

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

THOUSAND OAKS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
THOUSAND OAKS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Thousand Oaks Subdivision ("**Declaration**"), is made on the date set forth herein by Thousand Oaks Development, LLC, a Florida limited liability company ("**Declarant**").

RECITALS

WHEREAS, the Thousand Oaks Subdivision is a planned single family residential community on approximately 21.57 acres of real property located in Cedar Park, Williamson County, Texas, described more fully herein and defined as the "**Property**".

NOW THEREFORE, Declarant hereby declares that the Property will be held, owned, sold, leased, used, occupied, enjoyed and conveyed subject to the following covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of the Property. These covenants, conditions, and restrictions shall run with the Property, shall be binding on all parties having or acquiring any right, title or interest in or to the Property or any part thereof, and shall inure to the benefit of each owner of any portion of the Property.

ARTICLE I.
DEFINITIONS

The terms set forth below shall have the indicated meanings when used in this Declaration; other terms may be defined elsewhere herein and shall have the meaning given to them in this Declaration.

1.01 "**ARC**" means the Architectural Review Committee established in this Declaration.

1.02 "**Assessment**" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

1.03 "**Association**" means Thousand Oaks Owners Association, Inc., a Texas nonprofit corporation.

1.04 "**Board**" means the Board of Directors of the Association.

1.05 "**Bylaws**" means the Bylaws of the Association adopted by the Board, as may be amended from time to time.

1.06 "**Certificate**" means the Certificate of Formation of the Association, which has been filed in the Office of the Secretary of the State of Texas, as may be amended from time to time.

1.07 *“Common Area”* means all areas within the Property and any improvements included thereon which the Declarant has designated as Common Areas on a subdivision plat or which are owned, held, maintained and/or operated by the Association for the common benefit of the Property, the Subdivision, and the Owners from time to time and at any time.

1.08 *“Declarant”* means THOUSAND OAKS DEVELOPMENT, LLC, a Florida limited liability company, its duly authorized representatives or its respective successors or assigns; provided that any assignment of the rights as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without an express written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of the Declarant hereunder.

1.09 *“Declaration”* means this instrument, as it may be amended from time to time.

1.10 *“Dedictory Instruments”* means this Declaration and the Certificate, Bylaws, rules and regulations of the Association, if any, and standards of the ARC, as they may be amended from time to time.

1.11 *“Improvements”* means every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, storage buildings and sheds, greenhouses, patios, porches, decks, sport courts and goals, swimming pools, play and tree houses or playscapes, fences, gates, screening walls, retaining walls, stairs, steps, stoops, walkways, parking areas, drives, driveways, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, irrigation or sprinkler systems, poles, bollards, signs, exterior lighting equipment, exterior air conditioning equipment, exterior water softening fixtures or similar equipment, pumps, wells, tanks, reservoirs, rain or storm water collectors, pipes, lines, meters, antennas, towers, satellite dishes, solar panels, and all facilities used in connection with water, sewer, gas, electric, telephone, television, internet or other utilities.

1.12 *“Lot”* means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

1.13 *“Member”* means any Person who is a member of the Association. Every Owner of a Lot shall be a Member of the Association.

1.14 *“Owner”* means any Person, including Declarant, holding record legal title to a fee simple interest in any portion of the Property, including any Lot, but shall not include Persons who hold an interest in the Property or a portion thereof merely as security for the performance of an obligation.

1.15 *“Person”* means a natural person or any type of legal entity.

1.16 “*Plat*” means the Plat of the Property recorded in the Official Public Records of Real Property of Williamson County, Texas, filed under Clerk’s File No. 2016063115 and any replat of or amendment to the Plat made in accordance with this Declaration.

1.17 “*Property*” means that approximately 21.57 acres of land located on West Park Street in Cedar Park, Williamson County, Texas, known as the Thousand Oaks Subdivision, as more fully described in Exhibit “A” attached hereto.

1.18 “*Residence*” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

1.19 “*Single Family*” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

1.20 “*Subdivision*” means the Property covered by the Plat and any additional property made subject to this Declaration and the other Dedicatory Instruments.

1.21 “*Vehicle*” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

ARTICLE II. PERMITTED USES AND PROHIBITED ACTIVITIES

2.01 Permitted Uses.

- a. All Lots (other than Common Areas) shall be improved and used solely for an approved Single Family Residence and accessory uses, including, without limitation a house, garage, fencing and such other Improvements as are necessary or customarily incident to residential use.
- b. All Common Areas and any Improvements thereon shall be used for roadways, utilities, storm water detention and retention, water quality, amenities, parks, open space, and similar uses necessary or customarily incident to residential use.

2.02 Prohibited Activities.

- a. Rubbish and Debris. No rubbish or debris of any kind (including weeds, brush, or material of any nature deemed to be rubbish or debris by the ARC) shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom, so as to render any such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. The ARC shall determine what constitutes rubbish, debris, or odors and what conditions render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants, and the decision of the ARC shall be final and binding on all parties. Refuse, garbage

and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened or blocked from view from any and all adjacent Lots, Common Areas, and other portions of the Property, and any public and private rights-of-way, except when permitted to be placed outside for no longer than twenty-four (24) hours for garbage collection. Notwithstanding the foregoing, the provisions of this section shall not apply to periods of construction, provided that sound construction management practices are implemented and observed.

- b. Noise; Nuisances; Odors. No horns, whistles, bells, exterior speakers or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property without the prior written approval of the ARC. No activities which may be offensive or hazardous by reason of odor, fumes, dust, smoke, noise, light, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion are to be conducted or allowed on any of the Property. No noise, light, odor or other nuisance shall be permitted to exist or operate upon any of the Property so as to be offensive or detrimental to any other portion of the Property or other Owners or occupants of the Property. The Board, in its sole discretion, shall determine whether an action or activity constitutes a violation under this section.
- c. Hazardous Activities. No activities shall be conducted or allowed to occur or exist on the Property and no improvements shall be constructed on the Property which are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, activities that are expressly prohibited on the Property include (1) discharging or using firecrackers or fireworks; (2) igniting or maintaining open fires other than contained fires in a barbecue pit used for cooking purposes or in a designated interior or exterior fireplace; (3) using or storing liquid propane or gas, gasoline, oil, or any other type of flammable liquid or gas, unless such liquids and gases are customarily used for residential purposes; (4) discharging or using firearms, bows and arrows, crossbows, slingshots, darts, or other projectile devices or weapons, or any other shooting or hunting; or (5) placing, using or storing fertilizers, pesticides, or herbicides, other than those generally available to the public for consumer use and approved by a government agency having appropriate jurisdiction and used for the intended and approved purpose.
- d. Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any portion of the Property. No derrick or other structure designated for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Property.

Notwithstanding the foregoing, the Declarant and the Association shall be permitted to drill and operate water wells on the Property.

- e. Machinery, Vehicles, and Equipment; Unsightly Articles. No article(s) deemed to be unsightly by the ARC shall be permitted to remain on any Lot or portion of the Property so as to be visible from any adjacent Lots, Common Areas, or other portions of the Property or from any public or private rights-or-way. Without limiting the generality of the foregoing, no lumber, metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. Passenger vehicles, motorcycles, and scooters owned or used by an Owner, an Owner's guests, invitees, or licensees, or an occupant of the Property, shall not be parked or left on any portion of the Property other than in such Owner's garage or driveway for longer than twelve (12) hours at a time, and no more than two (2) passenger vehicles may be parked on the driveway or in any other manner as to be visible from any other portion of the Property on a daily basis. All trailers, graders, trucks (other than pick-up trucks limited to a three-quarter (3/4) ton capacity), boats, tractors, campers, recreational vehicles, wagons, buses, golf carts, motorcycles, motor scooters, and maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view. Service areas and storage areas shall be appropriately screened or blocked from view and no repair or maintenance work shall be done or allowed to occur on any of the foregoing, or on any other vehicle or automobile, other than minor emergency repairs, except in enclosed garages or other structures. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such periods of time as reasonably necessary to provide services or make deliveries, and the provisions of this section shall not apply to periods of construction, provided that sound construction management practices are implemented and observed.
- f. Animals. No animals, livestock, or poultry of any kind, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not customarily considered to be a domestic household pet, may be raised, bred, kept, trained, maintained, or cared for on any of the Property. No more than four (4) domestic household pets, such as dogs and cats, are allowed to be kept on each Lot and such domestic household pets must be restrained or confined to a secured fenced yard or kept inside a Residence. No animals shall be allowed to run at large, and all areas to which an animal is confined must be clean, sanitary, and reasonably free of refuse, insects, and any other waste at all times. No breeding, raising, training, or boarding animals for hire or remuneration is permitted on any Lot. All pets permitted by this Declaration to be kept on a Lot shall at all times be properly vaccinated, neutered or spayed and cared for. All Owners, occupants, visitors, and licensees shall take every reasonable action to ensure that their pets do not create a nuisance by barking or other action.

- g. Commercial Activities. No Lot or Improvement thereon shall be used for any business, professional, commercial or manufacturing purpose of any kind for any length of time, except for discreet business activities that are consistent with the residential character of the Subdivision and are not apparent or detectable by sight, sound or smell from outside the Residence. Any business activities permitted to be conducted on the Property may not involve regular visitation of guests, invitees, or licensees or door-to-door solicitation of Owners or occupants of the Property. Notwithstanding the foregoing, Declarant and Declarant's licensees and/or assigns shall have the right to maintain model homes, temporary or permanent sales, marketing and/or construction centers and offices, and to conduct open houses or other marketing events to which the general public may be invited. No Improvements on a Lot may be used as an apartment, flat, lodging, rental, or hotel, except for Single Family residential purposes once per calendar year for a minimum term of six (6) months. Any such permitted tenants shall be notified of and required to comply with all of the provisions of this Declaration and any Dedicatory Instruments, and Declarant and the Association and their agents and assigns shall have the right to enforce all provisions of this Declaration and the Dedicatory Instruments against such permitted tenants.
- h. Signs, Displays, and Flags. No sign, emblem, object, display, or flag of any kind shall be placed or displayed on any Lot or mounted, painted, or attached to any Residence or Improvement on a Lot so as to be visible from public view without approval of the ARC, except as set forth below. The Association may remove any item displayed in violation of this section.
- i. *Legal Proceedings*. Signs required for legal proceedings may be displayed on the Property in accordance with applicable law.
 - ii. *For Sale or Rent*. An Owner may display or erect one (1) sign not exceeding four (4) feet by six (6) feet on the Owner's Lot, advertising that the Lot is for sale or rent.
 - iii. *Declarant's or Builder's Signs*. Signs or billboards may be placed or erected by Declarant or its agents or assigns or by any builder of a Residence or Improvement on the Property upon approval by Declarant.
 - iv. *Political Signs*. An Owner may display or erect one (1) political sign not exceeding four (4) feet by six (6) feet on the Owner's Lot, advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal, provided that such sign shall not be placed or erected on the Owner's Lot more than ninety (90) days before the date of the election to which the sign relates and shall be removed within fifteen (15) days after that election date.

- v. *Religious Items.* An Owner may display or affix on the entry to the Residence on a Lot one or more religious items, the display of which is motivated by the Owner's or occupant's sincere religious belief, provided that such display or religious item does not threaten the public health or safety, violate a law, contain language graphics or any display that is patently offensive to a passerby, is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the Residence, or individually or in combination with each other religious item displayed or affixed on the entry door or door frame have a total size of greater than twenty-five (25) square inches.

- vi. *Flags.* An Owner may display the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces on the Owner's Lot in accordance with this section. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10. The flag of the State of Texas must be displayed in accordance with Chapter 3100, Texas Government Code. A displayed flag on an Owner's Lot may not exceed three (3) by five (5) feet. No more than one (1) flagpole, whether attached to a Residence or freestanding, may be installed, displayed or erected on a Lot, and no flagpole may be more than twenty (20) feet in height. Any flagpole attached to a Residence or Improvement or any freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the Residence. The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record. A displayed flag and the flagpole on which it is flown must be maintained in good condition by the Owner and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed by the Owner. The location of a flagpole and any lights used to illuminate a displayed flag must be approved by the ARC. An Owner who displays a flag must take reasonable actions to abate any noise cause by an external halyard of a flagpole. No Owner may install or display a flag or flagpole on property that is owned or maintained by the Association or within the Common Areas.

**ARTICLE III.
DEVELOPMENT AND MAINTENANCE STANDARDS**

3.01 Lots.

- a. Consolidation of Lots. An Owner of adjoining Lots, with ARC approval, may consolidate those Lots into one site for the construction of a Residence.

- b. Subdivision Prohibited. No Lot may be further subdivided.
- c. Easements. No easement in a Lot may be granted without ARC approval.
- d. Maintenance. Each Owner must keep the Lot, all landscaping, the Residence, and all Improvements in a neat, well-maintained, and attractive condition.

3.02 Residences and Improvements.

- a. Aesthetic Compatibility. All Residences and Improvements must be aesthetically compatible with the Subdivision, as determined by the ARC.
- b. Maximum Height. The maximum height of a Residence is thirty-five feet above grade.
- c. Required Area. The total area of a Residence, exclusive of porches, garages, or carports, must be at least two thousand and two hundred (2,200) square feet.
- d. Location on Lot. No Residence or Improvement may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Improvements must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. Garages. Each Residence must have at least one front-entry garage accessed by a driveway.
- f. Damaged or Destroyed Residences and Improvements. Any Residence or Improvement that is damaged must be repaired within one hundred and eighty (180) days (or within a period approved by the ARC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Improvement that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety (90) days and the Lot restored to a clean and attractive condition.
- g. Fences and Walls. No fence or wall may be located forward of the front wall line of the Residence. All fences and gates for rear and side yards must be made of cedar and be located beginning at the rear corner of the Residence.
- h. Traffic Sight Lines. No landscaping that obstructs traffic sight lines may be placed on any Lot.
- i. Sidewalks. When the Residence is constructed, if the Lot is improved with sidewalks, such sidewalks must connect with the sidewalks on adjacent Lots.

- j. Landscaping. Landscaping plans must be submitted for review by the ARC no later than thirty (30) days after completion of construction of the Residence. Landscaping installation must be completed no later than ninety (90) days after plan approval by the ARC. Further landscaping requirements may be set forth in the rules, standards, or guidelines of the ARC.

3.03 **Building Materials for Residences and Improvements.**

- a. Roofs. Only thirty (30) _year architectural shingle roofs may be used on Residences and Improvements, unless otherwise approved by the ARC. Notwithstanding the foregoing, roofing materials that are (i) designed primarily to be wind and hail resistant, (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles, or (iii) provide solar generation capabilities that, when installed, (i) resemble the shingles used or otherwise authorized for use in the Subdivision, (ii) are more durable than and are of equal or superior quality to shingles used or authorized for use in the Subdivision and (iii) match the aesthetics of the property surrounding the owner's property are permissible provided that ARC approval is obtained.
- b. Air Conditioning. Window- or wall-type air conditioners may not be used in a Residence.
- c. Exterior Walls. All Residences must be made of masonry on all sides of the first floor and the front side of the second floor and have concrete lap siding on the sides and the rear of the second floor, unless otherwise approved by the ARC.
- d. Color Changes. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ARC.
- e. Driveways and Sidewalks. All driveways and sidewalks must be concrete surfaced with a broom finish, unless otherwise approved by the ARC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- f. Lot Identification. Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

ARTICLE IV. ASSOCIATION

4.01 **Establishment and Governance**. The Association is a Texas nonprofit corporation established by filing its Certificate with the Texas Secretary of State and governed by the Certificate, this Declaration, and the Bylaws, as may be amended. Neither the Certificate nor the Bylaws shall for any reason be amended or interpreted so as to be inconsistent with this Declaration.

4.02 **Rules.** The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

4.03 **Membership.** Each Owner is a Member of the Association. Membership is appurtenant to and runs with the Owner's property interest, and membership may not be separated from, or in any way transferred, pledged, mortgaged, or alienated from the Owner's property interest.

4.04 **Voting Rights.**

- a. Owners. Each Owner of each Lot shall be entitled to cast one (1) vote for each Lot so owned on all matters to be voted on by the Members. If there is more than one Owner of a Lot or Lots, together they shall have one (1) vote among them for each Lot they own together. The vote for such Lot with multiple Owners shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.
- b. Declarant. Notwithstanding the foregoing, Declarant shall have fifteen (15) votes for each Lot owned by Declarant. If any portion of the Property has not been subdivided into Lots, for the purposes of calculating the number of votes allocated to Declarant pursuant to this section, such portion of the Property shall be deemed to include three (3) Lots per acre.
- c. Board. The affairs of the Association shall be governed by a Board of Directors. Each director has one vote. The initial Board is composed of the directors named in the Certificate. The election and terms of the directors are further set forth in the Bylaws.
- d. Meetings. There shall be an annual meeting of the Members of the Association at such reasonable place and time as may be designated by the Board in accordance with the Bylaws. Written or printed notice, stating the place, day, and hour of each meeting of the Association shall be delivered to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting.
- e. Duties. The Association acting through the Board shall have the duties set forth in this Declaration, the Certificate and the Bylaws. Without limiting the generality of the foregoing, the Association shall have and perform the following duties, as necessary:
- f. Common Areas. The Association shall accept ownership of any Common Areas conveyed to it by the Declarant, if any. The Association shall operate and control all Common Areas, together with all Improvements of whatever kind and for whatever purpose located within the Common Areas. The Association shall maintain the Common Areas in good repair and condition.

- g. Assessments. The Association shall levy and collect assessments to provide for the operation, maintenance, repair, replacement, preservation, security and protection of the Common Areas, and as otherwise necessary for the performance of the functions of the Association in accordance with this Declaration, the Certificate, the Bylaws, and any other Dedicatory Instruments.
- h. Enforcement. The Association shall enforce this Declaration on its own behalf and on behalf of all Owners. The Board shall be authorized to initiate litigation, settle claims, enforce liens, and take all actions it deems necessary or expedient to enforce the provisions of this Declaration. Provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its agents, successors and assigns, as a direct result of Declarant's activities in installing, constructing or maintaining any roadways, driveways, parking areas, sidewalks, utilities, drainage or water quality facilities or other Common Areas Improvement, unless such suit arises in connection with the gross negligence or willful misconduct of Declarant, its agents, successor or assigns.
- i. Other. Without limiting the foregoing, the Association shall carry out and enforce all duties of the Association set forth in this Declaration, the Certificate, and the Bylaws.
- j. Powers. The Association shall have the powers of a Texas nonprofit corporation and a property owners' association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by the Dedicatory Instruments. Without limiting the generality of the foregoing, the Association shall have the power and authority at all times to perform the acts permitted in the Bylaws.

4.05 **Limitation of Liability and Indemnification.**

- a. Limitation of Liability. No member of the Board, officer of the Association, member of the ARC or member of any other committee of the Association shall be personally liable to any Owner or to the Association for any damage, loss, prejudice suffered or claimed on account of any act, omission, error or negligence of such Person, provided that such Person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct or gross negligence.
- b. Indemnification. Subject to the provisions of the Texas Business Organizations Code, the Association shall indemnify any Person who is made a party, or who is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that such Person is

or was a member of the Board, officer of the Association, member of the Architectural Review Committee or member of any other committee of the Association, or as a result of any act performed pursuant to this Declaration by such Person, against expenses (including attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such Person in conjunction with such action, suit or proceeding if it is found and determined by the Board or a Court that such Person (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, the Property and the Owners, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, the Property and the Owners, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses.

- c. Insurance. The Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE V. ARCHITECTURAL REVIEW COMMITTEE (ARC)

5.01 Establishment.

- a. Purpose. The ARC is established as a committee of the Association to assist the Association in ensuring that all Residences, Improvements, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments. The ARC shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or the other Dedicatory Instruments or as may be assigned to it by the Board from time to time.
- b. Members. The ARC consists of at least three (3) persons initially appointed by the Declarant. The Board shall have the right to appoint, remove or replace an ARC member upon the delegation of this right and duty by the Declarant to the

Board in writing. Members of the ARC need not be Owners or Members of the Association.

- c. Term. Each member of the ARC shall serve in such position for a period of two (2) years or until he or she resigns or has been removed by the Board.
- d. Guidelines. Subject to Board approval, the ARC may adopt architectural guidelines (“**Architectural Guidelines**”) that do not conflict with this Declaration or the other Dedicatory Instruments to establish the standards for design, construction, landscape, and hardscape for Lots. The Architectural Guidelines may be modified or supplemented by the ARC subject to Board approval from time to time. On request, Owners will be provided a copy of the Architectural Guidelines then in effect from the Declarant, Association, or ARC. The Board or ARC may, but is not obligated to, adopt additional procedural and substantive rules and guidelines as it may deem necessary or appropriate in connection with the performance of its duties hereunder, provided such additional rules and guidelines do not conflict with this Declaration.

5.02 Plan Review.

- a. Required Approval by ARC. No Residence, Improvement, or structure may be commenced, erected, maintained, altered, or removed on any Lot or any other portion of the Property unless and until the plans, specifications, and any other documents requested by the ARC have been submitted to and approved by the ARC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Improvements depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ARC may require. The ARC shall have the authority to disapprove any proposed Improvement that does not comply with the Architectural Guidelines or this Declaration or that is deemed incompatible or inconsistent with development within the Property and the surrounding area.
- b. Procedures.
 - i. *Architectural Guidelines.* The procedures for review and approval of plans shall be as set forth in the Architectural Guidelines and are incorporated herein by reference. The procedures shall include a pre-application meeting with the ARC or one of its members, a preliminary submittal, and a final submittal, all as more particularly described in the Architectural Guidelines.
 - ii. *Deemed Approval.* If the ARC fails to give notice of approval or disapproval of the plans and specifications to the submitting Owner within forty-five (45) days after receipt by the ARC (“**Review Period**”), the submitted plans and specifications are deemed disapproved.

- iii. *Extension of Review Period.* If the ARC requires additional or amended documents or information, it shall notify the submitting Owner within forty-five (45) days of receipt by the ARC and the Review Period shall be extended to fifteen (15) days following the date upon which such additional or amended materials are received by the ARC. If such additional or amended materials are not received within thirty (30) days after notification and request by the ARC, then the submitted plans and specifications are deemed disapproved.

- iv. *Waivers and Variances.* The ARC may grant such waivers of and variances from compliance with any of the restrictions contained in this Declaration or the Architectural Guidelines as it deems necessary or appropriate based upon the quality and design of a proposed Improvement. All decisions granting waivers or variances shall be evidenced in writing. The granting of any waivers and variances shall not operate or be deemed to waive or amend any of the terms and provisions of this Declaration or the Architectural Guidelines for any purpose except as to the particular proposed Improvement or the particular work completed for which the waiver or variance was granted. Waivers or variances granted by the ARC will not create any right of estoppel against the ARC's right to withhold approval of any similar plans, materials, modifications, or waivers subsequently submitted for approval, and no waiver or variance granted by the ARC will be considered to establish a precedent for any future waiver, variance, or approval of similar matters or proposed Improvements, nor will they be considered to amend the terms and provisions of this Declaration or the Architectural Guidelines.

5.03 **ARC Decisions.** Except as otherwise provided herein, decisions of the ARC shall be by a majority vote of the members of the ARC. All decisions of the ARC shall be final and binding, provided that such decision has been made in good faith and otherwise in accordance with the terms and conditions of this Declaration and the other Dedicatory Instruments.

5.04 **Fees.** The Board shall establish and may thereafter amend from time to time an application fee that shall be paid by each Owner at the time of submittal or resubmittal of any application and plans and specifications. Such fees shall not exceed the reasonable costs and expenses of the Board and the ARC, including costs of hiring third party architects and other consultants) for the processing and review of plans and specifications.

5.05 **Nonconforming or Unapproved Improvements.** The ARC, at its option, may inspect all work in progress or completed to ensure compliance with any approved plans and specifications. The ARC may require any Owner to restore such Owner's Lot to the condition existing prior to the construction, alternation, or removal of any Improvement thereon, including, without limitation, the demolition and removal of any unapproved or nonconforming Improvement, if such Improvement was constructed or altered in violation of

this article. In addition, the ARC may cause such restoration, demolition, and removal of any such Improvement, and levy the amount of the costs associated therewith as an Individual Assessment (as defined herein) against that Lot upon which such unapproved or nonconforming Improvement was constructed or altered.

5.06 Limitation on Liability. Notwithstanding anything to the contrary in this Declaration, neither the Declarant, nor the Association nor its Members, nor the Board nor its Member, nor the ARC nor its members, will be liable in any way to any Owner, any Person, or any other third party due to the (i) the approval or disapproval of any Plans or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved Plans or any materials submitted therewith; (iii) the development of the Property; (iv) the structural capacity or safety features of any proposed Improvement; (v) whether or not the location of a proposed Improvement on the building site is free from possible hazards from flooding, or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; (vii) compliance with governmental laws, ordinances and regulations; or (viii) any other decision made or action taken or omitted to be taken under the authority of this Declaration; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him and otherwise in accordance with the terms and conditions of this Declaration.

5.07 Address. The address of the ARC is 7200 North Mopac Expressway, Suite 350, Austin, Texas 78731, or such other place or address as may from time to time be designated by the ARC by written instrument.

ARTICLE VI. ASSESSMENTS

6.01 Authority and Purpose. The Association may levy Regular, Special and Individual Assessments (individually defined herein; collectively, "**Assessments**") against each Owner and each Lot to promote the recreation, health, and comfort of the Owners; to protect the value and desirability of the Property and the Subdivision; to improve, maintain, repair, replace, preserve, and protect the Common Areas; and to fund the operating expenses and functions of the Association for carrying out its purpose and obligations. Notwithstanding any provision herein to the contrary, the Declarant and Lots or portions of the Property owned by the Declarant or the Association are exempt from the payment of Assessments.

6.02 Personal Obligation and Creation of Lien. Except for the Declarant, each Owner by acceptance of a deed to a Lot shall be deemed to covenant and agree to pay to the Association each Assessment levied hereunder against such Owner or Lot, whether or not such covenant is expressed in any such deed or other instrument of conveyance. Each Assessment, together with any interest thereon and costs and expenses of collection thereof, including, without limitation, reasonable attorney's fees, shall be a personal obligation and debt of the record Owner at the time of the Assessment. Assessments are secured by a continuing vendor's lien which is hereby created and impressed on each Lot, which lien is reserved by the Declarant and assigned to the

Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments. The Association may adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial or installment payments to the Association for Assessments or other amounts owed to the Association without accruing additional interest or monetary penalties.

6.03 Regular Assessments. Prior to the beginning of each calendar year for the Association, the Board shall establish a budget for the following year and estimate the expenses to be incurred by the Association for the operation, maintenance, repair, replacement, preservation and protection of the Common Area and the performance of the other functions of the Association pursuant to this Declaration, including a reasonable allowance for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Regular Assessments sufficient to pay such estimated net expenses shall then be determined and levied by the Association ("**Regular Assessments**"), which shall be final and binding so long as such determination is made in good faith. All Regular Assessments shall be due and payable by the Owners to the Association in equal semi-annual installments on or before the first (1st) day of January and the first (1st) day of July of each calendar year, or in such other manner as the Board may approve or designate in its sole and absolute discretion.

6.04 Special Assessments. In addition to the Regular Assessments provided above, the Association may also levy Special Assessments ("**Special Assessments**") when, in the Board's sole opinion, such Special Assessments are necessary to enable the Board and the Association to carry out the Association's functions. The amount of any Special Assessment shall be determined by the Board in its sole discretion and shall be due and payable in any manner as the Board may designate.

6.05 Individual Assessments. In addition to Regular and Special Assessments provided above, the Association may also levy Individual Assessments ("**Individual Assessments**") against an Owner and the Owner's Lot. Such Individual Assessments may include fees upon transfer of ownership of a Lot; fees for review of plans and specifications submitted to the ARC; fees or charges when levied on a per-Lot basis; pass-through expenses for services to Lots or Owners provided by the Association, which are equitably divided between certain Lot according to the benefits received; fines for violations of this Declaration or the other Dedicatory Instruments; late charges, interest, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Declaration; transactional fees charged by the Association for preparation of closing and transfer documents and certificate; and reimbursement for damage or waste caused by willful misconduct or negligent acts of the Owner or the Owners' guests, invitees, or occupants. The amount of any Special Assessment shall be determined by the Board in its sole discretion and shall be due and payable in any manner as the Board may designate.

6.06 Collection and Enforcement of Assessments.

- a. Interest. Any Assessments not paid by the date the same is due shall be deemed delinquent and shall bear interest at the rate established by the Board from time

to time, and until the Board modifies such rate, the rate shall be the lesser of 18% per annum or the maximum lawful rate then in effect, and interest at such rate shall accrue from the date originally due, together with all costs and expenses of collection, including without limitation, reasonable attorney's fees, until paid.

- b. Priority of Payments. A payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority: (i) any delinquent Assessment; (ii) any current Assessment; (iii) any attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or any other charges that could provide the basis for foreclosure; (iv) any other attorney's fees incurred by the Association that are not subject to the foregoing provision; (v) any fines assessed by the Association; and (f) any other amount owed to the Association by such Owner. The foregoing notwithstanding, if, at the time the Association receives a payment from an Owner such Owner is in default under an alternative payment schedule entered into with the Association, the Association is not required to apply the payment in the order of prior specified above, and in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
- c. Personal Obligation. In order to secure payment of the Assessments, interest, late fees and enforcement costs due hereunder, each Owner by his acceptance of a deed to a Lot or any other part of the Property, hereby vests in the Board of the Association or its agents the right and power to bring all appropriate actions against such Owner personally for the collection of such Regular Assessments, Special Assessments, Individual Assessments, interest, and costs and expenses of enforcement and collection as a debt.
- d. Lien. The Assessments levied hereunder, together with interest thereon and the costs and expenses of enforcement and collection thereof, including reasonable attorney's fees, as herein provided, is secured by a continuing lien and charge on the Lot against which such Assessment was levied. This Declaration alone evidences the aforesaid lien for payment of Assessments. Such lien for payment of Assessments shall bind such Lot in the hands of the Owner, and shall be superior to all other liens and charges against such Lot, except only for tax liens and any first lien mortgage securing sums borrowed for the purchase or improvement of such Lot, provided such mortgage lien was recorded in the Official Public Records of the county in which the Property was located, before such Assessment was due. The Association shall have the power, in the Board's sole and absolute discretion, to subordinate the aforesaid lien for payment of Assessment to any other lien. Any such subordination shall be signed by an officer of the Association and recorded in the Official Public Records of the county in which the Property is located. Upon written request of any holder of a lien on any Lot that is superior to the lien for payment of Assessments as provided herein, the Association shall report to said holder the amount of any

Assessments levied against such Lot remaining unpaid for a period of more than thirty (30) days after the same are due.

- e. **Foreclosure.** Any lien for the payment of Assessments shall be enforceable by the Board or the Association or its agents through all lawful means, including, without limitation, judicial or non-judicial foreclosure pursuant to the Texas Property Code, as amended from time to time. The Owner of the affected Lot shall be liable for any fees, costs, or expenses, including attorney's fees, incurred by the Association in connection with any foreclosure proceeding, and the Association may recover the same in the same manner as set forth above relating to Assessments, interest, and other costs. Notwithstanding the foregoing, the Association may not foreclose an Assessment lien if the debt securing the lien consists solely of (i) fines assessed by the Association, (ii) attorney's fees incurred by the Association solely associated with fines assessed by the Association, or (iii) amounts added to the Owner's account as an Assessment under Section 209.005(i) of the Texas Property Code (relating to fees incurred in connection with the reproduction of the Association's book and records). The foreclosure of a first lien mortgage extinguishes the Association's lien as to Assessments due before the foreclosure, and any delinquent Assessment's shall be paid out of the proceeds of such foreclosure sale to the extent that funds are available after the satisfaction of the first lien mortgage. However, the extinguishing of any lien for payment of Assessments as herein provided will not relieve any Owner from the personal obligation to pay Assessments subsequently becoming due and payable.

ARTICLE VII. GENERAL PROVISIONS

7.01 **Term.** This Declaration, including all of the covenants, conditions, and restrictions herein, shall run with the land and continue in force and effect until December 31, 2059, unless earlier terminated as herein provided. After December 31, 2059, this Declaration, including all such covenants, conditions, and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Declarant, if Declarant is an Owner, and the Owners of at least sixty-seven percent (67%) of the Property.

7.02 **Amendment.** Any of the provisions of this Declaration may be amended, modified or repealed at any time by a vote of sixty-seven percent (67%) of the Owners in the Association at a meeting in accordance with the Bylaws. Such amendment shall be effective upon the recording of an instrument that sets forth the amendment with a certification that such amendment has been approved by the requisite number of votes, is signed by the President and Secretary of the Association, acknowledged, and recorded in the Official Public Records of the county in which the Property is located.

7.03 **Enforcement.** Declarant, the Association, or any Owner at his own expense shall have the right to enforce, by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights, and duties imposed, allowed, or granted by the provisions of this Declaration.

7.04 **No Waiver.** Failure to enforce any provision, restriction, covenant, condition, duty or right herein contained shall in no event constitute or be deemed a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration or the Dedicatory Instruments.

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

7.06 **Notices.** Any notice required or permitted to be given by this Declaration or the other Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail or hand delivery. Notice is deemed delivered (a) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, whether actually received or not by the Member, (b) when sent by email or fax to the last known email address or fax number according to the Association's records, or (c) when actually received by any other means, including, without limitation, hand delivery or delivery by overnight courier.

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

7.08 **Severability.** If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7.09 **Construction.** Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter. The captions and sections headings contained in

this Declaration are for convenience only, and shall not be considered as defining or limiting in any way the intent of the provisions hereof.

7.10 Alternative Dispute Resolution. The Declarant, the Association, its agents and Members, the ARC, the Owners, and each party subject to this Declaration agree not to file suit in any court regarding a claim, controversy, or dispute arising out of or relating to the interpretation, application or enforcement of this Declaration and any amendments or supplements thereto, any Architectural Guidelines, the Certificate, the Bylaws, and any other Dedicatory Instruments, unless and until they have first submitted such claim, controversy or dispute to alternative dispute resolution in accordance with this section.

a. Procedures.

- i. *Notice.* The party asserting a claim (“**Claimant**”) against another party (“**Respondent**”) shall give written notice to each Respondent stating (i) the nature of the claim, (ii) the parties involved, (iii) the legal basis of and authority for the claim, and (iv) the Claimant’s proposed resolution or remedy.
- ii. *Negotiation.* Then Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by reasonable and good faith negotiations. The Board may appoint a representative to assist in such negotiations.
- iii. *Mediation.* If the parties have not resolved the claim through negotiation within thirty (30) days after delivery of the notice of the claim (or such other negotiation period upon which the parties may agree), the Claimant will have thirty (30) days to submit the claim to mediation by an impartial person or entity designated by the Association, unless the Association is a party to the claim, in which case the Association shall designate an impartial party not personally acquainted with the Board or the Association’s officers or the Association. Each party shall bear its own costs of the mediation, including attorney’s fees. Each Claimant and Respondent shall share equally all reasonable fees charged by the mediator.
- iv. *Settlement.* Any settlement of a claim through negotiation or mediation will be documented in writing and signed by the parties.
- v. *Litigation; WAIVER OF JURY TRIAL.* If the parties have not resolved the claim through mediation within thirty (30) days after submittal to the mediator, the Claimant will thereafter be entitled to file suit or to initiate administrative proceeding on the claim. EACH OF THE PARTIES AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, CONNECTED WITH,

RELATED TO, OR INCIDENTAL TO THIS DECLARATION. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

- b. Exempt Claims. Notwithstanding any contrary provision, the following claims and actions are not subject to the limitations, restrictions, and requirements to participate in the alternative dispute resolutions procedures set forth above; however, any attempt to resolve the following claims and action through said alternative dispute resolution procedures shall not be deemed a waiver of, and a party shall not be deemed estopped from exercising, the right of such party to institute any action at law or in equity to resolve such exempt claim or action:
- i. any suit by the Association to collect Assessments or other amounts due from any Owner;
 - ii. any action or judicial or non-judicial procedure to foreclose the liens created by this Declaration;
 - iii. any suit by the Association or Declarant to enforce the terms of this Declaration or preserve the Association's ability to enforce this Declaration;
 - iv. any suit in which any indispensable party is not a party subject to this Declaration; and
 - v. any suit filed within thirty (30) days prior to the expiration of an applicable statute of limitation relating to the claim.

**ARTICLE VIII.
SPECIAL PROVISIONS - LOT 24**

Lot 24 of Thousand Oaks Subdivision, as described by the Plat, is owned by 20/20-Acquisitions, LLC, a Texas limited liability company, ("20/20"). 20/20 consents to and joins in this Declaration, which is binding on and runs with the land, as applied to Lot 24. It is agreed the residence currently existing on Lot 24 is deemed grandfathered from compliance with the Dedicatory Instruments and such residence need not be modified in accordance with the Dedicatory Instruments at the time of filing this Declaration. Provided that, upon written notice of a non conformity with the Dedicatory Instruments, the owner of Lot 24 must modify any existing structures other than the residence on Lot 24 to comply with the Dedicatory Instruments within sixty (60) days of receipt of such notice. Provided further that, the owner of Lot 24 must conform all activities and uses on Lot 24 to the restrictions imposed by the Dedicatory Instruments. Any new improvements or structures constructed, built, or placed on Lot 24 or any substantial modification to the existing residence on Lot 24 after the date of filing this Declaration must be made in accordance with the Dedicatory Instruments, and ARC

JOINDER BY OWNER

WHEREAS, the undersigned hereby approves, encumbers, and subjects Lot 24 to the Declaration of Covenants, Conditions and Restrictions for Thousand Oaks Subdivision, to which this Joinder page is attached, which shall be effective as of the date of recording of said Declaration.

OWNER

20/20-ACQUISITIONS, LLC,
a Texas limited liability company

By: Scott C. Kodak

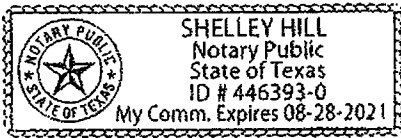
Printed: Scott C. Kodak

Its: Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Joinder by Owner to the Declaration of Covenants, Conditions and Restrictions for Thousand Oaks Subdivision was acknowledged by Scott Kodak, Manager of 20/20-Acquisitions, LLC, a Texas limited liability company, before me the undersigned authority on this the 11th day of December, 2017.



[Signature]
Notary Public - State of Texas

**EXHIBIT A
PROPERTY DESCRIPTION**

OF A 21.57 ACRE TRACT, MORE OR LESS, OUT OF THE M.P. ANDERSON SURVEY NO. 723, ABSTRACT NO. 27, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 22, AND A PORTION OF LOT 21, BLOCK 9, CEDAR PARK RANCHETTES, UNIT THREE, RECORDED IN CABINET B, SLIDE 30, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF TRACT 3, CEDAR PARK RANCHETTES, RECORDED IN CABINET A, SLIDE 393, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF LOTS A AND B, RESUBDIVISION OF A PORTION OF LOT 3, CEDAR PARK RANCHETTES, RECORDED IN CABINET I, SLIDE 155, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 21.57 ACRE TRACT, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD SET IN THE SOUTHERLY RIGHT-OF-WAY OF CEDAR PARK DRIVE (50' RIGHT-OF-WAY) BEING THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED TO DWAYNE E. WHITMARSH, RECORDED IN DOCUMENT NO. 2005101025, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN THE DEED TO WHITNEY WALSH, RECORDED IN DOCUMENT NO. 2000020696, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N78°24'53"E, ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID CEDAR PARK DRIVE, A DISTANCE OF 190.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF SAID WHITNEY WALSH TRACT;

THENCE, S11°32'59"E, DEPARTING SAID RIGHT-OF-WAY, AND ALONG THE WEST LINE OF SAID WHITNEY WALSH TRACT, AT A DISTANCE OF 226.73 FEET PASSING A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF A TRACT DESCRIBED IN THE DEED TO WHITNEY WALSH RECORDED IN DOCUMENT NO. 2000020695 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUE IN ALL A DISTANCE OF 737.08 FEET TO A 1/2 INCH IRON ROD FOUND ALONG THE NORTH LINE OF SAID LOT B, RESUBDIVISION OF A PORTION OF LOT 3, CEDAR PARK RANCHETTES;

THENCE, N69°42'18"E, ALONG THE NORTH LINE OF SAID LOT B, AT A DISTANCE OF 80.27 FEET PASSING THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED TO WILLIAM B. AND MARILYN AVERY, RECORDED IN DOCUMENT NO. 2005064497, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONTINUE IN ALL A DISTANCE OF 297.63 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID WILLIAM B. AND MARILYN AVERY TRACT;

THENCE, S20°43'03"E, ALONG THE EASTERLY LINE OF SAID WILLIAM B. AND MARILYN AVERY TRACT, A DISTANCE OF 997.94 FEET TO THE NORTHERLY RIGHT-OF-WAY OF WEST PARK STREET;

THENCE, S67°07'39"W, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID WEST PARK STREET, A DISTANCE OF 217.55 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID WILLIAM B. AND MARILYN AVERY TRACT;

THENCE, N20°43'03"W, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID WEST PARK STREET, A DISTANCE OF 10.00 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF LOT A, RESUBDIVISION OF A PORTION OF LOT 3 CEDAR PARK RANCHETTES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET I, SLIDE 155 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S67°14'53"W, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID WEST PARK STREET, AT A DISTANCE OF 187.08 FEET PASSING THE SOUTHWEST CORNER OF SAID LOT A, ALSO BEING THE SOUTHEAST CORNER OF LOT B OF SAID RESUBDIVISION OF A PORTION OF TRACT 3, CEDAR PARK RANCHETTES, AND CONTINUE IN ALL A DISTANCE OF 237.09 FEET TO A 1/2 INCH IRON ROD SET IN THE EAST LINE OF THE TRACT DESCRIBED IN THE DEED TO WILLIAM B. AVERY, JR., RECORDED IN DOCUMENT NO. 2005017115 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FOR THE SOUTHWEST CORNER OF SAID LOT B;

THENCE, S20°43'03"E, ALONG THE EASTERLY LINE OF SAID WILLIAM B. AVERY TRACT AND NORTHERLY RIGHT-OF-WAY OF SAID WEST PARK STREET, A DISTANCE OF 10.00 FEET TO A 1/2 INCH IRON ROD SET IN SAID NORTHERLY RIGHT-OF-WAY, FOR THE SOUTHEAST CORNER OF SAID WILLIAM B. AVERY TRACT;

THENCE, S67°26'14"W, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID WEST PARK STREET, A DISTANCE OF 149.47 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID WILLIAM B. AVERY, JR. TRACT;

THENCE, DEPARTING THE NORTHERLY RIGHT-OF-WAY OF SAID WEST PARK STREET, WITH THE WEST LINE OF SAID WILLIAM B. AVERY, JR. TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

- 1.) N20°58'31"W, A DISTANCE OF 345.80 FEET TO A 1/2 INCH IRON ROD SET;
- 2.) S69°29'59"W, A DISTANCE OF 125.15 FEET TO A 1/2 INCH IRON ROD SET;
- 3.) N20°52'55"W, A DISTANCE OF 55.78 FEET TO A 1/2 INCH IRON ROD SET;
- 4.) N20°41'26"W, A DISTANCE OF 466.17 FEET TO A 1/2 INCH IRON ROD FOUND;
- 5.) N20°45'56"W, A DISTANCE OF 155.38 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID WILLIAM B. AVERY, JR. TRACT;

THENCE, S67°26'14"W, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID WEST PARK STREET, A DISTANCE OF 149.47 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID WILLIAM B. AVERY, JR. TRACT;

THENCE, N68°52'59"E, ALONG THE NORTHERLY LINE OF SAID WILLIAM B. AVERY, JR. TRACT, A DISTANCE OF 38.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED IN THE DEED TO WHITNEY WALSH, RECORDED IN DOCUMENT NO. 2000020694 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N11°34'52"W, WITH THE WEST LINE OF SAID THIRD MENTIONED WHITNEY WALSH TRACT, A DISTANCE OF 527.36 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF SAID THIRD MENTIONED WHITNEY WALSH TRACT;

THENCE, N78°27'06"E, WITH THE NORTH LINE OF SAID THIRD MENTIONED WHITNEY WALSH TRACT, A DISTANCE OF 200.25 FEET TO A 1/2 INCH IRON ROD SET IN THE WEST LINE OF SAID SECOND MENTIONED WHITNEY WALSH TRACT FOR THE NORTHEAST CORNER OF SAID THIRD MENTIONED WHITNEY WALSH TRACT;

THENCE, N11°33'16"W, WITH THE WEST LINE OF SAID SECOND MENTIONED WHITNEY WALSH TRACT, AT A DISTANCE OF 41.09 FEET PASSING A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID FIRST MENTIONED WHITNEY WALSH TRACT, AND CONTINUE IN ALL, A DISTANCE OF 270.19 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 21.57 ACRES, MORE OR LESS.

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2017118520

Pages: 30 Fee: \$133.00

12/27/2017 03:19 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas