

WILLIAMSON COUNTY CLERK
OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 9230817

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN THE PLAT RECORDS

IN CABINET K SLIDE(S) 112

MILWOOD SECTION THIRTY - THREE B

THE STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I, ELAINE BIZZELL, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 18th DAY OF September, 1992, A.D., AT 11:00 O'CLOCK A.M., and WAS DULY RECORDED ON THE 18th DAY OF September, 1992, A.D., AT 2:30 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY, IN CABINET K AT SLIDE(S) 112-113.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

ELAINE BIZZELL, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS

BY Leeie Hammett



SURVEYOR CERTIFICATE:

I, BILLY H. TRIMBLE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 13 OF THE AUSTIN CITY CODE, OF 1981, AS AMENDED, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

SURVEYING BY:

TRIMBLE & ASSOCIATES LAND SURVEYING



Billy H. Trimble 9.15.92
 BILLY H. TRIMBLE, R.P.#4037 DATE
 1250 CAPITAL OF TEXAS HIGHWAY, 11-212
 AUSTIN, TEXAS 78746

ENGINEER CERTIFICATE:

I, FRED C. LOCKWOOD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 13 OF THE AUSTIN CITY CODE OF 1981, AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

FLOODPLAIN NOTE: THIS SUBDIVISION IS NOT WITHIN THE 100-YEAR FLOODPLAIN OF ANY WATERCOURSE. SEE ALSO FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL #48491C0325C DATED SEPTEMBER 27, 1991, FOR WILLIAMSON COUNTY, TEXAS.

NO LOT WITHIN THIS SUBDIVISION IS ENCHANCED BY ANY AREA WHICH IS SUBJECT TO 1% CHANCE OF FLOODING DURING ANY GIVEN YEAR.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Fred C. Lockwood 9-13-92
 FRED C. LOCKWOOD, P.E.
 LOCKWOOD ENGINEERS, INC.
 1250 CAPITAL OF TEXAS HIGHWAY, 111-212
 AUSTIN, TX 78746



- ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO THE CITY OF AUSTIN URBAN STREET STANDARDS.
- SIDEWALKS ARE REQUIRED ALONG EACH SIDE OF TAMAYO DRIVE, TO CITY OF AUSTIN STANDARDS.
- SIDEWALKS SHALL BE COMPLETED PRIOR TO THE ACCEPTANCE OF ANY TYPE I, TYPE II, OR TYPE IV DRIVEWAY APPROACH AND ISSUANCE OF A CERTIFICATE OF COMPLIANCE OR OCCUPANCY.
- WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH AUSTIN MUNICIPAL DISTRICT NO. 1.
- THIS SUBDIVISION PLAT WAS APPROVED AND RECORDED BEFORE THE CONSTRUCTION AND ACCEPTANCE OF STREETS AND OTHER SUBDIVISION IMPROVEMENTS. PURSUANT TO THE TERMS OF A SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE SUBDIVIDER AND THE CITY OF AUSTIN, DATED September 9, 1992, THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL IMPROVEMENTS NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION. THIS RESPONSIBILITY MAY BE ASSIGNED IN ACCORDANCE WITH THE TERMS OF THAT AGREEMENT.
 FOR THE SUBDIVISION IMPROVEMENTS AGREEMENT PERTAINING TO THIS SUBDIVISION, SEE SEPARATE INSTRUMENT RECORDED IN VOLUME 2192, PAGE 890, IN THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.
- THIS PROPERTY SHALL BE DEVELOPED AND MAINTAINED IN ACCORDANCE WITH THE AGREEMENT CONCERNING CREATION AND OPERATION OF THE NORTH AUSTIN M.U.D. NO. 1. LAND USE SHALL CONFORM WITH THE REFERENCED LAND PLAN.

GENERAL NOTE:

"BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS, AND WILLIAMSON COUNTY ON-SITE SEWERAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

D.M. Mack Purcell 09/15/92
 D.M. MACK PURCELL DATE
 DIRECTOR OF ENVIRONMENTAL SERVICES"

METES AND BOUNDS DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE W.J. BAKER SURVEY, ABSTRACT NO. 64, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO MILWOOD JOINT VENTURE II, OF RECORD IN VOLUME 2177 PAGE 622 OF THE WILLIAMSON COUNTY, TEXAS, DEED RECORDS SAID TRACT BEING 2.113 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- BEGINNING AT AN IRON ROD SET IN THE CURVING NORTHERLY R.O.W. LINE OF TAMAYO DRIVE OF RECORD IN VOLUME 1976 PAGE 450 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH SAID POINT OF BEGINNING THE NORTHEAST CORNER OF MILWOOD SECTION THIRTY-TWO A SUBDIVISION OF RECORD IN CABINET 1, SLIDES 64-67 OF THE WILLIAMSON COUNTY, TEXAS PLAT RECORDS BEARS S65°54'38"E 268.11 FEET AND FROM WHICH SAID POINT OF BEGINNING THE NORTHWEST CORNER OF THE W.J. BAKER SURVEY, ABSTRACT NO. 64, BEARS N76°19'15"W 2892.17 FEET;
- THENCE LEAVING SAID TAMAYO DRIVE FOR A WEST LINE OF THE HEREIN DESCRIBED TRACT N36°42'31"W 125.00 FEET TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
- THENCE FOR A NORTH LINE OF THE HEREIN DESCRIBED TRACT N56°14'05"E 120.17 FEET TO AN IRON ROD SET AND N71°44'00"E 349.42 FEET TO AN IRON ROD SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
- THENCE FOR AN EAST LINE OF THE HEREIN DESCRIBED TRACT S18°16'00"E 120.00 FEET TO AN IRON ROD SET IN THE NORTH LINE OF SAID TAMAYO DRIVE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- THENCE CROSSING SAID TAMAYO DRIVE S28°23'16"E 71.11 TO AN IRON ROD SET IN THE SOUTH LINE OF SAID TAMAYO DRIVE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- THENCE WITH THE SOUTH LINE OF SAID TAMAYO DRIVE FOR A NORTH LINE OF THE HEREIN DESCRIBED TRACT N71°44'00"E 251.78 FEET TO AN IRON ROD SET FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
- THENCE LEAVING SAID TAMAYO DRIVE FOR A EAST LINE OF THE HEREIN DESCRIBED TRACT S18°16'00"E 125.00 FEET TO AN IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
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- THENCE WITH THE NORTH LINE OF SAID TAMAYO DRIVE FOR A SOUTH LINE OF THE HEREIN DESCRIBED TRACT S71°44'00"W 236.61 FEET TO AN IRON ROD FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 597.63 FEET AND AN ARC DISTANCE OF 192.36 FEET WHOSE CHORD BEARS S62°30'45"W 191.53 FEET TO THE PLACE OF BEGINNING CONTAINING 2.113 ACRES OF LAND.

- WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT FOR REVIEW.
- NO LOT WITHIN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE NORTH AUSTIN M.U.D. NO. 1, WATER & WASTEWATER SYSTEMS.
- SITE DEVELOPMENT PERMIT:** PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY OR DUPLEX, ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
- RETENTION NOTE:** PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN, DEPARTMENT OF PLANNING AND DEVELOPMENT FOR REVIEW. RAINFALL RUNOFF WILL BE HELD TO THE AMOUNT ESTABLISHED BY THE REGIONAL DETENTION PLANS APPROVED BY THE CITY OF AUSTIN. RUN-OFF IN EXCESS OF THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION SYSTEM SHALL BE DETAILED BY THE USE OF PONDING OR OTHER APPROVED METHODS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN THE DRAINAGE EASEMENT EXCEPT AS APPROVED BY THE CITY OF AUSTIN/COUNTY ENGINEER.
- FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH SPECIFIC APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE URBAN TRANSPORTATION DEPARTMENT AND THE DEPARTMENT OF PLANNING AND DEVELOPMENT.
- NO CUT OR FILL ON ANY LOT SHALL EXCEED A MAXIMUM OF FOUR FEET OF DEPTH. EXCEPT FOR STRUCTURAL EXCAVATION, NO CUT ON ANY LOT SHALL BE GREATER THAN FOUR FEET.
- EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY AND DUPLEX CONSTRUCTION, IN ACCORDANCE WITH THE CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL.
- ALL SIGNS SHALL BE IN ACCORDANCE WITH THE AUSTIN SIGN ORDINANCE, CHAPTER 13-2, ARTICLE VII.
- THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CHAPTER 13-2, ARTICLE V, AND CHAPTER 13-7, ARTICLE I, OF THE 1981 CITY CODE OF AUSTIN AS AMENDED. LAND IN THIS SUBDIVISION IS RESTRICTED TO THE IMPERVIOUS COVER LIMITATION OF CHAPTER 13-2, ARTICLE V OF THE 1981 CITY CODE OF AUSTIN AS AMENDED.
- MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 13-7, ARTICLE I, THE ENVIRONMENTAL CRITERIA MANUAL, AND OTHER ORDINANCES AND REGULATIONS OF THE CITY.

MILWOOD SECTION THIRTY - THREE B

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COUNTY OF WILLIAMSON:

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Fred C. Lockwood 9-13-92
 FRED C. LOCKWOOD, P.E.
 LOCKWOOD ENGINEERS, INC.
 1250 CAPITAL OF TEXAS HIGHWAY, III-1
 AUSTIN, TX 78746



12. ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO THE CITY OF AUSTIN URBAN STREET STANDARDS.
13. SIDEWALKS ARE REQUIRED ALONG EACH SIDE OF TAMAYO DRIVE, TO CITY OF AUSTIN STANDARDS.
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D.M. Mack Purcell 09/15/92
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1. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE CITY OF AUSTIN AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE CITY OF AUSTIN, WATER AND WASTEWATER DEPARTMENT FOR REVIEW.
2. NO LOT WITHIN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE NORTH AUSTIN M.U.D. NO. 1, WATER & WASTEWATER SYSTEMS.
3. **SITE DEVELOPMENT PERMIT:** PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY OR DUPLEX, ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
4. **RETENTION NOTE:** PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN, DEPARTMENT OF PLANNING AND DEVELOPMENT FOR REVIEW. RAINFALL RUNOFF WILL BE HELD TO THE AMOUNT ESTABLISHED BY THE REGIONAL DETENTION PLANS APPROVED BY THE CITY OF AUSTIN. RUN-OFF IN EXCESS OF THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION SYSTEM SHALL BE DETAILED BY THE USE OF PONDING OR OTHER APPROVED METHODS.
5. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN THE DRAINAGE EASEMENT EXCEPT AS APPROVED BY THE CITY OF AUSTIN/COUNTY ENGINEER.
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7. NO CUT OR FILL ON ANY LOT SHALL EXCEED A MAXIMUM OF FOUR FEET OF DEPTH. EXCEPT FOR STRUCTURAL EXCAVATION, NO CUT ON ANY LOT SHALL BE GREATER THAN FOUR FEET.
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9. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE AUSTIN SIGN ORDINANCE, CHAPTER 13-2, ARTICLE VII.
10. THIS SUBDIVISION SHALL BE DEVELOPED, CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CHAPTER 13-2, ARTICLE V, AND CHAPTER 13-7, ARTICLE I, OF THE 1981 CITY CODE OF AUSTIN AS AMENDED. LAND IN THIS SUBDIVISION IS RESTRICTED TO THE IMPERVIOUS COVER LIMITATION OF CHAPTER 13-2, ARTICLE V OF THE 1981 CITY CODE OF AUSTIN AS AMENDED.
11. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN CHAPTER 13-7, ARTICLE I, THE ENVIRONMENTAL CRITERIA MANUAL, AND OTHER ORDINANCES AND REGULATIONS OF THE CITY.

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

NOTICE OF DEDICATORY INSTRUMENTS
FOR
THE BLUFFS AT MILWOOD OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions, and Restrictions Milwood Section Forty-A, filed as Document No 9853595 in the Official Records of Williamson County, Texas (together with all supplements and amendments, the "**Declaration**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of The Bluffs at Milwood Owners Association, Inc. (the "**Association**");

WHEREAS Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located; and

WHEREAS the Association desires to file of record one or more dedicatory instruments in compliance with the cited statute;

THEREFORE the Association does hereby file the attached dedicatory instruments of record to put members of the public on notice of their existence and substance.

THE BLUFFS OF MILWOOD OWNERS ASSOCIATION, INC.



By: Chloe M. Love
Title: Attorney-in-Fact

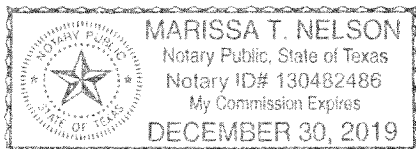
Exhibit "A": Articles of Incorporation

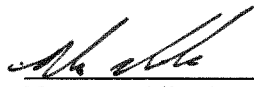
Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 2nd day of December, 2016, by Chloe M. Love in the capacity stated above.




Notary Public, State of Texas

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

File Server:CLIENTS:Bluffs@Milwood:NODIArticles12-16.doc

**ARTICLE VI
Board of Directors**

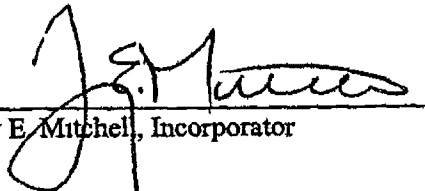
The number of directors constituting the initial Board of Directors of the Association is three (3) and the names and address of the persons who are to serve as the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
Terry E. Mitchell	4515 Seton Center Parkway Suite 200 Austin, Texas 78759
Steve Herring	4515 Seton Center Parkway Suite 200 Austin, Texas 78759
Bryan Rome	4515 Seton Center Parkway Suite 200 Austin, Texas 78759

**ARTICLE VII
Incorporator**

The name and street address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Terry E. Mitchell	4515 Seton Center Parkway Suite 200 Austin, Texas 78759



 Terry E. Mitchell, Incorporator

2016113327

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2016113327

Pages: 5 Fee: \$33.00
12/02/2016 04:30 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

ACCEPTANCE OF RESIGNATIONS
AND APPOINTMENT OF MEMBERS TO
ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, the Rattan Creek Neighborhood Association ("RCNA") is the Declarant in these subdivisions known as Milwood Sections 22, 23, 26A, 26B, 27A, 27B, 28, 29, 30A, 30C, 31A, 32, 33A, 33B, 34, 35, 36, 37A, 38A and 38B (collectively "Subdivisions") pursuant to certain Assignments filed of record as Document Nos. 2006039197, 2006034490, and 2006033348, in the Williamson County Official Public Records and Document No. 2006083432 of the Travis County Official Public Records; and

WHEREAS, the RCNA previously appointed David Cazares, Brian Kerman and James Christopher Ott as members of the Architectural Control Committee for the Subdivisions; and

WHEREAS, David Cazares and James Christopher Ott have submitted their resignations from the Architectural Control Committee;

NOW, THEREFORE, the RCNA hereby accepts the resignations of David Cazares and James Christopher Ott and appoints the following persons as members of the Architectural Control Committee of the Subdivisions:


Dan Richard Self
Scott Dunham

The RCNA hereby establishes the following address of the Architectural Control Committee for the submission of requests of any property owner of a lot within the Subdivisions to alter, modify, add to or remove any improvement, including buildings, walls or fences on such lot:

RCNA-ACC
P.O. Box 200584
Austin, Texas 78720-0584

EXECUTED this 18 day of July, 2013.

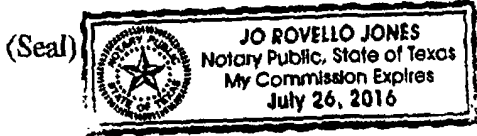
RATTAN CREEK NEIGHBORHOOD
ASSOCIATION

By: 
Its: PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 18 day of July, 2013, by Renee Mullins, President of Rattan Creek Neighborhood Association, on behalf of the association.

Jo Rovello Jones
Notary Public Signature



2013076768

Electronically Recorded

OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2013 August 09 12:59 PM

FEE: \$20.00 PGS3

Williamson County Texas



ACCEPTANCE OF RESIGNATIONS
AND APPOINTMENT OF MEMBERS TO
ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, the Rattan Creek Neighborhood Association ("RCNA") is the Declarant in these subdivisions known as Milwood Sections 22, 23, 26A, 26B, 27A, 27B, 28, 29, 30A, 30C, 31A, 32, 33A, 33B, 34, 35, 36, 37A, 38A and 38B (collectively "Subdivisions") pursuant to certain Assignments filed of record as Document Nos. 2006039197, 2006034490, and 2006033348, in the Williamson County Official Public Records and Document No. 2006083432 of the Travis County Official Public Records; and

WHEREAS, the RCNA previously appointed Michelle Dent, Chuck Simms and Steve Wiehe as members of the Architectural Control Committee for the Subdivisions; and

WHEREAS, Michelle Dent, Chuck Simms and Steve Wiehe have submitted their resignations from the Architectural Control Committee;

NOW, THEREFORE, the RCNA hereby accepts the resignations of Michelle Dent, Chuck Simms and Steve Wiehe and appoints the following persons as members of the Architectural Control Committee of the Subdivisions:

- David Cazares
- Brian Kerman
- James Christopher Ott

The RCNA hereby establishes the following address of the Architectural Control Committee for the submission of requests of any property owner of a lot within the Subdivisions to alter, modify, add to or remove any improvement, including buildings, walls or fences on such lot:

RCNA-ACC
P.O. Box 200584
Austin, Texas 78720-0584

EXECUTED this 22 day of July, 2009.

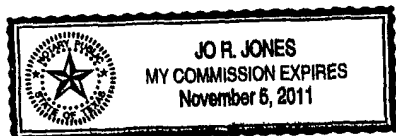
RATTAN CREEK NEIGHBORHOOD
ASSOCIATION

By: Brian Kerman
Its: President

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 22 day of July, 2009, by Brian Kerman, President of Rattan Creek Neighborhood Association, on behalf of the association.

(Seal)



Jo R Jones
Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009055817

Nancy E. Rister

07/30/2009 04:32 PM

SURRATT \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

364836-1 07/21/2009



ARMBRUST & BROWN LLP
100 CONGRESS AVENUE STE 1300
AUSTIN, TX 78701



**ACCEPTANCE OF ASSIGNMENT OF
DECLARANT RIGHTS REGARDING
ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP**

STATE OF TEXAS §
 §
COUNTIES OF WILLIAMSON
 AND TRAVIS §

WHEREAS, Continental Homes of Texas, L.P., doing business as DR Horton, has assigned to Rattan Creek Neighborhood Association ("RCNA") certain rights of the Declarant in the subdivisions set forth in that certain Assignment of Declarant Rights Regarding Architectural Control Committee Membership ("Assignment") filed of record as Document No. 2006034490 of the Williamson County Official Records, and Document No. 2006083432 of the Official Records of Travis County, Texas.

WHEREAS, the RCNA accepts the Assignment;

WHEREAS, the RCNA desires to appoint members to the Architectural Control Committees of the subdivisions set forth in the Assignment attached hereto as Exhibit "A".

NOW, THEREFORE, the RCNA accepts the Assignment and appoints the following persons as members of the Architectural Control Committee for Milwood Sections 22, 23, 26A, 26B, 27A, 27B, 28, 29, 30A, 30C, 31A, 32, 33A and 33B ("Subdivisions"), of Williamson and Travis Counties, Texas:

**Michelle Dent
Chuck Simms
Steve Wiehe**

The RCNA hereby establishes the following address of the Architectural Control Committee for the submission requests of any property owner of a lot within any of the Subdivisions to alter, modify, add to or remove any improvement, including buildings, walls or fences, on such lot:

**RCNA-ACC
6001 W. Parmer Lane, Suite 370 PMB 182
Austin, Texas 78727**

EXECUTED this the 1 day of July, 2006.

RATTAN CREEK NEIGHBORHOOD
ASSOCIATION

By: *John T. Lenz*
Its: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument acknowledged before me on JULY 1, 2006, by JOHN LENZ, PRESIDENT of the Rattan Creek Neighborhood Association on behalf of said Association.

[Signature]
Notary Public Signature

(Seal)





DEED
4 PGS

2006034490

QUITCLAIM



DEED
4 PGS

2006083432

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

X

WHEREAS, Milwood Joint Venture, II ("Milwood JV") was formed as a Texas limited partnership; and

WHEREAS, the Palmar Associates, Ltd. ("Palmar") and Milburn Investments, Inc. ("Milburn") were the partners of Milwood JV; and

WHEREAS, Milwood JV executed and recorded restrictive covenants for various subdivisions in Travis and Williamson Counties; and

WHEREAS, such restrictive covenants for the various subdivisions provided in their terms and conditions that the Milwood JV would appoint the members of the architectural control committees for the various subdivisions; and

WHEREAS, DR Horton has succeeded to all rights and interests of Milburn;

NOW, THEREFORE, DR Horton of Williamson County, Texas ("First Party") for a full and valuable consideration to First Party in hand paid by Rattan Creek Neighborhood Association of Williamson County, Texas ("Second Party"), the receipt whereof is hereby acknowledged, and for the payment hereby conveyed, has QUITCLAIMED, and by these presents does QUITCLAIM unto Second Party all of First Party's right, title and interest in and to the rights and powers of Milwood Joint Venture II to appoint members of the architectural control committee for the following subdivisions:

1. Milwood, Section 22, a subdivision in Travis County, Texas according to the map or plat thereof of record in Volume 83, Pages 213C-213D of the Plat Records of Travis County, Texas, for which Declarations of Restrictions were filed of record at Volume 8370, Page 129 of the Deed Records of Travis County, Texas.

2. Milwood, Section 23, a subdivision in Travis County, Texas according to the map or plat thereof of record in Volume 83, Pages 216c-217A of the Plat Records of Travis County, Texas, for which Declarations of Restrictions were filed of record at Volume 8969, Page 305 of the Deed Records of Travis County, Texas and filed of record at Volume 8375, Page 702 of the Official Records of Williamson County, Texas.

3. Milwood 26A, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet F, Slides 53-55, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1348, Page 871 of the Official Records of Williamson County, Texas.

4. Milwood 26B, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet F, Slides 80-82, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1231, Page 430 of the Official Records of Williamson County, Texas.

5. Milwood, Section 27A, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 56-58, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1244, Page 762 of the Official Records of Williamson County, Texas.

6. Milwood, Section 27B, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 59-61, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1507, Page 10 of the Official Records of Williamson County, Texas.

7. Milwood, Section 28, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 334-336, Plat Records of Williamson County, Texas, for which Declarations of Restrictions were filed of record in Volume 1147, Page 737 of the Official Records of Williamson County, Texas.

8. Milwood, Section 29, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Volume G, Pages 113-115, Plat Records of Williamson County for which Declarations of Restrictions were filed of record at Volume 1208, Page 789 of the Official Records of Williamson County, Texas.

9. Milwood, Section 30A, a subdivision of Williamson County, Texas according to the plat or map thereof recorded in Cabinet H, Slides 116-118, Plat Records of Williamson County, Texas for which Corrected Declaration of Restrictions are filed of record in Volume 1463, Page 486 of the Official Records of Williamson County, Texas.

10. Milwood, Section 30C, a subdivision of Williamson County, Texas according to the plat or map thereof recorded in Cabinet J, Slides 73-78, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 1655, Page 914 of the Official Records of Williamson County, Texas.

11. Milwood, Section 31A, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet J, Slides 130-137, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 1761, Page 253 of the Official Records of Williamson County, Texas.

12. Milwood, Section 32, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet I, Pages 64-67, Plat Records of Williamson County, Texas for which Correction Declaration of Restrictions were filed of recorded in Volume 1933, Page 695 of the Official Records of Williamson County, Texas.

After recording, please return to:

(1)
Sharlene N. Collins
Armbrust & Brown, LLP
100 Congress Avenue, Suite 1300
Austin, TX 78701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006034490

Nancy E. Rister

05/01/2006 04:55 PM

ALLEN \$28.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 May 05 01:00 PM 2006083432

HERRERAR \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

After recording, please return to:

Sharlene N. Collins
Armbrust & Brown, LLP
100 Congress Avenue, Suite 1300
Austin, TX 78701

5

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2006056544

Nancy E. Rister

07/07/2006 11:12 AM

CARRILLO \$40.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



ACCEPTANCE OF ASSIGNMENT OF
DECLARANT RIGHTS REGARDING
ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

STATE OF TEXAS §
 §
COUNTIES OF WILLIAMSON
 AND TRAVIS §

WHEREAS, Palmar Associates, Ltd. has assigned to Rattan Creek Neighborhood Association ("RCNA") certain rights of the Declarant in the subdivisions set forth in that certain Assignment of Declarant Rights Regarding Architectural Control Committee Membership ("Assignment") filed of record as Document No. 2006033347 of the Williamson County Official Records, and Document No. 2006083433 of the Official Records of Travis County, Texas.

WHEREAS, the RCNA accepts the Assignment;

WHEREAS, the RCNA desires to appoint members to the Architectural Control Committees of the subdivisions set forth in the Assignment attached hereto as Exhibit "A".

NOW, THEREFORE, the RCNA accepts the Assignment and appoints the following persons as members of the Architectural Control Committee for Milwood Sections 23, 26A, 26B, 27A, 27B, 28, 29, 30A, 30C, 31A, 32, 33A and 33B ("Subdivisions"), of Williamson and Travis Counties, Texas:

- Michelle Dent
- Chuck Simms
- Steve Wiehe

The RCNA hereby establishes the following address of the Architectural Control Committee for the submission requests of any property owner of a lot within any of the Subdivisions to alter, modify, add to or remove any improvement, including buildings, walls or fences, on such lot:

RCNA-ACC
6001 W. Parmer Lane, Suite 370 PMB 182
Austin, Texas 78727

EXECUTED this the 1 day of July, 2006.

RATTAN CREEK NEIGHBORHOOD
ASSOCIATION

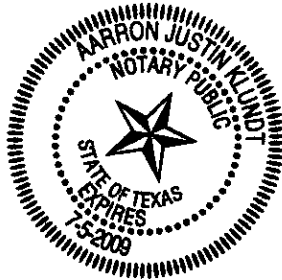
By: *John T. Lenz*
Its: President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument acknowledged before me on JULY 1, 2006, by JOHN LENZ, PRESIDENT of the Rattan Creek Neighborhood Association on behalf of said Association.

[Signature]
Notary Public Signature

(Seal)



4. Milwood, Section 27A, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 56-58, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1244, Page 762 of the Official Records of Williamson County, Texas.

5. Milwood, Section 27B, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 59-61, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1507, Page 10 of the Official Records of Williamson County, Texas.

6. Milwood, Section 28, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 334-336, Plat Records of Williamson County, Texas, for which Declarations of Restrictions were filed of record in Volume 1147, Page 737 of the Official Records of Williamson County, Texas.

7. Milwood, Section 29, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Volume G, Pages 113-115, Plat Records of Williamson County for which Declarations of Restrictions were filed of record at Volume 1208, Page 789 of the Official Records of Williamson County, Texas.

8. Milwood, Section 30A, a subdivision of Williamson County, Texas according to the plat or map thereof recorded in Cabinet H, Slides 116-118, Plat Records of Williamson County, Texas for which Corrected Declaration of Restrictions are filed of record in Volume 1463, Page 486 of the Official Records of Williamson County, Texas.

9. Milwood, Section 30C, a subdivision of Williamson County, Texas according to the plat or map thereof recorded in Cabinet J, Slides 73-78, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 1655, Page 914 of the Official Records of Williamson County, Texas.

10. Milwood, Section 31A, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet J, Slides 130-137, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 1761, Page 253 of the Official Records of Williamson County, Texas.

11. Milwood, Section 32, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet I, Pages 64-67, Plat Records of Williamson County, Texas for which Correction Declaration of Restrictions were filed of recorded in Volume 1933, Page 695 of the Official Records of Williamson County, Texas.

12. Milwood, Section 33A, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet K, Slides 110-111, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 2221, Page 965 of the Official Records of Williamson County, Texas.

After recording, please return to:

Sharlene N. Collins
Armbrust & Brown, LLP
100 Congress Avenue, Suite 1300
Austin, TX 78701

5

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006056543

Nancy E. Rister

07/07/2006 11:12 AM

CARRILLO \$36.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS



QUITCLAIM

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

WHEREAS, Milwood Joint Venture, II ("Milwood JV") was formed as a Texas limited partnership; and

WHEREAS, the Palmar Associates, Ltd. ("Palmar") and Milburn Investments, Inc. ("Milburn") were the partners of Milwood JV; and

WHEREAS, Milwood JV executed and recorded restrictive covenants for various subdivisions in Travis and Williamson Counties; and

WHEREAS, such restrictive covenants for the various subdivisions provided in their terms and conditions that the Milwood JV would appoint the members of the architectural control committees for the various subdivisions; and

WHEREAS, DR Horton has succeeded to all rights and interests of Milburn;

NOW, THEREFORE, DR Horton of Williamson County, Texas ("First Party") for a full and valuable consideration to First Party in hand paid by Rattan Creek Neighborhood Association of Williamson County, Texas ("Second Party"), the receipt whereof is hereby acknowledged, and for the payment hereby conveyed, has QUITCLAIMED, and by these presents does QUITCLAIM unto Second Party all of First Party's right, title and interest in and to the rights and powers of Milwood Joint Venture II to appoint members of the architectural control committee for the following subdivisions:

1. Milwood, Section 22, a subdivision in Travis County, Texas according to the map or plat thereof of record in Volume 83, Pages 213C-213D of the Plat Records of Travis County, Texas, for which Declarations of Restrictions were filed of record at Volume 8370, Page 129 of the Deed Records of Travis County, Texas.

2. Milwood, Section 23, a subdivision in Travis County, Texas according to the map or plat thereof of record in Volume 83, Pages 216c-217A of the Plat Records of Travis County, Texas, for which Declarations of Restrictions were filed of record at Volume 8969, Page 305 of the Deed Records of Travis County, Texas and filed of record at Volume 8375, Page 702 of the Official Records of Williamson County, Texas.

3. Milwood 26A, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet F, Slides 53-55, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1348, Page 871 of the Official Records of Williamson County, Texas.

4. Milwood 26B, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet F, Slides 80-82, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1231, Page 430 of the Official Records of Williamson County, Texas.

5. Milwood, Section 27A, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 56-58, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1244, Page 762 of the Official Records of Williamson County, Texas.

6. Milwood, Section 27B, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 59-61, Plat Records of Williamson County, Texas for which Declarations of Restrictions were filed of record in Volume 1507, Page 10 of the Official Records of Williamson County, Texas.

7. Milwood, Section 28, a subdivision according to the plat or map thereof recorded in Cabinet F, Slides 334-336, Plat Records of Williamson County, Texas, for which Declarations of Restrictions were filed of record in Volume 1147, Page 737 of the Official Records of Williamson County, Texas.

8. Milwood, Section 29, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Volume G, Pages 113-115, Plat Records of Williamson County for which Declarations of Restrictions were filed of record at Volume 1208, Page 789 of the Official Records of Williamson County, Texas.

9. Milwood, Section 30A, a subdivision of Williamson County, Texas according to the plat or map thereof recorded in Cabinet H, Slides 116-118, Plat Records of Williamson County, Texas for which Corrected Declaration of Restrictions are filed of record in Volume 1463, Page 486 of the Official Records of Williamson County, Texas.

10. Milwood, Section 30C, a subdivision of Williamson County, Texas according to the plat or map thereof recorded in Cabinet J, Slides 73-78, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 1655, Page 914 of the Official Records of Williamson County, Texas.

11. Milwood, Section 31A, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet J, Slides 130-137, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 1761, Page 253 of the Official Records of Williamson County, Texas.

12. Milwood, Section 32, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet I, Pages 64-67, Plat Records of Williamson County, Texas for which Correction Declaration of Restrictions were filed of recorded in Volume 1933, Page 695 of the Official Records of Williamson County, Texas.

13. Milwood, Section 33A, a subdivision in Williamson County, Texas according to the plat or map thereof recorded in Cabinet K, Slides 110-111, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 2221, Page 965 of the Official Records of Williamson County, Texas.

14. Milwood, Section 33B, a subdivision in Williamson County, Texas according to the plat or map thereof filed of record in Cabinet K, Slides 112-113, Plat Records of Williamson County, Texas for which Declaration of Restrictions were filed of record in Volume 2253, Page 866 of the Official Records of Williamson County, Texas.

TO HAVE AND TO HOLD all of First Party's right, title and interest in and to the rights set forth above regarding the appointment and removal of members to the architectural control committee for each subdivision, unto Second Party and Second Party's successors and assigns, forever, so that neither First Party nor First Party's successors and assigns may, at any time have claim, or demand any right or title to such powers, or any part thereof.

Grantee's address: P.O. Box 200584
Austin, Texas 78720-0584

EXECUTED this the 25th day of April, 2006.

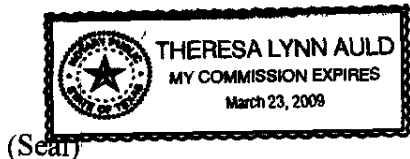
Continental Homes of Texas, L.P.,
a Texas limited partnership, dba DR Horton

By: CHTEX of Texas, Inc.,
(a Delaware corporation),
its sole general partner

By: [Signature]
Richard N. Maier
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on April 25th, 2006, by Richard N. Maier, Vice President of CHTEX of Texas, Inc., sole general partner of Continental Homes of Texas, L.P., a Texas limited partnership, dba DR Horton, on behalf of said limited partnership.



[Signature]
Notary Public, State of Texas

After recording, please return to:

(1) Sharlene N. Collins
Armbrust & Brown, LLP
100 Congress Avenue, Suite 1300
Austin, TX 78701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006034490

Nancy E. Rister

05/01/2006 04:55 PM

ALLEN \$28.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

DECLARATION OF RESTRICTIONS
MILWOOD SECTION THIRTY-THREE B

4621

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

This Declaration of Restrictions ("Declaration") is made this 4th day of February, 1993, by MILWOOD JOINT VENTURE, II, a Texas joint venture (hereinafter called "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant owns all of the lots in MILWOOD SECTION THIRTY-THREE B, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet K, Slides 112-113, Plat Records of Williamson County, Texas, to which plat and its record reference is here made for all purposes (hereinafter called the "Subdivision"), and desires to encumber the lots in the Subdivision with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit and pass with the property, each and every parcel or resubdivision thereof, and shall apply to and bind the successors in interest and any other owner thereof:

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

I.

PROPERTY SUBJECT TO THE DECLARATION

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

All of the lots in Milwood Section Thirty-Three B, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet K, Slides 112-113, Plat Records of Williamson County, Texas (hereinafter referred to as the "Property").

II.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES

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

A. Land Use and Building Types. The lots shall be used solely for private single family residential purposes. On each residential lot no building shall be erected, altered, placed or permitted other than a detached, single family dwelling not to exceed two (2) stories in height, with an attached private garage or carport for not more than two (2) cars. No building shall remain incomplete for more than one (1) year after construction has been commenced.

B. Antennae. No exterior radio, television antenna or aerial, guy wire, or satellite dish antenna shall be erected or maintained without the prior written approval of the Architectural Control Committee.

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

The Committee shall be composed of three (3) members. The original members of the Committee shall be Bill Milburn, Joseph A. DiQuinzio, Jr. and Barney Reynolds. Each Committee member shall serve at the pleasure of the Declarant. In the event of the death, resignation or removal of any member of said Committee, the remaining member or members will have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof.

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

The Committee's approval or disapproval of the plans and specifications and plot plan for the improvements to be erected or placed on a lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a lot, shall be granted within thirty (30) days after the same have been submitted to the Committee; if the Committee's approval or disapproval is not so granted within such thirty (30) days, then in that event the same shall be deemed approved and this covenant complied with. All plans and specifications shall be delivered to the Committee not less than thirty (30) days prior to the date construction is to be commenced at its office at 11911 Burnet Road, Austin, Travis County, Texas 78758, or any such other address as it may designate, by certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received by the Committee shall be considered the date of delivery to the Committee.

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

D. Dwelling Size. The ground floor area of the main structure of the single story, single-family residence shall be not less than One Thousand Two Hundred (1,200) square feet, excluding all open and covered porches and garage units. If more than one (1) story, the combined area for the first and second floors shall be not less than One Thousand Three Hundred Fifty (1,350) square feet. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

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

F. Fences. No fence, wall or hedge shall be erected, placed or altered on a lot nearer to the front street than the front wall of the house situated on such lot.

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

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

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

J. Maintenance, Alteration or Removal of Improvements. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Committee as to condition and repair shall be final. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any improvements, or the removal of any improvements within the Property shall be performed only with the prior written approval of the Committee.

K. Masonry. Each dwelling shall have not less than ten per cent (10%) of the exterior walls of masonry construction; provided, however, the Architectural Control Committee may waive this requirement in whole or in part, but any such waiver must be in writing.

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

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

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

O. Signs. No signs of any kind shall be displayed for public view on any lot, except for the following: One (1) sign of not more than five (5) square feet, advertising the Property for sale or rent; signs used by builders to advertise the Property for sale; and directional and marketing signs of not more than four (4) feet by eight (8) feet used by the developer and builders for marketing purposes. All merchandising, advertising and sales programming shall be subject to the approval of the Committee.

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

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

R. Unightly Articles; Vehicles. No article deemed to be unsightly by the Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scraps, refuse, or trash of any kind shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

III.

SIDEWALKS

The owner of each lot shall construct, at his cost and expense and prior to his occupancy of the dwelling, sidewalks, if any, as set forth on the recorded subdivision plat.

IV.

TERM

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2022, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots encumbered by this Declaration, it is agreed to change said Declaration in whole or in part.

Any such instrument of amendment or termination must be executed and acknowledged by fifty-one percent (51%) of the then owners of lots encumbered by this Declaration and filed of record in the Official Records of Williamson County, Texas. The instrument of amendment or termination shall be effective to amend or terminate this Declaration at the expiration of the initial year term, if such instrument is filed of record as set forth above during the initial term hereof; or if such instrument is filed of record as set forth above during any ten (10) year period of extension, this Declaration shall be amended or

terminated (as the case may be) at the end of such ten (10) year period of extension. Notwithstanding anything contained herein to the contrary, the Declarant, its successors or assigns, may amend these covenants at any time, or from time to time, in order to correct any typographical errors or other errors or omissions which, in the discretion of the Declarant, its successors or assigns, may require amendment in order to properly reflect the intent hereof. Such amendments to correct typographical or other errors shall be effective on the date that such an amendment is filed on record in the Official Records of Williamson County, Texas, by the Declarant, its successors or assigns. The Declarant hereby assigns to Milburn Investments, Inc., a Texas corporation, the foregoing right of amendment. Notwithstanding anything hereinabove, no amendment shall be effective until the approval of any governmental regulatory body which is acquired shall have been obtained.

V.

EXTERIOR MAINTENANCE

In the event the owner of any lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and exteriors of the buildings and any other improvements erected thereon, all at the expense of the owner.

VI.

ENFORCEMENT

If the owner of any lot, or his heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Declaration, it shall be lawful for any person, or persons, owning any lot encumbered by this Declaration, or Declarant, to prosecute any proceedings against the person, or persons, violating, or attempting to violate, any such covenants. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Declarant and other owners of lots in the Subdivision, thus the breach of any provisions of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating, or apparently about to violate, any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature, or both, and of either a temporary or permanent nature, or both, including, but not limited to, one restraining construction of any improvements commenced, or about to be commenced, without the prior written approval of the Committee or for the removal of any improvement constructed without the prior written approval of the Committee. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief was granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

VII.

SEVERANCE

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

NUMBER AND GENDER

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

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions effective as of the date first set forth above.

MILWOOD JOINT VENTURE, II
a Texas joint venture

MILBURN INVESTMENTS, INC.,
a Texas corporation,
Joint Venturer

By: [Signature]
Barney Reynolds
Vice President

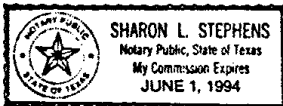
PALMAR ASSOCIATES, LTD.,
a Texas partnership,
Joint Venturer

By: [Signature]
A. H. Robinson, III
General Partner

By: [Signature]
John Oscar Robinson
General Partner

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4th day of FEBRUARY, 1993, by Barney Reynolds, Vice President of Milburn Investments, Inc., a Texas corporation, joint venture partner of Milwood Joint Venture, II, a Texas joint venture, on behalf of said venture.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 4th day of February, 1993, by A. H. Robinson, III, General Partner of Palmar Associates, Ltd., a Texas partnership, joint venture partner of Milwood Joint Venture, II, a Texas joint venture, on behalf of said venture.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 4th day of February, 1993, by John Oscar Robinson, General Partner of Palmar Associates Ltd., a Texas partnership, joint venture partner of Milwood Joint Venture, II, a Texas joint venture, on behalf of said venture.



Melissa K. Miller
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Terry E. Mitchell
11911 Burnet Road
Austin, Texas 78758

FILED FOR RECORD
WILLIAMSON COUNTY, TEXAS

1993 FEB -5 AM 8:17

Alain Bryzell
COUNTY CLERK

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

FEB 5 1993



Alain Bryzell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

SUBDIVISION CONSTRUCTION AGREEMENT

1. Parties. The parties to this Subdivision Construction Agreement (the "Agreement") are Milwood Joint Venture II (individually and collectively, the "Subdivider") and the City of Austin, Texas (the "City").
2. Effective Date. This Agreement is effective on the date the City approves the final plat for the subdivision described in Paragraph 3 of this Agreement by the Planning Commission's approval of the plat in accordance with City ordinances (the "Effective Date").

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the Milwood Section 33-B, as shown in City's File Number C8-92-0034.0A, (the "Subdivision") and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the "Property"); and
4. Subdivider seeks authorization from the City to subdivide the Property in accordance with the requirements imposed by Texas statutes and the City's ordinances, regulations, and other requirements; and
5. City ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and
6. The purpose of this Agreement is to protect the City from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This Agreement is authorized by and consistent with state law and the City's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all external and internal subdivision improvements required to comply with City ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the "Improvements," any one of which is an "Improvement"), unless the City and Subdivider have otherwise agreed by executing a separate written agreement that the Subdivider shall fund all or a proportionate share of the required External Subdivision Improvements. All Improvements shall be constructed in conformance with the City's requirements, procedures, and specifications (including without

limitation environmental protection requirements such as erosion controls and site restoration), pursuant to construction plans, permits, and specifications approved by the City prior to commencement of construction, and subject to inspection, certification, and acceptance by the City.

9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the "Completion Date"); provided, however, that if the Subdivider or the Issuer delivers to the City no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the City a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the City accepts the dedication of a completed Improvement or group of Improvements (the "Warranty Period"), as such Improvement or group of Improvements is separately identified and listed on Exhibit B. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the City's acceptance of dedication of any of the Improvements, the City may require the Subdivider to post a maintenance bond or other financial security acceptable to the City to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the City shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the City.

11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the City, a cash deposit to be held by the City in escrow, or an irrevocable letter of credit in the amount of Three thousand four hundred twenty and No/100 Dollars (\$ 3,420.00) (the "Stated Amount"), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the City, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the City's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the "Issuer"). During the term of this Agreement and subject to the terms of Paragraph 23 of this Agreement, the

City may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. A letter of credit satisfying the criteria of this Paragraph (and any substitute or confirming letter of credit) is referred to in this Agreement as the "Letter of Credit".

12. Increase in Security. If, from time to time, the City determines the estimated total cost of constructing the Improvements exceeds the Stated Amount, the Subdivider shall provide, no later than thirty (30) days after notice and demand, an additional financial guarantee of performance meeting the requirements of Paragraph 11 in an amount equal to the additional estimated cost.

13. Reduction in Letter of Credit. After the acceptance of any Improvement, the amount which the City is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the estimated cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, the City shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the City shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the City determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the City shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the City estimates to be the cost of completing all Improvements incomplete as of the time of such estimate.

City's Obligations

14. Inspection and Certification. The City agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with City standards and specifications. The inspections and certifications will be conducted in accordance with standard City policies and requirements. The Subdivider grants the City, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.

15. Notice of Defect. The City will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for such Improvement or is otherwise defective. The Subdivider will have thirty (30) days from such notice to cure or substantially cure the defect. The City may not declare a default under

this Agreement during the 30-day cure period on account of any such defect unless it is clear that the subdivider does not intend to cure the defect. Notwithstanding the previous sentences in this Paragraph, if, in the reasonable opinion of the City, the defect creates an immediate and substantial harm to the public health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the City may declare a default under this Agreement if not satisfied that the defect is cured after the cure period.

16. Use of Proceeds. The City will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the City's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The City may, in its sole discretion, complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, and without incurring any obligation to complete any of the unfinished Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the City pursuant to one or more draws under the Letter of Credit shall be maintained by the City in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the City. The City may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the City, or in accordance with the terms of a written construction contract between the City and a third party for the construction of Improvements. Escrowed Funds not used or held by the City for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the City to the Issuer of the Letter of Credit no later than sixty (60) days following the City's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

17. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the City shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the City intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the City shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

18. Cost Participation by City. If the City and Subdivider agree the City will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.

19. Conditions of Draw on Security. The City may draw upon any financial

guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

- a. Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
- b. Subdivider's failure to renew or replace the Letter of Credit at least forty-five (45) days prior to the expiration date of the Letter of Credit;
- c. Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the minimum rating acceptable to the City, in accordance with Paragraph 11 of this Agreement; or
- d. Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The City shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the City shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the City intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit, unless, in the reasonable opinion of the City, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the City shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraph (b) or (c), the Issuer or the Subdivider may deliver to the City a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the City a substitute or confirming Letter of Credit.

20. Procedures for Drawing on the Letter of Credit. The City may draw upon the Letter of Credit in accordance with Paragraph 19 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Letter of Credit. The City may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with the terms of the Letter of Credit.

21. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the City's requirements, procedures, and specifications, including without limitation associated administrative expenses. For Improvements upon which construction has not begun, the estimated cost of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.

22. Remedies. The remedies available to the City, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

23. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9, 10, 11, 13, 16, 17, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 33, and 37 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

24. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the City (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the City in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 23.

25. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the City harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the City if the City is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the City. Notwithstanding anything to the contrary contained in this Agreement, the Subdivider does not agree to indemnify and hold the

City harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the City, its agents, contractors, employees, tenants, or licensees.

26. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the City, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

27. Attorney's Fees. Should either party or the Issuer, to the extent Issuer is named as a specific beneficiary, be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

28. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the City. The City's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement, and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph, unless and until the City executes and delivers to the subdivider a written release of Subdivider from the obligations imposed by this Agreement. The City agrees to release or reduce, as appropriate, the Letter of Credit provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The City, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

29. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

30. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider: Milwood Joint Venture II
Attn: Joe DiQuenzio, Vice President
PO Box 9802
Austin TX 78766

if to City: Department of Planning and Development
City of Austin
P. O. Box 1088
Austin, Texas 78767-8828
Attn: Bob Senecal, Fiscal Officer

if to the Issuer: at Issuer's address shown on the
Letter of Credit

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

31. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

32. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for Travis County, Texas, or the United States District Court for the Western District of Texas, Austin Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Letter of Credit pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

33. Release Upon Completion. Upon acceptance of all Improvements, the City agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the City for the completion of the Improvements.

34. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

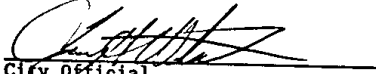
35. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of

each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

36. Authorization to Complete Blanks. By signing and delivering this Agreement to the appropriate official of the City, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.

37. Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the City. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the Effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.

EXECUTED by the parties to be effective as of the 9th day of Sept, 1992.


City Official


Subdivider

STATE OF _____ :
COUNTY OF _____ :

This instrument was acknowledged before me on the 9th day of September,
1992 by Joseph A. D'Amico, Jr. as Vice President.



My Commission Expires:

Adriane Daniel
Signature of Notary

Printed Name of Notary

STATE OF TEXAS :
COUNTY OF TRAVIS:

This instrument was acknowledged before me on the 9th day of Sept,
1992 by Tracy H. Whitson as Assistant Director
for the Department of Planning and Development of the City of Austin.



My Commission Expires: 2-27-93

Carol Kamel
Signature of Notary

Carol Kamel
Printed Name of Notary

- EXHIBITS:**
Exhibit A - Property Description
Exhibit B - Subdivision Improvements

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE W.J. BAKER SURVEY, ABSTRACT NO. 64, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO MILWOOD JOINT VENTURE II, OF RECORD IN VOLUME 2,177, PAGE 620, OF THE WILLIAMSON COUNTY, TEXAS, DEED RECORDS SAID TRACT BEING 2.113 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD SET IN THE CURVING NORTHERLY R.O.W. LINE OF TAMAYO DRIVE OF RECORD IN VOLUME 1976 PAGE 450 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH SAID POINT OF BEGINNING THE NORTHEAST CORNER OF MILWOOD SECTION THIRTY-TWO A, A SUBDIVISION OF RECORD IN CABINET I, SLIDES 64-67 OF THE WILLIAMSON COUNTY, TEXAS PLAT RECORDS BEARS S65°54'38"E 268.11 FEET AND FROM WHICH SAID POINT OF BEGINNING THE NORTHWEST CORNER OF THE W.J. BAKER SURVEY, ABSTRACT NO. 64, BEARS N76°19'15"W 2892.17 FEET;

THENCE LEAVING SAID TAMAYO DRIVE FOR A WEST LINE OF THE HEREIN DESCRIBED TRACT N36°42'31"W 125.00 FEET TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE FOR A NORTH LINE OF THE HEREIN DESCRIBED TRACT N56°14'05"E 120.17 FEET TO AN IRON ROD SET AND N71°44'00"E 349.42 FEET TO AN IRON ROD SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE FOR AN EAST LINE OF THE HEREIN DESCRIBED TRACT S°18'16'00"E 120.00 FEET TO AN IRON ROD SET IN THE NORTH LINE OF SAID TAMAYO DRIVE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CROSSING SAID TAMAYO DRIVE S28°23'16"E 71.11 TO AN IRON ROD SET IN THE SOUTH LINE OF SAID TAMAYO DRIVE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE SOUTH LINE OF SAID TAMAYO DRIVE FOR A NORTH LINE OF THE HEREIN DESCRIBED TRACT N71°44'00"E 251.78 FEET TO AN IRON ROD SET FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID TAMAYO DRIVE FOR AN EAST LINE OF THE HEREIN DESCRIBED TRACT S18°16'00"E 125.00 FEET TO AN IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

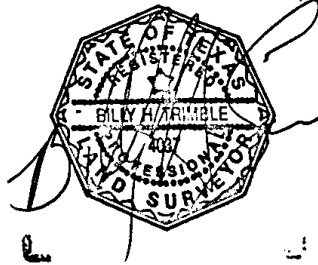
THENCE FOR A SOUTH LINE OF THE HEREIN DESCRIBED TRACT S71°44'00"W 251.78 FEET TO AN IRON ROD SET FOR THE MOST SOUTH SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE FOR A WEST LINE OF THE HEREIN DESCRIBED TRACT N18°16'00"W
125.00 FEET TO AN IRON ROD SET IN THE SOUTH LINE OF SAID TAMAYO
DRIVE FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CROSSING SAID TAMAYO DRIVE N28°23'16"W 71.11 FEET TO AN IRON
ROD SET IN THE NORTH LINE OF SAID TAMAYO DRIVE FOR A CORNER OF THE
HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTH LINE OF SAID TAMAYO DRIVE FOR A SOUTH LINE OF
THE HEREIN DESCRIBED TRACT S71°44'00"W 236.61 FEET TO AN IRON ROD
FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A
RADIUS OF 597.63 FEET AND AN ARC DISTANCE OF 192.36 FEET WHOSE
CHORD BEARS S62°30'45"W 191.53 FEET TO THE PLACE OF BEGINNING
CONTAINING 2.113 ACRES OF LAND.

LOCKMILW33B.NOT



9.9.'92

EXHIBIT B: SUBDIVISION IMPROVEMENTS

External Subdivision Improvements. Subdivider and City agree the following improvements located outside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "External Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the City in an amount equal to Subdivider's pro-rata share of the estimated cost to construct and install the External Subdivision Improvements, in the amount listed below, as follows:

<u>Description of Improvement(s)</u>	<u>Total Estimated Cost</u>	<u>Subdivider's Pro-rata Share</u>
a) Drainage	\$2,520.00	
b) Restoration	\$ 900.00	
c)		
d)		

Internal Subdivision Improvements. Subdivider and City agree the following improvements located inside the boundaries of the Subdivision are required in connection with the approval and development of the Subdivision (collectively, the "Internal Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the City in an amount equal to the Estimated Cost of Completion listed below, as follows:

<u>Description of Improvement(s)</u>	<u>Estimated Cost of Completion</u>
a)	
b)	
c)	
d)	
e)	
f)	

STATE OF TEXAS COUNTY OF WILLIAMSON
 I hereby certify that this instrument was FILED
 on the date and at the time stamped hereon
 by me, and was duly RECORDED in the Volume
 and Page of the named RECORDS of Williamson
 County, Texas, as stamped hereon by me, on
 SEP 1 8 1992



Alain Poyelle
 COUNTY CLERK
 WILLIAMSON COUNTY, TEXAS

RECORDED
 1992 SEP 18 PM 1:11
Alain Poyelle