

29950

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## FOR CYPRESS MILL I, SECTION THREE

THIS DECLARATION is made on the date hereinafter set forth by CENTEX REAL ESTATE CORPORATION, a Nevada corporation hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property in Williamson County, Texas, described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive planned community known as Cypress Mill I, Section Three, on the land described on Exhibit "A" and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW THEREFORE, the Declarant declares that the real property described on attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

## DEFINITIONS

Section 1.1. "Property" shall mean and refer to the real property described on the attached Exhibit "A", and such additions thereto as may be made subject to this Declaration.

Section 1.2. "Lot" shall mean and refer to any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.3. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

Section 1.4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.5. "Declarant" shall mean and refer to Centex Real Estate Corporation, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 1.6. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Cypress Mill I, Section Three, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.7. "Plat" shall mean and refer to the Plat of Cypress Mill I, Section Three, recorded in Cabinet K, Slide 155-157 of the Plat Records of Williamson County, Texas.

Section 1.8. "Builder" shall mean and refer to Centex Real Estate Corporation and any other residential building company acquiring Lots from the Declarant for the purpose of construction and sale of homes.

## ARTICLE II

### ARCHITECTURAL REVIEW

Section 2.1. Architectural Control Committee. A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of three (3) members.

a. The members of the ACC shall be appointed, by the Declarant. The members appointed to the ACC are Phil Warnick, Lowell Stacy and Dennis Ciani.

b. The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.

c. The ACC shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

Section 2.2. Scope of Review. No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article II.

Section 2.3. Submission of Plans. Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Section 2.4. Plan Review. Upon receipt by the ACC of all of the information required by this Article II, it shall have twenty-one (21) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the ACC; and (v) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement [6 months for the construction of a complete house]. In the event that the ACC fails to issue its written approval within twenty-one (21) days of its receipt of the last of the

materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action.

Section 2.5. Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article II to the same extent as if erected without prior approval of the ACC. The ACC or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 2.6. Immunity of ACC Members. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice.

Section 2.7. Address for Notice. Requests for ACC approval or correspondence with the ACC shall be addressed to the Cypress Mill I, Section 3 Architectural Control Committee and mailed or delivered to the principal office of Centex Real Estate Corporation in Travis County, Texas, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

### ARTICLE III

#### EASEMENTS

Section 3.1. Utility Easements. Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Lots for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements.

Section 3.2. Declarant's Easement to Correct Drainage. Declarant hereby reserves for the benefit of Declarant and any Builder a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property.

Section 3.3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon any adjoining Lot caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

Section 3.4. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the ACC shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary

for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the ACC shall not be liable for any damage so created unless such damage is caused by the ACC's willful misconduct or gross negligence.

Section 3.5. Drainage Easements. Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 3.6. Temporary Completion Easement. All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

#### ARTICLE IV

##### USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" conducted with the prior written consent of the ACC provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period or, the use of any Unit by Declarant or any Builder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Builder. The living area of each Unit, exclusive of garages, porches, patios and other areas not designed for human habitation, shall be 1200 square feet or larger measured to the outside of the exterior walls.

#### ARTICLE V

##### PROPERTY RIGHTS

Section 5.1. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 5.2. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the ACC and Declarant, which may be withheld in Declarant's sole discretion.

Declarant may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

Section 5.3. Lot Consolidation. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ACC, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided however, that no such building site shall contain less than seven thousand four hundred twenty-five (7,425) square feet of land for an interior Lot and eight thousand (8,000) square feet of land for a corner Lot and that the Lot resulting from such consolidation shall bear, and each such building site shall meet all lawful requirements of any applicable statute, ordinance or regulation.

## ARTICLE VI

### USE RESTRICTIONS

Section 6.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 6.2. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 6.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

Section 6.4. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except the following:

a. For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. Declarant's Signs. Signs or billboards may be erected by the Declarant or any Builder.

c. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.



**Section 6.5. Campers, Boats and Recreational Vehicles.** No campers, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

**Section 6.6. Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than four (4) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws).

**Section 6.7. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

**Section 6.8. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 6.9. Parking.** No vehicles, trailers, implements or apparatus may be driven or parked on any Lot or on any easement unless in use for maintaining such Lot or easement or properly and temporarily parked within designated vehicular parking areas. Inoperable, abandoned or junk vehicles or equipment may not be parked within the street right-of-way in front of or adjacent to any Lot.

Section 6.10. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices as set forth in Article IV.

Section 6.11. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design, material composition and color scheme. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

Section 6.12. Fences. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front yard, except for fences erected in conjunction with model homes or sales offices. Except as may be necessary to maintain the sight distances required by Section 6.8, side yard fences may be erected along the side setback lines of the Lots. Side yard fences on corner Lots must be erected inside the side street setback line of the Lot. All fences shall be constructed of wood or masonry except for retaining walls installed by Declarant or retaining walls or decorative walls approved by the ACC. All fences shall be six (6) feet in height except sales office or model home fences. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot. Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent lots shall be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence will be maintained by the Owners whose Lots are involved jointly with expenses being shared equally.

Section 6.13. Landscaping. Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Lawns must be properly maintained (not to exceed six (6) inches in height).

Section 6.14. Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ACC.

Section 6.15. Exterior Finish. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material acceptable to the ACC. No unpainted concrete block surfaces shall be visible on any exterior wall. The first floor exterior walls of the main residence building constructed on any Lot shall be composed of at least fifty percent (50%) masonry or masonry veneer, said percentage to apply to the aggregate area of all first floor exterior walls, excluding windows, doors or other openings and gable ends. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the Austin, Texas area as masonry. Notwithstanding the foregoing, the ACC is empowered to waive this restriction if, in its sole

discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 6.16. Chimneys. All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

Section 6.17. Clothes Hanging Devices. Clothes hanging devices exterior to a dwelling shall not exceed six (6) feet in height and shall not be placed nearer to any street abutting the Lot than the side yard setback line or the back of the Unit constructed on the Lot. Clothes hanging devices shall be screened from public view by a fence approved by the ACC.

Section 6.18. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

Section 6.19. Limitation on Square Feet. The minimum square footage area of Units erected on the Lots, exclusive of open porches and/or garages, shall be not less than one thousand two hundred (1,200) square feet.

Section 6.20. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 6.21. Mail Boxes. Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ACC.

Section 6.22. Garages. An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. The openings of such garages must be situated within the setback lines set out in Section 6.24 below. If the garage is detached from the house, it shall be located entirely in the rear yard area and not less than five (5) feet from any side or rear Lot line and in the case of corner Lots, not less than the distance required for dwellings from side streets. Garages may be used as a builder's sales offices prior to permanent occupancy of the main structure, however, sales offices must be converted to garages prior to permanent occupancy. Detached garages may not exceed a height of eighteen feet (18') at the highest ridge point of the roof measured from the existing ground unless prior written approval is obtained from the ACC. With the exception of periods when garages are used by the Builder as sales offices, all garages shall be maintained for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation.

Section 6.23. Roof. No exposed roof surfaces on any principal and/or secondary structures shall be of wood shingles or wood shakes unless rated by the State Insurance Board as meeting fire retardant standards. The ACC shall have the authority to approve roof treatments and materials when in its determination



such treatments and materials, in the form utilized will not be a detriment to the quality of the neighborhood.

**Section 6.24. Setback Lines.** All buildings or other structures (except fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed herein. In no event shall any such building or other structure be constructed, placed or maintained within seven and one-half feet (7 1/2') of the side boundary of a Lot [except for Lots bordering a side street, in which case the side street setback line shall be fifteen feet (15') or within ten feet (10')] of the rear boundary of a Lot. Front setback lines for one story homes are hereby established at twenty-five feet (25'), and for two story homes at twenty-five feet (25'). Detached garages and temporary structures shall be located entirely in the rear yard area and not less than five feet (5') from any side or rear Lot line and in the case of corner Lots, not less than the distance required for dwellings from side streets. The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship.

**Section 6.25. Athletic and Recreational Facilities.** Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of either a permanent or temporary nature shall not be placed on any Lot in the Subdivision between the street right-of-way and the front of a Unit and must be approved by the ACC pursuant to Article II. Tennis court lighting and fencing shall be allowed only with the approval of the ACC.

**Section 6.26. Water and Sewage Systems.** No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

## ARTICLE VII

### COMMITMENT OF ADDITIONAL PROPERTY

**Section 7.1. Commitment by Declarant.** At any time during the initial term of this Declaration, the Declarant may, at its sole option and without the consent of the Owners, submit additional property within the area described in Exhibit "B" attached hereto and incorporated herein by reference to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant.

a. **Statement of Commitment.** Commitment shall be evidenced by a written Statement of Commitment executed by Declarant setting forth the legal description of the property being subjected to the terms of this Declaration.

b. **FHA/VA Approval.** If required, Declarant shall submit a written request for approval of any Commitment under this Section to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") accompanied by a copy of the Statement of Commitment.

**Section 7.2. No Duty to Commit.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant to commit any property to the covenants of this Declaration and no owner of property excluded from this Declaration shall have any right to have such property committed thereto.

## ARTICLE VIII

## GENERAL

Section 8.1. Term and Amendments. 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 each, unless seventy-five percent (75%) of the Owners shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Williamson County, Texas. This Declaration may be amended during the first thirty (30) year period by an instrument signed by seventy-five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Williamson County, Texas. Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision.

Section 8.2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 8.3. Rights and Obligations. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration whether or not mention thereof is made in said deed.

Section 8.4. Miscellaneous Provisions. Any provision of the within Declaration to the contrary notwithstanding, the following provisions shall control:

a. FHA/VA Approval. If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, addition of properties as set forth in Article VII and amendment of this Declaration will require approval of the FHA and the VA as applicable.

b. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 8.5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, this 27th day of July, 1993.

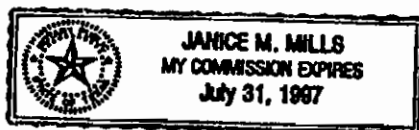
DECLARANT

CENTEX REAL ESTATE CORPORATION

By: *Phil Warnick*  
Phil Warnick  
Division President

STATE OF TEXAS §  
COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me this 27th day of July 1993, by Phil Warnick, Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of said corporation.



*Janice M. Mills*  
Notary Public, State of Texas  
Notary's Name Printed:

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

Centex Real Estate Corporation  
8140 N. Mopac, #150, Bldg. 4  
Austin, Texas 78759

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EXHIBIT "A"

## CYPRESS MILL I, SECTION THREE

According to the Plat recorded in Cabinet K, Slide 155-157  
of the Plat Records of Williamson County, Texas

<u>LOT</u>	<u>BLOCK</u>
1-7	A
12	B
1-9, 30-32	D
1-10, 23-30	E
1-8, 27-35	F
1-18	G

EXHIBIT "B"

FIELD NOTES TO 54.466 ACRES OF LAND OUT OF THE RACHEL SAUL SURVEY NO. 551 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (146.87 ACRE) TRACT OF LAND CONVEYED TO GUARANTY FEDERAL SAVINGS BANK, A FEDERAL SAVINGS BANK, BY SUBSTITUTE TRUSTEE'S DEED RECORDED IN VOLUME 1837 PAGE 640 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found in the south line of that certain (52.005 Ac.) tract conveyed to Milburn by deed recorded in Vol. 1512 Pg. 151 of the Deed Records of Williamson County, Texas, same being at the Northeast corner of that certain (7.60 Acre) tract of land conveyed to Dixie Lee Hatch by deed recorded in Vol. 900 Pg. 423 of the Deed Records of Williamson County, Texas, same being at the Northwest corner of that certain (146.87 Acre) tract described in substitute trustee's deed to Guaranty Federal Savings Bank recorded in Vol. 1837 Pg. 640 of the Deed Records of Williamson County, Texas, for the Northwest corner of the herein described tract;

THENCE along the common dividing line of the said Milburn tract and said (146.87 Ac.) tract, the following two (2) courses:

- (1) N 71 deg. 04' 49" E 780.38 ft. to an iron rod found;
- (2) N 70 deg. 47' 50" E 240.04 ft. to an iron rod found at the Northwest corner of Lot 4, Block "O", Cypress Mill I Sec. 2, a subdivision in Williamson County, Texas, according to the map or plat of said subdivision recorded in Cab. I Slide 330 of the Plat Records of Williamson County, Texas, for the most Northerly Northeast corner of this tract;

THENCE along the west line of said Lot 4, S 19 deg. 14' 28" E 127.44 ft. to an iron rod found at a point of curve to the right, at an angle point in said Lot 4, for an angle point in this tract;

THENCE along said curve to the right, the radius of which is 235.79 ft., the arc is 234.32 ft., and the chord bears S 66 deg. 04' 11" E 224.80 ft. to an iron rod found at a corner of said Lot 4, for a corner of this tract;

THENCE along the south line of said Lot 4, N 70 deg. 21' 11" E 170.12 ft. to an iron rod found at the Northwest corner of Lot 1, Block O of said subdivision, for a corner of this tract;

THENCE continuing along the west lines of Cypress Mill I Sec. 2, the following five (5) courses:

- (1) S 19 deg. 38' 41" E 159.54 ft. to an iron rod found;
- (2) S 69 deg. 52' 33" W 34.43 ft. to an iron rod found;
- (3) S 34 deg. 26' 04" E 168.76 ft. to an iron rod found;
- (4) S 49 deg. 56' 19" E 450.19 ft. to a concrete monument found;



- (5) S 21 deg. 10' 56" W 893.13 ft. to an iron rod found at the southwest corner of Lot 20 Park Tract, Cypress Mill I Sec. 2, and being in the north line of that certain (2.99 Acre) tract of land conveyed to Travis Hatch by deed recorded in Vol. 498 Pg. 694 of the Deed Records of Williamson County, Texas, same being in a south line of the said (146.87 Ac.) tract, for an angle point in this tract;

THENCE along the north line of the said Hatch (2.99 Acre) tract and a south line of the said (146.87 Ac.) tract, S 70 deg. 03' 08" W 221.87 ft. to an iron rod found at the Northwest corner of the said (2.99 Acre) tract, same being at the Northeast corner of that certain (1.13 Acre) tract of land conveyed to Travis Hatch by deed recorded in Vol. 862 Pg. 384 of the deed records of Williamson County, Texas, for an angle point in this tract;

THENCE along the common dividing lines of the said Hatch (1.13 Acre) tract and the said (146.87 Ac.) tract, the following two (2) courses:

- (1) S 69 deg. 58' 07" W 100.10 ft. to an iron rod found;
- (2) S 19 deg. 42' 36" E 491.92 ft. to an iron rod found at the Southwest corner of the said (1.13 acre) tract, and being in the north line of that certain (20.56 Acre) tract of land conveyed to Delta-Walker Joint Venture by deed recorded in Vol. 1065 Pg. 533 of the Deed Records of Williamson County, Texas, same being at a corner of the said (146.87 Ac.) tract, for the most Southerly Southeast corner of this tract;

THENCE along the common dividing line of the said Delta-Walker tract and the said (146.87 Ac.) tract, S 69 deg. 54' 12" W 525.11 ft. to an iron rod found at the Southeast corner of that certain (1.00 Acre) tract of land conveyed to Marvin Hatch by deed recorded in Vol. 749 Pg. 524 of the Deed Records of Williamson County, Texas, same being at the most Westerly Southwest corner of the said (146.87 Ac.) tract, for the Southwest corner of this tract;

THENCE along the west line of the said (146.87 Ac.) tract, N 20 deg. 18' 57" W at 181.38 ft. pass the Northeast corner of the said Marvin Hatch tract, and continuing along the same course at 444.65 ft. pass an iron rod found at the Northeast corner of that certain (1.00 Acre) tract of land conveyed to Travis Hatch by deed recorded in Vol. 900 Pg. 415 of the Deed Records of Williamson County, Texas, and continuing along the same course for a total distance of 1101.33 ft. to an iron rod found at the Northeast corner of that certain (1.66 Acre) tract of land conveyed to T.J. Daugherty by deed recorded in Vol. 1461 Pg. 796 of the Deed Records of Williamson County, Texas, same being at a corner of the said (146.87 Ac.) tract, for a corner of this tract;

STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this instrument was FILED EXHIBIT "B" Page 2 of 2  
on the date and at the time stamped hereon  
by me, and was duly RECORDED in the Volume  
and Page of the named RECORDS of Williamson  
County, Texas, as stamped hereon by me, on



JUL 28 1993

CLARENCE BYRD  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

CLARENCE BYRD  
COUNTY CLERK

1993 JUL 28 PM 4:14

FILED FOR RECORD  
WILLIAMSON COUNTY, TEXAS