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1-93-0787

WARRANTY DEED FROM DAVID B. BARROW, ET AL
TO ENVIRONMENTAL COMMUNITIES CORPORATION AND OTHERS

JUN -5-7923 6410

STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

That David B. Barrow of Austin, Travis County, Texas, acting herein by and through his Agent and Attorney-In-Fact, duly authorized, David B. Barrow, Jr., (no part of the hereinafter described property being any part of the homestead of David B. Barrow), and also Austin Corporation, a Texas Corporation whose principal place of business is in Austin, Travis County, Texas, who are hereinafter at all times called Grantors, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto L. M. Holder, III, of Travis County, Texas, William F. McLean, of Travis County, Texas, Harvey L. Davis, of Dallas County, Texas, T. Herndon Wolfe, of Travis County, Texas, and also Environmental Communities Corporation, a Texas Corporation, of Austin, Travis County, Texas, the said Holder, McLean, Davis, Wolfe and Environmental Communities Corporation being hereinafter at all times referred to as Grantees, for and in consideration of certain cash and other consideration hereinafter stipulated have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Grantees, all that certain 280.153 acres of land, more or less, in Travis County, Texas, and more particularly described on Exhibits A & B attached hereto and made a part hereof.

The consideration paid and to be paid by Grantees is as follows:

- A. Ten Dollars (\$10.00) and other good and valuable cash consideration, receipt of all of which is hereby acknowledged and confessed and for which no lien express or implied is retained; plus the consideration

1-93-0788

of restrictive covenants otherwise made in and by Exhibit D, applicable only to 11.66 acres shown on Exhibit C, attached hereto and made a part hereof, and it is specifically stipulated that said 11.66 acres is deeded hereby under the general warranty hereinafter written and same is free of any lien, or the Vendors' Lien hereinafter retained on only a portion of the 280.153 acres described on Exhibits A & B, inasmuch as such Vendors' Lien and any other lien shall apply only to the lands conveyed outside of the 11.66 acres.

B. A consideration for this conveyance insofar as it relates to all of the lands deeded hereunder (except said 11.66 acres) shown on Exhibit B is the execution and delivery of one certain promissory Vendors' Lien and deed of trust note in the principal sum of One Million One Hundred and Sixty Thousand Dollars (\$1,160,000.00) with interest at seven percent (7%) per annum from the day and year last hereinafter written, such note being executed by the said Purchasers and Grantees to the order of the said Sellers and Grantors and payable in Austin, Travis County, Texas, at Sellers' office or at such other place as Sellers may designate, and such note further providing for joint and several liability on the part of each and all of said Grantees and Purchasers, and same is payable in the amounts and on the dates now shown as follows: Beginning on or before one year from the date last hereinafter written, and continuing annually thereafter on or before each of the second through the seventh years following the last date

hereinafter written as the execution of this deed as follows:

1-93-0789

<u>Principal</u>	<u>Interest</u>	
	81,200.00	1st Yr.
193,333.33	81,200.00	2nd Yr.
193,333.33	67,667.00	3rd Yr.
193,333.33	54,133.00	4th Yr.
193,333.33	40,600.00	5th Yr.
193,333.33	27,067.00	6th Yr.
<u>193,333.33</u>	<u>13,533.00</u>	7th Yr.
1,160,000.00	365,400.00	

C. Further consideration is: this conveyance is subject to the conditions and restrictions set forth on Exhibits D & E attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs, administrators, executors, successors and assigns forever, and the Grantors do hereby bind themselves, their heirs, administrators, executors, successors and assigns to Warrant and Forever Defend, all and singular the said premises unto the said Grantees, their heirs, administrators, executors, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to the aforesaid conditions and restrictions on Exhibits D & E and subject also to any easements, conditions and restrictions, zoning ordinances or easements of record.

But it is expressly agreed and stipulated that the Vendors' Lien is retained against the above described property, premises and improvements, as particularly described on Exhibits A & B attached hereto as aforesaid, but such Lien shall not in any manner affect or pertain to the 11.66 acres as per Exhibit C which is hereby deeded as stated above free and clear, but insofar as the land

1-93-0790

conveyed outside of the 11.66 acres is concerned, the Vendors' Lien is retained until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

This Vendors' Lien is further supplemented, and the said Vendors' Lien Note is further secured by a Deed of Trust of even date herewith conveying to David B. Barrow, Jr., the aforesaid lands [save and except the 11.66 acres] and the said Deed of Trust is to David B. Barrow, Jr. as Trustee for all of the purposes in said Deed of Trust and in said Note recited.

IN WITNESS WHEREOF, the Parties who are Grantors herein above named have caused these presents to be signed and duly executed this 4th day of January, 1979.

DAVID B. BARROW

By David B. Barrow, Jr.
DAVID B. BARROW, JR., Agent
and Attorney-In-Fact

AUSTIN CORPORATION

By David B. Barrow, Jr.
DAVID B. BARROW, JR.
Vice-President

ATTEST: **NO SEAL**

Kay Gurley
SECRETARY AUSTIN CORPORATION

STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DAVID B. BARROW, JR., Agent and Attorney-In-Fact for David B. Barrow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed

1-93-0791

the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 4th day of January, 1979.

NOTARY SEAL

Wilma Raney
Notary Public in and for
Travis County, Texas

WILMA RANEY
NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY, TEXAS
My Commission Expires _____

STATE OF TEXAS X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared DAVID B. BARROW, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AUSTIN CORPORATION, a corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 4th day of January, 1979.

NOTARY SEAL

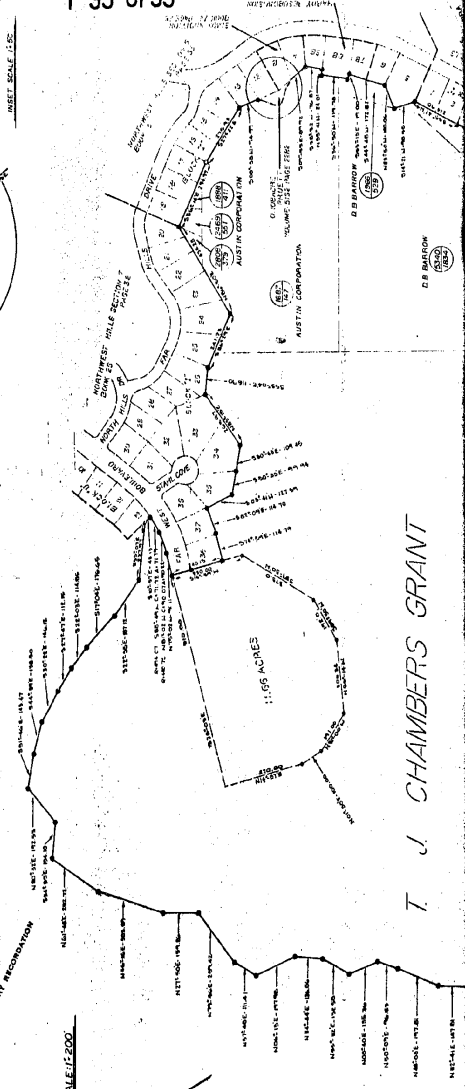
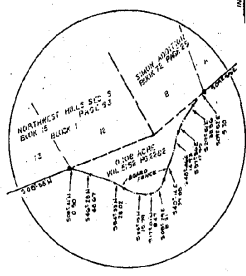
Wilma Raney
Notary Public in and for
Travis County, Texas

WILMA RANEY
NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY, TEXAS
My Commission Expires _____

MAP TO ACCOMPANY FIELD NOTES

SURVEY MAP OF
280.153 ACRES OF LAND
OUT OF THE
T. J. CHAMBERS GRANT
SITUATED IN
TRAVIS COUNTY, TEXAS

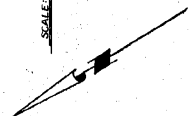
1-93-0793



T. J. CHAMBERS GRANT

ALL OF PARTS OF THE
RECORDED INSTRUMENT
WAS NOT CLEARLY LEGIBLE FOR
REPRODUCTION

SCALE 1"=200'



JENNIE S. & F. W. WANT
MAY 1948 REC 212

EXHIBIT B.

1-93-0794

THE RIPPY SURVEYING COMPANY

8400 RESEARCH BLVD.
AUSTIN, TEXAS 78708
888-8113

CLINTON P. RIPPY
CLINTON L. RIPPY
REGISTERED PUBLIC SURVEYORS

July 2, 1978

Field Notes describing 280.153 acres of land out of and a part of the T. J. Chambers Grant, situated in Travis County, Texas, said 280.153 acre tract being more particularly described as being portions of those certain tracts of land that were conveyed to the Austin Corporation by the following deeds, found of record in the Travis County, Texas Deed Records:

<u>GRANTOR</u>	<u>DATE</u>	<u>VOLUME</u>	<u>PAGE</u>
Edwin London	3-05-56	1687	147
Edward Wendlandt, et al	3-23-57	1817	206
M. E. Hart, et ux	8-05-57	1888	411
T. D. Barrow, et ux	6-19-62	2469	551
T. D. Barrow, et ux	6-23-64	2808	379

and portions of those certain tracts of land that were conveyed to David B. Barrow by the following deeds, found of record in the Travis County, Texas Deed Records:

<u>GRANTOR</u>	<u>DATE</u>	<u>VOLUME</u>	<u>PAGE</u>
Fred O. Clark	10-04-51	1302	483
Edward Wendlandt, et al	7-16-53	1405	437
E. R. Barrow	10-16-58	1966	529
Fred O. Clark	4-07-59	2049	194
E. R. Barrow, Estate	1-07-76	5340	1843

said 280.153 acre tract being more fully described by metes and bounds as follows;

BEGINNING at an iron pin found for the most easterly southeast corner of the 280.153 acre tract herein described, said point being at the southwest corner of Lot 8 Block "T" Northwest Hills Belo Horizonte Section, a subdivision in the City of Austin, Travis County, Texas, found of record in Plat Book 35, at Page 38 of the Travis County, Texas Plat Records, said point also being at the most northerly corner of Lot 9 Block "T" Northwest Hills Cat Mountain Section, as recorded in Plat Book 52, at Page 57 of the Travis County, Texas Plat Records;

THENCE with the north line of said Northwest Hills Cat Mountain Section the following six (6) courses;

1. N 79°-54'W 60.70 feet to an iron pin found;
2. N 88°-21'W 304.78 feet to an iron pin found;

Con't

Exhibit B-1

3. N 83°-12'W 88.00 feet to an iron pin found;
4. N 55°-34'W 85.10 feet to an iron pin found;
5. N 39°-45'W 120.04 feet to an iron pin found;
6. N 40°-00'W 185.25 feet to an iron pin found in the curving east line of Northgrove Road;

THENCE crossing the end of said Northgrove Road N 26°-02'W 50.00 feet to an iron pin found in the curving west line of said Northgrove Road;

THENCE with the curving west line of said Northgrove Road, along a curve to the left whose radius is 311.24 feet, a sub-chord bears S 53°-53'W a distance of 107.32 feet to an iron pin found;

THENCE continue with the north line of said Northwest Hills Cat Mountain Section the following seven (7) courses;

1. N 36°-57'W 145.11 feet to an iron pin found;
2. N 84°-40'W 345.01 feet to an iron pin found;
3. N 50°-50'W 268.24 feet to an iron pin found;
4. N 53°-46'W 199.98 feet to an iron pin found;
5. N 57°-43'W 99.91 feet to an iron pin found;
6. N 60°-18'W 92.43 feet to an iron pin found;
7. N 38°-14'W 54.87 feet to an iron pin found at the most northerly corner of Lot 9 Block "Z" of said Northwest Hills Cat Mountain Section for an interior corner of the 280.153 acre tract herein described;

THENCE with the west line of said Northwest Hills Cat Mountain Section the following eight (8) courses;

1. S 73°-46'W 130.68 feet to an iron pin found;
2. S 82°-25'W 50.01 feet to an iron pin found;
3. S 77°-29'W 136.90 feet to an iron pin found;
4. S 53°-20'W 349.90 feet to an iron pin found;
5. S 40°-44'W 72.08 feet to an iron pin found;
6. S 38°-01'W 103.02 feet to an iron pin found;
7. S 39°-22'W 121.58 feet to an iron pin found;
8. S 39°-18'W 99.81 feet to an iron pin found at the southwest corner of Lot 18 Block "Y" Northwest Hills Cat Mountain Section;

THENCE S 39°-58'W 93.05 feet to a concrete Monument found at the southwest corner of that certain tract of land described in the above said deed, of record in Volume 1302, Page 483 of the Travis County, Texas Deed Records, for the most southerly southeast corner of the 280.333 acre tract herein described;

THENCE N 59°-22'W 379.06 feet to a steel pin set in the east line of F. M. Highway No. 2222, same being the east line of that certain tract of land conveyed to the State of Texas by the Austin Corporation by deed of record in Volume 2730, Page 7 of the Travis County, Texas Deed Records for the most southerly southwest corner of the 280.153 acre tract herein described;

Con't

[Handwritten signature]
10/7/71 *[Handwritten initials]*

Exhibit B-2

THENCE with the east line of said highway N 41°-36'E 171.09 feet to a steel pin set at the beginning of a curve to the left whose elements are: Central Angle 49°-58', Tangent of 204.17 feet, Radius of 438.19 feet, and whose long chord bears N 16°-37'E a distance of 370.14 feet to a steel pin set for the end of said curve;

THENCE continue with the east line of said highway N 08°-22'W 250.80 feet to a steel pin set at the beginning of a curve to the left whose elements are: Central Angle 08°-44', Tangent of 60.81 feet, Radius of 796.34 feet, and whose long chord bears N 12°-44'W a distance of 121.27 feet to a steel pin set for the end of said curve;

THENCE continue with the east line of said highway the following two (2) courses;

1. N 17°-06'W 299.75 feet to a steel pin set;
2. N 20°-54'W 99.75 feet to a steel pin set at the beginning of a curve to the left whose elements are: Central Angle 31°-30', Tangent of 137.97 feet, Radius of 489.18 feet, and whose long chord bears N 36°-39'W a distance of 265.57 feet to a steel pin set for the end of said curve;

THENCE continue with the north line of said highway the following two (2) courses;

1. N 52°-24'W 283.43 feet to a steel pin set;
2. N 59°-10'W 5.62 feet to a steel pin found for the most westerly southwest corner of the 280.153 acre tract herein described, said point being in the east line of that certain tract of land that was conveyed to Dorothy G. and M. E. Hart by deed of record in Volume 1848, Page 525 of the Travis County, Texas Deed Records, said point being on the east side of a ravine;

THENCE leaving said highway and with the east line of said Hart tract the following twenty six (26) courses;

1. N 31°-19'E 63.65 feet to an iron pipe found;
2. N 30°-29'E 139.97 feet to an iron pipe found;
3. N 30°-44'E 111.67 feet to an iron pipe found;
4. N 43°-17'E 167.81 feet to an iron pipe found;
5. N 64°-44'E 119.06 feet to an iron pipe found;
6. N 51°-28'E 99.36 feet to an iron pipe found;
7. N 28°-23'E 120.83 feet to an iron pipe found;
8. N 47°-17'E 107.69 feet to an iron pipe found;
9. S 86°-25'E 168.33 feet to an iron pipe found;
10. S 89°-52'E 162.28 feet to an iron pipe found;
11. S 86°-38'E 61.47 feet to an iron pipe found;
12. N 22°-52'E 168.14 feet to an iron pipe found;
13. N 53°-59'E 124.03 feet to an iron pipe found;
14. N 26°-02'E 109.58 feet to an iron pipe found;

Con't

[Handwritten signature]
08/21

Exhibit B-3

1-93-0797

Page 4

15. N 32°-41'E 147.81 feet to an iron pipe found;
16. N 48°-03'E 197.81 feet to an iron pipe found;
17. N 50°-09'E 96.53 feet to an iron pipe found;
18. N 08°-40'E 135.36 feet to an iron pipe found;
19. N 55°-32'E 132.58 feet to an iron pipe found;
20. N 34°-44'E 126.06 feet to an iron pipe found;
21. N 06°-13'E 197.98 feet to an iron pipe found;
22. N 57°-48'E 111.41 feet to an iron pipe found;
23. N 79°-56'E 259.42 feet to an iron pipe found;
24. N 27°-50'E 159.26 feet to an iron pipe found;
25. N 46°-16'E 303.69 feet to an iron pipe found;
26. N 61°-48'E 252.72 feet to an iron pipe found for the northwest corner of the 280.153 acre tract herein described;

THENCE continue with a south line of said Hart tract the following ten (10) courses;

1. S 54°-59'E 154.10 feet to an iron pipe found;
2. N 80°-32'E 192.53 feet to an iron pipe found;
3. S 51°-46'E 143.47 feet to an iron pipe found;
4. S 44°-39'E 138.50 feet to an iron pipe found;
5. S 30°-22'E 146.12 feet to an iron pipe found;
6. S 27°-47'E 112.15 feet to an iron pipe found;
7. S 22°-03'E 114.85 feet to an iron pipe found;
8. S 17°-04'E 176.65 feet to an iron pipe found;
9. S 22°-35'E 187.12 feet to an iron pipe found;
10. S 55°-07'E 237.97 feet to a steel pin found in the west line of Lot 13 Block "U" Northwest Hills Section 7, as recorded in Plat Book 26, at Page 32 of the Travis County, Texas Plat Records;

THENCE with the west line of said Lot 13 S 10°-57'E 43.13 feet to an iron pin found in the curving north line of Far West Boulevard, at the southwest corner of said Lot 13, for a corner of the 280.153 acre tract herein described;

THENCE with the curving north line of said Far West Boulevard, along a curve to the right whose Radius is 494.07 feet, the long chord bears S 88°-49'W a distance of 71.73 feet to an iron pin found at the point of compound curve to the right whose Radius is 450.72 feet, the long chord bears N 81°-02'W a distance of 90.07 feet to an iron pin found at the end of said curve;

THENCE continue with the north line of said Far West Boulevard N 75°-02'W 91.11 feet to a steel pin found for an interior corner of the 280.153 acre tract herein described;

THENCE with an east line of this survey S 14°-59'W, crossing the end of said Far West Boulevard, continue for a total distance of 240.13 feet to an iron pin found at the southwest corner of Lot 38 Block "I" of said Northwest Hills Section 7 for an interior corner of the 280.153 acre tract herein described;

Con't

Exhibit B-4

6428 111

THENCE with the south line of said Northwest Hills Section 7 Block "I" the following nine (9) courses;

1. S 74°-59'E 114.79 feet to an iron pin found;
2. S 82°-09'E 114.70 feet to an iron pin found;
3. S 03°-41'W 127.59 feet to an iron pin found;
4. S 50°-33'E 99.94 feet to an iron pin found;
5. S 50°-43'E 109.45 feet to an iron pin found;
6. N 83°-18'E 265.97 feet to an iron pin found;
7. S 55°-04'E 116.90 feet to an iron pin found;
8. S 36°-29'E 241.73 feet to an iron pin found;
9. N 86°-50'E 434.28 feet to an iron pin found at the southeast corner of Lot 20 of said Block "I", same being the southwest corner of Lot 19 Block "I" Northwest Hills Section 6, as recorded in Plat Book 15, at Page 63 of the Travis County, Texas Plat Records;

THENCE with the south and west lines of said Northwest Hills Section 6 Block "I" the following three (3) courses;

1. S 36°-14'E 294.99 feet to a concrete Monument found;
2. S 27°-22'E 275.93 feet to an iron pin found;
3. S 08°-38'W 94.99 feet to an iron pin found at a fence corner, at the common west corner of Lots 12 and 13 Block "I" of said Northwest Hills Section 6, same being the north corner of that certain 0.108 acre tract of land that was conveyed to John W. Pruett by deed of record in Volume 5162, Page 2282 of the Travis County, Texas Plat Records;

THENCE with the board fence along the northwest and southwest lines of said Pruett tract the following ten (10) courses;

1. S 08°-41'W 0.50 feet;
2. S 46°-28'W 48.67 feet;
3. S 54°-33'W 28.02 feet;
4. S 34°-15'W 15.79 feet;
5. S 17°-01'W 8.47 feet;
6. S 08°-29'E 8.31 feet;
7. S 40°-14'E 39.88 feet;
8. S 48°-46'E 14.93 feet;
9. S 37°-36'E 17.55 feet;
10. S 29°-51'E 33.36 feet to a point at the south corner of said Pruett tract, in the west line of Lot B Simon Addition, as recorded in Plat Book 72, at Page 29 of the Travis County, Texas Plat Records;

THENCE with the west line of said Simon Addition the following two (2) courses;

1. S 09°-52'E 5.70 feet to an iron pin found;
2. S 09°-55'E 89.92 feet to an iron pin found at the southwest corner of Lot A of said Simon Addition, same being the northwest corner of Lot 9-B Hardy Resubdivision, as recorded in Plat Book 49, at Page 57 of the Travis County, Texas Plat Records;

THENCE with the west line of said Hardy Resubdivision the following five (5) courses;

Con't

[Handwritten signature]
16777 *[Handwritten initials]*

Exhibit B-5

1-93-0799

1. S 38°-32'W 76.87 feet to an iron pin found;
2. N 55°-41'W 24.01 feet to an iron pin found;
3. S 36°-50'W 119.78 feet to an iron pin found;
4. S 53°-13'E 19.00 feet to an iron pin found;
5. S 44°-48'W, passing the southwest corner of Lot 7-B of said Hardy Resubdivision, same being the northwest corner of Lot 6 Block "I" of the above said Northwest Hills Section 6, continue for a total distance of 172.82 feet to an iron pin found at the southwest corner of said Lot 6, same being the northwest corner of Lot 5 of said Northwest Hills Section 6 Block "I";

THENCE with the northwest and southwest lines of said Lot 5 the following two (2) courses;

1. N 83°-50'W 100.06 feet to an iron pin found;
2. S 14°-21'W 98.55 feet to a concrete monument found at the southwest corner of said Lot 5, same being the northwest corner of Lot 1 Block "I" Northwest Hills Section 5, as recorded in Plat Book 14, at Page 9 of the Travis County, Texas Plat Records;

THENCE with the west line of said Northwest Hills Section 5 Block "I" the following three (3) courses;

1. S 55°-41'W 214.98 feet to an iron pin found;
2. S 47°-51'W 114.99 feet to an iron pin found;
3. S 41°-57'W 111.82 feet to an iron pin found at the southwest corner of Lot 4 of said Northwest Hills Section 5 Block "I", same being the northwest corner of Lot 1 Block "G" Northwest Hills Section 5 Phase 2, as recorded in Plat Book 17, at Page 62 of the Travis County, Texas Plat Records;

THENCE with the west line of said Block "G" the following three (3) courses;

1. S 41°-58'W 100.02 feet to an iron pin found;
2. S 41°-55'W 200.00 feet to an iron pin found;
3. S 34°-53'W 96.82 feet to an iron pin set for a corner of the 280.153 acre tract herein described, at the northeast corner of that certain 0.18 of an acre tract of land that was conveyed to Nash Phillips, et ux by deed of record in Volume 6290, Page 2257 of the Travis County, Texas Deed Records;

THENCE with the north, west and south lines of said Phillips tract the following three (3) courses;

1. N 61°-49'W 133.87 feet to a steel pin set;
2. S 27°-34'W 160.03 feet to a steel pin set;
3. S 61°-48'E 130.00 feet to an iron pin found at the southwest corner of Lot 5 Block "G" of said Northwest Hills Phase 2 Section 5 for an interior corner of the 280.153 acre tract herein described, said point being at the end of Dry Creek Drive;

THENCE crossing the end of said Dry Creek Drive S 27°-34'W 50.04 feet to an iron pin found in the south line of said Dry Creek Drive, at the northwest corner of Lot 1 Block "T" of said Northwest Hills Section 5 Phase 2, same being the northeast corner of that certain 0.30 acre tract of land that was conveyed to E. S. Kruger by deed of record in Volume 3457, Page 1121 of the Travis County, Texas Deed Records;

Con't

Exhibit B-6

6428 113

1-93-0800

Page 7

THENCE with the north, west and south lines of said Kruger tract the following three (3) courses;


1. N 62°-27'W 100.02 feet to a steel pin set;
2. S 27°-34'W 130.03 feet to a steel pin set;
3. S 62°-26'E 99.98 feet to an iron pin found at the southeast corner of said Kruger tract, same being the common west corner of said Lot 1 and Lot 2 of said Block "T";

THENCE with an east line of this survey the following five (5) courses;

1. S 27°-38'W, passing the southwest corner of said Lot 2 Block "T", same being the northwest corner of Lot 3 Block "T" of the above said Northwest Hills Belo Horizonte Section, continue for a total distance of 200.12 feet to an iron pin found;
2. S 27°-30'W 99.98 feet to an iron pin found;
3. S 27°-47'W 99.82 feet to an iron pin found;
4. S 39°-23'W 76.48 feet to an iron pin found;
5. S 50°-51'W 200.17 feet to the place of BEGINNING containing 280.153 acres of land.

I hereby certify that the foregoing notes represent the results of a survey made on the ground under my supervision according to law, they are true and correct to the best of my ability, this the 2nd day of July, 1978.

Clinton P. Rippe
CLINTON P. RIPPE OF TENNESSEE
REGISTERED PUBLIC SURVEYOR
NUMBER 1453



W777
[Signature]
[Signature]

Exhibit B-7

6428 114

E X H I B I T C.

THE RIPPY SURVEYING COMPANY

8409 RESEARCH BLVD.
AUSTIN, TEXAS 78758
830-0115

1-93-0801

CLINTON F. RIPPY
REGISTERED PUBLIC SURVEYOR

Field Notes describing 11.66 acres of land out of and a part of the T. J. Chambers Grant, situated in Travis County, Texas, said 11.66 acre tract being more particularly described as being a portion of that certain tract of land that was conveyed to the Austin Corporation by deed of record in Volume 1817, Page 206 of the Travis County, Texas Deed Records, said 11.66 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a steel pin found in the south line of Far West Blvd at the northwest corner of Lot 38 Block "I" Northwest Hills Section 7, a subdivision in the City of Austin, Travis County, Texas, found of record in Plat Book 26, at Page 32 of the Travis County, Texas Plat Records;

THENCE leaving said Far West Blvd. and with the east line of this survey S 14°-57'W 240.0 feet to a steel pin set for the southeast corner of the 11.66 acre tract herein described;

THENCE with the south line of this survey the following four (4) courses;

1. S 59°-30'W 373.00 feet to a steel pin set;
2. S 89°-30'W 192.00 feet to a steel pin set;
3. N 66°-14'W 306.34 feet to a steel pin set;
4. N 31°-00'W 191.00 feet to a steel pin set for the southwest corner of the 11.66 acre tract herein described;

THENCE with the west line of this survey the following two (2) courses;

1. N 01°-30'E 100.0 feet to a steel pin set;
2. N 14°-57'E 379.0 feet to a steel pin set for the northwest corner of the 11.66 acre tract herein described;

THENCE with a north line of this survey S 75°-03'E 910.00 feet to a steel pin found in the north line of the above said Far West Blvd. for the northeast corner of the 11.66 acre tract herein described;

Con't

Exhibit C-1

1-93-0802

THENCE with the east line of this survey, crossing the end of said Far West Blvd., S 14°-57'W 90.0 feet to the place of BEGINNING containing 11.66 acres of land.

I hereby certify that the foregoing notes represent the results of a survey made on the ground under my supervision according to law, they are true and correct to the best of my ability, this the 2nd day of July, 1978.

Clinton P. Rippy

CLINTON P. RIPPY
REGISTERED PUBLIC SURVEYOR
NUMBER 1453

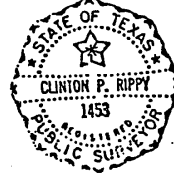


Exhibit C-2

6428 116

E X H I B I T D.

1-93-0803

The property described as 11.66 acres out of the T. J. Chambers grant as surveyed July 2, 1978 by Clinton P. Rippey and more particularly described as follows by field notes attached hereto as Exhibit C-1 is subject to the following restrictions and covenants running with the land, and such restrictions are in words and figures as follows:

PERMITTED USES AND RESTRICTIONS

Section 1. General Restrictions. All Lots except the community building lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one single family residence with a 2-space covered parking facility. The community building lots may be used for recreational, educational, professional and research activities of interest to a member or members of the Meadow Mountain Property Owners Association and for purposes relevant to the development's activities and plans. Office and meeting spaces for the developers of Meadow Mountain and for others who may be involved in any building constructed on the community building lots. No lot may be used as an apartment house, double house, flat, lodging house, hotel or, except for the community building lots, for any business purpose. Anything contained in this Section to the contrary notwithstanding, an Owner may lease his residence to a tenant for a term of a minimum of six (6) months.

Section 2. Noxious Uses. The land and improvements located on each Lot shall not be used so as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. Nor shall such land and improvements be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other such material.

Section 3. Use of Common Area. The Common Area shall be used for park, recreational, social, access, established utility easements, approved driveways installed and maintained at owners' expense, and other purposes directly related to the property uses that are or may be authorized hereunder. Declarant may office on any property within the jurisdiction of the Association.

Section 4. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets shall be maintained on any Lot or the Common Area and then only if they are kept thereon solely as domestic pets and not for brooding or raising or for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, or confinement of any animal or bird

Exhibit D-1

6428 117

shall be maintained so as to visible from neighboring property. Upon the written request of any Owner the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable.

-93-0804

Section 5. Antennas and Signals. No antenna or other device for the transmission or reception of television signals, radio signals, citizens band radio, or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot, whether attached to a building or structure or otherwise, without prior written approval of the Board of Directors of the Association, except that the Declarant or the Association may erect a common television antenna with approval of the Environmental Management Committee. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may interfere with the reception of television or radio signals on any other Lot.

Section 6. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling on any such Lot or Common Area shall be moved immediately after the completion of construction.

Section 7. Trailers, Boats and Motor Vehicles. No mobile or motor home, trailer of any kind, truck camper, permanent tent or similar structure, boat or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property or a public street; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Environmental Management Committee, and provided further that campers, trailers, motor homes, and boats may be kept and placed in such public parking areas, if any, as may be designated by the Board of Directors. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed, or repaired upon any property or street or private driveway in such a manner as will be visible from neighboring property.

Section 8. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or Common Area, and no odors shall be permitted to arise therefrom, so as to render any such property or portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

Section 9. Repair of Buildings. No building or structure upon any property within any Lot or Common Area shall be permitted to fall into

disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

1-93-0805

Section 10. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or Common Area except in covered containers of a type, size and style which are approved by the Board of Directors, which may include the requirement that all containers will be disposable. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and, then, only the shortest time reasonably necessary to effect such collection. The provisions of this Section are subject to the rights created in Article IX, Section 3 hereof.

Section 11. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot or Common Area unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and not visible from neighboring property.

Section 12. Sidewalk Encroachments. No tree, shrub or planting of any kind on any Lot or Common Area shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet without the prior approval of the Environmental Management Committee.

Section 13. Right of Way. During reasonable hours Declarant, any member of the Environmental Management Committee, or member of the Board of Directors or any other representative of any of them, shall have the right to enter upon and inspect any Lot or Common Area for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 14. Mineral Exploration. No Lot or Common Area shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

Section 15. Machinery and Equipment. Without the approval of the Board of Directors of the Association or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Travis County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Association; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental, or quasi-governmental agency or public utility.

Section 16. Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot or Common Area which shall induce, breed, or harbor plant diseases or noxious insects.

Section 17. OMITTED

Section 18. Signs. No signs whatsoever (moveable or affixed), including but not limited to, commercial, political and similar signs, which are visible from neighboring property shall be erected or maintained on any lot except:

1-93-0806

- (a) such signs as may be required by Law.
- (b) A residential identification sign of a combined total face area of seventy-two (72) square inches or less.
- (c) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet.
- (d) A "For Sale", "For Rent", "For Lease" sign, of a reasonable type, size and appearance, which is approved by the Environmental Management Commission and similar to other signs customarily used in Travis County, Texas, to advertise individual parcels of residential real property.
- (e) Development identification and sales signs required by Declarant.

The content and location of all signs shall be subject to such rules as the Board of Directors of the Association may promulgate. The provisions of this paragraph shall not prevent Declarant from commencing, erecting, or maintaining structures or signs of any content or size on lots owned by it or upon the Common Area when Declarant, in its sole discretion, deems it necessary or convenient to the development, sale, operation or other disposition of the lots.

Section 19. Tanks, Solar Devices and Windmills. No elevated tanks, solar devices or windmills shall be erected without prior written approval of the Environmental Management Committee.

Section 20. Waste. No waste shall be committed on any lot or the Common Area.

Section 21. Lighting. No lighting or illumination shall be placed upon any lot or Common Area in such a manner as to cause nuisance glare or illumination on any other lot.

Section 22. Garages. No garage may be used by other than the Owner of a lot on which the garage is situated or his family or bona fide guests and all garage doors shall be closed at all times except as may be necessary for entry and exit of vehicles and persons.

Section 23. Restrictions on Impervious Cover. No combination of building and site paving shall be located in such a manner as to occupy an area of impervious cover greater than:

- 4800 square feet for Homesite No. 1
- 3600 square feet for the Community Building Site (CB-1)
- 3300 square feet for Homesites Nos. 2 and 25
- 1800 square feet for Homesites Nos. 4, 5, 6, 7, 8, 22 and 24
- 2800 square feet for all other Homesites.

Section 24. Building Encroachment Easements. No construction may exceed the limits of dedicated easements on adjacent lots or Common Areas. As a maximum no construction may exceed:

- one half foot (0.5') of foundation encroachment on the zero (0) lot line side of each lot; two feet (2.0') of roof overhang on adjoining lots or common elements.

Six feet (6.0') of cantilever encroachment over common property elements property line if and only if a minimum of seven feet (7.0') of ground clearance is employed in such construction.

1-93-0807

Section 25. Minimum Floor Area and Exterior Walls. Any residence constructed on said Lots must have not less than 1800 square feet, exclusive of open or screen porches, terraces, patios, driveways, carports and garages.

Section 26. Setbacks. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No side yards at the front building setback line shall be less than three (3') feet. For the purpose of this provision, eaves, steps, and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot in violation of the provisions of this Declaration.

Section 27. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Section 28. Construction. With reasonable diligence, and in all events within nine (9) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed.

The above and foregoing restrictions and covenants shall run with the land as aforesaid but are subject to being changed or amended by mutual agreement between Sellers and Purchasers at any time prior to any sale whereby the rights of other purchasers or third parties would prevent any change by reason of vested rights.

Exhibit D-5

6428 121

E X H I B I T E.

1-93-0808

It is expressly stipulated that all land in Exhibit B less than in Exhibit C: i.e. the 268.493 acres shall be subject henceforth to the following conditions and restrictions running with the land as follows:

1. Designation of Use

All lots shall be used for single family residential purposes, with not more than one residence on any lot. No lot shall be used for a trade or profession; nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. The Developer however, may erect a temporary sales office on any lot selected by it, in accordance with the Zoning Regulations of the City of Austin.

2. Retention of Easements

Easements are reserved as indicated on the recorded plat.

3. Temporary Structures and Garage Apartments

No apartment house, house trailer, tent, shack, garage apartment or other outbuilding shall be placed, erected, or permitted to remain on any lot or plot, nor shall any structure of temporary character be used at any time as a residence thereon.

4. Separate Garage, Guest Houses, etc.

A separate garage building, servants' quarters of one story, or a one story guest house not to exceed 600 square feet of floor area will be permitted, provided that such structure or structures must be attached to the main residence by a common wall or by a covered passageway, provided that the main dwelling be substantially completed prior to said erection and provided further that all other restrictions, covenants, conditions and uses herein are complied with.

5. Minimum Plot Size

No structure shall be erected or placed on any plot which plot has an average width of less than 80 feet. No resubdivision of existing lots shall be made which would create an additional lot or plot; but this shall not prevent the modifying of boundaries of original lots in conformity with the above minimum width. For the purpose of these restrictions, a "plot" shall consist of a lot or lots having a contiguous frontage and having an average width of not less than 80 feet.

6. Size and Construction of Dwellings

All dwellings shall be of recognized standard construction. The dwelling erected on any plot shall cover not less than 2,000 square feet of floor area of which not less than 1,800 square feet shall be in the house proper, exclusive of garage and porches. Ornamental structure, fences and walls, are permitted subject to approval in writing by the Developer, or in the alternative by the Architectural Committee referred to under Paragraph No. 8.

7. Set-back, Front Line, Side Line and Rear Line

No structure shall be located or erected on any lot nearer to the front plot line than twenty-five (25) feet, nor nearer than five (5) feet to any side plot line, except that the total combined setback from both sides shall in no event be less than fifteen (15) feet, nor nearer than fifteen (15) feet to the rear plot line.

8. Architectural Control and Building Plans

1-93-0809

For the purpose of insuring the development of the subdivision as a residential area of high standards, the Developer, or, in its absence or inability to act, by an Architectural Committee appointed at intervals of not more than five years by the then owners of a majority of the lots in the subdivision reserves the right to regulate and control the buildings or structures or other improvements placed on each lot. No building, wall, or other structure shall be placed upon such lot until the plan therefor and the plot plan have been approved in writing by the Developer. Refusal of approval of plans and specifications by the Developer, or by the said Architectural Committee, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer or Architectural Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. No house or other structure shall remain unfinished for more than two years after the same have been commenced.

9. General Covenants

These provisions are hereby declared to be conditions, restrictions, uses and covenants running with the land and shall be fully binding on all persons acquiring property in the subdivision, whether by descent, devise, purchase or otherwise, and every person by the acceptance of title to any lot of this subdivision shall agree to abide by and fully perform the foregoing conditions, restrictions, uses and covenants, which shall be binding until January 1, 1998. On and after January 1, 1978, said conditions, restrictions, uses and covenants shall be automatically extended for successive periods of ten years unless changed in whole or in part by a vote of three-fourths majority of the then owners of the lots in said subdivision, each lot, or plot, to admit of one vote.

10. Penalty Provisions

If any person or persons shall violate or attempt to violate any of the above conditions, restrictions, uses and covenants, it shall be lawful for any other person or persons owning any of the lots in the subdivision to prosecute proceedings at law or in equity against the person or persons violating or attempting such violations to prevent him or them from doing so, or to recover damages for such violations. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions and uses herein contained shall ever operate as a waiver of the operation of or the endorsement of any such covenant, condition, restriction or use.

Invalidation of any one or any part of these conditions, restrictions, uses or covenants by judgment or court order shall in no wise effect any of the others which shall remain in full force and effect.

1-93-0810

The above and foregoing restrictions and covenants shall run with the land as aforesaid but are subject to being changed or amended by mutual agreement between Sellers and Purchasers at any time prior to any sale whereby the rights of other purchasers or third parties would prevent any change by reason of vested rights.

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

JAN 5 1979



David S. Chapman
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
JAN 5 1 20 PM '79
David S. Chapman
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Exhibit E-3

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