

That the Anderson Mill Joint Venture, a Joint Venture comprised of National Housing Industries, Inc., a corporation organized and existing under the laws of the State of Delaware and having its home office in Phoenix, Arizona; Lumbermen's Investment Corporation, a corporation organized and existing under the laws of the State of Texas, and having its home office in Austin, Texas and Southern Union Realty Company, a corporation organized and existing under the laws of the State of Delaware and having its home offices in Dallas, Texas; owner of that certain 578.87 acres of land out of the William Frampton Survey, Abstract 230, in Williamson County, Texas, as conveyed to it by Deed of Record in Volume 579, Page 672, of the Williamson County Deed Records, and the Anderson Mill Baptist Church, having their office in Austin, Texas, owner of that certain 4.06 acre tract of land conveyed to it by Deed of Record, as recorded in Volume 650, Pages 539-545, and that certain .413 acre tract of land conveyed to it by Deed of Record, as recorded in Volume 669, Page 446 of the Williamson County Deed Records, are the sole owners of Village 14 at Anderson Mill, a subdivision comprising 18.19 acres of land out of the William Frampton Survey, Abstract 230, conveyed to the Anderson Mill Joint Venture by deed recorded in Volume 579, Page 672 of the Deed Records of Williamson County, Texas, as shown by maps or plat of said Village 14 at Anderson Mill, recorded in ^{Cabinet} ~~Book~~ ^{Slide} D, Pages 41, 42, Plat Records of Williamson County, Texas, and as owners thereof, desire to adopt a plan for the development of Village 14 at Anderson Mill, which shall be binding on the owners and upon its successors in title to the land in said Village 14 at Anderson Mill.

NOW THEREFORE, the Anderson Mill Joint Venture, and the Anderson Baptist Church, joined herein by REPUBLIC NATIONAL BANK, a national banking corporation, having its principal offices in Dallas, Dallas County, Texas, acting by and through their duly authorized officers, do hereby make the said Village 14 at Anderson Mill, subject to the following restrictive covenants, does hereby subordinate the deed of trust liens which it now holds on the above described property to said restrictive covenants set out herein, to wit:

A.

- A-1 LAND USE AND BUILDING TYPES. No lots, except for Lot 23, Block A, shall be used except for residential purposes. Lot 23, Block A shall be used for the current structure, known as the Anderson Mill

Baptist Church, and expansion(s) thereof, and for parking facilities for the congregation of the Anderson Mill Baptist Church. On each residential lot in Blocks A and B, no building shall be erected, altered, placed, permitted other than a detached, single family dwelling not to exceed two stories in height with an attached private garage or carport for not more than three cars.

A-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any residential lot until a copy of the construction plans, specifications and a site plan has been submitted and approved by the Architectural Control Committee. Said plans shall remain in the possession of said Committee until this subdivision has been built in its entirety. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The Committee is authorized in its sole discretion to grant a deviation from the requirements contained in Paragraphs A-3, A-4, A-4a, A-4c, A-5, A-16, A-17.

A-3 DWELLING COST, QUALITY, AND SIZE. No dwelling, exclusive of open porches, garages, carports and patios, shall be permitted on any residential lot at a cost of less than \$15,000, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story or split level dwelling, not less than 900 feet for a dwelling of more than one story and not less than 1,400 square feet for the combined area of the first and second floors.

A-4

SETBACK REQUIREMENTS. For the purposes of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-4a

FRONT YARD REQUIREMENTS. No building shall be located on any lot nearer to the front lot line than 25 feet, nor further than 40 feet back, nor nearer than 15 feet to the side line if said side line is a street. In cases where a residential corner lot has 25 foot building setback lines indicated by the plat along both streets, the Architectural Control Committee may rule one setback line be changed to 15 feet.

A-4b

SIDE YARD REQUIREMENTS. No building shall be located on any residential lot nearer than 5 feet to the interior lot line. The combined total side yard requirements are as follows:

Lots up to and including 65' - 10'

Beyond 65', one additional side yard foot for each additional lot width foot.

The width of the lot shall be determined by adding the total distance between the side lot lines at the front property line at the rear property line and divide that total distance by two. The rear property line(s) are construed to be those generally running parallel with the street. Side yard lines are construed to be those generally running perpendicular to the street. In the case of irregular shaped residential lots where a clear differentiation cannot be made between rear and side lot lines, the Architectural Control Committee will rule and determine the lot width.

A-4c

REAR YARD REQUIREMENTS. On residential lots, no part of the main building including garages and carports shall be located nearer than 15 feet from the rear property line. In the case of irregular shaped lots where a clear differentiation cannot be made between rear and side lot lines, the Architectural Control Committee will rule and determine the rear yard location.

A-5

FENCES, WALLS, HEDGES. No exterior fences, walls and hedges may be erected, placed or altered on any residential lot until plans and specifications showing the construction and location of such walls, fences, or hedges are submitted to the Architectural Control Committee and approved as to design, materials, and height. No hedge, fence or wall may be erected, placed or altered on any residential lot nearer to any street than the building setback line on that lot, unless approved by the Architectural Control Committee.

A-6

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any residential lot having a width of less than 60 feet at the minimum front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

A-7

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one half feet of each lot. 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 of drainage in the easements, or which may obstruct or retard the flow of water through the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

A-8

NUISANCES. No noxious or offensive activities shall be carried on upon any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-9

TEMPORARY STRUCTURES OR EMPLACEMENTS. No structure or placement of a temporary character, mobile home, trailer, derelict, junk or racing vehicle, or any vehicle without a current license plate, or tent, shack, barn, or other outbuildings that are

larger than 8 feet by 10 feet in width and length and 8 feet high shall be erected, placed, driven, altered or permitted to remain on any residential lot at any time, either temporary or permanent without the prior consent of the Architectural Control Committee. No residential building or mobile home may be moved upon any residential lot in this addition and be used as a residence.

A-10 SIGNS AND SALES PROGRAM. No signs of any kind shall be displayed for public view on any residential lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent or signs used by builder to advertise the property during the construction and sale period. All merchandising, advertising, and sales programming in Village 14 at Anderson Mill, shall be subject to approval by the developer and shall be in conformity with the general marketing plan for Village 14 at Anderson Mill. For sale signs used to market all new homes shall be those approved by the Anderson Mill Joint Venture.

A-11 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations at any time shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any residential lot. Nor derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-12 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

A-13 GARBAGE AND REFUSE DISPOSAL. No residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or

disposal of such material shall be kept in a clean and sanitary condition.

- A-14 **WATER SUPPLY.** No individual water supply system shall be permitted on any lot.
- A-15 **SEWAGE DISPOSAL.** No individual sewage system shall be permitted on any lot.
- A-16 **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge, or shrub planting which will obstruct sight lines at elevations between 2 and 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 intersection of the property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within 10 feet from an 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- A-17 **MASONRY REQUIREMENTS.** Residences located on interior residential lots shall have a minimum of 25% of their exterior walls of the first floor of stone or masonry construction. Residences located on corner lots shall have a minimum of 60% of their exterior walls facing streets of stone or masonry construction. In computing these percentages (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of exterior walls, and (3) stone and masonry used on fireplaces, chimneys, and masonry used on walls of an attached garage may be included in the computation as stone or masonry construction.
- A-18 **SIDEWALK REQUIREMENTS.** All non-park lots within Village 14 at

Anderson Mill shall have a concrete sidewalk, installed at such time as a building is constructed thereon, along the street right-of-way between the lot line and curb line or within such sidewalk easements as may be provided on the lot, whichever the case may be, and construction shall be in accordance with the specifications of the City of Austin.

B.

B-1 ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of three representatives of the following Anderson Mill Joint Venturers:

LUMBERMEN'S INVESTMENT CORPORATION

SOUTHERN UNION REALTY COMPANY

The majority of the Committee may designate a representative to act for it. THE ANDERSON MILL JOINT VENTURE shall have full authority to designate successors as necessary. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots in Village 14 at Anderson Mill shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to restore to it any of its powers or duties as they may pertain to Village 14 at Anderson Mill.

B-2 PROCEDURES. The Committee's approval or disapproval as required in these covenants shall be in writing.

C.

C-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of

a majority of the lots has been recorded, agreeing to change such covenants in whole or in part.

C-2 ENFORCEMENT. Enforcement shall be by proceeding in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

C-3 SEVERABILITY. Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS its hand at Austin, Texas, this 20th day of October, 1977.

ANDERSON MILL JOINT VENTURE

By: Herman Chanen, Pres.
Herman Chanen, President
National Housing Industries

By: Wayne McDonald
Wayne McDonald, President
Lumbermen's Investment Corporation

By: Roger Beach
Roger Beach, General Manager
Southern Union Realty Company

By: Ernest W. Chambers
Trustee
Anderson Mill Baptist Church

NO SEAL

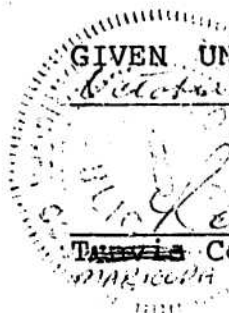
REPUBLIC NATIONAL BANK

By: John Hamstra
John Hamstra
Vice President

X
X
X

BEFORE ME, the undersigned authority, on this day personally appeared Shannon O. Jones, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NATIONAL HOUSING INDUSTRIES, INC., a Delaware corporation, and that he executed the same as the act and deed of such corporation, as the Regional Manager thereof, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 31 day of October, 1977.



Shannon O. Jones
Notary Public in and for
Travis County, Texas
My Commission Expires Jan. 17, 1980

Notary Public in and for

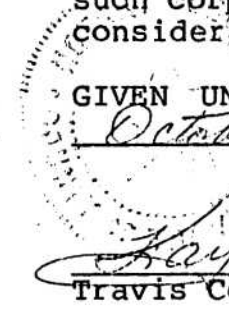
THE STATE OF TEXAS

COUNTY OF TRAVIS

X
X
X

BEFORE ME, the undersigned authority, on this day personally appeared Wayne McDonald, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said LUMBERMEN'S INVESTMENT CORPORATION, a Texas corporation, and that he executed the same as the act and deed of such corporation, as the President thereof, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 20th day of October, 1977.



Kay H. Sullivan
Notary Public in and for
Travis County, Texas

Notary Public in and for

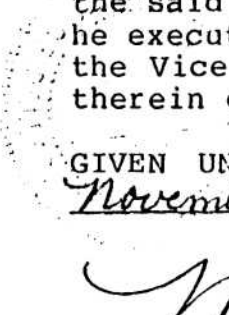
THE STATE OF TEXAS

COUNTY OF ~~TRAVIS~~ DALLAS

X
X
X

BEFORE ME, the undersigned authority, on this day personally appeared Roger L. Beach, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SOUTHERN UNION REALTY, a Delaware corporation, and that he executed the same as the act and deed of such corporation, as the Vice President thereof, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 4th day of November, 1977.



Monta L. Sain
Notary Public in and for
Travis County, Texas
Dallas

Notary Public in and for

THE STATE OF TEXAS
COUNTY OF TRAVIS

X
X
X

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BEFORE ME, the undersigned authority, on this day personally appeared Ernest W. Chambers, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ANDERSON MILL BAPTIST CHURCH, and that he executed the same as the act and deed of such, as the Trustee thereof, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 19th day of October, 1977.

Ray M. Luffin
Notary Public in and for
Travis County, Texas

Notary Public in and for

THE STATE OF TEXAS
COUNTY OF DALLAS

X
X
X

BEFORE ME, the undersigned authority, on this day personally appeared John M. Namstra, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said REPUBLIC NATIONAL BANK OF DALLAS, and he executed the same as the act and deed of such corporation, as the Vice President thereof, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 7th day of November, 1977.

Cora H. Walker
Notary Public in and for
Dallas County, Texas

Notary Public in and for

CORA H. WALKER
Notary Public, Dallas County, Texas
My Commission Expires 5-31-79

THE STATE OF TEXAS }
County of Williamson }

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 10th day of Nov. A. D. 19 77 at 11:05 o'clock A.M., and duly recorded this the 10th day of Nov. A. D. 19 77 at 3:25 o'clock P.M., in the

Deed

Records of said County, in Vol. 689 pp 92

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Janita Cervenka Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

Village 14

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

Delivered to
City Row. Elect.
Sept 2-14-78.
mmg

That the undersigned Anderson Mill Joint Venture

for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant to the City of Austin, a municipal corporation situated in Travis County, Texas, the right to enter and place, construct, operate, repair, maintain and replace electric lines and systems, and to allow telephone lines to be constructed and maintained when placed on the same pole facilities, and to cut and trim trees and shrubbery and remove obstructions to the extent necessary to keep them clear of said electric lines and systems, upon, along and across the following described tract of land situated in Williamson County, Texas:

That certain tract of land situated in the _____
Survey, and described in a deed from Lumberman's Investments Corporation, et al
to Anderson Mill Joint Venture
dated November 13, 1973 and appearing of record in Volume 579 at Page 672
of the Deed Records of Williamson County, Texas.

A strip of land seven and one-half (7.5) feet in width, same being out of and a part of Lots 20, 21, and 22, Block "A" of Village Fourteen at Anderson Mill, a subdivision in Williamson County, Texas, as appears of record in Cabinet D, Slide 41-42, Plat Records of Williamson County, Texas, the centerline of said strip of land being more particularly described by metes and bounds as follows:

BEGINNING: At a point in the west line of the above said Lot 20, Block "A", of the above said subdivision and from which point of beginning the most northwesterly corner of said lot bears N.08°00'W. 4.16 feet;

THENCE: Following a line 3.75 feet from and parallel with the curving north line of the above said Lots 20, 21 and 22; said curving north line having the following elements I = 22°-54', R = 547.72, T = 110.96, C = 217.49 and arc distance of 218.94 feet to point of termination in the east line of said Lot 22.

To have and to hold the same perpetually unto the City of Austin and to its successors and assigns, together with the right and privilege at any and all times to enter said premises for the purposes hereinabove stated and for the further purposes of inspecting said lines and systems whenever necessary, and of relocating and removing the same.

The undersigned _____ covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that the words used in the masculine gender shall be construed to read in the feminine.

WITNESS my hand this the 14th day of February, 1978.

ANDERSON MILL JOINT VENTURE

BY: [Signature]
Attorney-in-Fact

V-14

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for

_____, County, Texas, on this day personally appeared _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

Notary Public _____ County, Texas

CITY OF AUSTIN
ELECT. DEPT. EASEMENT
NO. _____

THE STATE OF TEXAS

TRAVIS _____ County,

Easement and
Right of Way

FROM

ANDERSON MILL JOINT VENTURE

TO

CITY OF AUSTIN

THE STATE OF TEXAS,

County

I, _____
County Clerk in and for said County, hereby certify that
the within Conveyance was filed in my office for record
on the _____ day of _____ 19____
at _____ o'clock _____ M., and duly recorded by me
on the _____ day of _____ 19____
in Book _____ Records of Deeds of said
County, at page _____
Given under my hand and seal of office the day and
year last above written.

County Clerk _____ County, Texas
By _____ Deputy.

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for

_____, County, Texas, on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed to the fore-
going instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she,
the said _____, acknowledged such instrument to be her act and deed, and declared
that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

Notary Public _____ County, Texas

THE STATE OF TEXAS,

County of _____ TRAVIS

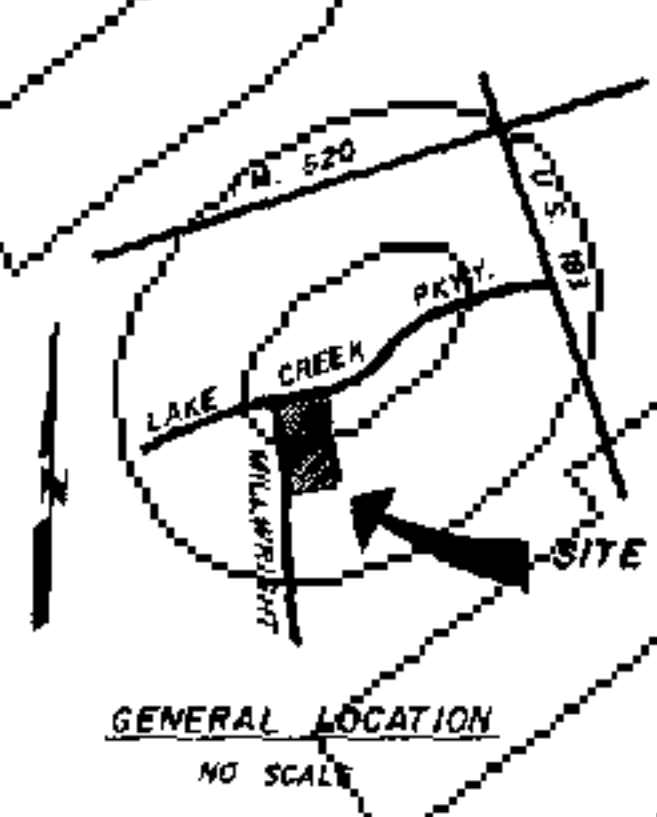
BEFORE ME, _____ Kay H. Griffin, a Notary Public in and for

Travis _____ County, Texas, on this day personally appeared _____ K. M. Jastrow, II

Attorney-in-Fact
President of ANDERSON MILL JOINT VENTURE _____ of the County and State aforesaid, known to me to be the person
whose named is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____
ANDERSON MILL JOINT VENTURE _____ and as the *Attorney-in-Fact* President thereof, and for the purpose and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of February A. D. 1978

Notary Public _____ Travis County, Texas



N
SCALE: 1"=100'

Legend
 • Iron Pin Found
 ○ Iron Pin Set
 () Recorded Information
 ■ Iron Pin Found and Replaced with steel pin

FILED FOR RECORD
 JAN 8 1978
 DICK CANYEKA
 13833

CURVE DATA

① I 30° R 15.00' T 15.00' A 23.56' C 21.21'	② I 33°-43' R 15.00' T 16.03' A 24.56' C 21.21'	③ I 50°-50' R 15.00' T 15.82' A 23.78' C 21.96'	④ I 85°-10' R 15.00' T 14.73' A 23.35' C 21.07'
⑤ I 3°-00' R 647.25' T 16.15' A 33.89' C 33.23'	⑥ I 3°-00' R 437.25' T 10.26' A 36.51' C 36.30'	⑦ I 39°-00' R 15.00' T 15.81' A 24.35' C 21.76'	⑧ I 81°-00' R 15.00' T 14.23' A 22.71' C 20.64'
⑨ I 16°-39' R 15.00' T 11.85' A 20.07' C 18.60'	⑩ I 256°-40' R 50.00' T — A 223.38' C —	⑪ I 281°-38' R 50.00' T — A 249.37' C —	⑫ I 50°-49' R 17.63' T 8.50' A 15.86' C 15.35'
⑬ I 48°-30' R 23.00' T 10.45' A 13.86' C 29.60'	⑭ I 277°-54' R 50.00' T — A 268.54' C —	⑮ I 39°-00' R 551.47' T 155.23' A 373.37' C 360.17'	⑯ I 10°-10' R 2192.01' T 178.80' A 356.46' C 356.15'
⑰ I 38°-10' R 642.01' T 222.11' A 471.66' C 419.80'			

NOTE:
This subdivision contains 2,185.73' linear feet of street.

SIDEWALK NOTES:
 Sidewalks are required along both sides of Millwright Parkway and Lake Creek Parkway, along the west side of School House Lane and Jill Sue Court, along the South side of Wendt's Way



VILLAGE FOURTEEN AT
 ANDERSON MILL
 IN
 WILLIAMSON COUNTY, TEXAS

State of Texas
 County of Travis
 I, Jerry Brooks Hale, an authorized under the laws of the State of Texas to practice the profession of Engineering and Surveying, do hereby certify that this plat complies with Chapter 47 of the Texas Civil Statutes, is true and correct, and was prepared from an actual survey of the property made under my supervision on the ground.
 JERRY BROOKS HALE
 Texas Registration No. 33525

Plat Submittal B, Sheet 41

VILLAGE FOURTEEN AT ANDERSON MILL

BOUNDARY DESCRIPTION OF VILLAGE FOURTEEN AT ANDERSON MILL

Beginning at an iron pin found at the most Northwesterly corner of Lot 1 Block "J", Village One at Anderson Mill, a recorded subdivision in Williamson County, Texas, and being the most Northwesterly corner of this Village Fourteen herein being described. From said most Northwesterly corner the most Westerly corner of the William Frampton Survey Abstract No. 230 in Williamson County, Texas, bears N 89°57'W a distance of 6405.53' feet.

THENCE, along the most Easterly and Southerly of this Village Fourteen herein being described as follows in seven courses:

- (1) S 8°00'E, a distance of 544.00' feet to an iron pin found;
- (2) S 8°21'E, a distance of 120.52' feet to an iron pin found;
- (3) S 11°00'E, a distance of 555.00' feet to an iron pin found;
- (4) S 5°40'W, a distance of 174.14' feet to an iron pin found;
- (5) S 60°08'W, a distance of 57.8' feet to an iron pin found;
- (6) S 71°15'W, a distance of 60.55' feet to an iron pin found;
- (7) S 70°54'W, a distance of 313.9' feet to an iron pin found;

THENCE, along the East right-of-way line of Millwright Parkway the following five courses:

- (1) 356.66' feet along the arc of a curve to the right, having a radius of 2010.02' feet and a chord which bears N 13°55'W, a distance of 356.15' feet to an iron pin found;
- (2) N 8°50'W, a distance of 247.97' feet to an iron pin found;
- (3) 427.66' feet along the arc of a curve to the left, having a radius of 642.01' feet and a chord which bears N 27°55'W, a distance of 419.80' feet to an iron pin found;
- (4) N 47°00'W, a distance of 35.00' feet to an iron pin found;
- (5) N 2°00'W, a distance of 21.21' feet to an iron pin found;

THENCE, along the South right-of-way line of Lake Creek Parkway the following three courses:

- (1) N 43°00'E, a distance of 342.5' feet to an iron pin found;
- (2) 357.37' feet along the arc of a curve to the right, having a radius of 551.47' feet and a chord which bears N 67°33'E, a distance of 368.19' feet to an iron pin found;
- (3) N 82°00'E, a distance of 140.26' feet to the POINT OF BEGINNING containing 18.19 acres, more or less.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ANDERSON MILL JOINT VENTURE, A JOINT VENTURE COMPOSED OF NATIONAL HOUSING INDUSTRIES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE AND HAVING ITS HOME OFFICE IN PHOENIX, ARIZONA; LUMBERMEN INVESTMENTS CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AND HAVING ITS HOME OFFICE IN AUSTIN, TEXAS, AND SOUTHERN UNION REALTY COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AND HAVING ITS HOME OFFICES IN DALLAS, TEXAS, ACTING HEREIN BY AND THROUGH THEIR ATTORNEY IN FACT, K. M. JASTROW, II, OWNER OF THAT CERTAIN TRACT OF LAND OUT OF THE WILLIAM FRAMPTON SURVEY, ABSTRACT 230 IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO IT BY DEED OF RECORD IN VOLUME 579 AT PAGE 672 OF THE WILLIAMSON COUNTY DEED RECORDS TOGETHER WITH THE ANDERSON MILL BAPTIST CHURCH LOCATED AT 10633 LAKE CREEK PARKWAY, AUSTIN, TEXAS, ACTING HEREIN BY AND THROUGH THEIR TRUSTEE IN FACT, ERNEST W. CHAMBERS, OWNER OF THAT CERTAIN TRACT OF LAND OUT OF THE ABOVE MENTIONED SURVEY, AS CONVEYED TO IT BY DEED OF RECORDS IN VOLUME 650 AT PAGES 539 THRU 545 IN THE AFORESAID COUNTY RECORDS, DO HEREBY SUBDIVIDE 12.19 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED PLAT, SAID SUBDIVISION TO BE KNOWN AS VILLAGE 14 AT ANDERSON MILL AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED.

Witness our hands this the 19th day of October, A.D., 1977.

K. M. Jastrow, II
Attorney in Fact for Anderson Mill Joint Venture

Witness our hands this the 19th day of October, A.D., 1977.

Ernest W. Chambers
Trustee for Anderson Baptist Church

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared K. M. Jastrow, II, attorney in fact for Anderson Mill Joint Venture; and Ernest W. Chambers, Trustee for Anderson Mill Baptist Church, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this the 19th day of October, A.D., 1977.

Notary Public

STATE OF TEXAS

COUNTY OF TRAVIS

I, JERRY BROOKS HALE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 41-27 OF THE AUSTIN CITY CODE; IS TRUE AND CORRECT; AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Jerry Brooks Hale
JERRY BROOKS HALE

TEXAS REGISTRATION NO. 33925

APPROVED FOR ACCEPTANCE BY:

Richard L. Lillie
DIRECTOR OF PLANNING

JAN. 10th 1978
DATE

ACCEPTED AND AUTHORIZED FOR RECORD BY: THE PLANNING COMMISSION OF AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 10th DAY OF JANUARY, A.D., 1978.

Miguel A. Guerrero
Chairman

Secretary

Notes:

1. The P.U.E. designated herein are for the installation and maintenance of utilities and local lots and block purposes. Within these easements no excavation, fill, structures, planting, or other material shall be placed, as permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which change the direction, or retard the flow or drainage within these easements. The easement area of each lot, and the drainage ways within, shall be maintained continuously by the owner.
2. No dwelling in this subdivision shall be occupied until connected to an approved water and wastewater collection system.
3. Prior to further construction in Blk. "A" lot 23, drainage plans will be submitted to the City Engineering Department for approval.

This subdivision has been approved by the Williamson County Health Officer of one lot, which will be served by an independent wastewater treatment facility.

By: Edward J. Gaida

Date: April 12, 1977

In approving this plat by the Commissioners 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 in the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners Court of Williamson County, Texas, and said Commissioners 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 80% occupancy of the lots along the roadways and streets in the subdivision has been achieved, and all driveway drainpipes have been installed, on written permission from the County Commissioners Court assumes full responsibility for maintenance of said streets, roads and drainage facilities.

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, C. L. Chance, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes attached hereon, and the surveyor's certificate appearing hereon, that Village Fourteen at Anderson Mill, having been duly presented to the Commissioners Court of Williamson County, Texas, and said Court only considered, were 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.

Dated: Jan. 23, 1978

C. L. Chance, County Judge
Williamson County, Texas

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Dick Cervenka, County Clerk in and for said County, do hereby certify that this plat, together with its certificate of authentication was filed for record in my office on this the 23 day of January, A.D., 1978, at 10:15 A.M. in the Plat Records of said County in Book 11, Page 442. Recorded this the 23rd day of January, A.D., 1978, at 2:00 P.M.

Witness my hand and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By: Dick Cervenka

Deputy

DICK CERVENKA, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS.



HALE AND ASSOCIATES, INC.
ENGINEERS PLANNERS
AUSTIN, TEXAS

C8-77-17