



## DECLARATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS           §  
   §  
 COUNTY OF WILLIAMSON   §

This Declaration of Restrictive Covenants (this "**Declaration**") is made by **TFCC WILSON'S TRACE, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

### RECITALS

**A.** Declarant is the owner of certain real property in Williamson County, Texas, described as Wilson Trace Condominiums, recorded in Document No. 2019068175 of the Official Public Records of Williamson County, Texas (the "**Property**").

**B.** Prior to Declarant's ownership of the Property, an Easement affecting the Property was granted to the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, recorded in the Official Public Records of Williamson County, Texas in Document Number 199942137 on June 23, 1999 (the "**Easement**"), over the portion of the Property which is described on **Exhibit A**, attached hereto and incorporated herein by reference (the "**Easement Area**").

**C.** The Easement was subsequently assigned to the City of Austin, Texas; the City of Cedar Park, Texas; and the City of Leander, Texas (collectively, the "**Cities**") in an instrument recorded in Document No. 2009089311 in the Public Records of Williamson County, Texas.

**D.** Declarant has agreed to impose upon the Easement Area those certain restrictive covenants set forth herein.

**NOW, THEREFORE**, it is hereby declared that the Easement Area shall be subject to the restrictive covenants set forth in Article 1 below, which shall run with the Easement Area.

### ARTICLE 1

#### RESTRICTIVE COVENANTS

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

**1.01 Prohibited Uses.** Pursuant to the terms set forth in this Declaration and the Easement, any owner of property constituting any portion of the Easement Area is hereafter prohibited from excavating, building upon, obstructing, or otherwise disturbing the Easement, other than planting and maintaining grass, in any manner (the "**Prohibited Uses**"), without prior written approval of the Cities, which approval may be withheld for any reason. The Prohibited

Uses shall include, but may not be limited to, the construction of fences, gates, or other barriers on or across any portion of the Easement.

**1.02 Permitted Uses of Declarant.** Notwithstanding the foregoing, Declarant expressly reserves the right to the use, access to, and enjoyment of the Property and Easement Area, including the right of Declarant as owner of the Property to construct any and all improvements upon the Property and Easement Area which are not within the limits or boundary of the Easement. Declarant's rights shall include the ability to use the surface of the Easement for agricultural or grazing purposes, so long as such use does not unreasonably interfere with the use of, or access to, the Easement by the Cities for those purposes stated in the Easement. Additionally, Declarant expressly reserves all oil, gas, and other minerals owned by Declarant in, on, and under the Easement, provided that Declarant shall not be permitted to drill or excavate for minerals on the surface of the Easement, but Declarant may extract oil, gas, or other minerals from and under the Easement by directional drilling or other means which do not interfere with or disturb the use of the Easement by the Cities.

## ARTICLE 2

### BINDING EFFECT

**2.01** This Declaration shall be binding upon all parties having any right, title, or interest in or to all, or any portion, of the Easement Area, their heirs, executors, administrators, successors, and assigns.

**2.02** Each contract, deed, or conveyance of any kind conveying all or any portion of the Easement Area shall include a specific reference to this Declaration and shall conclusively be held to have been executed, delivered, and accepted subject to the Restrictive Covenants set forth in this Declaration, regardless of whether or not the same are set out in full or by reference in said contract, deed or conveyance.

## ARTICLE 3

### GENERAL PROVISIONS

**3.01 Amendment or Cancellation.** This Declaration may only be amended or terminated by recording, in the Official Public Records of Williamson County, Texas, an instrument executed and acknowledged by the Declarant (or its successor as owner of the Property) and the Cities.

**3.02 Severability; Governing Law.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Declaration and all rights and obligations created hereby shall be governed by the laws of the State of Texas.

**3.03 Enforcement.** Declarant and the Cities shall have the right to enforce, by a proceeding at law or in equity, all restrictive covenants imposed by the provisions of this Declaration. Venue of any action to enforce this Declaration shall be exclusively in the District Courts of the State of Texas sitting in Williamson County, Texas.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 9 day of January, ~~2019~~ 2020

**DECLARANT:**

**TFCC WILSON'S TRACE, LLC,**  
a Texas limited liability company

By: [Signature]

Seth Greenspan, Authorized Signatory  
Carolyn Montgomery

CANADA

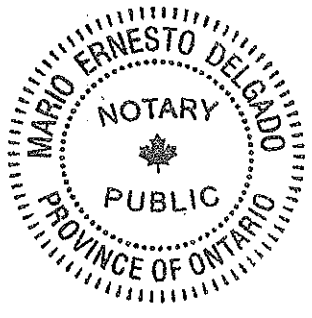
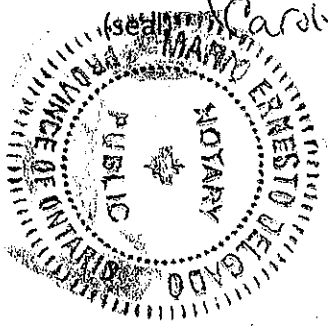
✓ THE STATE OF TEXAS <sup>ND</sup> §  
PROVINCE OF ONTARIO §  
✓ COUNTY OF TRAVIS <sup>ND</sup> §

This instrument was acknowledged before me on this 8<sup>th</sup> day of JANUARY, ~~2019~~ <sup>2020</sup> by Seth Greenspan, Authorized Signatory of TFCC Wilson's Trace, LLC, a Texas limited liability company, on behalf of said limited liability company.

Carolyn Montgomery

[Signature]

Notary Public, State of Texas <sup>ND</sup> PROVINCE OF ONTARIO



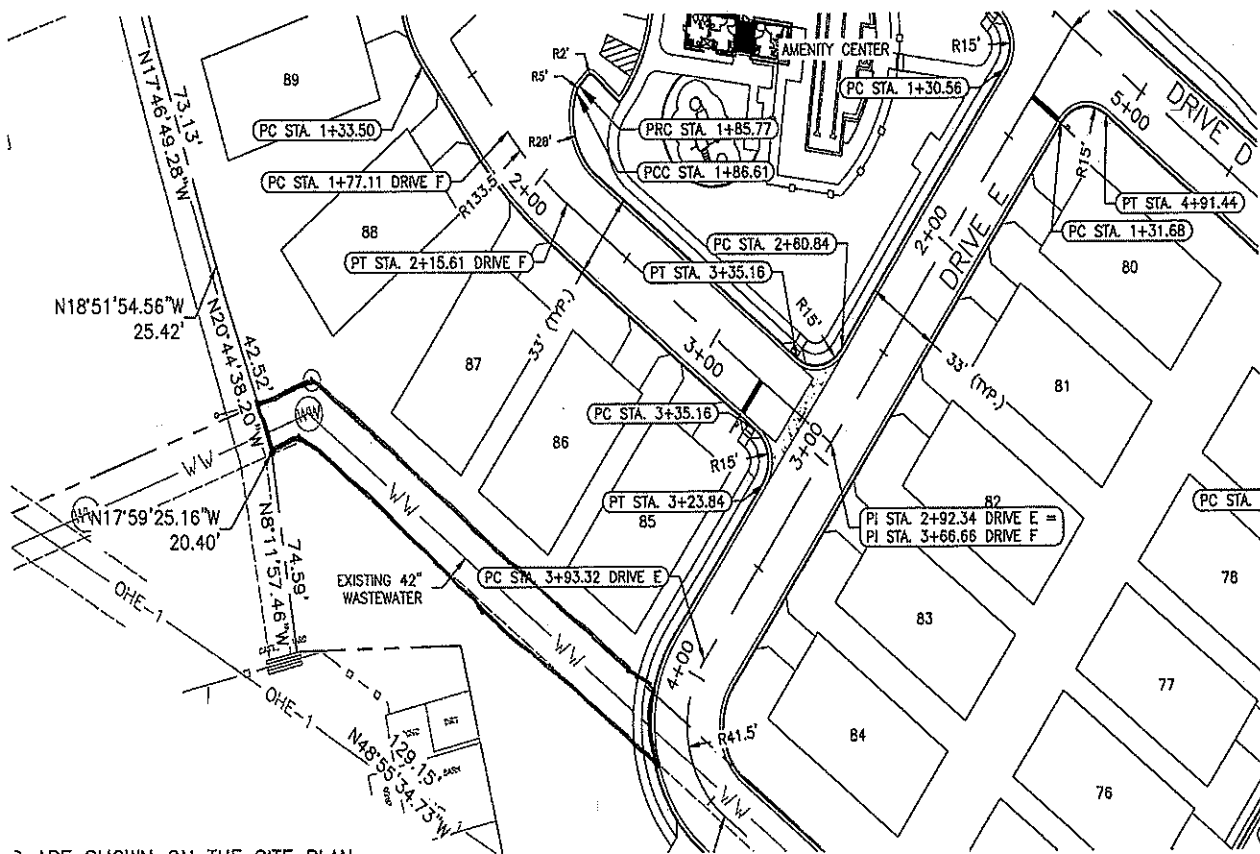
**MARIO ERNESTO DELGADO**  
Barrister & Solicitor, Notary Public, and Commissioner of Oaths  
in and for the Province of Ontario, Canada.  
My Commission does not expire.

Notary Public registered with the Consulate General of the United States  
of America in Toronto, Ontario, Canada for authentication purposes.

**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT AREA**

[INSERT LEGAL DESCRIPTION]



RECORDERS MEMORANDUM  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2020002587

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*Nancy E. Rister*  
Nancy E. Rister, County Clerk  
Williamson County, Texas