

TRACT 7
RESUBDIVISION OF TRACT 3E OF THE
RESUBDIVISION OF TRACT 3 OF
RIVER CREEK SUBDIVISION
VOL. 8, PGS. 111-113



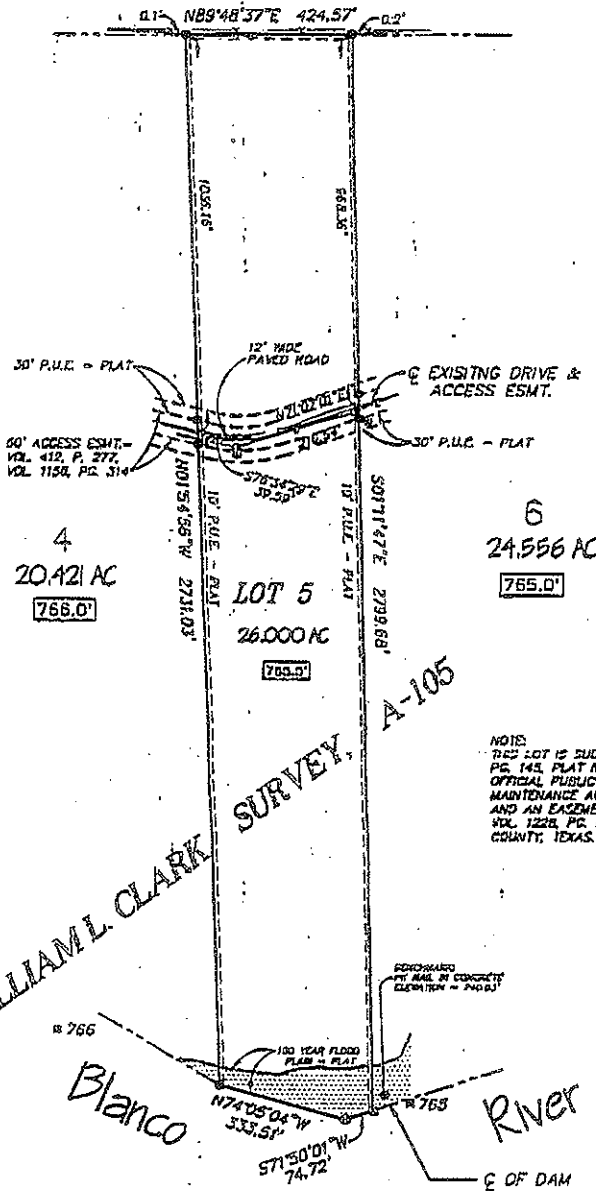
SCALE 1"=300'



1" = 300'

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR SET
- COTTON GIN SPINDLE FOUND
- CALCULATED POINT = INUNDATED
- 60# NAIL FOUND
- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.C. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- P.O. POWER POLE
- OVERHEAD ELECTRIC LINE
- POW. CHY
- (DIRE.-DIST.)
- 766 FLOOD PLAIN ELEVATIONS



NOTES:
THIS LOT IS SUBJECT TO RESTRICTIVE COVENANTS AND EASEMENTS IN VOL. 7, PG. 145, PLAT RECORDS OF HAYS COUNTY, TEXAS, AND VOL. 1228, PG. 38, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND IS SUBJECT TO ROAD MAINTENANCE AGREEMENTS IN VOL. 1228, PG. 66, AND VOL. 1264, PG. 137, AND AN EASEMENT AND PARTIAL RELEASE OF EASEMENT DESCRIBED IN SAID VOL. 1228, PG. 66 OF THE DEED AND OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



TO THE OWNERS, VENDORS AND

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT PORTIONS OF THE PROPERTY DESCRIBED HEREON ARE LOCATED IN ZONES "A" & "B" AND ARE WITHIN A 100 YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, PANEL 48200C 0180 C, EFFECTIVE 2-18-88.

James E. Garon
REGISTERED PROFESSIONAL LAND SURVEYOR

8-11-1998
DATE

G.P. NO. 98-4606



JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS

2312 Western Trails Blvd.
Dildg, D. Salla 404
Austin, Texas 78745
(512) 707-8087
Fax (512) 707-1848

1008 Chestnut Street
Bastrop, Texas 78002
(512) 303-4183
(512) 321-2218
Fax (512) 707-1848

REFERENCE CLIO ARMITAGE HARPER, III

ADDRESS

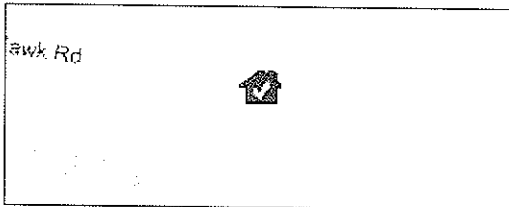
LEGAL DESCRIPTION LOT 5, ESTRELLITA ESTATES, VOL. 7, PGS. 145-146, PLAT RECORDS OF HAYS COUNTY, TEXAS

FILE C:\JAIME\98DHC\35298 FIELD BOOK 230/26, 231/28

Property Detail Report

Subject Property

**1900 Red Hawk Rd
Wimberley, TX 78676
Hays County**



Owner Info:

Owner Name : **Armitage Family Lp**
Tax Billing Address : **801 W 38th St #300**
Tax Billing City & State : **Austin TX**

Tax Billing Zip : **78705**
Tax Billing Zip+4 : **1169**

Location Info:

School District : **Wimberley ISD**
MLS Area : **HW**
Subdivision : **Estrellita Estates**
Census Tract : **108.02**
Census Block : **6**

Flood Zone Panel : **4803210360F**
Panel Date : **09/02/2005**
Flood Zone Code : **X**
Lot : **5**
Legal Description : **Estrellita Estates Lot 5**
26.00 Ac

Carrier Route : **R002**

Tax Info:

Parcel ID : **1128300000005008**

Tax Appraisal Area : **GHA**

Assessment & Tax.

Assessment

Assessment Year :	2007	2008	2009
Assessment Type :	Certified	Certified	Certified
Mkt Value - Total :	\$508,180	\$1,099,040	\$1,206,550
Mkt Value - Land :	\$508,180	\$1,099,040	\$1,206,550
Assd Value - Total :	\$1,800	\$2,000	\$1,880
Yr-to-Yr Assd Value			
Change (\$) :		\$200	-\$120
Yr-to-Yr Assd Value			
Change (%) :		11.1%	-6.0%

Tax

Jurisdiction	Tax Year	Tax Amount	Chg (\$)	Chg (%)	Tax Rate
Total Tax - Est. :	2007	\$32			
Total Tax - Est. :	2008	\$36	\$4	12.6%	
Total Tax - Est. :	2009	\$34	-\$2	-5.5%	1.794300
Wimberley Esd #3 :		\$1			0.057400
Wimberley Fire Hays Co Esd :		\$1			0.035000
#4					
Hays County :		\$8			0.418100
Special Road Dist :		\$1			0.051100
Wimberley Isd :		\$23			1.232700

Characteristics:

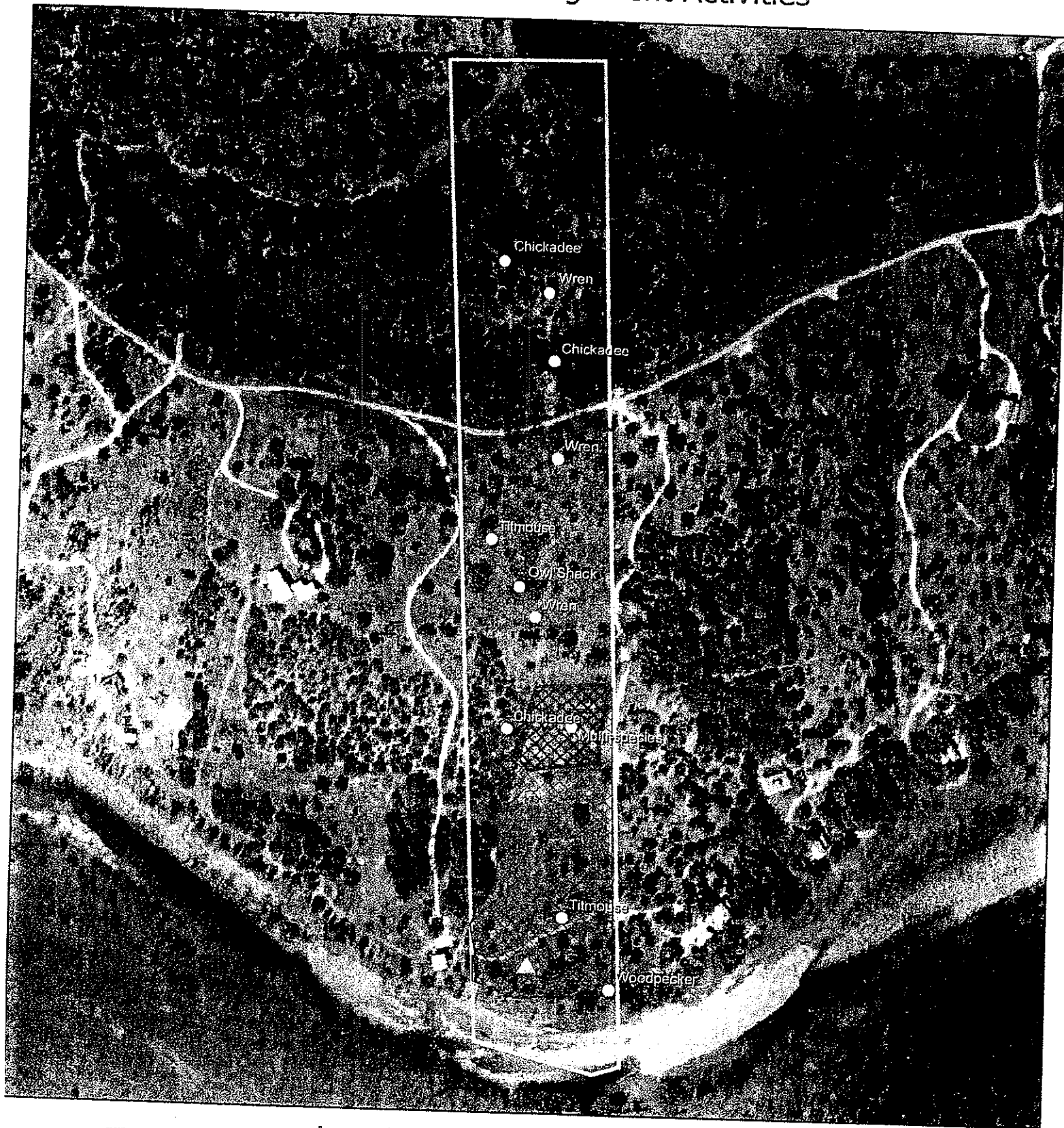
Universal Land Use : **Agricultural Land**
Lot Acres : **26**

County Land Use : **Acreage- Ag & Timberland**

Sales History:

Sale/Settlement Date :	08/27/1998	08/22/1998
Nominal :	Y	
Buyer Name :	Harper Clio A & Ruth Llp	Harper Clio A Iii
Seller Name :	Harper Clio A Iii	Water Properties Dev

Armitage Family LP 2007 Wildlife Management Activities



Legend

Platform Turkey Feeder

Nest Boxes



Range Enhancement



Fire Ant Control

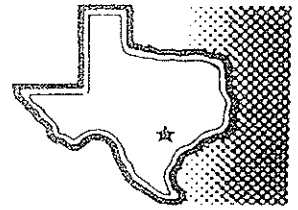
Property Boundary

Plateau



1" equals 350 Ft.

Hays
Central
Appraisal
District



512 • 268 • 2522 ■ Lex Word Building ■ 21001 N IH35 ■ Kyle, Texas 78640 ■ Fax 512 • 268 • 1945

[Armitage Family LP
801 W. 38th St., Suite 300
Austin, TX 78705

]

Date: October 25, 2007

[

]

WILDLIFE MANAGEMENT INFORMATION ACCEPTED

RE:HCAD PROPERTY ID#(s) R70892 – 26.00 acres

The information you submitted on your 2007 wildlife management activities has been received and accepted. Around September 2008 you will receive a letter of notice of inspection which will include the activities for the years 2007 & 2008.

We thank you for your information and prompt response.

If you have any questions please call.

See you soon!

Thanks again,
KayBeth Williams, Agricultural Appraiser



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 1900 RED HAWK RD.
WIMBERLEY, TX 78676

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area lies in a "V-Zone" or "A-Zone" as noted on flood insurance rate maps. Both V-Zone and A-Zone areas are areas with high risk of flooding. The V-Zone is the area of highest risk.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas; and
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.
 - (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
 - (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.

- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters;
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the Property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

You are encouraged to:

- (1) **inspect the property for all purposes, including compliance with any ground floor enclosure requirement;**
- (2) **review the flood insurance policy (costs and coverage) with your insurance agent; and**
- (3) **contact the building permitting authority if you have any questions about building requirements or compliance issues.**

Receipt acknowledged by:

Signature _____

Date _____

Signature _____

Date _____



TEXAS ASSOCIATION OF REALTORS®
GENERAL INFORMATION AND NOTICE TO A BUYER

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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Be an informed buyer. Make sure that the property you want to purchase meets your needs. The following information may assist you during your purchase.

ANNEXATION. If the property you buy is outside the limits of a municipality, you should be aware that the property may later be annexed by a nearby municipality. You may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

APPRAISAL. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. You may work with the broker or with one of the broker's agents. You will be provided a form titled "Information About Brokerage Services" (TAR 2501) which defines agency relationships. The agent may help you locate a property and is obligated to *negotiate* the transaction. The agent may assist you in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. You are encouraged to seek the assistance of an attorney to help you understand any of the legal consequences and provisions of your contract or transaction.

ENVIRONMENTAL CONCERNS.

General. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

Environmental Inspections. If you are concerned that environmental hazards, wetlands, or endangered species may be present on the property you wish to buy, you should hire a qualified expert to inspect the property for such items. You may include a promulgated addendum (TAR 1917) in your contract that may address such matters.

Lead-Based Paint. If you buy a property that was built before 1978, federal law requires that you be provided with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TAR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TAR 2507) which discusses mold in more detail.

Noise. Properties around the property you may buy are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). You are encouraged to drive and review the area around any property in which you are interested at various times and days.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If you are concerned about such matters, have the trees and other plants inspected by a professional of your choice.

EXPANSIVE SOILS. Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if you buy a property that is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. Check with your inspector and other experts on preventive methods that you can follow to minimize the risk of such movement.

FLOOD HAZARD AREAS, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. The Texas Association of REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TAR 1414), which discusses flood hazard areas and floodways in more detail. You are encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If you are concerned whether the property you wish to buy is located in such a district, contact the local government for specific information.

INSPECTION, REPAIRS, & WALK-THROUGH.

Inspections. You are encouraged to have the property you want to buy inspected by licensed inspectors of your choice. You should have the inspections completed during any option period. You should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If you request names of inspectors or repair professionals from your agent, you should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. You and the seller should resolve, in writing, any obligation to complete repairs you may request before the option period expires.

Walk-Through. Before you close the sale, you should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, notify your agent before you close.

MANDATORY OWNERS' ASSOCIATIONS. The property you buy may require you to be a member in one or more owners' associations. You may obtain copies of any deed restrictions and owners' association rules from the county clerk, the title company you use in the transaction, or the owners' association. If membership in an owners' association is required, you will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

MINERAL INTERESTS: Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or a part of the mineral interests. The Texas Association of REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TAR No. 2509) which discusses this issue in more detail.

MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, other real estate professionals, and the appraisal districts) have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides you with information from the MLS does not verify the accuracy of the information. You should independently verify the information in the MLS and not rely on the information.

POSSESSION. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds*. Sometimes there is a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. You may need to verify with the lender if the loan will fund on the day of closing. You should also take this potential delay into account when planning your move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, contact your insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. The Texas Association of REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TAR 2508), which discusses property insurance in more detail.

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If you request names of residential service companies from your agent, you should note that the agent is not making any representation or warranty about the service company.

SCHOOL BOUNDARIES. School boundaries may change and are, at times, difficult to determine. The school boundaries that your agent may provide to you or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. You are encouraged to verify with the school district which schools residents in the property will attend.

SEPTIC TANKS AND ON-SITE SEWER FACILITIES. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TAR 1407) for more information. You should also determine if the county requires any registration or other action in order for you to begin using the septic system or on-site sewer facility.

SEX OFFENDERS AND CRIMINAL ACTIVITY. If you are concerned about sex offenders who may reside in the area in which you are buying, access www.txdps.state.tx.us. Contact the local police department to obtain information about any criminal activity in the area.

SQUARE FOOTAGE. If you base your purchase price on the size of the property's building and structures, you should have any information you receive about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

STATUTORY TAX DISTRICTS. The property you buy may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). You are likely to receive a prescribed notice when buying property in such a district.

SURVEY. A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. You should obtain a survey early enough in the transaction to help you identify any encroachments, encumbrances to title, or restrictions. Your contract will typically contain a provision under which you may obtain or be provided with a survey and the right to object to encumbrances to title disclosed in the survey.

SYNTHETIC STUCCO. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property you wish to buy has synthetic stucco, ask your inspector to carefully inspect the siding and ask your inspector any questions you may have.

TAX PRORATIONS. Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

TERMINATION OPTION. Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. You will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. You must strictly comply with the time period under the option. The option period is not suspended or extended if you and the seller negotiate repairs or an amendment. If you want to extend the option period you must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. Do not rely on any oral extensions.

TIDE WATERS. If the property you buy adjoins any of the state's tidal waters, you will be given a prescribed notice titled, "Addendum for Coastal Area Notice" (TAR 1915) at the time you sign a contract. Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Canal, you will receive a separate notice (TAR 1916).

TITLE INSURANCE OR ABSTRACT OF TITLE. You should obtain a title insurance policy or have an abstract of title covering the property examined by your attorney. If you obtain a title insurance policy, you should have the commitment of title insurance reviewed by your attorney not later than the time required under your contract.

UTILITIES. You should evaluate what utilities you will require and check to be sure that the utilities available in the area suit your needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

WATER WELLS. If the property you buy has a water well, you should have, and the lender may require, the equipment inspected and water tested. You should also determine if the county requires any registration or other action in order for you to begin using the water well.

OTHER.

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

Broker's Printed Name

Buyer Date

By: _____
Broker's Associate's Signature Date

Buyer Date

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



(TAR-2501) 1/1/96

RE/MAX Wimberley, REALTORS 12111 Ranch Road 12 Wimberley, TX 78676

Phone: 512.848.6612

Fax: .

Allison AJ Harwood

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www.zipLogix.com

01A

TREC No. OP-K

Page 1 of 1

1900 RED HAWK

NOTICE REGARDING OAK WILT IN CENTRAL TEXAS

ADDENDUM TO EARNEST MONEY CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

THERE MAY BE OAK WILT ON THE PROPERTY THAT YOU ARE ABOUT TO PURCHASE

OAK WILT is one of the most destructive tree diseases in the United States. The disease has killed more than 1 million trees in Central Texas. Oak wilt is caused by the fungus *Ceratocystis fagacearum*. The spores of the fungus invade and clog the tree's water conducting system, call xylem.

Oak wilt has been found in over 60 counties and in almost every city in Central Texas. It can be a problem wherever live oaks tend to be the predominate tree. It does not matter whether they are transplanted or naturally grown. An individual tree's age, size or previous health status does not make it more or less likely to contract or die from oak wilt.

Live Oaks die in the greatest numbers, most often in expanding areas called Oak Wilt Centers. Red Oaks are the most susceptible. They typically die within 2-4 weeks of symptom appearance. Common red oaks are Spanish, Texas, Shumard, Pin, and Blackjack. White oaks are least susceptible. Very few have been identified with oak wilt in Texas. They generally survive for a number of years with the disease. Common White Oaks – Post, Bur, Chinkapin, Monterrey.

OUR EXPERTISE:

- We cannot make representations or guarantees because we are not trained in identifying the condition of trees and their diseases and have no expertise in the area of plant diseases.

THEREFORE, WE RECOMMEND:

- That you take whatever other measure you feel is necessary to satisfy yourself about the condition of the property and its surroundings.
- That you accompany the inspectors and other experts during their inspections and ask any questions you have about the property.

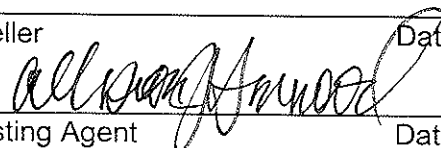
Other Information: If you are concerned or desire additional information, you may call your County Agricultural Extension Service, or if you have access to the internet, go to <http://www.texasoakwilt.org/>

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Listing Agent  _____ Date _____

Buyer's Agent _____ Date _____

57

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS
LONE MAN CREEK H00308**

1228 028

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT WHEREAS, Lone Man Creek II, hereinafter called "Declarant," is the owner of all that certain real property located in Hays County, Texas, described as ESTRELLITA ESTATES, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 7, Pgs 145-146, Hays County Plat Records.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD and CONVEYED subject to this Declaration of Easements, Covenants, Conditions and Restrictions for the purpose of protecting the value, desirability and attractiveness of, and which shall run with, the real property, and any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described herein above shall hereinafter be referred to and known as ESTRELLITA ESTATES, which shall hereafter be subject to the following:

A. LAND USE

1. All Lots in ESTRELLITA ESTATES, are restricted to use for single-family residential purposes only, except for one lot to be designated by Declarant for placement of a sales office. No signs shall be placed on any part of these residential lots indicating a commercial or non-residential use thereof. One (1) detached guest quarters of a minimum floor space of one thousand (1000) square feet may be constructed on any tract provided it is built in conjunction with, or after the main dwelling is constructed. All other single-family residences constructed on the lot must meet the minimum floor space as set out in Paragraph No. 6A. No more than a total of two (2) main dwellings and one (1) guest quarters shall be constructed on any tract.

2. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include horses, chickens, and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, be permitted all of which are expressly prohibited, except animals for 4-H or FFA purposes. If any member of an owner's family is under the age of nineteen (19) and is a bonafide member of a 4-H Club or Future Farmers of America Club, then one animal per each member (but not in excess of three) shall be permitted for the purpose of raising such animal for competition or as part of a club

1228 029

project, provided, however, that (1) such animal shall be kept in a sightly pen or other enclosure, (2) the lot shall be kept clean and in a sanitary and odorless condition, and (3) the animal shall be removed from the lot upon completion of the competition or club project. Chickens (no guinea fowl or pea fowl) shall be permitted provided their number is limited to three (3) per acre. Shelter for these animals shall not be visible from the road, a minimum of fifty feet (50') from the side property line, and neatly maintained. Exotic Game shall be allowed upon the property, with the exception of those that would affect the health, safety, and/or welfare of any of the land owners within the subdivision. Any and all animals, including household pets, require appropriate fencing to confine them to their lot. No animal shall be permitted until this appropriate fencing is completed.

3. No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles, machinery, or other unsightly storage of personal property be permitted.

4. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

5. No hunting shall be permitted on any lot.

6. No residence shall be erected on any part of said property or building site having less than eighteen hundred (1800) square feet of floor space livable area in main building with one-half (1/2) thereof of masonry construction, with exception of Log homes which will not require one-half (1/2) of masonry construction.

a. Building set back lines shall be a guide to locating the house and varies as to location. This line is not meant to encourage all houses to be aligned but to retain the estate concept and place houses away from the roadway. It is encouraged for building sites to be a minimum of one hundred (100') feet from the front property line which adjoins any roadway.

b. No building shall be located on any lot or tract less than fifty (50') feet from front property line, no less than twenty-five (25') feet from side property line. No structure shall be located nearer than fifty (50') feet to any side street. Barns and out buildings must be built to the rear of the main house or within one hundred (100') feet of back property line.

c. A. No campers, buses, boats or recreational vehicles of any type shall be permitted on front one-half (1/2) of the lot or be visible from the roadway. No structure other than fencing shall be permitted closer than twenty-five (25') feet from any side property line.

7. All buildings erected on the premises shall be of new construction and materials. No buildings or portion of building of old material may be moved into said subdivision.

8. It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. The entire exterior walls of all dwelling units or other buildings hereafter constructed must be completed within one year after the commencement of work thereon or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the word "completed", is also meant the finishing of all such exterior walls.

9. No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body for compliance purposes hereunder.

10. No tents or campers, trailers or other vehicles shall be used on any of the property for residential purposes, on a temporary or permanent basis. No pre-manufactured modular trailer, or any other structure, not built on site shall be permitted. No Jim Walters type of home

or other comparable types of homes shall be permitted.

1228 030

11. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in disposable containers.

12. No structures used for storage purposes shall be erected or placed upon any parcel which will be visible from any roadways. All such structures shall be neatly maintained.

13. No re-subdivision of any tract shall be permitted without written approval from the declarant and the appropriate county agency.

14. ESTRELLITA ESTATES has a five (5) year cattle lease with Robert W. Mayo, who will maintain the exterior fencing in return for the grass lease for his cattle. Any owner of any tract of land who elects not to have livestock grazed upon his property under the existing five (5) year cattle lease or any future lease of Declarant upon the subdivision, will need to fence off his property. Any change of use of property could result in a rollback tax which will be the responsibility of lot owner unless it is caused by Declarant.

15. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon said property. No exploratory work may be performed upon, above or under the property.

B. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are located in a strip thirty (30') feet in width adjacent to the sixty (60') foot road easement, as shown on the plat of the subdivision and a ten (10') foot easement along all the property lines of each tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Owner. Any owner who purchases two or more contiguous tracts shall have the right to abandon the interior lot line easement or easements provided that the utility companies do not foresee a need for the easement. Also, there will be an equestrian/walkway easement within the sixty (60') foot road easement. Horses will not be allowed to roam the easement unaccompanied or to be tied up in the easement without the consent of the adjacent land owner for a period exceeding eight (8) hours.

All lot owners in Estrellita Estates will be subject to the terms and conditions of a road maintenance agreement.

F. MISCELLANEOUS

1. If, through error or oversight or mistake, any owner of a parcel or land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way

1228 031

affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.

2. Declarant hereby retains the right, in the furtherance of the uniform plan for the development of such property as a residential neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property imposed by this instrument, provided Declarant, in the exercise of its best judgment and discretion, is of the opinion that any such amendment or variances would enhance the plan for the development of such property, save trees or utilize a better building site.

3. The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise of said land whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any parcel of such land, shall thereby agree to the covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Hays County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any parcel of land.

4. The restrictive covenants and use limitations herein published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of twenty (20) years unless by a vote of the owners of two-thirds (2/3rd) of the property herein described, taken prior to the expiration of said twenty (20) years and filed for record in the Deed Records of Hays County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said land. The same percentage shall be required to amend these restrictions, with the exception that Declarant reserves the right to amend this instrument and grant variances as set out in Paragraph No. F2 above.

5. It is expressly understood that the undersigned, its successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof which remedy however shall not be exclusive and the undersigned, its successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

1228 032

Witness our hands the 20 day of May, 1996

Lone Man Creek II

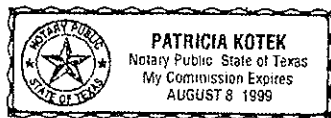
By: E.F. Romano
E.F. Romano III

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 20 day of May, 1996
by E.F. Romano III, agent for Lone Man Creek II.



Patricia Kotek
NOTARY PUBLIC, State of Texas

Patricia Kotek
(print or stamp name of Notary)
My commission expires 8-8-99

COUNTY CLERK'S
I hereby certify that this instrument was FILED on
the 20th day of May, 1996 at 11:21:09 A.M. and was duly
RECORDED in the Public Records of Hays County, Texas, at which time I received RECORDING
FEE of \$17.00.

MAY 20 1996



Margie T. Villalpando
COUNTY CLERK
HAYS COUNTY, TEXAS

Doc# 400308
Pages: 5
Date : 05-20-1996
Time : 11:21:09 A.M.
Filed & Recorded in
Official Records
of Hays County, TX.
MARGIE T. VILLALPANDO
COUNTY CLERK
Rec. \$ 17.00

Estrellita Management
PO B 607
Wimberley 78676

HCAC-W
Special #23

Doc 01020613 Bk OPR Vol 1863 Pg 36

HCAC
12403
8/17/01
pg 8

**AMENDMENT NO. 1 TO THE DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
ESTRELLITA ESTATES**

THE STATE OF TEXAS

COUNTY OF HAYS

The undersigned, representing at least 2/3rds of the property owners of lots within Estrellita Estates pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions recorded in Volume 412, Page 277, Hays County Real Property Records, hereby amend said Declaration as follows:

B. EASEMENTS. The second paragraph which currently reads "All lot owners in Estrellita Estates will be subject to the terms and conditions of a road maintenance agreement", is hereby amended to read as follows: "All lot owners in Estrellita Estates will be subject to the terms and conditions of the Amendment and Merger of Road Maintenance Agreements for Red Hawk Road, recorded in Volume 1666, Pages 640-658, Hays County Official Public Records". Any prior road agreements affecting Estrellita Estates are hereby superseded by this agreement to participate in the Amendment and Merger of Road Maintenance Agreements for Red Hawk Road, and in the event of a conflict between the terms of the Amendment and Merger of Road Maintenance Agreements for Red Hawk Road and any prior road maintenance agreement, the Amendment and Merger of Road Maintenance Agreements for Red Hawk Road will control.

David Welp
2050 Red Hawk Rd
Wimberley TX 78676

APPROVAL OF AMENDMENT BY OWNERS

Name(s) of Owner(s): CAL & MAGGI CAHILL

Estrellita Lot number: 2

By signing below, I cast, for myself and for any co-owner of the property described above, one vote, to which I am (or we are) entitled, as owners of that property, to express my (or our) approval of the Amendment of Declaration of Covenants, Conditions and Restrictions, to which this Approval is attached for the purposes described therein.

Executed on June 20, 2001.

Signature: [Signature]

Printed Name: CALVIN CAHILL

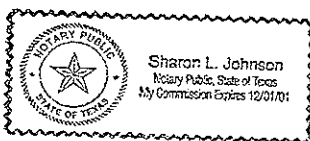
Signature: [Signature]

Printed Name: Marguerite Cahill

THE STATE OF TEXAS

COUNTY OF Daup

This instrument was acknowledged before me on June 20, 2001,
by Calvin Cahill



[Signature]
Notary Public in and for the State of Texas

APPROVAL OF AMENDMENT BY OWNERS

Name(s) of Owner(s): William E. FRISCO

Estrellita Lot number: 3

By signing below, I cast, for myself and for any co-owner of the property described above, one vote, to which I am (or we are) entitled, as owners of that property, to express my (or our) approval of the Amendment of Declaration of Covenants, Conditions and Restrictions, to which this Approval is attached for the purposes described therein.

Executed on June 25, 2001.

Signature: W E F

Printed Name: William E. FRISCO

Signature: _____

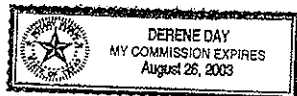
Printed Name: _____

THE STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on June 25, 2001,
by William E. FRISCO

Derene Day
Notary Public in and for the State of Texas



APPROVAL OF AMENDMENT BY OWNERS

Name(s) of Owner(s): Deborah E. & Michael W. Holyfield

Estrellita Lot number: 4

By signing below, I cast, for myself and for any co-owner of the property described above, one vote, to which I am (or we are) entitled, as owners of that property, to express my (or our) approval of the Amendment of Declaration of Covenants, Conditions and Restrictions, to which this Approval is attached for the purposes described therein.

Executed on July 17, 2001.

Signature: Deborah E. Holyfield

Printed Name: Deborah E. Holyfield

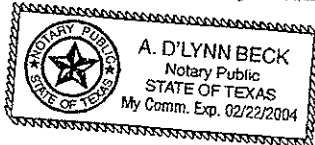
Signature: Mike Holyfield

Printed Name: Mike Holyfield

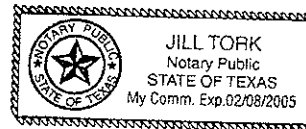
THE STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on July 17, 2001,
by DEBORAH E. HOLYFIELD Mike Holyfield



A. D'LYNN BECK
Notary Public in and for the State of Texas



APPROVAL OF AMENDMENT BY OWNERS

Name(s) of Owner(s): Tina M Millican Irrevocable Trust

Estrellita Lot number: 6

By signing below, I cast, for myself and for any co-owner of the property described above, one vote, to which I am (or we are) entitled, as owners of that property, to express my (or our) approval of the Amendment of Declaration of Covenants, Conditions and Restrictions, to which this Approval is attached for the purposes described therein.

Executed on June 25th, 2001.

Signature: Gary Millican, Trustee
Printed Name: Gary Millican

Signature: _____

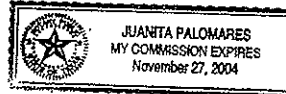
Printed Name: _____

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on June 25, 2001,
by Gary Millican

Juanita Palomares
Notary Public in and for the State of Texas



APPROVAL OF AMENDMENT BY OWNERS

Name(s) of Owner(s): Lloyd P. & Judy P. Provost
Estrellita Lot number: 7

By signing below, I cast, for myself and for any co-owner of the property described above, one vote, to which I am (or we are) entitled, as owners of that property, to express my (or our) approval of the Amendment of Declaration of Covenants, Conditions and Restrictions, to which this Approval is attached for the purposes described therein.

Executed on 25 June, 2001.

Signature: [Signature]

Printed Name: Lloyd P. Provost

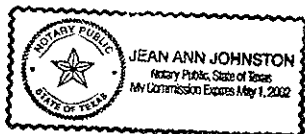
Signature: [Signature]

Printed Name: Judy P. Provost

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on June 25th, 2001,
by Lloyd P. Provost and Judy P. Provost



[Signature]
Notary Public in and for the State of Texas

APPROVAL OF AMENDMENT BY OWNERS

Name(s) of Owner(s): David W. Mary L. Welp

Estrellita Lot number: 8

By signing below, I cast, for myself and for any co-owner of the property described above, one vote, to which I am (or we are) entitled, as owners of that property, to express my (or our) approval of the Amendment of Declaration of Covenants, Conditions and Restrictions, to which this Approval is attached for the purposes described therein.

Executed on 6 August, 2001.

Signature: David W. Welp

Printed Name: David W. Welp

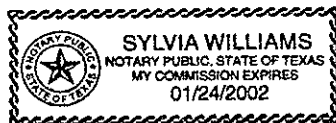
Signature: Mary L. Welp

Printed Name: Mary L. Welp

THE STATE OF TEXAS

COUNTY OF Hays

This instrument was acknowledged before me on August 6, 2001,
by David W. Welp and Mary L. Welp



Sylvia Williams
Notary Public in and for the State of Texas

Document Number: 01020613

Amount 23.00

Lee Carlisle
County Clerk
By
Bobbie Coley, Deputy
Hays County

CERTIFICATION

RED HAWK ROAD MAINTENANCE ASSOCIATION

The undersigned, Susan Nennery and Martha Nolen as President and Secretary, respectively, of the Red Hawk Road Maintenance Association, a Texas non-profit corporation, hereby certify that:

"A vote of the members of the Red Hawk Road Maintenance Association, Inc. was held and the joinder of Estrellita property owners was approved by at least two-thirds [2/3] the members, as required in accordance with the Association's governing documents."

Executed this the day of June 2, 2001.

RED HAWK ROAD MAINTENANCE ASSOCIATION

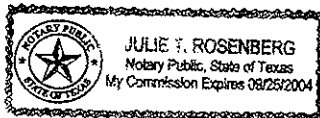
By: Susan Nennery
Susan Nennery, President

By: Martha Nolen
Martha Nolen, Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 2nd day of June, 2001, by Susan Nennery, President of the Red Hawk Road Maintenance Association, a Texas non-profit corporation, on behalf of said corporation.

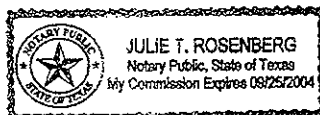


Julie T. Rosenberg
Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 2nd day of June, 2001, by Martha Nolen, Secretary of the Red Hawk Road Maintenance Association, a Texas non-profit corporation, on behalf of said corporation.



Julie T. Rosenberg
Notary Public in and for the State of Texas

1481 404

PRIVATE ROAD AGREEMENT

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS *

THIS AGREEMENT is made and entered into by and between CLIO ARMITAGE HARPER, III, hereinafter sometimes being referred to as "HARPER", and the TINA M. MILLICAN IRREVOCABLE TRUST, acting by and through its Trustee, Gary Millican, hereinafter sometimes being referred to as "THE TRUST".

WHEREAS, HARPER is the owner of Lot 5 in Estrellita Estates and THE TRUST is the owner of Lot 6 in Estrellita Estates; said Estrellita Estates being a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 7, Page 145 of the Plat Records of Hays County, Texas.

WHEREAS, said owners desire to jointly construct and maintain a "private" roadway from the existing access road, Red Hawk Road, south along the common property line to a mutually agreed point where the respective individual drives will depart the jointly owned road.

NOW THEREFORE, HARPER and THE TRUST, in consideration of the mutual benefits to be realized by each hereby agree and contract as follows:

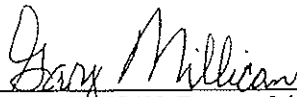
1. A road to be jointly owned and maintained will be constructed commencing on the south side of Red Hawk Road (the access road through Estrellita Estates) then south generally following the common property line between Lots 5 and 6 of Estrellita Estates to a point mutually agreed to. Such road may deviate from the exact property line to accommodate the terrain, aesthetics and/or construction requirements. Any such deviation(s) shall be considered as an accepted encroachment by the owner of the property affected, whichever and wheresoever such deviation(s) occur;
2. HARPER and THE TRUST shall first concur and agree to the final route and type of road construction prior to commencement of construction;
3. All cost of construction and maintenance of the road shall be borne equally (50/50) by the parties hereto.

The terms and conditions of this Agreement and the benefits and obligations herein provided shall enure to and being binding upon the heirs, successors and/or assigns of the parties hereto and are to be considered as covenants running with both Lots 5 and 6 of Estrellita Estates.

1481 405

EXECUTED this 30th day of September, 1998.


CLIO ARMITAGE HARPER, III



GARY MILLICAN, Trustee of the Tina M.
Millican Irrevocable Trust

THE STATE OF TEXAS *

COUNTY OF HAYS *

THIS INSTRUMENT was acknowledged before me on the 28 day of August, 1998, by CLIO ARMITAGE HARPER, III.

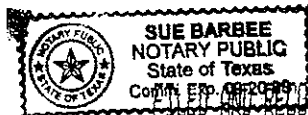




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS *

COUNTY OF HAYS *

THIS INSTRUMENT was acknowledged before me on the 30th day of September, 1998, by GARY MILLICAN, in the capacity above stated.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:

PREPARED IN THE OFFICE OF: 12-8-98 02:45 PM 9825949

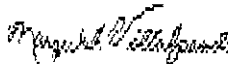
JOHN L. BUVENS

P.O. BOX 1688

WIMBERLEY, TX 78676

ROSE \$11.00

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



12-8-98 02:45 PM 9825949

ROSE \$11.00
MARGIE T VILLALPANDO, County Clerk
HAYS COUNTY

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DOC# 400309 ROAD MAINTENANCE AGREEMENT
Dorn, et al. to
Mayo, et al.

1228 033

ROAD MAINTENANCE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

WHEREAS, the undersigned parties designated Dorn, et al. own a non-exclusive interest in and use that certain easement and roadway (the Road) located thereon (shown on the plat attached hereto as Exhibit C) for purposes of ingress, egress and utility service to and from that certain 200-acre tract of land, plat of which is attached hereto and incorporated herein as Exhibit A. The 200-acre Tract is more particularly described in that certain Agreement, Easement, and Partial Release of Easement executed by the parties hereto of even date herewith and referred to therein as the Dorn, et al. 200-acre Tract;, both exhibits being incorporated herein by reference; and

WHEREAS, the undersigned parties Mayo Trustee, et al. own a non-exclusive interest in and use the Road for purposes of ingress and egress to and from that certain 400-acre tract of land described in Exhibit B hereof; and

WHEREAS, it is contemplated that the parties Dorn, et al. shall bear fifty percent (50%) of the cost of maintenance of the Road separately and severally and not jointly and only to the extent of the percentage set out adjacent to each's signature and similarly that Mayo Trustee, et al. shall bear fifty percent (50%) of the cost of maintenance of said Road and (separately and

OFFICIAL PUBLIC RECORDS
Hays County, Texas

1228 034

ROAD MAINTENANCE AGREEMENT
Dorn, et al. to
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severally) only to the extent of the percentage set out adjacent to each's signature; and

WHEREAS, the parties desire to limit the several obligations of each so that the same terminate pro tanto when part or all of the 200-acre Tract or the 400-acre Tract or the parties' interests therein shall be conveyed to third parties; and

WHEREAS, the parties desire to agree and acknowledge that the obligation to maintain the road is a covenant running with the land and appurtenant to the 400-acre Tract and the 200-acre Tract; and

WHEREAS, the parties further desire to acknowledge that the obligation of the Dorn, et al. parties to participate in the maintenance of the Road is limited to that portion of the Road located south and east of the second crossing of Lone Man Creek by the Road to and across the 200-acre Tract but terminating with the east boundary of said 200-acre Tract (shown as that part of the Road between points "X" and "C" on Exhibit C; and

WHEREAS, the parties Mayo Trustee, et al. and Dorn, et al. desire to manifest their agreement for the maintenance and upkeep of the Road (contemplated to be paved by Mayo Trustee, et al. pursuant to an agreement of even date herewith);

NOW, THEREFORE, for and in consideration of the promises, agreements and covenants hereinafter provided and other good and sufficient consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. Mayo Trustee, et al. shall bear 50% of the cost of maintenance and Dorn, et al. shall bear 50% of the cost of maintenance of the Road. The liability for the maintenance costs shall be separate and several as to each party signatory hereof and shall be limited to the percentage set out adjacent to the signature of each party.

2. The obligations of Dorn, et al. for maintaining the Road shall be limited to that segment of the Road approximately two miles long which runs southerly from the second crossing of Lone Man Creek, east of State Highway 3237 and terminates on the east boundary of the 200-acre tract as shown as the length between points "X" and "C" on Exhibit C, hereto.

3. No subdivision, partition or division of the 400-acre Tract nor the 200-acre Tract shall increase the obligation to pay maintenance costs in excess of 50% of the total cost for Mayo Trustee, et al. and/or Dorn, et al. even though either may partition, divide or subdivide their respective tracts. In the event of subdivision, partition or division and if such subdivided, partitioned or divided tract is transferred to a third party or entity not a party to this agreement, said third party shall thereafter be responsible for its pro rata share of the road maintenance determined by the following formula: the total acres acquired by the third party divided by the total acres (either the 200 acres or the 400 acres) times the maintenance cost.

1228 036

4. Upon the conveyance by any of the undersigned of his, her or its entire interest in the surface estate of the 200-acre/400-acre tract, he, she or it shall be relieved of any further obligation to maintain the Road. Upon the conveyance by any of the undersigned of less than his, her or its entire interest in the surface estate of the 200-acre/400-acre Tract, he, she or it shall be proportionately relieved of the obligation of maintenance. The reduction shall be calculated pursuant to Paragraph 2 above predicated upon the acreage conveyed to third parties.

5. The parties, their representatives, successors or assigns shall communicate in January of each year (or more frequently if necessary) to consider any maintenance or repair work required to be done and to establish, if any, the maintenance fee to be paid for that year.

6. Each of the parties hereto shall be responsible for maintaining their liability insurance in such amounts and with such coverages as they may deem appropriate.

7. The parties acknowledge that this agreement is both a benefit and a burden to the 400-acre Tract and the 200-acre Tract and shall be a covenant running with the land and shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. All parties claiming by, through or under them or any of them and all subsequent owners of each tract shall

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be severally obligated and bound to perform this agreement and bear their pro rata share of the maintenance cost of the Road.

8. Nothing contained herein shall constitute a dedication of the road to the public nor give the public any rights of access or use of the Road nor to the 200-acre Tract or to the 400-acre Tract. The use of the Road is restricted to the owners of the 200/400-acre Tracts, their heirs, legal representatives, successors and assigns and their invitees.

9. Nothing contained herein shall be construed to create a partnership, joint venture or agency.

10. This agreement may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the parties hereto had executed each counterpart.

Parties Several
Share of
Maintenance
Cost

OWNERS OF 400-ACRE TRACT:

MAYO TRUSTEE, ET AL.

By:

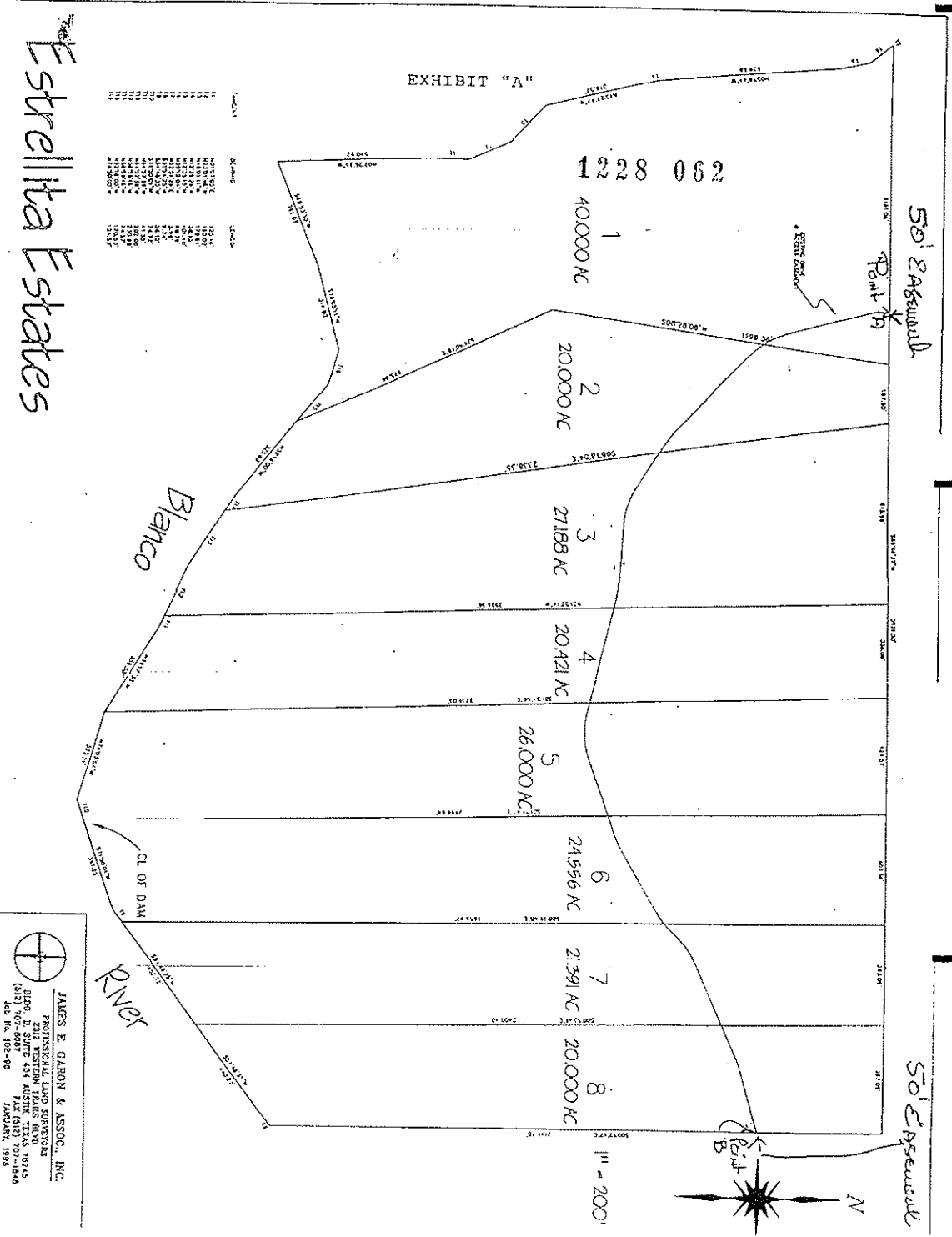
Robert W. Mayo
Robert W. Mayo, Trustee

— %

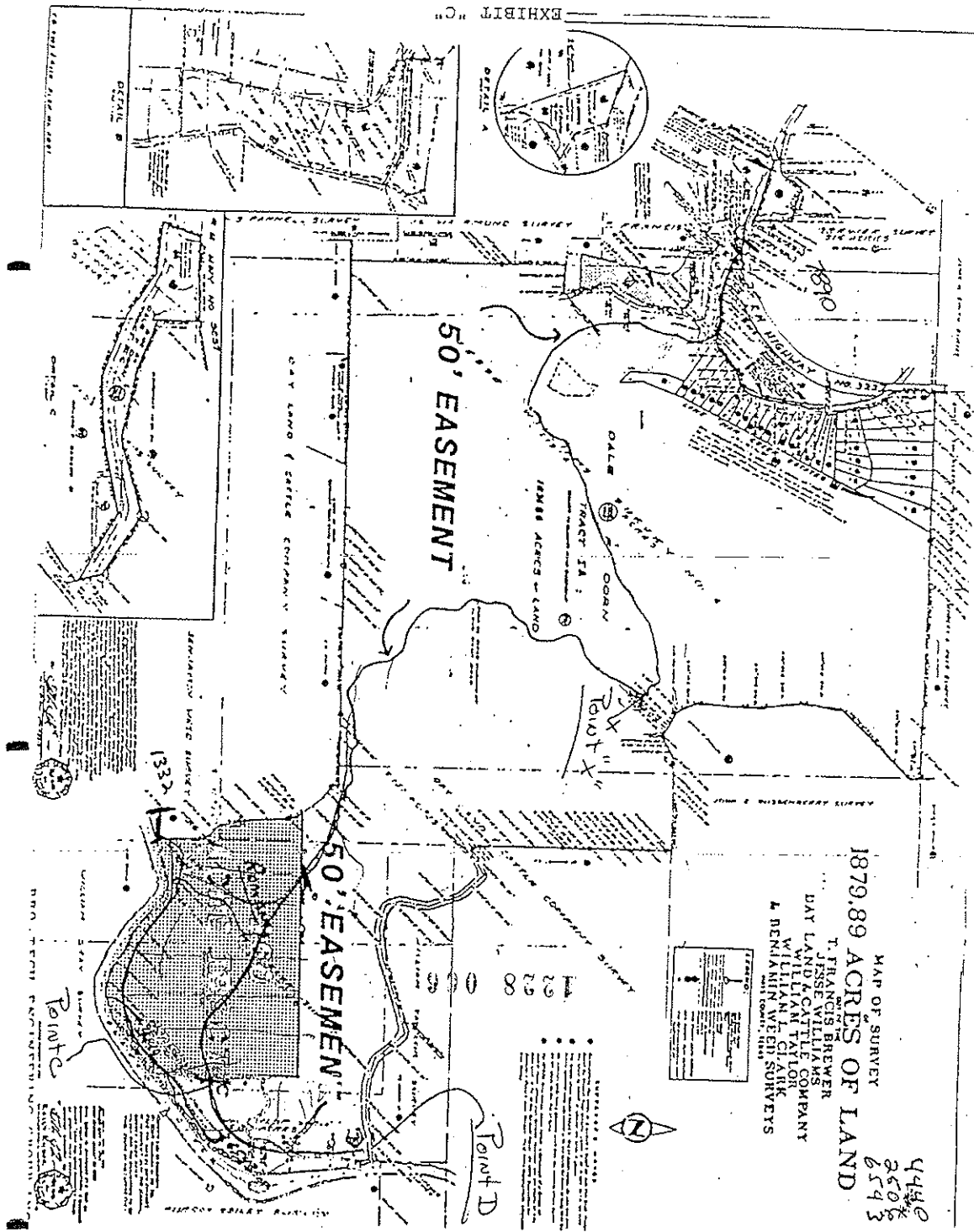
Rick Anderson
Rick Anderson

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Estrellita Estates



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 PROFESSIONAL LAND SURVEYORS
 2312 WESTERN TRAILS BLVD.
 SUITE 400
 AUSTIN, TEXAS 78745
 (512) 336-1111
 FAX (512) 797-1846
 JEG:JEG, 1990



MAP OF SURVEY
1879.89 ACRES OF LAND

T. FRANCIS BREWER
J. S. BREWER
D. L. LAND & CO.
WILLIAM TAYLOR
BENJAMIN WEBB
SURVEYS

4440
2506
6543

PRO. TECH. ENGINEERING