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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MEADOW MOUNTAIN PLANNED RESIDENTIAL AREA

3-07-6167

THIS DECLARATION, made on the date hereinafter set forth by MEADOW MOUNTAIN CORPORATION, hereinafter referred to as the "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in Travis County, Texas, which is more particularly described as follows:

223.843 acres of land out of and a part of the T. J. Chambers Grant in Travis County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, Declarant desires to create thereon, in phases, a planned residential community, with each Phase being essentially a "building envelope" as more particularly described hereafter, and with the Owners in all phases sharing equally the use and benefit of a large tract of Open Space to be left, insofar as possible, in its natural state; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Planned Residential Area, and for the maintenance of said Open Space; and,

WHEREAS, it is intended that this Declaration shall be supplemented and expanded upon through the use of Phase Declarations which shall be applicable only to the specific land described in such Phase Declaration; and,

WHEREAS, Declarant has cooperated with the owners of adjacent properties, acting through the Northwest Austin Civic Association, in developing certain broad restrictions which shall be applicable to the entire tract described herein, but which shall leave discretion

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CONDOMINIUM RECORDS  
TRAVIS COUNTY TEXAS

in the detailed planning and development of each Phase until the time such Phase is actually developed on the ground; and, 3-07-6168

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the Open Space to create an Open Space Owners Association to whom such land will be conveyed, and who shall be responsible for maintaining, protecting and administering the Open Space and all covenants and restrictions applicable thereto, and for collecting and disbursing the assessments and charges relating to such Open Space;

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

The following definitions shall apply whenever used in this Declaration:

1.01. "Association" shall mean and refer to the MEADOW MOUNTAIN OPEN SPACE OWNERS ASSOCIATION, INC., its successors and assigns.

1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Living Unit built on the Property. The foregoing does not include any person or entity who holds an interest in any Living Unit merely as security for the performance of an obligation. The term "Owner" shall not include a "Builder".

1.03. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and any additions thereto that may hereafter be brought within the jurisdiction of the Association.

1.04. "Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, which

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shall be all of the Property EXCEPT the land within the Phases or Building Envelopes. The Open Space is the 84.606 acres of land described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. "Open Space" is not to be confused with any "Common Area" which may be developed within and as a part of a Phase or Building Envelope. Common Area developed within and as part of a Phase shall be for the exclusive use and benefit of the owners of the Living Units in the Phase in which such common area is situated, reserved and described.

1.05. "Family" shall mean either (a) persons related to each other by blood or marriage, or (b) individuals who live together as a single household and who may or may not be related by blood or marriage.

1.06. "Living Unit" shall mean a residential unit designed for occupancy by one family. Notwithstanding that a living unit shares one or more walls with another living unit, it is a single family living unit if (a) it has direct access to a street or thoroughfare (whether across private roads or public) and shares neither heating facilities, hot-water equipment, nor any other utility service with another living unit, OR, (b) is a part of a project which is the subject of a condominium regime limiting the use of the project to residential uses, and filed in accordance with the requirements of Article 1301a, Texas Revised Civil Statutes, (the Texas Condominium Act). If the living unit does share a party wall with another living unit, it is an "attached residential living unit"; if it is free-standing, it is a "detached living unit".

1.07. "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.08. "Builder" shall mean any home builder, contractor, investor or other person or entity other than a Declarant who purchases any part of the Property for the purpose of resale thereof to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

1.09. "Public Purchaser" shall mean the first person or entity other than the Declarant or a Builder who becomes an Owner of any living Unit within the Meadow Mountain Planned Residential Area.

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1.10. "Declaration" or Master Declaration" shall mean and refer to this document as the same may from time to time be amended.

1.11. "Phase Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be recorded by Declarant relating to individual phases or sections of Meadow Mountain Planned Residential Area and which shall apply and be binding only upon the land described in such supplemental declaration.

1.12. "Declarant" shall mean and refer to Meadow Mountain Corporation, its successors and assigns if such successors or assigns should acquire all of the Meadow Mountain Corporation's interest in one or more Phases. If a person or entity acquires all of MEADOW MOUNTAIN CORPORATION'S interest in a Phase, such person or entity becomes a Declarant as to such Phase only.

1.13. "Board" shall refer to the Board of Directors of the Association.

1.14. "Phase" or "Building Envelope", shall mean and refer to those tracts of land outlined and identified by Roman numerals as Phases on the map marked Exhibit "C" attached hereto and made a part hereof, being all of the Property except the Open Space.

1.15. "Permitted Living Units" shall mean the maximum number of Living units which may be built in any Phase or Building Envelope as established by this Declaration.

1.16. "Recorded" refers to filing a document with the County Clerk of Travis County for recording in the Real Property Records of Travis County, Texas.

## ARTICLE II.

### PROPERTY RIGHTS IN THE OPEN SPACE

2.01. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Open Space which shall be appurtenant to and shall pass with the title to every Living Unit, subject to the following provisions:

2.0101. the right of the Association to charge reasonable admission and other fees for the use of any permitted facility situated upon the Open Space and to limit the number of guests of Members;

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2.0102. the right of the Association to suspend the voting rights and right to use of the Open Space by an Owner for any period during which the assessment against his living unit remains unpaid; and for a period of not more than sixty (60) days for any infraction of its published rules and regulations;

2.0103. the right of the Association to dedicate, sell or transfer all or any part of the Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members and the governing body of such public agency, authority or utility. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer has been recorded.

2.0104. the right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving or maintaining the Open Space as permitted herein and in aid thereof, to mortgage said Open Space, and the rights of the Mortgagee in said Open Space shall be subordinate to the rights of the Owners hereunder. No such action shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such action has been recorded.

2.0105. The right of the Association to make reasonable rules and regulations regarding the use of the Open Space.

2.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment in the Open Space to the members of his family, his tenants or contract purchasers who reside in such Owner's Living Unit.

#### ARTICLE III.

##### MEMBERSHIP AND VOTING RIGHTS

3.01. Every Owner of a Living Unit is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Living Unit which is subject to assessment.

3.02 Classes of Membership. The Association shall have two (2) classes of voting membership as follows:

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3.0201. 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 Living Unit owned. When more than one person holds an interest in any Living Unit, all such persons shall be members and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Living Unit.

3.0202. Class B. The Class B Member shall be the Declarant and shall be entitled to thirty (30) votes for each Phase or Building Envelope owned. The Class B Membership shall cease for a given Phase upon the happening of one of the following events, whichever occurs earlier:

(a) upon the issuance of a certificate of occupancy for the first Living Unit constructed in any Phase or Building Envelope owned by the Declarant, or,

(b) on the 31st day of December, 1989.

In the event the Declarant constructs Living Units in any Phase owned by it, then, upon the cessation of the Class B Membership for that Phase, the Declarant shall become a Class A Member with one (1) vote for each Living Unit owned by it in such Phase.

3.03. Builder's Right and Duties. The following rules shall apply to Builder's rights in and duties to, the Association:

3.0301. A Builder shall have no vote in the affairs of the Association.

3.0302. From the first day of the month next following the date a Builder signs a contract with Declarant to purchase land in any Phase of Meadow Mountain Planned Residential Area, the Builder shall pay to the Association for such tract the same assessment as the Class B Member would pay.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01. Creation of the Lien and Personal Obligation of Assessment. The Declarant for each Phase, Building Envelope and Living Unit hereafter to be constructed therein, except those exempt

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under Section 4.10, hereby covenants, and each Owner of any Living Unit, and each Builder, by acceptance of a deed for any part of said land or of any Living Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges and (b) special assessments for capital improvements and deficits, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. The obligation to pay such assessments being part of the purchase price of each Living Unit when sold to an Owner, an express Vendor's Lien is hereby retained to secure the payment thereof in each such instance and is hereby transferred and assigned to the Association, each such lien to be superior and paramount to any homestead or other exemption provided by law. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien as to any and all such assessments shall continue to be a lien upon any such Living Unit or land as provided above.

4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of the Property and for the permitted improvement and maintenance of the Open Space.

4.03. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Living Unit to a Public Purchaser, the maximum Class A Member assessment shall be \$\_\_\_\_\_ per Living Unit. The maximum annual assessment for Class B Members shall be computed as follows.

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(Permitted Living Units in Phases owned by Declarant) x (The Class A Assessment for each Living Unit)  
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The Board shall have the authority to permit the annual assessments to be paid in monthly, quarterly or other payments less than annual.

4.0301. From and after January 1 of the year immediately following the conveyance of the first Living Unit to a Public Purchaser, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

4.0302. From and after January 1 of the year immediately following the conveyance of the first Living Unit to a Public Purchaser, the maximum annual assessment may be increased by more than ten percent (10%) above the maximum assessment for the preceding year only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.0303. The Board may fix the annual assessment at an amount not in excess of the maximum. The failure of the Board to fix the annual assessment as provided above for any year shall not be deemed a waiver or a release of any Owner from the obligation to pay the annual assessment, but the annual assessment fixed for the preceding year shall continue until a new assessment is fixed.

4.04. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of (a) defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Open Space, including fixtures and personal property related thereto, or (b) defraying in whole or in part, any deficit created by an excess of expenditures of the Association over receipts for the previous year, PROVIDED THAT any such assessment

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shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.05. Notice and Quorum for Action Authorized under Sections 4.03 and 4.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 or 4.04 shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Living Units and may be collected on a monthly or other basis as determined by the Board, EXCEPT HOWEVER, the amount of the assessment to be paid by the Declarant which shall be determined as set out in Section 4.03.

4.07. Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence as to all Living Units and Phases, on the first day of the month following the conveyance of the Open Space to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Living Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Living Unit have been paid. A properly

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executed certificate of the Association as to the status of assessments on a Living Unit is binding upon the Association as of the date of its issuance.

4.08. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid when due shall be immediately delinquent and shall, together with such interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the property which shall, to the full extent permitted by law, bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (delinquent) date, the assessment shall bear interest from the due (delinquent) date at the maximum lawful rate per annum and the Association may either (a) bring an action at law against the Owner personally obligated to pay same, or (b) foreclose the lien against the property, or (c) both, and, in either event, there shall be added to the amount of each assessment, interest as provided and all costs of collection including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Space or abandonment of his Living Unit.

4.09. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Living Unit shall not affect the assessment lien. However, the sale or transfer of any Living Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent Living Unit Owner from his personal obligation and liability therefor.

4.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

4.1001. all property dedicated to and accepted by any local government authority and devoted to public use;

4.1002. all Open Space

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4.1003. all additional Open Space which may be acquired by the Association.

ARTICLE V.

ASSOCIATION MAINTENANCE AND SERVICES

5.01. The Association may, at any time, as to any Open Space conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board, without the approval of the Owners being required:

5.0101. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the Board, or (b) the original plans for the improvement, or (c) if neither of the fore-going is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as the same existed..

5.0102. Replace injured and diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of soil and for aesthetic purposes.

5.0103. Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

5.0104. Do all such other and further acts which the Board deems necessary to preserve and protect the property and the beauty thereof in accordance with the general purposes specified in this Declaration.

5.0105. The Board shall be the sole judge as to the appropriate maintenance of the Open Space.

5.02. Damage or Destruction of Open Space by Owners. In the event any Open Space is damaged or destroyed by an Owner or any of his guests, tenants, agents, or employees, such Owner does hereby authorize the Association to repair said damaged area in a good, workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been

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modified or altered subsequently by the Association. The cost of such repairs shall be paid by said Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE VI.

PERMITTED USES AND RESTRICTIONS

6.01. Permitted Uses, Phases. Except for the Office Phase, each Phase or Building Envelope shall be used solely for private single family residence purposes, and no building or structure shall be constructed or maintained in any such Phase or Building Envelope other than attached or detached single family Living Units or any combination thereof and related facilities, including, but not limited to garages or carports, recreation facilities such as swimming pools, tennis courts and the like, and other amenities customarily associated with such single family residential use.

6.02. Density, Phases. The maximum number of Living Units permitted to be constructed in all Phases shall be three hundred sixty one (361), and the maximum number of Living Units permitted in each Phase or Building Envelope shall be as follows:

6.0201.	Phase V	Ninety (90) Living Units
6.0202.	Phase VI	Seventy-five (75) Living Units
6.0203.	Phase VII	Sixty-eight (68) Living Units
6.0204.	Phase VIII	Twenty-nine (29) Living Units
6.0205.	Phase IX	Fifty-seven (57) Living Units
6.0206.	Phase X	Four (4) Living Units
6.0207.	Phase XI	Twenty-four (24) Living Units
6.0208.	Phase XII	Fourteen (14) Living Units
6.0209.	Office Phase	One Office Building not to exceed 50,000 square feet of gross building area

NOWITHSTANDING the foregoing, the Declarant shall be permitted to increase the maximum number of Living Units permitted in Phases VI and VII by the same number of units deleted from Phases V, VIII, IX, X, XI, or XII, so long as the total number of units does not exceed 361.

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6.03. Use of Open Space. The Open Space shall be used for park, recreational, social, access, utility easement, flood control and other purposes directly related to the private single family residential use authorized hereunder. No structures shall be erected or placed in, and no impervious cover shall be placed upon the Open Space. No motor driven vehicles, bicycles, picnic tables or camp sites shall be permitted in, on, or about the Open Space at any time. It is the intent of the Declarant that the Open Space shall be and remain in its natural condition to the greatest extent possible.

6.04. No Business Use. No part of the Property shall be used for any business purposes whatever, except for the office building permitted in the office phase.

6.05. Height. No building or structure shall be constructed or erected on any part of the Property taller than thirty-five (35) feet, measured from the average elevation of the building site upon which such structure is constructed, EXCEPT for the office building permitted in the Office Phase which shall not exceed fifty (50) feet in height.

6.06. Roofs. No shiny or untreated metal roof shall be permitted on any structure erected upon the Property.

6.07. Sales Office. Nothing herein shall be construed as prohibiting Declarant, its officers, employees or agents from inviting any person or the general public to enter any Living Unit situated upon the Property with a view toward the sale or lease thereof or from using any such residence as a model for the purpose of making a sale or sales or from maintaining a sales force (whether one or more) in or about the property owned by Declarant which remains unsold.

ARTICLE VII.

EASEMENTS AND RIGHTS

7.01. Crossover Easement. If the Declarant or any Owner, must, in order to make reasonable repairs or improvements to a building, enter or cross the Open Space, the Declarant or such Owner shall have an easement to do so; PROVIDED, that such Owner shall use the most direct, feasible route entering and crossing over the Open Space and shall restore the surface so entered or crossed to its original condition at such using Owner's expense.

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7.02. Plat Easements. The easements referred to in Section 7.01 are in addition to any easements noted on the face of any plat of the Property.

ARTICLE VIII.

GENERAL PROVISIONS

8.01. Enforcement.

8.0101. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.0102. In addition to those persons and entities enumerated in Section 8.0101, the following persons and entities shall also have the right to enforce those restrictions set forth in Article VI, to-wit: (a) The owner of each lot in one of the sections of Northwest Hills Subdivision which lot shares a common boundary line with the Property which is the subject of this Declaration, or (b) the City Council of the City of Austin.

8.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8.03. Duration and Amendment.

8.0301. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

8.0302. Amendment. Except for Article VI, this Declaration may be amended during the first thirty (30) years by an instrument signed by not less than two-thirds (2/3) of the Living Unit Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of such Owners.

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With respect to the restrictions set forth in Article VI, amendment thereof shall require joinder of the percentage of Owners outlined above, AND the approval of two-thirds (2/3) of the owners of the Northwest Hills Subdivision lots sharing a common boundary with the Property.

To be valid, any amendment must be recorded.

8.04. Violation and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant, the Association, any Owner, or any other person or entity granted standing herein to enforce these Restrictions.

8.05. Acceptance of Declaration. By acceptance of a deed or by acquiring any ownership interest in any real property included within this Declaration, each such person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any duly enacted amendments thereof. In addition, each such person, by so doing, thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

8.06. Notices. All notices given or required to be given by the Association to its Members shall be deemed to have been given if actually received and, whether or not actually received, shall be deemed given when deposited in the United States Mail, postage prepaid and addressed to the Member at his address as it appears on the books of the Association.

EXECUTED THIS the 17th day of January, 1983.

MEADOW MOUNTAIN CORPORATION

NO SEAL

BY: Harvey L. Davis  
HARVEY L. DAVIS, President

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THE STATE OF TEXAS       S  
                                  S  
COUNTY OF TRAVIS        S

This instrument was acknowledged before me on the 17th day of January, 1983 by HARVEY L. DAVIS, President of MEADOW MOUNTAIN CORPORATION, a Texas corporation on behalf of said corporation.

Barbara Jo Denham  
Notary Public in and for  
the State of Texas

NOTARY SEAL

BARBARA JO DENHAM  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES: 11-20-85

Certificate of Approval

The foregoing Declaration of Covenants, Conditions and Restrictions for MEADOW MOUNTAIN PLANNED RESIDENTIAL AREA has been reviewed and is approved by the NORTHWEST AUSTIN CIVIC ASSOCIATION on this the 3rd day of January, 1983.

NORTHWEST AUSTIN CIVIC ASSOCIATION

BY: Michael R. Sharp  
MICHAEL R. SHARP, President

BY: Melvin M. Driskill  
MELVIN M. DRISKILL, Immediate  
Past President

BY: Jim F. Landrum  
JIM F. LANDRUM, Zoning Chairman

NO SEAL

D:6; V:BJ; D:CONDO.DECL;

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FIELD NOTES  
FOR 223.843 ACRES OF LAND

FIELD NOTES FOR 223.843 ACRES OF LAND OUT OF AND A PART OF THE T. J. CHAMBERS GRANT IN TRAVIS COUNTY, TEXAS, SAID 223.843 ACRES OF LAND BEING OUT OF AND A PROTION OF A 280.153 ACRE TRACT OF LAND AS CONVEYED TO MEADOW MOUNTAIN CORPORATION IN VOLUME 7079, PAGE 1636 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 223.843 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most westerly corner of Lot 1 of The Village at Meadow Mountain, a Planned Unit Development, a subdivision recorded in Book 80, Page 352 of the Plat Records of Travis County, Texas, the same being the most northerly corner of Lot 3 of the said subdivision, said Lot 3 being a part of said 223.843 acre tract, the same also being on the existing south R.O.W. of Far West Boulevard as dedicated in Far West Boulevard Street Dedication, a subdivision recorded in Book 78, Page 37 of the Plat Records of Travis County, Texas;

THENCE along the common boundary of said Lot 1 and said 223.843 acre tract the following courses:

- 1) S 50°56'00" E, 583.00 feet to a point;
- 2) N 83°30'00" E, 152.04 feet to a point; same being an exterior corner of said Lot 3;
- 1) N 43°17'00" E, 153.67 feet to a point;
- 2) N 23°32'00" W, 213.38 feet to a point;
- 3) N 50°56'00" W, 415.17 feet to a point being the most northerly corner of said Lot 1, the same also being on the existing south R.O.W. line of Far West Boulevard;

THENCE along said existing south R.O.W. line of Far West Boulevard and the north line of said 223.843 acre tract the following six (6) courses:

- 1) N 54°01'00" E, 273.24 feet to a point for the beginning of a curve to the left;
- 2) Along the said curve to the left having a radius of 686.03 feet, passing at the sub-arc of 60.02 feet, a bearing of N 51°30'37" E, and a sub-chord of 60.00 feet the most westerly corner of Meadow Mountain IV a subdivision recorded in Book 81, Page 258 of the Plat Records of Travis County, Texas, said subdivision being a part of said 223.843 acre tract, and continuing along said curve for a total arc distance of 212.33 feet and whose full chord bears N 45°09'00" E, a distance of 211.48 feet to the point of tangency;
- 3) N 36°17'00" E, 156.21 feet to a point for the beginning of a curve to the right;
- 4) Along said curve to the right an arc distance of 161.81 feet, said curve having a radius of 448.61 feet and whose chord bears N 46°37'00" E, 160.94 feet to a point for the beginning of a compound curve to the right;
- 5) Along said curve to the right an arc distance of 150.46 feet, said curve having a radius of 179.60 feet and whose chord bears N 80°57'00" E, 146.10 feet to the point of tangency;

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6) S 75°03'00" E, 192.22 feet to a point being the northeast corner of said Meadow Mountain IV, the same being the northwest corner of Meadow Mountain, a subdivision recorded in Book 77, Page 256 of the Plat Records of Travis County, Texas, same also being an exterior corner in the north boundary of said 223.843 acre tract;

THENCE along the common boundary of said Meadow Mountain subdivision and said 223.843 acre tract the following six (6) courses:

- 1) S 14°55'59" W, 279.83 feet to a point;
- 2) S 01°26'39" W, 99.93 feet to a point;
- 3) S 31°00'05" E, 190.87 feet to a point;
- 4) S 66°14'10" E, passing at 99.61 feet the most easterly corner of said Meadow Mountain IV, continuing a total distance of 306.27 feet to a point;
- 5) N 89°31'19" E, 192.05 feet to a point;
- 6) N 59°26'30" E, 212.40 feet to a point same being the most westerly corner of Meadow Mountain P.U.D. II-A a subdivision recorded in Book 81, Page 320 of the Plat Record of Travis County, Texas, same also being an exterior corner in the north boundary of said 223.843 acre tract;

THENCE along the common boundary of said Meadow Mountain P.U.D. II-A and said 223.843 acre tract the following seven (7) courses:

- 1) S 43°10'00" E, 228.00 feet to a point;
- 2) S 17°45'00" E, 370.00 feet to a point;
- 3) S 28°06'00" E, 125.07 feet to a point;
- 4) S 88°46'00" E, 126.56 feet to a point;
- 5) N 66°10'00" E, 210.00 feet to a point;
- 6) N 01°10'00" E, 150.00 feet to a point;
- 7) N 16°50'00" W, 275.00 feet to a point on the north boundary line of Lot 11 of the said Meadow Mountain P.U.D. II-A subdivision, the same being on the south boundary line of Lot 34, Block "I", of Northwest Hills Section 7, a subdivision recorded in Book 26, Page 32 of the Plat Records of Travis County, Texas, the same also being an exterior corner for said 223.843 acre tract;

THENCE along the south boundary of said Block "I", Northwest Hills Section 7, and the north boundary of said 223.843 acre tract the following four (4) courses:

- 1) N 83°19'24" E, 236.13 feet to a point;
- 2) S 55°04'00" E, 116.87 feet to a point;
- 3) S 36°29'00" E, 241.61 feet to a point;
- 4) N 86°50'00" E, 434.38 feet to a point at the southeast corner of Lot 20 of said Block "I", the same being the southwest corner of Lot 19, Block "I", Northwest Hills Section 6, a subdivision recorded in Book 15, Page 63 of the Plat Records of Travis County, Texas, same also being an exterior corner in the north boundary of said 223.843 acre tract;

THENCE along the southwest boundary of Northwest Hills Section 6, Block "I", and the northeast boundary of said 223.843 acre tract the following three (3) courses:

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1) S 36°14'00" E, 294.85 feet to a point;  
2) S 27°22'00" E, 275.77 feet to a point;  
3) S 08°38'00" W, 94.92 feet to a point at the common west corners of Lots 12 and 13, Block "I" of said Northwest Hills Section 6, the same being the north corner of a 0.108 acre tract of land conveyed to John W. Pruett as recorded in Volume 5162, Page 2282 of the Deed Records of Travis County, Texas, the same also being an exterior corner in the easterly boundary of said 223.843 acre tract;

THENCE along the common boundary of the said Pruett tract and said 223.843 acre tract the following ten (10) courses:

1) S 08°41'00" W, 0.50 feet to a point;  
2) S 46°28'00" W, 48.64 feet to a point;  
3) S 54°33'00" W, 28.00 feet to a point;  
4) S 34°15'00" W, 15.78 feet to a point;  
5) S 17°01'00" W, 8.46 feet to a point;  
6) S 08°29'00" E, 8.30 feet to a point;  
7) S 40°14'00" E, 39.86 feet to a point;  
8) S 48°46'00" E, 14.93 feet to a point;  
9) S 37°36'00" E, 17.54 feet to a point;  
10) S 29°51'00" E, 33.34 feet to a point at the south corner of said Pruett tract, in the west line of Lot 8, Simon Addition, a subdivision recorded in Book 72, Page 29 of the Plat Records of Travis County, Texas; said point being on the east boundary of said 223.843 acre tract;

THENCE along the west boundary of said Simon Addition and the east boundary of said 223.843 acre tract the following two (2) courses:

1) S 09°52'00" E, 5.70 feet to a point;  
2) S 09°55'00" E, 89.86 feet to a point at the southwest corner of Lot A of said Simon Addition, the same being the northwest corner of Lot 9-B of Hardy Resubdivision, a subdivision recorded in Book 49, Page 57 of the Plat Records of Travis County, Texas, and the same being an interior corner of the east boundary of said 223.843 acre tract;

THENCE along the west boundary of said Hardy Resubdivision and the east boundary of said 223.843 acre tract the following five (5) courses:

1) S 38°32'00" W, 76.82 feet to a point;  
2) N 55°41'00" W, 24.02 feet to a point;  
3) S 36°50'00" W, 119.69 feet to a point;  
4) S 53°13'00" E, 19.00 feet to a point;  
5) S 44°48'00" W, passing at 82.70 feet 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, continuing a total distance of 172.70 feet to a point at the southwest corner of said Lot 6, the same being the northwest corner of Lot 5 of said Block "I", Northwest Hills Section 6, the same also being an exterior corner of said 223.843 acre tract;

THENCE along the northwest and southwest boundary of said Lot 5 and the southeast boundary of said 223.843 acre tract:

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1) N 83°50'00" W, 100.05 feet to a point;  
 2) S 14°21'00" W, 98.47 feet to a point at the southwest corner of said Lot 5, the same being the northwest corner of Lot 1, Block "I", Northwest Hills Section 5, a subdivision recorded in Book 14, Page 9 of the Plat Records of Travis County, Texas, the same also being an exterior corner in the southeast boundary of said 223.843 acre tract;

THENCE along the west boundary of said Block "I", Northwest Hills Section 5 and the southeast boundary of said 223.843 acre tract the following three (3) courses:

1) S 55°41'00" W, 214.85 feet to a point;  
 2) S 47°51'00" W, 114.92 feet to a point;  
 3) S 41°57'00" W, 111.74 feet to a point at the southwest corner of Lot 4 of said Block "I", Northwest Hills Section 5, the same being the northwest corner of Lot 1, Block "S", Northwest Hills Section 5 Phase 2, a subdivision recorded in Book 17, Page 62 of the Plat Records of Travis County, Texas, the same also being an interior corner in the southeast boundary of said 223.843 acre tract;

THENCE along the west boundary of said Block "S" and the southeast boundary of said 223.843 acre tract the following three (3) courses:

1) S 41°58'00" W, 99.95 feet to a point;  
 2) S 41°55'00" W, 199.86 feet to a point;  
 3) S 34°53'00" W, 96.73 feet to a point at the northeast corner of that certain 0.18 acre tract of land conveyed to Nash Phillips, et ux, in Volume 6240, Page 2257 of the Deed Records of Travis County, Texas, the same being an exterior corner of the southeast boundary of said 223.843 acre tract;

THENCE along the common boundary of said Nash Phillips tract and said 223.843 acre tract the following four (4) courses:

1) N 61°49'00" W, 133.89 feet to a point;  
 2) S 27°34'00" W, 159.93 feet to a point;  
 3) S 61°48'00" E, 30.00 feet to a point;  
 4) S 61°48'00" E, 99.96 feet to a point at the southwest corner of Lot 5 of said Block "S", Northwest Hills Section 5 Phase 2;

THENCE along the common boundary of said Northwest Hills Section 5 Phase 2 and said 223.581 acre tract S 27°34'00" W, 50.00 feet to a point at the northeast corner of a 0.30 acre tract of land as conveyed to E. S. Kruger in Volume 3457, Page 1121 of the Deed Records of Travis County, Texas, the same being on the southeast boundary of said 223.843 acre tract;

THENCE along the common boundary of said Kruger tract and said 223.581 acre tract the following three (3) courses:

1) N 62°27'00" W, 100.04 feet to a point;  
 2) S 27°34'00" W, 129.93 feet to a point;  
 3) S 62°26'00" E, 99.96 feet to a point at the southeast corner of said Kruger tract, the same being the common westerly corner of Lot 1 and Lot 2, Block "T" of said Northwest Hills Section 5, Phase 2, a subdivision of record in Book 17, Page 62 of the Plat Records of Travis County, Texas, the same also being on the southeast boundary of said 223.843 acre tract;

THENCE along the southeast boundary of said 223.843 acre tract the following five (5) courses:

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- 1) S 27°38'00" W, passing at 99.97 feet the southwest corner of said Lot 2, Block "T", the same being the northwest corner of Lot 3, Block "T" of Northwest Hills Belo Horizonte Section, a subdivision recorded in Book 35, Page 38 of the Plat Records of Travis County, Texas, continuing a total distance of 199.97 feet to a point;
- 2) S 27°30'00" W, 99.91 feet to a point;
- 3) S 27°47'00" W, 99.75 feet to a point;
- 4) S 39°23'00" W, 76.43 feet to a point;
- 5) S 50°51'00" W, 200.05 feet to a point at the southwest corner of Lot 8, Block "T" of said Northwest Hills Belo Horizonte Section, the same being the most northerly corner of Lot 9, Block "T", Northwest Hills Cat Mountain Section, a subdivision recorded in Book 52, Page 57 of the Plat Records of Travis County, Texas, the same also being an exterior corner of the south boundary of said 223.843 acre tract;

THENCE along the north boundary of said Northwest Hills Cat Mountain Section and the south boundary of said 223.843 acre tract the following courses:

- 1) N 79°54'00" W, 60.70 feet to a point;
- 2) N 88°21'00" W, 304.73 feet to a point;
- 3) N 83°12'00" W, 87.99 feet to a point;
- 4) N 55°34'00" W, 85.12 feet to a point;
- 5) N 39°45'00" W, 120.09 feet to a point;
- 6) N 40°00'00" W, 185.33 feet to a point being the most northerly corner of said Block "T", the same also being on the existing south right-of-way of Mountain Grove Drive;
- 7) N 26°02'00" W, 50.03 feet to a point for the beginning of a non-tangent curve to the left, the same also being on the north right-of-way of Mountain Grove Drive;
- 8) Along said curve to the left an arc distance of 107.79 feet, said curve having a radius of 311.00 feet and whose chord bears S 53°53'00" W, 107.26 feet to the point of tangency, the same also being the most easterly corner of Lot 2, Block "V" of said Northwest Hills Cat Mountain Section, said curve being non-tangent to the subsequent courses;
- 9) N 36°57'00" W, 145.18 feet to a point;
- 10) N 84°40'00" W, 344.97 feet to a point;
- 11) N 50°50'00" W, 268.33 feet to a point;
- 12) N 53°46'00" W, 200.04 feet to a point;
- 13) N 57°42'00" W, 99.93 feet to a point;
- 14) N 60°18'00" W, 92.45 feet to a point;
- 15) N 38°14'00" W, 54.90 feet to a point;
- 16) S 73°46'00" W, 130.63 feet to a point;
- 17) S 82°25'00" W, 50.00 feet to a point;
- 18) S 77°29'00" W, 136.85 feet to a point;
- 19) S 53°20'00" W, 349.69 feet to a point;
- 20) S 40°44'00" W, 72.03 feet to a point;
- 21) S 38°01'00" W, 102.95 feet to a point;
- 22) S 39°22'00" W, 121.50 feet to a point;
- 23) S 39°18'00" W, 99.74 feet to a point;
- 24) S 39°58'00" W, 92.99 feet to a point;
- 25) N 59°22'00" W, 379.14 feet to a point the same also being on the existing north right-of-way of R.M. 2222 (Bull Creek Road);

THENCE along the common line of said R.M. 2222 and said 223.843 acre tract the following nine (9) courses:

- 1) N 41°36'00" E, 171.21 feet to a point for the beginning of a curve to the left;
- 2) Along said curve to the left an arc distance of 382.43 feet, said curve having a radius of 438.52 feet and whose chord bears N 16°37'00" E, 370.43 feet to the point of tangency;
- 3) N 08°22'00" W, 250.98 feet to a point for the beginning of a curve to the left;

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- 4) Along said curve to the left an arc distance of 121.47 feet, said curve having a radius of 796.92 feet and whose chord bears N 12°44'00" W, 121.35 feet to the point of tangency;
- 5) N 17°06'00" W, 299.95 feet to a point;
- 6) N 20°54'00" W, 99.81 feet to a point for the beginning of a curve to the left;
- 7) Along said curve to the left an arc distance of 269.07 feet, said curve having a radius of 489.42 feet and whose chord bears N 36°39'00" W, 265.70 feet to the point of tangency;
- 8) N 52°24'00" W, 283.51 feet to a point;
- 9) N 59°10'00" W, 5.62 feet to a point same being the southeast corner of Cat Mountain North Section I, a subdivision recorded in Book 81, Page 249 of the Plat Records of Travis County, Texas, and also being on the northwest boundary of said 223.843 acre tract;

THENCE along the common boundary of said Cat Mountain North Section I and said 223.843 acre tract the following eleven (11) courses:

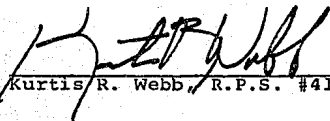
- 1) N 31°35'17" E, 63.73 feet to a point;
- 2) N 30°40'06" E, 140.06 feet to a point;
- 3) N 30°43'23" E, 111.44 feet to a point;
- 4) N 43°20'15" E, 167.66 feet to a point;
- 5) N 64°46'17" E, 119.24 feet to a point;
- 6) N 51°26'42" E, 99.32 feet to a point;
- 7) N 28°24'40" E, 120.83 feet to a point;
- 8) N 47°17'25" E, 107.54 feet to a point;
- 9) S 86°23'35" E, 168.36 feet to a point;
- 10) S 89°50'35" E, 162.34 feet to a point;
- 11) S 86°38'00" E, 30.66 feet to a point same being on the said existing north right-of-way of Far West Boulevard also being the beginning of a curve to the left.

THENCE along the common boundary of said existing right-of-way of Far West Boulevard and said 223.843 acre tract the following courses:

- 1) Along said curve to the right an arc distance of 82.49 feet, said curve having a radius of 531.94 feet, and whose chord bears N 65°06'35" E, 82.41 feet to the point of tangency, said curve being non-tangent to the subsequent course;
- 2) S 28°20'00" E, 90.00 feet to a point for the beginning of a curve to the left;
- 3) Along said curve to the left an arc distance of 83.04 feet, said curve having a radius of 621.94 feet, and whose chord bears N 57°50'30" E, 82.93 feet to the point of tangency;

THENCE along said right-of-way N 54°01'00" E, a distance of 128.04 feet to the POINT OF BEGINNING and containing 223.843 acres of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Jeryl Hart Engineers, Inc. from an actual survey made on the ground by us, from records and office calculations and from a survey done by Clinton P. Rippey on July 5, 1977 and are true and correct to the best of my knowledge.

  
Kurtis R. Webb, R.P.S. #4125



12/30/82  
Date

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3-07

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3-07-6189

LEG	BEARING	DISTANCE	LEG	BEARING	DISTANCE
L1	S55°04'00"E	116.87'	L26	S41°55'00"W	199.86'
L2	S08°38'00"W	94.92'	L27	S34°53'00"W	96.73'
L3	S08°41'00"W	0.50'	L28	N61°49'00"W	50.34'
L4	S46°28'00"W	48.64'	L29	N34°53'00"E	105.68'
L5	S54°33'00"W	28.00'	L30	N41°55'00"E	202.96'
L6	S34°15'00"W	15.78'	L31	N30°39'41"E	160.97'
L7	S17°01'00"W	8.46'	L32	N12°40'29"W	153.33'
L8	S08°29'00"E	8.30'	L33	N45°12'00"W	106.85'
L9	S40°14'00"E	39.86'	L34	S27°38'00"W	199.97'
L10	S48°46'00"E	14.93'	L35	S27°30'00"W	99.91'
L11	S37°36'00"E	17.54'	L36	S27°47'00"W	99.75'
L12	S29°51'00"E	33.34'	L37	S39°23'00"W	76.43'
L13	S09°52'00"E	5.70'	L38	S50°51'00"W	200.05'
L14	S09°55'00"E	89.86'	L39	N79°54'00"W	60.70'
L15	S38°32'00"W	76.82'	L40	N88°21'00"W	304.73'
L16	N55°41'00"W	24.02'	L41	N83°12'00"W	87.99'
L17	S36°50'00"W	119.69'	L42	N55°34'00"W	85.12'
L18	S53°13'00"E	19.00'	L43	N39°45'00"W	120.09'
L19	S44°48'00"W	172.70'	L44	N40°00'00"W	185.33'
L20	N83°50'00"W	100.05'	L45	N72°30'06"E	A=79.42 C=79.11
L21	S14°21'00"W	98.47'	L46	N36°57'00"W	145.18'
L22	S55°41'00"W	214.85'	L47	N84°40'00"W	125.00'
L23	S47°51'00"W	114.92'	L48	N44°23'26"E	120.00'
L24	S41°57'00"W	111.74'	L49	N07°20'31"W	190.49'
L25	S41°58'00"W	99.95'			

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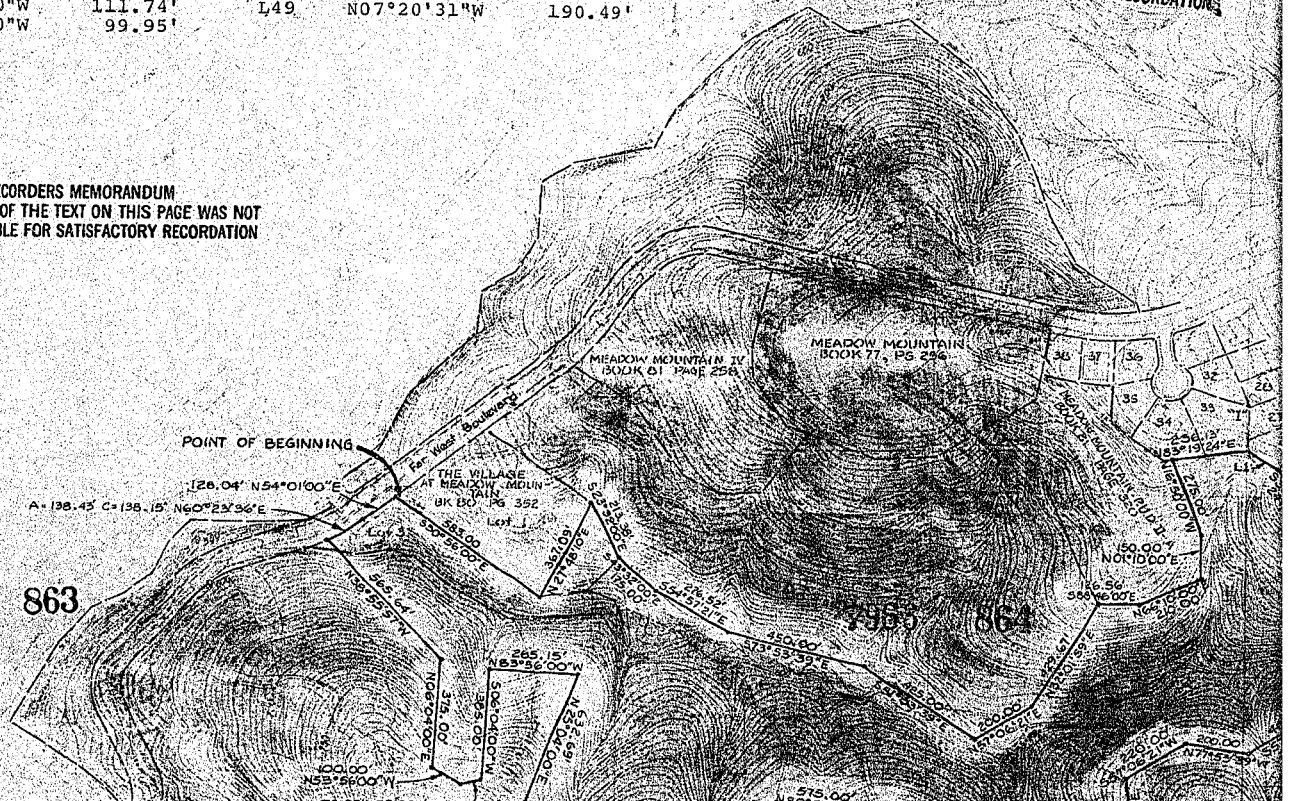
Map to Accompany Field

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Bull Creek

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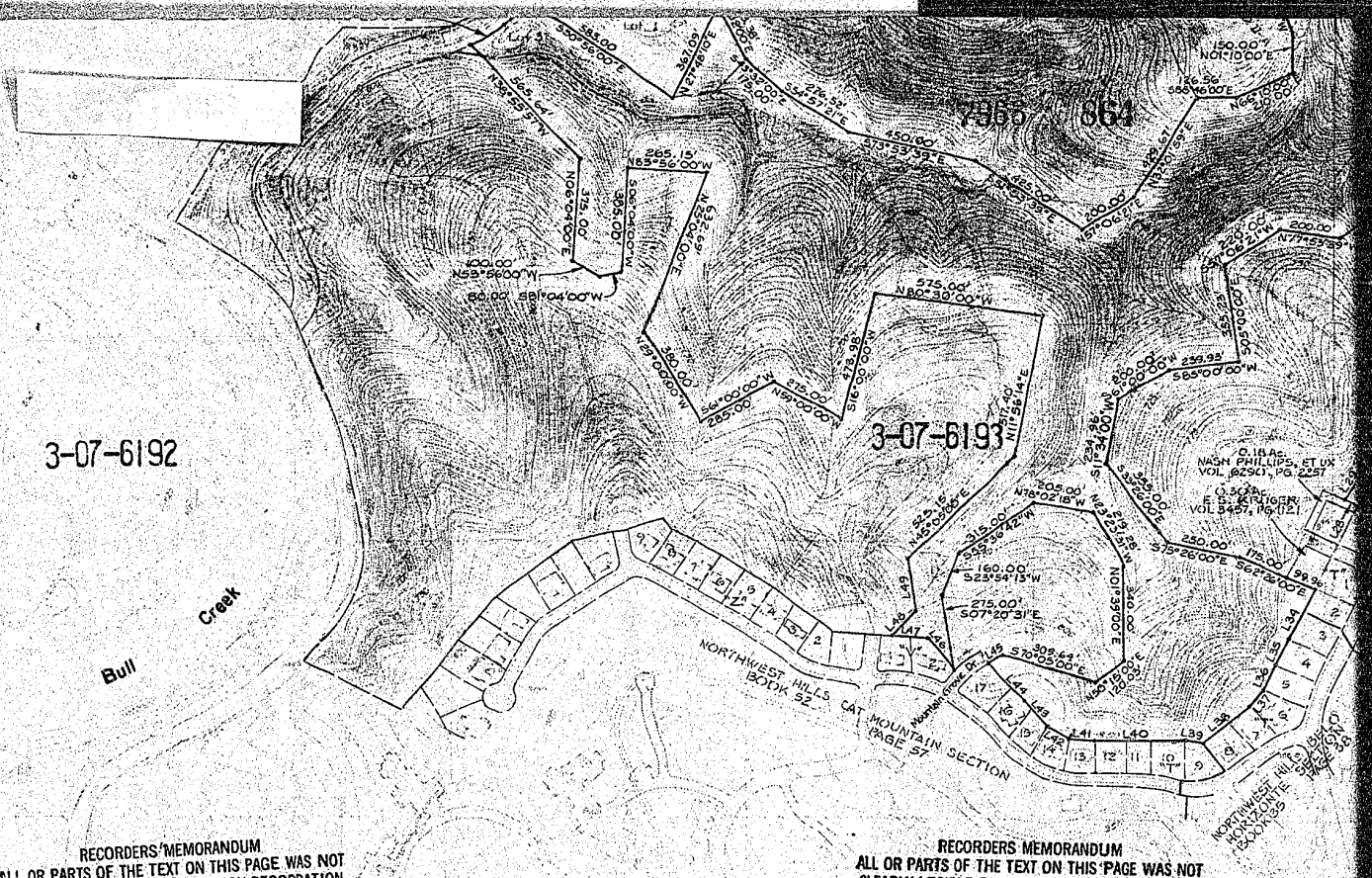
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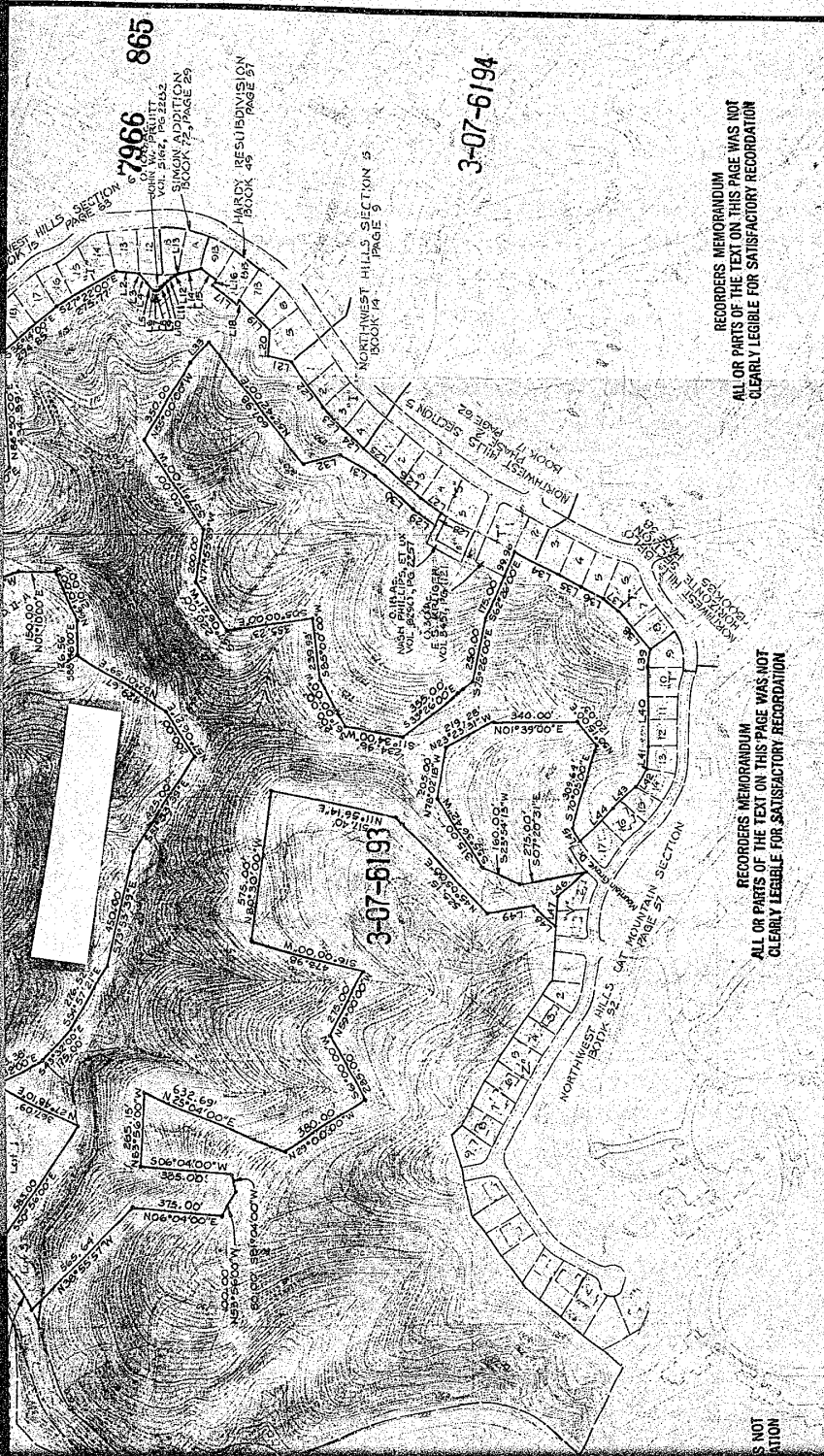
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PREPARED BY: **Jeryl Hart**  
CONSULTING  
AUST

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7966 865  
 JOHN W. HAVITT  
 VOL. 5162, PG. 2202  
 ADDITION  
 BLOCK 79 PAGE 29

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PREPARED BY: **Jeryl Hart Engineers, Inc.**  
 CONSULTING ENGINEERS  
 AUSTIN, TEXAS

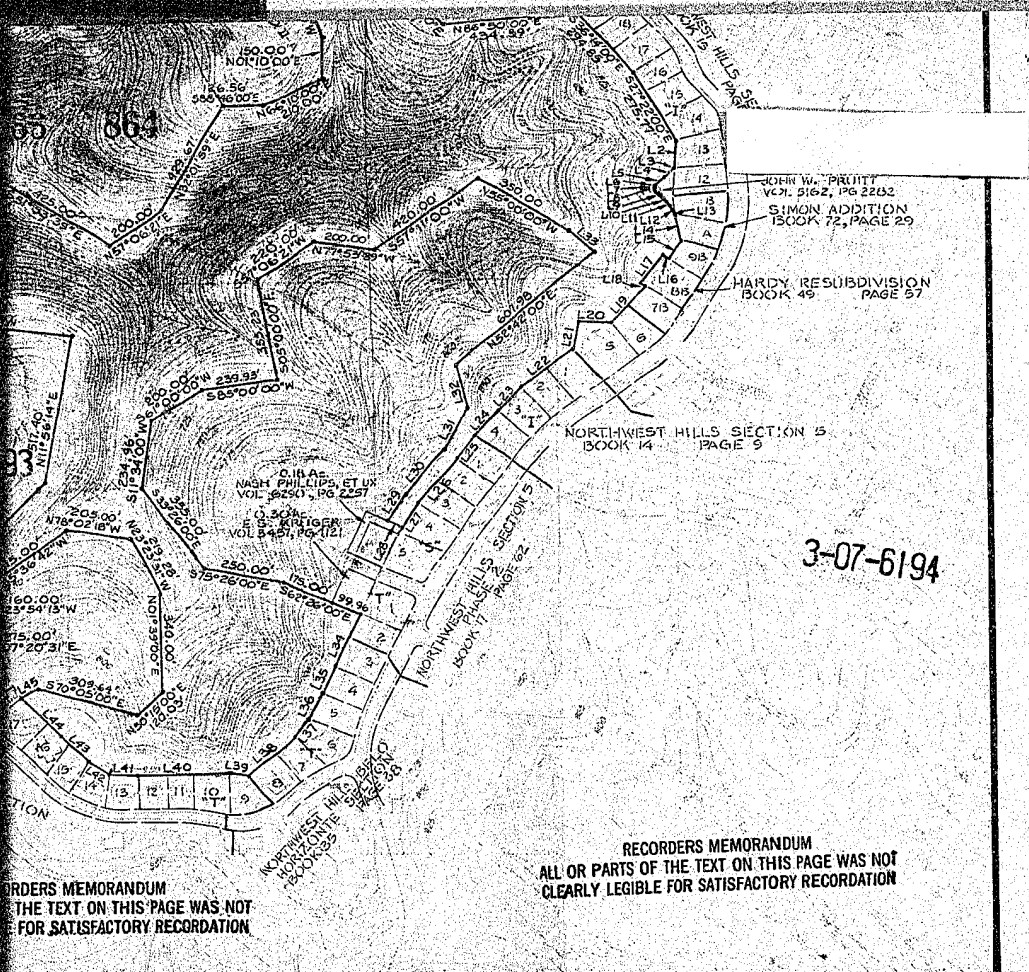
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Date: December, 1962	1 of 1
Scale: 1" = 400'	

EXHIBIT "A" Page 7 of 7 Pages

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<b>PREPARED BY:</b> Jeryl Hart Engineers, Inc. CONSULTING ENGINEERS AUSTIN, TEXAS	Project No. 80-044	Sheet 1
	Date: December, 1982	of 1
	Scale: 1" = 400'	1

EXHIBIT "A" Page 7 of 7 Pages

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FIELD NOTES  
FOR 84.606 ACRES OF LAND

3-07-6195

FIELD NOTES FOR 84.606 ACRES OF LAND OUT OF AND A PART OF THE T. J. CHAMBERS GRANT IN TRAVIS COUNTY, TEXAS, SAID 84.606 ACRES OF LAND BEING OUT OF AND A PORTION OF A 280.153 ACRE TRACT OF LAND AS CONVEYED TO MEADOW MOUNTAIN CORPORATION IN VOLUME 7079, PAGE 1636 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 84.606 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found for the westerly corner of Lot 1 of The Village at Meadow Mountain, a Planned Unit Development, a subdivision recorded in Book 80, Page 352 of the Plat Records of Travis County, Texas, the same being the most northerly corner of Lot 3 of the said subdivision, the same also being on the south R.O.W. of Far West Boulevard as dedicated in Far West Boulevard Street Dedication, a subdivision recorded in Book 78, Page 37 of the Plat Records of Travis County, Texas;

THENCE along the common boundary of said Lot 1 and Lot 3, S 50°56'00" E, 583.00 feet to a point;

THENCE through the interior of said Lot 1, N 27°48'10" E, 367.09 feet to a point being an exterior corner on the northeast boundary of said Lot 1;

THENCE along the said northeast boundary line S 23°32'00" E, 213.38 feet to a point at the most easterly corner of said Lot 1, The Village at Meadow Mountain;

THENCE through the interior of said 280.153 acre tract the following six (6) courses:

- 1) S 43°32'00" E, 175.00 feet to a point;
- 2) S 54°57'21" E, 276.52 feet to a point;
- 3) S 73°53'39" E, 450.00 feet to a point;
- 4) S 51°53'39" E, 425.00 feet to a point;
- 5) N 57°06'21" E, 200.00 feet to a point;
- 6) N 32°01'59" E, 429.67 feet to a point on the south boundary of Lot 3A of Meadow Mountain P.U.D. II-A, a subdivision recorded in Book 81, Page 320 of the Plat Records of Travis County, Texas, said subdivision being a part of said 280.153 acre tract;

THENCE along the south and east boundary of the said Meadow Mountain P.U.D. II-A, the following four (4) courses:

- 1) S 88°46'00" E, 126.56 feet to a point;
- 2) N 66°10'00" E, 210.00 feet to a point;
- 3) N 01°10'00" E, 150.00 feet to a point;
- 4) N 16°50'00" W, 275.00 feet to a point on the north boundary line of Lot 11 of the said Meadow Mountain P.U.D. II-A subdivision, the same being on the south boundary line of Lot 34, Block "I", of Northwest Hills Section 7, a subdivision recorded in Book 26, Page 32 of the Plat Records of Travis County, Texas, the same also being an exterior corner for said 280.153 acre tract;

EXHIBIT "B"

Page 1 of 5 Pages

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THENCE along the south boundary of said Block "I", Northwest Hills Section 7, and the north boundary of said 280.153 acre tract the following four (4) courses:

- 1) N 83°19'24" E, 236.13 feet to a point;
- 2) S 55°04'00" E, 116.87 feet to a point;
- 3) S 36°29'00" E, 241.61 feet to a point;
- 4) N 86°50'00" E, 434.38 feet to a point at the southeast corner of Lot 20 of said Block "I", the same being the southwest corner of Lot 19, Block "I", Northwest Hills Section 6, a subdivision recorded in Book 15, Page 63 of the Plat Records of Travis County, Texas, same also being an exterior corner in the north boundary of said 280.153 acre tract;

3-07-6196

THENCE along the southwest boundary of Northwest Hills Section 6, Block "I", and the northeast boundary of said 280.153 acre tract the following three (3) courses:

- 1) S 36°14'00" E, 294.85 feet to a point;
- 2) S 27°22'00" E, 275.77 feet to a point;
- 3) S 08°38'00" W, 94.92 feet to a point at a fence corner at the common west corners of Lots 12 and 13, Block "I" of said Northwest Hills Section 6, the same being the north corner of a 0.108 acre tract of land conveyed to John W. Pruett as recorded in Volume 5162, Page 2282 of the Deed Records of Travis County, Texas, the same also being an exterior corner in the easterly boundary of said 280.153 acre tract;

THENCE with the board fence along the common boundary of the said Pruett tract and said 280.153 acre tract the following ten (10) courses:

- 1) S 08°41'00" W, 0.50 feet to a point;
- 2) S 46°28'00" W, 48.64 feet to a point;
- 3) S 54°33'00" W, 28.00 feet to a point;
- 4) S 34°15'00" W, 15.78 feet to a point;
- 5) S 17°01'00" W, 8.46 feet to a point;
- 6) S 08°29'00" E, 8.30 feet to a point;
- 7) S 40°14'00" E, 39.86 feet to a point;
- 8) S 48°46'00" E, 14.92 feet to a point;
- 9) S 37°36'00" E, 17.54 feet to a point;
- 10) S 29°51'00" E, 33.34 feet to a point at the south corner of said Pruett tract, in the west line of Lot 8, Simon Addition, a subdivision recorded in Book 72, Page 29 of the Plat Records of Travis County, Texas; said point being on the east boundary of said 280.153 acre tract;

THENCE along the west boundary of said Simon Addition and the east boundary of said 280.153 acre tract the following two (2) courses:

- 1) S 09°52'00" E, 5.70 feet to a point;
- 2) S 09°55'00" E, 89.86 feet to a point at the southwest corner of Lot A of said Simon Addition, the same being the northwest corner of Lot 9-B of Hardy Resubdivision, a subdivision recorded in Book 49, Page 57 of the Plat Records of Travis County, Texas, and the same being an interior corner of the east boundary of said 280.153 acre tract;

THENCE along the west boundary of said Hardy Resubdivision and the east boundary of said 280.153 acre tract the following five (5) courses:

- 1) S 38°32'00" W, 76.82 feet to a point;
- 2) N 55°41'00" W, 24.02 feet to a point;
- 3) S 36°50'00" W, 119.69 feet to a point;
- 4) S 53°13'00" E, 18.99 feet to a point;

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- 5) S 44°48'00" W, pass 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, continuing a total distance of 172.70 feet to a point at the southwest corner of said Lot 6, the same being the northwest corner of Lot 5 of said Block "I", Northwest Hills Section 6, the same also being an exterior corner of said 280.153 acre tract;

3-07-6197

THENCE along the northwest and southwest boundary of said Lot 5 and the southeast boundary of said 280.153 acre tract:

- 1) N 83°50'00" W, 100.05 feet to a point;
- 2) S 14°21'00" W, 98.47 feet to a point at the southwest corner of said Lot 5, the same being the northwest corner of Lot 1, Block "I", Northwest Hills Section 5, a subdivision recorded in Book 14, Page 9 of the Plat Records of Travis County, Texas, the same also being an exterior corner in the southeast boundary of said 280.153 acre tract;

THENCE along the west boundary of said Block "I", Northwest Hills Section 5 and the southeast boundary of said 280.153 acre tract the following three (3) courses:

- 1) S 55°41'00" W, 214.85 feet to a point;
- 2) S 47°51'00" W, 114.91 feet to a point;
- 3) S 41°57'00" W, 111.74 feet to a point at the southwest corner of Lot 4 of said Block "I", Northwest Hills Section 5, the same being the northwest corner of Lot 1, Block "G", Northwest Hills Section 5 Phase 2, a subdivision recorded in Book 17, Page 62 of the Plat Records of Travis County, Texas, the same also being an interior corner in the southeast boundary of said 280.153 acre tract;

THENCE along the west boundary of said Block "G" and the southeast boundary of said 280.153 acre tract the following three (3) courses:

- 1) S 41°58'00" W, 99.95 feet to a point;
- 2) S 41°55'00" W, 199.86 feet to a point;
- 3) S 34°53'00" W, 96.73 feet to a point at the northeast corner of that certain 0.18 acre tract of land conveyed to Nash Phillips, et ux, in Volume 6240, Page 2257 of the Deed Records of Travis County, Texas, the same being an exterior corner of the southeast boundary of said 280.153 acre tract;

THENCE along the common boundary of said Nash Phillips tract and said 280.153 acre tract, N 61°49'00" W, 50.34 feet to a point;

THENCE through the interior of the said 280.153 acre tract the following seventeen (17) courses:

- 1) N 34°53'00" E, 105.68 feet to a point;
- 2) N 41°55'00" E, 202.96 feet to a point;
- 3) N 30°39'41" E, 160.97 feet to a point;
- 4) N 12°40'29" W, 153.33 feet to a point;
- 5) N 52°42'00" E, 607.98 feet to a point;
- 6) N 45°12'00" W, 106.85 feet to a point;
- 7) N 55°00'00" W, 350.00 feet to a point;
- 8) S 57°11'00" W, 420.00 feet to a point;
- 9) N 77°53'39" W, 200.00 feet to a point;
- 10) S 57°06'21" W, 220.00 feet to a point;
- 11) S 05°00'00" E, 355.23 feet to a point;
- 12) S 85°00'00" W, 239.93 feet to a point;
- 13) S 61°00'00" W, 200.00 feet to a point;

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- 14) S 11°34'00" W, 234.96 feet to a point;
- 15) S 33°26'00" E, 355.00 feet to a point;
- 16) S 75°26'00" E, 250.00 feet to a point;
- 17) S 62°26'00" E, 175.00 feet to a point in the west boundary of a 0.30 acre tract of land as conveyed to E. S. Kruger in Volume 3457, Page 1121 of the Deed Records of Travis County, Texas, the same being on the southeast boundary of said 280.153 acre tract;

3-07-6198

THENCE along the common boundary of said Kruger tract and said 280.153 acre tract S 62°26'00" E, 99.96 feet to a point at the southeast corner of said Kruger tract, the same being the common westerly corner of Lot 1 and Lot 2, Block "T" of said Northwest Hills Section 5, Phase 2, a subdivision of record in Book 17, Page 62 of the Plat Records of Travis County, Texas, the same also being on the southeast boundary of said 280.153 acre tract;

THENCE along the southeast boundary of said 280.153 acre tract the following five (5) courses:

- 1) S 27°38'00" W, passing at 99.97 feet the southwest corner of said Lot 2, Block "T", the same being the northwest corner of Lot 3, Block "T" of Northwest Hills Belo Horizonte Section, a subdivision recorded in Book 35, Page 38 of the Plat Records of Travis County, Texas, continuing a total distance of 199.97 feet to a point;
- 2) S 27°30'00" W, 99.90 feet to a point;
- 3) S 27°47'00" W, 99.74 feet to a point;
- 4) S 39°23'00" W, 76.43 feet to a point;
- 5) S 50°51'00" W, 200.04 feet to a point at the southwest corner of Lot 8, Block "T" of said Northwest Hills Belo Horizonte Section, the same being the most northerly corner of Lot 9, Block "T", Northwest Hills Cat Mountain Section, a subdivision recorded in Book 52, Page 57 of the Plat Records of Travis County, Texas, the same also being an exterior corner of the south boundary of said 280.153 acre tract;

THENCE along the north boundary of said Block "T" and the south boundary of said 280.153 acre tract the following six (6) courses:

- 1) N 79°54'00" W, 60.70 feet to a point;
- 2) N 88°21'00" W, 304.73 feet to a point;
- 3) N 83°12'00" W, 87.99 feet to a point;
- 4) N 55°34'00" W, 85.12 feet to a point;
- 5) N 39°45'00" W, 120.09 feet to a point;
- 6) N 40°00'00" W, 185.33 feet to a point being the most northerly corner of said Lot "T", the same also being on the south right-of-way of Mountain Grove Drive;

THENCE through the interior of said 280.153 acre tract the following nine (9) courses:

- 1) Along a curve to the right an arc distance of 79.42 feet, said curve having a radius of 260.97 feet and whose chord bears N 72°30'06" E, a distance of 79.41 feet to a point;
- 2) S 70°05'00" E, 329.32 feet to a point;
- 3) N 50°15'00" E, 120.03 feet to a point;
- 4) N 01°39'00" E, 340.00 feet to a point;
- 5) N 23°23'31" W, 219.28 feet to a point;
- 6) N 78°02'18" W, 205.00 feet to a point;
- 7) S 55°36'42" W, 315.00 feet to a point;
- 8) S 23°54'13" W, 160.00 feet to a point;

9) S 07°20'31" E, 275.00 feet to a point on the north right-of-way of Mountain Grove Drive, the same being the most easterly corner of Block "V" of said Northwest Hills, Cat Mountain Section subdivision, and also being on the south boundary of said 280.153 acre tract;

3-07-6199

THENCE along the common boundary of said Block "V" and said 280.153 acre tract the following two (2) courses:

- 1) N 36°57'00" W, 145.18 feet to a point;
- 2) N 84°40'00" W, 125.00 feet to a point on said common boundary;

THENCE through the interior of said 280.153 acre tract the following sixteen (16) courses:

- 1) N 44°23'26" E, 120.00 feet to a point;
- 2) N 07°20'31" W, 190.49 feet to a point;
- 3) N 45°05'00" E, 525.15 feet to a point;
- 4) N 11°56'14" E, 517.40 feet to a point;
- 5) N 80°30'00" W, 575.00 feet to a point;
- 6) S 16°00'00" W, 473.98 feet to a point;
- 7) N 59°00'00" W, 275.00 feet to a point;
- 8) S 61°00'00" W, 285.00 feet to a point;
- 9) N 29°00'00" W, 380.00 feet to a point;
- 10) N 25°04'00" E, 632.69 feet to a point;
- 11) N 83°56'00" W, 265.15 feet to a point;
- 12) S 06°04'00" W, 385.00 feet to a point;
- 13) S 81°04'00" W, 80.00 feet to a point;
- 14) N 53°56'00" W, 100.00 feet to a point;
- 15) N 06°04'00" E, 375.00 feet to a point;
- 16) N 38°55'57" W, 565.64 feet to a point being on a curve to the right for the south right-of-way of aforesaid Far West Boulevard;

THENCE along said curve to the right of Far West Boulevard and the northwest boundary of said 280.153 acre tract an arc distance of 138.43 feet, said curve having a radius of 621.94 feet and whose chord bears N 60°23'36" E, a distance of 138.15 feet to a point;

THENCE along said right-of-way N 54°01'00" E, a distance of 128.04 feet to the POINT OF BEGINNING and containing 84.657 acres of land, more or less.

I HEREBY CERTIFY that these notes were prepared by Jeryl Hart Engineers, Inc., from records and office computations and are true and correct to the best of my knowledge.

*Henry R. Richardson, Jr.*  
Henry R. Richardson, Jr., RPS #2446, RPE #31460

*12/10/82*  
Date

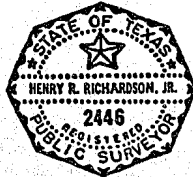


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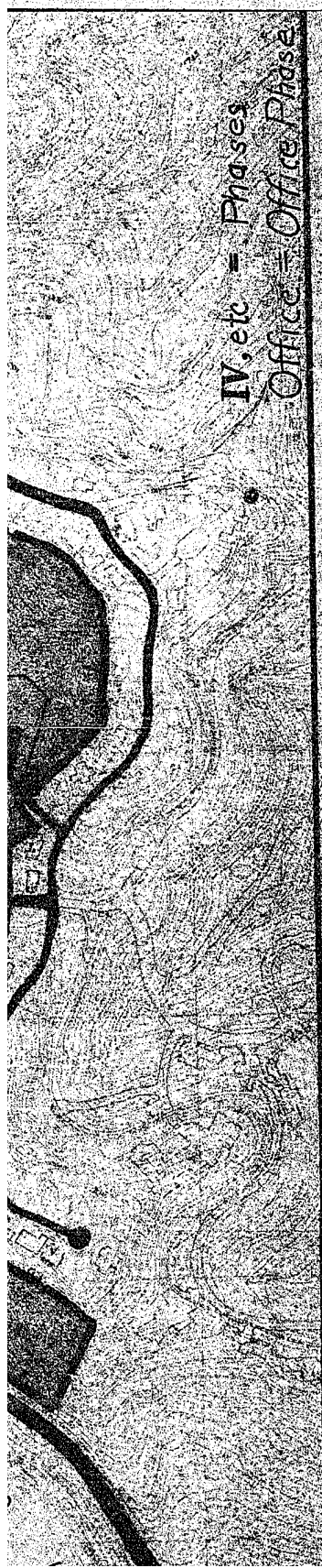
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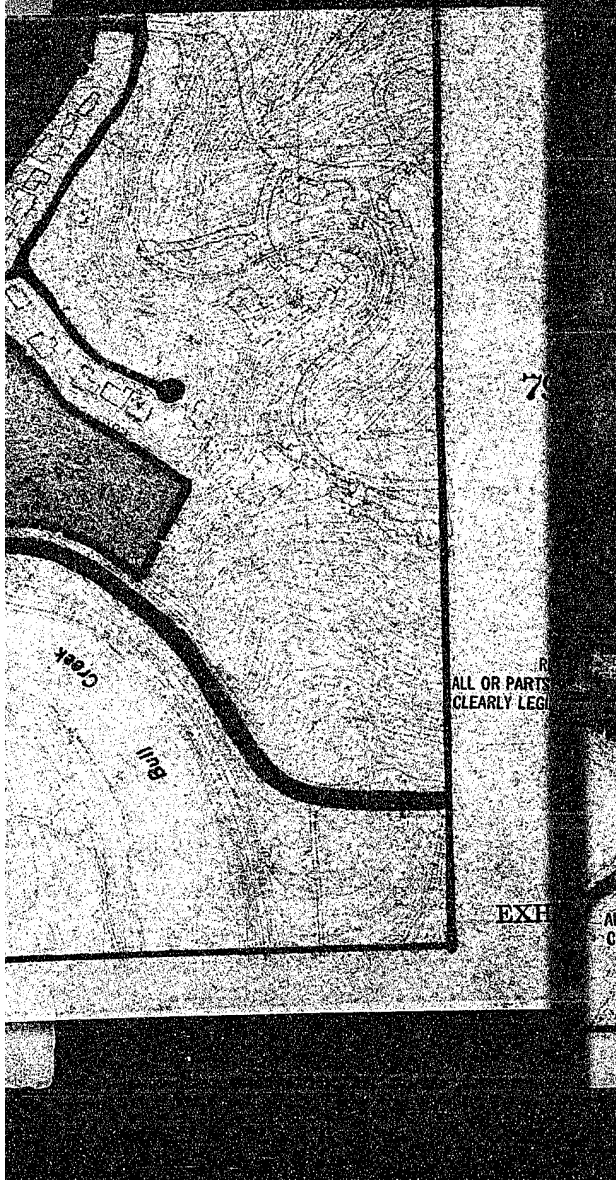
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FILED

JAN 18 11 59 AM '83

*Laris Angeline*  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

STATE OF TEXAS  
I hereby certify that this Instrument was FILED on the  
state 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 stamp hereon by me, on

COUNTY OF TRAVIS

JAN 18 1983



*Laris Angeline*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

EXHIBIT C

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INDEXED

*Handwritten mark*