

Gracy Title Company

You have requested that Gracy Title Company provide you with a property profile concerning the referenced address. In that connection we hereby provide the enclosed documents. You are advised that these documents reflect what we find of record after only a cursory examination. Further no examination of these documents has been performed to determine their validity or applicability to the referenced property. You should not rely on these documents or consider this a definitive title report until and unless a formal examination of title is made and a title commitment issued.

WILLIAMSON COUNTY CLERK

OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 8423055

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN THE PLAT RECORDS

IN CABINET F SLIDE(S) 80

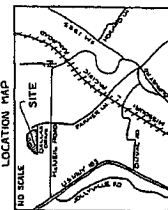
MILWOOD SECTION TWENTY SIX-B

23/55

FILED FOR RECORD
at 1:20 p.m.

JUL 9 1984

JAMES N. BOYDSTON
County Clerk
By *[Signature]*

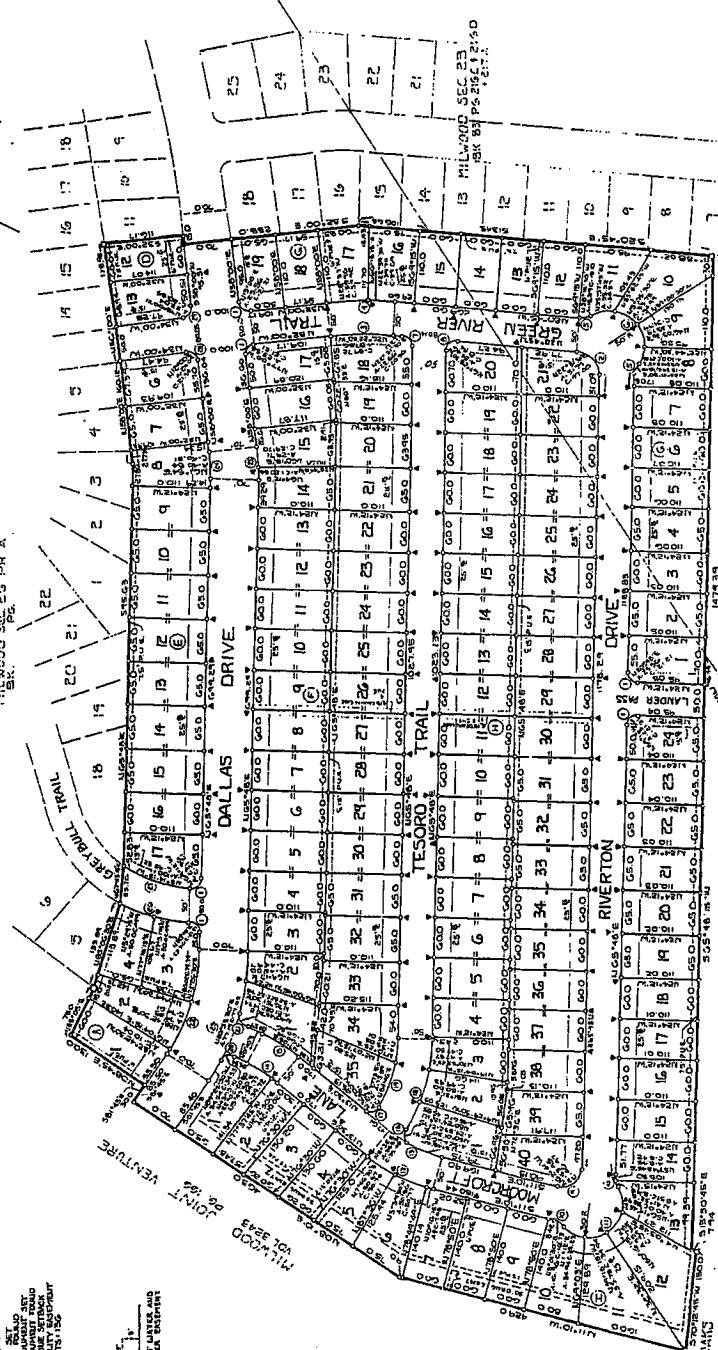


LEGEND
- - - - - UNPAVED ROAD
- - - - - PAVED ROAD
- - - - - RAILROAD
- - - - - CANAL
- - - - - TYPICAL LOT LINES AND
UNDEVELOPED ROADS
- - - - - TYPICAL LOT LINES AND
UNDEVELOPED ROADS



SCALE 1" = 100'

MILWOOD SEC 25 PH. A.
SR.



MILWOOD SEC 25
Dallas Dr.
Tesoro Trail
Indian Creek
Riverton Drive
Inchmill Trail
Fossil

S.A. EDEY
VOL. 417 PG. 485

See Correction of Plat
Re: Section 12, 14, 17,
18, 19, 20, 21, 22, 23,
24, 25, 1607, David Records

9/23/84
CB-83-109.2 (84)

MILWOOD SECTION TWENTY SIX-B

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT MILWOOD JOINT VENTURE II, A TEXAS JOINT VENTURE COMPOSED OF BILL MILBURN, INCORPORATED AND PALMAR ASSOCIATES, LTD. ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, HAVING ITS HOME OFFICE IN AUSTIN, TEXAS, ACTING HEREIN BY AND THROUGH THE UNDERSIGNED OWNERS OF THAT CERTAIN TRACT OF LAND OUT OF THE W.J. BAKER SURVEY, ABSTRACT NO. 10, AND THE W.J. BAKER SURVEY, ABSTRACT NO. 84, SITUATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS, CONVEYED BY DEED RECORDED IN VOLUME 835, PAGE 372, OF THE DEED RECORDS, TRAVIS COUNTY, TEXAS, AND VOLUME 848, PAGE 853, OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS, DO HEREBY SUBDIVIDE 21.14 ACRES OF LAND IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, TO BE KNOWN AS "MILWOOD SECTION TWENTY SIX-B", AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS, SHOWN HEREON.

WITNESS OUR HANDS, THIS 1 DAY OF May, 1984, A.D.

MILWOOD JOINT VENTURE II
By: BILL MILBURN INCORPORATED, JOINT VENTURER

Bill Milburn
BILL MILBURN, PRESIDENT
11911 Burnet Road, Austin, Texas 78758

By: PALMAR ASSOCIATES, LTD., A Texas Partnership

John Oscar Robinson
A.H. ROBINSON, II, General Partner
P.O. Box 9556, Austin, Texas 78768
John Oscar Robinson
JOHN OSCAR ROBINSON, General Partner
P.O. Box 9556, Austin, Texas 78768



STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BILL MILBURN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE,
THIS THE 1 DAY OF May, 1984, A.D.

Donna Poir
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES: 11-13-84



STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED A. H. ROBINSON, II, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE,
THIS THE 1 DAY OF May, 1984, A.D.

Donna Poir
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES: 11-13-84



STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN OSCAR ROBINSON, II, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL OF OFFICE,
THIS THE 1 DAY OF May, 1984, A.D.

Donna Poir
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS
MY COMMISSION EXPIRES: 11-13-84

APPROVED FOR ACCEPTANCE:
DATE: 5-22-84

Lilas Kinch
LILAS KINCH, ACTING DIRECTOR, OFFICE OF LAND DEVELOPMENT SERVICES

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AUSTIN, THIS THE 22 DAY OF MAY, 1984, A.D.

Ed Wendler, Jr.
SECRETARY ED WENDLER, JR.

Gilbert M. Martinez
GILBERT M. MARTINEZ, CHAIRMAN

FILED FOR RECORD AT 9:35 O'CLOCK P.M., THIS THE 25 DAY OF June, 1984, A.D.

DEPUTY L. Jones

Doris Shropshire
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DORIS SHROPSHIRE, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 25 DAY OF June, 1984, A.D., AT 9:35 O'CLOCK P.M. AND DULY RECORDED ON THE 25 DAY OF June, 1984, A.D., AT 9:35 O'CLOCK P.M. IN THE DEED RECORDS OF SAID COUNTY AND STATE IN PLAT BOOK 83, PAGE(S) 109.2-109.2

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE DATE LAST WRITTEN ABOVE.

DEPUTY L. Jones
L. Jones

Doris Shropshire
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DORIS SHROPSHIRE, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 21 DAY OF June, 1984, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COUNTY IN BOOK 3, PAGE 456

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 25 DAY OF June, 1984, A.D.

DEPUTY Mike Moore
Mike Moore

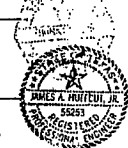
Doris Shropshire
DORIS SHROPSHIRE, CLERK, COUNTY COURT, TRAVIS COUNTY, TEXAS

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES, OR ANY BRIDGES OR CULVERTS NECESSARY TO BE PLACED ON SUCH ROADS, STREETS, OR OTHER PUBLIC THROUGHFARES SHALL BE THE RESPONSIBILITY OF THE OWNERS AND/OR DEVELOPERS OF THE TRACT OF LAND COVERED BY THIS PLAT AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, AND SAID COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OTHER PUBLIC THROUGHFARES, OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, THAT THE ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS OF THE ROADS OR STREETS IN REAL ESTATE SUBDIVISIONS DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET MARKING SIGNS, AS THIS IS CONSIDERED TO BE A PART OF THE DEVELOPERS CONSTRUCTION, BUT THAT ERRECTING SIGNS FOR TRAFFIC CONTROL, SUCH AS FOR SPEED LIMITS AND STOP AND YIELD SIGNS, SHALL REMAIN THE RESPONSIBILITY OF THE COUNTY.

I, WILEY E. MARX, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 13-3, OF THE AUSTIN CITY CODES, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

SURVEYED BY: James A. Whitell, Jr. DATE: 4-30-84
THOMAS J. DAVIS, REG. NO. 1082
CARLSON, DIPPEL & MARX SURVEYING COMPANY
2499 Capital of Texas Highway, Suite 1185
Austin, Texas 78746



ENGINEERING BY: James A. Whitell, Jr. DATE: 4-26-84
CARLSON & DIPPEL, INCORPORATED
2499 Capital of Texas Highway, Suite 1204
Austin, Texas 78746

	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
I	89°00'00"	89°33'00"	11°15'00"	11°15'00"	35°07'00"	158°47'00"	89°33'00"	82°27'00"	103°02'00"	32°32'15"
R	15.0	34.28	457.68	507.86	30.0	50.0	15.0	30.0	30.0	30.0
T	15.0	32.28	45.08	50.8	9.49	14.82	15.35	37.74	8.71	8.71
A	23.56	51.79	89.88	99.66	19.39	136.82	22.86	24.48	51.85	15.86
C	21.21	47.00	89.72	89.82	18.10	—	20.58	21.84	46.97	16.73
I	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.
I	107°48'30"	24°48'00"	24°48'00"	12°50'00"	12°50'00"	92°55'00"	99°00'00"	38°40'45"	28°42'00"	87°46'00"
R	50.00	254.84	204.84	222.30	272.30	15.00	15.00	267.37	217.37	15.0
T	—	55.72	44.79	25.0	30.82	15.79	17.58	73.34	55.81	14.43
A	—	109.71	85.19	48.19	60.89	24.93	25.91	143.16	106.88	22.98
C	—	146.44	102.67	87.51	49.69	80.86	21.75	22.81	141.46	107.75
I	21.	22.	23.	24.	25.	26.	27.	28.	29.	30.
I	89°18'45"	33°22'00"	32°27'00"	7°48'00"	7°48'00"	24°57'00"	31°55'45"	92°08'00"	89°00'00"	—
R	15.0	300.0	370.0	300.0	370.0	329.84	179.84	15.0	15.0	—
T	12.65	87.30	107.87	28.45	35.22	30.80	51.39	15.55	14.49	—
A	21.82	189.91	209.55	40.84	50.37	100.00	108.11	24.09	23.64	—
C	19.34	167.65	206.76	40.81	50.33	98.21	98.82	21.58	20.84	—

MILWOOD SECTION TWENTY SIX-B

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND PART OF THE W.J. BAKER SURVEY ABSTRACT NO. 10, AND THE W.J. BAKER SURVEY ABSTRACT NO. 64, SITUATED IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND PART OF THAT CERTAIN TRACT OF LAND CONVEYED IN A DEED TO MILWOOD JOINT VENTURE II, OF RECORD IN VOLUME 828, PAGE 372, OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, AND VOLUME 946, PAGE 853, WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 29.14 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake at the northeast corner of a tract of land conveyed in a deed to E.A. EDEY, of record in Volume 417, Page 485, Deed Records, Williamson County, Texas, same being in the West lot line of Lot 7, Block "N", of Milwood Section Twenty Three, a subdivision of record in Plat Book 83, Pages 216C-217A, Plat Records, Travis County, Texas, for the southeast corner of the herein described tract,

THENCE, with the North line of said Edey tract, the following three (3) courses and distances, numbered one (1) through three (3):

1. S 85°48'15" W, 1,475.39 feet,
2. S 15°30'45" E, 7.94 feet,
3. S 70°12'45" W, 150.00 feet to an iron stake in the North line of Lot 13, of Indian Oaks, a subdivision of record in Plat Book 6, Pages 50-51, Williamson County, Texas, Plat Records, for the southwest corner of the herein described tract,

THENCE, with the West line of the herein described tract, the following four (4) courses and distances, numbered one (1) through four (4):

1. N 11°00'00" W, 423.0 feet,
2. N 08°10'00" E, 462.0 feet,
3. S 81°45'00" E, 30.0 feet,
4. N 08°45'00" E, 150.0 feet to an iron stake for the northwest corner of the herein described tract,

THENCE, with the northerly line of the herein described tract, the following six (6) courses and distances numbered one (1) through six (6):

1. N 89°05'00" E, 78.0 feet,
2. N 85°05'00" E, 132.89 feet,
3. N 87°43'15" E, 55.76 feet,
4. N 85°48'00" E, 595.83 feet,
5. N 80°00'00" E, 169.12 feet,
6. N 80°00'00" E, 178.98 feet to an iron stake for the northeast corner of the herein described tract,

THENCE, with the easterly line of the herein described tract, also being the westerly line of said Milwood Section Twenty-Three, the following four (4) courses and distances, numbered one (1) through four (4):

1. S 32°00'00" E, 116.17 feet,
2. S 38°00'00" W, 15.0 feet,
3. S 80°00'00" E, 15.0 feet,
4. S 20°45'00" E, 513.45 feet to the PLACE OF BEGINNING containing 29.14 acres of land.

THIS SUBDIVISION HAS BEEN APPROVED BY THE WILLIAMSON COUNTY HEALTH OFFICE FOR 136 LOTS WHICH WILL BE SERVED BY THE NORTH AUSTIN M.U.D. #1.

DATE: 5/2/84

Clarence Kirovan
CLARENCE KIROVAN, DIRECTOR

DETENTION NOTE: PRIOR TO CONSTRUCTION OF THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN, PUBLIC WORKS, DEPARTMENT, FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT ESTABLISHED BY THE REGIONAL DETENTION PLANS APPROVED BY THE CITY OF AUSTIN. RUN-OFF IN EXCESS OF THE AMOUNT ESTABLISHED FOR THE REGIONAL DETENTION SYSTEM SHALL BE OBTAINED BY THE USE OF PONDING OR OTHER APPROVED METHODS.

NOTE: THE UNITED STATES POST OFFICE OF THE CITY OF AUSTIN, TEXAS, HEREBY APPROVES THE STREETS DEDICATED BY THIS SUBDIVISION PLAT.

DATE: 5/2/84

Harold R. Neal
POSTMASTER, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

NOTE: PRIOR TO GRADING ANY TYPE OF EARTH MOVING, CONSTRUCTION OF, ON OR UNDER THE LAND IN THIS SUBDIVISION, A DRAINAGE PLAN DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER SHALL BE SUBMITTED FOR THE PROPOSED DEVELOPMENT, AND MODIFICATIONS THEREOF TO THE ENGINEERING DEPARTMENT OF THE CITY OF AUSTIN, (WHEN APPLICABLE) AND THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, FOR REVIEW AND APPROVAL.

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD OR MAINTAIN ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR CULVERTS IN CONNECTION THEREWITH. IT IS FURTHER UNDERSTOOD THAT UPON COMPLETION OF THE AFORESAID OBLIGATIONS OF THE DEVELOPER AND 50% OCCUPANCY OF THE LOTS ALONG THE ROADWAYS AND STREETS IN THE SUBDIVISION HAS BEEN ACHIEVED, AND ALL DRIVEWAY DRAINPIPES HAVE BEEN INSTALLED OR WRITTEN PERMISSION FROM THE COUNTY COMMISSIONER'S COURT, ASSUMES FULL RESPONSIBILITY FOR MAINTENANCE OF SAID STREETS, ROADS AND DRAINAGE FACILITIES.

IT IS FURTHER UNDERSTOOD THAT THE ENFORCEMENT OF THE PLAT RESTRICTIONS IS THE RESPONSIBILITY OF THE DEVELOPER/OWNER; HOWEVER, THE CITY AND THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, SHALL HAVE THE RIGHT AND AUTHORITY TO ENFORCE THE PLAT RESTRICTIONS THROUGH APPROPRIATE LEGAL PROCEDURE TO PROHIBIT THE CONSTRUCTION, CONNECTION OF UTILITIES OR ISSUING PERMITS UNLESS OR UNTIL THE REQUIREMENTS OF THE PLAT RESTRICTIONS HAVE BEEN ACHIEVED.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS: I, TIMOTHY MARESH, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT "MILWOOD SECTION TWENTY-SIX-B", A SUBDIVISION, HAS BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DATE: July 9, 1984

Timothy G. Marsh
TIMOTHY G. MARESH, COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS: I, JAMES N. BOYDSTON, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THIS 9th DAY OF July, 1984, A.D., AT 4:30 O'CLOCK P.M., AND DULY RECORDED THIS 9th DAY OF July, 1984, A.D., AT 4:30 O'CLOCK P.M., IN THE PLAT RECORDS, OF SAID COURT IN CABINET F, SLIDES 80-82.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE SHOWN ABOVE WRITTEN.

Elaine Bizzell
DEPUTY

James N. Boydston
JAMES N. BOYDSTON, CLERK, COUNTY COURT,
WILLIAMSON COUNTY, TEXAS

VERBIUM NOTE: SIDEWALK SHALL BE LOCATED ON BOTH SIDES OF DALLAN DRIVE; THE EAST SIDE OF GREYBILL TRAIL; WEST SIDE OF GREEN EVER TRAIL; EAST SIDE OF MIDDLECOTT LANE; NORTH SIDE OF TIGARD TRAIL; NORTH SIDE OF RIVINGTON DRIVE; AND THE EAST SIDE OF LAUDER PASS.

NOTE: NO LOT SHALL BE OCCUPIED TILL CONNECTION IS MADE TO THE NORTH AUSTIN MUNICIPAL UTILITY DISTRICT #1.

THE 100 YEAR FLOOD PLAIN SHALL BE MAINTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN.

PLAT DEDICATION CORRECTION

7984

STATE OF TEXAS §
COUNTIES OF TRAVIS §
AND WILLIAMSON §

This Plat Dedication Correction is executed this 21st day of January, 1985 by MILWOOD JOINT VENTURE, II, a Texas joint venture composed of Bill Milburn, Inc., a Texas corporation and Palmar Associates, Ltd., a Texas limited partnership.

W I T N E S S E T H :

WHEREAS, on June 25, 1984, the subdivision plat of Milwood Section Twenty Six-B(the "Plat") was recorded in Book 84, Pages 128D, 129A, and 129B, Plat Records of Travis County, Texas; and on July 9, 1984 the subdivision plat of Milwood Section Twenty Six-B was recorded in Cabinet F, Slides 80, 81, and 82, Plat Records of Williamson County, Texas; and

WHEREAS, the dedication on the Plat stated that the property subdivided, situated in Travis and Williamson Counties was conveyed by Deed recorded in Volume 8256, Page 372, of the Deed Records of Travis County, Texas and conveyed by Deed recorded in Volume 946, Page 853, of the Williamson County, Texas Deed Records and such dedication should have stated that the property subdivided was conveyed by Deed recorded in Volume 8924, Page 470, of the Deed Records of Travis County, Texas and conveyed by Deed recorded in Volume 1104, Page 761, of the Williamson County, Texas Deed Records; and

WHEREAS, the undersigned desires to correct such mistake;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby corrects the dedication on the Plat by stating that the property subdivided was conveyed by Deed recorded in Volume 8924, Page 470, of the Deed Records of Travis County, Texas

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

9/0185/12

1

and conveyed by Deed recorded in Volume 1104, Page 761, of the Williamson County, Texas Deed Records.

MILWOOD JOINT VENTURE, II,
a Texas joint venture

By: BILL MILBURN, INC.,
a Texas corporation,
Joint Venturer

By: Michael L. Cook
MICHAEL L. COOK,
Vice-President

By: PALMAR ASSOCIATES, LTD.,
a Texas limited partnership,
Joint Venturer

By: A.H. Robinson III
A.H. ROBINSON, III,
General Partner

By: John Oscar Robinson
JOHN OSCAR ROBINSON,
General Partner

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 24 day of January, 1985 by MICHAEL L. COOK, Vice President of BILL MILBURN, INC., a Texas corporation, Joint Venturer of MILWOOD JOINT VENTURE, II, on behalf of said joint venture.



Renae Monroe
Notary Public in and for
The State of Texas

Renae Monroe
Typed or Printed Name of Notary

My commission expires: 4-6-85

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 24th day of January, 1985 by A.H. ROBINSON, III, General Partner of PALMAR ASSOCIATES, LTD, a Texas limited partnership, Joint Venturer of MILWOOD JOINT VENTURE, II, a Texas joint venture, on behalf of said joint venture.



James W. Beach
Notary Public in and for
The State of Texas

MEY V. ROSE
Typed or Printed Name of Notary

My commission expires: 6-21-86

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 24th day of January, 1985 by JOHN OSCAR ROBINSON, General Partner of PALMAR ASSOCIATES, LTD, a Texas limited partnership, Joint Venturer of MILWOOD JOINT VENTURE, II, a Texas joint venture, on behalf of said joint venture.



James W. Beach
Notary Public in and for
The State of Texas

MEY V. ROSE
Typed or Printed Name of Notary

My commission expires: 6-21-86

STATE OF TEXAS COUNTY OF WILLIAMSON
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 Williamson County, Texas, as stamped hereon by me, on

MAR 7 1985



James S. Ruppel
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
1985 MAR -6 AM 8:18
James S. Ruppel
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

TRAVIS TITLE CO.
ONE PARK NORTH
8200 MOPAC, SUITE 240
AUSTIN, TEXAS 78759

KL
S

NOT AFFIDAVIT TO ANY FACT

Texas Standard Form

11211

The State of Texas,
County of Williamson

SURVEYOR'S DECLARATION
IN RE | MILWOOD SECTION TWENTY-SIX B

BEFORE ME, the undersigned, a Notary Public in and for said County, State of Texas, on this day personally appeared Thomas J. Dodd

to me well known, and who, after being by me duly sworn, deposes and says that

"I, Thomas J. Dodd, am authorized under the laws of the State of Texas to practice the profession of Surveying. I supervised and was responsible for the preparation of the subdivision plat entitled Milwood Section Twenty-Six B, which was recorded on the 9th day of July, 1984, in Cabinet F, Slides 80-82, Williamson County, Texas Plat Records - and on the 25th day of June, 1984 in Plat Book 84, Pages 128D, 129A, & 129B, Travis County, Texas Plat Records." "On October 16, 1984, it was brought to my attention that there was an inadvertent clerical error in the above referenced plat, specifically in the deed references in the preamble of the subdivision plat."

"I have examined the plat and performed the appropriate actions. I hereby certify that the deed Volume and Page that reads Volume 8256, Page 372, of the Travis County, Texas Deed Records, and Volume 946, Page 853, of the Williamson County, Texas Deed Records is recorded incorrectly and should be recorded as follows:

Volume 8924, Page 470, Travis County, Texas Deed Records and

Volume 1104, Page 761, Williamson County, Texas Deed Records

Faint, illegible text, possibly a stamp or secondary signature area.

Faint, illegible text, possibly a stamp or secondary signature area.

Thomas J. Dodd
Thomas J. Dodd
Registered Public Surveyor No. 1882



SUBSCRIBED AND SWORN TO BEFORE ME, this 29th day of March A. D. 1985

Juan Ponder
OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS Notary Public in and for Travis County, Texas
My Commission Expires 8/18/87

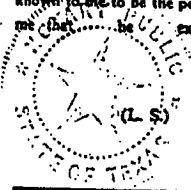
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Thomas J. Dodd
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 29 day of March A. D. 1985



Susan Bondar My Commission Expires 8/18/87
Notary Public in and for Travis County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

STATE OF TEXAS
COUNTY OF WILLIAMSON
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 Williamson County, Texas, as stamped hereon by me, on

County, Texas

35 MAR 29 PM 3:20

FILED FOR RECORD

11211

James S. Rappleton
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS



APR 1 1985
James S. Rappleton
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

*2500 yd. L.P.
M. Robinson & Company
2499 Capital of TX Hwy #105
Austin, TX 78746*

Affidavit to Any Fact

FROM

TO

This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock _____ M., and duly recorded in Volume _____ Page _____ of the records of this office.

County Clerk.

By _____ Deputy.

When recorded return to
CARLISLE SURVEYING
1014 HIGHWAY #105
CAPITOL CITY, TEXAS 78746

The Ohio Company, Printers, Dallas

DECLARATION OF RESTRICTIONS
MILWOOD SECTION 26-B

31567

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ KNOW ALL MEN BY THESE PRESENTS
§

This Declaration of Restrictions made this the 19 day of August, 1985, by MILWOOD JOINT VENTURE, II, a Texas Joint Venture composed of BILL MILBURN, INC., a Texas Corporation, and PALMAR ASSOCIATES, LTD., a Texas Limited Partnership, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the sole owner of all lots in Milwood Section 26-B a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet F, Slides 80 - 82, Plat Records of Williamson County, Texas, to which plat and its record reference is here made for all purposes (hereinafter called the "Subdivision"), and desires to encumber the lots in the Subdivision with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit and pass with the property, each and every parcel or resubdivision thereof, and shall apply to and bind the successors in interest and any other owner thereof:

NOW THEREFORE, Developer, the sole owner in fee simple of the Subdivision, hereby declares that all lots in the Subdivision shall be held, transferred, sold and conveyed, subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this Declaration and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of each lot, and the owners by acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of this Declaration.

I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold and conveyed, subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

All of the Lots in Milwood Section 26-B Subdivision in Williamson County Texas, according to the map or plat of record in Cabinet F, Slides 80 - 82, Plat Records of Williamson County, Texas.

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

II.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES

The property described in Section I hereof is encumbered by the covenants, conditions, restrictions, reservations and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvements of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate location; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper set-backs from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investments made by owners.

A. Land Use and Building Types.

(1) No lots shall be used except for residential purposes. On each residential lot no building shall be erected, altered, placed or permitted other than a detached, single family dwelling not to exceed two (2) stories in height, with an attached private garage or carport for not more than two (2) cars.

(2) No building shall remain uncompleted for more than one (1) year after construction has been commenced.

B. Dwelling Size.

(1) Single Family Dwelling. The ground floor area of the main structure of the single story, single-family residence shall be not less than one thousand (1,000) square feet, excluding all open and covered porches and garage units. If more than (1) story, the combined area for the first and second floors shall be not less than one thousand, two hundred (1,200) square feet. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

C. Masonry. Each dwelling shall have not less than ten per cent (10%) of the exterior walls of masonry construction; provided, however, the Architectural Control Committee may waive this requirement in whole or in part, but any such waiver must be in writing.

D. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot forward of the front wall line of the respective house on such lot.

E. Architectural Control. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall fence or any other improvement be altered, modified, added to or removed from any lot until the construction plans and specifications thereof and a plan showing the location of all buildings, walls, fences and other improvements, including, but not limited to driveways and setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee". Nor shall the topography of the lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee. The approval of the Committee shall not be unreasonable or whimsically withheld.

The Committee shall be composed of three (3) members. The original members of the Committee shall be Bill Milburn, Jim Palmer and Barney Reynolds. Each Committee member shall serve at the pleasure of the Developer. In the event of the death, resignation or removal of any member of said Committee, the remaining member or members will have full authority to act until the member or members have been replaced. A decision of a majority of the Committee shall be binding on all members thereof.

The Committee in considering each set of plans and specifications and the plan showing the location of all improvements shall consider, among other things, the quality of design and materials, harmony of the design with existing structures and location with respect to topography and finished grade elevation.

The Committee's approval or disapproval of the plans and specifications and plot plan for the improvements to be erected or placed on a lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a lot, within thirty (30) days after the same have been submitted to the Committee, then in that event the same shall be deemed approved and this covenant complied with. All plans and specifications shall be delivered to the Committee not less than thirty (30) days prior to the date construction is to be commenced at its office at 11911 Burnet Road, Austin, Travis County, Texas 78758, or any such other address as

it may designate, by certified mail, return receipt requested, or delivered and a written receipt received therefor, and the date received by the Committee shall be considered the date of delivery to the Committee.

Anything herein to the contrary notwithstanding, the Committee is hereby authorized, at its sole discretion, to waive any requirements relating to carports, dwelling size, masonry requirements and fences and such decision shall be binding on all owners of lots encumbered by this Declaration.

F. Easements and Setbacks. Easements reserved and setback requirements are those set forth on the plat of record of the Subdivision on file in the Plat Records of Williamson County, Texas. Within these easements, no structure, planting or other material shall be placed, or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water. The easement area of each lot shall not be fenced out of the lot and shall be maintained continuously by the owner of the lot.

G. Nuisances. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, or which is opposed to the purpose of these restrictions.

H. Temporary Structures. No structure of a temporary character, mobil home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building may be moved on any lot. No racing vehicle, or any vehicle without a current license plate shall be permitted to remain on any lot or be parked on a street adjoining a lot.

I. Signs. No signs of any kind shall be displayed for public view on any lot, except one (1) sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by builders to advertise the property for sale. All merchandising, advertising and sales programming shall be subject to the approval of the Committee.

J. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any character shall be permitted upon any lot.

K. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except any owner may keep no more than two (2) dogs, two (2) cats, or two (2) other household pets, provided they are not kept, bred or maintained for any commercial purpose.

L. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for trash, garbage or other waste and the same shall not be kept, except in sanitary containers. Each lot owner shall contract with an independent disposal service to collect all garbage or other waste, if such service is not provided by the City of Austin.

III.

SIDEWALKS

The owner of each lot shall construct, at his cost and expense and prior to his occupancy of the dwelling, sidewalks, if any, as required by the City of Austin, or any other political subdivision in the State of Texas in which the lot is located, or as set forth on the recorded subdivision plat.

IV.

TERM

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots encumbered by this Declaration, it is agreed to change said Declaration in whole or in part.

Any such instrument of amendment or termination must be executed and acknowledged by fifty-one percent (51%) of the then owners of lots encumbered by this Declaration and filed of record in the Deed Records of Williamson County, Texas. The instrument of amendment or termination shall be effective to amend or terminate this Declaration at the expiration of the initial year term, if such instrument is filed of record as set forth above during the initial term hereof; or if such instrument is filed of record as set forth above during any ten (10) year period of extension, this Declaration shall be amended or terminated (as the case may be) at the end of such ten (10) year period of extension. Notwithstanding anything contained herein to the contrary, the Developer, its successors or assigns, may amend these covenants at any time, or from time to time, in order to correct any typographical

errors or other errors or omissions in from which, in the discretion of the Developer, its successors or assigns, may require amendment in order to properly reflect the intent hereof. Such amendments to correct typographical or other errors shall be effective on the date that such an amendment is filed on record in the Deed Records of Williamson County, Texas, by the Developer, its successors or assigns. The Developer hereby assigns to Bill Milburn, Inc., a Texas Corporation, the foregoing right of amendment. Notwithstanding anything hereinabove, no amendment shall be effective until the approval of any governmental regulatory body which is acquired shall have been obtained.

V.

EXTERIOR MAINTENANCE

In the event the owner of any lot shall fail to maintain premises and the improvements situated thereon in a neat and orderly manner, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and exteriors of the buildings and any other improvements erected thereon, all at the expense of the owner.

VI.

ENFORCEMENT

If the owner of any lot, or his heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Declaration, it shall be lawful for any person, or persons, owning any lot encumbered by this Declaration, or Developer, to prosecute any proceedings against the person, or persons, violating, or attempting to violate, any such covenants. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Developer and other owners of lots in the Subdivision, thus the breach of any provisions of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. Such action may be brought against any person, firm or corporation violating, or apparently about to violate, any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature, or both, and of either a temporary or permanent nature, or both, including, but not limited to, one restraining

contruction of any improvements commenced, or about to be commenced, without the prior written approval of the Committee or for the removal of any improvement constructed without the prior written approval of the Committee. In the event enforcement actions are instituted and the party bringing such action is successful in obtaining any relief, then in addition to the remedies specified above, the party or parties against whom such relief was granted shall pay to the enforcing party costs and reasonable attorney's fees in such amount as the court may determine. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

VII.

SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

VIII.

NUMBER AND GENDER

The singular shall be treated as the plural and vice versa, if such treatment is necessary to interpret this Declaration. Likewise, if either the feminine, masculine or neuter gender should be any of the other genders, it shall be so treated.

EXECUTED this the 19 day of August, 1985.

MILWOOD JOINT VENTURE, II,
a Texas Joint Venture

BY: BILL MILBURN, INC.,
a Texas Corporation, Joint Venturer

By [Signature]
Bill Milburn, President

BY: PALMAR ASSOCIATES, LTD.,
a Texas Limited Partnership,
Joint Venturer

By [Signature]
R.W. ROBINSON, III, General Partner

By [Signature]
JOHN OSCAR ROBINSON, General Partner

STATE OF TEXAS
COUNTY OF TRAVIS

VOL 1231 PAGE 437

This instrument was acknowledge before me on the 14th day of August, 1985, by BILL MILBURN, PRESIDENT, of BILL MILBURN, INC., a Texas Corporation, Joint Venturer of MILWOOD JOINT VENTURE, II, a Texas Joint Venture, on behalf of said Joint Venture.



Tina F. Harris
Notary Public, State of Texas

TINA F. HARRIS
(Printed/typed name)

My commission expires: 7-16-89

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledge before me on the 15th day of August 1985, by A.H. ROBINSON, III, General Partner, of PALMAR ASSOCIATES, LTD., a Texas Limited Partnership, Joint Venturer of MILWOOD JOINT VENTURE, II, a Texas Joint Venture, on behalf of said Joint Venture.



Beth Valley Strait
Notary Public, State of Texas

BETH VALLEY STRAIT
Printed/typed name

My commission expires: 09-26-87

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledge before me on the 15th day of August 1985, by JOHN OSCAR ROBINSON, General Partner, of PALMAR ASSOCIATES, LTD., a Texas Limited Partnership, Joint Venturer of MILWOOD JOINT VENTURE, II, a Texas Joint Venture, on behalf of said Joint Venture.



Beth Valley Strait
Notary Public, State of Texas

BETH VALLEY STRAIT
Printed/typed name

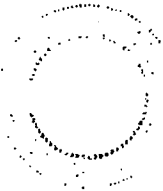
My commission expires: 09-26-87

0401D

700-1051

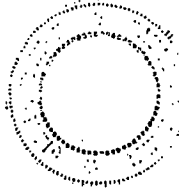
VOL 1231 PAGE 438

Charge to:
Travis Title Co.
G.F.# _____
Buyers Name
BML DL



Buyers Name
G.F.#
Charge to:
Travis Title Co.

James S. Rappleton
COUNTY CLERK
1985 AUG 20 AM 8:50
FILED FOR RECORD
WILLIAMSON COUNTY, TX.



31567

STATE OF TEXAS COUNTY OF WILLIAMSON
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 Williamson
County, Texas, as stamped hereon by me, on

AUG 21 1985



James S. Rappleton
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

TRAVIS TITLE CO.
ONE PARK NORTH
8280 MOFAC, SUITE 240
AUSTIN, TEXAS 78759

19.00

①