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SECOND RESTATEMENT OF
CANYON CREEK
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, that certain real property described as Canyon Creek Sections One, 17, 17B, 18, 19A, 19B, 20, 21, 26, 27 and 33, subdivisions in Travis County, Texas according to the map or plat thereof recorded in Volume 85, Page 150B-151B; Volume 92, Pages 210-211; Volume 93, Pages 138-139; Volume 97, Pages 239-240; Volume 89, Pages 73-74; Volume 91, Pages 219-221; Volume 12396, Pages 662-664; Volume 98, Pages 163-165; Volume 90, Pages 94-95; Volume 90, Pages 324-325, and Volume 93, Pages 398-399 (respectively), Plat Records of Travis County, Texas (the "Canyon Creek Subdivisions"); is subject to that certain FIRST RESTATEMENT OF CANYON CREEK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of record in Volume 10978, Pages 579-615 of the Real Property Records of Travis County, Texas (the "Declaration"); and

WHEREAS, Canyon Creek Land, Ltd., a limited partnership, organized and existing under the laws of the State of Texas is "Declarant" pursuant to Section 9.8 of the First Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10978, Pages 579-615 of the "Declaration" by virtue of the Resignation and Assignment of Declarant's Rights of record in Volume 11513, Pages 146-149, Real Property Records, Travis County, Texas; and

WHEREAS, the Declaration may be amended by the Declarant acting alone until May 1, 1998 pursuant to Section 9.3 of the Original Master Declaration effecting real property described in Exhibit "A" attached hereto and brought within the scheme of the Declaration, and the First Restatement of Master Declaration; and

WHEREAS, Canyon Creek Land Ltd., a Texas limited partnership, hereinafter referred to as "Declarant", desires to amend the Declaration by substituting and imposing the covenants, conditions and restrictions set forth in this Second Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions in lieu of the Declaration.

NOW, THEREFORE, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby supersede and replace the First Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions with this Second Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") hereby declaring that (i) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (ii) Lots 2 and 5, Block A and Lot 37, Block D, Canyon Creek Section One previously conveyed from Nash Phillips/Copus, Inc. to Waterloo Builders, Inc. and each contract or deed executed with regard to the Property or any part thereof after April 14, 1988 (the date of execution of the Original Master Declaration) shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I DEFINITIONS

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

1.1. Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Articles. "Articles" shall mean the Articles of Incorporation of Canyon Creek Homeowners' Association, Inc., a Texas non-profit corporation, as from time to time amended.

1.3 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.4 Association. "Association" or "Master Association" shall mean and refer to Canyon Creek Homeowners' Association, Inc." a Texas non-profit corporation, its successors and assigns.

1.5 Board. "Board" shall mean the Board of Directors of the Association.

1.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association adopted by the Board, and as from time to time amended.

1.7 Canyon Creek Restrictions. "Canyon Creek Restrictions" shall mean, collectively, (i) this Master Declaration, together with any and all Supplemental Declarations, as the same may be amended from time to time, (ii) the Canyon Creek Rules, (iii) the Design Guidelines, and (iv) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.

1.8 Canyon Creek Rules. "Canyon Creek Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.9 Common Properties. "Common Properties" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include (i) those areas of land shown on any recorded plat or its equivalent of The Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area", (ii) the unpaved and landscaped areas of the right of way for Boulder Lane from State Highway 620 through the Subdivision and other streets within the Subdivision and (iii) those areas of land deeded to the Association by Declarant.

1.10 Declarant. "Declarant" shall mean Canyon Creek Land, Ltd., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Canyon Creek Land, Ltd. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Design Guidelines. "Design Guidelines" shall mean certain Development, Design Guidelines for Canyon Creek, last updated in 1992, as the same may be amended from time to time.

1.12 Greenbelt or Amenity Area. "Greenbelt" or "Amenity Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners.

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

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

1.15 Master Declaration. "Master Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.16 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.17 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

1.18 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.19 Original Master Declaration. "Original Master Declaration" shall mean that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 of the Real Property Records of Travis County, Texas.

1.20 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, including Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee.

1.21 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

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

1.23 Plat. "Plat" shall mean a final subdivision plat of any portion of the Property.

1.24 Property. "Property" shall mean that real property which is subject to the terms of this Declaration.

1.25 Subassociation. "Subassociation" shall mean any non-profit Texas corporation or unincorporated association organized and established by Declarant or with Declarant's approval, pursuant to or in connection with a Supplemental Declaration.

1.26 Subdivision. "Subdivision" shall mean and refer to Canyon Creek sections described in paragraph one above and such other property within the area described in Exhibit "A" which has been subdivided and shown on a map or plat or record in the Plat Records of Travis County, Texas and brought within the scheme of this Declaration in accordance with the provisions of Article II of this Declaration.

1.27 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further covenants, conditions or restrictions or (iii) to withdraw land from the Property.

ARTICLE II
ADDITIONS TO THE PROPERTY

2.1 Staged Subdivision. The Declarant, its successors and assigns, shall have the right at any time prior to May 1, 2008, to bring within the scheme of this Declaration additional properties in future stages of the development, so long as such properties are within the area described on Exhibit "A" attached hereto (including without limitations, subsequent sections of the Sub-division) without the consent or approval of Owners of any Lots (other than Declarant). Furthermore, additional properties may be annexed into the Property at any time with the consent of two-thirds (2/3rds) of each class of members of the Association. As additional properties are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon recordation of such additional plats or maps and the filing of a Supplemental Declaration containing restrictive covenants pursuant thereto, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of the Property in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

ARTICLE III
GENERAL RESTRICTIONS

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

3.1 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee. Any antenna which is approved by the Architectural Review Committee and which will cover more than fifteen square feet of the surface area of a Lot, shall be screened from view from public or private thoroughfares and adjacent properties.

3.2 Subdividing. No lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review 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 Review Committee.

3.3 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Review Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Review Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.4 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view, except for the 24 hour period beginning at 8:00 p.m. the day before a scheduled trash pickup and ending at 8:00 p.m. the day of a scheduled trash pickup.

3.5 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.6 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee. Anything herein to the contrary notwithstanding, in the case of single-family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and

elevations without the requirement of further review or approval by the Architectural Review Committee.

3.7 Repair of Buildings. 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.

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

3.9 Roofing Materials. All roofing material shall be subject to the approval of the Architectural Review Committee.

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

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

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

3.13 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and

equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

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

3.15 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house all vehicles to be kept on the Lot. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. Automobiles shall include cars, pickups, sport utility vehicles and vans used for the personal transportation of residents or their guests. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.16 Mobile Homes Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.17 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Any Owner whose Lot adjoins the Greenbelt easements bordering either Boulder Lane or Old Lampasas Trail shall maintain that portion of the fence erected on such Lot by Declarant in a good condition of repair, normal wear and tear excepted.

3.18 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept,

maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed areas shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.19 Landscaping. All landscaping shall meet or exceed the more restrictive of the standards set forth in the Design Guidelines or in the Landscaping Regulations of the City of Austin Land Development Code, as the same may hereafter be amended from time to time.

3.20 Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as a part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a publicly dedicated roadway) cultivated, pruned, mowed, and free of trash and other unsightly material, shall install landscape irrigation systems where appropriate for the types of vegetation located on such Lot, and shall maintain all such landscape irrigation systems in good working order.

3.21 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.22 Compliance with Provisions of the Canyon Creek Restrictions. Each Owner shall comply strictly with the provisions of the Canyon Creek Restrictions as the same may be amended from time to time. Failure to comply with any of the Canyon Creek Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

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

3.24 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced. Construction of residential improvements shall begin no later than two (2) years after ownership of the Lot has been legally conveyed by Declarant.

3.25 Setback Requirements. Setback requirements shall be the more restrictive of (a) those set forth on any Plat, or (b) those established by the Architectural Review Committee or Declarant pursuant to Section 4.2 below.

3.26 Rentals. Nothing in this Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof for residential purposes.

3.27 Sidewalks. A sidewalk shall be constructed, in accordance with applicable City of Austin ordinances and regulations, on each Lot, and the Plans and Specifications for all residential buildings on each Lot shall include plans and specifications for such sidewalk, and the same shall be constructed and completed prior to occupation of the residential building. No other sidewalks shall be placed on any Lot without the approval of the Architectural Review Committee.

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

ARTICLE IV USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single family residential use, or for Greenbelt or Amenity Areas. Greenbelt or Amenity Areas may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific areas, Declarant may, in its sole and absolute discretion, permit other improvements and uses.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Review Committee. Minimum yard and set-back requirements may be established by the Architectural Review Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Areas shall be improved, used or occupied, except in such manner as shall have been approved by Declarant,

in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

4.4 Recreational Improvements. Any proposed construction of recreational improvements within a Greenbelt or an Amenity Area shall be subject to approval by the Architectural Review Committee.

ARTICLE V
CANYON CREEK HOMEOWNERS' ASSOCIATION, INC.

5.1 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Master Association as a nonprofit corporation under the laws of the State of Texas. The Master Association shall be created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Master Declaration. Members holding one-tenth of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. The Articles and/or Bylaws may be amended by a majority of the total votes entitled to be cast by Members of the Master Association. In the event the Articles or Bylaws shall for any reason be inconsistent with this Master Declaration, this Master Declaration shall control. Nothing in this Master Declaration shall prevent the creation, by provision therefore in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to Assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Exhibit "A" land may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, at the option and election of Declarant, automatically become bound hereby and a part hereof; provided, however, that no provision herein shall be construed to require the development of annexation of the Exhibit "A" land by Declarant, and, in the event that Declarant shall sell the Exhibit "A" land to a unrelated third party purchaser

without having first developed the same, such third party shall have the right to elect whether or not it desires the Exhibit "A" land to become a part hereof and bound hereby.

5.3 Voting Rights. The Association shall have (2) classes of voting memberships:

- (A) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (B) Class B. The Class B Member(s) shall be the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:
 - (1) the complete development of the land described on Exhibit "A" attached hereto; or
 - (2) twenty (20) years from the filing date hereof in the Real Property Records of Travis County, Texas.

5.4 Powers and Authority of the Association. The Master Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or of the two preceding sentences, the Master Association and the Board, acting on behalf of the Master Association; shall have the power and authority at all times as follows:

- (A) Canyon Creek Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Canyon Creek Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Master Association functions.
- (C) Records. To keep books and records of the Master Association's affairs.

- (D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Canyon Creek Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Canyon Creek Restrictions, and the expense incurred by the master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Canyon Creek Restrictions. The Master Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Canyon Creek Restrictions; provided, however, that the Board shall never be authorized to expend any Master Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Fines for Violation of Canyon Creek Restrictions. To levy fines, not to exceed \$50.00 per violation per day, against a Member who violated one or more of the Canyon Creek Restrictions. The Board shall adopt a schedule of fines, procedures for notices of violations, implementation of fines and appeal to the Board of any fine levied against a Member. Failure of a Member to pay fines may result in the suspension of a Member's rights to use the Association swimming pool and other amenity areas and/or the loss of the right to vote as a Member or serve as an officer of the Association. Delinquent fines shall be deemed personal obligations of a Member and shall not attach as an obligation which runs with a Lot. Proceeds derived from fines shall be used by the Association as directed by the Resident Officers Committee.
- (G) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association.

- (H) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Master Declaration.
- (I) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Master Association property for the purpose of constructing, erecting, operating or maintaining the following:
- (1) Parks, parkways or other recreational facilities or structures;
 - (2) Roads, streets, walks, driveways, trails and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (5) Any similar public, quasi-public or private improvements or facilities;

provided, however, that the Master Association shall not convey fee simple title in and to, or mortgage all or any portion of any Greenbelt or Amenity Area without the consent of at least sixty-seven percent (67%) of the Owners (excluding Declarant).

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

- (J) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Master Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Master Association or may be furnished by the Manager. To the extent permitted by law, the Master Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Master Association hereby release the Master Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

- (K) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Master Association property; to maintain and repair, easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.
- (L) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Master Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Master Association.
- (M) Construction on Association Property. To construct new Improvements or additions to Master Association properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.
- (N) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.
- (O) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority. The Master Association shall maintain all streets and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Master Association shall be authorized to landscape, maintain and repair all easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Master Association shall maintain all Greenbelt or Amenity Areas dedicated to the Master Association for maintenance, by or with the consent of Declarant.

5.6 Lighting. The Master Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lights within street right-of-ways and Greenbelt and Amenity Areas.

5.7 Common Properties. Subject to and in accordance with this Declaration, the Master Association, acting through the Board, shall have the following duties:

- (A) To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Master Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Master Association property owned by or leased to the Master Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.
- (B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the City of Austin or other appropriate governmental authority.
- (C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the members of the Master Association. The Master Association shall have all right's granted by law to contest the legality and the amount of such taxes and assessments.
- (D) Upon the approval of two-thirds (2/3) of the Owners (excluding Declarant), to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Master Association. Additionally, the Master Association may accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Master Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessments paid by the members of the Master Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Master Association, as the case may be, but subject to the limitations imposed by this Declaration.

- (E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Greenbelt and/or Amenity Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.8 Fencing. Declarant shall erect or cause to be erected a six foot (6') high fence along the side or rear property line of any Lot where such side or rear property line adjoins Greenbelt easements bordering either Boulder Lane or Old Lampasas Trail. The Master Association shall be responsible for all maintenance of such fence, including the obligation to rebuild the same in the event of destruction..

5.9 Indemnification. The Master Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Master Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Master Association, and (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 interests of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Master 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 Master Association would have the power to indemnify him against such liability hereunder or otherwise.

5.10 Quorum for Meetings of Members. The Members holding at least ten percent (10%) of the votes entitled to be cast at a meeting of the Members, represented in person or by proxy, as such votes are allocated pursuant to the provisions of this Declaration, shall constitute a quorum at a meeting of the Members.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

6.1 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefor shall have been submitted to in accordance herewith and approved by the Architectural Review Committee.

6.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate. The voting members of the Architectural Review Committee as of the date of this Declaration are Perry O. Blanton, John E. Simmons and Fred G. Eppright.

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

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

6.5 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.6 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Review Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee.

6.7 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

6.8 Design Guidelines. The Architectural Review Committee hereby adopts the Design Guidelines, and shall supply said Guidelines to each Owner. All Improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. In the event of a conflict between the Design Guidelines and this Declaration (or any Supplemental Declaration) this Declaration shall control. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to an Owner.

6.9 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall

consider all of the Plans and Specifications for the Improvement or proposal in question, the Design Guidelines, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.10 Variance. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration, any Supplemental Declaration or the Design Guidelines, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

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

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

6.13 Address. Plans and Specifications shall be submitted to the Architectural Review Committee c/o Plateau Property Management Company, 3215 Steck Avenue, Suite 101, Austin,

Texas 78757, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.14 Fees. The Architectural Review Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

6.15 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Review Committee of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE VII FUNDS AND ASSESSMENTS

7.1 Assessments.

- (A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property.
- (B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.
- (C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

7.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under this Master Declaration. The funds of the Master Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration.

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Canyon Creek Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Canyon Creek Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Master Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual Assessment per lot for the year 1998 exceed the sum of \$300.00. Thereafter, the regular annual Assessment permitted hereunder shall not be increased by more than ten percent (10.0%) per year.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under the Canyon Creek Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board and all such special Assessments shall be due and payable to the Association within 30 days of the date of written notice of such special Assessment. In no event shall the total special Assessment per lot during the year 1998 exceed the sum of \$200.00. Thereafter, the maximum Special Assessment permitted hereunder for a fiscal year shall increase by ten percent (10.0%) per year.

7.5 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of six percent (6%) per annum, together with all costs and expenses of collection, including reasonable attorney's fees.

7.6 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.5 hereof and the cost of collection, including attorney's fees as herein provided, there-upon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

- (A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (B) All liens securing all amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and
- (C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Master Association is made a party to any court proceeding to enforce any of the above listed liens. The Master Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Master Association. To evidence the aforesaid assessment lien, the Master Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Master Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Master Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Master Association. The Master Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Master Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII
EASEMENTS

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Master Declaration, are incorporated herein by reference and made a part of this Master Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5:0 feet on each side of such Lot line.

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

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

8.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground

utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Master Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.5 Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

8.6 Greenbelt or Amenity Areas. Each Owner shall have an easement of use and enjoyment in and to all Greenbelt or Amenity Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Master Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Areas for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association;
- (B) The right of the Master Association to dedicate or transfer all or any part of the Greenbelt or Amenity Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- (C) The right of the Master Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws;
- (D) The right of the Master Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and
- (E) The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

ARTICLE IX
MISCELLANEOUS

9.1 Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until May 1, 2018, unless amended as herein provided. After May 1, 2018, this Master Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Master Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Master Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its member or the Board or its member, as the case may be. Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

- (A) By Declarant. This Master Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until May 1, 2008, or until Declarant no longer holds a majority of the votes in the Master Association, whichever occurs last. No amendment by Declarant after May 1, 2008, shall be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.
- (B) By Owners. In addition to the method in Section 9.3(A), after May 1, 2008, this Declaration may be amended by the recording in the Travis County Real Property Records of an instrument executed and acknowledged by Declarant and by the President and Secretary of the Master Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty percent (50%) of the number of votes entitled to be cast pursuant to Section 5.3 hereof. Declarant's execution and acknowledgment shall not be required for Amendments executed after May 1, 2008.

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

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

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

9.7 Exemption of Declarant. Notwithstanding any provision in this Master Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements anywhere with the Property, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

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

9.9 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Canyon Creek Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

- (B) Nonwaiver. The failure to enforce any provision of the Canyon Creek Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. The Master Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Master Declaration.

9.10 Construction.

- (A) Restrictions Severable. The provisions of the Canyon Creek Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) Singular Includes Plural. 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.
- (C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

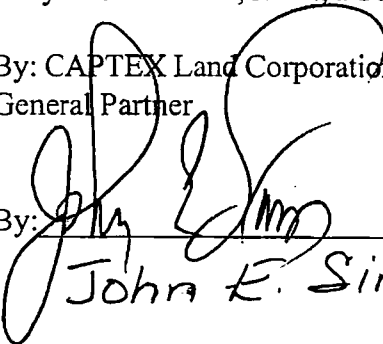
IN WITNESS WHEREOF, Declarant has executed this Master Declaration as of this the 22nd day of March, 1998.

Declarant:

Canyon Creek Land, LTD., a Texas limited partnership

By: CAPTEX Land Corporation, a Texas corporation,
General Partner

By: _____

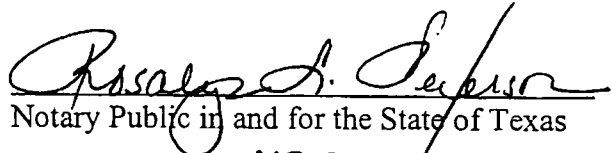

John E. Simmon

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

REF

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Second Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions was acknowledged before me on this 22nd day of March, 1998, by John F. Simmons of CAPTEX Land Corporation, a Texas corporation, General Partner for Canyon Creek Land, Ltd., a Texas limited partnership, on behalf of said limited partnership as Declarant.


Notary Public in and for the State of Texas
NO SEAL

AFTER RECORDING RETURN TO:
Glenn K. Weichert
Dunagan ▲ Weichert ▲ Houston
1120 Capital of Texas Highway South
Building III, Suite 200
Austin, Texas 78746

Field Notes are also attached to the original file copy of the DCCR's. In order to save your Association copying costs as well as usable space in the notebook, the 15 pages of Field Notes have NOT been included with this text.

Listed below are the Real Property Records file numbers in Travis County for the Field Notes, as submitted by Bryson and Associates Surveying Company. The field notes encompass the survey markings, which encumber the physical boundaries of Canyon Creek.

A copy of these notes may be obtained, at no charge to you, by contacting our management offices at 219-1927. Please specify "Canyon Creek Homeowners Association", and that you wish to obtain a copy of the field notes as filed with the originally recorded Declaration of Covenants, Conditions and Restrictions for Canyon Creek, (document numbers below).

Document Numbers on file:
13149 1051 thru 13149 1065

BRYSON & ASSOCIATES

SURVEYING COMPANY

FIELD NOTES

Tract 1

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A. E. LIVINGSTON SURVEY NO. 155, AND THE A. E. LIVINGSTON SURVEY NO. 455, THE JOHN T. SMITH SURVEY NO. 154, THE W. P. MOORE SURVEY NO. 708, THE H. M. PRIDGEN SURVEY NO. 94, THE C. JERGIN SURVEY NO. 704, AND THE R. G. ALEXANDER SURVEY NO. 46, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THOSE TRACTS OF LAND DESCRIBED IN A DEED OF TRUST OF RECORD IN VOLUME 9318, PAGE 451, OF THE TRAVIS COUNTY, TEXAS, REAL PROPERTY RECORDS, BEING 1,120.21 ACRES, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a iron pin in the east R.O.W. of F. M. Highway 620, for the most northwesterly corner of Lot 1, of Canyon Creek Section Two, recorded in Book 85, Pages 121D - 122A, of the Travis County, Texas, Plat Records, for the southwest corner of the herein described tract,

THENCE, with the west line of the herein described tract, the following twenty-eight (28) courses and distances, numbered 1 through 28,

1. with the east R.O.W. of F. M. Highway 620, N 17°43'00" E, 4,094.19 feet, to a concrete monument found for an exterior ell corner,
2. leaving the east R.O.W. of F. M. Highway 620, and continuing with the westerly line of the herein described tract, S 80°24'15" E, 1,153.80 feet to an iron pin found,
3. S 80°23'30" E, 597.66 feet to an iron pin found,
4. S 80°25'45" E, 710.40 feet, to an iron pin found for an exterior ell corner,
5. N 31°02'00" E, 335.61 feet to an iron pin found,
6. N 30°39'45" E, 185.29 feet to an iron pin found,
7. N 28°16'30" E, 131.69 feet to an iron pin found,
8. N 28°13'15" E, 47.66 feet to an iron pin found,
9. N 31°37'45" E, 213.67 feet to an iron pin found,
10. N 30°40'00" E, 80.37 feet to an iron pin found,
11. N 31°15'45" E, 178.31 feet to a concrete monument found,
12. N 36°50'30" E, 153.80 feet to an iron pin found,
13. N 27°29'45" E, 111.62 feet to a concrete monument found,
14. N 27°59'30" E, 266.66 feet to a concrete monument found,
15. N 30°40'15" E, 294.67 feet to a concrete monument found,
16. N 31°12'15" E, 151.51 feet to an iron pin found,
17. N 28°51'30" E, 171.97 feet to a concrete monument found,
18. N 29°41'00" E, 25.24 feet to an iron pin found,
19. N 34°10'30" E, 333.75 feet to a concrete monument found,
20. N 32°28'30" E, 128.40 feet to an iron pin found,
21. N 33°05'00" E, 257.83 feet to an iron pin found,
22. N 27°02'30" E, 49.72 feet to a concrete monument found,
23. N 28°19'30" E, 178.58 feet to a concrete monument found,
24. N 58°03'30" W, 653.73 feet to an iron pin found,
25. N 58°04'15" W, 424.44 feet to an iron pin found,
26. N 58°15'00" W, 410.59 feet to an iron pin found,
27. N 58°15'30" W, 416.74 feet, to an iron pin found in the east R.O.W. of F. M. Highway 620,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT A 13149-1051

28. N 24°12'45" E, 253.66 feet, to an iron pin found for the beginning of a curve, also being the most westerly corner of Canyon Creek Section One, recorded in Book 85, Pages 150B through 151B, of the Travis County, Texas, Plat Records, for the most northwesterly corner of the herein described tract,

THENCE, with the north line of the herein described tract, the following thirty-six (36) courses and distances, numbered 1 through 36,

1. with said curve to the right whose radius equals 15.00 feet, an arc distance of 24.78 and whose chord bears N 71°29'45" E, 22.05 feet to an iron pin found,
2. S 61°11'00" E, 1,914.88 feet to an iron pin found,
3. S 29°41'45" W, 130.00 feet to an iron pin found,
4. S 39°38'15" E, 110.00 feet to an iron pin found,
5. S 05°13'15" E, 155.00 feet to an iron pin found,
6. S 28°16'45" W, 90.00 feet to an iron pin found,
7. S 60°39'45" W, 165.00 feet to an iron pin found,
8. S 58°41'15" E, 910.00 feet to an iron pin found,
9. N 31°09'45" E, 185.00 feet to an iron pin found,
10. N 86°15'45" E, 431.00 feet to an iron pin found,
11. N 67°46'45" E, 498.73 feet to an iron pin found,
12. N 78°03'00" E, 74.60 feet, to an iron pin found for the beginning of a curve,
13. with said curve to the left whose radius equals 15.00 feet, an arc distance of 25.70 feet, and whose chord bears N 16°54'00" E, 22.67 feet,
14. N 65°59'00" E, 77.64 feet, to an iron pin found for the beginning of a curve,
15. with said curve to the left whose radius equals 252.51 feet, an arc distance of 50.33 feet, and whose chord bears N 60°16'15" E, 50.25 feet, to an iron pin found for the beginning of a curve,
16. with said curve to the right whose radius equals 252.51 feet, an arc distance of 50.33 feet and whose chord bears N 60°16'15" E, 50.25 feet to an iron pin found,
17. S 24°01'00" E, 120.00 feet to an iron pin found,
18. N 65°59'00" E, 264.46 feet to an iron pin found,
19. N 41°32'00" E, 203.87 feet to an iron pin found,
20. S 49°42'00" E, 167.00 feet to an iron pin found,
21. S 12°37'30" W, 103.55 feet to an iron pin found,
22. S 77°28'15" E, 465.00 feet to an iron pin found,
23. S 71°58'15" E, 225.00 feet to an iron pin found,
24. N 83°31'45" E, 110.00 feet to an iron pin found,
25. N 14°56'45" E, 15.00 feet to an iron pin found,
26. S 75°18'15" E, 265.00 feet to an iron pin found,
27. N 22°34'45" E, 50.00 feet to an iron pin found,
28. S 56°18'15" E, 260.00 feet to an iron pin found,
29. N 31°18'45" E, 100.00 feet to an iron pin found,
30. S 44°33'15" E, 37.52 feet to an iron pipe found,
31. S 40°06'15" E, 38.56 feet to an iron pin found,
32. S 38°15'15" E, 143.73 feet to an iron pipe found,
33. S 53°53'15" E, 138.27 feet to an iron pipe found,
34. N 88°42'45" E, 62.11 feet to a concrete monument found,
35. S 59°09'15" E, 67.25 feet to an iron pipe found,
36. N 72°59'45" E, 51.26 feet, to an iron pipe found for the northeast corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following fifty-one (51) courses and distances, numbered 1 through 51,

1. S 17°06'45" E, 337.41 feet to a concrete monument found,
2. S 17°03'45" E, 200.62 feet to a concrete monument found.

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3. S 09°02'45" E, 630.93 feet to a concrete monument found,
4. S 02°42'15" W, 538.73 feet to a concrete monument found,
5. S 03°21'15" W, 504.43 feet to a concrete monument found,
6. S 45°01'15" W, 565.88 feet to a concrete monument found,
7. S 00°29'15" W, 247.38 feet to a concrete monument found,
8. S 30°18'45" E, 616.75 feet to a concrete monument found,
9. S 47°12'15" E, 166.93 feet to a concrete monument found,
10. S 16°58'15" W, 269.34 feet to a concrete monument found,
11. S 17°55'15" W, 201.11 feet to a concrete monument found,
12. S 13°48'15" W, 435.92 feet to a concrete monument found,
13. N 62°18'00" W, 60.82 feet to an iron pin found,
14. N 32°14'00" W, 94.26 feet to a nail found,
15. N 66°16'00" W, 100.39 feet to an iron pin found,
16. N 88°53'00" W, 83.69 feet to a nail found in a 36" live oak tree,
17. N 63°55'00" W, 37.98 feet to a nail found in post,
18. N 63°54'00" W, 222.89 feet to an iron pin found,
19. N 63°06'00" W, 162.02 feet to an iron pin found,
20. N 61°03'00" W, 261.07 feet to an iron pin found,
21. N 61°32'00" W, 380.76 feet to an iron pin found,
22. N 62°04'00" W, 325.21 feet to an iron pin found,
23. N 63°43'30" W, 206.26 feet to an iron pin found,
24. S 29°23'15" W, 491.07 feet to a nail found,
25. S 31°15'15" W, 247.23 feet to an iron pin found,
26. S 30°01'15" W, 509.17 feet to an iron pin found,
27. S 44°25'15" W, 63.92 feet to a concrete monument found,
28. S 57°51'30" E, 136.06 feet to an iron pipe found,
29. S 59°35'30" E, 147.36 feet to an iron pipe found,
30. S 50°52'30" E, 35.71 feet to an iron pipe found,
31. S 44°27'30" E, 68.39 feet to a nail found in an 8" cedar tree,
32. S 66°25'30" E, 54.30 feet to a hilti set,
33. S 82°26'30" E, 45.29 feet to an iron pin found,
34. S 62°18'30" E, 128.60 feet to an iron pipe found,
35. S 59°45'30" E, 511.60 feet to a nail found,
36. S 59°17'30" E, 371.98 feet to an iron pipe found,
37. S 59°19'30" E, 266.00 feet to an iron pin found,
38. S 59°52'30" E, 820.20 feet to a nail found in post,
39. S 30°56'15" W, 614.58 feet to a nail found in a pecan tree,
40. S 32°17'15" W, 220.27 feet to a nail found in a post,
41. S 32°22'15" W, 35.88 feet to a nail found in a stump,
42. S 28°30'15" W, 145.95 feet, to a nail found in a 12" cedar tree
43. S 30°02'15" W, 140.38 feet to an iron pipe found,
44. S 30°47'15" W, 323.84 feet to a nail found in 10" cedar tree,
45. S 31°04'15" W, 489.86 feet to an iron pipe found,
46. N 59°36'00" W, 39.04 feet to an iron pipe found,
47. S 76°01'15" W, 115.22 feet to an iron pipe found,
48. N 62°38'45" W, 273.26 feet to an iron pipe found,
49. S 72°39'15" W, 208.09 feet to an iron pipe found,
50. S 59°31'15" W, 233.89 feet to an iron pipe found,
51. S 43°55'00" W, 491.22 feet, to an iron pin found for the southeast corner of the herein described tract,

HENCE, with the south line of the herein described tract, the following eleven (11) courses and distances, numbered 1 through 11,

1. N 47°43'45" W, 2,774.30 feet to an iron pin found,
2. N 23°06'00" W, 779.31 feet to an iron pin found,

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13149 : 1053

- 3. S 89°01'15" W, 685.12 feet, to an iron pin found for the beginning of a curve,
- 4. with said curve to the right whose radius equals 1,909.64 feet, an arc distance of 893.23 feet, and whose chord bears N 77°34'45" W, 885.11 feet to an iron pin found,
- 5. N 64°10'45" W, 300.00 feet, to an iron pin found for the beginning of a curve,
- 6. with said curve to the left whose radius equals 1,213.75 feet, an arc distance of 400.60 feet and whose chord bears N 73°38'15" W, 398.82 feet,
- 7. N 83°05'30" W, 300.00 feet, to an iron pin found for the beginning of a curve,
- 8. with said curve to the right whose radius equals 2,000.00 feet, an arc distance of 383.10 feet, and whose chord bears N 77°36'15" W, 382.51 feet to an iron pin found,
- 9. N 72°07'00" W, 228.03 feet to an iron pin found,
- 10. S 20°32'00" W, 1,540.00 feet to an iron pin found for an ell corner,
- 11. N 64°57'00" W, 1,532.15 feet, to the POINT OF BEGINNING containing 1,120.21 Acres of Land; together with Ingress and egress easement described in Volume 3241, Page 1470, Deed Records of Travis County, Texas.

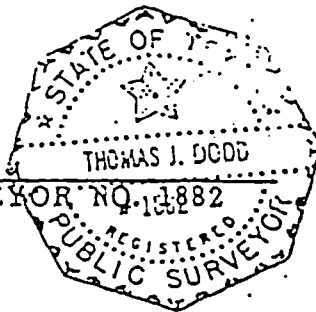
STATE OF TEXAS:
 COUNTY OF TRAVIS:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

Updated this the 30th day of December, 1986.

Surveyed By:

[Handwritten Signature]
 THOMAS J. DODD -- REGISTERED PUBLIC SURVEYOR NO. 13882
 BRYSON & ASSOCIATES SURVEYING COMPANY
 3401 SLAUGHTER LANE WEST
 AUSTIN, TEXAS 78748



SAVE AND EXCEPT THE FOLLOWING 7.0275 Acres of Land being all of those certain 1.033 acre tracts as described in deeds of record in Volume 9534, Page 545, Volume 9534, Page 548, Volume 9534, Page 533, Volume 9534, Page 536, Volume 9534, Page 539, Real Property Records of Travis County, Texas and all of those certain 0.209 acre tracts as described in deeds of record in Volume 9534, Page 510, Volume 9534, Page 514, Volume 9534, Page 518, Volume 9534, Page 522, and Volume 9534, Page 529, Real Property Records of Travis County and all of those certain 0.1653 acre tracts as described on pages 6 through 10 hereof, for a net acreage of 1,113.1825 Acres of Land.

THE PARCELS OF LAND CONVEYED TO JAMES E. CROZIER DESCRIBED IN DEEDS AND FOUND OF RECORD IN VOLUME 9534, PAGE 545, VOLUME 9534, VOLUME 9534, PAGE 533, VOLUME 9534, PAGE 536, VOLUME 9534, PAGE 539 AND VOLUME 9534, PAGE 548, TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS, CONTAINING 5.165 ACRES OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said Nash Phillips/Copus, Inc. tract, from which Point of Beginning, the southeast corner of said Nash Phillips/Copus, Inc. tract bears S 47°43'45" E, 640.00 feet, for the southeast corner of the herein described tract,

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

12149 1054

HENCE, with the south line of the herein described tract, N 47°43'45" W, 750.00 feet to a point for the southwest corner of the herein described tract,

THENCE, N 42°16'15" E, 300.00 feet to a point for the northwest corner of the herein described tract,

THENCE, S 47°43'45" E, 750.00 feet to a point for the northeast corner of the herein described tract,

THENCE, S 42°16'15" W, 300.00 feet to the POINT OF BEGINNING, containing 5.165 Acres of Land.

THE PARCELS OF LAND CONVEYED TO JAMES E. CROZIER DESCRIBED IN DEEDS AND FOUND OF RECORD IN VOLUME 9534, PAGE 510, VOLUME 9534, PAGE 514, VOLUME 9534, PAGE 518, VOLUME 9534, PAGE 522, AND VOLUME 9534, PAGE 529, TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS, CONTAINING 1.036 ACRES OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the east line of said Nash Phillips/Copus, Inc. tract, same point being the northeast corner of that certain tract of land conveyed to said James E. Crozier and found of record in Volume 9534, Page 510, Travis County, Texas Real Property Records, for the northeast corner of the herein described tract,

THENCE, S 30°14'30" W, 130.00 feet to a point for the southeast corner of the herein described tract,

HENCE, N 59°45'30" W, 350.00 feet to a point for the southwest corner of the herein described tract,

THENCE, N 30°14'30" E, 124.29 feet to a point in the said east line of said Nash Phillips/Copus, Inc. tract, same point being the northwest corner of that certain tract of land conveyed to said James E. Crozier and found of record in Volume 9534, Page 529, Travis County, Texas Real Property Records, for the northwest corner of the herein described tract,

THENCE, with the north line of the herein described tract, the following two (2) courses and distances, numbered 1 and 2,

1. S 62°18'30" E, 128.45 feet, for an angle point,
2. S 59°45'30" E, 221.68 feet to the POINT OF BEGINNING, containing 1.036 Acres of Land.

THE PARCELS OF LAND CONVEYED TO JAMES E. CROZIER DESCRIBED IN DEEDS AND FOUND OF RECORD IN VOLUME 9534, PAGE 447, VOLUME 9534, PAGE 551, VOLUME 9534, PAGE 526, VOLUME 9534, PAGE 542, VOLUME 9534, PAGE 507, TRAVIS COUNTY, TEXAS REAL PROPERTY RECORDS, CONTAINING 0.8265 OF AN ACRE OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the proposed west R.O.W. line of Mineral Road, same point being the northeast corner of that certain tract of land conveyed to said James E. Crozier and found of record in Volume 9534, Page 447, Travis County, Texas Real Property Records, for the northeast corner of the herein described tract,

THENCE, following said proposed R.O.W. line, S 15°48'56" E, 300.00 feet to a point for the southeast corner of the herein described tract,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13149 1055

THENCE, leaving said proposed R.O.W. line, S 74°11'04" W, 120.00 feet to a point for the southwest corner of the herein described tract,

THENCE, N 15°48'56" W, 300.00 feet to a point for the northwest corner of the herein described tract,

THENCE, N 74°11'04" E, 120.00 feet to the POINT OF BEGINNING, containing 0.0265 of an Acre of land.

GW/add
Job No. 767
7/12/85
Revised 7/18/85
Revised 12/30/86
Revised 1/14/87

BRYSON & ASSOCIATES

SURVEYING COMPANY

FIELD NOTES

Tract 2

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE C. JERGIN SURVEY NO. 704, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN A DEED OF TRUST OF RECORD IN VOLUME 9318, AND PAGE 451, OF THE TRAVIS COUNTY, TEXAS, REAL PROPERTY RECORDS, SAID TRACT BEING 98.33 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found in the easterly R.O.W. line of F. M. Highway 620, for the northwest corner of the Tuck tract, recorded in Volume 7317, Page 469, of the Travis County, Texas, Deed Records, same being the most southwesterly corner of the herein described tract,

THENCE, following the east R.O.W. line of said F. M. Highway 620, with the westerly line of the herein described tract, the following five (5) courses and distances, numbered 1 through 5,

1. N 25°04'30" E, 623.48 feet, to an iron pin found,
2. N 25°03'30" E, 331.10 feet, to a concrete monument found,
3. N 25°04'00" E, 1,005.68 feet, to a concrete monument found at the beginning of a curve,
4. with a curve to the left having a radius of 2,918.94 feet, an arc distance of 374.44 feet, and whose chord bears N 21°30'00" E, 374.19 feet, to a concrete monument found,
5. N 17°43'00" E, 291.00 feet to an iron pin found, for the most northwesterly corner of the herein described tract,

THENCE, with the northerly line of the herein described tract, S 64°57'00" E, 1,517.24 feet to an iron pin found, for the most northeasterly corner of the herein described tract,

THENCE, with the easterly line of the herein described tract, the following four (4) courses and distances, numbered 1 through 4,

1. S 20°32'00" W, 2,660.00 feet, to an iron pin found,
2. S 49°31'53" E, 207.42 feet, to an iron pin found at the beginning of a curve,
3. with a curve to the left having a radius of 1,150.00 feet, an arc distance of 329.36 feet, and whose chord bears S 57°44'10" E, 328.23 feet, for an ell corner,
4. S 32°11'00" W, 83.60 feet to an iron pin found, for the most southeasterly corner of the herein described tract,

THENCE, with the southerly line of the herein described tract, the following twenty-three (23) courses and distances, numbered 1 and 23,

1. S 78°39'00" W, 0.85 feet, to an iron pin found,
2. N 41°42'00" W, 18.91 feet, to an iron pin found,
3. N 60°46'15" W, 208.57 feet, to an iron pin found,
4. N 59°06'45" W, 145.75 feet, to an iron pin found,
5. N 57°55'00" W, 229.51 feet, to an iron pin found,
6. N 58°59'45" W, 326.26 feet, to an iron pin found,
7. N 62°01'30" W, 56.93 feet, to an iron pin found,

13149
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

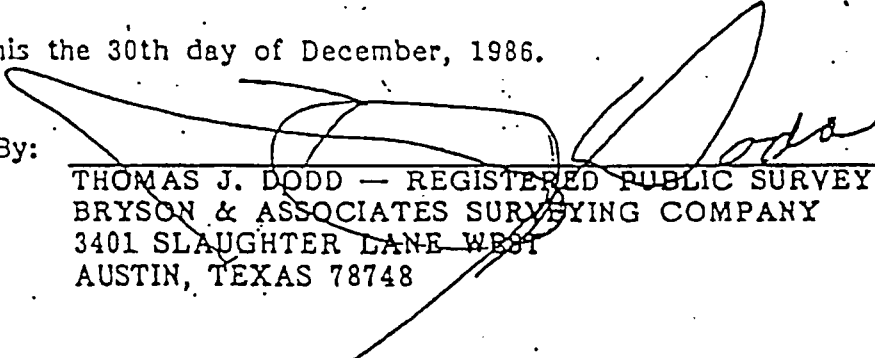
8. N 54°52'30" W, 5.00 feet, to an iron pin found,
9. N 61°30'45" W, 32.64 feet, to an iron pin found,
10. N 57°56'00" W, 81.90 feet, to an iron pin found,
11. N 61°39'15" W, 147.89 feet, to an iron pin found,
12. N 66°48'45" W, 68.80 feet, to an iron pin found,
13. N 82°04'28" W, 81.82 feet, to an iron pin found,
14. N 01°49'03" W, 26.38 feet, to an iron pin found,
15. N 52°37'09" W, 149.09 feet, to an iron pin found,
16. N 54°24'30" W, 30.80 feet, to an iron pin found,
17. N 70°26'30" W, 24.04 feet, to an iron pin found,
18. N 60°02'00" W, 56.44 feet, to an iron pin found,
19. N 58°34'33" W, 147.22 feet, to an iron pin found,
20. N 57°45'45" W, 82.02 feet, to an iron pin found,
21. N 61°46'45" W, 241.04 feet, to an iron pin found,
22. N 57°24'00" W, 20.21 feet, to an iron pin found,
23. N 54°57'45" W, 33.29 feet, to the POINT OF BEGINNING containing 98.33 Acres of Land.

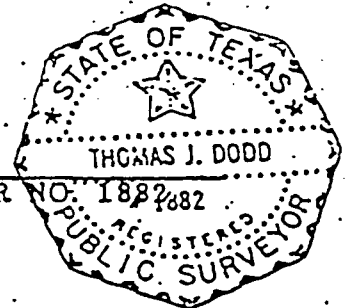
STATE OF TEXAS:
COUNTY OF TRAVIS:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

Updated this the 30th day of December, 1986.

Surveyed By:


THOMAS J. DODD — REGISTERED PUBLIC SURVEYOR NO. 188282
BRYSON & ASSOCIATES SURVEYING COMPANY
3401 SLAUGHTER LANE WEST
AUSTIN, TEXAS 78748



EC/add

Job No. 767

7/10/85

Revised 7/18/85

Revised 12/30/86

Revised 1/14/87

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13149 1058

BRYSON & ASSOCIATES
SURVEYING COMPANY

FIELD NOTES

Tract 3

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE ALEX DUNLAP SURVEY NO. 805, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN A DEED OF TRUST, OF RECORD IN VOLUME 9318, PAGE 451, TRAVIS COUNTY, TEXAS, REAL PROPERTY RECORDS, SAID TRACT OF LAND BEING 17.05 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point at the southeasterly corner of the herein described tract, from which P.O.B. the westerly corner of the 11.46 acre tract described in a Deed of Trust, of record in Volume 9318, Page 451, Travis County, Texas, Real Property Records, bears N 30°17'00" E, 81.72 feet to an iron pin found,

THENCE, with the southerly line of the herein described tract, the following four (4) courses and distances, numbered 1 through 4,

1. N 59°15'15" W, 265.38 feet to an iron pin found,
2. N 59°38'30" W, 322.95 feet, to an iron pin found for an ell corner,
3. N 30°25'15" E, 358.27 feet, to an iron pin found for an ell corner,
4. N 59°35'15" W, 378.77 feet to an iron pin found, for the most southwesterly corner of the herein described tract,

THENCE, N 30°24'30" E, 546.41 feet to an iron pin found, for the most northwesterly corner of the herein described tract,

THENCE, with the northerly line of the herein described tract, the following seven (7) courses and distances, numbered 1 through 7,

1. S 62°01'30" E, 56.93 feet to an iron pin found,
2. S 58°59'45" E, 326.26 feet to an iron pin found,
3. S 57°55'00" E, 229.51 feet to an iron pin found,
4. S 59°06'45" E, 145.75 feet to an iron pin found,
5. S 60°46'15" E, 208.57 feet to an iron pin found,
6. S 41°42'00" E, 18.91 feet to an iron pin found,
7. N 78°39'00" E, 0.85 feet to an iron pin found, for the most northeasterly corner of the herein described tract,

THENCE, with the easterly line of the herein described tract, the following three (3) courses and distances, numbered 1 through 3,

1. S 32°06'15" W, 322.99 feet to an iron pin found,
2. S 31°26'45" W, 491.67 feet to an iron pin found,
3. S 30°17'00" W, 81.72 feet, to the POINT OF BEGINNING containing 17.05 Acres of Land.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF TRAVIS:

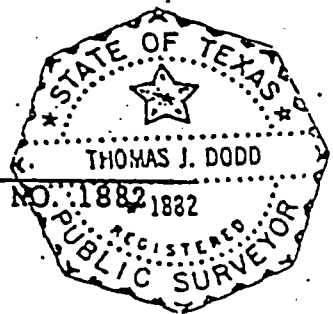
I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

Updated this the 30th day of December, 1986.

Surveyed By:

[Handwritten signature of Thomas J. Dodd]

THOMAS J. DODD - REGISTERED PUBLIC SURVEYOR NO. 1882 1882
BRYSON & ASSOCIATES SURVEYING COMPANY
3401 SLAUGHTER LANE WEST
AUSTIN, TEXAS 78748



EC/add
Job No. 746
7/15/85
Revised 12/30/86
Revised 1/14/87

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13149 1060

BRYSON & ASSOCIATES

SURVEYING COMPANY

FIELD NOTES

Tract 4

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE JOHN E. LINN SURVEY NO. 804, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN A DEED OF TRUST OF RECORD IN VOLUME 9318, PAGE 451, OF THE TRAVIS COUNTY, TEXAS, REAL PROPERTY RECORDS, SAID TRACT OF LAND BEING 11.46 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found for the most westerly corner of that certain 41.16 acre tract conveyed to Robert H. Bowman in Volume 9070, Page 933, of the Travis County, Texas, Real Property Records for the southeast corner of the herein described tract,

THENCE, with the south line of the herein described tract, the following three (3) courses and distances, numbered 1 through 3,

1. N 59°33' W, 147.09 feet to an iron pin found,
2. N 57°05' 15" W, 190.11 feet to an iron pin found,
3. N 60°09'30" W, 164.99 feet, to an iron pin found for the southwest corner of the herein described tract,

THENCE, with the west line of the herein described tract, the following three (3) courses and distances, numbered 1 through 3,

1. N 31°26'45" E, 491.67 feet to an iron pin found,
2. N 32°06'15" E, 322.99 feet to an iron pin found,
3. N 32°11' E, 83.60 feet, to an iron pin found in a curve for the northwest corner of the herein described tract,

THENCE, with the said curve to the left whose radius equals 1150.00 feet, an arc distance of 560.02 feet, and whose chord bears S 79°53'33" E, 554.50 feet, to an iron pin found for the northeast corner of the herein described tract,

THENCE, with the east line of the herein described tract, the following three (3) courses and distances, numbered 1 through 3,

1. S 32°27' W, 347.86 feet, to an iron pin found for the beginning of a curve,
2. with a curve to the right whose radius equals 50.00 feet, an arc distance of 157.00 feet, and whose chord bears S 32°27' W, 100.00 feet to an iron pin found,
3. S 32°27' W, 650.00 feet, to the POINT OF BEGINNING containing 11.46 Acres of Land.

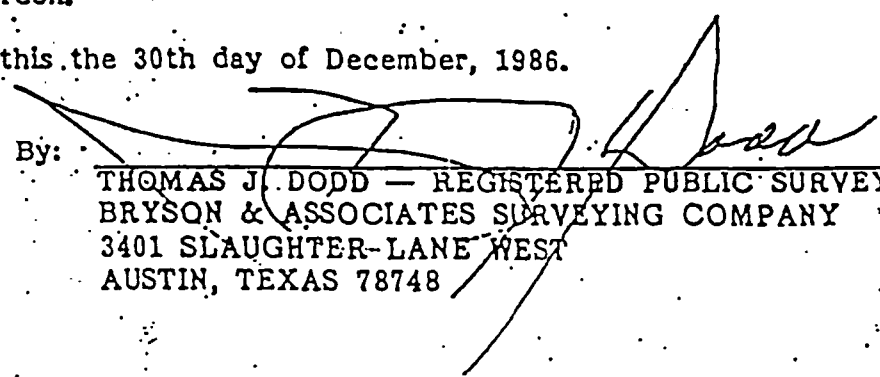
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

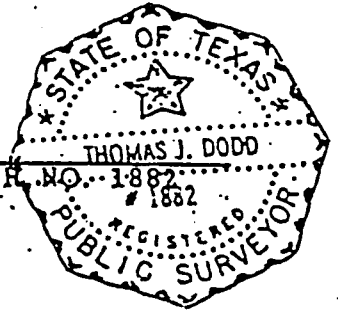
STATE OF TEXAS:
COUNTY OF TRAVIS:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

Updated this the 30th day of December, 1986.

Surveyed By:


THOMAS J. DODD — REGISTERED PUBLIC SURVEYOR, NO. 1882
BRYSON & ASSOCIATES SURVEYING COMPANY
3401 SLAUGHTER-LANE WEST
AUSTIN, TEXAS 78748



GW/add
Job No. 767
7/15/85
Revised 12/30/86
Revised 1/14/87

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13149 — 1062

BRYSON & ASSOCIATES
SURVEYING COMPANY

FIELD NOTES

Tract 5

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE A. E. LIVINGSTON SURVEY NO. 455, AND NO. 155, SITUATED IN TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO NASH PHILLIPS/COPUS, INCORPORATED, IN VOLUME 9318, PAGE 451, AND VOLUME 8266, PAGE 189, OF THE TRAVIS COUNTY, TEXAS, DEED RECORDS, BEING 79.96 ACRES OF LAND MORE FULLY DESCRIBED AS BEING CANYON CREEK SECTION ONE, A SUBDIVISION RECORDED IN BOOK 85, PAGES 150B THROUGH 151B, OF THE TRAVIS COUNTY, TEXAS PLAT RECORDS, AND BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found in the east R.O.W. of F. M. Highway 620, for the most westerly corner of said Canyon Creek Section One,

THENCE, with the west line of the herein described tract, the following seven (7) courses and distances, numbered 1 through 7,

1. N 24°12'45" E, 46.37 feet to a concrete monument found for an ell corner,
2. S 61°11'00" E, 1,934.05 feet to an iron pin found for an all corner,
3. N 29°41'45" E, 283.83 feet to an iron pin found,
4. N 30°28'45" E, 264.97 feet to an iron pin found,
5. N 30°41'00" E, 278.58 feet to an iron pin found,
6. N 30°31'45" E, 167.33 feet to an iron pin found,
7. N 29°26'45" E, 294.49 feet, to a concrete monument found for the northwest corner of the herein described tract,

THENCE, with the north line of the herein described tract, the following twenty (20) courses and distances numbered 1 through 20,

1. S 58°39'15" E, 369.95 feet to an iron pin found,
2. S 58°27'30" E, 199.99 feet to an iron pin found,
3. S 58°41'15" E, 511.80 feet to an iron pin found,
4. S 60°16'15" E, 399.17 feet to an iron pin found,
5. S 58°55'30" E, 346.13 feet to an iron pin found,
6. S 30°15'45" W, 150.27 feet to an iron pin found,
7. S 59°20'30" E, 89.92 feet to a concrete monument found,
8. S 59°20'00" E, 41.89 feet to an iron pin found,
9. S 59°42'00" E, 169.51 feet to an iron pin found,
10. S 59°23'00" E, 249.02 feet to an iron pin found,
11. S 59°05'15" E, 100.19 feet to an iron pin found,
12. S 59°22'30" E, 96.71 feet to an iron pin found,
13. S 59°12'15" E, 309.22 feet to an iron pin found,
14. S 59°19'15" E, 63.80 feet to an iron pin found,
15. S 59°41'15" E, 19.69 feet to an iron pin found,
16. S 65°07'15" E, 86.41 feet to an iron pipe found,
17. S 72°31'15" E, 299.35 feet to an iron pipe found,
18. S 69°07'15" E, 96.13 feet to an iron pipe found,
19. S 47°35'15" E, 28.06 feet to an iron pin found,
20. S 44°33'15" E, 118.60 feet, to an iron pin found for the northeast corner of the herein described tract,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13149-1063

THENCE, with the easterly line of the herein described tract, the following twenty-one (21) courses and distances, numbered 1 through 21,

1. S 31°18'45" W, 100.00 feet to an iron pin found for an ell corner,
2. N 56°18'15" W, 260.00 feet to an iron pin found,
3. S 22°34'45" W, 50.00 feet to an iron pin found,
4. N 75°18'15" W, 265.00 feet to an iron pin found,
5. S 14°56'45" W, 15.00 feet to an iron pin found,
6. S 83°31'45" W, 110.00 feet to an iron pin found,
7. N 71°58'15" W, 225.00 feet to an iron pin found,
8. N 77°28'15" W, 465.00 feet to an iron pin found,
9. N 12°37'30" E, 103.55 feet to an iron pin found,
10. N 49°42'00" W, 167.00 feet to an iron pin found,
11. S 41°32'00" W, 203.87 feet to an iron pin found,
12. S 65°59'00" W, 264.46 feet to an iron pin found,
13. N 24°01'00" W, 120.00 feet, to an iron pin found for the beginning of a curve,
14. with said curve to the left whose radius equals 252.51 feet, an arc distance of 50.33 feet, and whose chord bears S 60°16'15" W, 50.25 feet, to an iron pin found for the beginning of a curve,
15. with said curve to the right whose radius equals 252.21 feet, an arc distance of 50.33 feet, and whose chord bears S 60°16'15" W, 50.25 feet to an iron pin found,
16. S 65°59'00" W, 77.64 feet, to an iron pin found for the beginning of a curve,
17. with said curve to the left whose radius equals 15.00 feet, an arc distance of 25.70 feet, and whose chord bears S 16°54'00" W, 22.67 feet to an iron pin found,
18. S 78°03'00" W, 74.60 feet to an iron pin found,
19. S 67°46'45" W, 498.73 feet to an iron pin found,
20. S 86°15'45" W, 431.00 feet to an iron pin found,
21. S 31°09'45" W, 185.00 feet, to an iron pin found for the southeast corner of the herein described tract,

THENCE, with the south line of the the herein described tract, the following eight (8) courses and distances, numbered 1 through 8,

1. N 58°41'15" W, 910.00 feet to an iron pin found,
2. N 60°39'45" E, 165.00 feet to an iron pin found,
3. N 28°16'45" E, 90.00 feet to an iron pin found,
4. N 05°13'15" W, 155.00 feet to an iron pin found,
5. N 39°38'15" W, 110.00 feet to an iron pin found,
6. N 29°41'45" E, 130.00 feet to an iron pin found for an ell corner,
7. N 61°11'00" W, 1,914.88 feet, to an iron pin found for the beginning of a curve,
8. with said curve to the left whose radius equals 15.00 feet, an arc distance of 24.78 feet, and whose chord bears S 71°29'45" W, 22.05 feet, to the POINT OF BEGINNING containing 79.96 Acres of Land.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13149 1064

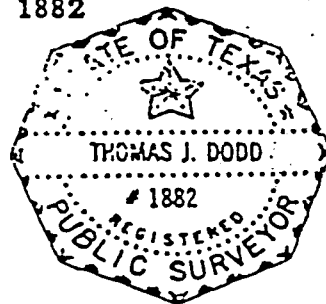
STATE OF TEXAS:
COUNTY OF TRAVIS:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

Updated this the 30th day of December, 1986.

Surveyed By:

Thomas J. Dodd
THOMAS J. DODD — REGISTERED PUBLIC SURVEYOR NO. 1882
BRYSON & ASSOCIATES SURVEYING COMPANY
3401 SLAUGHTER LANE WEST
AUSTIN, TEXAS 78748



GW/add
Job No. 767
7/15/85
Revised 7/18/85
Revised 12/30/86

FILED

98 MAR 27 PM 2:38

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

MAR 27 1988



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: B00103451 TRAVIS: B0060 REPT: REGULAR RECORD \$93.00
CASHIER: KIFRI FILE DATE: 03/27/88 REAL PROPERTY RECORDS
PAID BY: CHECK# 2088 TRAVIS COUNTY, TEXAS

13149 1065

50
OK

CANYON CREEK SECTION 17C
SUPPLEMENTAL DECLARATION

00005777291

TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS)

WHEREAS, Standard Pacific of Texas, Inc., a Delaware corporation, is the Owner of that certain real property described as Canyon Creek, Section 17C, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 100, Pages 370 & 371, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the Second Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 17C, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 17C, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 17C to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 17C subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13242 0687

1.1 Masonry Requirements. All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 Minimum Square Footage Within Improvements. The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 Roofing Materials. Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Any owner whose lot adjoins the Greenbelt easements bordering Boulder Lane shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13242 0188

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

By: Captex Land Corporation
a Texas Corporation,
General Partner

By: [Signature]
Fred G. Eppright,
Vice President

OWNER:

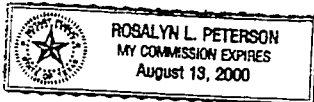
Standard Pacific of Texas, Inc.
a Delaware corporation

By: [Signature]
Michael W. Brady, President
Texas Division

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 15th day of July, 1997 by Fred G. Eppright, Vice President of Captex Land Corporation, a Texas corporation, General Partner for Canyon Creek Land, Ltd., a Texas limited partnership, as Declarant.

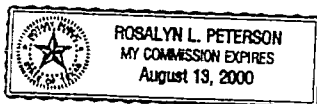


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 22nd day of July, 1998 by Michael W. Brady, President of the Texas Division of Standard Pacific of Texas, a Delaware corporation.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
3215 Steak Ave., Ste. 100
Austin, Texas 78757-8060

COV17C798

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13242 0189

CANYON CREEK SECTION 29
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS)

WHEREAS, Standard/Blanton, L.L.C., a Delaware limited liability company, is the Owner of that certain real property described as Canyon Creek, Section 29, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 102, Pages 142, 143 & 144, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the Second Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 29, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 29, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 29 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 29 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

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

1.1 Masonry Requirements. All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 Minimum Square Footage within Improvements. The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 Roofing Materials. Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Any owner whose lot adjoins the Greenbelt easements bordering Boulder Lane shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

By: Captex Land Corporation

a Texas corporation, General
Partner

By: [Signature]
Fred G. Eppright,
Vice President

OWNER:

Standard/Blanton, L.L.C.,
a Delaware limited liability
company

By: Standard Pacific of Texas,
Inc., Member

By: [Signature]
Michael W. Brady, President

THE STATE OF TEXAS)

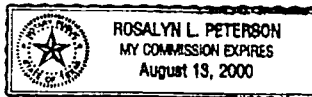
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 29th September, 1999 by Fred G. Eppright, Vice President of Captex Land Corporation, a Texas corporation, General Partner for Canyon Creek Land, Ltd., a Texas limited partnership, as Declarant.

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF Dallas TRAVIS)



This instrument was acknowledged before me on this the 29 day of Sept., 1999 by Michael W. Brady, President of the Texas Division of Standard Pacific of Texas, a Delaware corporation.

[Signature]
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
3215 Steck Ave., Ste. 100
Austin, Texas 78757-8060

COVCC29

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]

09-30-1999 03:10 PM 1999114878
STRONGL \$13.00
Dana DeBeauvoir, COUNTY CLERK
TRAVIS COUNTY, TEXAS



CANYON CREEK SECTION 22
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS)

3-
JMP

WHEREAS, Standard Pacific of Texas, Inc., a Delaware corporation, is the Owner of that certain real property described as Canyon Creek, Section 22, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 102, Pages 349, 350 & 351, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the Second Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 22, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 22, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 22 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 22 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

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

1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **Fences.** The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Any owner whose lot adjoins the Greenbelt easements bordering Boulder Lane shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 **Antennae.** No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 **Improvements.** No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 **Landscaping.** All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

2. **Ratification.** The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

By: Captex Land Corporation
a Texas corporation, General
Partner

By: [Signature]
Fred G. Eppright,
Vice President

OWNER:

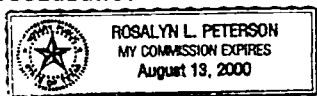
Standard Pacific of Texas, Inc,
a Delaware corporation

By: [Signature]
Michael W. Brady, President

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 13th
day of October, 1999 by Fred G. Eppright, Vice President of
Captex Land Corporation, a Texas corporation, General Partner for
Canyon Creek Land, Ltd., a Texas limited partnership, as
Declarant.

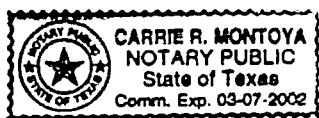


[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 13th
day of October 1999 by Michael W. Brady, President of the Texas
Division of Standard Pacific of Texas, a Delaware corporation.



[Signature]
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
3215 Steck Ave., Ste. 100
Austin, Texas 78757-8060

[Signature]

11-18-1999 11:08 AM 1999141726
DRAVILAM \$13.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

COVCC22

**CANYON CREEK SECTION 23
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS)

 TRV 2000203554
4 pgs

WHEREAS, Standard/Blanton, L.L.C., a Delaware limited liability company, is the Owner of that certain real property described as Canyon Creek, Section 23, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document Number 200000020, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

X

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 23, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 23, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 23 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 23 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property

shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **Fences.** The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be

constructed, or require that any proposed fence be partially screened by vegetation. .

1.5 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

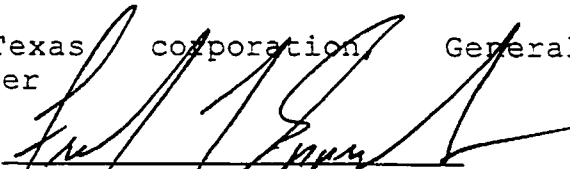
2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

By: Captex Land Corporation

a Texas corporation, General
Partner

By: 
Fred G. Eppright,
Vice President

OWNER:

Standard/Blanton, L.L.C.,
a Delaware limited liability
company

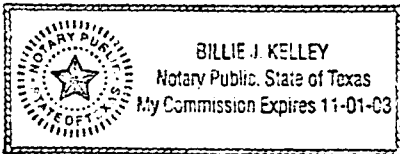
By: Standard Pacific of Texas,
Inc., Member

By: Michael W. Brady
Michael W. Brady, President

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the
7 ~~October~~, 2000 by Fred G. Eppright, Vice President of
Captex Land Corporation, a Texas corporation, General Partner for
Canyon Creek Land, Ltd., a Texas limited partnership, as
Declarant.

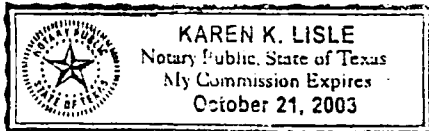


Billie J. Kelley
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF Dallas TRAVIS)

Michael W. Brady, President of the Texas Division of Standard
Pacific of Texas, a Delaware corporation, acknowledged this
instrument before me on this the 26 day of October 2000.



Karen K. Lisle
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
1701 Directors Boulevard, Suite 230
Austin, Texas 78744

COVCC23

Dana Debeauvoir
12-27-2000 03:29 PM 2000203554
BENAVIDESV \$15.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

CANYON CREEK SECTION 28
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, Standard Pacific of Texas, a Delaware corporation, is the Owner of that certain real property described as Canyon Creek, Section 28, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document Number 200000129, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 28, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 28, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 28 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 28 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property

shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **Fences.** The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be

constructed, or require that any proposed fence be partially screened by vegetation.

1.5 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

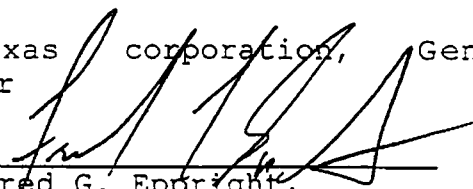
2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

By: Captex Land Corporation

a Texas corporation, General
Partner

By: 
Fred G. Eppright,
Vice President

CANYON CREEK SECTION 34
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Standard Pacific of Texas, a Delaware corporation, is the Owner of that certain real property described as Canyon Creek, Section 34, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document Number 200000239, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 34, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 34, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 34 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 34 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property

shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **Fences.** The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be

constructed, or require that any proposed fence be partially screened by vegetation.

1.5 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

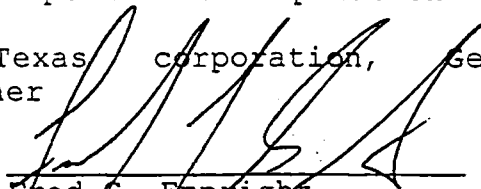
2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

By: Captex Land Corporation

a Texas corporation, General
Partner

By: 
Fred G. Eppright,
Vice President

OWNER:

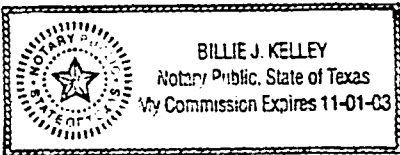
Standard Pacific of Texas, Inc.
a Delaware corporation

By: Michael W. Brady
Michael W. Brady, President

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 7 ~~October~~ ^{December}, 2000 by Fred G. Eppright, Vice President of Captex Land Corporation, a Texas corporation, General Partner for Canyon Creek Land, Ltd., a Texas limited partnership, as Declarant.



Billie J. Kelley
Notary Public, State of Texas

THE STATE OF TEXAS)

Dallas
COUNTY OF ~~TRAVIS~~)

Michael W. Brady, President of the Texas Division of Standard Pacific of Texas, a Delaware corporation, acknowledged this instrument before me on this the 26 day of October 2000.



Karen K. Lisle
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
1701 Directors Boulevard, Suite 340
Austin, Texas 78744

COVCC34

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

12-27-2000 03:29 PM 2000203553
BENAVIDESV \$15.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

**CANYON CREEK SECTION 24
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS)

WHEREAS, Weekley Homes, L.P., a Delaware Limited Partnership, is the Owner of that certain real property described as Canyon Creek, Section 24, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document Number 200000246, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 24, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 24, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 24 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 24 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property

shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **Fences.** The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be

constructed, or require that any proposed fence be partially screened by vegetation.

1.5 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 Improvements. No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 Landscaping. All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

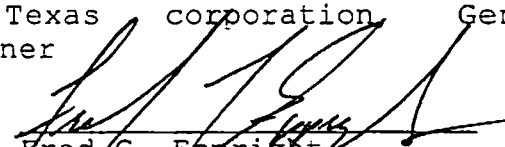
2. Ratification. The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

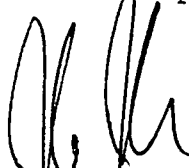
By: Captex Land Corporation

a Texas corporation, General
Partner

By: 
Fred G. Eppright,
Vice President

OWNER:

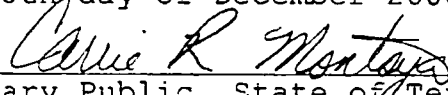
Weekley Homes, L.P.,
a Delaware limited partnership

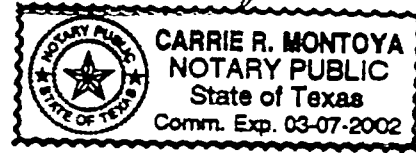
By: 
John Johnson, President

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

Fred G. Eppright, Vice President of Captex Land Corporation,
a Texas corporation, General Partner for Canyon Creek Land, Ltd.,
a Texas limited partnership, as Declarant, acknowledged this
instrument before me on this the 5th day of December 2000.


Notary Public, State of Texas

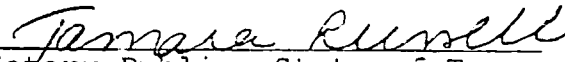


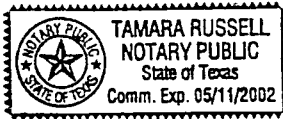
THE STATE OF TEXAS)

COUNTY OF TRAVIS)

John Johnson, President of Weekley Homes, L.P., a Delaware
limited partnership, acknowledged this instrument before me on
this the ____ day of ~~December 2000.~~

February 2001


Notary Public, State of Texas

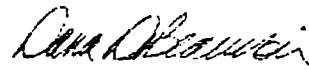


AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
1701 Directors Boulevard, Suite 230
Austin, Texas 78744

COVCC24

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



04-06-2001 01:52 PM 2001052616
ANDERSONB \$15.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS is by CANYON CREEK LAND, LTD., a Texas limited partnership, (the "Assignor"), in favor of STANDARD PACIFIC HOMES, L.L.C., a Delaware limited liability company and WEEKLY HOMES, L.P., a Delaware limited partnership, jointly (jointly referred to as "Assignee").

WHEREAS, that certain real property described as Canyon Creek Sections One, 17, 17B, 18, 19A, 19B, 20, 21, 26, 27 and 33, subdivisions in Travis County, Texas according to the map or plat thereof recorded in Volume 85, Page 150B-151B; Volume 92, Pages 210-211; Volume 93, Pages 138-139; Volume 97, Pages 239-240; Volume 89, Pages 73-74; Volume 91, Pages 219-221; Volume 12396, Pages 662-664; Volume 98, Pages 163-165; Volume 90, Pages 94-95; Volume 90, Pages 324-325, and Volume 93, Pages 398-399 (respectively), Plat Records of Travis County, Texas (the "Canyon Creek Subdivisions"); is subject to that certain FIRST RESTATEMENT OF CANYON CREEK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of record in Volume 10978, Pages 579-615 of the Real Property Records of Travis County, Texas (the "Declaration"); and

WHEREAS, Canyon Creek Land, Ltd., a limited partnership, organized and existing under the laws of the State of Texas is "Declarant" pursuant to Section 9.8 of the First Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10978, Pages 579-615 of the "Declaration" by virtue of the Resignation and Assignment of Declarant's Rights of record in Volume 11513, Pages 146-149, Real Property Records, Travis County, Texas; and

WHEREAS, Canyon Creek Land, Ltd., a Texas limited partnership did subsequently execute the SECOND RESTATEMENT OF CANYON CREEK MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS of record at Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas; and

WHEREAS, Paragraph 9.8 of the SECOND RESTATEMENT provides that Assignor may assign its rights as Declarant by expressly setting forth such assignment in writing; and,

WHEREAS, Assignor now desires to absolutely assign any and all of Assignor's rights, powers, reservations, title and interest as Declarant to Assignee.

NOW, THEREFORE, for and in consideration of ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, including the agreements of Assignee contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor has, and by these presents does hereby TRANSFER, ASSIGN, PLEDGE and CONVEY unto Assignee, all of Assignor's rights as Declarant, and Assignor does hereby covenant, warrant and represent to

Assignee that Assignor has not previously transferred, assigned, pledged and/or conveyed unto any other party any of Assignor's rights as Declarant under the Declaration.

FURTHERMORE, the Assignee shall not be liable for any loss sustained now or in the future by any person or entity due to any of Assignor's actions taken as Declarant and/or for Assignor's failure to perform any matter as Declarant prior to the effective date hereof. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Declaration arising prior to the effective date hereof.

FURTHERMORE, the Assignor shall not be liable for any loss sustained now or in the future by any person or entity due to any of Assignee's actions taken as Declarant and/or for Assignee's failure to perform any matter as Declarant after the effective date hereof. Assignor shall not be obligated to perform or discharge any obligation, duty or liability under the Declaration arising after the effective date hereof.

EFFECTIVE as of December 1, 2000 and executed on the 18 day of December 1, 2000.

ASSIGNOR:

CANYON CREEK LAND, LTD.
a Texas limited partnership

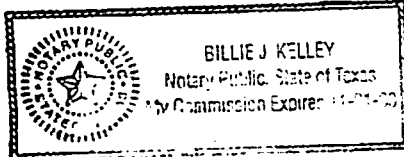
By: CAPTEX LAND CORPORATION,
a Texas corporation, its General

Partner

By: [Signature]
Name: Fred G. Eppright
Its: Vice President

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 18th day of December, 2000, by Fred Eppright, as partner of CAPTEX LAND CORPORATION, a Texas corporation, as General Partner to CANYON CREEK LAND, LTD., a Texas limited partnership, on behalf of said limited partnership.

[Signature] 11-01-03
Notary Public in and for the State of Texas

[Signature]
PLATEAU PROPERTY MANAGEMENT
1701 DIRECTORS BLVD., STE 290
AUSTIN, TEXAS 78744 - 1144

OWNER:

Standard/Blanton, L.L.C.,
a Delaware limited liability
company

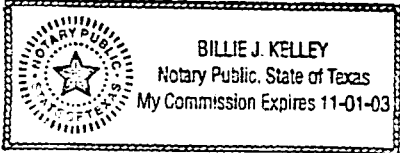
By: Standard Pacific of Texas,
Inc., Member

By: Michael W Brady
Michael W. Brady, President

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the
7 ~~October~~ ^{December} 2000 by Fred G. Eppright, Vice President of
Captex Land Corporation, a Texas corporation, General Partner for
Canyon Creek Land, Ltd., a Texas limited partnership, as
Declarant.

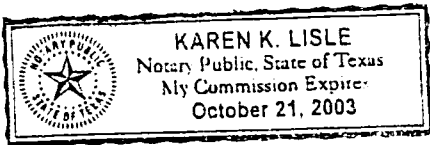


Billie J. Kelley
Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF ~~TRAVIS~~ ^{Dallas})

Michael W. Brady, President of the Texas Division of Standard
Pacific of Texas, a Delaware corporation, acknowledged this
instrument before me on this the 26 day of October 2000.



Karen K. Lisle
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
1701 Directors Boulevard, Suite 300
Austin, Texas 78744

COVCC30

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

12-27-2000 03:29 PM 2000203552
BENAVIDESV \$15.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

CANYON CREEK SECTION 30
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Standard/Blanton, L.L.C., a Delaware limited liability company, is the Owner of that certain real property described as Canyon Creek, Section 30, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document Number 200000017, Plat Records of Travis County, Texas (the "Property"); and

4

WHEREAS, the Declaration is more particularly described as that certain Canyon Creek Master Declaration of Covenants, Conditions and Restrictions of record in Volume 10653, Pages 476-511 as restated by the of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions (the "Declaration") of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent sections of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, Canyon Creek Section 30, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 30, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 30 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 30 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions and restrictions of the Declaration; (ii) the Property

shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

1.2 **Minimum Square Footage within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

1.4 **Fences.** The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be

constructed, or require that any proposed fence be partially screened by vegetation. Any owner whose lot adjoins the Greenbelt easements bordering Boulder Lane shall maintain that portion of the fence erected on such Lot by Declarant, in a good condition of repair, normal wear and tear excepted. Any replacement of such fence shall be of similar material as the original.

1.5 **Antennae.** No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

1.6 **Improvements.** No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior approval of the Architectural Review Committee.

1.7 **Landscaping.** All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.

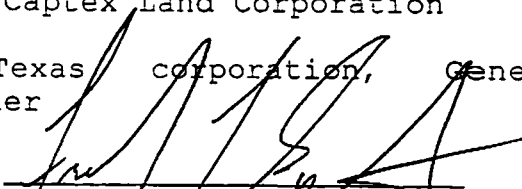
2. **Ratification.** The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case this Supplemental Declaration will control.

DECLARANT:

Canyon Creek Land, Ltd.,
a Texas limited partnership

By: Captex Land Corporation

a Texas corporation, General
Partner

By: 
Fred G. Eppright,
Vice President

OWNER:

Standard Pacific of Texas,
a Delaware corporation

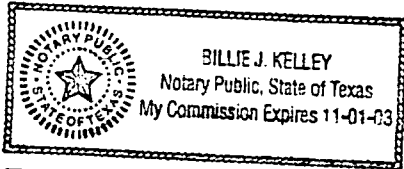
By: Michael W Brady

Michael W. Brady, President

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 7 ~~October~~ ^{December}, 2000 by Fred G. Eppright, Vice President of Captex Land Corporation, a Texas corporation, General Partner for Canyon Creek Land, Ltd., a Texas limited partnership, as Declarant.



Billie J. Kelley
Notary Public, State of Texas

THE STATE OF TEXAS)

Dallas
COUNTY OF TRAVIS)

Michael W. Brady, President of the Texas Division of Standard Pacific of Texas, a Delaware corporation, acknowledged this instrument before me on this the 26 day of October 2000.



Karen K. Lisle
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BLANTON DEVELOPMENT CO.
1701 Directors Boulevard, Suite 280
Austin, Texas 78744

COVCC28

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

12-27-2000 03:29 PM 2000203551
BENAVIDESV \$15.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

25-Weekley - VFW



DECLAR 2005175202

6 PGS

TRAVIS COUNTY

CANYON CREEK SECTION 32
SUPPLEMENTAL DECLARATION
TO
CANYON CREEK MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

U

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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WHEREAS, Weekley Homes, L.P., a Delaware Limited Partnership, is the Owner of that certain real property described as Canyon Creek, Section 32, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document Number 200400009, Official Public Records of Travis County (the "Property"); and

WHEREAS, the Declaration is more particularly described as that certain CANYON CREEK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of record in Volume 10653, Pages 476-511 as restated by the SECOND RESTATEMENT OF THE CANYON CREEK MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS of record in Volume 13149, Pages 1023-1065 of the Real Property Records of Travis County, Texas (the "Declaration"); and

WHEREAS, Section 2.1 of the Declaration authorizes Declarant to bring subsequent section of the Subdivision, being property within the area described in Exhibit "A" of the Declaration which has been subdivided and shown on a map or plat of record in the Plat Records of Travis County, Texas, within the scheme of the Declaration; and

WHEREAS, pursuant to that certain ASSIGNMENT OF DECLARANT RIGHTS of record in Document No. 2001052617 of the Official Public Records of Travis County, Texas, STANDARD PACIFIC HOMES, L.L.C., a Delaware limited liability company, and WEEKLEY HOMES, L.P., a Delaware limited partnership, are jointly designated as Declarant (the "Declarant"); and

WHEREAS, Canyon Creek Section 32, a subdivision in Travis County, Texas, is property within the area described in Exhibit "A" of the Declaration; and

WHEREAS, Canyon Creek Section 32, is an addition pursuant to the general plan approved by the Veterans Administration; and

WHEREAS, Declarant, acting herein by and through its undersigned duly authorized representative, does hereby add Canyon Creek Section 32 to the "Subdivision" as defined in Section 1.27 of the Declaration, and thereby makes Canyon Creek Section 32 subject to all covenants, conditions and restrictions of the Declaration;

NOW THEREFORE, it is hereby declared that (i) the Property is hereby added to and brought within the scheme of the Declaration and is hereby made a part of the subdivision as defined therein making the Property subject to all covenants, conditions, and restrictions of the Declaration; (ii) the Property shall be held, sold, conveyed and occupied subject to the following restrictions, which are for the purposes of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all properties having any right, title and interest to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and (iii) each contract or deed which may hereafter be executed with regard to the Property or any part thereof shall conclusively be held to have been executed, delivered and accepted subject to the following restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. **General Restrictions.** All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.
 - 1.1 **Masonry Requirements.** All residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.
 - 1.2 **Minimum Square Footage within Improvements.** The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking facilities shall not be less than 2,200 square for any residential structure.

- 1.3 **Roofing Materials.** Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 240 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color, and appearance of other improvements with in the Property.
- 1.4 **Fences.** The construction of fences shall be subject to the proper written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.
- 1.5 **Antennae.** No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunications signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.
- 1.6 **Improvements.** No improvements including but not limited to basketball goals shall be placed or installed as to be visible from the street without the prior written approval of the Architectural Review Committee.
- 1.7 **Landscaping.** All landscape improvements visible from the street are subject to review by the Architectural Review Committee prior to installation. In any event grass seeding, sprigging or hydromulching shall be prohibited. Grassed areas shall be established by grass sod installed for immediate and full coverage.
- 2.0 **Ratification.** The Declaration is hereby ratified and confirmed as to the Property except as it may be inconsistent herewith, in which case the Supplemental Declaration will control.

DECLARANT:

STANDARD PACIFIC OF TEXAS, L.P.

a Delaware limited partnership

By: Standard Pacific of Texas GP, Inc.
a Delaware corporation, its General Partner

By:

Bill Peckman
Bill Peckman, Division President

THE STATE OF TEXAS

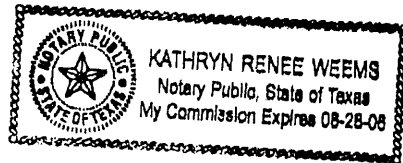
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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 14th day of Sept., 2005, by Bill Peckman, Division President of Standard Pacific of Texas GP, Inc. a Delaware corporation, general partner to **STANDARD PACIFIC OF TEXAS, L.P.**, a Delaware limited partnership, on behalf of said limited partnership.



Kathryn Renee Weems
Notary Public, State of Texas

DECLARANT:

WEEKLEY HOMES, L.P.,
A Delaware Limited Partnership

By: DM Weekley, Inc., a Delaware corporation
a General Partner

By: [Signature]
John Johnson, Vice-President

OWNER:

WEEKLEY HOMES, L.P.,
A Delaware Limited Partnership

By: DM Weekley, Inc., a Delaware corporation
a General Partner

By: [Signature]
John Johnson, Vice-President

THE STATE OF TEXAS

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COUNTY OF HARRIS

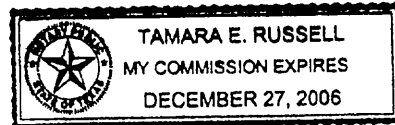
This instrument was acknowledged before me on the 15th day of September, 2005, by John Johnson, Vice-President of DM Weekley, Inc., a Delaware corporation, a General Partner to **WEEKLEY HOMES, L.P.**, a Delaware limited partnership, on behalf of said limited partnership as the Declarant.

Tamara E Russell
Notary Public, State of Texas

THE STATE OF TEXAS

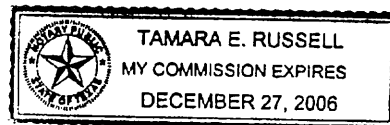
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§

COUNTY OF HARRIS



This instrument was acknowledged before me on the 15th day of September, 2005, by John Johnson, Vice-President of DM Weekley, Inc., a Delaware corporation, a General Partner to **WEEKLEY HOMES, L.P.**, a Delaware limited partnership, on behalf of said limited partnership as the Owner.

Tamara E Russell
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

DAVID WEEKLEY HOMES
9000 Waterford Centre Blvd.
Austin, TX 78753

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Sep 21 11:28 AM 2005175202

KNOWLESR \$36.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

**SUBORDINATION BY LIEN HOLDER TO TEXAS HOME EQUITY SECURITY
INSTRUMENT**

STATE OF TEXAS

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§
§

COUNTY OF TRAVIS

WHEREAS, SHU MING YUAN AND LAN JI, HUSBAND AND WIFE, hereinafter called "Borrower," whether one or more, for the purpose of securing a loan from ABN AMRO MORTGAGE GROUP, INC., A DELAWARE CORPORATION, hereinafter called "Lender," for the purpose of obtaining a loan on the hereinafter described property, have executed that certain Note in the original sum of \$280,000.00, bearing interest as therein specified, and payable to the order of Lender as therein provided, said Note providing for acceleration of maturity in the event of default and for attorneys' fees, and for the purpose of securing said Note have executed a Texas Home Equity Security Instrument to ROBERT K. FOWLER, Trustee, creating a first and superior lien upon the real property described as follows:

LOT 31, BLOCK E, CANYON CREEK, SECTION 19A, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 91, PAGE 219, OF THE PLAT RECORDS, TRAVIS COUNTY, TEXAS.

WHEREAS, CANYON CREEK HOMEOWNERS ASSOCIATION, hereinafter called "Association," has a lien for annual maintenance charges and special assessments for capital improvements reserved in instrument recorded in Volume 10978, Page 579 and Volume 13149, Page 1023 in the Official Public Records of Travis County, Texas, said lien(s) covering the aforescribed real property; and

WHEREAS, Lender will not close said loan and advance the funds thereon and accept said Note and Security Instrument unless and until Association expressly subordinates the lien(s) held by Association to Lender;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Association for a valuable consideration paid, and in order to induce Lender to close said loan and advance to Borrower the funds evidenced by said Note and accept said Note and Security Instrument, expressly agrees that all liens for annual maintenance charges and special assessments shall be and remain and are hereby made SUBORDINATE AND INFERIOR to said Note and Lien to Lender.

The undersigned Association expressly represents to Lender that Association is the entity with rights to the lien in question and is entitled to execute this Subordination Agreement.

EXECUTED this 12TH day of OCTOBER, 2007.

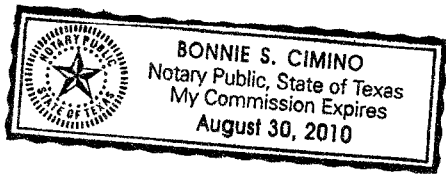
CANYON CREEK HOMEOWNERS
ASSOCIATION

By: Scott Sexton
Name: Scott Sexton
Title: PRESIDENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 12TH day of OCT., 2007, by SCOTT SEXTON, the PRESIDENT of CANYON CREEK HOMEOWNERS ASSOCIATION, on behalf of said entity.



Bonnie S. Cimino
NOTARY PUBLIC



Office: 713-860-1270
Fax: 713-860-1264

angela.denny@mortgagesdirect.com
<http://www.mortgagesdirect.com>

Dear MaryEllen Romich,

Mortgages Direct is the broker for Lan Ji, who resides at 9933 Jasmine Creek Drive, Austin, TX 78726. She is refinancing her home to take some cash out and the lender we have chosen to do her loan through, ABN Amro, is requiring the homeowners association to be subordinate to their lien. The current title work states the lien of assessments to be subordinate to all liens, but specifically purchase money liens and improvement liens, and has no mention of home equity liens. Upon further investigation, we realized the recording of the lien was in 1989, before Texas even closed home equity loans, which may be the reason for the exclusion. If the HOA is subordinate to home equities, please provide that information to the title company so they may update the title work, or please execute the subordination agreement so that it may be recorded and the title work can be updated.

Please understand that this is the only thing the borrower needs for us to be able to fund her loan and your immediate attention to this is greatly appreciated.

This is a Texas Cashout Refinance and will be in first lien position, on their primary residence, 9933 Jasmine Creek Drive, Austin, TX 78726 , legal description as follows:

Lot 31, Block E, Canyon Creek, Section 19A, a subdivision in Travis County, Texas according to the map or plat recorded in Volume 91, of the Plat Records, Travis County, Texas.

Do not hesitate to contact me with any questions you may have.

Thank you,

Angela Denny
Closing Manager
Mortgages Direct

RESOLUTION OF THE DIRECTORS OF
CANYON CREEK HOMEOWNERS ASSOCIATION
ADOPTED BY WRITTEN UNANIMOUS
CONSENT WITHOUT A MEETING IN CONNECTION WITH
APPROVAL OF PROPOSED SUBORDINATION AGREEMENT FOR
SHU MING YUAN AND LAN JI

WHEREAS, Shu Ming Yuan and Lan Ji are the owners of the property and residence described as Lot 31, Block E, Canyon Creek, Section 19A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 91, Page 219 of the Plat Records of Travis County, Texas, also described as street address 9933 Jasmine Creek Drive, Austin, Texas 78726 ("Property"); and

WHEREAS, Shu Ming Yuan and Lan Ji has requested that Canyon Creek Homeowners Association ("Association") execute the attached Subordination Agreement; and

WHEREAS, the Board of the Association has received and reviewed the attached letter received from Mortgages Direct describing the loan for which the Subordination Agreement is sought; and

WHEREAS, it has been represented to the Association by Mortgages Direct, that the refinancing will result in one mortgage on the Property held by the lender, ABN Amro Mortgage Group, Inc., and that such lien will be a first lien; and

WHEREAS, the Second Restatement of Canyon Creek Master Declaration of Covenants, Conditions and Restrictions, Recorded in Volume 13149, Page 1023, Real Property Records, Travis County, Texas ("Declaration") provides in Section 7.6 that the lien for payment of assessments to be held by the Association is subordinate to tax liens and deeds of trust of record and securing sums borrowed for purchase or for improvements to a Lot and further provides that the Board of the Association has the discretion to subordinate the Association's lien to other liens; and

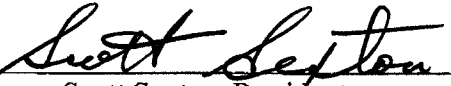
WHEREAS, the Board of the Association wishes to exercise its discretion pursuant to Section 7.6 of the Declaration to grant the request by Shu Ming Yuan and Lan Ji, and authorize execution of the attached Subordination Agreement; and


WHEREAS, Section 9.10 of the Texas Non-Profit Corporation Act provides for action by the Board without a meeting and by written approval of all Directors.

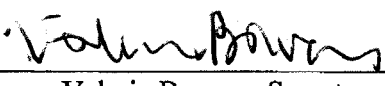
WHEREFORE PREMISES CONSIDERED, THE UNDERSIGNED BOARD OF DIRECTORS OF THE ASSOCIATION HEREBY RESOLVE THAT:

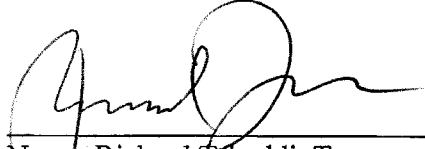
1. The attached Subordination Agreement is approved.
2. The President of the Association is hereby authorized to sign the attached Subordination Agreement.

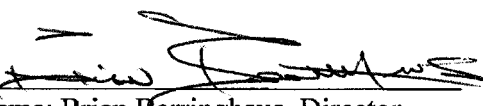
ADOPTED to be effective the 14th day of October, 2007.

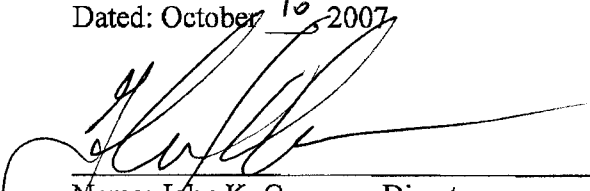

Name: Scott Sexton, President
Board of Directors
Dated: October 10, 2007

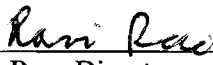

Name: Allen Jensen, Vice President
Board of Directors
Dated: October 10, 2007


Name: Valeria Bowers, Secretary
Board of Directors
Dated: October 10, 2007


Name: Richard Tripaldi, Treasurer
Board of Directors
Dated: October 10, 2007


Name: Brian Barringhaus, Director
Board of Directors
Dated: October 10, 2007


Name: John K. Connors, Director
Board of Directors
Dated: October 14, 2007


Name: Ravi Rao, Director
Board of Directors
Dated: October 10, 2007

- ATTACHMENTS:
1. Subordination Agreement
 2. Letter form Mortgages Direct