

MEADOWS OF BLACKHAWK
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FILM CODE

0005294581

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

WHEREAS, Meadows of Blackhawk Joint Venture, hereinafter called the Declarant, and Robert M. Tiemann, hereinafter called Tiemann, are the owners of certain real property described as Meadows of Blackhawk, Phase(s) I, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 95, Pages 96, 97, 98, Plat Records of Travis County, Texas (the "Property"), and Declarant and Tiemann propose to develop and subdivide the Property for residential purposes; and

WHEREAS, the Declarant and Tiemann desire 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 and Tiemann desire 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;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed 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 of 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 Meadows of Blackhawk Homeowners 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 Meadows of Blackhawk Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

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

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

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

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

1.9 Common Areas. "Common Areas" shall mean 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."

1.10 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) Common Areas and (ii) those areas of land deeded to the Association by Declarant.

1.11 Declarant. "Declarant" shall mean Meadows of Blackhawk Joint Venture its duly authorized representatives or their respective successors or assigns; provided that any assignment for the rights of Meadows of Blackhawk Joint Venture 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 Design Guidelines set forth below in this Declaration in Sections 3.1 through 3.11, as the same may be amended from time to time.

1.13 Developed Lot. "Developed Lot" shall mean any Lot which has been final platted, with electric service and a paved, curbed and guttered street.

1.14 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.

1.15 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, basketball goals, playscapes, 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.

1.16 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.

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

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

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

1.20 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any mortgage or mortgages.

1.21 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.

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

1.23 Plans and Specifications. "Plan 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.

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

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

1.26 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.

1.27 Subdivision. "Subdivision" shall mean the Meadows of Blackhawk Subdivision and shall refer to property within the area described in Exhibit "A" which has been subdivided and shown on a map or plat or record in the Plat Records of Travis County, Texas.

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

ARTICLE II ADDITIONS TO THE PROPERTY

2.1 Staged Subdivision. The Declarant, its successors and assigns, shall have the right at any time prior to May 1, 2005 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 limitation, subsequent sections of the Meadows of Blackhawk Subdivision (the "Subdivision")) without the consent or approval of Owners of any Lots (other than Declarant), as long as such additions are pursuant to a general plan approved by the Veterans Administration

("VA") or the Federal Housing Administration ("FHA"). Furthermore, additional properties may be annexed into the Property at any time with 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 therein 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 RESTRICTIONS

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

Design Guidelines

3.1 Set Backs. No residential structure or any other Improvement, except for fences, shall be located on any Lot nearer to the front, rear, side or street side or corner lot building line which setback shall be the more restrictive of (a) the setback shown on any Plat, or (b) those established by the Architectural Review Committee or Declarant pursuant to Section 4.2 below, or (c) the following setbacks:

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

3.2 Minimum Square Footage With Improvements. The living area of the main residential structure located on any Lot exclusive of open porches and parking facilities shall not be less than 1,600 square feet for a single-story structure and not less than 1,800 square feet for a two-story structure.

3.3 Masonry Requirements. All single-story residences shall have masonry fronts and sides for a total of approximately seventy-five percent (75%) of the exterior walls. All two-story residences shall have masonry fronts on both levels and on the first level for a total of approximately fifty percent (50%) of the total exterior walls. All gables, windows, and door openings shall be excluded from the total area and masonry fireplaces, chimneys and garages may be included in the computation as masonry used. The Architectural Review Committee may grant a variance in the percentages set out herein.

3.4 Garages. All residences shall contain an enclosed, attached garage for not less than two, nor more than three, passenger vehicles.

3.5. Roofing Materials. Roofing materials used on residential structures must be (i) composition rated at least 215 pounds per square, or (ii) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee shall 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.

3.6. 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, specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. No fence shall be constructed any nearer to the front of any Lot than the Front Yard setback as set forth in Section 3.1 above plus five (5) feet.

3.7 Fence Maintenance. Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty days of written notification by the Association. It shall be a violation of this Declaration to maintain any fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of a perpendicular alignment with its base, or (ii) missing, loose, or damaged stone or wood rails in the fence, or (iii) symbols, writings, or other graffiti on the fence.

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

of specific floor plans and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee. No Improvement shall be placed or installed as to be visible from the street or from the first floor of another residence without prior approval of the location and the Plans and Specifications of the Architectural Review Committee.

3.9. Swimming Pools, Tennis Courts, Sports Courts, Playscapes and Basketball Goals. The location and Plans and Specifications for any swimming pool, tennis court, sport court, playscape or basketball goal, and its screening or fencing, shall be subject to the approval and requirements of the Architectural Review Committee. Above ground swimming pools are prohibited. Basketball goals in the front or side of any residence are prohibited. The materials, design and construction of all pools, courts, playscapes and goals 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 regulations.

3.10 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 a street. Grassed areas shall be established by sod installed for immediate and full coverage in areas visible from a street or areas up to the front corners of each residence.

3.11 New Materials. Except with prior written approval of the Architectural Review Committee, only new materials shall be utilized in constructing any structures situated upon a Lot.

General Restrictions

3.12 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.

3.13 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, except drainage and public utility easements,

or other interest less than the whole, all without the approval of the Architectural Review Committee.

3.14 Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view except the following:

- (i) For Sale or Lease Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale or lease.
- (ii) Declarant's and Builders' Signs. Signs or billboards may be erected by the Declarant or any Builder.
- (iii) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 Drainage. No objects, including but not limited to buildings, fences or landscaping, shall be allowed in a drainage easement except as approved by Travis County.

3.21 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.

3.22 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.

3.23 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.

3.24 Unightly 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. No automobiles or other vehicles may be parked overnight on any private roadway within the Property. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.25 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.

3.26 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 time. 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.

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

3.28 No Window Units. No window or wall type air conditioner which is visible from any street shall be permitted to be used, placed or maintained on or in any structure in any part of the Property.

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

3.30 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.

3.31 Compliance with Provisions of the Meadows of Blackhawk Restrictions. Each Owner shall comply strictly with the provisions of the Meadows of Blackhawk Restrictions as the same may be amended from time to time. Failure to comply with the Meadows of Blackhawk 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.

3.32 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.

3.33 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.

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

3.35 Sidewalks. All sidewalks required by the City of Austin, Travis County or any other governmental entity having jurisdiction shall be constructed in accordance with applicable City of Austin and/or Travis County 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.

3.36 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 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.

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

ARTICLE IV USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single family residential use, or for Common Areas. Common Areas may, subject to the approval of Declarant, be improved or 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. Except for Common Areas, no Lot, and no Improvement erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes. This prohibition shall not apply to "garage sales" conducted by Owners, provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days' duration during any six (6) month period, or, the use of any Improvement on a Lot by Declarant or any builder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any builder.

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. When no Class B Memberships exist the Board shall have the right to determine such terms and conditions as the Board deems proper in its sole discretion, even if such right has not been delegated to it by Declarant.

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

ARTICLE V MEADOWS OF BLACKHAWK HOMEOWNERS ASSOCIATION, INC.

5.1 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Master Association as a 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.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property through judicial or nonjudicial 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 Meadows of Blackhawk Joint Venture such completed section or phase or any part thereof shall, at the option and election of Meadows of Blackhawk Joint Venture automatically become bound hereby and a part hereof; provided, however, that no provision herein shall be construed to require the development or annexation of the Exhibit "A" land by Meadows of Blackhawk Joint Venture and, in the event that Meadows of Blackhawk Joint Venture 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. Every member shall have the right at all reasonable times during business hours to inspect the book and records of the Association.

5.3 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 Meadows of Blackhawk Joint Venture the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

- (B) Class B. The Class B Member(s) shall be Meadows of Blackhawk Joint Venture 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 additional land) or
 - (3) twenty (20) years from the filing date hereof in the Deed Records of Travis County, Texas.

5.4. 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) Meadows of Blackhawk Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Meadows of Blackhawk 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 and to make all such books and records available for inspection by any Owner upon request and at reasonable times and intervals.
- (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 nonemergency, 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 Meadows of Blackhawk Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to Meadows of Blackhawk 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, special and initial 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 Meadows of Blackhawk 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 Meadows of Blackhawk 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 Common Areas without complying fully with the requirements of Section 8.7 below.

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.

- (I) 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, including but not limited to, authorization to enter into a contract with Blackhawk Homeowners' Association, Inc. a Texas Non-Profit Corporation for access to and use of amenities and facilities owned and/or used by Blackhawk Homeowners' Association, Inc. to provide for access to and use of such amenities and facilities by members of the Association.
- (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.

5.5 Maintenance and Landscape Authority. The Master Association shall maintain all streets and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Master Association shall be authorized to landscape, maintain and repair all easements, access easements, right-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.

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

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

- (A) To accept, own, operate and maintain all Common 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 Travis County 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) and full compliance with the provisions of Section 8.7 below, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Master Association.

- (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 Common Areas. Such insurance shall be in an amount as the Board shall deem appropriate.

5.8 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 or the Golf Course 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.

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

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

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

6.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate. The initial voting members of the Architectural Review Committee shall be Robert M. Tiemann, John Leach, Nicholas Bauer, David Brooks, one representative of Scott Felder Homes to be named and appointed by Declarant and one representative of Wilshire Homes to be named and appointed by Declarant.

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

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

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

6.6 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Review Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee. When no Class B memberships exist, the Board shall have this right to appoint and remove all members of the Architectural Review Committee, even if such right has not been delegated to it by Declarant.

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

6.8 Design Guidelines. The Architectural Review Committee hereby adopts the foregoing Sections 3.1 through 3.11 of this Declaration as the "Design Guidelines," and shall supply said Design Guidelines to each Owner. All improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. Any decision of the Architectural

Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to an Owner.

6.9 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.

6.10 Plan Review. Upon receipt by the Architectural Review Committee of all of the information required by this Article VI, it shall have thirty (30) days in which to review said plans. The proposed Improvements will be approved if, in the sole opinion of the Architectural Review Committee, (i) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the Improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the Improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the Architectural Review Committee; and (v) the Improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (6 months for the construction of a complete house). In the event that the Architectural Review Committee fails to issue its written response within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the Architectural Review Committee's approval shall be deemed to have been granted without further action.

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

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

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

6.14 Address. Plans and Specifications shall be submitted to the Architectural Review Committee at 225 Kelly Lane, Pflugerville, Texas 78660, Attention: John Leach or such other address as may be designated by Declarant, its successors and assigns, from time to time.

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

6.16 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 VII FUNDS AND ASSESSMENTS

7.1 Assessments.

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

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

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Meadows of Blackhawk Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Meadows of Blackhawk 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 \$300.00 which maximum assessment shall thereafter be increased by the sum of ten percent (10%) per year.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under the Meadows of Blackhawk Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board.

7.5 Initial Assessments. In addition to the regular annual and special Assessments provided for above in Sections 7.3 and 7.4, a one-time initial Assessment shall be due and payable to the Master Association immediately upon the conveyance of any Lot to a new Owner. Such initial Assessment shall be the obligation of the new Owner and shall be equal to eighty percent (80%) of one full year's regular annual Assessment for each such Lot, based on the most current regular annual Assessment approved by the Board. However, in no event shall the initial Assessment be less than \$240.00 per Lot.

7.6 Owner's Personal Obligation for Payment of Assessments. The regular, special and initial 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 then at the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorneys fees.

7.7 Exemptions: Notwithstanding any provision herein to the contrary, all common area and Association property shall be exempt from the payment of any assessments, whether regular, special or initial.

7.8 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.06 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 prior to any declaration of homestead and 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 secured by amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and
- (C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

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

unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII
PROPERTY RIGHTS AND EASEMENTS

8.1 Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas to the Association, free and clear of all encumbrances and liens prior to the sale of the first Lot..

8.2 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 anytime or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line.

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

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

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

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

8.7 Owners' Easements of Enjoyment of Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common 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 Common 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 Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to

by the Members. No such dedication or transfer shall be effective unless: (1) an instrument of agreement to such dedication or transfer, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than thirty (30) days and not more than sixty (60) days in advance of such action.

- (C) The right of the Master Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to mortgage the Common Areas, all in accordance with the Articles and Bylaws; No such mortgage shall be effective unless: (1) an instrument of agreement to such mortgage, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than thirty (30) days and not more than sixty (60) days in advance of such action.
- (D) The right of the Master Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon; and
- (E) The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

ARTICLE IX MISCELLANEOUS

9.1 Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until May 1, 2015, unless amended as herein provided. After May 1, 2015, this Master Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Master Declaration.

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

case may be. Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

- (A) By Declarant. This Master Declaration may be amended by the Declarant acting alone until May 1, 2015, and so long as Declarant owns at least two-thirds (2/3) of the Lots. No amendment by Declarant shall be effective until there has been recorded in the Real Property Records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant owns the requisite number of Lots. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.
- (B) By Owners. In addition to the method in Section 9.03(A), this Declaration may be amended by the recording in the Travis 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 the owners of at least two-thirds (2/3) of the Lots.

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

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

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit operations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast

not less than two-thirds (2/3) of the votes of the Association.

9.7 Exemption of Declarant. Notwithstanding any provision 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.

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

9.9 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Meadows of Blackhawk 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 Meadows of Blackhawk Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

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

9.10 Construction.

(A) Restrictions Severable. The provisions of the Meadows of Blackhawk 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.

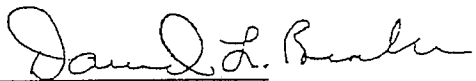
9.11 FHA/VA Approval. As long as there is Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration if such agencies have guaranteed any loans within the Property: Annexation of additional properties, dedication of Common Areas and any amendments to this Master Declaration.

IN WITNESS WHEREOF, Declarant has executed this Master Declaration as of this the ____ day of May, 1995.

Declarant:

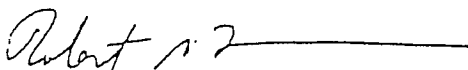
MEADOWS OF BLACKHAWK JOINT VENTURE

BY: OHIO BLACKHAWK OF TEXAS, INC., AN OHIO CORPORATION
JOINT VENTURER

By: David L. Brock 
Printed Name: DAVID L. BROCK
Its President

BY: ROWE LANE DEVELOPMENT, LTD.
JOINT VENTURER

By: Tiemann Land and Cattle Development, Inc.,
Its sole General Partner

By: Robert M. Tiemann 
Printed Name: Robert M. Tiemann
Its President

Tiemann:

By: Robert M. Tiemann
Printed Name: Robert M. Tiemann

CONSENT OF MORTGAGEE

LOKI, LTD., as the owner and holder of the indebtedness secured by the Deed of Trust dated July 3, 1994 to be effective July 1, 1994, recorded at Volume 12212, Page 295 of the Real Property Records of Travis County, Texas and further secured by the Warranty Deed with Vendor's Lien dated June 3, 1994 to be effective July 1, 1994 and recorded at Volume 12212, Page 1510, Real Property Records of Travis County, Texas, does hereby join in the execution of this the foregoing Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions, for purposes of evidencing its consent hereto.

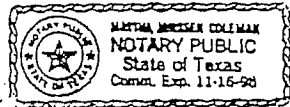
LOKI, LTD.

By: George Prewitt, Jr.
George Prewitt, Jr.,
Individually and on behalf of Loki, Ltd.

By: Shirley Prewitt
Shirley Prewitt,
Individually and on behalf of Loki, Ltd.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 31st day of May, 1995, by Robert M. Tiemann.



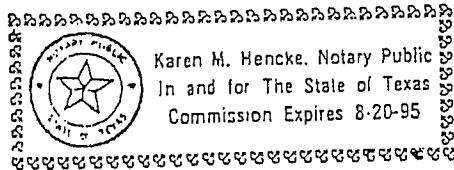
[SEAL]

Martha Jensen Coleman
Notary Public for the State of Texas

My Commission Expires: 11/16/98

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 30th day of May, 1995, by George Prewitt, Jr., individually and on behalf of Loki, Ltd.



[SEAL]

Karen M. Hencke
Notary Public for the State of Texas

My Commission Expires: August 20, 1995

STATE OF TEXAS

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§
§

COUNTY OF TARRANT

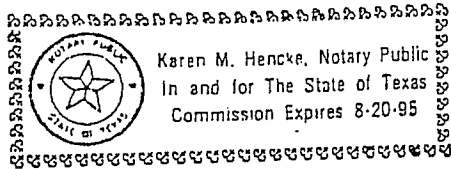
This instrument was acknowledged before me on the 30th day of May, 1995, by Shirley Prewitt, individually and on behalf of Loki, Ltd.

Karen M. Hencke

Notary Public for the State of Texas

My Commission Expires: August 20, 1995

[SEAL]



STATE OF OHIO

§
§
§

COUNTY OF HAMILTON

This instrument was acknowledged before me on the 25th day of May, 1995, by David D. Brooks, president of Ohio Blackhawk of Texas, Inc., as Joint Venturer of Meadows of Blackhawk Joint Venture.

Sheri Vee Draffen

Notary Public for the State of Ohio

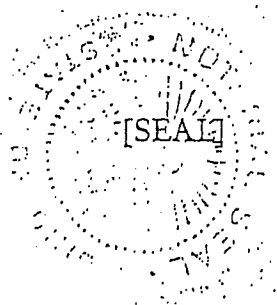
SHERI VEE DRAFFEN

Notary Public, State of Ohio

My Commission Expires October 20, 1994

Notary's Printed or Typed Name

My Commission Expires: _____

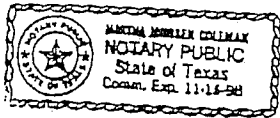


STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31st day of May, 1995, by Robert M. Tiemann, President of Land and Cattle Development, Inc., the sole general partner of Rowe Lane Development, Ltd., as Joint Venturer of Meadows of Blackhawk Joint Venture.



[SEAL]

Martha Janssen Coleman
Notary Public for the State of Texas

MARTHA JANSSEN COLEMAN
Notary's Printed or Typed Name
My Commission Expires: 11/16/98

AFTER RECORDING RETURN TO:

MIKE WILLATT
2001 NORTH LAMAR
AUSTIN, TEXAS 78705

EXHIBIT:

EXHIBIT "A" = Description of land of which may be annexed into the Property and made subject to this Declaration.

AUSTIN SURVEYORS

P.O. BOX 182243
AUSTIN, TX 78718

2105 JUSTIN LANE #1111
TELEPHONE (512) 454-6605

FIELD NOTES FOR 200.00 ACRES

All that certain tract or parcel of land situated in Travis County, Texas and being a part of the J. C. Lee Survey No. 35 and the A. Bailey Survey No. 34 and being also a part of a tract of land called 321.42 acres in a deed to Loki, Ltd. recorded in Volume 9406, Page 330 of the Deed Records of Travis County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set on the Southwest line of Rowe Lane for the North corner of this tract from which iron pin the North corner of the above mentioned 321.42 acre tract bears N 79°55'59" W 181.94 feet.

THENCE S 79°55'59" E with the Southwest line of Rowe Lane 866.45 feet to an iron pin found in an angle point of the said 321.42 acre tract for an angle point of this tract.

THENCE S 80°22'42" E with the Southwest line of Rowe Lane 2205.56 feet to an iron pin set for the East corner of this tract.

THENCE S 14°40'55" W 3427.90 feet to an iron pin set on the Southwest line of the said 321.42 acre tract for the South corner of this tract.

THENCE N 60°08'22" W with the Southwest line of the said 321.42 acre tract 1179.03 feet to an iron pin found in an angle point of the said 321.42 acre tract for an angle point of this tract,

THENCE N 59°40'15" W with the Southwest line of the said 321.42 acre tract 1924.31 feet to an iron pin set for the West corner of this tract.

Exhibit "A" to Meadows of Blackhawk Master Declaration of
Covenants, Conditions and Restrictions
Page 1 of 3

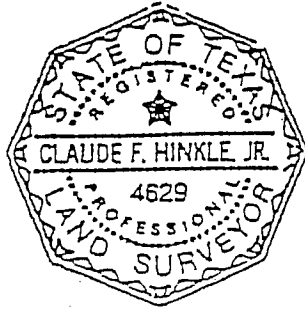
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

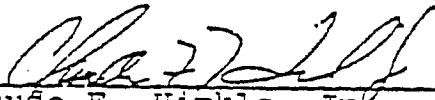
121.52 0500

200.00 acres

THENCE N 12°58'21" E 2336.97 feet to the POINT OF BEGINNING containing 200.00 acres of land, more or less.

I, Claude F. Hinkle Jr, a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the results of an on-the-ground survey made under my supervision during February, 1994 and is correct to the best of my knowledge and belief.





Claude F. Hinkle, Jr.
R.P.L.S. #4629

Date

3-02-94

Exhibit "A" to Meadows of Blackhawk Master Declaration of
Covenants, Conditions and Restrictions
Page 2 of 3

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

FIELD NOTES.

BEING A PORTION OF A 216.455 ACRE TRACT OUT OF THE J.C. LEB SURVEY NO. 35, TRAVIS COUNTY, TEXAS, AS CONVEYED TO ROBERT M. TIEMAN AS RECORDED IN VOLUME 12212, PAGE 1510, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

COMMENCING at an iron rod found for the southwest corner of said 216.455 acre tract and the southwest corner of a 21.199 acre tract as surveyed and platted by Austin Surveyors dated March, 1994, and being in the North line of a 214.99 acre tract conveyed to C.K. Murchinson as recorded in Volume 4215, Page 1552, of the Deed Records of Travis County, Texas;

THENCE, along said North and the South line of said 216.455 acre tract and said 21.199 acre tract, S 59° 40' 15" E a distance of 404.04 feet to an iron rod set for the POINT OF BEGINNING;

THENCE, across said 21.199 acre tract and said 216.455 acre tract, N 30° 00' 58" E a distance of 933.68 feet to an iron rod set for the Northwest corner hereof;

THENCE, across said 21.199 acre tract and said 216.455 acre tract, S 60° 00' 00" E a distance of 166.53 feet to an iron rod set for the Northeast corner hereof in the East line of said 21.199 acre tract and the West line of a 200.00 acre tract as shown on said Austin Surveyors plat and the West line of the proposed Meadows of Blackhawk subdivision;

THENCE, along the East line of the said 21.199 acre tract and the West line of said 200.00 acre tract and said Meadows of Blackhawk, S 12° 58' 21" W a distance of 979.21 feet to an iron rod found for the Southeast corner hereof, and said 21.199 acre tract and the Southwest corner of said 200.00 acre tract and said Meadows of Blackhawk;

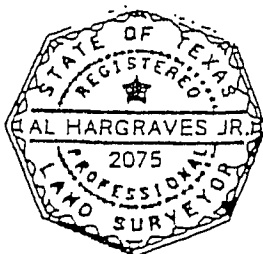
THENCE, along the South line of said 21.199 acre tract and said 216.455 acre tract and the North line of said 214.99 acre tract, N 59° 40' 15" W a distance of 453.54 feet to the PLACE OF BEGINNING and containing 6.647 acres of land, more or less.

The bearing basis is the common line between said 214.99 acre tract and said 216.455 acre tract.

I, A.L. HARGRAVES, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THESE NOTES REPRESENT THE RESULTS OF A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND ARE TRUE TO THE BEST OF MY KNOWLEDGE.

A.L. Hargraves, Jr.
A.L. HARGRAVES, JR.
R.P.L.S. No. 2075

2/9/95
DATE /



FILED

95 JUN -7 PM 4: 10

JANE BEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

JUN 7 1995



Jane Bebeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12453 0503

RECEIPT#: 000002937 TRANS#: 06628 DEPT: REGULAR RECORDS \$25.00

CASHIER: DMTUE FILE DATE: 6/7/95 TRANS DATE: 6/7/95

PAID BY: CHECK# 2079-2102

1 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

**SUPPLEMENTAL DECLARATION TO MEADOWS OF BLACKHAWK
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Supplemental Declaration to Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") is made and executed by **RH OF TEXAS LIMITED PARTNERSHIP**, a Maryland limited partnership ("Declarant"), successor to the rights as Declarant under that certain Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions dated May 31, 1995 and filed in Volume 12453, Pages 0466, *et seq.*, Real Property Records of Travis County, Texas and the First Amendment of Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions, recorded in Volume 12653, Page 0570 of the Real Property Records of Travis County, Texas (the "Declaration"), pursuant to that certain Assignment of Rights of Declarant Under the Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A", and is as follows:

1. This Supplemental Declaration is filed with respect to all of the lots located in Phase 2, Meadows at Blackhawk, a subdivision in Travis County, Texas, according to the map or plat thereof recorded as Document No. 200000052, Plat Records of Travis County, Texas, (all of such lots described above are designated in Exhibit "B" attached hereto and incorporated herein, and are collectively referred to herein as the "Land").

2. According to Section 2.1 of the Declaration, upon the filing of the appropriate plat and Supplemental Declaration, land may be annexed to the Declaration, and upon such annexation, the Declaration and the covenants, conditions, restrictions and obligations set forth therein shall be the same with respect to the added land as with respect to the lands originally covered by the Declaration. The Declaration is incorporated herein as if fully set forth at length.


3. This Supplemental Declaration constitutes a "Supplemental Declaration" under Section 2.1 of the Declaration. The Land is hereby added to the Property as such term is defined in the Declaration and the covenants, conditions, restrictions and obligations set forth in the Declaration

shall apply to the Land. Any capitalized terms used and not otherwise defined in this Notice shall have the meaning set forth in the Declaration.

EXECUTED to be effective as of the 23RD day of JUNE, 2000.

DECLARANT:
RH OF TEXAS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Ryland Homes of Texas, Inc.
a Texas corporation, General Partner

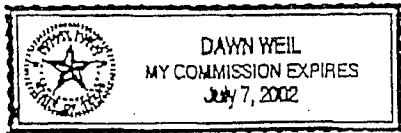
By: 
Name: TIM B. AGEE
Title: VICE PRESIDENT

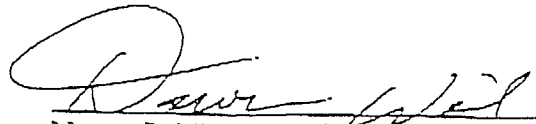
THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23rd day of June, 2000, by Tim Agee, Vice-President of Ryland Homes of Texas, Inc., a Texas corporation, General Partner of RH of Texas Limited Partnership, a Maryland limited partnership, on behalf of said corporation and said limited partnership.




Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

MINTER, JOSEPH & THORNHILL, P.C.
Attn: Jeffrey S. Howard
811 Barton Springs Road, Suite 800
Austin, Texas 78704

SNG:JSH:ksj #11105
f:/ryland/meadows at blackhawk - ii/supplemental dec to master: dec

**ASSIGNMENT OF RIGHTS OF DECLARANT UNDER
THE MEADOWS OF BLACKHAWK MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Assignment of Rights of Declarant under Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions (this "Assignment") is entered into as of June 21, 2000 by and between ROWE LANE DEVELOPMENT, LTD., a Texas limited partnership ("RLD"), and OHIO BLACKHAWK OF TEXAS, INC., an Ohio corporation ("BLACKHAWK").

Recitals

WHEREAS, RLD and BLACKHAWK, as successors in interest to Meadows of Blackhawk Joint Venture, are the owners of all right, title and interest of the Declarant under the terms of the Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions, recorded in Volume 12453, Page 0466 of the Real Property Records of Travis County, Texas, and the First Amendment of Meadows of Blackhawk Master Declaration of Covenants, Conditions & Restrictions, recorded in Volume 12653, Page 0570 (the "Declaration"), as the term Declarant is defined in the Declaration; and

WHEREAS, RLD and BLACKHAWK desire to assign to RH of Texas Limited Partnership, a Maryland limited partnership ("Ryland"), the rights, privileges, exemptions and duties of the Declarant under the Declaration;

AGREEMENT

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by RLD and BLACKHAWK, RLD and BLACKHAWK have ASSIGNED, TRANSFERRED, CONVEYED, DELIVERED, RELEASED AND RELINQUISHED, and do hereby ASSIGN, TRANSFER, CONVEY, DELIVER, RELEASE AND RELINQUISH, unto Ryland all of their right, title and interest in and to the rights, privileges, exemptions and duties of Declarant under the Declaration. RLD and BLACKHAWK hereby represent and warrant to Ryland that RLD and BLACKHAWK have not previously assigned to any third party any of their right, title and interest in and to the rights of Declarant, and that the rights of Declarant are assignable.

RLD shall indemnify and save and hold harmless BLACKHAWK and Ryland and their agents, officers and employees, from all suits, actions, losses, damages, claims or liability of any character, type or description, including, without limiting the generality of the foregoing, all expenses, costs, litigation, court costs, and attorneys fees for any and all costs or claims arising out of or related to any actions or inactions of Declarant from March 10, 1999 (the Effective Date of the Agreement for Dissolution of Joint Venture dissolving the Meadows of Blackhawk Joint Venture) until the date of this Assignment. Ryland shall indemnify and save and hold harmless BLACKHAWK and RLD and their agents, officers and employees, for all such suits, actions, losses,

damages, claims or liability from arising out of or related to any actions or inactions of Declarant from the date of this Assignment.

RLD and BLACKHAWK agree to execute and deliver such further documents and instruments, if any, as Ryland may request to effect, evidence, acknowledge, or give notice of the transfer of the rights of Declarant under the Declaration to Ryland. Such other documents and instruments shall be provided promptly and, in any event, within ten (10) days after Ryland's request.

It is the intent of RLD and BLACKHAWK to transfer all the rights, privileges, exemptions, title and interest they own in the rights of Declarant.

EXECUTED this 21st day of June, 2000.

OHIO BLACKHAWK OF TEXAS, INC.,
an Ohio corporation

ROWE LAND DEVELOPMENT, LTD.

By: Tiemann Land and Cattle
Development, Inc.

By: *Nicholas C. Bauer*
Name: Nicholas C. Bauer
Title: Vice President

By: *Robert M. Tiemann*
Robert M. Tiemann, President

THE STATE OF Ohio §
COUNTY OF Hamilton §
§

This instrument was acknowledged before me on the 21st day of June 2000, by Nicholas C. Bauer, Vice President of Ohio Blackhawk of Texas, Inc., an Ohio corporation, on behalf of said corporation.

Sheri Vee Draffen
Notary Public in and for the State of Ohio



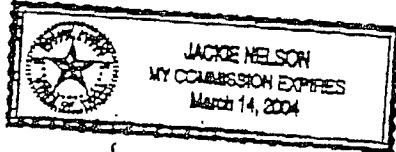
SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires 10/20/04

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 22nd day of June 2000, by Robert Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, general partner of Rowe Land Development, Ltd, a Texas limited partnership, on behalf of said corporation and said limited partnership.

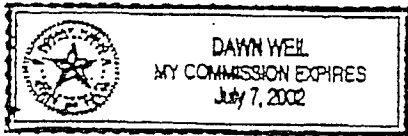


Jackie Nelson
Notary Public in and for the State of Texas

ACCEPTANCE OF ASSIGNMENT

RH of Texas Limited Partnership, a Maryland limited partnership ("Ryland"), in consideration of the interest assigned to Ryland in the foregoing Assignment, set forth above, accepts all of the right, title, and interest in the rights and obligations of Declarant pursuant to that certain Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions.

EXECUTED this 23rd day of JUNE, 2000.



RH OF TEXAS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Ryland Homes of Texas, Inc.

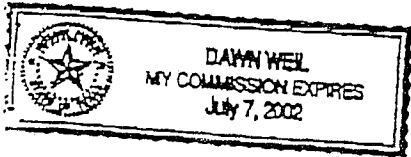
By: [Signature]
Jim B. Alee Vice President

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on the 23rd day of June 2000, by _____ Vice President of Ryland Homes of Texas, Inc., a Texas corporation, General Partner of RH of Texas Limited Partnership, a Maryland limited partnership, on behalf of said corporation and said limited partnership.



Dawn Weil
Notary Public in and for the State of Texas

SNG:JSH:ksj #11105
RylandHomes at blackhawk, ph assignment of rights - rev'd

EXHIBIT "B"

The Land shall include the following designated Lots:

I. Section 2, Meadows at Blackhawk:

- rk A. Block A: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of Block A;
- ry B. Block B: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 of Block B;
- ^ C. Block C: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block C;
- 1/2 D. Block D: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Block D;
- 6 E. Block E: Lots 1, 2, 3, 4, 5 and 6 of Block E;
- 9 F. Block F: Lots 1, 2 and 3 of Block F;
- 1/2 G. Block G: Lots 1, 2, 3, 4 and 5 of Block G.

92

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

06-23-2000 01:39 PM 2000097673
HAYWOOD \$21.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

1748
FILM CODE
00005410272

FIRST AMENDMENT OF MEADOWS OF BLACKHAWK
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This FIRST AMENDMENT OF MEADOWS OF BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by MEADOWS OF BLACKHAWK JOINT VENTURE, and is as follows:

WITNESSETH:

Reference is made to that certain MEADOWS OF BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, executed by MEADOWS OF BLACKHAWK JOINT VENTURE, being hereinafter referred to as "DECLARANT," dated May, 1995, recorded in Volume 12453, Page 0466, Real Property Records of Travis County, Texas, being hereinafter referred to as "EXISTING DECLARATION."

WHEREAS, pursuant to Section 9.3(A) of the EXISTING DECLARATION, the EXISTING DECLARATION may be amended by the DECLARANT acting alone until May 1, 2015, and so long as DECLARANT owns at least two-thirds (2/3) of the Lots; and

WHEREAS, the DECLARANT still owns at least two-thirds (2/3) of the Lots; and

WHEREAS, the DECLARANT desires to amend the EXISTING DECLARATION to add Section 3.38 prohibiting construction of fences, playscapes, or any permanent structure within a 30-foot Public Utility Easement dedicated to Kelly Lane Utility Company across the south 30-feet of Lots 1-13, Block A, and Lot 1, Block D, Meadows of Blackhawk, Phase I, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 95, Pages 96, 97 and 98, Plat Records of Travis County, Texas.

NOW, THEREFORE, in consideration of the premises above, the said EXISTING DECLARATION is hereby amended as follows:

I.

Section 3.38 is hereby added to the EXISTING DECLARATION and shall read as follows:

"3.38 No Construction or Improvements Within Public Utility Easement.
No fence, playscape, any permanent structure or landscaping shall be constructed or maintained within that certain 30-foot Public Utility Easement dedicated to Kelly Lane Utility Company which includes the south 30-feet of Lots 1-13, Block A, and Lot 1, Block D, Meadows of Blackhawk, Phase I, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 95, Page 96, 97 and 98, such Public Utility Easement being recorded in Volume 12434, Page 0464 of the Real Property Records, Travis County, Texas. This prohibition shall include trees but not lawns, gardens or flowers. However, lawns, gardens and flowers will be planted at each Lot owner's risk as they may be removed and possibly destroyed to facilitate use of the 30-foot Public Utility Easement"

II.

In all other respects the provisions of the EXISTING DECLARATION are hereby ratified, adopted and confirmed. The DECLARANT, MEADOWS OF BLACKHAWK JOINT VENTURE hereby agrees to and approves this First Amendment of Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions as DECLARANT.

MEADOWS OF BLACKHAWK JOINT VENTURE

BY: OHIO BLACKHAWK OF TEXAS, INC., AN OHIO CORPORATION
JOINT VENTURER

By: David L. Brown
Printed Name: DAVID L. BROWN
Its President

BY: ROWE LANE DEVELOPMENT, LTD.
JOINT VENTURER

By: Tiemann Land and Cattle Development, Inc.,
Its sole General Partner

By: Robert M. Tiemann
Printed Name: Robert M. Tiemann
Its President

ACKNOWLEDGEMENTS

STATE OF OHIO §
COUNTY OF HAMILTON §

This instrument was acknowledged before me on the 13th day of March, 1996, by David L. Brooks, President of Ohio Blackhawk of Texas, Inc., as Joint Venturer of Meadows of Blackhawk Joint Venture.

Sheri Vee Draffen
Notary Public, State of Ohio

SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1999

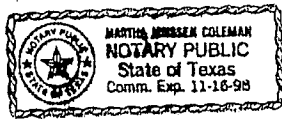
Notary's Printed or Typed Name
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of March, 1996, by Robert M. Tiemann, President of Land and Cattle Development, Inc., the sole general partner of Rowe Lane Development, Ltd., as Joint Venturer of Meadows of Blackhawk Joint Venture.

Martha Janssen Coleman
Notary Public, State of Texas

[SEAL]



MARTHA JANSSEN COLEMAN
Notary's Printed or Typed Name
My Commission Expires: 11/16/98

First Amendment of Meadows of Blackhawk Master Declaration
of Covenants, Conditions and Restrictions Page 3 of 4

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12653 0572

CONSENT OF MORTGAGEE

BANK ONE, TEXAS N.A., as the owner and holder of the indebtedness secured by the Deed of Trust covering the Property, of Record in Volume 12462, Page 90, the Real Property Records of Travis County, Texas does, hereby join in the execution of this First Amendment of Meadows of Blackhawk Master Declaration of Covenants, Conditions and Restrictions, for the purposes of evidencing its consent hereto.

BANK ONE, TEXAS N.A.

By: *Brian J. Tverff*
Printed Name: Brian J. Tverff
Title: Assistant Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 28th day of March, 1996 by Brian Tverff (printed name), Assistant Vice President (title), of Bank One, Texas N.A., on behalf of Bank One, Texas N.A.

Michelle Beatty
Notary Public, State of Texas

[SEAL]



Printed or Typed Name _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:

WILLATT & FLICKINGER
ATTORNEYS AT LAW
2001 NORTH LAMAR
AUSTIN, TEXAS 78705

1\blidd\amend-mb
3/8/96

APR 1 1996
TRAVIS COUNTY, TEXAS