Declarant, acting herein by and through its undersigned dully authorized representatives, does hereby declare that The Property and such additions thereto as may hereafter be made pursuant to Article II, Section 2 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens hereinafter set forth.

ARTICLE I

GENERAL

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meaning

- (a) "Association" or "Cypress Bend Section One Property Owners Association " shall mean and refer to Cypress Bend Section One Property Owners Association, Inc., a Texas non-profit corporation, to be organized upon execution and recording of this Declaration.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Common Properties" or "Common Areas" shall mean and refer to any land conveyed, leased, dedicated or assigned by Declarant or by a third party (with the consent of Declarant) to the Association for maintenance and operation, including, but not limited to, easements, roads, roadways, rights-of-ways, parkways, medians, sidewalks, entryways, landscaped areas, paths, trails and drainage and/or detention areas located within The Property.
- (d) "Declarant" shall mean and refer to TRIPLE J III Joint Venture, a Texas joint venture, its successors and assigns and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, all of which are and shall be assignable.

- (e) "The Property" shall mean and refer to the real property (including improvements) described in Section 2 of the Article I, and additions thereto, as are subject to this Declaration or any Supplementary Declaration (as hereinafter defined).
- (f) "Street" shall mean and refer to a road or right-of-way that has been or is intended to be dedicated for use by the public.
- (g) "Subassociation" shall mean and refer to any nonprofit association hereinafter incorporated under the laws of the State of Texas by Declarant or by the owners of all or a specific portion of The Property for the purpose of administering and enforcing any covenants, conditions or restrictions imposed upon such portion of The Property pursuant to a Supplemental Declaration, which covenants, conditions and restrictions shall be in addition to those set forth in this Declaration.
- (h) "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add to The Property or (ii) to subject any portion of The Property to further covenants, conditions or restrictions or (iii) to withdraw land from The Property.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference, and shall include any additions thereto pursuant to this Declaration. All of The Property and any right, title or interest therein shall be owned, held, leased, sold and /or conveyed by Declarant and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

ARTICLE II

DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND

Section 1. Development by Declarant. Declarant may divide or subdivide The Property, develop parts of The Property and at Declarant's option, dedicate parts of The Property as Common Areas or for other purposes for the benefit of The Property. As each portion of The Property is developed or dedicated, Declarant may record one or more Supplementary Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that portion of The Property. Any Supplementary Declaration may provide its own procedure for the amendment of any provisions thereof, as, for example, by a specified vote of only the owners of the property within the portion to The Property subject thereto. All lands, improvements and uses in each portion of The Property so developed shall be subject to both this declaration and the Supplemental Declaration, if any, for that portion of The Property.

Section 2. Annexation. Declarant, and other persons with Declarant's written consent, may at any time and from time to time add any other lands to The Property. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Article II, Section 4 (which Notice may be contained within any Supplementary Declaration affecting such land), the covenants, conditions and restrictions contained in this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration.

Section 3. Withdrawal of Land. Declarant, and others with Declarant's written consent, may, at any time and from time to time, reduce or withdraw from The Property any lands not otherwise automatically exempted as aforesaid. The withdrawal shall be accomplished by filing a Notice of Withdrawal of Land in conformance with the procedure set forth below in Section 4 of this Article II. Upon the filing of a Notice of Withdrawal of Land as provided hereunder, this Declaration shall no longer apply or have any force or effect with respect to those lands withdrawn, but Declarant may at the time the Notice of Withdrawal of Land is filed or at any later date, subject the withdrawn lands to additional covenants, conditions and restrictions as Declarant deems appropriate.

Section 4. Notice of Addition or Withdrawal of Land. Any Notice of Addition or Withdrawal of Land shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land as set forth herein or that the land has been withdrawn from the provisions hereof;
- (c) legal description of the subject land; and
- (d) Declarant's written consent if the land being added or withdrawn is not owned by Declarant. As part of such written consent, Declarant may agree with the person who owns such added land as to the terms and conditions upon which Declarant will exercise its rights and duties as Declarant under this Declaration with respect to such lands. Such terms and conditions may provide for joint exercise, as to such lands added, of Declarant's rights and duties.

Section 5. Mergers. Upon a merger or consolidation of the association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to The Property and the surviving or consolidated association shall possess all of the rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation however shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to The Property except as hereinafter provided. No merger or consolidation of the Association shall be effective without the written consent of Declarant.

ARTICLE III

MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including lessees) of any part of The Property shall jointly and severally

have the duty and responsibility, at their sole cost and expense, to keep that part of The Property so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained safe, clean and attractive condition at all times. Such maintenance includes but is not limited to the following, which shall be performed in a timely manner:

- (a) Prompt removal of all litter, trash, refuse and wastes, including any such items resulting from storm, flood or other casualty.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keep exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds and attractive.
- (g) Keeping parking areas, driveways and roads in good repair.
- (h) Complying with all applicable government laws, ordinances, rules and regulations.
- (i) Striping of parking areas and repainting of improvements.
- (j) Repair of exterior damage, wear and tear; provided however, an owner may elect not to replace or repair improvements which are substantially destroyed by any means if such owner razes the premises (including the foundation), removes all debris and trash and maintains the resulting vacant property in a clean, neat and orderly condition.
- (k) Painting exterior surfaces where necessary.

Section 2. Enforcement. If, in the reasonable opinion of the Board, any such owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association through the Board, may give such person written notice of such failure and such person must within thirty (30) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter into the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The owners and occupants (including lessees) of any part of The Property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally and shall constitute a lien against that portion of The Property on which said work was performed. Such lien shall have the same attributes as the lien for annual assessments and special assessments described in Article IV, Section 5 hereof, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE IV

THE ASSOCIATION

Section 1. Membership. Each and every person, persons or legal entity who shall own any lot, tract or parcel of land in The Property, shall automatically be a member of the Association; provided, however, that any person or entity who holds such interest merely as security for the performance of any obligation shall not be a member.

Section 2. Classes of Voting Members. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members described in Section 1 hereof with the exception of Declarant. Class A members shall be entitled to one (1) vote for each full lot in that portion to The Property owned by each such member. When two (2) or more persons or entities hold undivided interests in any part of The Property, all such persons or entities shall be Class A members and the vote for such part of The Property shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to each full lot or fraction thereof in the part of the The Property in which such members own undivided interest.

Class B. The class B member shall be Declarant, and as such shall be entitled to one (1) vote for each lot in that portion of The property owned by it.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular lot or lots, to a lessee holding a ground lease on such particular lot of lots; provided, however, that the primary term of such lease is for a period of not less than twenty five (25) year.

Section 3. Duties of the Association. Subject to and in accordance with these restrictions, the Association, acting through the Board, shall have and perform each of the following duties:

- (a) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association Property owned by or leased to the Association.
- (b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (c) To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount to carry out the Association functions.
- (d) To make, establish and promulgate and in its discretion to amend or repeal and re-enact, such rules (the

"Rules") and Bylaws (the "Bylaws"), not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association property. Without limiting the generality of the foregoing, such Rules may set dues and fees and prescribe the regulations governing the operation of the Association property. Each member of the Association shall be entitled to examine such Rules and Bylaws at any time during normal working hours at the principal office of the Association.

- (e) To enforce, on its own behalf and on behalf of all owners this Declaration, as beneficiary of same conditions and restrictions and as assignee of Declarant; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of this Declaration, the Rules or Bylaws. The board shall be authorized to institute litigation, settle claims enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration and/or the Rules and Bylaws; provided however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (f) To keep books and records of the Association affairs.
- (g) To carry out and enforce all duties of the Association set forth in this Declaration or the Articles of Incorporation ("Articles") or Bylaws of the Association.

Section 4. Roadway Maintenance and Landscape Obligation.

The Association shall maintain (i) the landscaping and entry sign(s) constructed by Declarant and located at the entry to The Property and (ii) the landscaped median strips and landscaped rights-of-way along El Salido Boulevard. In addition, the Association shall maintain, landscape and repair easements, rights-of-way, median strips, paths, trails, detention ponds and other areas of the property, as appropriate. The Association shall maintain all areas dedicated to the Association for maintenance.

Section 5. Powers and Authority of the Association. The Association shall have the power of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association shall have the power and authority at all times as follows:

- (a) To levy assessments as provided in Article VI below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VI hereof in order to raise the total amount for which the levy in question is being made.
- (b) The Association shall have the power and authority from time to time, in its own name and on its own behalf or in the name of and on behalf of any owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration, the Rules or Bylaws. The Association shall also have the power to levy a special charge (not to exceed one hundred [\$100.00] per violation) or to suspend any member's right to use the

Association property (for a period not to exceed thirty [30] days per violation) for any violation of this Declaration, covenants and restrictions, the Rules or the Bylaws.

- (c) To grant and convey to any person or entity, including fee title, leasehold estates, easements, rights-of-way or mortgages, with respect to, out of, in, on, over or under any Association property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:
- (i) parks, parkways, campgrounds or other recreational facilities or structures;
 - (ii) roads, streets, walks, driveways, trails and paths;
 - (iii) lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (iv) sewers, water systems, storm water drainage, detention, or filtration systems, sprinkler systems and pipelines; and
 - (v) any similar public, quasi-public or private improvements or facilities.

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

- (d) To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (e) To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of this Declaration, the Bylaws or the Rules or in the performance of any other duty, right, power or authority of the Association.
- (f) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (g) To maintain and repair easements, roads, driveways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of The Property, as appropriate.
- (h) To obtain and pay for any other property and services and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration or the Articles or Bylaws of the Association.

- (i) To construct new improvements or additions to Association properties, subject to the approval of the Committee as in this Declaration required.
- (j) To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Declaration.
- (k) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or other person.
- (l) To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.
- (m) To create a subsidiary or other association to have the rights and powers and to perform the duties, obligations or functions necessary to the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association under this Declaration; or alternatively, the Association may retain the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations and functions to such subsidiary or other association.

Section 6. Indemnification. The association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association, against expenses (including attorney's fees, judgements, fines and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in or was opposed to the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE V

THE BOARD

Section 1. Designation of Board. The Association shall have a Board of Directors which shall consist of three (3) members of the Association who shall be natural persons. Until January 1, 1990, the Board shall be appointed by the Declarant and any and all members of the Board may be removed by the Declarant without cause. After January 1, 1990, members of the Board shall be elected by a majority vote of the Association to be held each year thereafter on or before January 30th.

ASSESSMENTS

Section 1. Covenants for Assessments. Declarant for each lot, owned by it within The Property hereby covenants and each purchaser of any such lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments (as specified in Section 3 hereof) and (2) special assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the owners of The Property and the maintenance and improvement of the Property or any part thereof and for carrying out the purposes of the Association as stated herein or as otherwise provided in its Articles of Incorporation.

Section 3. Annual Assessment. Each owner of any part of The Property, including Declarant, shall pay to the Association an annual assessment of ONE HUNDRED TWENTY DOLLARS (\$120.00) per lot provided that the Declarant shall only pay or be assessed the difference between the actual expenses of the Association (in carrying out its duties hereunder) and the assessments received from all owners other than the Declarant, until such time as Declarant sells the remaining lots in The Property. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 of the Article VI, and the rate of annual assessment shall be automatically increased by six percent (6%) each year. The Board may, after consideration of current operation and maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two (2) times the maximum permissible annual assessment for that year. The Board shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its members as provided in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, repair or replacement of any improvement located upon The Property, including the necessary fixtures and personal property related thereto or for carrying out other purposes of or otherwise benefiting the Association. Any special assessments shall be allocated proportionately among the owners in accordance with the acreage owned by each as compared with the total acreage of The Property.

Section 5. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 3 hereof must be approved by two-thirds (2/3) of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Vote Required for Special Assessment. The special assessment authorized by Section 4 hereof must be approved by two-thirds (2/3) of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly

called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Commencement Date of Annual Assessment. The first annual assessment provided for herein shall commence on January 1, 1989, and shall continue thereafter from year to year.

Section 8. Due Date of Assessments. The first annual assessment shall become due and payable on March 1, 1989, and shall be considered delinquent if not paid within thirty (30) days from its due date. The assessments for any year thereafter shall become due and payable on the same day of each succeeding year and delinquent if not paid within thirty (30) days of their due date. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the assessment from the due date thereof (or if there is no such highest rate, then at the rate of two [2%] percent per month) together with all cost and expenses of collection, including reasonable attorney's fees.

Section 10. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, together with interest as provided in Section 9 hereof and the cost of collection, including attorney's fees as herein provided, shall thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner and such owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment to collect same and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any owner of, or any mortgagee holding a prior lien on, any part of The Property, the

Association shall report to said owner or mortgagee any unpaid assessments thereon remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VII

COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every member of the Association and every person or entity leasing property within The Property shall have a right and easement of enjoyment in and to the Common Properties.

Section 2. Title to Common Properties. Declarant shall convey ownership of the Common Properties to the Association, upon the execution of this document. The Association shall be responsible for their operation and maintenance thereafter.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to all conditions, covenants and restrictions contained herein, including but not limited to the following:

- (a) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Properties.
- (b) The right of the Association to sell and convey the Common Properties or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- (c) The right of the Association to borrow money for the purpose of improving the Common Properties or any part thereof and to mortgage the Common Properties or any part thereof.
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties or any part thereof against foreclosure.
- (e) The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any assessment levied hereunder remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 4. Damages. Each member of the Association and each lessee of any portion of The Property shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his employees, agents, family, guests or invitees. If the property, the ownership or leasing of which entitles the member or lessee thereof to use Association property, is owned or leased jointly or in common, the liability of all such joint or common owners or lessees shall be joint and several. The amount of such damage may be assessed against such person's real and personal property on or within The Property, including the leasehold estate of any lessee or the lessor of such lessee, and may be collected as provided herein for the collection of Assessments.

Section 5. Damage and Destruction. In case of destruction of or damage to Association property by fire or other casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the members to consider such decision. If the members of the Association, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefore to be made as set forth in this Section.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

SECTION 1. Duration. This Declaration and covenants, restrictions, charges and liens set out herein shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association and every owner of any part of The Property, including Declarant, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2004, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that no such change shall be effective until one (1) year following the vote referred to above or prior to the recording of a certified copy of such resolution in Real Property Records of Williamson County, Texas.

Section 2. Amendment. This Declaration may be amended or terminated, in whole or in part, upon approval by three-fourths (3/4) of the total eligible votes of the membership of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that Declarant must consent hereto if such amendment or termination is to be effective prior to September 1, 1991. No such amendment or termination shall be effective prior to the recording of a certified copy of such resolution in the Real Property Records of Williamson County, Texas.

Section 3. Utility Easements. Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas conveyed to the Association or reserved as Common Areas, sewer and other pipelines, conduits, wires, drainage and/or detention facilities and any public utility function beneath or above the surface of the ground with the approval of the Committee, with the right of access to the same at any time for the purposes of repair and maintenance.

Section 4. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by

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

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of The Property. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 6. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an owner (including Declarant) upon property within The Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision of this Declaration, including but not limited to any provision prohibiting temporary structures, may be granted by the Committee, provided that such waiver shall be only for the reasonable period of such construction.

Section 7. Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage and/or detention patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within The Property.

Section 8. Assignment by Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person and may permit the participation, in whole or in part, by any other person in any of its privileges, exemptions, rights and duties hereunder.

Section 9. Enforcement and Nonwaiver.

- (a) Except as otherwise provided herein, any owner of land within The Property, at his own expense, Declarant and/or the Board shall have the right to enforce all of the provisions of these Restrictions. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.
- (b) Every act or omission whereby any provision of these Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any owner of land within The Property (at his own expense) Declarant or the Board.
- (c) Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership,

occupancy or use of any portion of The Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

- (d) The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

Section 10. Construction. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof. It is specifically understood that all decisions, determinations, consents and approvals provided hereunder for or with respect to any matter and by any person or entity shall not be unreasonably withheld.

Section 11. Consent to Modification of Subdivision Plat. Declarant hereby reserves unto itself the exclusive right and power at any time and from time to time to modify, change or amend, in any lawful manner, any subdivision plats of The Property without the necessity of obtaining the written consent of any owner of any part of The Property prior to such modification, change or amendment; provided, however, that no such modification, change or amendment shall alter the flood plain, easements, utility commitments or streets within, to, or abutting any lot depicted on such plat, or otherwise encumber such lot, without the written consent of the owner of such lot. In that regard, each owner of any part of The Property hereby consents to the foregoing reservation, waives any and all right to consent to any modification, change or amendment of any such subdivision plats by Declarant, and designates Declarant as its attorney-in-fact for purposes of executing any documents in connection with any said modification.

EXECUTED as of the 28th day of FEBRUARY,

DECLARANT:
Triple J III Joint Venture, a Texas
Joint Venture

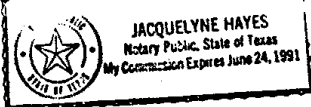
By: Tim Jamail

Tim Jamail

ITS: MANAGING VENTURER

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

This instrument was acknowledged before me on FEBRUARY 28, 1989
by TIM JAMAIL, MANAGING VENTURE of
Triple J III Joint Venture a TEXAS PARTNERSHIP.



Jacquelyne Hayes
Notary Public, State of Texas

My Commission Expires:

6/24/91

JACQUELYNE HAYES
(Name - Typed or Printed)

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

MAR 3 1989
James S. England
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

James S. England
COUNTY CLERK

FILED FOR RECORD
1989 MAR -2 AM 11:09

RATIFICATION

19401

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, there was caused to be filed in the Official Records of Williamson County, Texas, in Volume 1539, Page 695 et seq., a document entitled DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE RESIDENTIAL AREA OF CYPRESS BEND SECTION ONE (hereafter referred to as "DECLARATION"), and

WHEREAS, FIRST TRIPLE J, INC., a Texas Corporation, and DOYLE WILSON BUILDER, INC., a Texas Corporation, were identified as the owners of the real property described as (hereafter referred to as the "Property"):

Lots 26-33, Block A; Lots 1-10, Block B; Lots 14-26, Block F; Lots 1-26, Block G; Lots 1-24, Block H; Lots 18-19, Block I; and Lots 1-18, Block J in CYPRESS BEND SECTION ONE, a subdivision of record in Williamson County, Texas; according to the map or plat of record in Cabinet H and Slides 150-152, Plat Records of Williamson County, Texas, and

WHEREAS the DECLARATION by it's terms set forth certain covenants, conditions and restrictions affecting the Property and,

WHEREAS, at the time said DECLARATION was signed, acknowledged and filed in the Official Records of Williamson County, Texas, the ownership of the Property includes and still includes TRIPLE J-III JOINT VENTURE, a Texas Joint Venture, and

WHEREAS, TRIPLE J-III JOINT VENTURE, acting by and through it's duly authorized agent, intends to ratify said Declaration, so that said Property will be controlled by said Declaration;

THEREFORE, TRIPLE J-III JOINT VENTURE, a Texas Joint Venture, hereby ratifies and affirms in its entirety, the Declaration filed for record in Volume 1539, Page 695 et seq., Official Records of Williamson County, Texas.

EXECUTED this 23 day of June, 1989.

TRIPLE J-III JOINT VENTURE

BY Timothy E. Jamail
TIMOTHY E. JAMAIL,
MANAGING VENTURER

STATE OF TEXAS

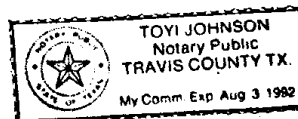
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 23 day of June, 1989, by Timothy E. Jamail, Managing Venturer of TRIPLE J-III JOINT VENTURE, A TEXAS JOINT VENTURE.

Jani Johnson
Notary Public, State of Texas

MISC/06308

Return to:
Stewart Title Company
P. O. Box 1806
Austin, Texas 78767



OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

VOL 1798 PAGE 848

FILED FOR RECORD
WILLIAMSON COUNTY TX

AFTER RECORDING RETURN TO:

1989 JUL 14 AM 9:21

Law Office of John W. Pleuchner
6101 North Balcones Drive #300
Austin, Texas 78731

John W. Pleuchner

COUNTY CLERK

*m
300 per
J. Pleuchner*

19401

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

JUL 17 1989



John W. Pleuchner
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

THIS INSTRUMENT BEING REFILED TO INCLUDE THE "EXHIBIT A" NOT ORIGINALLY ATTACHED AND MADE A PART HEREOF.

CORRECTION

~~VOL 1757 PAGE 594~~

~~5760~~

VOL 1798 PAGE 849

DECLARATION
OF
PROPERTY OWNER'S ASSOCIATION
CYPRESS BEND SECTION-I

19402

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

THIS DECLARATION, made as of the date hereinafter set forth by TRIPLE J III JOINT VENTURE a Texas joint venture (hereinafter referred to as "declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as the "Property") in the County of Williamson, State of Texas, the Property being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to impose certain development covenants thereon;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT Declarant, acting herein by and through its undersigned duly authorized representatives, does hereby declare that The Property and such additions thereto as may hereafter be made pursuant to Article II, Section 2 hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens hereinafter set forth.

ARTICLE I

GENERAL

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meaning

- (a) "Association" or "Cypress Bend Section One Property Owners Association " shall mean and refer to Cypress Bend Section One Property Owners Association, Inc., a Texas non-profit corporation, to be organized upon execution and recording of this Declaration.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Common Properties" or "Common Areas" shall mean and refer to any land conveyed, leased, dedicated or assigned by Declarant or by a third party (with the consent of Declarant) to the Association for maintenance and operation, including, but not limited to, easements, roads, roadways, rights-of-ways, parkways, medians, sidewalks, entryways, landscaped areas, paths, trails and drainage and/or detention areas located within The Property.
- (d) "Declarant" shall mean and refer to TRIPLE J III Joint Venture, a Texas joint venture, its successors and assigns and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, all of which are and shall be assignable.

- (e) "The Property" shall mean and refer to the real property (including improvements) described in Section 2 of the Article I, and additions thereto, as are subject to this Declaration or any Supplementary Declaration (as hereinafter defined).
- (f) "Street" shall mean and refer to a road or right-of-way that has been or is intended to be dedicated for use by the public.
- (g) "Subassociation" shall mean and refer to any nonprofit association hereinafter incorporated under the laws of the State of Texas by Declarant or by the owners of all or a specific portion of The Property for the purpose of administering and enforcing any covenants, conditions or restrictions imposed upon such portion of The Property pursuant to a Supplemental Declaration, which covenants, conditions and restrictions shall be in addition to those set forth in this Declaration.
- (h) "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add to The Property or (ii) to subject any portion of The Property to further covenants, conditions or restrictions or (iii) to withdraw land from The Property.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference, and shall include any additions thereto pursuant to this Declaration. All of The Property and any right, title or interest therein shall be owned, held, leased, sold and /or conveyed by Declarant and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

ARTICLE II

DEVELOPMENT, ANNEXATION AND WITHDRAWAL OF LAND

Section 1. Development by Declarant. Declarant may divide or subdivide The Property, develop parts of The Property and at Declarant's option, dedicate parts of The Property as Common Areas or for other purposes for the benefit of The Property. As each portion of The Property is developed or dedicated, Declarant may record one or more Supplementary Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that portion of The Property. Any Supplementary Declaration may provide its own procedure for the amendment of any provisions thereof, as, for example, by a specified vote of only the owners of the property within the portion to The Property subject thereto. All lands, improvements and uses in each portion of The Property so developed shall be subject to both this declaration and the Supplemental Declaration, if any, for that portion of The Property.

Section 2. Annexation. Declarant, and other persons with Declarant's written consent, may at any time and from time to time add any other lands to The Property. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Article II, Section 4 (which Notice may be contained within any Supplementary Declaration affecting such land), the covenants, conditions and restrictions contained in this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration.

Section 3. Withdrawal of Land. Declarant, and others with Declarant's written consent, may, at any time and from time to time, reduce or withdraw from The Property any lands not otherwise automatically exempted as aforesaid. The withdrawal shall be accomplished by filing a Notice of Withdrawal of Land in conformance with the procedure set forth below in Section 4 of this Article II. Upon the filing of a Notice of Withdrawal of Land as provided hereunder, this Declaration shall no longer apply or have any force or effect with respect to those lands withdrawn, but Declarant may at the time the Notice of Withdrawal of Land is filed or at any later date, subject the withdrawn lands to additional covenants, conditions and restrictions as Declarant deems appropriate.

Section 4. Notice of Addition or Withdrawal of Land. Any Notice of Addition or Withdrawal of Land shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land as set forth herein or that the land has been withdrawn from the provisions hereof;
- (c) legal description of the subject land; and
- (d) Declarant's written consent if the land being added or withdrawn is not owned by Declarant. As part of such written consent, Declarant may agree with the person who owns such added land as to the terms and conditions upon which Declarant will exercise its rights and duties as Declarant under this Declaration with respect to such lands. Such terms and conditions may provide for joint exercise, as to such lands added, of Declarant's rights and duties.

Section 5. Mergers. Upon a merger or consolidation of the association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to The Property and the surviving or consolidated association shall possess all of the rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation however shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to The Property except as hereinafter provided. No merger or consolidation of the Association shall be effective without the written consent of Declarant.

ARTICLE III

MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including lessees) of any part of The Property shall jointly and severally

have the duty and responsibility, at their sole cost and expense, to keep that part of The Property so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained safe, clean and attractive condition at all times. Such maintenance includes but is not limited to the following, which shall be performed in a timely manner:

- (a) Prompt removal of all litter, trash, refuse and wastes, including any such items resulting from storm, flood or other casualty.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keep exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds and attractive.
- (g) Keeping parking areas, driveways and roads in good repair.
- (h) Complying with all applicable government laws, ordinances, rules and regulations.
- (i) Striping of parking areas and repainting of improvements.
- (j) Repair of exterior damage, wear and tear; provided however, an owner may elect not to replace or repair improvements which are substantially destroyed by any means if such owner razes the premises (including the foundation), removes all debris and trash and maintains the resulting vacant property in a clean, neat and orderly condition.
- (K) Painting exterior surfaces where necessary.

Section 2. Enforcement. If, in the reasonable opinion of the Board, any such owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association through the Board, may give such person written notice of such failure and such person must within thirty (30) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter into the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The owners and occupants (including lessees) of any part of The Property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally and shall constitute a lien against that portion of The Property on which said work was performed. Such lien shall have the same attributes as the lien for annual assessments and special assessments described in Article IV, Section 5 hereof, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE IV

THE ASSOCIATION

Section 1. Membership. Each and every person, persons or legal entity who shall own any lot, tract or parcel of land in The Property, shall automatically be a member of the Association; provided, however, that any person or entity who holds such interest merely as security for the performance of any obligation shall not be a member.

Section 2. Classes of Voting Members. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those members described in Section 1 hereof with the exception of Declarant. Class A members shall be entitled to one (1) vote for each full lot in that portion of The Property owned by each such member. When two (2) or more persons or entities hold undivided interests in any part of The Property, all such persons or entities shall be Class A members and the vote for such part of The Property shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to each full lot or fraction thereof in the part of the The Property in which such members own undivided interest.

Class B. The class B member shall be Declarant, and as such shall be entitled to one (1) vote for each lot in that portion of The property owned by it.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular lot or lots, to a lessee holding a ground lease on such particular lot of lots; provided, however, that the primary term of such lease is for a period of not less than twenty five (25) year.

Section 3. Duties of the Association. Subject to and in accordance with these restrictions, the Association, acting through the Board, shall have and perform each of the following duties:

- (a) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association Property owned by or leased to the Association.
- (b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (c) To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount to carry out the Association functions.
- (d) To make, establish and promulgate and in its discretion to amend or repeal and re-enact, such rules (the

"Rules") and Bylaws (the "Bylaws"), not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association property. Without limiting the generality of the foregoing, such Rules may set dues and fees and prescribe the regulations governing the operation of the Association property. Each member of the Association shall be entitled to examine such Rules and Bylaws at any time during normal working hours at the principal office of the Association.

- (e) To enforce, on its own behalf and on behalf of all owners this Declaration, as beneficiary of same conditions and restrictions and as assignee of Declarant; and to perform all other acts, whether or not anywhere expressly authorized herein, as may be reasonably necessary to enforce any of the provisions of this Declaration, the Rules or Bylaws. The board shall be authorized to institute litigation, settle claims enforce liens and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration and/or the Rules and Bylaws; provided however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (f) To keep books and records of the Association affairs.
- (g) To carry out and enforce all duties of the Association set forth in this Declaration or the Articles of Incorporation ("Articles") or Bylaws of the Association.

Section 4. Roadway Maintenance and Landscape Obligation.

The Association shall maintain (i) the landscaping and entry sign(s) constructed by Declarant and located at the entry to The Property and (ii) the landscaped median strips and landscaped rights-of-way along El Salido Boulevard. In addition, the Association shall maintain, landscape and repair easements, rights-of-way, median strips, paths, trails, detention ponds and other areas of the property, as appropriate. The Association shall maintain all areas dedicated to the Association for maintenance.

Section 5. Powers and Authority of the Association.

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

- (a) To levy assessments as provided in Article VI below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VI hereof in order to raise the total amount for which the levy in question is being made.
- (b) The Association shall have the power and authority from time to time, in its own name and on its own behalf or in the name of and on behalf of any owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration, the Rules or Bylaws. The Association shall also have the power to levy a special charge (not to exceed one hundred [\$100.00] per violation) or to suspend any member's right to use the

Association property (for a period not to exceed thirty [30] days per violation) for any violation of this Declaration, covenants and restrictions, the Rules or the Bylaws.

- (c) To grant and convey to any person or entity, including fee title, leasehold estates, easements, rights-of-way or mortgages, with respect to, out of, in, on, over or under any Association property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:
- (i) parks, parkways, campgrounds or other recreational facilities or structures;
 - (ii) roads, streets, walks, driveways, trails and paths;
 - (iii) lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (iv) sewers, water systems, storm water drainage, detention, or filtration systems, sprinkler systems and pipelines; and
 - (v) any similar public, quasi-public or private improvements or facilities.

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

- (d) To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (e) To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its property, the enforcement of this Declaration, the Bylaws or the Rules or in the performance of any other duty, right, power or authority of the Association.
- (f) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.
- (g) To maintain and repair easements, roads, driveways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of The Property, as appropriate.
- (h) To obtain and pay for any other property and services and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration or the Articles or Bylaws of the Association.

- (i) To construct new improvements or additions to Association properties, subject to the approval of the Committee as in this Declaration required.
- (j) To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Declaration.
- (k) To enter into contracts with Declarant and other persons, on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or other person.
- (l) To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.
- (m) To create a subsidiary or other association to have the rights and powers and to perform the duties, obligations or functions necessary to the obtaining of a tax exemption, if it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association under this Declaration; or alternatively, the Association may retain the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations and functions to such subsidiary or other association.

Section 6. Indemnification. The association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association, against expenses (including attorney's fees, judgements, fines and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in or was opposed to the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE V

THE BOARD

Section 1. Designation of Board. The Association shall have a Board of Directors which shall consist of three (3) members of the Association who shall be natural persons. Until January 1, 1990, the Board shall be appointed by the Declarant and any and all members of the Board may be removed by the Declarant without cause. After January 1, 1990, members of the Board shall be elected by a majority vote of the Association to be held each year thereafter on or before January 30th.

ARTICLE VI

ASSESSMENTS

Section 1. Covenants for Assessments. Declarant for each lot, owned by it within The Property hereby covenants and each purchaser of any such lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant to pay to the Association: (1) annual assessments (as specified in Section 3 hereof) and (2) special assessments for capital improvements (as specified in Section 4 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the owners of The Property and the maintenance and improvement of the Property or any part thereof and for carrying out the purposes of the Association as stated herein or as otherwise provided in its Articles of Incorporation.

Section 3. Annual Assessment. Each owner of any part of The Property, including Declarant, shall pay to the Association an annual assessment of ONE HUNDRED TWENTY DOLLARS (\$120.00) per lot provided that the Declarant shall only pay or be assessed the difference between the actual expenses of the Association (in carrying out its duties hereunder) and the assessments received from all owners other than the Declarant, until such time as Declarant sells the remaining lots in The Property. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 of the Article VI, and the rate of annual assessment shall be automatically increased by six percent (6%) each year. The Board may, after consideration of current operation and maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Association may not accumulate a surplus at the end of any year which is more than two (2) times the maximum permissible annual assessment for that year. The Board shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may, by vote of its members as provided in Section 6 hereof, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, repair or replacement of any improvement located upon The Property, including the necessary fixtures and personal property related thereto or for carrying out other purposes of or otherwise benefiting the Association. Any special assessments shall be allocated proportionately among the owners in accordance with the acreage owned by each as compared with the total acreage of The Property.

Section 5. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 3 hereof must be approved by two-thirds (2/3) of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Vote Required for Special Assessment. The special assessment authorized by Section 4 hereof must be approved by two-thirds (2/3) of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly

called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Commencement Date of Annual Assessment. The first annual assessment provided for herein shall commence on January 1, 1989, and shall continue thereafter from year to year.

Section 8. Due Date of Assessments. The first annual assessment shall become due and payable on March 1, 1989, and shall be considered delinquent if not paid within thirty (30) days from its due date. The assessments for any year thereafter shall become due and payable on the same day of each succeeding year and delinquent if not paid within thirty (30) days of their due date. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the owner of the property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the assessment from the due date thereof (or if there is no such highest rate, then at the rate of two [2%] percent per month) together with all cost and expenses of collection, including reasonable attorney's fees.

Section 10. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, together with interest as provided in Section 9 hereof and the cost of collection, including attorney's fees as herein provided, shall thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner and such owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment to collect same and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any owner of, or any mortgagee holding a prior lien on, any part of The Property, the

Association shall report to said owner or mortgagee any unpaid assessments thereon remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VII

COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every member of the Association and every person or entity leasing property within The Property shall have a right and easement of enjoyment in and to the Common Properties.

Section 2. Title to Common Properties. Declarant shall convey ownership of the Common Properties to the Association, upon the execution of this document. The Association shall be responsible for their operation and maintenance thereafter.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to all conditions, covenants and restrictions contained herein, including but not limited to the following:

- (a) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Properties.
- (b) The right of the Association to sell and convey the Common Properties or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- (c) The right of the Association to borrow money for the purpose of improving the Common Properties or any part thereof and to mortgage the Common Properties or any part thereof.
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties or any part thereof against foreclosure.
- (e) The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any assessment levied hereunder remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 4. Damages. Each member of the Association and each lessee of any portion of The Property shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his employees, agents, family, guests or invitees. If the property, the ownership or leasing of which entitles the member or lessee thereof to use Association property, is owned or leased jointly or in common, the liability of all such joint or common owners or lessees shall be joint and several. The amount of such damage may be assessed against such person's real and personal property on or within The Property, including the leasehold estate of any lessee or the lessor of such lessee, and may be collected as provided herein for the collection of Assessments.

Section 5. Damage and Destruction. In case of destruction of or damage to Association property by fire or other casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the members to consider sluch decision. If the members of the Association, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefore to be made as set forth in this Section.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

SECTION 1. Duration. This Declaration and covenants, restrictions, charges and liens set out herein shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association and every owner of any part of The Property, including Declarant, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2004, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the membership of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that no such change shall be effective until one (1) year following the vote referred to above or prior to the recording of a certified copy of such resolution in Real Property Records of Williamson County, Texas.

Section 2. Amendment. This Declaration may be amended or terminated, in whole or in part, upon approval by three-fourths (3/4) of the total eligible votes of the membership of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; provided, however, that Declarant must consent hereto if such amendment or termination is to be effective prior to September 1, 1991. No such amendment or termination shall be effective prior to the recording of a certified copy of such resolution in the Real Property Records of Williamson County, Texas.

Section 3. Utility Easements. Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas conveyed to the Association or reserved as Common Areas, sewer and other pipelines, conduits, wires, drainage and/or detention facilities and any public utility function beneath or above the surface of the ground with the approval of the Committee, with the right of access to the same at any time for the purposes of repair and maintenance.

Section 4. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by

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

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of The Property. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 6. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements by an owner (including Declarant) upon property within The Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision of this Declaration, including but not limited to any provision prohibiting temporary structures, may be granted by the Committee, provided that such waiver shall be only for the reasonable period of such construction.

Section 7. Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage and/or detention patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within The Property.

Section 8. Assignment by Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person and may permit the participation, in whole or in part, by any other person in any of its privileges, exemptions, rights and duties hereunder.

Section 9. Enforcement and Nonwaiver.

- (a) Except as otherwise provided herein, any owner of land within The Property, at his own expense, Declarant and/or the Board shall have the right to enforce all of the provisions of these Restrictions. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.
- (b) Every act or omission whereby any provision of these Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any owner of land within The Property (at his own expense) Declarant or the Board.
- (c) Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership,

occupancy or use of any portion of The Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

- (d) The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

Section 10. Construction. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof. It is specifically understood that all decisions, determinations, consents and approvals provided hereunder for or with respect to any matter and by any person or entity shall not be unreasonably withheld.

Section 11. Consent to Modification of Subdivision Plat. Declarant hereby reserves unto itself the exclusive right and power at any time and from time to time to modify, change or amend, in any lawful manner, any subdivision plats of The Property without the necessity of obtaining the written consent of any owner of any part of The Property prior to such modification, change or amendment; provided, however, that no such modification, change or amendment shall alter the flood plain, easements, utility commitments or streets within, to, or abutting any lot depicted on such plat, or otherwise encumber such lot, without the written consent of the owner of such lot. In that regard, each owner of any part of The Property hereby consents to the foregoing reservation, waives any and all right to consent to any modification, change or amendment of any such subdivision plats by Declarant, and designates Declarant as its attorney-in-fact for purposes of executing any documents in connection with any said modification.

EXECUTED as of the 25th day of FEBRUARY,

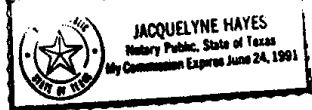
DECLARANT: Triple J III Joint Venture, a Texas Joint Venture

By: Tim Jamail [Signature]

ITS: MANAGING VENTURER

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

This instrument was acknowledged before me on FEBRUARY 28, 1989
by TIM SAMAIL, MANAGING VENTURE of
Triple J III Joint Venture a TEXAS PARTNERSHIP.



Jacquelyne Hayes
Notary Public, State of Texas

My Commission Expires:
6/24/91

JACQUELYNE HAYES
(Name - Typed or Printed)

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



MAR 3 1989
James S. Ruffalo
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
1989 MAR -2 AM 11:09
James S. Ruffalo

"EXHIBIT A"

Lots 26-33, Block A; Lots 1-10, Block B; Lots 14-26, Block F; Lots 1-26, Block G; Lots 1-24, Block H; Lots 18-19, Block I; and Lots 1-18, Block J in CYPRESS BEND SECTION ONE, a subdivision of record in Williamson County, Texas, according to the map or plat of record in Cabinet H and Slides 150 & 152 Plat Records of Williamson County, Texas.

Return to:

Stewart Title Company
P. O. Box 1806
Austin, Texas 78767

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

JUL 17 1989



James H. Ruppel
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

James H. Ruppel
COUNTY CLERK
JUL 14 AM 9:21
FILED IN RECORD
TX


ADDITION OF PROPERTY
CYPRESS BEND-SECTION I
PROPERTY OWNER'S ASSOCIATION

33343

The land described in Exhibit "A" (Hereinafter referred to as the "Property") is hereby being added to the "Declaration of Property Owner's Association Cypress Bend Section I" (Hereinafter referred to as the "Association") as recorded in Volume 1798, pages 849-864 of the Williamson County Deed Records and as provided for under Section (4) of said document.

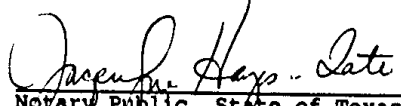
All of the conditions and provisions contained in the aforementioned document shall apply to the Property.

Furthermore, Declarant, Triple J III Joint Venture, hereby gives its consent to add the Property to the Association and shall exercise its rights and duties as Declarant jointly with the current owner of the Property, Nancy Cater.


TIM JAMAIL
TRIPLE J III JOINT VENTURE
DECLARANT

This instrument was acknowledged before me on this 25 day of September, 1992, by TIM JAMAIL, Managing Venturer of Triple J III Joint Venture on behalf of said Joint Venture.





Notary Public, State of Texas
Name Printed: Jacquelyne Hayes


NANCY CATER
PROPERTY OWNER

This instrument was acknowledged before me on this 25 day of September, 1992, by NANCY CATER.




Notary Public, State of Texas
Name Printed: Jacquelyne Hayes

FIELD NOTES

A 30.00 acre tract of land, more or less, out of the Richard Duty Survey in Travis and Williamson Counties, Texas, being located on the western end of that certain 110.40 acre tract conveyed to Triple J III Joint Venture by Deed recorded in Volume 1222, pages 147-151, Deed Records of Williamson County, Texas, intended to be subdivided as Cypress Bend, Section Two (2) and being more particularly described as follows:

Beginning at a concrete monument, same being the most southerly corner of the herein described tract and being the most westerly corner of Cypress Bend Section One, a subdivision of record in Cabinet H, Slides 150-152, Williamson County Plat Records, from which the southwest corner of said 110.40 acre tract bears S58° 59' 36"E, 1515.41 feet, and from said southwest corner the southeast corner of said Richard Duty Survey bears N70° 34' 00"E, 9356.87 feet:

Thence, the following fourteen (14) courses:

- 1) N56° 50' 00"W, 8.00 feet to an iron pin;
- 2) N60° 54' 00"W, 810.02 feet to a concrete monument;
- 3) N29° 11' 00"E, 1649.04 feet to an iron pin;
- 4) N25° 15' 00"E, 29.48 feet to an iron pin;
- 5) S59° 04' 30"E, 238.70 feet to an iron pin;
- 6) S61° 05' 00"E, 161.13 feet to an iron pin;
- 7) S64° 04' 00"E, 107.57 feet to a concrete monument;
- 8) S29° 10' 37"W, 527.85 feet to an iron pin;
- 9) S60° 49' 23"E, 254.00 feet to a concrete monument;
- 10) S29° 10' 37"W, 170.00 feet to an iron pin;
- 11) S60° 49' 23"E, 28.00 feet to an iron pin;
- 12) S29° 10' 37"W, 828.42 feet to an iron pin;
- 13) N59° 37' 00"W, 28.92 feet to an iron pin;
- 14) S30° 23' 00"W, 155.39 feet to the POINT OF BEGINNING and containing a computed area of 30.00 acres of land, more or less.

EXHIBIT "A"

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



OCT 8 1992
Christi Foygel
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Christi Foygel
COUNTY CLERK

FILED FOR RECORD
WILLIAMSON COUNTY, TX
1992 OCT -8 PM 1:27