

CI	140.51	81.17	80.64	S 50°46'19" E	5712.50'
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CI	140.51	81.17	80.64	S 50°46'19" E	5712.50'

MOUNTAINTOP CIRCLE

UNDEVELOPED
CHERRY HOLLOW ESTATES
SEC. 20, T.44N, R.44E
COUNTY OF TRAVIS, TEXAS

LINE	BEARING	DISTANCE
1	S 27°00'00" E	54.00'
2	S 27°00'00" E	114.00'
3	S 27°00'00" E	141.12'
4	S 27°00'00" E	211.42'
5	S 27°00'00" E	278.11'
6	S 27°00'00" E	282.18'



SCALE = 1" = 200'

LINE	BEARING	DISTANCE
1	S 27°00'00" E	54.00'
2	S 27°00'00" E	114.00'
3	S 27°00'00" E	141.12'
4	S 27°00'00" E	211.42'
5	S 27°00'00" E	278.11'
6	S 27°00'00" E	282.18'

TRACT CURVE TABLE

LINE	BEARING	DISTANCE
1	S 27°00'00" E	54.00'
2	S 27°00'00" E	114.00'
3	S 27°00'00" E	141.12'
4	S 27°00'00" E	211.42'
5	S 27°00'00" E	278.11'
6	S 27°00'00" E	282.18'

TRIMED S. 10' WIDE
100' S. 10' W. 100'

J.M. BRIGGS SURVEY 96
AC. 2447

J.M. BRIGGS SURVEY 96
AC. 2447

TRACT 1
102.887 AC

M.D. MAYNARD SURVEY 85
AC. 2414

HARVEY R.
MAYNARD SURVEY
AC. 2772

PARTITION

297.539 ACRES OUT OF
THE E.H. BRIGGS SURVEY 96, A-2447,
THE E.H. BRIGGS SURVEY 96, A-2446,
THE W.E. POPE SURVEY 96, A-2589
AND THE D.A.N. R.R. CO. SURVEY 91, A-251
TRAVIS COUNTY, TEXAS

PREPARED BY JAMES E. GARON & ASSOC.
DATE: 11-10-2005

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bozinger, Texas 76802
(512) 303-4185

EA-2519001232/LAB/AG

GREENSIDE

PAGE 01



OTHER

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18 PGS

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CONDITIONS & RESTRICTIVE COVENANTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

Be it known that Mill Creek Oaks, Ltd., a Texas limited partnership, for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts" or "lots") out of the herein described "subject property," does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All these restrictive covenants and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

Tract 1, 102.587 acres, more or less, Travis County, Texas, being more fully described by metes and bounds in field notes on the Exhibit "A" attached hereto and made a part hereof for all purposes, SAVE AND EXCEPT the following: that portion that is more than 750 feet south of the center line of Cherry Creek which shall not be covered by these restrictions.

Tract 2, 20.92 acres, more or less, Travis County, Texas, being more fully described by metes and bounds in field notes on the Exhibit "B" attached hereto and made a part hereof for all purposes.

Tract 3, 15.543 acres, more or less, Travis County, Texas, being more fully described by metes and bounds in field notes on the Exhibit "C" attached hereto and made a part hereof for all purposes.

Tract 4, 16.488 acres, more or less, Travis County, Texas, being more fully described by metes and bounds in field notes on the Exhibit "D" attached hereto and made a part hereof for all purposes.

Tract 5, 142.0 acres, more or less, Travis County, Texas, being more fully described by metes and bounds in field notes on the Exhibit "E" attached hereto and made a part hereof for all purposes, SAVE AND EXCEPT the following: that portion that is more than 500 feet from each of the common property lines with Tracts 2, 3, and 4 referenced above, said portion of Tract 5 shall not be covered by these restrictions.

The restrictions are as follows:

1. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots or similar commercial enterprises shall be allowed. In any activity the other restrictions must be complied with.
2. Each house shall contain not less than 1400 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages. All houses shall be built on site.

3. Only one house is allowed per 7 acres. In addition, one guest house constructed after the primary residence is finished shall also be allowed (guest houses shall not be required to meet the minimum square footage required in paragraph two). Houses to be built of materials and by practices considered reasonably standard and acceptable to the area. Houses and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition.
4. All houses, buildings, dwellings, garages, barns and other buildings constructed on any part of any tract including hunting stands, hunting blinds and feeders used for hunting, must be set back at least 150 feet from any property line that joins any public road, and at least 50 feet from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement).
5. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.
6. No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least 100 feet from any property line joining another tract out of the subject property and at least 150 feet from the public road.
7. No part of any tract shall be used or maintained as a dumping ground for rubbish, debris or junk.
8. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.
9. Materials or equipment of any kind stored outside on any tract shall be arranged in an orderly manner no closer than 50 feet from any property line that joins another tract out of the subject property and no closer than 150' from any property line that joins a public road.
10. Camping on any tract is limited to eight weeks per year. Any camping facilities shall be located at least 150 feet from any property line that joins another tract out of the above subject property and at least 150' from any property line that joins a public road.
11. No mobile homes or manufactured homes shall be allowed to be placed on any tract.
12. No activity of any type shall be allowed that would create an unreasonable noise, visual or odor nuisance to the users of the surrounding subject property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.
13. The number of animals of any type kept on the property shall be controlled so as not to create a substantial visual, noise, or odor nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.
14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. Only one outside dog per 5 acres shall be allowed to be kept on each tract.

15. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TCEQ Standards. Water wells shall be placed a minimum of 50' from any property line, or in accordance with TCEQ requirements or Travis County requirements, whichever is more stringent.

(Existing water well on Tract 2 is exempt from the 50' requirement.)

16. No tract will be resubdivided into a tract of less than 7 acres without the joinder of a majority of tract owners as provided for herein for altering these Restrictive Covenants (county approval may be required on any resubdivided tracts - check with county for current requirements before resubdividing).

17. On Tracts 1, 2, 3, and 4, the surveyed fee simple property line points lie between the existing fence and the paved portion of the county road right of way. If the fence on the front of Tracts 1, 2, 3, and 4 is rebuilt, it shall be rebuilt no closer to the county road pavement than the existing fencing unless permission is obtained from the county.

18. The discharge of firearms on the tracts shall be prohibited except that:

- 1) the discharge of shotguns firing shotshells shall be allowed, and
- 2) the discharge of rimfire cartridge weapons shall be allowed.

Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearm.

19. These restrictions are to run with the land until December 31, 2025, and extend automatically for additional periods of five (5) years each unless a majority of tract owners as provided for herein for altering these Restrictive Covenants, through a duly recorded written instrument or instruments, amend or cancel the same.

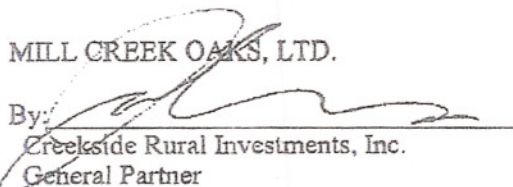
Mill Creek Oaks, Ltd., hereby retains the right to execute amendments to, including granting variances from, all restrictive covenants and use limitations imposed by this instrument on the subject property, provided it, in the exercise of its reasonable judgment and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the property. Any such variance or amendment must be evidenced in writing and must be signed by Mill Creek Oaks, Ltd., or its general partner. Other tracts may be added to this instrument as "subject property" by the recording of an instrument adding said tracts, said instrument shall be executed by Mill Creek Oaks, Ltd., or its general partner. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above restrictions constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns as well as each and every purchaser of a tract out of the subject property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Any one or all of the herein recited restrictions, use limitations, and other covenants may be altered, amended or canceled by a vote of at least an seventy-five percent (75%) majority of the owners of the then existing tracts out of the subject property mentioned herein (one vote per tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Travis County Clerk in order to be of any force and effect.

Executed this 28 day of June, 2005, to be effective the ____ day of June, 2005.

MILL CREEK OAKS, LTD.

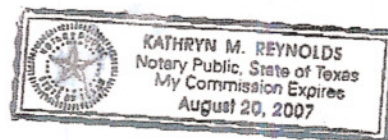
By: 
Creekside Rural Investments, Inc.
General Partner
BY: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF IRION §

This instrument was acknowledged before me on this the 28th day of June 2005, by Jay Dickens, President of Creekside Rural Investments, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of Mill Creek Oaks, Ltd., a Texas limited partnership.


Notary Public - State of Texas



RETURN TO:
Mill Creek Oaks, Ltd.
500 Log Cabin Road
Mertzon, Texas 76941

EXHIBIT "B"

Seller retains a twenty-five foot (25') wide utility easement along the edge of the county road and a fifteen foot (15') wide utility easement along all other property boundary lines, along with any additional easement necessary for guy wires and anchors. This reservation shall include the right to clean and maintain said easement.

Property is subject to recorded Restrictive Covenants.

The physical condition of the property is conveyed in "as is" condition.

Buyer shall be responsible for drilling a water well for their water supply. Property is subject to water well set back line and other requirements of the Travis County Health Authorities. Water wells shall be set back a minimum of 50' from any property line.

This property lies in an area of Golden Cheek Warbler and other species habitat.

A portion of the property lies in a flood plain. Buyer and Buyer's successors and assigns should use caution and conservative judgment when installing improvements anywhere near the flood plain.

Oak decline is present in many areas of Texas and may be present on this property.

Seller shall be entitled to continue the grazing use of the property in conjunction with adjacent property after closing until Buyer fences the property for his/her own use. Buyer agrees to cooperate in such use including keeping fences intact and keeping gates closed. This paragraph shall survive closing.

Sellers owner financing shall be a wrap around mortgage and Seller shall remain liable for the underlying mortgage payable to Roscoe State Bank.

Faxed signatures shall be considered as originals for the purposes of this contract.

