



AFTER RECORDING RETURN TO:

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MUELLER SUPPLEMENTAL COVENANT

MIXED-USE COMMUNITY

Travis County, Texas

[MUELLER HOUSE, LOTS 17-21, BLOCK 73, AND LOTS 3-7, BLOCK 75, SECTION
IX]

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

Cross Reference to Mueller Master Community Covenant, recorded as Document No. 2004238007, Official Public Records of Travis County, Texas, as amended, Mueller Mixed-Use Community Covenant, recorded as Document No. 2004238009, Official Public Records of Travis County, Texas, as amended, and Mueller Design Book, recorded as Document No. 2005193821 in the Official Public Records of Travis County, Texas, as amended. The terms and provisions of the aforementioned documents will also apply to the property made subject to this supplemental covenant.

MUELLER MIXED-USE COMMUNITY – SUPPLEMENTAL COVENANT

[Mueller House, Lots 17-21, Block 73, and Lots 3-7, Block 75, Section IX]

This Mueller Mixed-Use Community Supplemental Covenant (the “**Supplemental Covenant**”) is made by **CATELLUS AUSTIN, LLC**, a Delaware limited liability company (the “**Master Declarant**”), and is as follows:

RECITALS

A. Pursuant to that certain MCC Annexation Notice, recorded in the Official Public Records of Travis County, Lots 17-21, Block 73, and Lots 3-7, Block 75, all out of Mueller Section IX Subdivision, a subdivision (the “**Subdivision**”) located in Travis County, Texas, according to the map or plat (the “**Plat**”) recorded as Document No. 201500193 in the Official Public Records of Travis County, Texas is subject to the terms and provisions of that certain Mueller Master Community Covenant, recorded as Document No. 2004238007 in the Official Public Records of Travis County, Texas, as amended (the “**Master Covenant**”), and that certain Mueller Mixed-Use Community Covenant, recorded as Document No. 2004238009, in the Official Public Records of Travis County, Texas, as amended (the “**Mixed-Use Covenant**”). The term “**Property**” as used in this Supplemental Covenant only pertains to Lots 17-21, Block 73, and Lots 3-7, Block 75.

B. Pursuant to *Section 7.02* of the Mixed-Use Covenant, Master Declarant may record one or more supplemental covenants applicable to all or a portion of the property which is made subject to the Mixed-Use Covenant and designate the use, classification and such additional covenants, conditions and restrictions as Master Declarant may deem appropriate for such property. Pursuant to *Section 1.5* of the Master Covenant, the City of Austin must consent to any supplemental covenant which contains covenants, restrictions, conditions, limitations and/or easements affecting all or any portion of the Community. The City of Austin hereby consents to this Supplemental Covenant by its execution of this instrument in the space provided below. To the extent required by the Governing Documents, this Supplemental Covenant will be considered an amendment to the Master Covenant.

C. Master Declarant is the owner of the Property and desires to carry out a uniform plan for the improvement and development of the Property for the benefit of the present and all future owners thereof.

D. Master Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Property to the covenants, conditions, and restrictions set forth in this Supplemental Covenant for the benefit of the Property, and each owner thereof, which shall be in addition to the covenants, conditions, and restrictions set forth in the Master Covenant and the Mixed-Use Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which shall run with the Property and shall be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Supplemental Covenant shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant and the Mixed-Use Covenant.

ARTICLE I DEFINITIONS

Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Supplemental Covenant are used and defined as they are used and defined in the Master Covenant. References herein to the “**Reviewer**” shall refer to the “**New Construction Council**” or “**Modification Committee**”, both as defined in the Master Covenant, as applicable. Whether the New Construction Council or Modification Committee has jurisdiction over a particular approval will be determined as set forth in the Master Covenant.

ARTICLE II GENERAL RESTRICTIONS

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

2.01 Master Design Guidelines. Pursuant to *Chapter 5* of the Master Covenant, all terms and provisions of the Master Design Guidelines, commonly referred to as the “Mueller Design Book”, as amended, shall apply to construction on any portion of the Property until such time as the Master Design Guidelines are modified, amended, or restated in accordance with *Chapter 5* of the Master Covenant.

2.02 Permitted Uses. Dwelling Units within the Property are considered “Mueller Houses” as described in the Mueller Design Book. The Property may be used solely for residential condominium purposes including any use or amenity for the benefit of the condominium unit Owners within the general common elements of the condominium regime. The Property may not be used for any other purposes without the prior written consent of the Master Declarant, which consent may be withheld by the Master Declarant in the Master Declarant’s sole and absolute discretion, or may be conditioned in any manner by the Master Declarant, in the Master Declarant’s sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Unit, except an Owner or occupant of a Dwelling Unit may conduct business activities within a

Dwelling Unit so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the Dwelling Unit; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Unit, sound, or smell from outside the Dwelling Unit; (iv) the business activity does not involve door-to-door solicitation of residents within the Community; (v) the business does not, in the judgment of the Board of Directors of the Master Association (the "**Master Board**"), generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Dwelling Units in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community as may be determined in the sole discretion of the Master Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

2.03 Utility Lines. Unless otherwise approved in accordance with *Chapter 5* of the Master Covenant, no utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

2.04 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Property unless approved in accordance with *Chapter 5* of the Master Covenant.

2.05 Garages. Each Dwelling Unit within the Property must contain a private, enclosed garage capable at all times of housing at least one (1) automobile. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Reviewer. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening into a garage must be to the rear alley or side alley (if a side of the Unit is adjacent to an alley), and must be approved in advance by the Reviewer. The exterior side of each garage that faces the alley must contain two (2) outdoor lights facing the alley. The parking of vehicles in the yard of any Unit is prohibited.

2.06 Porches. Unless otherwise approved in advance by the Reviewer, each Unit must comply with the porch specifications and requirements set forth in the Mueller Design Book.

2.07 Fences; Sidewalks. No fence shall be constructed on the Property without the prior written consent of the Reviewer. All fencing constructed on a subdivided lot or common element within the Property must be constructed of a material, design and height and in a location approved in advance of construction by the Reviewer. The Reviewer has the authority to require the construction of rear and side yard fencing on any subdivided lot, common element, or Unit and to require that such fencing be constructed in accordance with specifications promulgated by the Reviewer. The Owner of each Unit or subdivided lot shall construct, at such Owner's sole cost and expense and prior to occupying any Dwelling Unit, a sidewalk on such Owner's Unit, subdivided lot or common element, located and designed in conformance with the Plat and/or specifications promulgated by the Reviewer.

2.08 Building Materials. All building materials must be approved in advance by the Reviewer. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

2.09 Condominium Regime. Any condominium regime filed or proposed to be filed for the Property must comply with the Governing Documents and all applicable governmental requirements, including but not limited to Chapter 82 of the Texas Property Code, commonly known as the "Texas Uniform Condominium Act."

2.10 Rentals. No portion of the Property may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but a condominium unit may be leased for residential purposes. Notwithstanding the foregoing, the maximum number of persons who may occupy a Dwelling Unit is one more than the number of bedrooms in the Dwelling Unit; provided, however, that two persons per bedroom may occupy a Dwelling Unit if the occupants qualify for familial status protection under the Fair Housing Act. All leases shall be in writing. The Owner must provide to its lessee copies of the Governing Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Master Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire Dwelling Unit.

2.11 Driveways. The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Reviewer. The Reviewer may establish design and materials requirements for all driveways and driveway culverts to insure that they are consistent in appearance throughout the Property.

2.12 Compliance with Setbacks. Unless otherwise approved in advance by the Reviewer or set forth herein, setbacks on each subdivided lot must comply with the setback requirements set forth in the Mueller Design Book.

2.13 Impervious Cover Limitation. Unless otherwise approved in advance by the Reviewer, the impervious cover of any subdivided lot within the Property shall not exceed 75% of the total surface area of the subdivided lot. "Impervious Cover" for the purpose of this section means the definition set forth in Land Development Code of the City of Austin. To the extent of a conflict between this *Section 2.13* and the Mueller Design Book, this *Section 2.13* shall control. Each Owner is advised that exceeding the impervious cover allocated to a particular subdivided lot within the Property WITHOUT the advance written approval of the Reviewer may require the removal of the excess impervious cover at the Owner's sole cost and expense. In addition, exceeding the impervious cover allocated to a subdivided lot within the Property WITHOUT the advance written approval of the Reviewer will constitute a violation of the terms and provisions of the Governing Documents which, in addition to any other remedy for violation of the Governing Documents, may result in a fine levied against the Owner(s) of the Unit or subdivided lot within the Property.

2.14 Address Markers. The location, design and materials used for address identification markers on each subdivided lot must be approved in advance of installation by the Reviewer. The Reviewer may require each subdivided lot to have a second address marker located on the Dwelling Unit's exterior wall that faces an alley.

2.15 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a Dwelling Unit or on the roof of any Dwelling Unit, unless otherwise approved in advance by the Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a Dwelling Unit or at any other location where it would be visible from any street, any other Unit or any Master Community Facilities or Special Common Area. All HVAC units must be screened with either (i) structural screening to match the exterior of the Dwelling Units or (ii) landscaping, as approved by the Reviewer.

2.16 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

- (i) inside the garage of the Dwelling Unit; or
- (ii) Behind the Dwelling Unit in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Unit.

The Reviewer shall have the right to specify additional locations on each Owner's Unit in which trash containers or recycling bins must be stored.

2.17 Height. The maximum building height of any Dwelling Unit may be no more than forty feet (40') measured in accordance with the methodology set forth in the City of Austin's Land Development Code. To the extent allowed under applicable law, the Reviewer

shall have the right to grant variances or adjustments to the maximum building height requirements set forth herein or in the Mueller Design Book.

2.18 Landscaping. Each Owner shall be required to install landscaping upon such Owner's Unit or subdivided lot within the Property in accordance with landscaping plans approved in advance of installation by the Reviewer. Notwithstanding any provision in this Supplemental Covenant to the contrary, such landscaping plans must be approved by the Reviewer prior to the first occupancy of Dwelling Unit located on the Unit or subdivided lot to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Reviewer shall be installed, and all such landscaping shall be completed, no later than the date the certificate of occupancy is issued for the Dwelling Unit on a particular Unit, unless approved in advance by the Reviewer. The Reviewer or its assigns shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree removal and replacement.

Each Owner will be responsible, at such Owner's sole cost and expense, for installing and maintaining an automatic irrigation system to serve the landscaped areas of a subdivided lot or Unit's front yard, side yards visible from adjacent streets or alleys, and alley-landscaped areas (the "**Yard Landscape Area**"). Any dispute as to whether a side yard is visible from an adjacent street or alley or what constitutes a front yard, side yard or alley-landscaped area for purposes of this section shall be determined by the Reviewer, in its sole discretion. The automatic irrigation system must be approved in advance by the Reviewer or must comply with rules and regulations established by the Reviewer with respect to the location and installation of the irrigation system. The automatic irrigation system must also comply with all rules and regulations: (i) set forth in the Texas Water Code; (ii) adopted by the Texas Commission on Environmental Quality; and (iii) adopted by the City of Austin. Each Owner shall further ensure that the automatic irrigation system does not cause excessive run-off onto adjacent streets or sidewalks and must maintain in good working order the automatic irrigation system's irrigation pipes, valves, heads, and controller. The obligations imposed by this section with respect to a particular subdivided lot within the Property can be discharged by a condominium association established by a condominium regime imposed upon such subdivided lot. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's Yard Landscape Area, such failure will constitute a violation of this Supplemental Covenant and the Board will cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor will be personally liable to the Master Association for all costs and expenses incurred by the Master Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Master Association, such costs and expenses (plus interest on such costs and expense from the date of demand until paid at the maximum lawful rate, or if there is no such

maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Unit(s). Any such amounts assessed and chargeable against a Unit hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Unit(s). EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE MASTER ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE MASTER ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 2.18 (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE MASTER ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE MASTER ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.19 Owner's or Condominium Association's Obligation to Maintain Street Landscape Area. Each Owner or condominium association will be responsible, at such Owner's or condominium association's sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the landscaping, including trees, in good order and repair and in a safe, clean and attractive condition, and maintaining, repairing and replacing the irrigation system, in good order and repair and in a safe, clean and attractive condition, between the boundary of such Owner's Unit or the condominium regime imposed on a subdivided lot and the curb (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area is undertaken by the Master Association by written resolution executed by a majority of the Board. Maintenance by the Owner or condominium association will also include, without limitation, ensuring: (i) that the irrigation system does not leak or cause excessive run-off (as determined by the Board) onto adjacent streets or sidewalks; and (ii) that the landscaping, including trees, does not cause visual or physical obstructions (as determined by the Board) of adjacent streets or sidewalks. Failure to maintain the ST Landscape Area as required hereby on a timely basis (as determined by the Board), or as directed from time to time by the Board, will constitute a violation of this Supplemental Covenant. In the event of a violation, the Board may cause the landscaping, including trees, and the irrigation system, to be maintained, modified or replaced in a manner determined by the Board, in its sole and absolute discretion. If the Board maintains, modifies or replaces any landscaping, including trees, or the irrigation system in the ST Landscape Area, the Owner or condominium association otherwise responsible therefor will be personally liable to the Master Association for all costs and expenses incurred by the Master Association for effecting such work. If such Owner or condominium association fails to pay such costs and expenses upon demand by the Master Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be

assessed against and chargeable to the Owner's Unit(s). No landscaping, including trees, or any portion of the irrigation system may be removed from or installed within the ST Landscape Area without the advance written consent of the Reviewer. Pursuant to Section 3.01(a) of the Master Association Bylaws, the Board may delegate any of its duties hereunder to an agent or management company. Any such amounts assessed and chargeable against a Unit or subdivided lot within the Property hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Unit(s). EACH SUCH OWNER OR CONDOMINIUM ASSOCIATION WILL INDEMNIFY AND HOLD HARMLESS THE MASTER ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE MASTER ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 2.19 (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE MASTER ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE MASTER ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.20 Exterior Material Requirements; Foundation Shielding. All materials used for the construction of the exterior of a Dwelling Unit must be approved in advance by the Reviewer. Exposed portions of the foundation on each front elevation and side elevation shall not exceed twenty four inches (24") above the finished grade, and when more than twelve inches (12") of the foundation on each front elevation and side elevation is exposed, the Owner must submit a proposed design to be approved in advance by the Reviewer to cover such exposure.

2.21 Roofing. The composition, color and style of all roof materials shall be expressly approved by the Reviewer and shall comply with the Mueller Design Book. The pitch of the primary roofing surface, excluding accessory porches, must be a minimum of 6:12 and a maximum of 9:12 unless otherwise approved in advance by the Reviewer.

2.22 Swimming Pools. Swimming pools are prohibited.

2.23 Retaining Walls. Each Owner who acquires a Unit with the intent of constructing a Dwelling Unit thereon (i.e., a homebuilder) for sale to a third-party shall be obligated, at its sole cost and expense, to construct any retaining wall which may be required by the Reviewer to be constructed on such Owner's Unit. Any retaining wall proposed to be constructed within the Property shall be constructed in accordance with specifications set forth by the Reviewer, and shall in any case be approved in advance by the Reviewer.

2.24 Concrete Truck Clean-Out Site. Each Owner who is a homebuilder may designate a Unit owned by such Owner (the "Clean-Out Site") for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Unit. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 2.24*, the Master Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Master Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Master Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Unit(s). Any such amounts assessed and chargeable against a Unit hereunder will be secured by the liens reserved in the Master Covenant for Assessments and may be collected by any means provided in the Master Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Unit(s).

2.25 Prohibited Structures. Accessory buildings and structures, including greenhouses, cabanas, sheds, storage buildings, guest houses, and tents of a permanent nature are prohibited unless approved in advance by the Reviewer.

2.26 All-Terrain Vehicles. No all-terrain vehicles will be allowed to operate on any roads or trails within the Community, except for emergency purposes or in areas specifically designated for such purposes by the Master Association. Motorcycles may be used on roads within the Community only for transportation to and from a dwelling and shall be operated in a quiet manner.

2.27 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes may be parked or placed on any Unit or used as a Dwelling Unit, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles may be parked on or near any Unit so as to be visible from adjoining property or from public or private thoroughfares at any time. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Reviewer shall be permitted.

2.28 Basketball Goals; Permanent and Portable. Permanent basketball goals which are mounted on the Dwelling Unit are permitted if the location, design, and materials are approved in advance of installation by the Reviewer. Permanent pole-mounted basketball goals are not permitted. Neither permanent nor portable basketball goals are permitted in any street right-of-way. Portable basketball goals must be stored in the rear of the Unit or inside the garage of the Unit from sundown to sunrise. Basketball goals must be properly maintained and

painted, with the net in good repair. The Reviewer reserves the right, but will have no obligation, to approve all portable basketball goals prior to being placed on any Unit.

2.29 Antennae. Antennae and satellite dishes may only be installed pursuant to the provisions of *Sections 2.08* and *2.09* of the Mixed-Use Covenant.

2.30 Sanitation. Each structure designed for occupancy will connect with sanitation facilities as are made available from time to time by the applicable utility service supplier. No septic tanks or drainfields shall be permitted on any Unit.

2.31 On Street Parking. On-street parking is subject to rules and regulations adopted from time to time by the Declarant during the Development and Sale Period or the Master Board, with the Declarant's consent during the Development and Sale Period. Such rules may include the adoption of a parking permit system. In the event a parking permit system is adopted, to the extent of any conflict between the terms and provisions of the parking permit system and any rules previously adopted by the Declarant or the Master Board, as applicable, regarding parking, the terms and provisions of the parking permit system will control.

2.32 Recreational Facilities. No tennis court, playscape, "sport court", or other recreational facility may be constructed on any Unit without the advance written approval of the Reviewer. The Reviewer shall have the right to approve in advance the location and materials to be used in the construction of any recreational facility, and may approve or deny the installation of such facility in its sole and absolute discretion. The Reviewer may condition its approval of any recreational facility based upon the erection or installation of screening. In no circumstance or event, unless otherwise approved by the Reviewer, shall any approved recreational facility be illuminated.

2.33 Outside Burning. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Reviewer shall be permitted. No Owner will permit any condition upon such Owner's Unit which creates a fire hazard or is in violation of fire prevention regulations.

2.34 Lighting. All exterior lighting of any Unit and the Improvements constructed thereon will be subject to regulation by the Reviewer.

2.35 Obstructions. There will be no obstruction of any walkways or bike paths or interference with the free use of those walkways and paths except as may be reasonably required in connection with repairs. The Owners, their families, tenants, guests and invitees are granted nonexclusive easements to use the walkways and paths within the Property, subject to the rules adopted by the Master Board from time to time.

2.36 Camping. No camping will be allowed within the Community. The foregoing restriction is not intended to prohibit camping of a small number of individuals in the yard of

the Dwelling Unit. The Master Board, in its discretion, may ban or permit public assemblies and rallies within the Community.

2.37 Town Center Disclosure. Pursuant to that certain Amendment to Notice to Purchasers of Property and Tenants within Mueller recorded as Document No. 2012130161 of the Official Public Records of Travis County, Texas, certain disclosures were provided to Owners related to the Town Center. The Property is in close proximity to the Mueller Town Center. The development of Town Center and the construction activities occurring thereon will create noise, dust, traffic disruption, and general inconvenience to Owners within the Property, as well as guests, patrons, employees and invitees to the Property. Additionally, the Town Center will contain a number of uses which may include but not be limited to restaurants and bars, which include live and recorded amplified music, commercial businesses, office space, multifamily units, retail space/shops, hotels, cinema/movie theater, a live theater, a children's museum, medical facilities, outdoor music venues, outdoor markets, outdoor street events, street closures for events, and/or other uses allowed by zoning and other applicable laws, which uses will produce increased traffic and pedestrian activities around the Property. Certain portions of uses within the Town Center may have hours of operation 24 hours a day, 365 days per year. Improvements within the Town Center may be up to 100' tall, and may include outdoor decks, patios, and rooftop terraces. Views from the Property are neither protected nor guaranteed.

2.38 Urban Rail Disclosure. Pursuant to that certain Amendment to Notice to Purchasers of Property and Tenants within Mueller recorded as Document No. 2012130161 of the Official Public Records of Travis County, Texas, certain disclosures were provided to Owners related to urban rail. Owners are hereby further advised that an urban rail line may be constructed in close proximity to Units. In the event an urban rail line is constructed on or near the Property, construction activities related thereto will create noise, dust, traffic disruption, and general inconvenience to Owners, as well as their guests and invitees.

2.39 No Warranty of Enforceability. Master Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Supplemental Covenant. Any Owner acquiring a portion of the Property in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring such portion of the Property, agrees to hold Master Declarant harmless therefrom.

ARTICLE III GENERAL PROVISIONS

3.01 Term and Termination. This Supplemental Covenant will be effective for a minimum of 21 years from the date it is recorded. Notwithstanding any provision in this Supplemental Covenant to the contrary, after 21 years, this Supplemental Covenant will be extended automatically for successive 10-year periods unless at least 67% of the then Owners subject to the Master Covenant sign a document stating that this Supplemental Covenant is

terminated and that document is recorded within the year before any extension. In such case, this Supplemental Covenant will terminate on the date specified in the termination document. If any provision of this Supplemental Covenant would be unlawful, void, or voidable by reason of any rule restricting the period of time that covenants can affect title to property, that provision will expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

3.02 Amendment.

(a) By the Master Declarant. The Master Declarant may unilaterally amend this Supplemental Covenant if such amendment is necessary: (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination with which it is in conflict; (ii) to enable any reputable title insurance company to issue title insurance coverage on any Unit or portion of the Mixed-Use Community; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency, including, for example, the Department of Housing and Urban Development. In addition, during the Development and Sale Period, the Master Declarant may unilaterally amend this Supplemental Covenant for any other purpose. However, any amendment under this paragraph will not adversely affect the title to any Unit unless the Owner of such Unit consents in writing.

(b) By Owners. Except as otherwise specifically provided above and elsewhere in this Supplemental Covenant, this Supplemental Covenant may be amended only by the affirmative vote or written consent, or any combination thereof, of: (i) the Owners representing 67% of the total votes in the Mixed-Use Association; (ii) a majority of the Master Board; and (iii) the Master Declarant during the Development and Sale Period.

3.03 Validity and Effective Date. No amendment may directly or indirectly remove, revoke, or modify the status of, or any right or privilege of the Master Declarant without the written consent of the Master Declarant (or the assignee of such right or privilege). If any Owner consents to any amendment to this Supplemental Covenant, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment will become effective upon recordation unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment will be presumed to have been validly adopted. In no event will a change of conditions or circumstances operate to amend any provision of this Supplemental Covenant.

3.04 Interpretation. The provisions of this Supplemental Covenant will be liberally construed to effectuate the purpose of creating a uniform plan for the Community and operation of the Community, provided, however, that the provisions of this Supplemental

Covenant will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Master Declarant other than the Property. This Supplemental Covenant will be construed and governed under the laws of the State of Texas.

3.05 Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner of a Unit, at such Owner's own expense, Master Declarant, the Master Association, and the Mixed-Use Association will have the right to enforce all of the provisions of this Supplemental Covenant. The Master Association and the Mixed-Use Association may initiate, defend or intervene in any action brought to enforce any provision of this Supplemental Covenant. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof.

(b) Every act or omission whereby any provision of this Supplemental Covenant is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Unit (at such Owner's own expense), Master Declarant, the Master Association, or the Mixed-Use Association.

(c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Supplemental Covenant and subject to all of the enforcement procedures set forth herein.

(d) The failure to enforce any provision of this Supplemental Covenant at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Supplemental Covenant.

3.06 Construction. The provisions of this Supplemental Covenant will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular. All captions and titles used in this Supplemental Covenant are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

3.07 Assignment of Master Declarant's Rights. Notwithstanding any provision in this Supplemental Covenant to the contrary, Master Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Supplemental Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

SIGNATURES APPEAR ON FOLLOWING PAGES

EXECUTED to be effective the 2nd day of May, 2016.

MASTER DECLARANT:

CATELLUS AUSTIN, LLC, a Delaware limited liability company

By: 

Printed Name: Gregory J. Weaver

Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2nd day of May, 2016, by Gregory J. Weaver, Executive Vice President of Catellus Austin, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[SEAL]





Notary Public Signature

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGE

CONSENT PROVIDED PURSUANT TO SECTION 1.5 OF THE MASTER COVENANT AND
ACKNOWLEDGMENT THAT THIS SUPPLEMENTAL COVENANT SATISFIES THE TERMS
OF PARAGRAPH 3 OF THE SPECIAL WARRANTY DEED FROM THE CITY OF AUSTIN TO
CATELLUS AUSTIN, LLC, FILED SIMULTANEOUSLY HERewith IN THE OFFICIAL
PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS:

THE CITY OF AUSTIN, a Texas home rule
city and municipal corporation

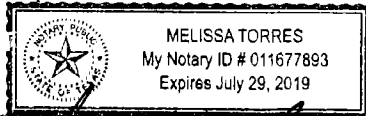
By: Lauraine Rizer
Lauraine Rizer, Officer, Office of Real Estate Services

Date: May 2, 2016

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2 day of May, 2016,
by Lauraine Rizer, Officer, Office of Real Estate Services of the City of Austin, a municipal
corporation, on behalf of said municipal corporation.

[SEAL]



Approved as to content:

By: Kevin Johns
Kevin Johns
City of Austin Economic Development
Department

Melissa Torres
Notary Public Signature

Approved as to form:

By: Clark Cornwell
Clark Cornwell
Assistant City Attorney

11-GF# 201600116 ALF
RETURN TO: HERITAGE TITLE
101 CONGRESS AVE., STE.1500
AUSTIN, TEXAS 78701

4830-1888-6699v.3 48749-3 4/11/2016

16



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

May 04 2016 10:23 AM

FEE: \$ 86.00 2016068623