

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS
REGARDING RECREATIONAL FACILITIES

This Declaration of Easements and Restrictive Covenants Regarding Recreational Facilities (this "Declaration") is executed this 17th day of June, 2011, RH of Texas Limited Partnership, a Maryland limited partnership ("Declarant").

RECITALS

WHEREAS, Declarant is presently the owner of that certain 0.714 acre tract of real property located in Travis County, Texas and more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Declarant wishes to grant the Owners (defined below) an easement to and from and over and across the Easement Property for use as an amenity area for recreational purposes;

WHEREAS, Declarant has constructed a swimming pool, amenity center and related facilities (collectively, the "Facilities") on the Easement Property for the use of the owners of lots and units in North Lakeway Village Section 3 (defined below), North Lakeway Village Section 6 (defined below) and the Pinnacle at North Lakeway Condominiums (defined below);

WHEREAS, Declarant, as the current owner of the Property agrees that restrictive covenants regarding the use and maintenance of the Facilities should be imposed on the Property; and

WHEREAS, such covenants shall inure to the benefit of each of the owners of the Lots and Units (defined below) and their heirs, executors, representatives, successors and assigns, as mutual equitable servitudes and easements, and this Declaration shall run with the land, encumbering the Easement Property;

WHEREAS, the Condominium Association, the Section 3 Association, and the Section 6 Association (defined below), may in the future enter into a "License Agreement" setting forth the terms for the use, maintenance, funding and operation of the Easement Property

NOW, THEREFORE, it is hereby declared that the Easement Property be subject to the following covenants, conditions and restrictions which shall run with the Easement Property and shall be binding upon all parties having right, title, or interest in or to such portion of the Easement Property or any part, their heirs, successors, and assigns and shall inure to the benefit of each Owner (defined below). Each contract, deed or conveyance of any kind conveying all or a portion of the Easement Property 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 in full or by reference in said contract, deed or conveyance.

EASEMENT AND RESTRICTIVE COVENANTS

1. Definitions:

1.1. The Condominium: All of the land and individual condominium units presently included in and that may at any time be annexed into that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Pinnacle at North Lakeway Condominiums, recorded at Document No. 2009013843, Official Public Records of Travis County, Texas (the "Condominium Declaration").

1.2. Easement Area: The property covered by the easement granted herein is described in Exhibit "A" attached hereto and incorporated herein by reference, as well as that portion of San Remo Blvd. that lies between Roberto Drive and Clara Van Drive as shown on the Condominium Declaration.

1.3. Lot: Any platted single family lot within any portion of the Property.

1.4. North Lakeway Village Section 3: All of the land and individually platted residential lots within the North Lakeway Village Section 3 Subdivision according to the map or plat recorded at Document No. 200700037, Official Public Records of Travis County, Texas.

1.5. North Lakeway Village Section 6: All of the land and individually platted residential lots within the North Lakeway Village Section 6 Subdivision according to the map or plat recorded at Document No. 200700038, Official Public Records of Travis County, Texas.

1.6. Occupant: Any Person, from time-to-time, entitled to the use and occupancy of any portion of the Property under any lease, sublease, license, concession or other similar agreement.

1.7. Owner: The owner of any platted residential lot or condominium unit within the Property. For purposes hereof, any lessee or tenant of all or any portion of a Parcel shall be deemed an Owner of such Parcel (except as otherwise expressly provided herein).

1.8. Parcel: Each portion of the Property, including each of the Lots and Units, owned by a different Owner, including each individually platted residential lot and condominium unit.

1.9. Permittee: All Owners, Occupants, visitors, guests, invitees and licensees of Owners and Occupants.

1.10. Property: All of the land within North Lakeway Village Section 3, North Lakeway Village Section 6, and the Condominium.

1.11. Unit: Any platted condominium unit within the Condominium.

2. Easement Purpose. The purpose of the easement is to provide a pool, amenity center and park space to be used by the Owners of the Lots and Units within Section 3, Section 6 and

the Condominium for recreational purposes (the "Easement Purpose").

3. Grant of Easement. Declarant, as the fee owner of the Easement Property, hereby GRANTS, and CONVEYS to the Owners a nonexclusive, perpetual easement, together with all and singular the rights and appurtenances belonging in any way to the easement, over, upon and across the Easement Property for the Easement Purpose described in Section 2 above (the "Easement"). Declarant agrees to warrant and forever defend, all and singular, the Easement and rights against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Declarant, but not otherwise, except as to the reservations, exceptions and restrictions stated in Sections 4 and 6 below.

4. Reservations and Exceptions. The grant of the Easement by Declarant is subject to the following reservations and exceptions:

4.1. Reserved Rights. Declarant reserves the right to continue to use and enjoy the Easement Property in combination with its fee ownership of lots or land within the Property, including, but not limited to, (i) the use of the Easement and the recreational facilities for inclusion in impervious cover calculations, and other development rights associated with the Project; (ii) the installation, maintenance and repair of utility lines required to provide utility service, including but not limited to water, wastewater and electricity, to the Project; and (iii) the construction, operation, use, maintenance and repair of any necessary drainage, water detention or water quality facilities related to the Project.

4.2. Right of Conveyance. Declarant reserves the right to annex the Easement Property into the Condominium and subject the Easement Property to the Condominium Declaration, subject to this Easement and the terms hereof.

4.3. License Agreement. It is presently contemplated that the Pinnacle at North Lakeway Condominium Association, Inc., the North Lakeway Village Homeowners Association, Inc., and the North Lakeway Village Section 6 Homeowners Association, Inc., shall enter into a "License Agreement" for use of the pool, amenity center and park facilities on the Easement Property. For so long as such License Agreement remains in effect, the terms, conditions, duties and obligations set forth therein shall be binding upon and shall govern the rights, duties and obligations of the beneficiaries under this Declaration. To the extent of any conflict between the License Agreement and this Declaration, the License Agreement shall control. Specifically, the terms of the License Agreement shall control with respect to the operation, maintenance and management of the Facilities, and the creation of rules and regulations designed for the funding and day-to-day management and use of the Facilities. Further, to the extent that the License Agreement requires payment of a license fee by any Owner or beneficiary of this Easement, such license fee is permitted and may be enforced, so long as such fee is reasonable.

5. Successors and Assigns. This Declaration is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns where not prohibited by this Declaration. All references to "Declarant" and "Grantees" shall be understood to include the successors and assigns of such parties. Declarant shall be released of its duties and obligations with respect to the Easement upon the conveyance or conversion of its fee ownership of the Property, and such duties and obligations shall thereafter be assumed by the grantee thereof or

Declarant's successor(s) in interest.

6. Restrictions. The Easement granted herein is subject to the following restrictions:

6.1. The Easement created under this Declaration is non-exclusive.

6.2. An Owner's rights under the Easement may be denied or refused for a breach or violation of the terms of this Declaration, the License Agreement, or a breach of any other declaration affecting the Property applicable to such Owner, until such breach or violation is cured or brought into compliance.

7. Maintenance of Facilities. In the event that the License Agreement is terminated, Declarant or its successor(s) shall be responsible for maintenance of the Facilities, including regular removal of litter, debris and obstructions, hours of operation, policing and controlling nuisance.

8. Assessments. Owners of Lots and Units may be assessed for the use of the Easement Property and Facilities as permitted under the applicable declaration of restrictive covenants for each section of the Property, including the Condominium Declaration. Assessments may be provided for under the terms of the License Agreement. In the event that the License Agreement is terminated, both Lot and Unit Owners may be assessed as reasonably necessary by their applicable owners association for use of the Easement Property and Facilities based on a prorata calculation, including all residential Lots and Units within the Property.

9. Miscellaneous.

9.1. Equitable Rights of Enforcement. This Easement may be enforced by Declarant or any Lot or Unit Owner by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefitted by this Declaration; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

9.2. Choice of Law. This Declaration will be construed under the substantive laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Travis County, the county in which the Easement Property is located.

9.3. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Declaration does not preclude pursuit of other remedies in this Declaration or provided by law.

9.4. Legal Construction. If any provision in this Declaration is for any reason unenforceable, the unenforceability will not affect any other provision hereof, and this Declaration will be construed as if the unenforceable provision had never been a part of the Declaration. Whenever the context requires, the singular will include the plural and the neuter include the masculine or feminine gender, and vice versa. Articles and section headings in this Declaration are for reference only and are not intended to restrict or define the text of any section. This Declaration will not be construed more or less favorably between the parties by reason of authorship or origin of language.

9.5. Grammatical Construction. When the context requires, singular nouns and pronouns include the plural.

9.6. Notices. Any notice or communication required or permitted hereunder will be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, and addressed to the intended recipient at the address shown and, if not shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner will be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered in the same manner. All notices, demands and requests hereunder shall be addressed as follows:

If to Declarant: RH of Texas Limited Partnership
 Attn: Margaret Young
 1101 Arrow Point Drive #101
 Cedar Park, Texas 78613

With a copy to: Southwest Management Services
 Attn: Bonnie Carlisle
 PO Box 342585
 Austin, Texas 78734

10. Amendment. This Declaration may be modified or amended by a written instrument executed by Declarant, its successor(s) or assigns and filed of record in the Real Property Records of Travis County, Texas without the joinder of any other party; provided that any such amendment shall not, without the consent of the Owner of any affected Parcel (i) materially impair any Owner's rights to enforce the terms of this Declaration; or (ii) impose any additional material construction, alteration or maintenance obligation not set forth herein that is not consistent in any material respect with the maintenance obligations of any Occupant under any lease or other occupancy agreement entered into by Declarant.

11. Assignment of Declarant's Rights. The Declarant shall have the right at any time, in its sole discretion, to assign all or any portion of its rights and obligations as Declarant hereunder to a property owner's association created by Declarant to assume the right and obligations of Declarant, or any board of directors thereof, by filing for record in the Real Property Records of Travis County, Texas, a written Assignment of Declarant's Rights executed by Declarant and the


assignee, stating (a) the name and contact information of the assignee, and (b) the scope of the rights and obligations being assigned to and assumed by such assignee.

IN WITNESS WHEREOF, the undersigned have executed the foregoing instrument as of the date first above written.

DECLARANT:

RH OF TEXAS LIMITED PARTNERSHIP,
a Maryland limited partnership

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

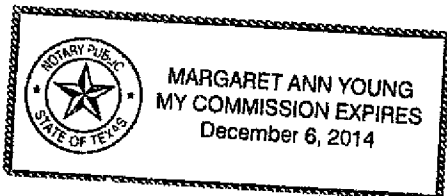
By: 
Name: Dominic M. Long
Title: Asst. V.P.

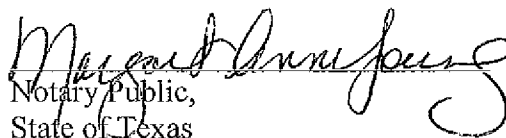
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Williamson §

BEFORE ME, a Notary Public, on this day personally appeared Dominic M. Long, Asst VP 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 limited partnership.

GIVEN UNDER MY HAND AND SEAL of office this 17 day of June, 2011.




Notary Public,
State of Texas

AFTER RECORDING, RETURN TO:

RH of Texas Limited Partnership

Attn: Margaret Young

1101 Arrow Point Drive, Suite 101

Cedar Park, Texas 78613



EXHIBIT A

Windrose Land Services Austin Ltd

4120 Commercial Center Drive, Suite 300

Austin, Texas 78744

Phone (512) 326-2100 Fax (512) 326-2770

Professional Surveying Services

LEGAL DESCRIPTION

BEING A TRACT OR PARCEL OF LAND CONTAINING 0.714 ACRE (31,080 SQ. FT.) OF LAND, OUT OF THE B. K. STEWART SURVEY NO. 84, ABSTRACT NO. 2476, LOCATED IN TRAVIS COUNTY TEXAS, AND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO RH OF TEXAS, LIMITED PARTNERSHIP BY DEED RECORDED IN DOCUMENT NO. 2005220702, T.C.O.P.R., SAID TRACT OF LAND BEING, LOT 1, BLOCK "A" OF NORTH LAKEWAY VILLAGE SECTION 2, A RECORDED SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 200700099, T.C.O.P.R., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS SHOWN HEREIN ARE BASED ON SAID RECORDED PLAT OF NORTH LAKEWAY VILLAGE, SECTION 2)

BEGINNING AT A FOUND CAPPED $\frac{1}{2}$ " IRON ROD IN THE NORTH RIGHT-OF-WAY LINE OF LOMBARDIA DRIVE (50' R.O.W.), SAME BEING AT THE END OF A CURVE TO THE RIGHT IN THE NORTHEAST LINE OF NORTH LAKEWAY VILLAGE SECTION 3, A RECORDED SUBDIVISION IN TRAVIS COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 200700037, T.C.O.P.R., SAME BEING IN THE SOUTHWEST LINE OF SAID LOT 1, BLOCK "A", FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

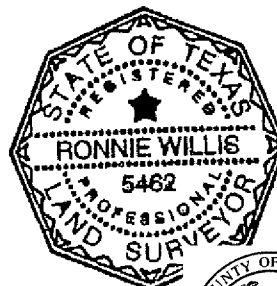
THENCE LEAVING THE SOUTH LINE OF SAID LOT 1, BLOCK "A" AND ENTERING INTO AND ACROSS SAID LOT 1, BLOCK "A" THE FOLLOWING FOUR (4) COURSES:

1. NORTH 57°56'40" EAST, A DISTANCE OF 166.70' TO A SET $\frac{1}{2}$ " IRON ROD CAPPED (WINDROSE AUSTIN) AT THE BACK OF CURB IN THE CURVING SOUTH LINE OF ROBERTO DRIVE (PRIVATE STREET) BEING A PART OF SAID LOT 1, BLOCK "A", SAID CURVE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 370.00';
2. WITH SAID CURVE TO THE LEFT 122.12', SUBTENDING A CENTRAL ANGLE OF 18°54'41", WHOSE CHORD BEARS SOUTH 43°03'45" EAST, A CHORD DISTANCE OF 121.57' TO A SET $\frac{1}{2}$ " IRON ROD CAPPED (WINDROSE AUSTIN) AT THE INTERSECTION OF THE SOUTH LINE OF SAID ROBERTO DRIVE AND THE WEST LINE OF SAN REMO BOULEVARD (PRIVATE STREET) BEING A PART OF SAID LOT 1, BLOCK "A", AND BEING AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00';
3. WITH SAID CURVE TO THE RIGHT 34.57', SUBTENDING A CENTRAL ANGLE OF 79°13'43", WHOSE CHORD BEARS SOUTH 10°48'26" EAST, A CHORD DISTANCE OF 31.88' TO A SET $\frac{1}{2}$ " IRON ROD CAPPED (WINDROSE AUSTIN) AT THE BACK OF CURB IN THE WEST LINE OF SAID SAN REMO BOULEVARD;
4. SOUTH 27°57'15" WEST WITH THE BACK OF CURB ON THE WEST SIDE OF SAID SAN REMO BOULEVARD, A DISTANCE OF 111.88' TO A SET $\frac{1}{2}$ " IRON ROD CAPPED (WINDROSE AUSTIN) IN THE SOUTHERLY MOST NORTH LINE OF SAID NORTH LAKEWAY VILLAGE SECTION 3, AND BEING A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID SAN REMO BOULEVARD AS SHOWN ON THE RECORDED PLAT OF SAID NORTH LAKEWAY VILLAGE SECTION 3, SAME BEING IN THE SOUTH LINE OF SAID LOT 1, BLOCK "A";

THENCE WITH THE COMMON LINE OF SAID NORTH LAKEWAY VILLAGE SECTION 3 AND SAID LOT 1, BLOCK "A", NORTH LAKEWAY VILLAGE SECTION 2, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 62°00'25" WEST, A DISTANCE OF 9.52' TO A FOUND CAPPED $\frac{1}{2}$ " IRON ROD;
2. SOUTH 27°59'35" WEST, A DISTANCE OF 7.50' TO A FOUND CAPPED $\frac{1}{2}$ " IRON ROD AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00';
3. WITH SAID CURVE TO THE RIGHT A DISTANCE OF 42.09', SUBTENDING A CENTRAL ANGLE OF 96°27'22", WHOSE CHORD BEARS SOUTH 76°13'15" WEST, A CHORD DISTANCE OF 37.29' TO A FOUND CAPPED $\frac{1}{2}$ " IRON ROD AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00';
4. WITH SAID CURVE TO THE RIGHT A DISTANCE OF 193.62', SUBTENDING A CENTRAL ANGLE OF 26°06'11", WHOSE CHORD BEARS NORTH 42°29'58" WEST, A CHORD DISTANCE OF 191.95' TO THE PLACE OF BEGINNING AND CONTAINING 0.714 ACRE (31,080 SQ. FT.) OF LAND, AS SURVEYED ON THE GROUND ON APRIL 30, 2010.

RONNIE WILLIS, TEXAS R.P.L.S. #5462
MAY 20, 2011
JOB #18618



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 22 2011 11:27 AM

FEE: \$ 44.00 2011090174