

11-GF# 100998 BKH
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701



AFTER RECORDING RETURN TO:

Robert D. Burton
Armbrust & Brown, PLLC
100 Congress Ave., Suite 950
Austin, Texas 78701



TRV

6 PGS

2010139965

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
MUELLER COMMUNITY FEE

Travis County, Texas

Master Declarant: **CATELLUS AUSTIN, LLC**, a Delaware limited
liability company

Cross reference to that certain Mueller Master Community Covenant, recorded as Document No. 2004238007, in the Official Public Records of Travis County, Texas, as amended, and that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas and that certain Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas.

**THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
[MUELLER – COMMUNITY FEE]**

This Third Amendment to Declaration of Restrictive Covenants [Mueller – Community Fee] (the “**Amendment**”) is made by CATELLUS AUSTIN, LLC, a Delaware limited liability company (the “**Master Declarant**”), and is as follows:

RECITALS

A. The Master Declarant previously executed and recorded that certain Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006050355, in the Official Public Records of Travis County, Texas, as amended by that certain First Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006117412, in the Official Public Records of Travis County, Texas and that certain Second Amendment to Declaration of Restrictive Covenants – Mueller Community Fee, recorded as Document No. 2006193525, in the Official Public Records of Travis County, Texas (the “**Community Fee Covenant**”).

B. Pursuant to *Section 3(b)* of the Community Fee Covenant, the Community Fee Covenant may currently be amended by: (i) majority vote of the Board of Directors of the Mueller Master Community, Inc., a Texas non-profit corporation (the “**Board**”); and (ii) written consent of the Master Declarant.

C. The Master Declarant and the Board now desire to amend the Community Fee Covenant, as provided hereinbelow, and have executed this Amendment for purposes of evidencing their consent hereto.

NOW, THEREFORE, the Community Fee Covenant is hereby amended and modified as follows:

1. **Waivers**. Section 4 is hereby added to the Community Fee Covenant and provides as follows:

4. **Waivers**. The Master Association, acting by and through its Board of Directors, shall be authorized and empowered, in its sole and absolute discretion, and upon such terms and conditions as the Board of Directors may determine, to grant to one or more Transferors a waiver from the otherwise applicable requirement hereunder to pay the Community Fee. To be effective, the grant of waiver must be in writing and executed by an authorized representative of the Master Association and approved by: (i) a majority of the Board of Directors of the Master Association; and (ii) for a period of sixty (60) years following the date of initial recording of this Declaration, the Master Declarant or its successors or assignees. Upon granting such waiver, no

Community Fee shall be due and payable upon the conveyance from the Transferor having received the waiver to its Transferee.

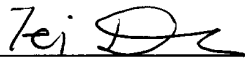
The grant of a waiver as provided herein shall be personal to the Transferor to whom it was granted, shall apply only to the specific conveyance(s) for which the waiver was granted, and in no event shall the grant of a waiver act to exempt any further conveyances from the requirement hereunder to pay the Community Fee. Further, any grant of a waiver hereunder shall not operate to waive or amend any of the terms and provisions of the Community Fee Covenant for any purpose except as set forth in the waiver and shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Community Fee Covenant.


2. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Community Fee Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Community Fee Covenant remain in full force and effect as written.

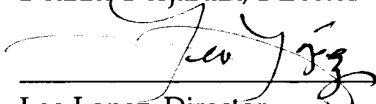
EXECUTED to be effective the 20th day of September, 2010.

SIGNATURES APPEAR ON FOLLOWING PAGE

The following signatures represent a majority of the seven (7) member Board of Directors of the Mueller Master Community, Inc.:


Fei Dai, Director

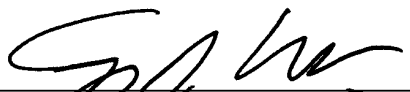

Deanne Desjardin, Director


Leo Lopez, Director


Vanessa McCann, Director

CONSENT PROVIDED PURSUANT TO
SECTION 3(b) OF THE COMMUNITY FEE
COVENANT:

CATELLUS AUSTIN, LLC, a Delaware
limited liability company

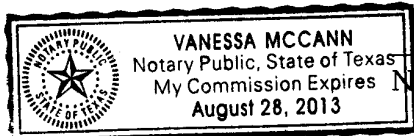
By: 
Printed Name: GREGORY J. WEBER
Title: M.D.

ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of Sept., 2010 by Fei Dai, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)

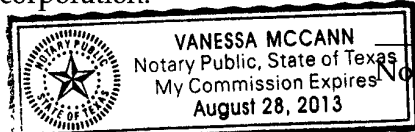


Vanessa McCann
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of Sept., 2010 by Deanne Desjardin, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)

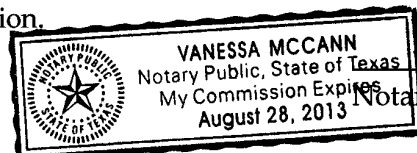


Vanessa McCann
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of Sept., 2010 by Leo Lopez, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)



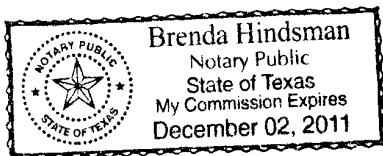
Vanessa McCann
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of September, 2010 by Vanessa McCann, Director of Mueller Master Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

(seal)

[Signature]
Notary Public Signature

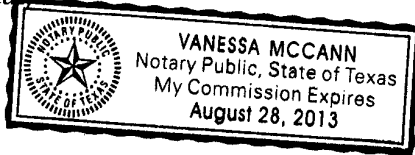


THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 22 day of Sept., 2010
by Gregory J. Weaver Managing Director of Catellus Austin, LLC, a Delaware limited liability
company, on behalf of said limited liability company.

Vanessa McCann
Notary Public Signature

(seal)



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 22, 2010 03:36 PM

2010139965

SCOTTR: \$36.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS