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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIRCLE C RANCH SUBDIVISION

STATE OF TEXAS §
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COUNTY OF TRAVIS §

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TABLE OF CONTENTS

PAGE

ARTICLE I - GENERAL

Section 1. Definitions..... 1
Section 2. Property Subject to Declaration..... 2
Section 3. Additions to Property Subject to Declaration..... 2

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership..... 3
Section 2. Classes of Voting Members..... 3

ARTICLE III - ASSESSMENTS

Section 1. Covenants for Assessments..... 4
Section 2. Purpose of Assessments..... 4
Section 3. Annual Assessment..... 4
Section 4. Special Assessment..... 4
Section 5. Vote Required for Special Assessment and Increase of Maximum Annual Assessment..... 5
Section 6. Commencement Date of Annual Assessment..... 5
Section 7. Due Date of Assessments..... 5
Section 8. Owner's Personal Obligation for Payment of Assessments..... 5
Section 9. Assessment Lien and Foreclosure..... 5
Section 10. Common Properties Exempt..... 6

ARTICLE IV - ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee..... 6
Section 2. Function of Architectural Control Committee.. 6
Section 3. Preliminary Plan Submissions..... 6
Section 4. Final Plans and Submissions..... 7
Section 5. Approval Procedure..... 8
Section 6. Design Guidelines..... 8
Section 7. Nonconforming and Unapproved Improvements.... 8
Section 8. No Liability..... 8
Section 9. Inspection 9
Section 10. Governmental Authorities..... 9
Section 11. No Liability for Design Defects..... 9

ARTICLE V - PROTECTIVE COVENANTS

Section 1. Single Family Residential Construction..... 9
Section 2. Minimum Square Footage within Improvements... 10
Section 3. Use Limitations..... 10
Section 4. Minimum Setback Lines..... 12
Section 5. Exterior Lighting..... 13
Section 6. Signage..... 13
Section 7. Landscape..... 13
Section 8. Screening..... 15
Section 9. Construction Standards..... 16

REAL PROPERTY RECORDS
Travis County, Texas

ARTICLE VI - MAINTENANCE

Section 1. Duty of Maintenance..... 17
Section 2. Enforcement..... 18

ARTICLE VII - COMMON PROPERTIES

Section 1. Easements of Enjoyment..... 18
Section 2. Title to Common Properties and Insurance..... 19
Section 3. Extent of Easements..... 19

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 1. Duration..... 20
Section 2. Amendment..... 20
Section 3. Enforcement..... 20
Section 4. Severability of Provisions..... 20
Section 5. Notice..... 21
Section 6. Titles..... 21
Section 7. FHA/VA Approval..... 21
Section 8. Mergers and Consolidations..... 21
Section 9. Liberal Interpretation..... 21
Section 10. Successors and Assigns..... 21

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This Declaration of Covenants, Conditions and Restrictions for Circle C Ranch Subdivision (the "Declaration"), is made this ___ day of _____, 1987, by Circle C Development Corporation, a Texas corporation, hereinafter called "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article I, Section 2 of this Declaration; and

WHEREAS, the property is located in watersheds contributing to the recharge of the Edwards Aquifer and as such is environmentally sensitive. The Edwards Aquifer and its contributing watersheds, its geology, ground and surface waters, soils and other natural features result in diversity and in the intrinsic suitability of such property to accomodate building. Locations exist where the natural environment is hazardous, fragile or already performing useful services and should not be disturbed, while other locations would be tolerant and suitable for the construction of residential structures; and

WHEREAS, the purpose of this Declaration is to preserve so far as possible the natural beauty of such property; to avoid harsh contrasts between structures and landscape; to guard against the erection of poorly designed or proportioned structures or use of unsuitable materials; to encourage and secure the erection of attractive improvements which are harmonious with their sites; to encourage freedom of individual expression in the development of the land and the buildings, limited only to these protections which seem to be mutually advantageous; and in general, to enhance the environmental quality and economic value of the real property described in Article I, Section 2; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 2 hereof to the covenants, conditions, restrictions, charges and liens hereinafter set forth; and

WHEREAS, the Circle C Ranch Homeowners Association has been incorporated under the laws of the State of Texas as a nonprofit corporation, and has been granted powers of administering and enforcing the said covenants, conditions, restrictions, charges and liens, and of disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, Declarant declares that the real property and such additions hereto as may hereafter be made pursuant to Article I, Section 3, hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, charges and liens hereinafter set forth, which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein.

ARTICLE I
GENERAL

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

a. "Association" shall mean and refer to the Circle C Ranch Homeowners Association, Inc., a Texas non-profit corporation.

b. "Common Properties" shall mean and refer to (i) those areas of land shown on any recorded plat or its equivalent of The

Properties or any portion thereof filed or approved by Declarant and identified thereon as "Common Properties of the Circle C Homeowners Association," and (ii) those areas of land deeded to the Association by Declarant.

c. "Declarant" shall mean and refer to Circle C Development Corporation and its successors and assigns, and shall include any person or entity to which Declarant may assign its rights and privileges, duties and obligations hereunder, which are and shall be assignable.

d. "Design Guidelines" shall mean and refer to standards, restrictions or specifications for Circle C Ranch that are published from time to time by the Architectural Control Committee. These guidelines shall establish standards for the construction, placement, location, alteration, maintenance or design of any improvements to the Property.

e. "Lot" shall mean and refer to any tract of land shown upon any recorded plat map of a portion of The Properties and designated thereon by a separate number, with the exception of Common Properties.

f. "Member" shall mean and refer to every person who is a member of the Association.

g. "Owner" shall mean and refer to each and every person or entity who is alone or together with another person or entity a record title owner of a fee or undivided fee interest in any lot, tract or parcel of real estate out of or part of the Properties, provided, however, the term "Owner" shall not include any person or entity holding a bona fide lien or security interest in a lot, tract or parcel of real estate out of or a part of The Properties as security for the performance of an obligation.

h. "The Properties" shall mean and refer to the real property (including improvements) described in Section 2 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 3 hereof.

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. All of the real 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, conditions, restrictions, charges and liens set forth herein.

Section 3. Additions to Property Subject to Declaration. Additional property may become subject to this Declaration in the following manner:

a. Staged Subdivision. The Declarant, its successors and assigns, shall have the right at any time prior to September 30, 2002, to bring within the scheme of this Declaration additional properties in future stages of the development, so long as such properties are within the area described on Exhibit "B" attached hereto (including, without limitations, subsequent sections of the Circle C Ranch Subdivision (the "Subdivision")) without the consent or approval of Owners of any Lots (other than Declarant), as long as such additions are pursuant to a general plan approved by the Veterans Administration ("VA") or the Federal Housing Association

("FHA"). Furthermore, additional properties may be annexed into The Properties at any time with the consent of two-thirds of each class of members of the Association. As additional properties are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon recordation of such additional plats or maps and the filing of a Supplemental Declaration containing restrictive covenants pursuant thereto, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of The Properties in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

b. Merger or Consolidation. 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 Properties, 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 Properties 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 Properties except as hereinafter provided.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each and every person, persons or legal entity who shall own any Lot in The Properties shall automatically be a member of the Association, PROVIDED that any person or entity who holds such an 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 classes of voting membership:

Class A. Class A members shall be all those Members described in Section 1, with the exception of Declarant until its membership is converted to Class A membership as described below. Class A members shall be entitled to one vote for each one hundred dollars ($100.00), or fraction thereof, of value of that portion of The Properties owned by each such member as assessed by the Travis County Appraisal District for ad valorem tax purposes for the preceding year. When two or more persons or entities hold undivided interests in any part of The Properties, all such persons or entities shall be Class A members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each one hundred dollars ($100.00), or fraction thereof, of value of the part of The Properties in which such members own undivided interests.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each vote held by Class A members, PROVIDED, HOWEVER, that from and after the earlier of (i) the date upon which 75% of the Lots have been sold by Declarant, or (ii) December 31, 2002, the Class B membership shall cease and be converted to Class A membership, and shall be entitled to only one vote for each one hundred dollars ($100.00), or fraction thereof, of value of that portion of The Properties owned by it as assessed by the Travis County Appraisal District for ad valorem tax purposes for the preceding year.

Voting rights may be assigned, in whole or in part, as such rights relate to a particular tract of land, to a lessee holding a ground lease on such particular tract of land, PROVIDED that the primary term of such ground lease is for a period of not less than forty (40) years.

ARTICLE III
ASSESSMENTS

Section 1. Covenants for Assessments. The Declarant for each Lot owned by it within The Properties, hereby covenants, and each purchaser of any such Lot, by acceptance of a deed therefor, 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 or charges (as specified in Section 3 hereof); (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 Properties, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

Section 3. Annual Assessment. Each owner of any part of The Properties shall pay to the Association an annual assessment of $0.25 for each one hundred dollars ($100.00), or fraction thereof, of value of that portion of The Properties so owned, as assessed by the Travis County Appraisal District for ad valorem tax purposes for the preceding year. The rate of annual assessment may be increased by vote of the membership of the Association, as provided in Section 5 hereof. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, and the Association may not accumulate a surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors 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. Notwithstanding the foregoing, as to any residential structure financed by a mortgage insured by the VA or FHA the maximum annual assessment per Lot for 1988 shall be $275.00, and in succeeding years shall not be more than 105% of the assessment for the preceding year.

Section 4. Special Assessment. In addition to the annual assessments authorized by Section 3 of this Article III, the Association may levy, by vote of its members as set out in

Section 5 hereof, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within the Common Properties, including the necessary fixtures and personal property related thereto, or for maintenance of the common area and improvements therein, or for carrying out other purposes of the Association as stated in the Articles of Incorporation.

Section 5. Vote Required for Special Assessment and Increase of Maximum Annual Assessment. Any increase in the maximum Annual Assessment (authorized by Section 3 hereof) and any Special Assessment (authorized by Section 4 hereof) must be approved by two-thirds of the total eligible votes of each class of membership of the Association as defined in Article II hereof, 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. Commencement Date of Annual Assessment. The first annual assessment provided for herein shall commence January 1, 1988, and shall continue thereafter from year to year.

Section 7. Due Date of Assessments. One-half of the first annual assessment shall become due and payable on February 1, 1988, and shall be considered delinquent if not paid by February 28, 1988. The second half of the first annual assessment shall be due and payable on July 1, 1988, and shall be considered delinquent if not paid by July 31, 1988. The assessments for any year after 1988 shall become due and payable as follows: one-half on February 1 of such year and delinquent if not paid by February 28 of such year; and one-half on July 1 of such year and delinquent if not paid by July 31 of such year. The due date and delinquent date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. 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 from the due date thereof at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted by law, together with all costs and expenses, including attorney's fees, of collection.

Section 9. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 8 hereof and the cost of collection, including attorney's fees as hereinafter provided, 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 his heirs, devisees, personal representatives, and 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 Association. To evidence the aforesaid assessment lien, the Association shall 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 this property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerk of Travis 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 7 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 and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or otherwise, the owner shall be required to pay the costs, expenses, and reasonable attorneys' 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 mortgagee holding a prior lien on any part of The Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due, provided that mortgagees shall not be required to collect assessments, and failure to pay an assessment shall not be a default under any mortgage insured by the VA or FHA.

Section 10. Common Properties Exempt. All Common Properties as defined in Article I, Section 1(b) hereof, and all portions of The Properties owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by the Board of Directors of the Association. As long as there is a Class B membership, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of such committee may be removed by the Board of Directors and/or the Declarant without cause. When there is no longer a Class B membership, the Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

Section 2. Function of Architectural Control Committee. No improvement, as that term in hereafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications in such form and detail as the Architectural Control Committee may deem necessary shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Preliminary Plan Submissions. The Architectural Control Committee is authorized and empowered to and shall consider, review and comment on preliminary plans submitted in duplicate on an informal basis to assist Owners, builders and prospective purchasers of portions of The Properties in complying with applicable covenants and restrictions and to assist in the

completion of feasibility studies undertaken by such persons or entities. If the preliminary plans and specifications are approved by the Committee, one set thereof will be retained by the Committee, and one complete set of plans will be marked "Approved" and returned to the Owner or builder. If found not to be in compliance with this Declaration, one set of such preliminary plans and specifications shall be marked "Disapproved," and returned accompanied by a reasonable statement of items found not to comply with these Covenants, Conditions and Restrictions. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted shall be presumed. Comments on and approvals of preliminary plans and specifications shall be binding upon the Architectural Control Committee provided that conforming final plans and specifications are submitted within ninety (90) days of such preliminary comments or approvals.

Section 4. Final Plans and Submissions. Final plans and specifications for residential projects shall be submitted in duplicate to the Committee prior to the construction of any improvements. The plans and specifications shall include, to the extent applicable to the proposed improvements as determined by the Architectural Control Committee, the following:

a. A site plan showing the "footprint" of the building and showing the location of all existing trees with a caliper exceeding six inches (indicate size and type) and proposed improvements, including but not limited to structures, patios, driveways, fences and walls. Builders seeking FHA approval of their residential projects shall submit grading plans in accordance with FHA requirements.

b. Exterior elevations of all proposed buildings and structures.

c. A description of exterior materials, colors, textures and shapes of all buildings and structures.

d. Landscape plan including walkways, fences, walls, details, elevation changes, watering systems, vegetation and ground cover.

e. Utility connections, including meters and routing of electrical, gas and telephone and television cables.

f. Exterior illumination, if any, including location.

g. Dimensional floor plan of all enclosed spaces and any garages.

h. Mailbox location and design.

i. Such other matters as may be required by the then applicable zoning code of the City of Austin or such other municipal or governmental authority having jurisdiction over The Properties.

j. Any other data or information requested or deemed reasonably necessary by the Architectural Control Committee.

The Committee may defer the date for submission of any of the matters described in Section 4 by notice in writing to the person or entity requesting such deferral of the submission date.

Section 5. Approval Procedure. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications will be retained by the Committee, one complete set of plans will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with this Declaration, one set of such plans and specifications shall be marked "Disapproved," accompanied by a reasonable statement of items found not to comply with this Declaration. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, approval of the matters submitted shall be presumed. Any material modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. Material modifications or changes in plans and specifications for residential improvements must be approved or disapproved in writing within ten (10) business days or such modifications or changes shall be deemed to be approved. The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other improvements and location, quality and quantity of landscaping on the properties, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials that may be permitted, in accordance with the reasonable opinion of the Committee.

All improvements approved by the Committee shall be diligently commenced after obtaining all necessary governmental approvals therefor and thereafter shall be pursued to completion.

Section 6. Design Guidelines. The Committee may, from time to time, publish and promulgate additional or revised Design Guidelines (herein so called), and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Control Committee in reviewing plans and specifications. In any event, such Design Guidelines shall not be binding upon the Committee and shall not constitute, in any event, the basis for approval or disapproval of plans, specifications and other materials submitted to the Committee for approval.

Section 7. Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Article IV. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal, and levy the amount of the cost thereof as a special individual assessment against the Property upon which such improvements were commenced or constructed.

Section 8. No Liability. Neither Declarant, the Association, the Committee, and the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications,

and every Owner of any of The Properties, agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 9. Inspection. After reasonable notice to the Owner, any member or agent of the Committee may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of said Architectural Control Committee to confirm improvement or maintenance in compliance with the provisions hereof.

Section 10. Governmental Authorities. Declarant, its successors and assigns, and all future Owners and their successors and assigns by their acceptance of their respective deeds, and the Association shall be bound by and subject to all laws, ordinances, rules or regulations. No improvements or addition or change or alteration thereof shall be constructed, erected, placed, altered or maintained on The Properties, including the Common Area, which is in violation of the laws and ordinances of the City of Austin, Texas, or any other applicable governmental laws, rules or regulations. Notwithstanding anything to the contrary herein contained, Declarant, the Association, the Committee, and their respective officers, directors, agents and employees shall have no obligation to enforce or report the violation of any such law ordinance, rule or regulation.

Section 11. No Liability for Design Defects. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Committee, the members thereof, nor the Association assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

ARTICLE V
PROTECTIVE COVENANTS

Section 1. Single Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling used for residential purposes only and not to exceed two and one-half (2½) stories. Except as hereinafter provided with respect to model homes, each residence shall have a fully enclosed garage for not less than two (2) cars, which garage shall be available for parking automobiles at all times without any modification being made to the interior of said garage. The garage portion of any model home may be used by the builders for sales purposes, storage purposes and other related purposes. Upon (or prior to) the sale of said model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, garage apartments, apartment houses, rooming houses, hostels, or communes; and no Lot shall be used for educational, religious, institutional, or professional purposes of any kind whatsoever. No building of any kind or character shall ever be moved onto any Lot within said Subdivision.

Section 2. Minimum Square Footage within Improvements. The living area of the main residential structure located on any Lot exclusive of porches and parking facilities shall not be less than one thousand seven hundred fifty (1,750) square feet, provided that the living area of the main residential structures located on any corner Lot at the intersection of a four-lane divided road and any other road, exclusive of porches and parking facilities, shall be not less than 2,000 square feet. The first floor of any two story structure shall contain at least nine hundred (900) square feet of total living area.

Section 3. Use Limitations. The following uses of sites are not permitted:

a. Offensive Activities. No noxious or offensive activity shall be conducted on any property, nor shall anything be done thereon which is or may become an annoyance or nuisance to the other property owners. The Architectural Control Committee, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, and further provided that they do not become an annoyance or nuisance to other property owners. No resident of any Lot shall permit any dog, cat or other domestic pet under his ownership or control to leave such resident's Lot unless leashed and accompanied by a member of such resident's household. Each Lot shall be maintained in a sanitary condition free of offensive or unsanitary accumulations of pet waste by the Owner of the Lot. No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot. Activities expressly prohibited, without limitaton, include (1) the use or discharge of firecrackers or other fireworks within The Properties, (2) the storage of flammable liquids in excess of five gallons, (3) other activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion, (4) hunting, trapping and discharge of firearms or (5) activities which affect adversely the health, safety, or property values of the Owners.

b. Use. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on in The Properties or any part thereof, or in any building or other structure erected thereon, save and except sales and construction management offices with the prior written approval of the Architectural Control Committee and compliance with applicable zoning ordinances.

c. Temporary Structures. The Declarant reserves the exclusive right to permit Owners the right to erect and maintain facilities in and upon The Properties for the sole purposes of construction. Such facilities may include, but not be limited to, "job shacks," storage areas, signs and portable toilet facilities. Declarant, Owners and builders shall also have the temporary right to use a residence situated on a property as a temporary office or model home during the period of and in connection with construction and sales operations on The Properties, but in no event shall a builder or Owner have such right for a period in excess of one (1) year from the date of substantial completion (as defined by the American Institute of Architects) of his last residential structure on the Property.

Except as permitted above, no temporary structures as listed below shall be placed or erected upon The Properties:

- trailer
- mobile/modular pre-fabricated home
- tent
- barn
- storage shelter

d. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

e. Antennas and Flagpole. No radio or television aerial wires or antenna, or flagpole(s), shall be maintained on any portion of any Lot forward of the main ridgeline of the house or forward of the midpoint of the main ridge in the case of a house whose main roof ridge line is not parallel to the front lot line. Furthermore, no radio or television aerial wires or antenna which extends above the highest part of the roof of the main residence on said Lot, shall be placed or maintained on any Lot. Television satellite reception discs shall be screened by a fence or other similar facility, so as to conceal them from view of any public street or Common Area.

f. Wind Generators. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot or public street.

g. Solar Collectors. No solar collector shall be installed without the prior written approval of the Architectural Control Committee. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the public street in front of the residence.

h. Carports. No carports shall be erected or permitted to remain on any Lot without the express prior written approval of the Architectural Control Committee.

i. Garage Doors. Garage Doors visible from any street shall be kept in the closed position when the garage is not being used by the Owner or occupant.

j. Vehicle Storage. Except as hereafter provided, any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper, golf cart, motorcycle, recreational vehicle or any vehicle other than a conventional automobile shall be stored, placed or parked within the garage of the Owner owning same and concealed from view of other Owners, unless the Architectural Control Committee, in its sole discretion, directs otherwise. For purposes of this paragraph, the term "conventional automobile" shall be deemed to include conventional passenger vehicles, passenger vehicle trucks (3/4 ton or less), and non-commercial passenger vans.

Property owners who do home repair work to their vehicles outside of their garages must return the vehicle under repair back to the garage at the end of the day. Street repair and maintenance to automobiles will not be permitted.

k. Trash. Trash or garbage containers shall only be permitted to be placed outside a maximum of two times each week for 12 hours. The Association shall have the right to contract for garbage collection and bill each Owner monthly for such service. No Lot shall be used or maintained as a dumping ground for trash.

l. Window coverings. All windows facing a street on any residential structure shall have draperies or shutters installed by the resident or owner (other than the builder, except for model homes).

m. Recreational equipment. No recreational equipment, including but not limited to swing sets, skate board or bicycle ramps, or basketball nets, shall be permitted in the front yard of any residential structure.

n. Construction materials. During and after construction of any residential structure, no construction materials shall be stored in or upon streets.

o. Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved in writing by the Architectural Control Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures which have been previously approved in writing by the Architectural Control Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be included in the Final Plan and approved in writing by the Architectural Control Committee.

p. Chemical Fertilizers, Pesticides or Herbicides. No commercial chemical fertilizers, pesticides or herbicides other than those approved by the Architectural Control Committee shall be used on any Lot. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended.

q. General. Any use which is contrary to law or this Declaration.

Section 4. Minimum Setback Lines. All setback lines shall be in accordance to the City of Austin Zoning Ordinance. No structure may be placed within the setback lines, except that the following improvements are allowed within minimum setback areas:

a. Structures below and covered by the ground;

b. Steps, walks, driveways, and curbing;

c. Retaining or screening walls as approved by the Architectural Control Committee;

d. Landscaping;

e. Any other improvement approved in writing by the Architectural Control Committee, provided that roofed structures other than relatively minor encroachments shall in no event be so approved.

Section 5. Exterior Lighting. Any Owner or builder desiring exterior lighting on a residence shall submit a lighting plan showing all locations, spacing, standard types and light type and sizes for approval by the Architectural Control Committee, provided that Christmas lights shall be permitted without prior approval during the month of December each year, and provided further that such lights must be removed by January 15 of each year. No exterior light shall be installed or maintained within the Property that is found to be objectionable by the Architectural Control Committee. Upon notice by the Committee that any exterior light is objectionable, the Owner of the Property on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

Section 6. Signage. No sign or signs shall be displayed to the public view on any property except that:

a. Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the properties;

b. Any builder, during the applicable initial construction and sales period, may utilize one professional sign [of not more than six (6) square feet in size] on each Lot owned by such builder for advertising and sales promotion;

c. Thereafter, a dignified "for sale" sign [of not more than six (6) square feet in size], acceptable to the Architectural Control Committee, may be utilized by the Owner of the respective property for the sale of the property;

Notwithstanding anything herein contained to the contrary, (i) no paper or cardboard signs will be permitted on any Lot, and (ii) any and all signs, if allowed, shall comply with all sign standards of the City of Austin, Texas, as such standards may be applicable to the Property.

Section 7. Landscape.

a. Intent. It is the intent of these regulations to recognize, utilize and supplement the existing landscape and visual resources by retaining the natural character of the site with its rolling terrain and clusters of trees. It is the further intent to structure a viable introduced landscape, ensuring consistent quality and providing for visual harmony through color and textural variety.

b. Landscape and Irrigation Plans.

i. Detailed landscape plans for each Lot shall be submitted. Upon written request, the Architectural Control Committee may waive the requirement of a plan for each particular lot if the builder uses a plan previously approved by the Architectural Control Committee for another lot.

ii. Revisions. There shall be no revisions made to the plans without resubmittal to and approval by the Architectural Control Committee of the revised plan.

c. Existing Vegetation.

i. General. Existing vegetation shall be deemed to be trees, 3" caliper and above. There shall be no disruption of site or existing vegetation prior to landscape plan approval by the Architectural Control Committee.

ii. Protection During Construction. Existing trees shall be preserved and protected inasmuch as is reasonable for the intended development. Relief from protection of major trees shall be at Declarant's discretion. Existing trees to be saved shall be pruned and treated for diseases and insects in keeping with good arboriculture practice. Building or paving operations occurring adjacent to existing trees to be saved shall be in accordance with the Design Guidelines. Builders shall be available at all reasonable times for on-site inspections of tree conditions by the Architectural Control Committee.

iii. Replacement of Existing Trees to be Demolished.

Demolition of existing trees shall mean any operation, including transplanting, which removes, uproots or renders the tree incapable of sustaining a healthy and thriving condition.

Any tree that is deemed by the Architectural Control Committee to be unnecessarily demolished shall be replaced with a tree selected from the Ranch Plant Pallette (see Design Guidelines) according to the following chart:

Existing Tree to be Demolished	Replacement Tree
6" + cal. to 12" cal.	One 4" cal., 14' ht., 6' spr.
12" + cal. to 18" cal.	Two 4" cal., 14' ht., 6' spr.
18" + cal. to 24" cal.	Three 4" cal., 14' ht., 6' spr.
24" cal. and up	Four 4" cal., 14' ht., 6' spr.

Note: No tree shall be demolished prior to specific written approval of the Architectural Control Committee.

d. Introduced Vegetation. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or turf grasses which are commonly used in Central Texas for landscaping purposes. Fruit, nut and vegetable bearing plants, other than allowed in the Pallette, shall not be considered as common landscaping plants. Applicable standard references shall be current edition Hortus Third, 1976, and the current edition American Standard for Nursery Stock.

e. Landscaping.

i. General. Landscaping shall mean any proposed modification to the site including but not limited to land forming and berming, irrigation systems, landscape subsurface drainage systems, paving, site furnishings, nonstructural retaining walls and introduced vegetation according to the plan approved by the Architectural Control Committee.

ii. Construction Time Limit. Landscaping in accordance with the plan shall be installed within 90 days after the

date the City of Austin issues the Certificate of Occupancy. Extensions to the time limit may be granted by the Architectural Control Committee on a case by case basis. Application for extension must be made 30 days prior to the current approved date of completion. Under no circumstances may the total time period extend beyond 180 days.

Either permanent turf grass or Winter Rye shall be established in all turf areas within 90 days of issuance of Certificate of Occupancy. Winter Rye shall be considered a temporary measure to reduce soil erosion through the winter season. It shall be completely demolished and replaced with turf grass according to the approved landscape plan by June 1 of the following year.

Trees and shrubs shall be planted within the approved construction time limit, the season notwithstanding.

iii. Maintenance. Landscaping which has been installed on any property, including temporary landscaping, shall be properly maintained at all times. Recommendations by the Architectural Control Committee with respect to tree disease control must be followed immediately. Grasses and weeds shall at no time be allowed to exceed 6" in developed areas and 9" in undeveloped areas.

iv. Required Landscaping. The land use listed below shall be landscaped with the following numbers of shade trees. The shade trees shall be no smaller in size than 3" caliper.

Land Use	Required Numbers of Trees
Single Family (by builders)	Two per front yard within 10' 0" of R.O.W. (four for corner lots; two on the front and two on the side)

All land users shall be required to landscape front yards, side yards, and adjacent to building foundations. Trees, shrubs, ground covers, seasonal color and turf grass shall be used in these areas to achieve the landscape intent for the land use according to the Design Guidelines.

Note: Refer to Screening Section 8 of Article V for required landscaping for screening situations.

Section 8. Screening.

a. Intent. It is the intent of these regulations to provide for a pleasing and consistent visual experience throughout the Circle C Ranch development while providing alternatives of method and material to allow for design flexibility and visual variety.

b. Landscape as Screening. Where the screen height is to be achieved with landscaping, it may be attained with any combination of retaining walls, berms and shrubs. The screen height shall be fully achieved at the time of landscaping. All shrubs shall be evergreen, shall not be planted farther than 36" on center and shall create a solid screen within one growing season.

c. Screening of Mechanical Equipment. In each side yard containing an air conditioner unit or other visible utility system, such unit or system shall be screened from view from the street(s).

d. Screening of Foundations. All foundations visible from the street must be screened with landscaping as described in Section 8(b) above.

e. Fences.

i. Single family fences. Fences may be used to screen rear and side yards on single family lots. Where fences are constructed adjacent to any school or open space the fence shall be constructed with face toward the open space according to the Design Guidelines.

Section 9. Construction Standards. All structures shall meet the following requirements (except as may be modified by the Architectural Control Committee):

a. Roofs. The use of various roofing materials within The Properties shall be permitted; however, no roofing materials shall be used without first obtaining the Architectural Control Committee's approval of same. The Architectural Control Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property. Minimum roof pitch allowed in single family homes shall be a 4:12 pitch.

b. Exterior Building Materials. Exterior building materials and colors (including garage doors and trim) must be approved by the Architectural Control Committee. In addition, the exterior of improvements shall conform to the following:

i. Residential improvements shall not be adorned with stylistic ornamentation or details that are out of character with the community image.

ii. Chain link or other wire fabric fences will not be allowed except temporarily as a container at construction sites.

iii. Exterior wall surface materials shall be limited to two approved materials, excluding trim, unless otherwise approved in writing by the Architecture Control Committee.

iv. Residential, exterior walls must have a minimum of 50% masonry coverage on any side, 100% masonry coverage on any side facing a street, and no less that 70% masonry coverage for the entire structure (Coverage excludes window and door openings), provided that (i) the rear wall of any residential structure that backs up to a four-lane divided street shall be 90% masonry, and (ii) the walls facing the streets on any residential structure on a corner lot shall be 100% masonry.

v. Stucco exterior walls shall be the traditional three (3) coats process unless another process is specifically approved by the Architectural Control Committee.

vi. No above ground level swimming pool may be installed on any lot, and any swimming pool shall be designed and engineered in compliance with the City of Austin Building Code.

vii. Address signs with unusually large numbers must be approved by the Architectural Control Committee.

c. Foundations. No more than eighteen (18) inches of vertical surface can be exposed and foundations must be screened according to Section 8(d) above.

d. Mailboxes. A plan showing the location and design of all mailboxes and clustered mailbox systems must be approved by the Architectural Control Committee. Housing for mailboxes shall be architecturally integrated with the individual residential project and shall be of similar construction and form to said residential project. Individual mailboxes shall not be permitted.

e. Utilities.

i. All residential Lots shall be provided with natural gas lines, and all residential units shall have gas appliances for heating and water heating. Improvements situated on a property shall be connected to the water and sewer lines as soon as practicable after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Control Committee.

ii. All telephone, electric, cable, or other service lines shall be installed underground and shall meet all requirements of the City of Austin, Texas.

f. Paint. All painted improvements and other painted structures on each property shall be repainted by the Owner thereof at his sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such property or improvement. The approval of the Architectural Control Committee otherwise required for improvements under Article IV shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

g. Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partially completed condition any longer than reasonably necessary.

h. Excavation. No excavation shall be made except in conjunction with construction of an improvement. When such improvement is completed, all exposed openings shall be back filled and graded.

ARTICLE VI
MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Required maintenance includes, but is not limited to, the following:

a. Prompt removal of all litter, trash, dead vegetation, refuse and waste;

b. Lawn mowing on a regular basis (Maximum grass height for developed properties - 6"; undeveloped property - 9");

c. Tree and shrub pruning;

d. Watering landscaped areas;

e. Keeping exterior lighting facilities in working order;

f. Keeping lawn and garden areas alive, free of weeds, and attractive;

g. Keeping driveways in good repair;

h. Complying with all government health and police requirements;

i. Repair of exterior damages to improvements;

j. Cleaning of abutting landscaped areas lying between public right-of-way lines and Lot lines unless such streets, waterways or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association;

k. Backwashing of swimming pools will be prohibited upon any adjoining property (public or private) and must be directly connected to the appropriate drainage system.

Section 2. Enforcement. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilites, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care or make arrangements with the Association for making the repairs 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, after approval by 2/3 vote of the Board of Directors of the Association, shall have the right and power to enter onto 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 (such costs constituting a special individual assessment as specified in Article II, Section 4 hereof) and shall promptly reimburse the Association with thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all 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 assessments and special assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE VII
COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member of the Association shall

have the right and easement of enjoyment in and to the Common Properties, which right and easement is appurtenant to the Lots. If ingress and egress to any Lot is through the Common Properties, the Owner of such Lot shall have an easement of access across and upon the Common Properties to his Lot, and any conveyance of the Common Properties shall be subject to such access easement.

Section 2. Title to Common Properties and Insurance. Declarant shall convey ownership of the Common Properties to the Association, free and clear of all encumbrances, which shall be responsible for their operation and maintenance, within five years after their designation as such in accordance with Article I, Section 1(b) above. Any mortgage, pledge, or other conveyance of Common Properties shall require approval of a 2/3 vote of each Class of membership. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Properties against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the Common Properties in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Properties, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and may, at the discretion of the Board of Directors, obtain directors' and officers' liability insurance. The public liability policy shall have at least a Five Hundred Thousand Dollar ($500,000.00) per person limit, as respects bodily injury, a One Million ($1,000,000.00) Dollar limit per occurrence, and a Two Hundred Fifty Thousand Dollar ($250,000.00) minimum property damage limit. Premiums for all insurance on the Common Properties shall be at the expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The Association shall insure all insurable improvements upon the Common Properties.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject 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 mortgage, sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by two-thirds of the total eligible votes of both classes of membership of the Association as defined in Article II hereof, 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;

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 under Article III hereof remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 1. Duration. This Declaration and the 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 Properties, 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, 2002, 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 seventy-five percent (75%) of the total eligible votes of the membership of the Association as defined in Article II hereof, 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, nor shall any such change be effective prior to the recording of a certified copy of such resolution in the Deed Records of Travis County, Texas.

Section 2. Amendment. This Declaration may be amended or terminated at any time prior to January 1, 2002, by ninety percent (90%) of the total eligible votes of each class of voting members voting separately. Thereafter, all Articles may be amended or terminated at any time by seventy-five percent (75%) of the total eligible votes of the membership voting together. Members may vote 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 that Declarant must consent thereto if such amendment or termination is to be effective prior to December 31, 2002. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of The Properties. Any such amendment or termination shall become effective when an instrument is filed for record in the Deed Records of Travis County, Texas, with the signatures of the requisite number of the owners of The Properties (and the signature of Declarant if prior to December 31, 2002).

Section 3. Enforcement. Any Owner shall have the right to enforce, and the Association shall have the right (but not the duty) to enforce, any of the covenants and restrictions set out in this Declaration. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any lien created by these covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability of Provisions. 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. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 5. Notice. Wherever written notice to a Member (or Members) is permitted or required hereunder, such shall be given by the mailing of such to the Member at the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Section 6. Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7. FHA/VA Approval. So long as there is a Class B Membership, the following action will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: annexation of additional property, dedication of Common Properties, and amendment of this Declaration (except pursuant to the fourth sentence of Article VIII, Section 2, hereof).

Section 8. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of each class of membership of the Association.

Section 9. Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 10. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant and the Association, and their respective heirs, executors, administrators, successors and assigns.

EXECUTED as of the day and year first above written.

CIRCLE C DEVELOPMENT CORPORATION, a Texas corporation

By: _____
Gary L. Bradley, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on January 14th 198X, by Gary L. Bradley, President of CIRCLE C DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.

Oteka Marie Stevens
NOTARY PUBLIC, State of Texas

My Commission Expires:
7/8/89

Print Name: OTEKA MARIE STEVENS

NOTARY SEAL

R-5657
11/05/87

CONSENT BY OWNER

The undersigned, owner of Lots 32 and 33, Block R, of Circle C Ranch, Phase B, Section One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 87, pages 50C-51D of the Plat Records of Travis County, Texas (the "Weekley Lots") hereby consents to, adopts, ratifies and agrees to be bound by the Declaration with respect to the Weekley Lots, and further confirms that such property (i) is part of The Properties and (ii) shall be subject to the Declaration.

WEEKLEY HOMES, INCORPORATED

By: _____
David Weekley, President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 24th day of November, 1987, by David Weekley, President of Weekley Homes, Incorporated, a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS
MICHELE M. McVEY
Notary Public, State of Texas
My Commission Expires 1/29/91

_____
Notary Public, State of Texas
Print Name: _____

My Commission Expires:
_____

CONSENT OF MORTGAGEE

The undersigned, holder of a mortgage on the Weekley Lots, hereby consents to the Declaration and subordinates any liens on the Weekley Lots (as of the date of execution hereof by the undersigned) to the Declaration.

COMMONWEALTH SAVINGS ASSOCIATION

By: _____
Its: Assistant Vice President
Russ Rockwell
Assistant Vice President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on January 6, 1988, by Russ Rockwell, Asst. Vice President of Commonwealth Savings Association, a Texas Corporation, on behalf of said Corporation.

_____
NOTARY PUBLIC, State of Texas

My Commission Expires:
May 8, 1988

Print Name: Teri L. Smith

NOTARY SEAL

R-5657
11/17/87

CONSENT BY OWNER

The undersigned owner of Lots 29 and 30, Block R, and Lots 5, 6, and 7, Block N, of Circle C Ranch, Phase B, Section One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 87, pages 50C-51D of the Plat Records of Travis County, Texas (the "Newmark Lots") hereby consents to, adopts, ratifies and agrees to be bound by the Declaration with respect to the Newmark Lots and further confirms that such property (i) is part of The Properties and (ii) shall be subject to the Declaration.

NEWMARK HOME CORPORATION

By: _____
John E. Harris, President

THE STATE OF TEXAS §
§
COUNTY OF Ft Bend §

This instrument was acknowledged before me on this the 20th day of November, 1987, by John E. Harris, President of Newmark Home Corporation, a Texas corporation, on behalf of said corporation.

NOTARY SEAL

_____
Notary Public, State of Texas
Print Name: John Michael Beckett

My Commission Expires:
2/14/89

CONSENT OF MORTGAGEE

The undersigned, holder of a mortgage on the Newmark Lots, hereby consents to the Declaration and subordinates any liens on the Newmark Lots (as of the date of execution hereof by the undersigned) to the Declaration.

COMMONWEALTH MORTGAGE

By: _____
Its: Sr. Vice President

Charles M. Lusk
Sr. Vice President

THE STATE OF TEXAS §
§
COUNTY OF §

This instrument was acknowledged before me on November 20th, 1987, by Charles M. Lusk, Sr. Vice President of Commonwealth Mortgage, a Texas Corporation, on behalf of said corporation.

NOTARY SEAL

_____
NOTARY PUBLIC, State of Texas
Print Name: John Michael Beckett

My Commission Expires:
2/14/89

R-5657
11/17/87

CONSENT BY MORTGAGEE

The undersigned Mortgagee, as holder of certain indebtedness secured by a deed of trust on the property described on Exhibit A attached to this Declaration recorded in Volume 9928, Page 309, of the Real Property Records of Travis County, Texas, hereby consents to the Declaration and subordinates its deed of trust lien and all other liens held by the undersigned, as to the property described on Exhibit A to this Declaration, to the Declaration.

GIBRALTAR SAVINGS ASSOCIATION,
a Texas savings and loan
association

By: Charles R. Ackerman
Its: Sr. Vice President

Charles R. Ackerman
Senior Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 12th day of February, 1988, by Charles R. Ackerman, Senior Vice President of Gibraltar Savings Association, a Texas savings and loan association, on behalf of said savings and loan association.

NOTARY PUBLIC
STATE OF TEXAS

My Commission Expires:
8-29-88

Lisa R. Brewer
Notary Public, State of Texas
Print Name: Lisa R. Brewer

LISA R. BREWER
Notary Public for the State of Texas
My Commission Expires 8-29-88

R-5657
02/10/88

CONSENT BY MORTGAGEE

The undersigned Mortgagee, as holder of certain indebtedness secured by a deed of trust on The Properties, recorded in Volume 9197, Page 429 of the Real Property Records of Travis County, Texas, hereby consents to the Declaration and subordinates its deed of trust lien to the Declaration.

GARY L. BRADLEY, TRUSTEE

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 14TH day of January, 198X, by Gary L. Bradley, in his capacity as Trustee.

Oteka Marie Stevens
Notary Public, State of Texas
Print Name: OTEKA MARIE STEVENS

My Commission Expires:
7/8/89

NOTARY SEAL

After Recording Return To:

David S. Caudill
Graves, Dougherty, Hearon & Moody
Post Office Box 98
Austin, Texas 78767

R-5657
11/17/87

EXHIBIT A

Sections 1 and 2, Phase B, of Circle C Ranch, a subdivision in Travis County, Texas, according to the map or plat thereof of record in Volume 87, Pages 50C-51D and 72B-73A, Plat Records of Travis County, Texas.

R-5657
11/05/87

Tract 1
Total 2807.1345 Acres

EXHIBIT "B"

STATE OF TEXAS :

COUNTIES OF TRAVIS AND HAYS:

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 2807.1345 acres situated in the Samuel Hamilton Survey No. 16, the Corbet Stevens Survey No. 63, the Thomas Brite Survey No. 65, the G.W. Hudson Survey No. 43, the J.D. Cady Survey, the Richard Hailey Survey No. 35, the J. Burleson Survey No. 64, and the John M. Bright Survey No. 63, Travis and Hays Counties,Texas and is a survey of the following tracts of land: all that 582.5903 acre tract and all that 870.9456 acre tract conveyed to Gary Bradley, Trustee by deed recorded in Volume 8882, Page 702, and Volume 8882, Page 748, respectively, all of the Deed Records of Travis County, Texas; all of the 244.57 acre tract, the 327.17 acre tract, the 21.4309 acre tract, the 654.52 acre tract, and the 106.2205 acre tract, all conveyed to Mitchell E. Sharp, Jr., by deeds recorded in Volume 8222, Page 454, Volume 8238, Page 352, Volume 8597, Page 843, Volume 8238, Page 35, and Volume 8550, Page 632, respectively, all of said Deed Records, and is more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in the east right-of-way line of F.M. 1826 (80 feet wide); being the most northerly northwest corner of the above said 244.57 acre tract, in the abandoned south right-of-way line of Old Austin-Driftwood Road;

THENCE, with the fenced north line of the 244.57 acre tract the following courses and distances;

S 68° 42' 40" E, 378.51 feet to an iron pipe found;
S 63° 41' 44" E, 178.82 feet to an iron pipe found;
S 27° 28' 23" W, at 347.23 feet pass an iron pipe found 0.07 feet to the west, for a total distance of 800.09 feet to an iron pipe found;

S 24° 21' 16" E, 538.49 feet to an iron pipe found;
S 05° 52' 50" E, 991.70 feet to an iron pipe found;
S 58° 39' 56" E, 1085.30 feet to an iron pipe found;
N 88° 47' 49" E, 563.42 feet to an iron pipe found;
N 64° 24' 19" E, 951.91 feet to an iron rod found;
N 32° 41' 40" E, 470.77 feet to an iron pipe found;

THENCE, N 32° 36' 10" E, 412.97 feet to an iron pipe found in the south line of a 217.38 acre tract conveyed to 1826 Associates by deed recorded in Volume 3635, Page 634 of the said Deed Records;

THENCE, S 60° 24' 36" E, with the apparent common line between the 244.57 acre tract and the 217.38 acre tract for a distance of 349.01 feet to an iron pipe found;

THENCE, S 53° 58' 38" E, continuing with the said common line, for a distance of 533.96 feet to an iron pipe found in the northeast corner of the 244.57 acre tract and the west line of a 100.0 acre tract conveyed to Carlene Hielscher Klaus by deed recorded in Volume 4397, Page 266; said pipe also being the end of a boundary line set by Boundary Line Agreement in Volume 3922, Page 1668, both of the Deed Records of Travis County, Texas;

THENCE, along the said Boundary Line Agreement between the 100.00 acre Carlene Hielscher Klaus tract and the 244.57 acre tract, as fenced, with the following courses and distances:

S 27° 46' 53" W, 140.43 feet to a nail found in a 10" oak;
S 29° 28' 21" W, 119.02 feet to an iron pipe found;
N 60° 21' 51" W, 76.63 feet to an iron pipe found;
S 28° 57' 57" W, 345.44 feet to a metal fence post found;
S 29° 11' 33" W, 1609.85 feet to an iron pipe found;
S 28° 55' 36" W, 567.05 feet to an iron pipe found;

THENCE, S 28° 55' 58" W, 306.10 feet to an iron rod found in the west line of the said 100.0 acre tract for the southeast corner of the 244.57 acre tract, being the northeast corner of the aforesaid 327.17 acre tract;

THENCE, S 28° 58' 57" W, continuing along the said Boundary Line Agreement between the west line of the 100.0 acre tract and the east line of the said 327.17 acre tract, for a distance of 751.92 feet to an iron rod found;

THENCE, S 28° 51' 46" W, for a distance of 441.19 feet to a nail found in a Cedar tree, at the beginning of the said Boundary Line Agreement, being the southwest corner of the 100.0 acre tract and an ell corner of the said 327.17 acre tract;

THENCE, S 59° 25' 41" E, with a northerly line of the 327.17 acre tract and the south line of the said 100.0 acre tract for a distance of 695.27 feet to an iron rod found;

THENCE, S 59° 21' 25" E, continuing along a northerly line of the 327.17 acre tract; being the south line of the J. Burleson Survey No. 64 and the north line of the Thomas Brite Survey No. 65, for a distance of 808.01 feet to an iron rod found at the most easterly northeast corner of the 327.17 acre tract and the northwest corner of the said 106.2205 acre tract;

THENCE, S 60° 05' 18" E, continuing along the common survey line with the north line of the said 106.2205 acre tract; being the south line of a 320 acre tract conveyed to Richard Hielscher by deed recorded in Volume 1212, Page 256, at approximately 756.5 feet pass the southeast corner of the 320 acre Hielscher tract; being the southwest corner of a 100 acre tract conveyed to Amelia Mettke by deed recorded in Volume 4397, Page 269, both of the Deed Records of Travis County, Texas, for a total distance of 1501.68 feet to an iron rod found for the southeast corner of the 100 acre Mettke tract and the northeast corner of the 106.2205 acre tract in the west line of the Samuel Hamilton Survey No. 16 and the said 582.5503 acre tract;

THENCE, along the fenced easterly line of the 100 acre Mettke tract; being the most westerly line of the said 582.5503 acre tract as fenced and used upon the ground with the following courses and distances;

N 30° 53' 41" E, 2088.20 feet to a nail found in a fence post,
N 30° 47' 29" E, 1733.93 feet to an angle point in said fence line,
N 30° 34' 49" E, 429.51 feet to an angle point in said fence line,
N 29° 50' 58" E, 378.40 feet to an angle point in said fence line,

THENCE, N 29° 26' 58" E, 1049.60 feet to the northeasterly corner of the Mettke tract;

THENCE, N 30° 05' 58" E, a distance of 250.00 feet to an iron rod found for the most westerly southwest corner of a 79.9863 acre tract conveyed to the Slaughter Creek Park Foundation, Inc. in a deed recorded in Volume 8404, Page 464 of the said Deed Records;

THENCE, N 87° 38' 31" E, in a westerly direction along the south line of the 79.9863 acre tract and a northerly line of the said 582.5503 acre tract, 620.09 feet to an iron rod found;

THENCE, continuing with the said south line of the 79.9863 acre tract S 53° 31' 22" E, 752.73 feet to an iron rod found;

THENCE, S 77° 49' 11" E, at 145.53 feet pass an iron rod found for the southeast corner of the said 79.9867 acre tract and for a total distance of 702.57 feet to an iron rod found for a corner;

THENCE, in an easterly direction with the following courses;

S 66° 29' 31" E, 357.25 feet to an iron rod found,
S 78° 11' 40" E, 326.38 feet to an iron rod found,
S 63° 56' 53" E, 769.41 feet to an iron rod found,
S 82° 22' 59" E, 425.79 feet to an iron rod found,
N 88° 22' 50" E, 343.11 feet to an iron rod found,
N 65° 12' 06" E, 778.97 feet to an iron rod found,
N 84° 45' 03" E, 302.70 feet to an iron rod found,
N 68° 49' 30" E, 331.10 feet to an iron rod found,
S 67° 57' 03" E, 230.87 feet to an iron rod found,
S 55° 39' 42" E, 539.28 feet to an iron rod found,
S 83° 07' 28" E, 508.03 feet to an iron rod found,
S 67° 25' 03" E, 429.99 feet to an iron rod found,
S 86° 22' 43" E, 380.13 feet to an iron rod found,
S 31° 22' 14" E, 272.95 feet to an iron rod found,
S 18° 05' 30" W, 501.12 feet to an iron rod found,
S 18° 06' 10" E, 616.20 feet to an iron rod found,

THENCE, S 31° 16' 25" E, at 460.83 feet pass an iron rod found at the most easterly corner of the 582.5503 acre tract and a northerly line of the 870.9456 acre tract, for a total distance of 648.85 feet to an iron rod found;

THENCE, continuing in an easterly direction, with a northerly line of the 870.9456 acre tract, the following courses and distances:

S 50° 50' 28" E, 384.71 feet to an iron rod found,
S 84° 53' 50" E, 518.94 feet to an iron rod found,
S 61° 51' 32" E, 280.18 feet to an iron rod found,
S 24° 28' 33" W, 402.00 feet to an iron rod found,
S 22° 32' 08" W, 1352.04 feet to an iron rod found,
S 02° 17' 05" E, 273.31 feet to an iron rod found,

THENCE, S 69° 02' 08" E, 452.78 feet to iron rod found in the westerly line of a 400.00 acre tract conveyed to George B. Barker in a deed recorded in Volume 409, Page 158, said point bears S 30° 14' 54" W, a distance of 1600.00 feet from an iron pipe found for the most northerly corner of the 400.00 acre Barker tract;

THENCE, S 30° 14' 54" W, along the westerly line of the 400 acre Barker tract for a distance of 2156.93 feet to a nail found in a fence corner post for the northeast corner of that 2.72 acre tract conveyed to Ray McGee by deed recorded in Volume 4647, Page 31 of the said Deed Records;

THENCE, N 63° 09' 43" W, along a southerly line of the said 870.9456 acre tract, a distance of 231.13 feet to an iron rod found at the most northerly corner of the 2.72 acre McGee tract;

THENCE, with the fenced southerly line of the 870.9456 acre tract, the following courses and distances

N 62° 26' 14" W, 1952.31 feet to an iron rod found;
N 13° 54' 38" E, 342.33 feet to an iron rod found;
S 89° 37' 52" W, 501.38 feet to an iron rod found;
S 63° 47' 26" W, 414.17 feet to an iron rod found;
S 15° 39' 52" E, 525.66 feet to an iron rod found;

THENCE, in a westerly direction, continuing along the southerly line of the said 1085.8212 acre tract with the following courses:

S 87° 18' 43" W, 3063.10 feet to an iron rod found;
S 34° 39' 13" W, 489.76 feet to an iron rod found;
N 71° 27' 14" W, 1128.26 feet to an iron rod found;
S 76° 09' 27" W, 1030.98 feet to an iron rod found;
N 41° 33' 33" W, 823.73 feet to an iron rod found;

THENCE, S 82° 50' 26" W, for a distance of 3164.87 feet to an iron rod found in the west line of the Samuel Hamilton Survey No. 16 of the said 106.2205 acre tract; being the most westerly southwest corner of the said 870.9456 acre tract;

THENCE, S 30° 31' 27" W, along the west line of the Samuel Hamilton Survey No. 16 and the east line of the Thomas Brite Survey No. 65, for a distance of 561.26 feet to an iron rod found at the most southerly corner of the said 106.2205 acre tract; being the most easterly southeast corner of the said 327.17 acre tract, and a point in the north line of a 283 acre tract conveyed to Ira Jon Yates in Volume 7716, Page 842 of the Deed Records of Travis County, Texas;

THENCE, S 83° 44' 05" W , 58.21 feet to an iron rod found in the south line of the 327.17 acre tract;

THENCE, N 89° 50' 37" W, with the said south line 502.68 feet to an iron rod found for the most northwest corner of the said 283 acre tract; and the northeast corner of a 126.73 acre tract conveyed to Mrs. R.P. Spillar by deed recorded in Volume 700, Page 369 of the said Deed Records;

THENCE, continuing with the south line of the 327.17 acre tract and the north line of the 126.73 acre tract, the following courses:

N 89° 15' 49" W, 358.73 feet to an iron rod found;

N 89° 21' 33" W, 1561.19 feet to an iron rod found;

THENCE, N 89° 31' 39" W, at 341.93 feet pass an iron rod found 0.28 feet north for a total distance of 627.61 feet to an iron rod found;

THENCE, N 89° 40' 24" W, 599.71 feet to an iron rod found for the northwest corner of the 126.73 acre tract and the southwest corner of the 327.17 acre tract and being in the east line of the said 654.42 acre tract all mentioned above;

THENCE, S 30° 33' 15" W, with the common line between the 654.42 acres, and the 126.73 acre tract 238.30 feet to a nail found in a fence post;

THENCE, in a southwesterly direction with the southerly fenced line of the 654.42 acre tract, the following courses:

S 69° 16' 54" W, at 759.95 feet pass an iron rod found for the Hays-Travis County Line at 760.48 feet pass an iron rod found 0.73 feet to the west, in all 1167.48 to an iron rod found;

S 54° 52' 15" W, 481.34 feet to an iron rod found;

S 79° 47' 29" W, 1272.48 feet to an iron rod found;

S 85° 45' 50" W, 236.77 feet to an iron rod found;

N 84° 26' 15" W, 411.07 feet to an iron rod found for the southeast corner of a 1.53 acre tract described in a deed recorded in Volume 258, Page 413 of the Deed Records of Hays County, Texas;

THENCE, N 32° 40' 51" W, with the common line between the 654.42 acre tract and the 1.53 acre tract 716.48 feet to an iron rod found in the east right-of-way line of State Highway F.M. 1826, and being in a curve to the left;

THENCE, with the west line of the 654.42 acre tract and the east line of State Highway F.M. 1826, the following courses:

THENCE with the said curve to the left having a central angle of 27° 17' 35", a radius of 1185.94 feet, a long chord of 559.60 feet, (chord bears N 18° 34' 35" E), for an arc distance of 564.93 feet to a concrete monument found;

THENCE, N 04° 53' 22" E, 773.59 feet to a concrete monument found; at the point of curvature of a transitional curve to the left;

THENCE, with the said transition curve to the left, having a beginning radius of 5769.58 feet and ending radius of 5759.58 feet, a central angle of 04° 50' 57", a chord of 487.74 feet (chord bears N 01° 17' 25" E), for an arc distance of 487.88 feet to a concrete monument found;

THENCE, N 00° 02' 53" E, 284.64 feet to a concrete monument found;

THENCE, N 00° 01' 09" E, at 379.28 feet pass a concrete monument marking the Travis and Hays County lines for a total distance of 1545.62 feet to a concrete monument found;

THENCE, N 00° 17' 55" E, for a distance of 388.69 feet to a concrete monument found at the point of curvature of a curve to the right;

THENCE, with the said curve to the right having a central angle of 30° 47' 38", a radius of 1402.42 feet. a chord of 744.70 (chord bears N 15° 41' 45" E), for an arc distance of 753.74 feet to the point of tangency;

THENCE, N 31° 05' 55" E, for a distance of 1682.33 feet to a concrete monument found at the point of curvature of a transition curve to the right;

THENCE, with the said transitional curve to the right having a central angle of 06° 49' 48", a beginning radius of 2834.50 feet, an ending radius of 2824.50 feet, a chord of 337.10 (chord bears N 36° 09' 37" E), for an arc distance of 337.30 feet to a concrete monument found at the point of tangency;

THENCE, N 37° 56' 03" E, continuing with the said right-of-way of F.M. 1826, for a distance of 443.20 feet to an iron pipe found;

THENCE, N 37° 57' 53" E, at approximately 7.5 feet pass the northwest corner of the said 654.52 acre tract being the southwest corner of the aforesaid 327.17 acre tract for a total distance of 239.19 feet to a concrete monument found at the point of curvature of a curve to the left;

THENCE, with the said curve to the left, having a central angle of 07° 26' 32", a radius of 1950.03, a chord of 253.12 feet (chord bears N 34° 05' 33" E), for an arc distance of 253.29 feet to a concrete monument found at the point of tangency;

THENCE, N 30° 29' 37" E, at 10.63 feet pass an iron rod found at the south line of a 60 foot roadway easement conveyed to David Barrow by deed recorded in Volume 3420, Page 18 of the Deed Records of Travis County, Texas, at 70.70 feet pass an iron rod found at the north line of the above said 60 feet easement, for a total distance of 1017.58 feet to an iron rod found for the northwest corner of the said 327.17 acres being the southwest corner of the aforesaid 244.57 acre;

THENCE, N 30° 28' 37" E, for a distance of 2099.60 feet to a concrete right-of-way monument found at the point of curvature of a curve to the right;

THENCE, with the said curve to the right, having a central angle of 46° 48' 09", a radius of 1105.91 feet, a chord of 878.46

(chord bears N 53° 53' 50' E) for an arc distance of 903.37 feet to a concrete right-of-way monument found at the point of tangency;

THENCE, N 77° 19' 10" E, for a distance of 189.23 feet to the PLACE OF BEGINNING, CONTAINING within these metes and bounds 2807.1345 acres (122,278,780 square feet) of land area.

Tract 2
Total 538.5087 Acres

EXHIBIT "B"

Continued

538.5087 Acres

STATE OF TEXAS :

COUNTY OF TRAVIS :

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 538.5087 acres situated in the John Brite Survey No. 63, the Jesse Williams Survey No. 62, the John Moore Survey No. 66, and the Samuel Hamilton Survey No. 16, in Travis County, Texas, being all of Tract 1 and Tract 2 of 154.44 acres and 70.96 acres, both tracts described in a warranty deed to Gary Bradley, Trustee as recorded in Volume 8114, Page 361; said Tracts 1, and 2 being further described in a deed of trust to Gery Bradley, Trustee, recorded in Volume 8115, Page 360, all that 67.4598 acre tract described in a deed to Gary Bradley, Trustee, recorded in Volume 8375, Page 402, and a 245.6697 acre portion of that 1251.2783 acre tract conveyed in a warranty deed unto Gary L. Bradley, Trustee, as recorded in Volume 8882, Page 702, all of the Deed Records of Travis County, Texas, and is more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found in the east right of way line of State Highway F.M. 1826 (80' wide). For the most westerly northwest corner of the said Tract 2 (70.96 acres) said iron rod being in the south line of those tracts of land conveyed to OAK HILL HEIGHTS JOINT VENTURE in Volume 8154, Page 552, and is the most westerly point of a Boundary Line Agreement between Jack Mann and Josephene Turnbull as described in Volume 1133, Page 464 of the aforementioned deed records;

THENCE, in a southeasterly direction along the line as established by the said boundary line agreement and the north line of Tract 2 of 70.96 acres with the following courses:

S 59° 22' 13" E, 133.45 feet to an iron pipe found,
S 59° 33' 32" E, 676.69 feet to an iron rod found,
S 59° 53' 12" E, 415.00 feet to an iron rod found,
S 60° 13' 30" E, 358.42 feet to an iron rod found,

THENCE, S 60° 29' 18" E, 157.98 feet to an iron pipe found for the northeast corner of the said Tract 2 (70.96 acres) and the northwest corner of the said tract (154.44 acres);

THENCE, continuing along the line established by the said boundary line agreement, and the north line of Tract 1 (154.44 acres) with the following courses;

S 60° 27' 13" E, 482.95 feet to an iron pipe found,
S 60° 59' 20" E, 834.39 feet to an iron pipe found,
S 61° 14' 02" E, 646.28 feet to an iron pipe found,
S 61° 41' 08" E, 306.72 feet to an iron pipe found,

THENCE, S 62° 06' 50" E, 332.04 feet to an iron pipe found in the east line of the Jesse Williams Survey No. 62 for the most easterly corner of the aforementioned boundary line agreement and the northeast corner of the said Tract 1; being a point in the west line the Samuel W. Hamilton Survey No. 16 and a 479.58 acre tract conveyed to Gary L. Bradley by deed recorded in Volume 8032, Page 85 of the said Deed Records;

THENCE, S 30° 05' 47" W, along the common line between the Jesse Williams Survey No. 62, and the Samuel W. Hamilton Survey No. 16 for a distance of 2399.06 feet to an iron rod found for the southeast corner of Tract 1 (154.44 acres), and the northeast corner of the before mentioned 67.4598 acre tract;

THENCE, S 29° 50' 30" W, continuing with the common line between the Jesse Williams Survey No. 62, and the Samuel Hamilton Survey No. 16, for a distance of 276.17 feet to an iron pipe

found at the southwest corner of the said 479.58 acre tract, being also a point in the centerline of an easement conveyed to Humble Pipeline Co. by deed recorded in Volume 993, Page 355 of the said Deed Records, and the most northerly northwest corner of the said 245.6697 acre tract;

THENCE, S 70° 11' 10" E, along the common line between the 245.6697 acre tract and the 479.58 acre Bradley tract, at a distance of 600.33 feet pass an iron pipe found, at 1831.37 feet pass an iron pipe found, at 5326.72 feet pass an iron pipe found for the southwest corner of a 100.00 acre tract conveyed to Texas Commerce Trust Co. by a deed recorded in Volume 7006, Page 1505 of the said Deed Records, at a distance of 6064.65 feet pass an iron pipe found, and for a total distance of 6651.83 feet to an iron pipe found for the southeast corner of the said Texas Commerce Trust Co. tract in the west line of a 444.20 acre tract conveyed to Dahlstrom Enterprises by deed recorded in Volume 5745, Page 1707 of the said Deed Records;

THENCE, S 30° 40' 24" W, with the common line between the Dahlstrom 444.20 acre tract and the 245.6697 acre tract, 448.59 feet to an iron rod found;

THENCE, S 30° 40' 33" W, continuing with the said common line for a distance of 450.39 feet to an iron pipe found;

THENCE, S 72° 00" 01" E, 158.07 feet continuing with the said common line to an iron rod found near the center of Slaughter Creek;

THENCE, S 02° 18' 37" E, continuing with the said common line between the Dahlstrom tract and the 245.6697 acre tract a distance of 230.03 feet to an iron rod found for a corner of this tract, said corner bears N 02° 18' 37" W, 194.47 feet from an iron rod found for a point in this common line herein described;

THENCE, in a westerly direction along the north boundary of a 412.00 acre tract of proposed parkland with the following courses:

N 88° 08' 48" W, 198.82 feet to an iron rod found,
S 46° 02' 03" W, 299.40 feet to an iron rod found,
N 82° 19' 21" W, 292.38 feet to an iron rod found,
N 66° 57' 38" W, 922.12 feet to an iron rod found,
N 09° 52' 09" E, 261.80 feet to an iron rod found,

THENCE, N 00° 35' 05" E, 328.33 to an iron rod found on a curve to the right;

THENCE, with the said curve to the right having a central angle of 15° 22' 46", a radius of 4700.00 feet, a long chord of 1257.79 feet (chord bears S 84° 13' 04" W) for an arc distance of 1261.58 feet to an iron rod found;

THENCE, in a westerly direction continuing along the northerly boundary of the proposed parkland with the following courses;

S 06° 25' 40" W, 294.82 feet to an iron rod found;
S 83° 39' 03" W, 762.23 feet to an iron rod found;
S 59° 41' 54" W, 692.26 feet to an iron rod found;
N 25° 13' 03" W, 300.06 feet to an iron rod found;
N 45° 15' 23" W, 377.41 feet to an iron rod found;
N 31° 49' 56" W, 693.89 feet to an iron rod found;

THENCE, N 23° 38' 57" E, 177.76 feet to an iron rod found on a curve to the right;

THENCE, with the said curve to the right having a central angle of 12° 50' 55", a radius of 4700.00 feet a long chord of 1051.76 feet (chord bears N 55° 10' 41" W) for an arc distance of 1053.97 feet to an iron rod found;

THENCE, continuing with the northerly boundary of the said parkland with the following courses;

S 36° 53' 46" W, 330.48 feet to an iron rod found;
N 23° 06' 04" W, 313.26 feet to an iron rod found;
N 60° 11' 31" W, 431.66 feet to an iron rod found;

THENCE, N 33° 11' 33" W, 278.46 feet to an iron rod found in the west line of the Samuel W. Hamilton Survey No. 16, and the east line of the aforementioned 67.4598 acre Bradley tract;

THENCE, S 30° 05' 17" W, with the common line between the John Brite Survey No. 63 and the Samuel Hamilton survey No. 16, for a distance of 213.61 feet to an iron rod found in the centerline of an existing Shell Oil Co. pipeline, for the southeast corner of the 67.4598 acre tract;

THENCE, N 28° 08' 04" W, 2025.54 feet to an iron rod found for an interior corner of the 67.4598 acre tract in the centerline of the said Humble Pipeline Co. easement;

THENCE, N 70° 21' 34" W, 1386.97 feet to an iron rod found at the intersection of the said Humble Pipeline Co. easement with the east line of a 3.48 acre tract conveyed to Dan Scranton by a deed recorded in Volume 4217, Page 236 of the deed records of Travis County, Texas, for the southwest corner of the 67.4598 acre tract;

THENCE, N 32° 11' 17" E, at 144.68 feet pass an iron rod found for the northeast corner of the Scranton Tract and the southeast corner of a 3.45 acre tract conveyed to Arnold A. Jensen by deed recorded in Volume 7101, Page 123 of the aforementioned deed records, and continuing for a total distance of 404.54 feet to an iron rod found for the northeast corner of said Jensen tract and the southeast corner of a 3.42 acre tract conveyed to John T. Alexander, by deed recorded in Volume 5019, Page 1341 of the said Deed Records;

THENCE, N 32° 04' 03" E, 259.87 feet to an iron rod found for the northeast corner of the Alexander tract and the southeast corner of a 3.23 acre tract conveyed to L. Van Sickle by deed recorded in Volume 4822, Page 1413 of the said Deed Records;

THENCE, N 32° 08' 30" E, 199.96 feet to an iron pipe found for the northeast corner of said Van Sickle tract and the northwest corner of the 67.4598 acre tract mentioned above, said iron pipe being in the south Tract 1 (154.44 acres);

THENCE, with the south line of Tract 1, and the north line at the Van Sickle tract N 59° 39' 43" W, 28.23 feet to a nail found in a cedar tree;

THENCE, N 40° 40' 12" W, 238.75 feet to a 2" steel pipe found at a cattle guard; for the southwest corner of Tract 1 and the southeast corner of Tract 2 mentioned above;

THENCE, N 60° 56' 10" W, 7.46 feet to a second 2" steel pipe found;

THENCE, N 75° 39' 02" W, 40.48 feet to an iron rod found;

THENCE, N 57° 52' 12" W, 807.30 feet to an iron rod found at a fence corner;

THENCE, N 07° 29' 32" W, 16.38 feet to a nail found in a fence corner post found at a cattle guard;

THENCE, N 63° 18' 41" W, 6.83 feet to a nail found in a fence corner post found for a corner;

THENCE, S 81° 33' 38" W, 17.89 feet to an iron rod found for a northwest corner of a 3.41 acre that conveyed to Edwin Dudley

by deed recorded in Volume 6405, Page 1177 of the said Deed Records; being the southwest corner of Tract 2 (70.96 acres) and is in the east line of State Highway F.M. 1826;

THENCE, N 30° 54' 59" E, along the east line of State Highway F.M. 1826, 632.18 feet to a concrete monument found at an angle point;

THENCE, N 28° 27' 31" E, continuing with the said east line of State Highway F.M. 1826 a distance of 393.09 feet to a concrete monument found at the point of curvature of a curve to the left;

THENCE, continuing along the said east line of the State Highway with the said curve to the left having a central angle of 6° 30' 44", a radius of 3859.21, a long chord of 438.40 (chord bears N 25° 04' 58" E) for an arc distance of 438.64 feet to a concrete monument found for the point of tangency;

THENCE N 21° 50' 08" E, 774.26 feet to the PLACE OF BEGINNING CONTAINING within these metes and bounds 538.5087 acres (23,457,440 square feet) of land area.

EXHIBIT B
Tract 3
226.6202 Acres
Less 11.7446 Acres (Exhibit 1)
Less 5.1589 Acres (Exhibit 2)

STATE OF TEXAS :

COUNTY OF TRAVIS :

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 226.6202 acres situated in the 2760.96 acre "option tract" described by deed recorded in Volume 8063, Page 630 of the Deed Records of the Travis County, Texas and is described as part of that 17.775 acre tract conveyed to Ira Yates by deed recorded in Volume 6886, Page 2396, and that 7.894 acre tract conveyed to Polly Brooks by deed recorded in Volume 7812, Page 564, a portion of that 87.582 acre tract conveyed to Ira Yates by deed recorded in Volume 6886, Page 2396, and a portion of that 120.067 acre tract conveyed to Ira Yates by deed recorded in Volume 6884, Page 924 all in the Deed Records of Travis County, Texas. The herein described tract is more particularly described by metes and bounds as follows;

BEGINNING at an iron rod found at the most easterly corner of the 2760.96 acre option tract and the northeast corner of the above mentioned 17.775 acre tract in the west right of way line of Brodie Lane;

THENCE, S 30° 30' 08" W, with the west line of Brodie Lane and the east line of the 2760.96 acre "Option Tract" at approximately 200 feet pass the southeast corner of the 17.775 acre tract and the northeast corner of the above said 7.894 acre tract, at approximately 290.00 feet pass the southeast corner of the 7.894 acre tract, and the northeast corner of the said 87.582 acre tract at 500.00 feet pass an iron rod found, at 1289.81 feet pass an iron pipe found for the southeast corner of the 87.582 acre tract and the northeast corner of the 120.067 acre tract, at 1661.13 feet pass an iron rod found in the north line of a 6.98 acre tract conveyed to Dahlstrom Enterprises in Volume 7772, Page 850 of the said Deed Records, at 1811.00 feet pass an iron rod found at the south line of the said 6.98 acre tract, for a total distance of 2587.89 feet to an iron rod found for the southeast corner of the 120.067 acre tract in the north line of a 400.00 acre tract conveyed to George Barker in Volume 409, Page 158 of the above said Deed Records;

THENCE, along the north line of the Barker 400.00 acre tract and the south line of the 120.067 acre tract with the following courses;

N 59° 23' 14" W, 357.99 Feet to an iron pipe found,
N 59° 39' 36" W, 234.36 feet to an iron pipe found,
N 60° 26' 39" W, 371.13 feet to an iron pipe found,
N 60° 19' 49" W, 607.54 feet to an iron pipe found,
N 60° 15' 08" W, 968.19 feet to a nail found in a fence post,
N 60° 45' 22" W, 9.27 feet to a nail found in a fence post,
N 59° 35' 12" W, 815.61 feet to an iron pipe found,

THENCE, N 59° 25' 45" W, 410.57 feet to an iron pipe found for an ell corner in the 2760.96 acre tract and the northwest corner of the said 400.00 acre Barker tract;

THENCE, N 31° 26' 44" E, 407.72 feet to an iron rod found;

THENCE, N 28° 04' 16" E, at 292.60 feet pass an iron rod found at a fence corner for an interior corner of the 2760.96 acre option tract; and the southerly corner of that certain 39.80 acre tract conveyed to James W. Akin, and continuing with the common line between the Akin tract and the 2760.96 acre option tract a total distance of 844.59 feet to an iron rod found;

THENCE, N 29° 18' 16" E, continuing with the said common line 504.48 feet to an iron rod found;

THENCE, N 29° 51' 30" E, at 553.69 feet pass an iron rod found for the northwest corner of the aforementioned 87.582 acre tract and the southwest corner of the 7.894 acre tract, for a total distance of 843.60 feet to an iron rod found at the northwest corner of the above mentioned 17.779 acre tract in the east line of the 444.20 acre tract conveyed to Dahlstrom Enterprises by deed recorded in Volume 5745, Page 1707 of the said Deed Records and is the southwest corner of a tract of land owned by Clare Brooks Chastain described in a deed recorded in Volume 6887, Page 178 of the Travis County Deed Records;

THENCE, along the northerly line of the 2760.96 acre option tract with the following courses:

S 59° 57' 00" E, 638.74 feet to an iron rod found,
S 59° 53' 05" E, 941.26 feet to an iron pipe found,
S 59° 44' 07" E, 887.29 feet to an iron pipe found,
S 59° 25' 09" E, 385.48 feet to an iron pipe found,

THENCE, S 59° 38' 47" E, at 520.87 feet pass an iron rod found, for a total distance of 528.66 feet to an iron pipe found in the said northerly line;

THENCE, S 59° 39' 21" E, 442.22 feet to the PLACE OF BEGINNING CONTAINING within these metes and bounds 226.6202 acres, (9,871,575 square feet) of land area, SAVE and EXCEPT that 11.7446 acres described in Exhibit "1" attached hereto, and SAVE AND EXCEPT that 5.1589 acres described in Exhibit "2".

EXHIBIT 1
11.7446 Acres

STATE OF TEXAS :

COUNTY OF TRAVIS :

FIELDNOTE DESCRIPTION of a strip of land (120.00 feet wide) containing 11.7446 acres to be saved and excepted from Exhibit "A" attached hereto, situated in the Samuel W. Hamilton Survey No. 16, Travis County, Texas, being a portion of that 2760.96 acre "option tract" described in a deed recorded in Volume 8063, Page 630 of the Travis County Deed Records; The herein described tract is all those tracts conveyed to Dahlstrom Enterprises, Inc. and described as Tract One (6.98 acres), Tract Two (4.48 acres) and Tract Three (0.04 acres) in a deed recorded in Volume 7772, Page 850 of the said deed records and all that 0.24 acre tract being saved and excepted from that 7.894 acre tract conveyed to Polly B. Brooks by deed recorded in Volume 7812, Page 564 of the Travis County Deed Records. The herein described tract is more particularly described by metes and bounds as follows;

COMMENCING at an iron rod found at the most easterly corner of the 2760.96 acre option tract and the northeast corner of the above mentioned 17.775 acre tract in th west right-of-way line of Brodie Lane;

THENCE, S 30° 30' 08" W, with the west line of Brodie Lane and the east line of the 2760.96 acre option tract at approximately 200.00 feet pass the southeast corner of the 17.775 acre tract, at approximately 290.00 feet pass the southeast corner of the 7.894 acre tract, and the northeast corner of the said 87.582 acre tract, at 1289.81 feet pass the southeast corner of the 87.582 acre tract and the northeast corner of the 120.067 acre tract in all a total distance of 1661.13 feet to an iron rod set for the most easterly corner of the said 6.98 acre tract and the point beginning of the herein described tract;

THENCE, S 30° 30' 08" W, continuing with the said west line of Brodie Lane and the east line of this tract being described, 150.00 feet to an iron rod set for the most southerly corner of the herein described tract, and the 6.98 acre tract;

THENCE, N 14° 31' 08" W, 21.21 feet to an iron rod set for a corner;

THENCE, N 59° 31' 08" W, 789.45 feet to an iron rod found at the point curvature of a curve to the right;

THENCE, with the said curve to the right having a central angle of 39° 41' 07", a radius of 3430.00 feet, a long chord of 2328.55 feet, (chord bears N 39° 40' 34" W.) at an arc distance along said curve of 1865.61 feet pass the northwest corner of the 6.98 acre tract and a southerly corner of the 4.48 acre tract mentioned above for a total arc distance of 2375.76 feet to an iron rod found at the point of tangency;

THENCE, N 19° 50' 00" W, at a distance of 1071.89 feet to an iron rod set in a west line of the 2760.96 acre option tract for a corner of the 4.48 acre tract described above;

THENCE, N 29° 51' 30" E, at 15.64 feet pass an iron rod found for the northwest corner of the aforementioned 87.582 acre tract and the southwest corner of the 7.894 acre tract mentioned above for a total distance of 157.36 feet to an iron rod set for the most northerly corner of Tract Three (0.04 acres) said point bears S 29° 51' 30" W, a distance of 148.19 feet from an iron rod found for the northwest corner of that 17.775 acre tract conveyed to Ira Yates by deed recorded in Volume 6886, Page 2396 of the said Deed Records;

THENCE, S 19° 50' 00" E, at approximately 80.54 feet pass the southeast corner of Tract Three (0.04 acres), at approximately 220.78 feet pass the southeast corner of the 0.24 acre tract, and for a total distance 1173.68 feet to an iron rod found for the point of curvature of a curve to the left;

THENCE, with the said curve to the left having a central angle of 39° 41' 07", a radius of 3310.00 feet, a long chord of 2247.09 feet (chord bears S 39° 40' 34" E.), at an arc distance of approximately 699.19 feet pass the southeast corner of Tract Two (4.48 acres); for a total arc distance of 2292.84 feet to an iron rod found at the point of tangency of this curve;

THENCE, S 59° 31' 08" E, 789.49 feet to an iron rod set for a corner;

THENCE, N 75° 28' 52" E. 21.22 feet to the PLACE OF BEGINNING CONTAINING within these metes and bounds 11.7446 acres (511.595 square feet) of land area.

EXHIBIT 2
5.1589 Acres

5.1589 acres of land in the Samuel W. Hamilton Survey No. 16, in Travis County, Texas, being more particularly described with other property in Deed recorded in Volume 8882, Page 748, Real Property Records of Travis County, Texas.

TRACT 4
(Exhibit "B" continued)
100.0000 Acres
(4,356,000 Square Feet)

J. Burleson Survey No. 64 A-113
March 21, 1986
86051.10:3306

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 100.0000 acres situated in the J. Burleson Survey No. 64, Abstract No. 113, Travis County, Texas, being portions of those four tracts of land containing 100.00 acres each, conveyed to Carlene H. Klaus, Carl Hielscher, Ursula Hielscher and Amelia Mettke, by deed recorded in Volume 4397, Page 266, Volume 4397, Page 260, Volume 4397, Page 263, and Volume 4397, Page 269 respectively, all in the deed records of Travis County, Texas. The herein described tract is more particularly described by metes and bounds and follows:

COMMENCING at an iron rod found at a fence corner post for the southeast corner of a 106.2205 acre tract conveyed to Circle C Development Corp. by a deed recorded in Volume 9197, Page 471, of the above said deed records and is also the southeast corner of a 327.17 acre tract conveyed to Circle C Development Corp. by deed recorded in Volume 9197, Page 385 of the said deed records, said rod being in the apparent common line between the Thomas Brite Survey No. 65, and the Samuel Hamilton Survey No. 16, Travis County, Texas;

THENCE, N 30° 31' 27" E, with the common line between the Thomas Brite Survey No. 65, and the Samuel Hamilton Survey No. 16, for a distance of 2848.07 feet to an iron rod found for the northeast corner of the said 106.2205 acre tract, the southeast corner of the Amelia Mettke tract and the POINT OF BEGINNING of the herein described tract;

THENCE, N 60° 05' 18" W, with the apparent common line between the Thomas Brite Survey No. 65, the J. Burleson Survey No. 64, as fenced and used upon the ground, 1501.68 feet to an iron rod found in the south line of the Ursula Hielscher tract, for the northwest corner of the 106.2205 acre tract and an easterly corner of the 327.17 acre tract mentioned above;

THENCE, N 59° 21' 25" W, continuing with the common line between the said surveys, and a northeasterly line of the 327.17 acre tract, 808.01 feet to an iron rod found in the south line of the Carlene H. Klaus tract;

THENCE, N 59° 25' 41" W, continuing with the common line between the said surveys, 695.27 feet to a nail found in a cedar tree for an interior ell corner of the 327.17 acre tract, and the apparent southwest corner of the Carlene H. Klaus tract;

THENCE, N 28° 51' 46" E, with the common line as fenced and used upon the ground between the Carlene H. Klaus tract and the 327.17 acre tract, 441.19 feet to an iron rod found;

THENCE, N 28° 58' 57" E, continuing with the said common line 751.92 feet to an iron rod found for the northeasterly corner of the said 327.17 acre tract, the southeasterly corner of a 244.57 acre tract conveyed to Circle C Development Corp. by deed recorded in Volume 9197, Page 385 of the said deed records;

THENCE, N 28° 55' 58" E, with the common line between the 244.57 acre tract and the Carlene H. Klaus tract, 257.55 feet to an iron rod set for the northwest corner of the herein described tract;

THENCE, S 59° 06' 19" E, crossing the Carlene H. Klaus, Carl Hielscher, Ursula Hielscher and Amelia Mettke tract, a distance of 3054.27 feet to an iron rod set in the said common line between the J. Burleson Survey No. 64, Abstract No. 113, and the Samuel Hamilton Survey No. 16; and is also the east line of the Amelia Mettke tract, and the west line of a 582.5503 acre tract conveyed to Circle C Development Corp. by deed recorded in Volume 9197, Page 385 of the aforementioned deed records;

J. Burleson Survey No: 64 A-113
March 21, 1986
86051.10:3306

THENCE, S 30° 53' 41" W, with the common line between the Amella Mettke tract and the 582.5503 acre tract, 1416.57 feet to the PLACE OF BEGINNING, CONTAINING 100.0000 acres (4,356,000 square feet of land area within these metes and bounds.

FILED

1988 FEB 16 PM 4 02

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

FEB 16 1988

COUNTY CLERK
TRAVIS COUNTY, TEXAS