VOL. 2721 PAGE 0494

~~VOL. 2486 PAGE 0009~~

STATE OF TEXAS *

COUNTY OF WILLIAMSON * ~~12394~~ DOC# 9519153

CITY OF ROUND ROCK *

I, JOANNE LAND, Assistant City Manager/City Secretary of the City of Round Rock, Texas do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed and adopted by the City Council of the City of Round Rock, Texas, at at a meeting held on the 10th day of February 19 94, which is recorded in the minutes of the City of Round Rock in book 31.

WITNESSED by my hand and seal of the City of Round Rock, Texas on this 11th day of March, 19 94.

Joanne Land
JOANNE LAND
Assistant City Manager/
City Secretary

Document being rerecorded to include new exhibit D.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

PUD No. 11 (Forest Ridge)
160.00 Acres

ORDINANCE NO. Z-94-02-10-8F

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 11.305(2), CODE OF ORDINANCES, 1990 EDITION, CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ZONE 160.00 ACRES OF LAND OUT OF THE JOSEPH MARSHALL SURVEY, ABSTRACT 409, ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS DISTRICT PUD (PLANNED UNIT DEVELOPMENT) DISTRICT NO. 11.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to zone the property described in Exhibit "A" attached hereto and incorporated herein as District PUD (Planned Unit Development) No. 11, and

WHEREAS, the City Council has submitted the amendment of the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 18th day of November, 1993, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the above described property be zoned as District PUD (Planned Unit Development) No. 11 and,

WHEREAS, on the 13th day of January, 1994, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code and Chapter 11, Code of Ordinances (1990 Edition) City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the City Council has hereby determined the PUD (Planned Unit Development) District No. 11 meets the following goals and objectives:

(1) The development in PUD No. 11 is equal to or superior to development that would occur under the standard ordinance requirements.

(2) PUD No. 11 is in harmony with the general purposes, goals, objectives and standards of the General Plan.

(3) PUD No. 11 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

(4) PUD No. 11 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.

(5) PUD No. 11 will be developed and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 11.305 (2), Code of Ordinances, 1990 Edition, City of Round Rock, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" attached hereto and incorporated herein shall be, and is hereafter designated as District PUD (Planned Unit

Development) No. 11, and that the Mayor is hereby authorized and directed to enter into the PUD (Planned Unit Development) agreement attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Alternative 1.

READ, PASSED, and ADOPTED on first reading this 10th day of February, 1994.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 1994.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 1994.

CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:

JOANNE LAND, City Secretary

DEVELOPMENT PLAN FOR PUD No. 11

This Development Plan for PUD No. 11 ("Plan") is made this 10th day of February, 1994, between the City of Round Rock, Texas, having its offices at 221 East Main Street, Round Rock, Texas (hereinafter called the "City"), and Forest Ridge Investments, Ltd., a Limited Partnership, having its offices at 9390 Research Blvd., Suite 330, Austin, Texas, 78759 (hereinafter called the "Developer").

WHEREAS Developer has requested a Planned Unit Development (PUD) from the City for the development of 160 acres of land located within the corporate limits of the City of Round Rock and more fully described as follows:

> A 160 acre tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part of hereof (hereinafter referred to as the "Property"); and

WHEREAS the Developer, in accordance with Chapter 11, Section 11.316, Code of Ordinances (1990 Edition), City of Round Rock, Texas is required to submit a Development Plan to the City containing certain terms and conditions for the use and development of the Property; and

WHEREAS the City Council has reviewed the proposed Development and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of said §11.316.

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that in consideration of the premises, the conditions, and covenants hereinafter set forth, the City and the Developer covenant and agree as follows:

1. LIENHOLDER CONSENT: Developer is the sole holder of fee simple title to the Property and that it has obtained the written consent to zone the Property as a PUD from all lien holders, legal or equitable, of the Property. Said written consent is attached as Exhibit "B", and hereby made a part of this Plan.

2. DEVELOPMENT AND USES: The Property shall be developed for the following purposes only: two categories of single family lots; Large Lot with a minimum lot size of 18,000 square feet and Small Lot with a minimum lot size of 8,000 square feet. The exact location of the boundary separating the large lots and small lots shall be set forth on the Preliminary Plat. A 150' wide "Boundary Zone" is reserved for

flexibility in determining final lot layout, as generally shown on the Concept Plan attached hereto as Exhibit "C". The Concept Plan is hereby incorporated into and made a part of this Plan and shall also be considered as having satisfied the subdivision ordinance Concept Plan requirement of the subdivision ordinance.

3. GENERAL COMPLIANCE: The Developer shall comply with all of the requirements and restrictions contained in this Plan, and in Exhibit "C". Unless specifically waived by this Plan or §11.316 Round Rock City Code, the Developer shall comply with all applicable ordinances of the City of Round Rock.

4. CHANGES TO THE DEVELOPMENT PLAN: After this Plan has been accepted and approved by the City Council, any substantial alterations shall be re-submitted for consideration by the City Council following the same procedure required in the original adoption of this Plan. Any minor alterations to the Plan which do not substantially change the concept of the PUD may be approved by the Director of Planning.

5. LAND USE AND BUILDING TYPES: No building shall be erected, altered or permitted on any lot for a use other than a single family residence or an amenities center as approved by Director of Planning. Ancillary buildings and structures such as garages and swimming pools are also permitted. Refer to Exhibit "D" for specific covenants, conditions and restrictions.

6. TEMPORARY STRUCTURES OR EMPLACEMENTS: No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicles without a current license tag, or any tent, shack, barn or other outbuilding shall be erected, placed, driven onto, altered or permitted to remain on any lot at any time, either temporarily or permanently. No unenclosed outdoor storage shall be permitted. This prohibition shall not apply to vehicles, equipment or temporary structures utilized by the Developer, or his successors or assigns, or contractors or subcontractors when engaged in construction or repair work, or such work as may reasonably be necessary for the completion of the subdivision and the disposition of lots by sale, lease or otherwise.

7. ELECTRICAL EQUIPMENT AND UTILITIES: All electrical distribution, telephone or television cable lines shall be underground. All exterior antennas shall be prohibited.

8. PARK LAND/GREENBELTS: A greenbelt shall be provide along the neighborhood collector which will run from Double Creek Drive to the north through the Property as depicted on Exhibit "C". The Greenbelt will be twenty feet (20') wide and adjacent to the public right-of-way required for a neighborhood collector. The greenbelt will include a meandering sidewalk, forty inches (40") wide. Refer to Exhibit "C ".

The Developer agrees to be responsible for the installation of landscape improvements and sprinkler systems in the areas designated as greenbelt lots or landscape lots as shown on Exhibit "C". All landscaping and irrigation installed by the Developer shall be substantially complete before the subdivision improvements are accepted by the City.

The land area which makes up the greenbelt will be included in satisfying the parkland dedication requirement. The remaining parkland dedication requirement will be satisfied by a cash contribution equal to $150.00 per dwelling unit. This amount shall be placed in an interest bearing account and returned to the Developer upon dedication to the City of the 31 acres known as "Pecan Bottom" 100 year flood plain area (see Exhibit "E") located on the north boundary of the Freeman Tract. If the above described 31 acres is not dedicated to and accepted by the City within three (3) years from the effective date of this Plan, the City shall be entitled to keep all cash contributions.

The Developer reserves the right to provide and construct an amenities center such as a swimming pool, tennis courts, playscapes or other uses typical to similar developments. The amenity center shall be subject to approval of the Director of Planning and the Development Review Board.

The Developer shall be responsible for the maintenance of improvements and landscaping on all greenbelt lots shown on Exhibit "C". Maintenance requirements include: (a) prompt removal of all litter, trash and waste; (b) lawn mowing, tree and plant trimming; (c) watering of landscaped areas; (d) maintaining detention ponds, and associated drainage facilities; and (e) keeping the entry sign, walks, and fencing in good repair. This responsibility may be assigned to a legally responsible Homeowners Association, upon written consent of the City.

9. SETBACKS/BUFFERING: Minimum setbacks shall be as follows: (Refer to Exhibit "C.1")

or as defined under special requirements.

A. Small lots: 25' front

5' side

10' side along a side street

10' rear

Special Requirements (Refer to Exhibit C.2) - Lots which abut the southern boundary of the Taylor Property as described in Volume 1150, Page 45 of the Williamson County Deed Records, and Lots 11 and 12, Highland Terrace shall meet the following requirements: (1) contain a minimum of 10,000 SF and restricted to one story dwellings; (2) rectangular lots shall be a minimum of 70' wide and 165' deep; (3) cul-de-sac lots shall be a minimum of 120' deep; (4) rear setbacks shall be 90' for 165' deep lots and 50' for cul-de-sac lots; (5) secondary or auxiliary buildings, swimming pools, or decks shall be restricted to a 20' rear setback with a maximum height of 12'. In addition, the boundary fencing at the southeast corner shall be angled across the corner to allow for the landscaping features along County Road No. 122 to "wrap" around the corner to make a smooth transition. At the end of the landscaping features and for a distance of approximately 250', 5 gallon Red-tipped Photina shrubs will be planted at 6' on center.

B. Large Lots: 35' front

10' side

10' side along a side street

20' rear

Special Requirements - Lots which abut residences along the eastern boundary of the Property as depicted in Exhibit "C" shall be restricted to a 50' rear setback. Secondary or auxiliary buildings, swimming pools, or decks shall be restricted to a 20' rear setback with a maximum height of 12'.

10. TEXAS NATURAL RESOURCES CONSERVATION COMMISSION: According to State of Texas requirement, construction plans are required to be submitted and reviewed by the Texas Natural Resources Conservation Commission (TNRCC). Utility designs shall be approved for the Property by the TNRCC prior to construction.

11. FENCES: Fencing shall be required along the Property boundary which abuts existing developed property. Required fencing shall be constructed of masonry, weather resistant wood, metal, or a combination of these materials. Chain link fences are prohibited. Fences shall be laid out to provide a meandering or staggered appearance. Final design of the fencing system is subject to the approval of the Director of Planning. The Developer and/or Home Owners Association will maintain all required fencing along the Property boundary, Double Creek Drive, and neighborhood collector.

Developer reserves the right to construct fencing along County Road No. 122, Double Creek Drive and Forest Ridge Drive, provided said fencing meets the design requirements as stated herein and is approved by the Director of Planning. Fencing along Double Creek Drive and Forest Ridge Drive shall not extend beyond the front building line of homes which have a side facing either of these two streets. Fences abutting a street right-of-way shall have the finished side facing the right-of-way.

12. ON SITE DETENTION: This Property has been included in a regional detention system. Storm water shall be conveyed as practically and directly as possible to Brushy Creek. The Developer shall secure necessary easements from adjacent land owners for the purpose of conveying safely the 100-year developed flows. Storm water shall be released in such a manner so as to not disrupt or adversely affect or significantly alter the natural characteristics of the existing stream bed of Brushy Creek. There is no requirement for on-site detention.

13. WATER AND WASTEWATER: Developer agrees to design and construct off-site approach mains to serve the Property as depicted in Exhibit "E". Water and wastewater utility construction shall be in conformance with City of Round Rock Standards and Specifications. Developer agrees to convey, fee simple, to the City of Round Rock a strip of land 15' wide for each utility main constructed across land which has not been dedicated as a public right-of-way or owned by the City of Round Rock. The City agrees to accept said water and wastewater utilities for maintenance and repair upon completion and acceptance of said utilities by the Round Rock City Council.

14. ACCESS TO MAJOR STREETS: Access from any lot to Double Creek Drive on any street classified as a neighborhood collector shall be prohibited.

15. ENTRY SIGN: One entry sign and associated landscaping as approved by the Director of Planning is hereby authorized to be located within the median in the entrance road. This entry sign shall (1) be a monument type sign constructed of stone or brick or other maintenance free material; (2) not exceed 100 square feet of sign area; (3) be positioned in such a manner as not to constitute a traffic hazard; and (4) be limited to a message primarily identifying the respective subdivision. The Developer and/or the Home Owners Association shall be responsible for maintaining the entry sign and associated landscaping.

16. U.S. POSTAL SERVICE REQUIREMENTS The location and design of the postal boxes shall be shown on the preliminary and final plats. Postal boxes shall be in conformance with U.S. Postal Service requirements. The Developer and/or Home Owners Association shall be responsible for maintenance of areas within easements which are dedicated for postal box use.

17. REPRESENTATION: City has made no representations, covenants, warranties, guarantees, promises or agreements with the Developer other than those in this Plan.

18. RECORDATION: This Plan shall be construed as running with the land and shall be recorded in the Official Deed Records of Williamson County.

19. INTERPRETATION: Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate of politic where the context so requires.

20. AMENDMENT: The terms of this Plan may be altered only in accordance with Section 4 of this Plan.

21. INCORPORATION: Exhibits A, B, C, C.1, C.2, D, and E referred to are hereby incorporated into and made a part of this Plan.

22. LEGAL AND REGISTRATION FEES: The Developer agrees to pay all of the legal and recording costs incurred by the City in preparation and recording of this Plan.

23. BINDING: This Plan shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the said parties to the Plan have hereunto set their hands and seals this 10th day of February, 1994.

DEVELOPER
Forest Ridge Investments, Ltd.

By: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Charles Culpepper, Mayor

STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this 10th day of February, 1994 by Russell Parker, on behalf of Forest Ridge Investments, Ltd., a Limited Partnership.

JULIE CLICK
Notary Public, State of Texas
My Commission Expires 9-26-94

Julie Click
Notary Public, State of Texas

Printed Name: JULIE CLICK

My commission expires: 9-26-94

STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this 10th day of February, 1994 by Charles Culpepper, Mayor of the City of Round Rock.

CHRISTINE R. MARTINEZ
Notary Public, State of Texas
My Commission Expires 08-05-97

Christine R. Martinez
Notary Public, State of Texas

Printed Name: CHRISTINE R. MARTINEZ

My commission expires: 8-5-97

 EXHIBIT "A"

CRICHTON & ASSOCIATES

LAND SURVEYORS
107 NORTH LAMPASAS
ROUND ROCK, TEXAS 78664
512-244-3395

FIELD NOTES

FIELD NOTES FOR 160 ACRES OUT OF THE JOSEPH MARSHALL SURVEY, ABSTRACT 409 IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 76 ACRE TRACT CONVEYED TO M. H. FREEMAN IN VOL. 343 PG 229 AND A PORTION OF A 240 ACRE TRACT CONVEYED TO M. H. FREEMAN IN VOL. 343 PG. 230 BOTH OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point on the West R.O.W. of County Road 122 at the Northeast corner of said 76 acre tract also being the Southeast corner of a 1.507 acre tract recorded in Vol. 772 Pg. 437 of the Williamson County, Texas Deed Records for the most Easterly Northeast corner of this tract and the **POINT OF BEGINNING.**

THENCE S 00° 06' 00" E with the West R.O.W. of County Road 122, 2302.89 feet to a point being the Northeast corner of Lot 12 of Highland Terrace (an unrecorded subdivision) for the Southeast corner of this tract.

THENCE N 89° 59' 51 W with the North line of said Lot 12 and Lot 11, 873.48 feet to the Northwest corner of Lot 11 also being on the East line of a 207.43 acre tract recorded in Vol. 465 Pg. 308 of the Williamson County, Texas Deed Records for the Southwest corner of this tract.

THENCE with the East line of said 207.43 acre tract the following three (3) courses:

1) N 00° 15' 20" W, 761.37 feet to a point being the Southeast corner of said 240 acre tract.

2) N 38° 08' 49" W, 3946.41 feet to a point.

3) N 00° 48' 49" W, 784.42 feet to a point for the Northwest corner of this tract.

THENCE through the interior of said 240 acre tract the following two (2) courses:

1) S 76° 32' 03" E, 1144.66 feet to a point.

2) S 76° 11' 20 E, 1365.66 feet to a point being the West common corner of Red Bud Acres, a subdivision recorded in Cab. C Slide 70 of the Williamson County, Texas Plat Records and a 2.0 acre tract recorded in Vol. 661 Pg. 349 of the Williamson County, Texas Deed Records on the East line of said 240 acre tract for the most Northerly Northeast corner of this tract.

THENCE with the East line of this tract the following three (3) courses:

1) S 00° 08' 23" W with the West line of said 2.0 acre tract and a 2.25 acre tract recorded in Vol. 777 Pg. 542 of the Williamson County, Texas Deed Records, 752.75 feet to a point being the West common corner of a 2.41 acre tract recorded in Vol. 724 Pg. 370 and a 5 acre tract recorded in Vol. 539 Pg. 20 both of the Williamson County, Texas Deed Records.

2) S 00° 04' 04" E with the West line of said 5 acre tract, a 4.107 acre tract recorded in Vol. 533 Pg. 339 and a 5 acre tract recorded in Vol. 534 Pg. 68 both of the Williamson County, Texas Deed Records, 1002.84 feet to the Southwest corner of a 0.399 acre tract recorded in Vol. 1150 Pg. 45 of the Williamson County, Texas Deed Records.

3) S 89° 53' 17" with the South line of said 0.399 acre tract and said 1.507 acre tract, 882.90 feet to the **POINT OF BEGINNING** and containing 160.0000 acres more or less.

I hereby certify that the foregoing field notes were prepared from record information and are true and correct to the best of my knowledge and belief.

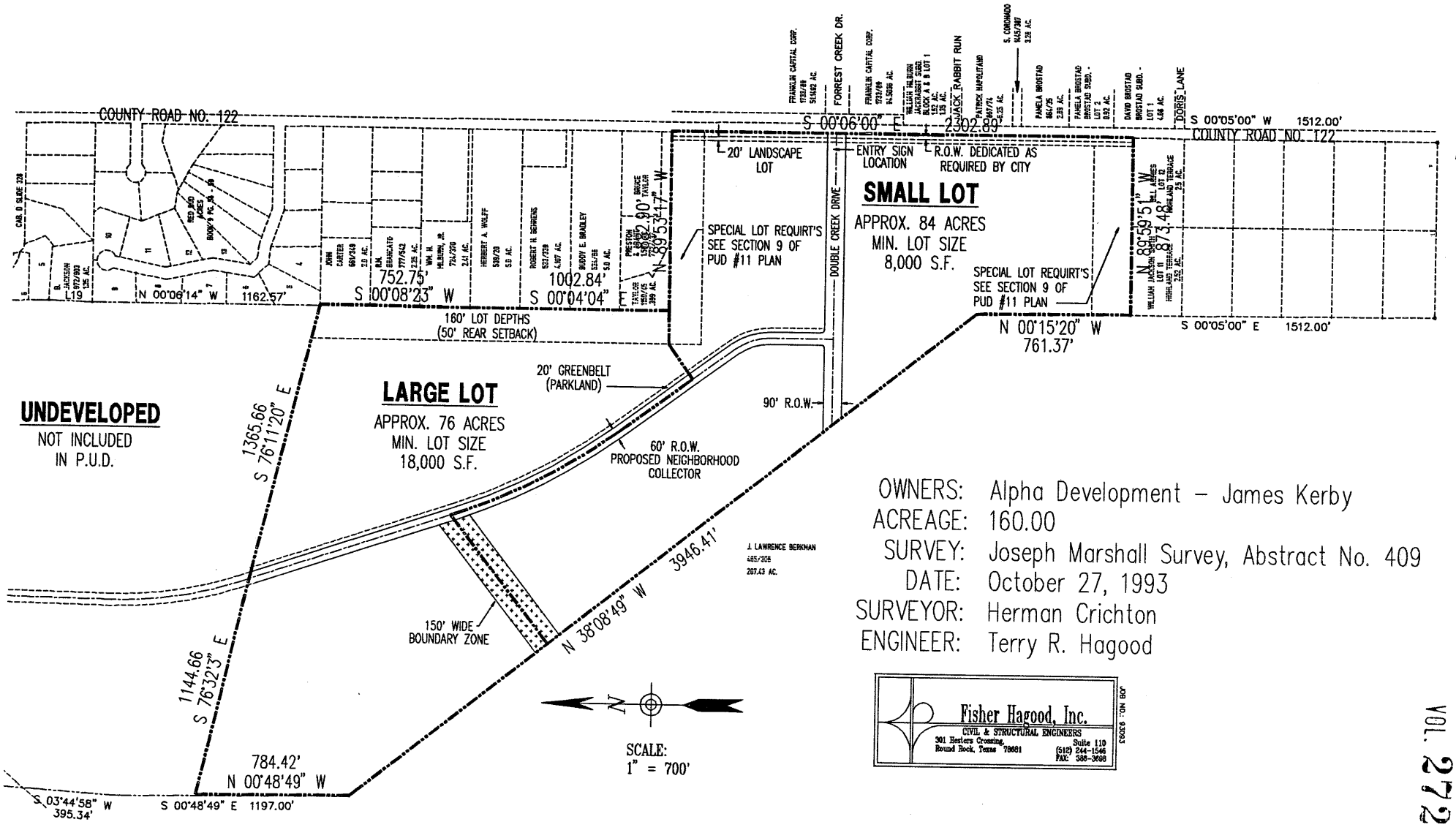
Witness my hand and seal this the 4th day of November, 1993.

Herman Crichton, R.P.L.S. 4046

STATE OF TEXAS
REGISTERED
HERMAN CRICHTON
4046
PROFESSIONAL
LAND SURVEYOR

Exhibit B:

There are no Lien Holders of Record!



OWNERS: Alpha Development – James Kerby
ACREAGE: 160.00
SURVEY: Joseph Marshall Survey, Abstract No. 409
DATE: October 27, 1993
SURVEYOR: Herman Crichton
ENGINEER: Terry R. Hagood

Fisher Hagood, Inc.
CIVIL & STRUCTURAL ENGINEERS
301 Hesters Crossing, Suite 110
Round Rock, Texas 78681
(512) 244-1546
FAX: 388-3698
JOB NO.: 93063

FOREST RIDGE

CONCEPT PLAN FOR 160 ACRES OUT OF THE FREEMAN TRACT
JOSEPH MARSHALL SURVEY, ABSTRACT 409

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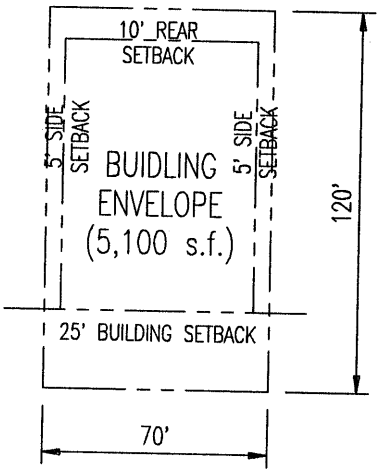
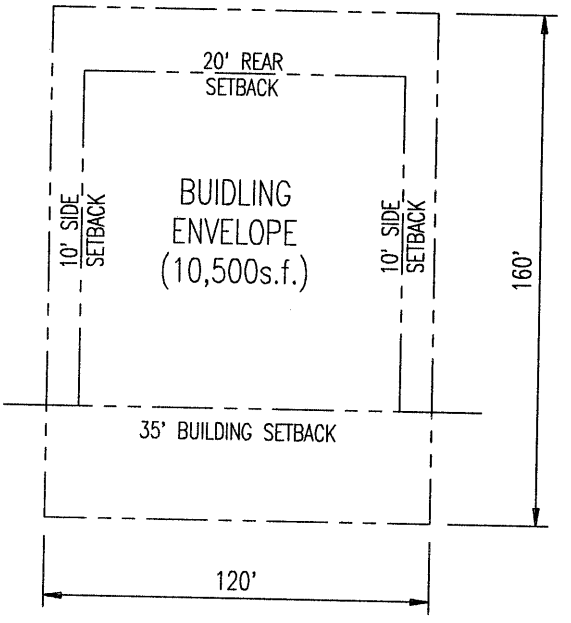
EXHIBIT C



SMALL LOT

(8,000 S.F.MIN)



LARGE LOT

(18,000 S.F. MIN)

Fisher Hagood, Inc.
CIVIL & STRUCTURAL ENGINEERS
301 Hesters Crossing, Suite 110
Round Rock, Texas 78681 (512) 244-1546

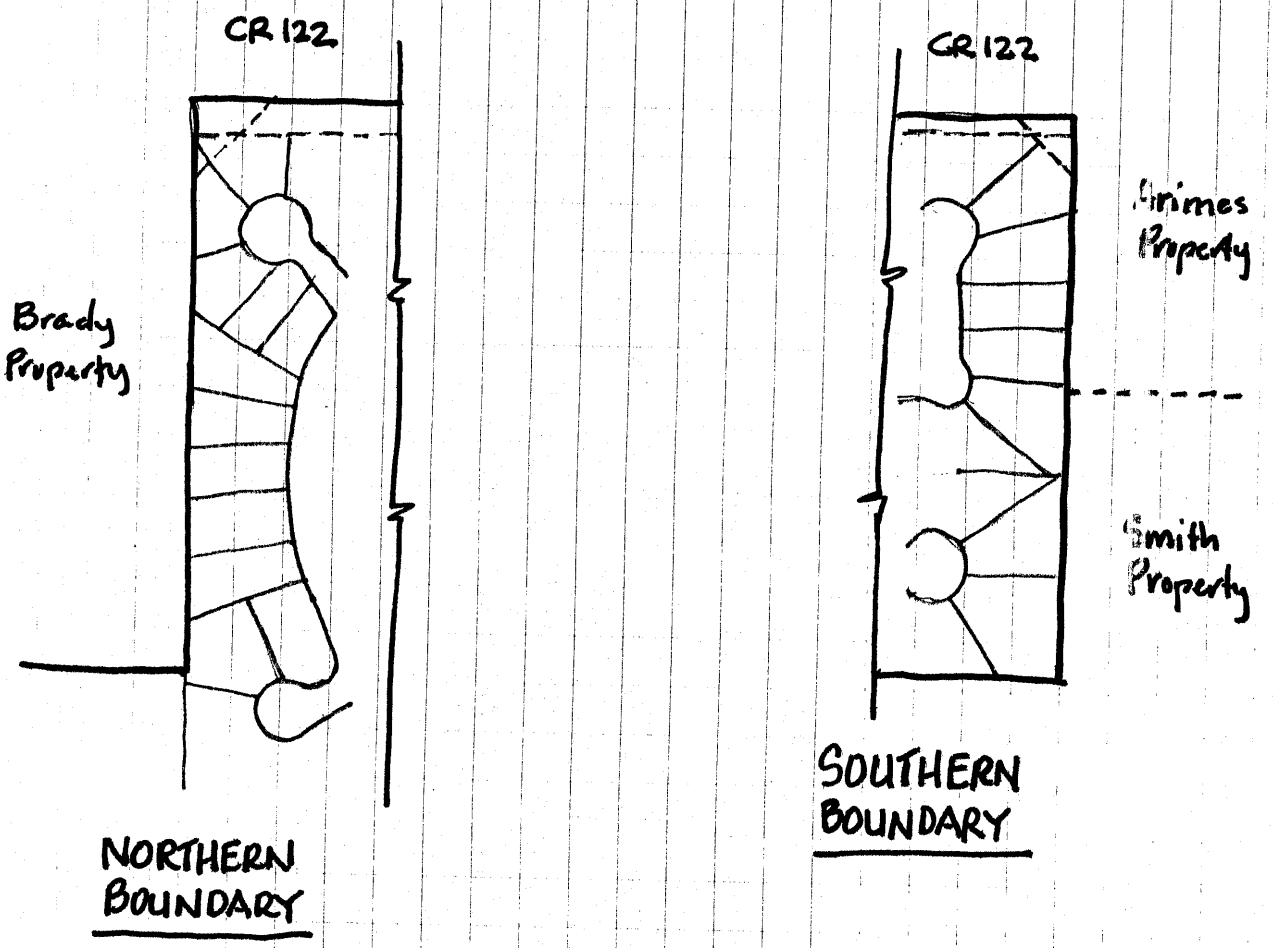
PROJECT: FOREST RIDGE
EXHIBIT C.1

JOB NO: 93093
SHT NO: C.1
DATE: 1-24-1994
BY: TRHAGOOD

Fisher, Hagood & Hejl, Inc.
CIVIL & STRUCTURAL ENGINEERS
301 Hesters Crossing, Suite 110
Round Rock, Texas 78681 (512) 244-1546

SHEET NO. _____ OF _____
JOB NO. _____
BY _____ CHK BY _____
PRINC. IN CHARGE _____
DATE _____ REV. _____

PROJECT Forest Ridge - Exhibit C.2



PRELIMINARY
Lot Layout

BJa

 EXHIBIT "D"

FIRST AMENDED AND RESTATED
FOREST RIDGE
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS ⅃
⅃ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF WILLIAMSON ⅃

WHEREAS, Forest Ridge Investments, Ltd., a Texas limited partnership, hereinafter called the Declarant, is the owner of certain real property described as Forest Ridge, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Volume 2453, Pages 431, Plat Records of Williamson County, Texas (the "Property"), and Declarant proposes to develop and subdivide the Property for residential purposes; and

WHEREAS, the Declarant desires to hold and from time to time convey the Property, or any portion thereof, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property;

WHEREAS, Forest Ridge Master Declaration of Covenants, Conditions and Restrictions was recorded along with the Final Plat of Forest Ridge P.U.D. No. 11, in Volume 2486, Page 0029; and,

WHEREAS, the Forest Ridge Master Declaration of Covenants, Conditions and Restrictions was not complete in all respects and contained certain typographical errors and omissions; and,

WHEREAS, Declarant, pursuant to the provisions of 10.3 of the Forest Ridge Master Declaration of Covenants, Conditions and Restrictions desires to amend and restate the Forest Ridge Master Declaration of Covenants, Conditions and Restrictions as set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared the Forest Ridge Master Declaration of Covenants, Conditions and Restrictions are hereby amended in their entirety and replaced and restated. It is hereby declared as follows: (i) that all of the Property shall be held, sold, conveyed

clients\131901\2master.dec

and occupied 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 Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I
DEFINITIONS

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

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

1.2 Articles. "Articles" shall mean the Articles of Incorporation of Forest Ridge Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

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

1.4 Association. "Association" or "Master Association" shall mean and refer to Forest Ridge Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

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

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

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

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

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

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

1.12 Design Guidelines. "Design Guidelines" shall mean those certain Development and Design Guidelines for Forest Ridge Phase I, Section I and Forest Ridge Phase II as set forth in Article V of these restrictions, as the same may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

1.24 Property. "Property" shall mean that real property which is subject to the terms of this Declaration as designated in the attached Exhibit "A".

1.25 Subassociation. "Subassociation" shall mean any non-profit Texas corporation or unincorporated association organized and established by Declarant or

with Declarant's approval, pursuant to or in connection with a Supplemental Declaration.

1.26 Subdivision. "Subdivision" shall mean the Forest Ridge Subdivision, Phase I Section I or Forest Ridge Subdivision Phase II, and shall refer to property within the area described in Exhibit "A" which has been subdivided and shown on a map or plat of record in the Plat Records of Williamson County, Texas.

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

ARTICLE II
ADDITIONS TO THE PROPERTY

2.1 Staged Subdivision. The Declarant, its successors and assigns, shall have the right at any time prior to February 10, 2004 , to bring within the scheme of this Declaration additional properties in future stages of the development, so long as such properties are within the area described on Exhibit "A" attached hereto (including without limitations, subsequent sections of the Forest Ridge Subdivision (the "Subdivision")) without the consent or approval of Owners of any Lots (other than Declarant). Furthermore, additional properties may be annexed into the Property at any time with the consent of two-thirds (2/3rds) of each class of members of the Association. As additional properties are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration herein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties. Upon recordation of such additional plats or maps and the filing of a Supplemental Declaration containing restrictive covenants pursuant thereto, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of the Property in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated

association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

ARTICLE III
GENERAL RESTRICTIONS

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

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

3.2 Subdividing. No lot shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Review Committee.

3.3 General Signage Standards. All signs visible from the roadway (both temporary and permanent) shall be constructed for low maintenance and shall be approved in advance by the Architectural Review Committee and the City of Round Rock. In the event a sign is not properly maintained, the Architectural Review Committee and the City of Round Rock may give the sign owner written notice thereof. Required repairs must be made within five (5) business days of notification or the Architectural Review Committee and City of Round Rock shall have the right, but not the obligation, to have repairs made and charged to the sign owner. Prohibited signs include bench signs; billboards; banner signs; signs with flashing or blinking lights or mechanical movement; dayglo colors; signs which make or create noise; animated moving signs; exposed neon, fluorescent or incandescent illumination;

painted wall signs; pennants; trailer signs; signs with beacons; and any sign the obstructs the view in any direction of an intersection.

3.4 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

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

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

3.7 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

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

3.9 Roofing Materials. Roofing materials used on residential structures must be (i) composition rated at least 240 pounds per square, or (ii) any materials approved in writing by the Architectural Review Committee, provided that the Architecture Review Committee will only approve roofing materials which are of high grade and

quality and which are consistent with the exterior design, color and appearance of other improvements within the Property and conform with the appropriate Design Guideline applicable to said lot as hereinafter stated.

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

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

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

3.13 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3.14 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas or

other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

3.15 Unsightly Articles; Vehicles. No articles deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house all vehicles to be kept on the Lot. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. Overnight parking of automobiles, trucks or commercial vehicles or storage of trucks or commercial vehicles in excess of three-quarter ton rated capacity on any portion of the land in front of or adjacent to and visible from the Property, except in enclosed buildings, is prohibited. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced, repaired or stored on the land, except in an enclosed building. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures of appropriately screened from view from public or private thoroughfares and adjacent properties.

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

3.17 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty (30) days of written notification by the Homeowner's Association. It shall be a violation of

the Restrictive Covenants to maintain fences in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base (2) missing, loose, or damaged stone or wood rails in the fence and (3) symbols, writings, and other graffiti on the fence.

3.18 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.19 Landscaping. All landscape improvements visible from a street are subject to review by the Architectural Review Committee prior to installation. Grass seeding, sprigging or hydromulching shall be prohibited in areas visible from the street. Grassed areas shall be established by sod installed for immediate and full coverage in areas visible from the street or areas up to front corners of each residence.

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

3.21 Improvements. No improvements shall be placed or installed as to be visible from the street or from another residence without prior approval of the location and the Plans and Specifications of the Architectural Review Committee.

3.22 Swimming Pools, Tennis Courts and Sport Courts. The location and Plans and Specifications for any swimming pool, tennis court or sport court, and its screening or fencing, shall be subject to the approval and requirements of the

Architectural Review Committee. Above ground swimming pools shall not be allowed. The materials, design and construction of all pools and courts shall meet standards generally accepted by the industry, shall comply with regulations of all applicable governmental entities, and shall meet all fence and setback criteria established by this Declaration and other applicable governmental requirements.

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

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

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

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

3.27 Setback Requirements. No residential structure or any such improvement shall be located on any lot nearer to the front, rear, side or street side or corner lot building line shown on the plat or nearer to the property lines than the minimum building setback lines as promulgated and set forth by the City of Round Rock, Williamson County, Texas or as set out below.

Front Yard - 25 feet
Rear Yard - 5 feet
Side Yard - 5 feet
Corner Lot & Side Building - 10 feet

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

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

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

ARTICLE IV
USE RESTRICTIONS

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

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

4.3 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Areas shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

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

ARTICLE V
DESIGN GUIDELINES

5.1 Forest Ridge, Phase I (Small Lot Section/8,000 sq. ft.). The following design guidelines apply to Forest Ridge, Phase I, Section I a portion of the Property subject to this Master Declaration, being more particularly described in Exhibit "C" of the P.U.D. Agreement attached hereto as Exhibit "C" and incorporated herein :

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

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

(C) Minimum Square Footage Within Improvements. The living area of the main residential structure located on any lot (as that term is defined in the Declaration) exclusive of open porches and parking

facilities shall not be less than 1,800 square feet for a single-story structure and not less than 2,000 square feet for a two-story structure.

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

(E) Improvements. No additional improvements shall be placed or installed as to be visible from the street or from the Property, without prior approval of the Architectural Review Committee.

(a) Lot Dedication. Declarant shall have the right and option to dedicate a Lot or Lots to the Homeowner's Association in the first or subsequent phase of the subdivision.

(F) Application of General Restrictions and Use Restrictions. Nothing contained in these Design Guidelines as same may be amended from time to time will supersede the General Restrictions, Article III, supra nor the Use Restrictions applicable to the entire Property as set forth in Article IV. The Architectural Review Committee as set forth in Article VII shall be bound thereby, except as stated on specific matters within this Declaration. Declarant expressly reserves the right to amend, modify, or waive the Design Guidelines applicable to Forest Ridge Phase I, Section I.

5.2 Forest Ridge, Phase II (Large Lot Section/18,000 sq. ft). The following Design Guidelines apply to Forest Ridge, Phase II, Section I a portion of the Property subject to this Master Declaration, being more particularly described in Exhibit "C" of the P.U.D. Agreement attached hereto as Exhibit "C" and incorporated herein:

(A) General Restrictions. all of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Declaration and following limitations and restrictions. The Property is hereby annexed and incorporated within the scheme of the Declaration.

(a) Masonry Requirements. all residences, whether located on interior or corner lots, shall have a minimum of 75% of their first story exterior walls of stone or masonry construction. In computing said percentage, (i) all gables, and all window and door openings, shall be

excluded from the total area of the first story exterior walls, (ii) stone and masonry used on fireplaces, chimneys, and walls of attached garages may be included in the computation as stone or masonry used, and (iii) masonry requirements for detached garages shall be computed separately from the residence and shall not include those first story exterior walls not wholly visible from the street(s) due to their placement behind privacy fencing approved by the Architectural Review Committee.

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

(c) Roofing Materials. Roofing materials used on residential structures must be (i) wood shingles, (ii) asphalt or composition rated at least 280 pounds per square, or (iii) any materials approved in writing by the Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

(B) Application of General Restrictions and Use Restrictions. Nothing contained in these Design Guidelines as same may be amended from time to time will supersede the General Restrictions, Article III, supra nor the Use Restrictions applicable to the entire Property as set forth in Article IV. The Architectural Review Committee as set forth in Article VII shall be bound thereby, except as stated on specific matters within this Declaration. Declarant expressly reserves the right to amend, modify, or waive the Design Guidelines applicable to Forest Ridge Phase II, Section I.

ARTICLE VI.
FOREST RIDGE HOMEOWNERS ASSOCIATION, INC.

6.1 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Master Association as a non-profit corporation under the laws of the State of Texas. The Master Association shall be created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Nothing in this Master Declaration shall prevent the creation,

by provisions therefor in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

6.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Exhibit "A" land may be developed in phases or sections, and upon the completion of development of each individual section or phase by Forest Ridge Investments, Ltd., such completed section or phase or any part thereof shall, at the option and election of Forest Ridge Investments, Ltd., automatically become bound hereby and a part hereof; provided, however, that no provision herein shall be construed to require the development of annexation of the Exhibit "A" land by Forest Ridge Investments, Ltd., and, in the event that Forest Ridge Investments, Ltd. shall sell the Exhibit "A" land to a unrelated third party purchaser without having first developed the same, such third party shall have the right to elect whether or not it desires the Exhibit "A" land to become a part hereof and bound hereby.

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

(A) Class A. Class A Members shall be all Owners, with the exception of Forest Ridge Investments, Ltd., a Texas limited partnership, the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be case with respect to any Lot.

(B) Class B. The Class B Member(s) shall be Forest Ridge Investments, Ltd., a Texas limited partnership, the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class

B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:

(1) the complete development of the land described on Exhibit "A" attached hereto;

(2) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (subject to reversion back to Class B membership upon annexation of the land described on Exhibit "B" attached hereto) or

(3) twenty (20) years from the filing date hereof in the Deed Records of Williamson County, Texas.

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

(A) Forest Ridge Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Forest Ridge Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Master Association functions.

(C) Records. To keep books and records of the Master Association's affairs.

(D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in

Article VII hereof in order to raise the total amount for which the levy in question is being made.

(E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereof for the purpose of enforcing the Forest Ridge Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Forest Ridge Restrictions, and the expense incurred by the Master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Forest Ridge Restrictions. The Master Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Forest Ridge Restrictions; provided, however, that the Board shall never be authorized to expend any Master Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association.

(G) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Master Declaration.

(H) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages

out of, in, on, over, or under any Master Association property for the purpose of construction, erecting, operating or maintaining the following:

(1) Parks, parkways or other recreational facilities or structures;

(2) Roads, streets, walks, driveways, trails and paths;

(3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(5) Any similar public, quasi-public or private improvements or facilities;

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

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

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

(J) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Master Association property; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(K) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Master Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Master Association.

(L) Construction on Association Property. To construct new Improvements or additions to Master Association properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.

(M) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.

(N) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

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

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

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

(A) To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Master Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Master Association property owned by or leased to the Master Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

(B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the City of Round Rock or other appropriate governmental authority.

(C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the members of the Master Association. The Master Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(D) Upon the approval of two-thirds (2/3) of the Owners (excluding Declarant), to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Master Association. Additionally, the Master Association may accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as

may be deemed appropriate by the borrower, whether Declarant or the Master Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessments paid by the members of the Master Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Master Association, as the case may be, but subject to the limitations imposed by this Declaration.

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

6.8 Fencing. In the event Declarant shall erect or cause to be erected a fence along any portion of the property or of any Lot where such side or rear property line adjoins a Greenbelt easement then the Master Association shall be responsible for all maintenance of such fence, including the obligation to rebuild the same upon a majority vote of the Members.

6.9 Indemnification. The Master Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Master Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Master Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was

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

ARTICLE VII
ARCHITECTURAL REVIEW COMMITTEE

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

7.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate. The initial voting members of the Architectural Committee shall be Russell Parker, James Kerby and Tom Wykoff.

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

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

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

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

Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee.

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

7.8 Design Guidelines. The Architectural Review Committee hereby adopts the Design Guidelines, as stated in Article V, supra, and shall supply said respective Guideline to each Owner. All Improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. In the event of a conflict between the Design Guidelines and this Declaration (or any Supplemental Declaration) this Declaration shall control. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to an Owner. Nothing contained herein shall prohibit Declarant from amending said design guidelines during the preliminary approval process for each of the series of the phased subdivisions.

7.9 Reviews of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question, the Design Guidelines, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this declaration and perform such other duties assigned to it by the Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed

Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

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

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

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

7.13 Address. Plans and Specifications shall be submitted to the Architectural Review Committee at 9390 Research Blvd., Suite 350, Austin, Texas 78759, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

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

7.15 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of

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

ARTICLE VIII
FUNDS AND ASSESSMENTS

8.1 Assessments.

(A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. Nothing herein, however, shall prohibit the Board from establishing separate and uniform classifications for assessments based upon the status of Lots platted and developed by Declarant which have not been sold to third parties for the purpose of constructing single family residences thereon.

(B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.

(C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

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

8.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Forest Ridge Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Forest Ridge Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Master Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual assessment per lot for the year 1995 exceed the sum of $200.00. Thereafter the maximum regular annual assessment permitted hereunder shall be increased by five percent (5.0%) per year.

8.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under the Forest Ridge Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board. In no event shall the total special assessment per lot during the year 1995 exceed the sum of $100.00. Thereafter, the maximum special assessment permitted hereunder shall increase by the sum of five percent (5.0%) per year.

8.5 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such assessment, the owner of the lot shall be obligated to pay interest at the

highest rate allowed by the VA or FHA for interest on delinquent assessments, but in no event higher than any applicable usury laws then in effect on the amount of the assessment from the due date thereof (or, if there is no such highest rate, the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorneys fees.

8.6 Exemption of Declarant. Notwithstanding any provision herein to the contrary, all common area and association property shall be exempt from the payment of any assessments whether regular or special.

8.7 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

(A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;

(B) All liens securing all amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and

(C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Master Association is made a party to any court proceeding to enforce any of the above-listed liens. The Master Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Master Association. To evidence the aforesaid assessment lien, the Master Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by

such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Master Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Master Association. The Master Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Master Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE IX
EASEMENTS

9.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Master Declaration, are incorporated herein by reference and made a part of this Master Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line to the extent as may be required by law or ordinance easements. Easement may be granted to Williamson County, Texas, a political subdivision of the State of Texas ("Grantee"), for the maintenance of sight easements. Under said easements, if and when required, Grantee may use the surface of the Property as may be reasonably necessary to prohibit an obstruction of the sight distance by any vegetation, fencing, earthwork, building, signs or other obstruction which is determined to cause a traffic hazard. The property owner is to maintain an unobstructed view corridor within the bounds of any such easement.

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

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

9.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Master Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

9.5 Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any

utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

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

(A) The right of the Master Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Areas for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association;

(B) The right of the Master Association to dedicate or transfer all or any part of the Greenbelt or Amenity Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

(C) The right of the Master Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws;

(D) The right of the Master Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and

(E) The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

ARTICLE X
MISCELLANEOUS

10.1 Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until February 2, 2024, unless amended as herein provided. After February 10, 2024, this Master Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Master Declaration.

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

10.3 Amendment.

(A) By Declarant. This Master Declaration may be amended by the Declarant acting alone until February 10, 2004, or until Declarant no longer holds a majority of votes in the Master Association, whichever occurs last. No amendment by Declarant after February 10, 2004, shall be effective until there has been recorded in the Real Property Records of Williamson County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.

(B) By Owners. In addition to the method in Section 10.03(A), after February 10, 2004, this Declaration may be amended by the recording in the Williamson County Real Property

Records of an instrument executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 6.3 hereof.

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

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

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

10.7 Exemption of Declarant. Notwithstanding any provision on this Master Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

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

or entity in any of its privileges, exemptions, rights and duties hereunder. Further, in the event of foreclosure on the deed of trust covering the Property, of record in Volume 2527, Page 596, Real Property Records of Williamson County, Texas, or any modification, renewal or restatement thereof, this provision shall serve as Declarant's express written assignment of all rights of Declarant to Bank One, Texas, N.A..

10.9 Enforcement and Nonwaiver.

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

(B) Nonwaiver. The failure to enforce any provision of the Forest Ridge Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Master Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Master Declaration.

10.10 Construction.

(A) Restrictions Severable. The provisions of the Forest Ridge Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this First Amended and Restated Forest Ridge Master Declaration of Covenants, Conditions and Restrictions as of this the 10th day of May, 1995.

Schedule of Exhibits:

Exhibit "A"	Property Description
Exhibit "B"	P.U.D. Agreement No. 11 for Forest Ridge

Declarant:

FOREST RIDGE DEVELOPMENT GROUP, LTD
a Texas Limited Partnership

By: _____
Its President PARTNER

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 10th day of May, 1995, by Russell S Parker, Partner of Forest Ridge Investments, Ltd., a Texas Limited Partnership, on behalf of said partnership. Development Group

NOTARY PUBLIC STATE OF TEXAS
JACQUE M. SMITH
Notary Public, State of Texas
My Commission Expires
DEC. 14, 1998

Jacque M Smith
Notary Public - State of Texas

[SEAL]

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IN WITNESS WHEREOF, Declarant has executed this First Amended and Restated Forest Ridge Master Declaration of Covenants, Conditions and Restrictions as of this the 10th day of May, 1995.

Schedule of Exhibits:

Exhibit "A"	Property Description
Exhibit "B"	P.U.D. Agreement No. 11 for Forest Ridge

Declarant:

FOREST RIDGE INVESTMENTS, LTD.,
a Texas Limited Partnership

By: _____
Its PARTNER

STATE OF TEXAS ||
||
COUNTY OF WILLIAMSON ||

This instrument was acknowledged before me on the 10th day of May, 1995, by Russell S Parker, _____ of Forest Ridge Investments, Ltd., a Texas Limited Partnership, on behalf of said partnership.

NOTARY PUBLIC STATE OF TEXAS
JACQUE M. SMITH
Notary Public, State of Texas
My Commission Expires
DEC. 14, 1998

Jacque M. Smith
Notary Public - State of Texas

[SEAL]

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CONSENT OF MORTGAGEE

Bank One, Texas, N.A., as the owner and holder of indebtedness secured by a deed of trust covering the Property, of record in Volume 2527, Page 596, Real Property Records of Williamson County, Texas, does hereby join in the execution of this FIRST AMENDED AND RESTATED FOREST RIDGE MASTER DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto.

Executed this 10th day of MAY, 1995

By: _____
Its Vice President

STATE OF TEXAS ||
||
COUNTY OF TRAVIS ||

This instrument was acknowledged before me on the 10th day of MAY, 1995, by FRANK L. OBERLIN, VICE PRESIDENT of BANK ONE, on behalf of said _____.

TANICE E. PALACIOS
Notary Public, State of Texas
My Commission Expires
NOVEMBER 30, 1998

Tanice E. Palacios
Notary Public - State of Texas

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EXHIBIT "A"

PROPERTY DESCRIPTION

160 acres out of the Joseph Marshall Survey, Abstract 409 in Williamson, County, Texas, being a portion of a 76 acre tract conveyed to M.H. Freeman in Volume 343, Page 229 and a portion of a 240 acre tract conveyed to M.H. Freeman in Volume 343, Page 230, both of the Williamson County, Texas Deed Records.

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OLD OAK'S ESTATES	
LOT #	OWNER
LOT 5	Betty C. Bowman Frenzl Trustee
LOT 6	Bonifacio & Elvira Palacios
LOT 7	Jeffrey T. & Esther M. Sawyer
LOT 8	Donald J. & Judy C. Hendrix
LOT 9	Wayne Voigt
LOT 10	Ben R. Tate III

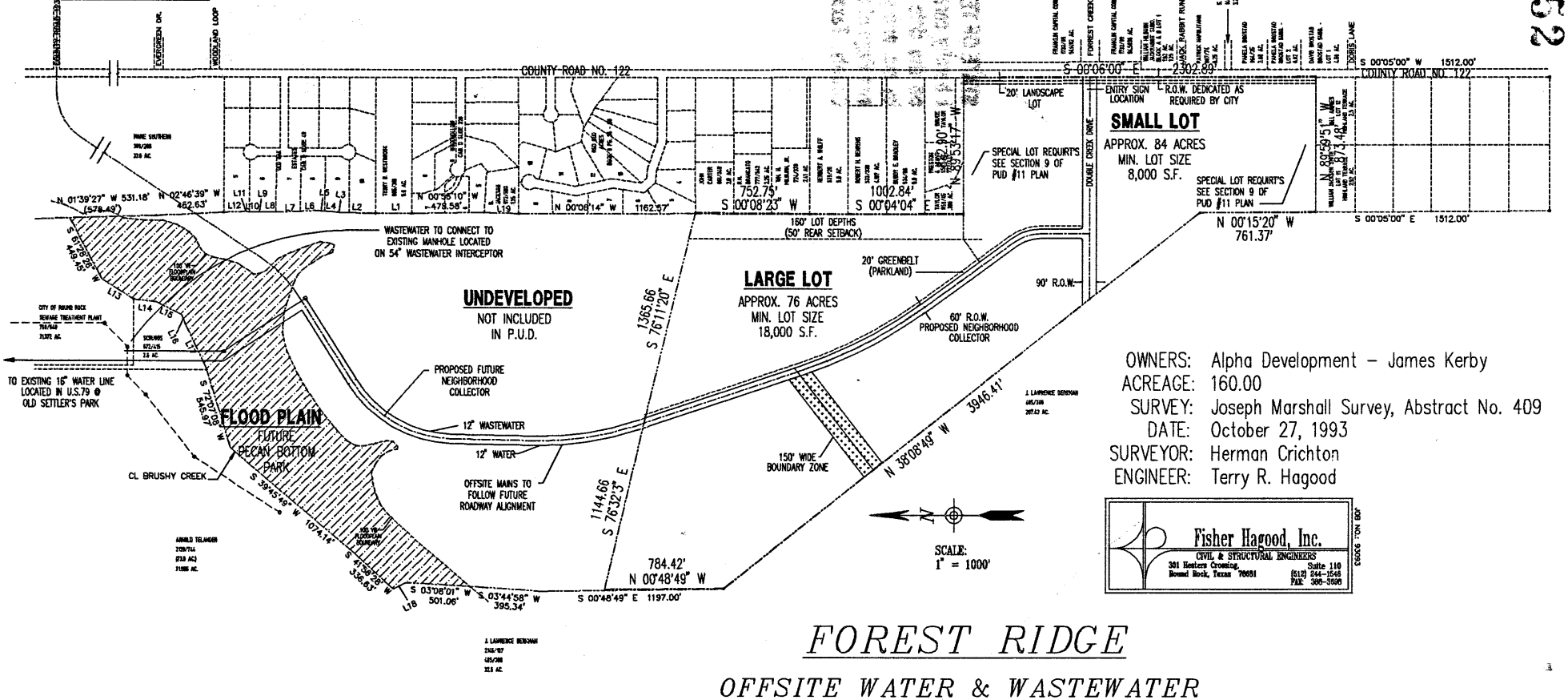
WOODHOLLOW	
LOT #	OWNER
LOT 5	Ray M. Hess
LOT 6	Paul M. Walters
LOT 7	James M. & Kimberly L. Jobe
LOT 8 & 9	Joseph E. Sator

RED BUD ACRES	
LOT #	OWNER
LOT 4	Mable L. & Ludine Pfennig
LOT 5	Kenneth A. Blakemore
LOT 6	Don P. & Constance J. McLendon
LOT 7	Kent A. Ochel
LOT 8	James R. Wilson
LOT 9	Robert Vernon Pyle
LOT 11	L. A. Grimes
LOT 12	Barry Marks
LOT 13	Robert C. & Sharl G. Schultz Jr.

NOTES:

1. Sidewalks shall be constructed on both sides of each proposed street prior to issuance of Certificate of Occupancy. (this includes a 4' sidewalk along County Road 122)
2. Access from subdivision shall be limited to County Road 122, Rear and side driveway access shall be prohibited from lots abutting County Road 122.
3. A 5' PUE shall be reserved on all street side property lines.
4. A 10' PUE shall be reserved at all back property lines for telephone and cable TV service.
5. Floodplain note – Based upon the Flood Insurance Rate Map, Panel 335 of 400 for Williamson County, effective September 27, 1991. This site is in Zone X (areas defined to be outside the 500 year flood plain).

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 00°09'13" E	241.86'	L11	N 03°06'39" E	29.00'
L2	N 01°24'06" E	321.17'	L12	N 02°39'06" W	144.27'
L3	N 03°20'06" E	16.34'	L13	S 31°27'17" W	263.38'
L4	N 09°12'39" E	92.39'	L14	S 08°57'43" W	149.59'
L5	N 09°12'39" E	38.00'	L15	S 28°12'46" W	131.79'
L6	N 02°45'39" W	122.98'	L16	S 69°00'04" W	58.66'
L7	N 02°01'39" W	144.46'	L17	S 63°42'53" W	317.37'
L8	N 00°23'39" W	105.45'	L18	S 20°00'00" E	90.00'
L9	N 00°16'39" E	23.57'	L19	N 02°01'00" E	224.46'
L10	N 03°06'39" E	54.79'			



OWNERS: Alpha Development – James Kerby
ACREAGE: 160.00
SURVEY: Joseph Marshall Survey, Abstract No. 409
DATE: October 27, 1993
SURVEYOR: Herman Crichton
ENGINEER: Terry R. Hagood

Fisher Hagood, Inc.
CIVIL & STRUCTURAL ENGINEERS
301 Reiters Crossing, Suite 110
Round Rock, Texas 78681
(512) 244-1546
FAX 306-5596

FOREST RIDGE

OFFSITE WATER & WASTEWATER

CONCEPT PLAN FOR 160 ACRES OUT OF THE FREEMAN TRACT
JOSEPH MARSHALL SURVEY, ABSTRACT 409

EXHIBIT E

VOL. 2486 PAGE 0066
VOL. 2721 PAGE 0552