



ITCare

Independence Title Customer Care Program

The items contained herein are for general informational purposes only. Any title information contained in this package is neither a guaranty nor warranty of title. The company has provided this information for general reference purposes only. The company is not responsible for any mistakes, errors, or omissions of information in this packet. If information is needed to make a decision concerning the purchasing, reselling, developing, refinancing, construction, or any other real estate related transaction of a property, an order for a title insurance commitment should be placed with one of our area offices.

The information in this packet is provided without the condition of referral of title business. For further information on how to contact the nearest Independence Title office, please see our web site at www.IndependenceTitle.com or call our main office at 512-454-4500.

THE SUBDIVISION PHASE CONTAINS 26 LOTS IN EXCESS OF 10 ACRES. THIS SUBDIVISION PHASE CONTAINS 1.11 ACRES LOT. THIS SUBDIVISION PHASE CONTAINS 1.08 ACRES LOT. THE ELECTRIC UTILITY FOR THIS SUBDIVISION IS PERFORMED BY ELECTRIC COOPERATIVE INC. THE TELEPHONE UTILITY FOR THIS SUBDIVISION IS BY SBC SOUTHWEST. PROJECT BEGINNING 10.1.04 AMB. SET IN A LINE. LOT 17. LOT 18. LOT 19. LOT 20. LOT 21. LOT 22. LOT 23. LOT 24. LOT 25. LOT 26. LOT 27. LOT 28. LOT 29. LOT 30. LOT 31. LOT 32. LOT 33. LOT 34. LOT 35. LOT 36. LOT 37. LOT 38. LOT 39. LOT 40. LOT 41. LOT 42. LOT 43. LOT 44. LOT 45. LOT 46. LOT 47. LOT 48. LOT 49. LOT 50. LOT 51. LOT 52. LOT 53. LOT 54. LOT 55. LOT 56. LOT 57. LOT 58. LOT 59. LOT 60. LOT 61. LOT 62. LOT 63. LOT 64. LOT 65. LOT 66. LOT 67. LOT 68. LOT 69. LOT 70. LOT 71. LOT 72. LOT 73. LOT 74. LOT 75. LOT 76. LOT 77. LOT 78. LOT 79. LOT 80. LOT 81. LOT 82. LOT 83. LOT 84. LOT 85. LOT 86. LOT 87. LOT 88. LOT 89. LOT 90. LOT 91. LOT 92. LOT 93. LOT 94. LOT 95. LOT 96. LOT 97. 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LOT 431. LOT 432. LOT 433. LOT 434. LOT 435. LOT 436. LOT 437. LOT 438. LOT 439. LOT 440. LOT 441. LOT 442. LOT 443. LOT 444. LOT 445. LOT 446. LOT 447. LOT 448. LOT 449. LOT 450. LOT 451. LOT 452. LOT 453. LOT 454. LOT 455. LOT 456. LOT 457. LOT 458. LOT 459. LOT 460. LOT 461. LOT 462. LOT 463. LOT 464. LOT 465. LOT 466. LOT 467. LOT 468. LOT 469. LOT 470. LOT 471. LOT 472. LOT 473. LOT 474. LOT 475. LOT 476. LOT 477. LOT 478. LOT 479. LOT 480. LOT 481. LOT 482. LOT 483. LOT 484. LOT 485. LOT 486. LOT 487. LOT 488. LOT 489. LOT 490. LOT 491. LOT 492. LOT 493. LOT 494. LOT 495. LOT 496. LOT 497. LOT 498. LOT 499. LOT 500. LOT 501. LOT 502. LOT 503. LOT 504. LOT 505. LOT 506. LOT 507. LOT 508. LOT 509. LOT 510. LOT 511. LOT 512. LOT 513. LOT 514. LOT 515. LOT 516. LOT 517. LOT 518. LOT 519. LOT 520. LOT 521. LOT 522. LOT 523. LOT 524. LOT 525. LOT 526. LOT 527. LOT 528. LOT 529. LOT 530. LOT 531. LOT 532. LOT 533. LOT 534. LOT 535. LOT 536. LOT 537. LOT 538. LOT 539. LOT 540. LOT 541. 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[illegible]


SHEILA TESTER
Hobby Public, State of Texas
My Commission Expires
June 12, 2003

STATE OF TEXAS)
COUNTY OF HAYS) KNOW ALL MEN BY THESE PRESENTS,
I, LEE CARROLL, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH
ITS AFFIDAVIT OF AUTHORITY, HAS BEEN FILED FOR RECORD IN MY OFFICE ON THE 28 DAY OF JUNE, A.D. 1997.
AT STANFORD, TEXAS, IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK B, PAGE 344-345.
WITNESS MY HAND AND SEAL OF OFFICE THIS 28 DAY OF JUNE, A.D. 1997.

[illegible]

6-25-99
DATE

[illegible]

A PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS, MAP #48209C0050 E EFFECTIVE DATE: FEBRUARY 18, 1998

THE 100 YEAR FLOODPLAIN IS CONTAI
FLOODPLAIN EASEMENT SHOWN HEREON

STATE OF TEXAS)
COUNTY OF HAYS)
I, LEE COMALDE COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 22nd DAY OF June A.D. 1999, THE COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS, HAS REVIEWED AND APPROVED THE FILING OF RECORD OF THIS ORDER AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK _____ PAGE 404.

WITNESS MY HAND AND SEAL OF OFFICE THIS 22nd DAY OF June A.D. 1999.

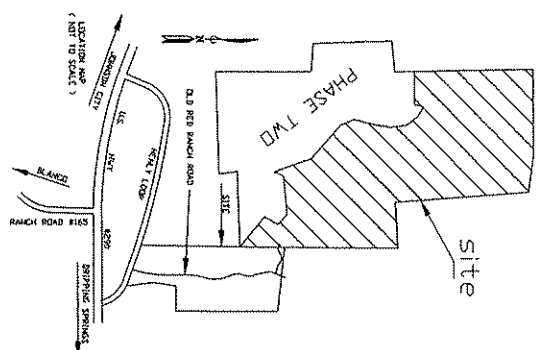
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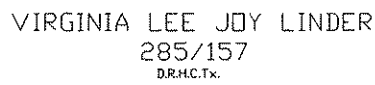
TO: FRANK J. FERRARO, PROFESSIONAL LAND SURVEYOR NO. 1586
FROM: JAMES E. HENRY, JR., PROFESSIONAL LAND SURVEYOR NO. 1506
RE: BARTON VALLEY CIRCLE, DARRING SPRINGS, TEXAS 76850
PHONE: (817) 859-7587

I HEREBY CERTIFY THAT MY PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE INDICATORS WERE PROPERLY PLACED UNDER MY SUPERVISION AND SAID PLAT COMPLETS WITH REQUIREMENTS OF THIS COUNTY, SUPERVISION SPECIFICATIONS.

DATED FOR FULFILLMENT APPROVAL FEBRUARY 3, 1993

STATE OF TEXAS
COUNTY OF TARRANT
JAMES E. HENRY, JR.
1506



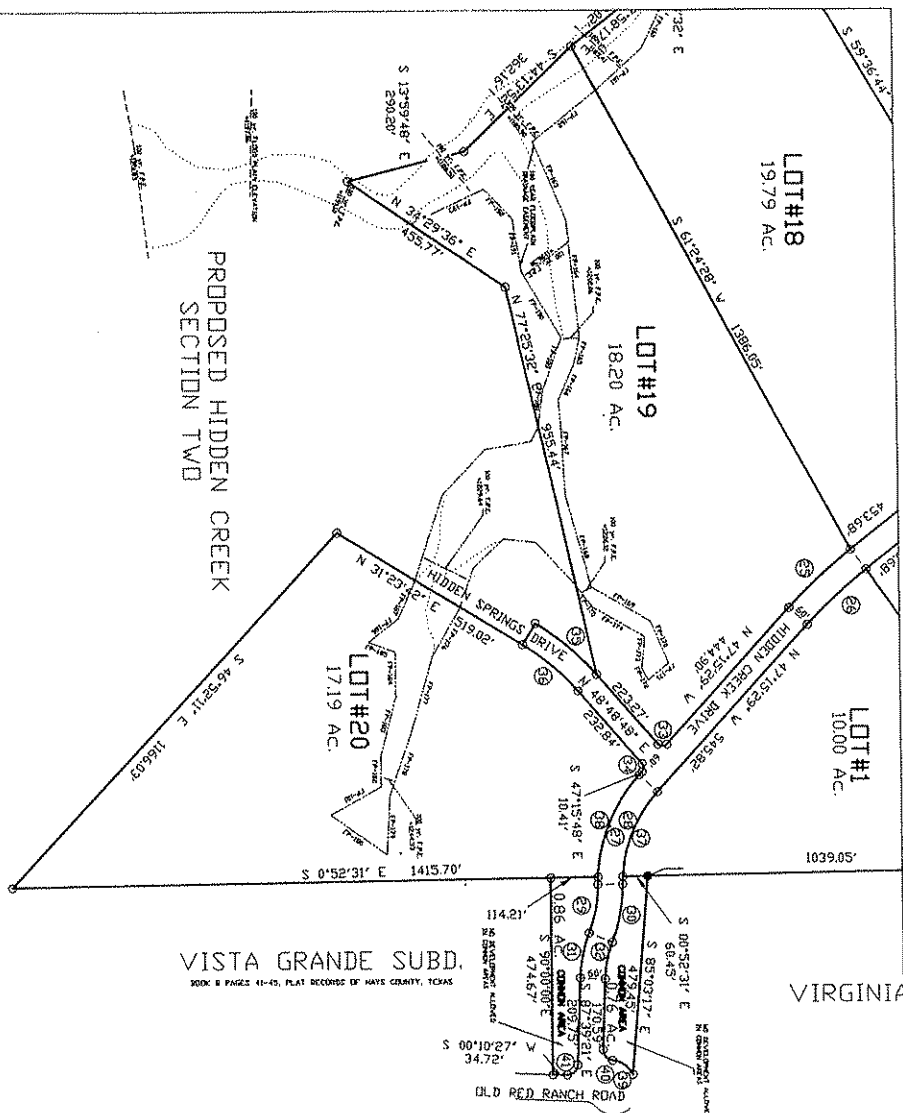


PHOTOGRAPHIC MYLAR

CURVE #38			CURVE #39			CURVE #40		
DELTA 39°59'50"	DELTA 39°59'50"	DELTA 39°59'50"	DELTA 39°59'50"	DELTA 39°59'50"	DELTA 39°59'50"	DELTA 39°59'50"	DELTA 39°59'50"	DELTA 39°59'50"
ARC 278.97'	ARC 278.97'	ARC 278.97'	ARC 278.97'	ARC 278.97'	ARC 278.97'	ARC 278.97'	ARC 278.97'	ARC 278.97'
TAN 141.27'	TAN 141.27'	TAN 141.27'	TAN 141.27'	TAN 141.27'	TAN 141.27'	TAN 141.27'	TAN 141.27'	TAN 141.27'
CHORD 265.31'	CHORD 265.31'	CHORD 265.31'	CHORD 265.31'	CHORD 265.31'	CHORD 265.31'	CHORD 265.31'	CHORD 265.31'	CHORD 265.31'
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BRANDED ELEVATION
DIRECTLY FROM RECORDS OF HAYS COUNTY, TEXAS
DIRECTLY FROM RECORDS OF HAYS COUNTY, TEXAS

APPENDIX SCALE 1"=200'
LEGEND
STEEL PIN TOWNS
FLOOD PLAIN DATASHEET 40
100 YR. F.P.E.
100 YEAR FLOOD PLAIN ELEVATION
FLOODPLAIN



DRAINAGE EASEMENT BEARINGS AND DISTANCES	
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FP-2	N 63°34'28\"/>
FP-3	N 70°15'30\"/>
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[illegible]

REPLAT OF
LOTS 3&4,
HIDDEN CREEK
PHASE ONE
INTO LOTS 3-A,3-B&4-A

THIS SUBDIVISION CONTAINS 3 LOTS IN EXCESS OF 16 ACRES.
THE SUBDIVISION IS SUBJECT TO THE FOLLOWING EASEMENTS:
THE TELEPHONE UTILITY FOR THIS SUBDIVISION IS PERMANENTLY EJECTIVE COOPERATIVE AND
THE TELEPHONE UTILITY FOR THIS SUBDIVISION IS EJECTIVE COOPERATIVE AND
LOTS SHALL BE SERVED BY INDIVIDUAL DWELLING EJECTIVE SYSTEM.
PROJECT EJECTIVE IS A 600 WAD. SET BY A LANE 12' WIDE DOW. APPROXIMATELY
FOR EJECTIVE FOR THE MOST SOUTHERN CORNER OF LOT 3-9.
LATITUDE 307-23-00. LONGITUDE 307-23-00. ELEVATION 702-28

1. LEFT COUNTY COURT CLERK OF HAYS COUNTY, TEXAS, DO NOTED CERTIFY THAT ON THE 15th DAY OF NOV 2001, THE COMMISSIONER OF HAYS COUNTY, TEXAS, PASSED AND ORDER AUTHORIZING THE FILING THE RECORD OF THIS PLAN AND SAID ORDER HAS BEEN MADE ENTERED BY THE HONORABLE OF THE SAID COURT IN BOOK 5 PAGE 18.

WITNESSE MY HAND AND SEAL OF OFFICE THIS 15th DAY OF NOV 2001.

[Signature]
COUNTY CLERK
HAYS COUNTY, TEXAS

[Signature]
COUNTY CLERK
HAYS COUNTY, TEXAS

SEAL: HAYS COUNTY, TEXAS, COMMISSIONER OF HAYS COUNTY, TEXAS

I THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE 100 YEAR FLOOD FLOOD CONTROLLED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREIN.

5-18-2001
HERNDON C. BAILEY JR., PENNSA DATE

STATE OF TEXAS)
COUNTY OF WAYS)
KNOW ALL MEN BY THESE PRESENTS,
I, LUC CASALE, COUNTY CLERK OF WAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH
ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 25th DAY OF MAY
AT 9:20 O'CLOCK A.M. IN THE PLAT BOOKS FOR WAYS COUNTY, TEXAS, IN BOOK 10 PAGE 215, 216
WITNESSES MY HAND AND SEAL OF OFFICE THIS THE 25th DAY OF MAY A.D. 2001.

LEE CARROLL
COUNTY CLERK
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION WAS OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, OR A STATE-APPROVED COMMUNITY WATER SYSTEM. IN ORDER TO REMAIN WATER-SUPPLIED AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SUITABILITY OF THE PROPERTY FOR DEVELOPMENT. THE PROPERTY IS LOCATED IN AN AREA WHERE WATER COLLECTION IS CHALLENGED, AND IN SOME AREAS, MAY OFFER THE BEST REMAINING WATER RESOURCES. CONCERNING GROUND WATER AVAILABILITY, GROUND WATER COLLECTION IS CHALLENGED, AND IN SOME AREAS, MAY OFFER THE BEST REMAINING WATER RESOURCES.

NO STRUCTURE IN THIS SUBDIVISION WAS OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO DEVELOPMENT OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY REQUIREMENTS PERMIT REQUIREMENTS HAVE BEEN MET.

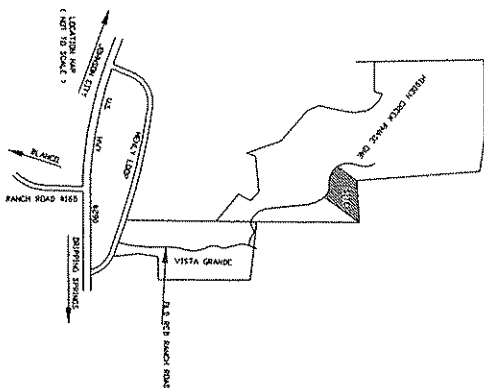
5-21-01
DATE

AN APPROVED THIS THE COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS, IT IS UNLAWFUL THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC HIGHWAYS BE CONSTRUCTED AND SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC HIGHWAYS, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OR LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS. SAID COURT ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS OR OTHER PUBLIC HIGHWAYS SHOWN ON THIS PLAT, OR BE CONSTRUCTED AND ARE BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

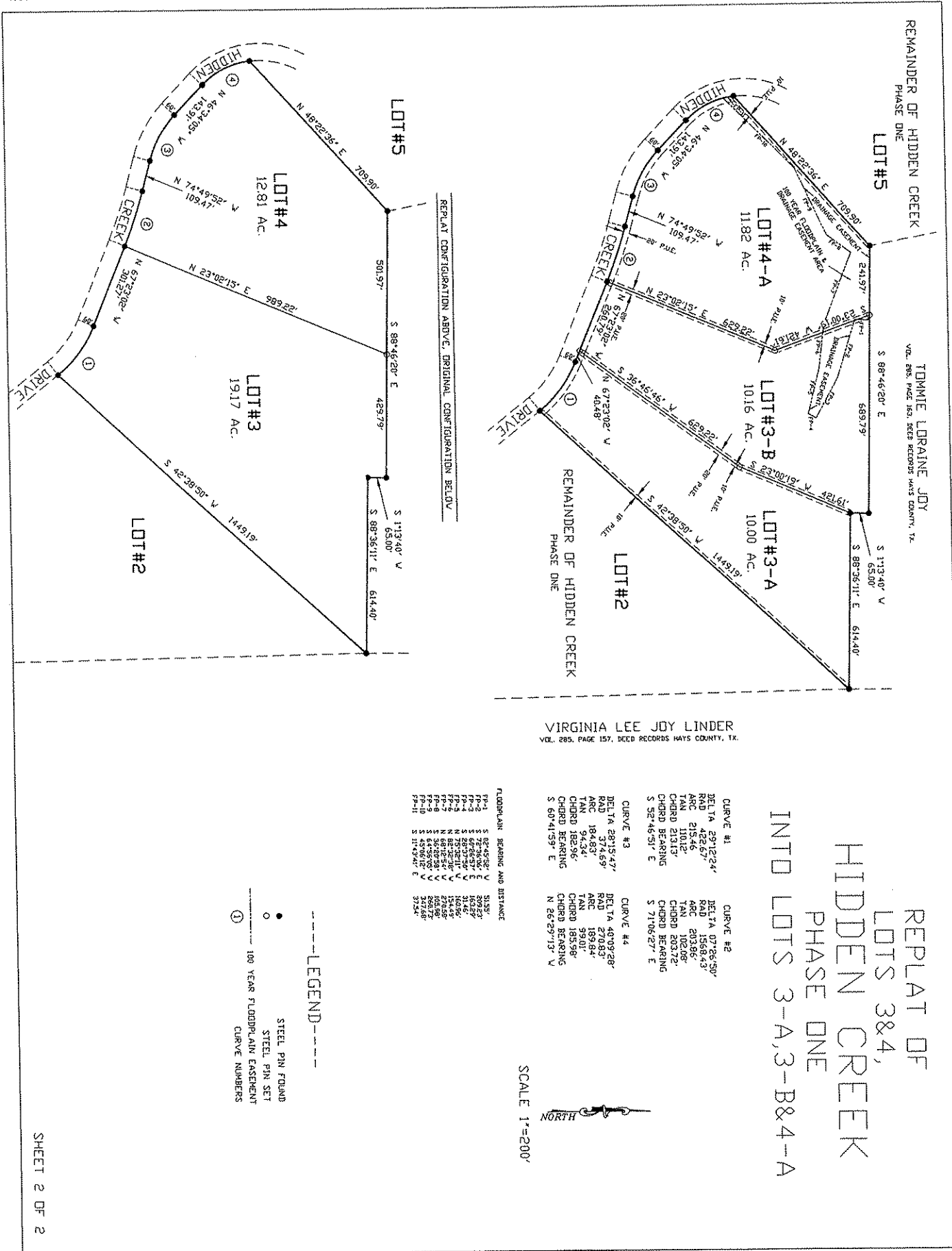
2-2-68
J. L. FRIED
TEXAS REG. PROFESSIONAL LAND SURVEYOR NO. 1525
FOR APDJS. SURVEY GROUP
101 EARDEN VALLEY CIRCLE, DALLAS SPRINGS, TEXAS 78622
PHONE (214) 838-7567

31. STATE OF TEXAS' INTERESTS WITHIN THE BOUNDARIES OF THE EDAWDS' ADJUTED REFUGEE ZONE.
32. NO PROOF OF THE SUBSISTENCE LIES WITHIN THE BOUNDARIES OF ANY INDIVIDUAL'S COMPENSATION FOR THE EDAWDS' ADJUTED REFUGEE ZONE.
33. PROPOSED SUBSIDIZED LIES WITHIN THE JOHNSON CITY SCHOOL DISTRICT.
34. A PORTION OF THE SUBSIDIZED LIES WITHIN THE ZONE OF THE 100 YEAR FLOOD PLAN ACCORDING TO THE FLOOD CONTROL DISTRICT'S RECORDS.
35. EFFECTIVE DATE FEBRUARY 18, 1998.
36. ALL BUILDING STRUCTURES, EXISTENCES, AND RESTRICTIVE COVENANTS GOVERNING WILSON CREEK, PHASE TWO SHALL REMAIN IN EFFECT AND BECOME A PART OF THIS REPORT.

3 HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND SAID PLAN COMPLIES WITH REQUIREMENTS OF HAYS COUNTY, SUBDIVISION SPECIFICATIONS.



PHOTOGRAPHIC MYLAR



TAX CERTIFICATE
Certificate # 2105
Doc 01012318 OPR 1818 750

This certificate issued by HAYS COUNTY TAX OFFICE
for the taxing entities: HAYS COUNTY (GHA)
NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT (ENR)
NORTHWEST HAYS CO. FIRE DISTRICT (FNW)
SPECIAL ROAD DISTRICT (RSP)

Property ID: R93631
Account Num: 11-3821-0000-00400-7
HENTY INTERNATIONAL LLC
12020 HWY 290 WEST
AUSTIN, TX 78737

This document is to certify that after a careful check of the tax records
of this office, the following current or delinquent taxes, penalties, and
interest are due on the property for the taxing entities described above:

Entity Year Statement Tax Due Disc./P&I Att. Fee Total Due

Total Due on All Bills: \$0.00

ENR Taxes Paid for 2000: \$0.21
FNW Taxes Paid for 2000: \$0.21
GHA Taxes Paid for 2000: \$2.54
RSP Taxes Paid for 2000: \$0.68

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 25, 2001 at 09:25A
Document Number: 01012318
Amount 106.00

Lee Carlisle
County Clerk
By
Terry Kiehn, Deputy
Hays County

*** End of Tax Certificate ***

If applicable, the above described property is receiving special valuation
based on its use. Additional rollback taxes which may become due based on
the provisions of the special valuation are not indicated in this document.
This certificate does not clear abuse of granted exemptions as defined in
Section 11.43, Paragraph (1) of the Texas Property Tax Code.

Date of Issue: 04/24/01

Signature of Authorized Officer of
Tax Office
Stavros Schuller

Requested by OTHER
Fee of \$10.00 Paid on 04/24/01 by AP0B SURVEY GROUP
Page 1

PHOTOGRAPHIC MYLAR

REPLAT OF LOT 1 AND LOT 2, HIDDEN CREEK SUBDIVISION
PHASE ONE AND LOT 3-A AND LOT 3-B, REPLAT OF
HIDDEN CREEK LOTS 3 & 4, INTO LOTS 3-A,
3-B & 4-A

A SUBDIVISION IN
IN HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, ROGER C. WINTLE, OWNER OF 20.16 ACRES OF LAND (RECORD) OUT OF THE J. SELLER SURVEY, HAYS COUNTY, TEXAS, BEING KNOWN AS LOT 3-A, AND LOT 3-B, REPLAT OF HIDDEN CREEK LOTS 3 & 4 INTO LOTS 3-A, 3-B & 4-A, A SUBDIVISION RECORDED IN BOOK 10, PAGES 21-22, PLAT RECORDS OF HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY DEED DATED JUNE 14, 2001 AND RECORDED IN VOLUME 1859, PAGE 237, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND THAT WE, LAURIE J. ASHMORE AND JACK O. LEDFORD, OWNERS OF 10.00 ACRES OF LAND (RECORD) OUT OF THE J. SELLER SURVEY, HAYS COUNTY, TEXAS, BEING KNOWN AS LOT 1, HIDDEN CREEK SUBDIVISION PHASE ONE, A SUBDIVISION RECORDED IN BOOK 8, PAGES 351-354, PLAT RECORDS OF HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED SEPTEMBER 3, 1999 AND RECORDED IN DOCUMENT NO. 9021181, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND THAT WE, HENRY INTERNATIONAL, LLC, A TEXAS LIMITED LIABILITY CORPORATION, OWNERS OF 15.13 ACRES (RECORD) OF LAND OUT OF THE J. SELLER SURVEY, HAYS COUNTY, TEXAS, BEING KNOWN AS LOT 2, HIDDEN CREEK SUBDIVISION PHASE ONE, A SUBDIVISION RECORDED IN BOOK 8, PAGES 351-354, PLAT RECORDS OF HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED AUGUST 27, 1998 AND RECORDED IN VOLUME 1449, PAGE 406, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 45.29 ACRES OF LAND TO BE KNOWN AS:
- REPLAT OF LOT 1 AND LOT 2, HIDDEN CREEK SUBDIVISION PHASE ONE AND LOT 3-A AND LOT 3-B, REPLAT OF HIDDEN CREEK LOTS 3 & 4, INTO LOTS 3-A, 3-B & 4-A, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON THE USE OF THE STREET AND EASEMENTS SHOWN HEREON.

Laurie J. Ashmore
LAURIE J. ASHMORE
OWNER LOT 1

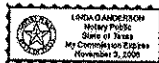
Robert E. Peerman
ROBERT E. PEERMAN
OWNER LOT 2
EXECUTIVE OFFICER
HENRY INTERNATIONAL, LLC

Jack O. Leford
JACK O. LEDFORD
OWNER LOT 1

Roger C. Wintle
ROGER C. WINTLE
OWNER LOT 3-A & LOT 3-B

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LAURIE J. ASHMORE AND JACK O. LEDFORD, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.



Linda G. Anderson
NOTARY PUBLIC IN AND FOR HAYS
COUNTY, TEXAS
COMMISSION EXPIRES 11-3-06
PRINT NAME Linda G. Anderson

STATE OF TEXAS
COUNTY OF HAYS

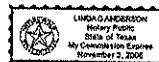
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT E. PEERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.



Robert E. Peerman
NOTARY PUBLIC IN AND FOR HAYS
COUNTY, TEXAS
COMMISSION EXPIRES 11-3-06
PRINT NAME Linda G. Anderson

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROGER C. WINTLE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.



Roger C. Wintle
NOTARY PUBLIC IN AND FOR HAYS
COUNTY, TEXAS
COMMISSION EXPIRES 11-3-06
PRINT NAME Linda G. Anderson

HEALTH DEPARTMENT NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECORATING WATER SUPPLIES AND WATER QUALITY, PROSPECTIVE PROPERTY OWNER ARE CAUTIONED BY THE COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE.
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

Allen G. Walther
ALLEN G. WALTHER, DIRECTOR
HAYS COUNTY ENVIRONMENTAL HEALTH
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

I, LEE CARLSLE, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 14th DAY OF September, 2003, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK 9, PAGE 181.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF September, 2003

Lee Carlisle
LEE CARLSLE
COUNTY CLERK
HAYS COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF HAYS

I, LEE CARLSLE, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF September, 2003 AT 11:45 O'CLOCK A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK 11, PAGES 174-180.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF September, 2003



Lee Carlisle
LEE CARLSLE
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND AN ACTUAL SURVEY OF THE PROPERTY WAS MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Gary Pennington
GARY PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4004 - STATE OF TEXAS
P.O. BOX 1244
DAPPING SPRINGS, TEXAS 76820
(817) 694-0684

09.15.2003
DATE



IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSURES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ON TO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

REPLAT OF LOT 1 AND LOT 2, HIDDEN CREEK SUBDIVISION
PHASE ONE AND LOT 3-A AND LOT 3-B, REPLAT OF
HIDDEN CREEK LOTS 3 & 4, INTO LOTS 3-A,
TDM

TOMMIE LORRAINE JOY
VOL. 205, PG. 163

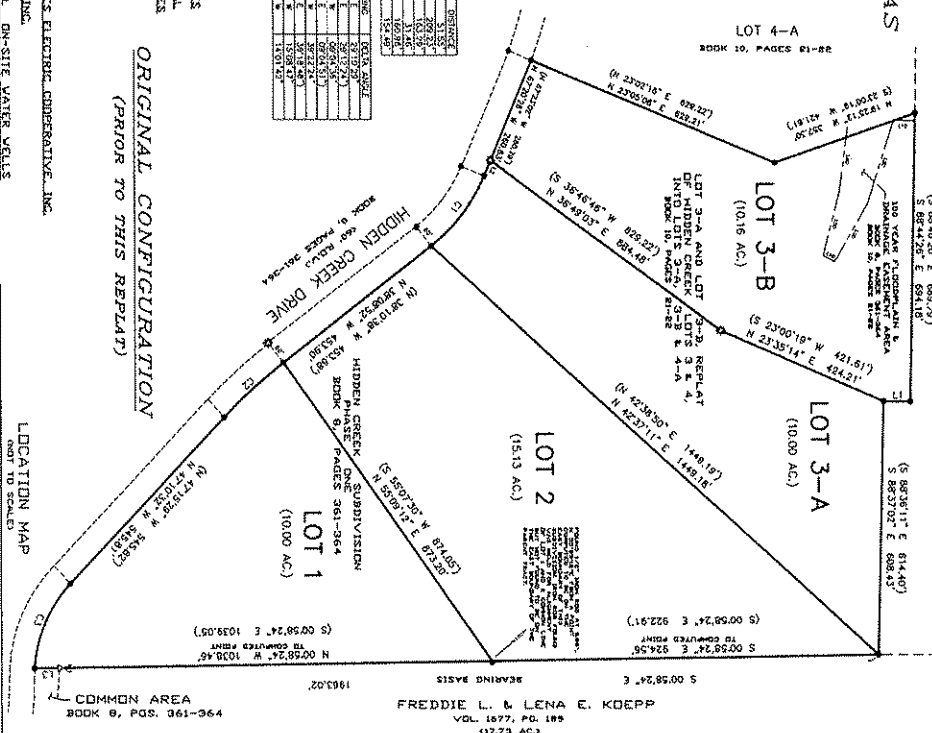
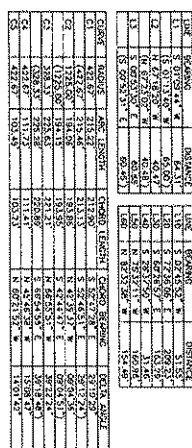
LEGEND

SCALE 1" = 200'
SEPTEMBER 3, 2003

(PRIOR TO THIS REPLAT)

CRDT ID SCALES

SHEET 2 OF 2



Issue Date : 09/05/2003

TAX CERTIFICATE
 Doc 43030272 Bk OPR Vol 2316 Pg 863
 Certificate # 3813

Hays County Tax Office

 Courthouse Annex, 102 LBJ Dr
 San Marcos, Texas 78666-5961
 (512) 393-5545

This certificate includes tax years up to 2002

Entities to which this certificate applies :

 GHA - HAYS COUNTY
 ENR - NORTH HAYS COUNTY EMERGEN
 FNW - NORTHWEST HAYS CO. EMERGE
 RSP - SPECIAL ROAD DIST
Property Information

Property ID : R93629

Cross Ref : 11-3821-0000-00200-7

Value Information
 424 Hidden Creek Dr Land HS : \$0
 Johnson City, Tx 78636 Land NHS : \$0
 HIDDEN CREEK PHASE 1, Imp HS : \$0
 LOT 2, ACRES 15.13 Imp NHS : \$0
 Ag Mkt : \$88,890
 Ag Use : \$980
 HS Cap Adj : \$0
 Assessed : \$980
Owner Information

Owner ID : 9131939

 HENLY INTERNATIONAL LLC
 12020 HWY 290 WEST
 AUSTIN, TX 78737

 This Document Is To Certify That After A Careful Check Of The Tax Records Of This Office, The Following Current Or Delinquent Taxes, Penalties, And
 Interest Are Due On The Property For The Taxing Entities Described Above:

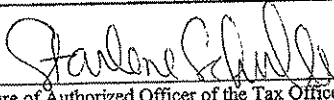
Entity	Year	Statement	Exemptions	Tax	Discount	P&I	Any Fee	TOTAL
ENR	2002	24921		0.00	0.00	0.00	0.00	0.00
FNW	2002	24921		0.00	0.00	0.00	0.00	0.00
GHA	2002	24921		0.00	0.00	0.00	0.00	0.00
RSP	2002	24921		0.00	0.00	0.00	0.00	0.00

 Total for current bills if paid by 09/30/2003 : \$0.00
 Total due on all bills 09/30/2003 : \$0.00

 2002 taxes paid for entity ENR \$0.27
 2002 taxes paid for entity FNW \$0.49
 2002 taxes paid for entity GHA \$3.38
 2002 taxes paid for entity RSP \$0.64

 If Applicable, The Above Described Property Is Receiving Special Valuation Based On Its Use. Additional Rollback Taxes Which May Become Due Based On
 The Provisions Of The The Special Valuation Are Not Indicated In This Document.

This Certificate Does Not Clear Abuse Of Granted Exemptions As Defined In Section 11.43, Paragraph (4) Of The Texas Property Tax Code.


 Signature of Authorized Officer of the Tax Office

 Date of Issue : 09/05/2003
 Requestor : Gary Pennington
 Ref. Number :
 Fee Paid : \$10.00
 Payer : Gary Pennington

Issue Date : 09/05/2003

TAX CERTIFICATE

Doc 09030272 Bk 2316 Pg 864
Certificate # 3814

Hays County Tax Office
Courthouse Annex, 102 Lbj Dr
San Marcos, Texas 78666-5961
(512) 393-5545

This certificate includes tax years up to 2002

Entities to which this certificate applies :

GHA - HAYS COUNTY
ENR - NORTH HAYS COUNTY EMERGEN
FNW - NORTHWEST HAYS CO. EMERGE
RSP - SPECIAL ROAD DIST

Property Information		Owner Information	
Property ID : R99996		Owner ID : 9148663	
Cross Ref : 11-3821-0000-003A0-7		WINTLE ROGER C	
Value Information		534 HIDDEN CREEK DR	
490 Hidden Creek Dr	Land HS : \$0	HENLY, TX 78620	
Johnson City, Tx 78636	Land NHS : \$0		
HIDDEN CREEK PHASE 1,	Imp HS : \$0		
LOT 3-A, ACRES 10.00	Imp NHS : \$0		
	Ag Mkt : \$54,600		
	Ag Use : \$650		
	HS Cap Adj : \$0		
	Assessed : \$650		

This Document Is To Certify That After A Careful Check Of The Tax Records Of This Office, The Following Current Or Delinquent Taxes, Penalties, And Interest Are Due On The Property For The Taxing Entities Described Above:

Entity	Year	Statement	Exemptions	Tax	Discount	P&I	Any Fee	TOTAL
ENR	2002	62838		0.00	0.00	0.00	0.00	0.00
FNW	2002	62838		0.00	0.00	0.00	0.00	0.00
GHA	2002	62838		0.00	0.00	0.00	0.00	0.00
RSP	2002	62838		0.00	0.00	0.00	0.00	0.00

Total for current bills if paid by 09/30/2003 : \$0.00
Total due on all bills 09/30/2003 : \$0.00

2002 taxes paid for entity ENR \$0.25
2002 taxes paid for entity FNW \$0.46
2002 taxes paid for entity GHA \$3.11
2002 taxes paid for entity RSP \$0.60

If Applicable, The Above Described Property Is Receiving Special Valuation Based On Its Use. Additional Rollback Taxes Which May Become Due Based On The Provisions Of The Tax Special Valuation Are Not Indicated In This Document.

This Certificate Does Not Clear Abuse Of Granted Exemptions As Defined In Section 11.43, Paragraph (1) Of The Texas Property Tax Code.

Signature of Authorized Officer of the Tax Office: *Starlene Schulte*
Date of Issue : 09/05/2003
Requestor : Gary Pennington
Ref. Number :
Fee Paid : \$10.00
Payer : Gary Pennington

Issue Date : 09/05/2003

TAX CERTIFICATE
 Doc 03030272 Bk 2316 Pg 865
 Certificate # 3811

 Hays County Tax Office
 Courthouse Annex, 102 Lbj Dr
 San Marcos, Texas 78666-5961
 (512) 393-5545

 FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 On: Sep 18, 2003 at 11:47A

This certificate includes tax years up to 2002

Entities to which this certificate applies :

 GHA - HAYS COUNTY
 ENR - NORTH HAYS COUNTY EMERGEN
 FNW - NORTHWEST HAYS CO. EMERGEN
 RSP - SPECIAL ROAD DIST

Document Number: 03030272

Amount 106.00

 Rebecca Hall
 Lee Carlisle, County Clerk
 Hays County

Property Information		Owner Information	
Property ID : R99997		Owner ID : 9148663	
Cross Ref : 11-3821-0000-003B0-7		WINTLE ROGER C	
Value Information		534 HIDDEN CREEK DR	
534 Hidden Creek Dr	Land HS : \$5,440	HENLY, TX 78620	
Johnson City, Tx 78636	Land NHS : \$0		
	Imp HS : \$254,740		
HIDDEN CREEK PHASE 1,	Imp NHS : \$0		
LOT 3-B, ACRES 10.16,	Ag Mkt : \$49,830		
(1.00 AC HS)	Ag Use : \$590		
	HS Cap Adj : \$0		
	Assessed : \$260,770		

This Document Is To Certify That After A Careful Check Of The Tax Records Of This Office, The Following Current Or Delinquent Taxes, Penalties, And Interest Are Due On The Property For The Taxing Entities Described Above:

Entity	Year	Statement	Exemptions	Tax	Discount	P&I	Atty Fee	TOTAL
ENR	2002	62839.1		0.00	0.00	0.00	0.00	0.00
FNW	2002	62839.1		0.00	0.00	0.00	0.00	0.00
GHA	2002	62839.1	HS	0.00	0.00	0.00	0.00	0.00
RSP	2002	62839.1	HS	0.00	0.00	0.00	0.00	0.00

 Total for current bills if paid by 09/30/2003 : \$0.00
 Total due on all bills 09/30/2003 : \$0.00

 2002 taxes paid for entity ENR \$59.87
 2002 taxes paid for entity FNW \$108.35
 2002 taxes paid for entity GHA \$729.72
 2002 taxes paid for entity RSP \$135.99

If Applicable, The Above Described Property Is Receiving Special Valuation Based On Its Use. Additional Rollback Taxes Which May Become Due Based On The Provisions Of The Special Valuation Are Not Indicated In This Document.

This Certificate Does Not Clear Abuse Of Granted Exemptions As Defined In Section 11.43, Paragraph (i) Of The Texas Property Tax Code.

 Date of Issue : 09/05/2003
 Requestor : Gary Pennington
 Ref. Number :
 Fee Paid : \$10.00
 Payer : Gary Pennington

Signature of Authorized Officer of the Tax Office

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Page 1 of 1

HIDDEN CREEKS RANCH

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, Henly International, L.L.C., a Texas limited liability company, ("Declarant"), is the owner of certain real property located in Hays and Blanco Counties, Texas ("Property"), which Declarant proposes to develop and subdivide for residential, recreational, and wildlife management purposes; and

WHEREAS, the Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges set forth below; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

NOW, THEREFORE, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any 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; an (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 or referred to in said contract or deed.

**ARTICLE I
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the constructions of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Hidden Creeks Ranch Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean Hidden Creeks Ranch Owners Association, Inc., a Texas non-profit corporation.

1.06 Board. "Board" shall mean the Board of Directors of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and as from time to time amended.

1.08 Common Area. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

1.09 Cooperative. "Cooperative" shall mean the Hidden Creeks Ranch Wildlife Management Cooperative.

1.10 Declarant. "Declarant" shall mean Henly International, L.L.C., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Henly International, L.L.C. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, Outbuildings, storage sheds, barns, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wholes, tanks, reservoirs, pipes, lines, meters,

antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.

1.14 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.15 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.16 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.18 Outbuildings. "Outbuildings" shall mean to include garages, either attached or detached, a barn and a guest house; the guest house shall contain a minimum of 500 square feet.

1.19 Person. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, plans for utility services, and all other documentation or information relevant to such improvement.

1.20 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described on Exhibit "A," attached to and incorporated herein by reference, less any land withdrawn from the Property in accordance with Section 2.02 below.

1.21 Hidden Creeks Ranch Restrictions. "Hidden Creeks Ranch Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with Hidden Creeks Ranch Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.22 Hidden Creeks Ranch Rules. "Hidden Creeks Ranch Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.23 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of Hays County, Texas.

1.24 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to withdraw land from the Property.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions, in accordance with its master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified in which the development of, and restrictions upon, each portion of the Property will benefit every other portion, as well as the entire Property.

2.02 Addition of Land. It is contemplated that Declarant may develop other real property ("Added Land") for residential purposes, and add such Added Land, or a portion thereof, to the Property from time to time. Declarant may add the Added Land or portion thereof, without the consent of any Owner or any other person, and upon the filing of a notice of addition of land as described below, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added lands, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. Additionally, land other than the Added Land may be added at any time and from time to time provided that two-thirds (2/3) of the Owners (excluding Declarant) consent in writing to such annexation, and a notice of addition of land as described below is recorded in the Official Public Records of Hays and Blanco Counties, Texas, and is executed by the President and Secretary of the Association and certifies that two-thirds (2/3) of the Owners (excluding Declarant) have consented to such annexation. In order to add the Added Land to the Property, Declarant shall be required only to record in the Official Public Records of Hays and Blanco Counties, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that all of the provisions of this Declaration shall apply to the land being added;
- (c) A legal description of land being added; and
- (d) A legal description of all Common Area to be owned by the Association within the land being added.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw lands from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property, Declarant shall be required only to record in the Real Property Records of Hays or Blanco Counties, Texas, a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

ARTICLE III GENERAL RESTRICTIONS

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

3.01 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

3.02 Subdividing. No Lot shall be further divided or subdivided into Lots resulting in less than ten (10) acres, nor may any easements or other interests in any Lot be subdivided by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.04 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered. Within the area 100 feet from the roadway (including the area within the road right of way), each Owner shall (i) keep his Lot free of unsightly objects and mowed and (ii) trim all trees and bushes.

3.06 Noise. No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No dirt bikes, motorcycles, dune buggies, four wheelers or other recreational vehicles shall be permitted to be ridden on the Property; provided, however, that legally licensed motorcycles shall be permitted ingress and egress to a Lot.

3.07 Construction of Improvements. No Improvements shall be constructed upon any of the Property or any Lot without the prior written approval of the Architectural Committee. The Improvements on any Lot shall be limited to (i) one single family residence not exceeding two stories in height, and basement and Outbuildings used in connection therewith. For any residence located on the Property, the minimum heated/air conditioned floor area for the main structure, exclusive of porches (screened or open) and garages, shall be 2,000 square feet. Except as herein set out, no other structures may be located upon any portion of the Property. All dwellings and Outbuildings shall be built in place on the Lot; no prefabricated structures are permitted and no old homes shall be moved upon the Property or any Lot without the prior written approval of the Architectural Committee. No above ground swimming pools are allowed on the Property. No trailer, motor home, mobile home, tents, shacks, geodesic structure, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any

structure of a temporary character be used as a residence; provided, however, that only during the actual construction of the residence, an Owner may place a motor home on the Lot as a temporary residence. An Owner may have a building to house a horse or other permitted animal, but said structure shall conform to the dwelling located on the Lot and shall be painted so as to blend in the area. Said structure shall be located in the rear one-half of the Lot and shall be neatly maintained. Propane tanks will be neatly screened so as to not be visible from the front of the main dwelling. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvements, shall be performed only with the prior written approval of the Architectural Committee.

3.08 Hunting. No hunting shall be permitted on the Property.

3.09 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior or exterior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.10 Temporary Structures. No tent shack, or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the proper approval of Declarant, approval dependent on the nature, size, duration, and location of such structure.

3.11 Septic Systems. Installation of septic tank soil - absorption sewerage disposal systems shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of appropriate County Health Department.

3.12 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth; provided, however, Declarant shall have the right to excavate from portions of the Property owned by Declarant such materials as it deems appropriate for the construction, maintenance and repair of roadways.

3.13 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks (other than pickups), boats, tractors, campers, recreational vehicles, wagons, buses, motorcycles, and garden maintenance equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from view of a road and/or an adjacent Lot and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private roads for more than fort-eight (48) hours. Any and all boats, motor homes and/or travel trailers may be parked in the rear one-half of the Lot, not in view of any road.

3.15 Animals - Except as expressly stated herein, no non-native animals shall be allowed on the Property or any Lot except household pets not kept for breeding purposes. Owners may have horses and/or cattle and any such offspring until weaning age, with a maximum of one animal unit per four acres; but such animals shall be for domestic use only and not for any kind of commercialized stock operation. This restriction shall in no way prohibit the keeping of a family pet (cat or dog). All dogs and cats shall be kept in a fenced area or tethered; no dogs or cats shall be allowed to run loose in the Property. Declarant may enter into grazing leases upon the Property until such time as the Hays and Blanco County Central Appraisal Districts accept the Property as qualifying under the 1-d-1 Open Spaces Wildlife Management Use Valuation. Should the Owner not desire for cattle to graze upon such Owner's Lot, such Owner may erect a fence or fences to turn the cattle, with the consent of the Architectural Committee.

3.16 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated structures shall not be allowed.

3.17 Unfinished Structures. The exterior of a structure shall be completely finished within six (6) months after the same has been commenced.

3.18 Sale of Alcohol. The sale of beer, liquor, or other intoxicants shall never be permitted upon the Property or any Lot.

3.19 Fences. All fences fronting a Lot and 50 feet down each side from the front of such Lot shall be a wooden three rail fence. No chain-link fences are permitted in the front of any Lot. No fences shall be erected that restrict the free movement of native wild animals except to protect household yards and gardens.

3.20 Setback Requirements. Setback requirements for Lots are (i) 150 feet from any road upon which the Lot abuts, (ii) 50 feet from the side boundary line of the Lot unless the Owner of such Lot owns contiguous Lot(s) and in that instance, no setback is applicable to the boundary line between such contiguous Lots, (iii) 100 feet from the rear boundary line of the Lot, and (iv) any other set back requirements imposed by applicable governmental entity.

3.21 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.22 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot 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 the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE IV USE RESTRICTIONS

4.01 General. The Property shall be improved and used solely for wildlife management, recreational, and single family residential use and no business or commercial structure shall be constructed or placed on the Property. No feedlots or other commercial livestock operations shall be permitted on the Property. Notwithstanding the foregoing, Declarant shall have the right to erect, place and maintain temporary facilities on the Property as it may deem appropriate for selling Lots and/or constructing residences and related Improvements on Lots.

4.02 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Common Area may be limited to persons currently paying assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to non-owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

ARTICLE V HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association and the Cooperative. The Association and the Cooperative shall be nonprofit corporations created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in their Articles and Bylaws and in this Declaration. Neither of their Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association and the Cooperative. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of both the Association and the Cooperative, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (a) below are hereinafter sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

(a) The Owner of each Lot within the Property shall have one vote for each acre contained in each Lot so owned.

(b) In addition to the votes to which it is entitled by reason of subparagraph (a) of this section for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional three (3) votes for each acre contained in each Lot owned by Declarant until the earlier of (i) December 31, 2008 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (A) of this section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) Hidden Creeks Ranch Rules and Bylaws. To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Hidden Creeks Ranch Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(c) Records. To keep books and records of the Association's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Hidden Creeks Ranch Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Hidden Creeks Ranch Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Hidden Creeks Ranch Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Hidden Creeks Ranch Restrictions.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating, or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other vices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities.

Nothing above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration.

(h) Manager. To retain and pay for the services of a person or firm (the Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(i) Association of Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property and the Vista Grande roadway, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay for other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

(k) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required by this Declaration.

(l) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or other person.

(m) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease gift, or otherwise.

5.05 Powers and Authority of the Cooperative. The Cooperative shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Cooperative and the Board, acting on behalf of the Cooperative, shall have the power and authority at all times as follows:

(a) Hidden Creeks Wildlife Management Cooperative Rules and Bylaws (Cooperative Rules and Bylaws). To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Cooperative Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Cooperative's functions.

(c) Records. To keep books and records of the Cooperative's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at reasonable times in order to implement mutually agreed upon wildlife management practices.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Cooperative.

Nothing above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration.

(g) Manager. To retain and pay for the services of a person or firm (the "Manager") to implement wildlife management practices to the extent deemed advisable by the Board of the Cooperative. Additional personnel may be employed directly by the Cooperative or may be furnished by the Manager. To the extent permitted by law, the Cooperative and the Board may delegate any other duties, powers and functions to the Manager. The members of the Cooperative hereby release the Cooperative and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(h) Wildlife Management Services. To pay for and or implement the necessary qualifying wildlife management practices as are necessary for the continued compliance with the Wildlife Management Plan (the Plan) as prepared by or for the Hidden Creeks Wildlife Management Cooperative.

(i) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board of the Cooperative shall determine, to implement wildlife management practices enumerated in the plan or to provide any service or perform any function on behalf of the Cooperative.

5.06 Maintenance. The Association shall (i) maintain all streets which have been completed but not accepted by the appropriate governmental entity for maintenance, (ii) maintain all Common Area dedicated to the Association for maintenance, by or with the consent of Declarant, and (iii) maintain the landscaping and entry sign located at the entrance of the Property, and all median strips which have not been accepted by any governmental entity for maintenance.

5.07 Common Area. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(a) To accept, own, operate, and maintain all Common Area which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own operate, and maintain all other property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by, or leased to, the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

(b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(c) To execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second, or other junior lien as shall be deemed appropriate by the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the Association deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Declaration.

(d) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.08 Indemnification. The Association and Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere, of its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VI **ARCHITECTURAL COMMITTEE**

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) members ("ACC Members") as Declarant, its successors or assigns deems appropriate. The initial ACC Members of the Architectural Committee shall be Robert E. Peerman, Sr. and Robert E. Peerman, Jr.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the ACC Members.

6.03 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all ACC Members. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all ACC Members.

6.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.06 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural

Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committee based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.07 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, or any Supplemental Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not materially impair or detract from development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by a majority of the ACC Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in a particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions hereof.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its ACC Members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the ACC Members taken without a meeting, shall constitute an act of the Architectural Committee.

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee, nor any Member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its Member or the Board or its member, as the case may be. Neither the Architectural Committee, nor the ACC Members thereof, shall be liable to any Owner due to the construction of any Improvement within the Property.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee, c/o Robert E. Peerman, 12020 US 290 West, Austin, Texas 78737, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.13 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments.

(a) Assessments established by the Boards pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03, 7.04 and/or 7.05 hereof by the total number of acres within the Property at the time the Assessment is levied, as determined by reference to each Plat of a portion of the Property which is of record at the time the Assessment is levied.

(b) Each unpaid assessment, together with interest and costs of collection, as provided below, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all its Improvements. The Association and Cooperative may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Boards shall establish maintenance and/or management funds into which shall be deposited all monies paid to the Association and/or the Cooperative and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association and the Cooperative must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Boards shall estimate the expenses to be incurred by the Association and the Cooperative during such year in performing its function under the Hidden Creeks Ranch Restrictions and the Plan, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Hidden Creeks Ranch Restrictions, the cost of implementing wildlife management practices as described in the Plan, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the level of Assessments set by the Boards shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association and/or the Cooperative may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association and the Cooperative at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Boards may designate in its sole and absolute discretion. In no event shall the regular annual assessment per Lot for the year 1999 exceed the sum of \$600.00. Thereafter, at the Boards' sole and absolute discretion, the maximum regular annual assessment permitted hereunder may be increased by no more than twenty percent (20%) per year. The maximum regular annual assessment may be increased by more than twenty per cent (20%) during a year only by affirmative vote of two-thirds (2/3) of each class of members, voting in person or by proxy, at a meeting duly called for such purpose.

7.04 Vista Grande Road Maintenance Annual Assessments. The Association shall be responsible for its pro rata share of the annual maintenance and repair of the Vista Grande roadway which connects the Property to a publicly dedicated roadway. The Association's "pro rata share" shall equal the product of (i) total annual expense of such roadway maintenance and repair multiplied by (ii) the fraction of which the denominator equals (x) the total acreage contained in the Vista Grande subdivision and the Hidden Creeks Ranches subdivision, and (y) the numerator equals the total number of acres in the Hidden Creeks subdivision. Prior to the beginning of each fiscal year, the Vista Grande Property Owners' Association shall estimate the expenses to be incurred for the maintenance of the Vista Grande roadway and determine the Association's share of the maintenance of the Vista Grande Road which connects the Property to a publicly dedicated roadway. Assessments sufficient to pay such estimated road maintenance expenses shall then be levied as provided herein, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.05 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest thereon as provided for in Section 7.05 above, and the cost of collection, including reasonable attorneys' fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust liens of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association to evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerks of Hays and Blanco Counties, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment become delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suite against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitation, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or

conveyance executed, or to be executed, by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner, or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 7.5 feet on each side of such Lot line.

8.02 Installation and maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wire, conduits, service lines, or other utility facilities or appurtenances thereto, on above, across and under the property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utilities easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each owner covenants to provide easements for drainage and water flow, as contours of land the arrangement of Improvements approved by the Architectural committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

8.05 Common Area. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (a) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- (c) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;
- (d) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and
- (e) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2028, unless amended as herein provided. After December 31, 2028, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of thirty (30) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

9.02 Amendment.

(a) By Declarant. This Declaration may be amended by the Declarant, in its sole discretion, acting alone until December 31, 2008, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment under this Section 9.02 (a) shall be effective until there has been recorded in the Official Public Records of Hays and Blanco Counties, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(b) By Owners. In addition to the method in Section 9.02 (a), this Declaration may be amended by the recording in the Hays County Official Public Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.07 Compliance with Provisions of Hidden Creeks Ranch Restrictions. Each Owner shall comply strictly with the provisions of the Hidden Creeks Ranch Restrictions as the same may be amended from time to time. Failure to comply with any of the Hidden Creeks Ranch Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.08 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of Hidden Creeks Ranch Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure to enforce any provision of the Hidden Creeks Ranch Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

(a) Restrictions Severable. The provisions of the Hidden Creeks Ranch Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 8th day of June, 1999.

DECLARANT

Henry International L.L.C.

By: 

Robert E. Peerman, Sr., Manager

STATE OF TEXAS

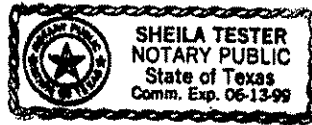
COUNTY OF HAYS

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§
§

This instrument was acknowledged before me on this 8th day of June, 1999, by Robert E. Peerman, Sr., Manager of Henly International, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Sheila Tester
Notary Public, State of Texas

My Commission expires: 6-13-99



FIELD NOTE DESCRIPTION OF
362.98 ACRES OF LAND OUT OF THE
J. SEILER AND A. DRANE SURVEYS IN
HAYS COUNTY AND BLANCO COUNTY, TEXAS.

BEING A PORTION OF THAT CERTAIN 791.19 ACRES CONVEYED TO HENLY INTERNATIONAL, LLC, IN A DEED RECORDED IN VOLUME 198, PAGE 279, OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A STEEL PIN FOUND FOR THE NORTHWEST CORNER OF LOT #26 VISTA GRANDE, A SUBDIVISION, AS RECORDED IN VOLUME 8, PAGES 41-45, OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS;

THENCE, S 85°03'17" E, A DISTANCE OF 479.45 FT., WITH THE NORTH LINE OF SAID VISTA GRANDE SUBDIVISION AS FENCED, AND THE SOUTH LINE OF THE VIRGINIA LEE JOY TRACT AS RECORDED IN VOLUME 285, PAGE 157, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, TO A STEEL PIN FOUND FOR THE INTERSECTION OF THE NORTH LINE OF SAID SUBDIVISION AND THE CURVING WEST MARGIN OF A CULDESAC WHICH IS A PART OF OLD RED RANCH ROAD.

THENCE, WITH SAID CURVING WEST MARGIN OF OLD RED RANCH ROAD, AND THE ARC OF A NON TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS, S 25°26'56" E A DISTANCE OF 60.00 FT., SAID CURVE HAVING A CENTRAL ANGLE OF 130°00'25", A RADIUS OF 60.00 FT., AN ARC DISTANCE OF 136.14 FT. AND HAVING A CHORD BEARING S 00°26'51" E, A DISTANCE OF 108.76 FT., TO A POINT OF TANGENCY;

THENCE, S 00°10'27" W, A DISTANCE OF 84.70 FT., WITH THE WEST MARGIN OF OLD RED RANCH ROAD TO A STEEL PIN FOUND;

THENCE, N 90°00'00" W, A DISTANCE OF 474.67 FT., WITH THE COMMON LINE OF LOTS #25 AND #26 VISTA GRANDE SUBDIVISION, TO A STEEL PIN FOUND;

THENCE, S 00°52'31" E, A DISTANCE OF 1301.49 FT., WITH THE WEST LINE OF VISTA GRANDE SUBDIVISION, AS FENCED, TO A STEEL PIN SET;

THENCE CROSSING THE HENLY INTERNATIONAL, LLC, 791.19 ACRE TRACT THE FOLLOWING THREE CALLS:

- 1) N 46°52'11" W, A DISTANCE OF 1166.03 FT., TO A STEEL PIN SET
- 2) N 31°23'42" E, A DISTANCE OF 519.02 FT., TO A STEEL PIN SET
- 3) N 58°36'18" W, A DISTANCE OF 60.00 FT., TO A STEEL PIN SET

THENCE, WITH THE ARC OF A NON TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS, S 58°36'18" E, A DISTANCE OF 630.00 FT., SAID CURVE HAVING A CENTRAL ANGLE OF 17°25'05" A RADIUS OF 630.00 FT., AN ARC DISTANCE OF 191.52 FT., AND A CHORD BEARING N 40°06'15" E, A DISTANCE OF 190.79 FT., TO A STEEL PIN SET;

THENCE, CONTINUING ACROSS SAID 791.19 ACRES THE FOLLOWING TWO CALLS:

- 1) S 77°25'32" W, A DISTANCE OF 955.44 FT., TO A STEEL PIN SET;
- 2) S 34°29'36" W, A DISTANCE OF 455.77 FT., TO A STEEL PIN SET AT THE APPROXIMATE CENTER LINE OF A CREEK;

THENCE, CONTINUING ACROSS SAID 791.19 ACRES WITH THE APPROXIMATE CENTER LINE OF SAID CREEK, THE FOLLOWING 27 CALLS:

- 1) N 13°59'48" W, A DISTANCE OF 290.20 FT., TO A STEEL PIN SET;
- 2) N 44°13'52" W, A DISTANCE OF 362.16 FT., TO A STEEL PIN SET;
- 3) N 37°58'17" W, A DISTANCE OF 239.02 FT., TO A STEEL PIN SET;
- 4) N 63°33'32" W, A DISTANCE OF 158.41 FT., TO A STEEL PIN SET;
- 5) S 86°15'13" W, A DISTANCE OF 129.14 FT., TO A STEEL PIN SET;
- 6) N 56°17'32" W, A DISTANCE OF 164.23 FT., TO A STEEL PIN SET;
- 7) N 40°27'12" W, A DISTANCE OF 190.74 FT., TO A STEEL PIN SET;
- 8) N 18°06'32" W, A DISTANCE OF 193.00 FT., TO A STEEL PIN SET;
- 9) N 00°41'32" W, A DISTANCE OF 164.06 FT., TO A STEEL PIN SET;
- 10) N 14°02'22" W, A DISTANCE OF 187.41 FT., TO A STEEL PIN SET;
- 11) N 43°41'52" W, A DISTANCE OF 152.97 FT., TO A STEEL PIN SET;
- 12) N 21°03'27" W, A DISTANCE OF 189.41 FT., TO A STEEL PIN SET;
- 13) N 31°33'08" E, A DISTANCE OF 268.66 FT., TO A STEEL PIN SET;
- 14) N 13°57'23" E, A DISTANCE OF 119.51 FT., TO A STEEL PIN SET;
- 15) N 34°00'52" W, A DISTANCE OF 228.45 FT., TO A STEEL PIN SET;

- 16) N 73°57'07" W, A DISTANCE OF 274.40 FT., TO A STEEL PIN SET;
- 17) S 79°51'36" W, A DISTANCE OF 376.94 FT., TO A STEEL PIN SET;
- 18) N 75°24'44" W, A DISTANCE OF 111.50 FT., TO A STEEL PIN SET;
- 19) N 34°40'58" W, A DISTANCE OF 176.27 FT., TO A STEEL PIN SET;
- 20) N 34°01'40" E, A DISTANCE OF 261.08 FT., TO A STEEL PIN SET;
- 21) N 42°32'04" E, A DISTANCE OF 252.64 FT., TO A STEEL PIN SET;
- 22) N 18°02'42" E, A DISTANCE OF 160.54 FT., TO A STEEL PIN SET;
- 23) N 14°24'14" W, A DISTANCE OF 123.77 FT., TO A STEEL PIN SET;
- 24) N 52°47'39" W, A DISTANCE OF 141.14 FT., TO A STEEL PIN SET;
- 25) N 64°45'57" W, A DISTANCE OF 273.42 FT., TO A STEEL PIN SET;
- 26) N 71°28'37" W, A DISTANCE OF 202.22 FT., TO A STEEL PIN SET;
- 27) S 84°33'26" W, A DISTANCE OF 111.61 FT., TO A STEEL PIN SET;

THENCE, LEAVING SAID CREEK AND CONTINUING ACROSS SAID 791.19 ACRES, THE FOLLOWING TWO CALLS:

- 1) S 24°44'08" W, A DISTANCE OF 162.42 FT., TO A STEEL PIN SET;
- 2) S 79°03'27" W, A DISTANCE OF 912.77 FT., TO A STEEL PIN SET IN THE WEST LINE OF SAID 791.19 ACRES AND EAST LINE OF THAT CERTAIN O.H. LONGUET TRACT AS RECORDED IN VOLUME 64, PAGE 601, OF THE DEED RECORDS OF BLANCO COUNTY TEXAS;

THENCE, N 05°54'51" W, A DISTANCE OF 2206.74 FT., WITH SAID WEST LINE OF THE 791.19 ACRE TRACT AS FENCED, AND THE EAST LINE OF SAID O.H. LONGUET TRACT TO A STEEL PIN FOUND IN THE SOUTH LINE OF THE ELBERT FINE 758.98 ACRE TRACT AS RECORDED IN VOLUME 65, PAGE 405, OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS; FOR THE NORTHWEST CORNER OF SAID 791.19 ACRE TRACT;

THENCE, WITH THE SOUTH LINE OF THE SAID ELBERT FINE TRACT AND THE NORTH LINE OF SAID 791.19 ACRE TRACT AS FENCED THE FOLLOWING FIVE CALLS:

- 1) N 82°35'47" E, A DISTANCE OF 298.69 FT., TO A STEEL PIN FOUND;
- 2) N 82°38'46" E, A DISTANCE OF 162.57 FT., TO A STEEL PIN FOUND;
- 3) N 81°21'10" E, A DISTANCE OF 472.63 FT., TO A STEEL PIN SET;
- 4) N 82°04'31" E, A DISTANCE OF 112.58 FT., TO A STEEL PIN SET;
- 5) N 84°04'04" E, A DISTANCE OF 255.82 FT., TO A STEEL PIN FOUND;

THENCE, WITH THE SOUTH LINE OF THE JOHN G. YEAR, TRUSTEE, TRACT AS RECORDED IN VOLUME 488, PAGE 257, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS AND THE NORTHLINE OF SAID 791.19 ACRE TRACT THE FOLLOWING FIVE CALLS:

- 1) N 86°19'51" E, A DISTANCE OF 64.67 FT., TO A STEEL PIN SET;
- 2) N 83°55'10" E, A DISTANCE OF 228.60 FT., TO A STEEL PIN SET;
- 3) N 82°21'07" E, A DISTANCE OF 634.17 FT., TO A STEEL PIN SET;
- 4) N 82°57'29" E, A DISTANCE OF 555.62 FT., TO A STEEL PIN FOUND;
- 5) N 88°51'59" E, A DISTANCE OF 568.70 FT., TO A STEEL PIN FOUND FOR THE NORTHEAST CORNER OF SAID 791.19 ACRE TRACT AND THE NORTHWEST CORNER, OF THAT CERTAIN TOMMIE LORAIN JOY TRACT AS RECORDED IN VOLUME 285, PAGE 163, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS;

THENCE, WITH THE EAST LINE OF SAID 791.19 AND WEST LINE OF THE TOMMIE LORAIN JOY TRACT AS FENCED, THE FOLLOWING THREE CALLS:

- 1) S 05°54'32" E, A DISTANCE OF 1243.28 FT., TO A STEEL PIN FOUND;
- 2) S 06°06'34" E, A DISTANCE OF 660.61 FT., TO A STEEL PIN FOUND;
- 3) S 10°37'12" E, A DISTANCE OF 1088.66 FT., TO A STEEL PIN FOUND FOR AND INSIDE ELL CORNER OF SAID 791.19 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID TOMMIE LORAIN JOY TRACT;

THENCE, S 00°58'24" E, A DISTANCE OF 1961.96 WITH A COMMON LINE OF SAID TOMMIE LORAIN JOY TRACT AND SAID 791.19 ACRE TRACT AS FENCED, THE FOLLOWING THREE CALLS:

- 1) S 88°46'20" E, A DISTANCE OF 931.76 FT., TO A STEEL PIN SET;
- 2) S 01°13'40" W, A DISTANCE OF 65.00 FT., TO A STEEL PIN SET;
- 3) S 88°36'11" E, A DISTANCE OF 614.40 FT., TO A STEEL PIN SET IN THE WEST LINE OF THE VIRGINIA LEE JOY LINDER TRACT AS RECORDED IN VOLUME 285, PAGE 157, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS;

THENCE, WITH AN EAST LINE OF SAID 791.19 ACRE TRACT AND THE WEST LINE OF VIRGINIA LEE JOY LINDER TRACT AS FENCED, TO THE POINT OF BEGINNING AND CONTAINING 362.98 ACRES OF LAND.

SURVEYED: June 22, 1999
BY:

L.G. FRIAR, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1505
(512) 858-7567



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lee Carlisle

7-8-99 10:29 AM 9915941
ROSE \$39.00
LEE CARLISLE, County Clerk
HAYS COUNTY

MAIL TO: KNOX WILLIAMS III
P.O. BOX 776
Dripping Springs, TX 78620

AMENDED AND RESTATEDDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS;

Bk

Vol

Pg

COUNTIES OF HAYS AND BLANCO

§

04011817 OFR 2451 818

WHEREAS, Henly International, L.L.C., a Texas limited liability company, ("Declarant") executed that certain Hidden Creek Ranch Declaration of Covenants, Conditions and Restrictions ("Original Restrictions") dated June 8, 1999, and recorded in Volume 210, Page 646 of the Official Public Records of Blanco County, Texas and in Instrument No.9915941 of the Official Public Records of Hays County, Texas and covering that certain real property being more fully described therein (the "Property").

WHEREAS, Declarant, in its sole discretion, has the right to amend the Original Restrictions until December 31, 208 or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first.

WHEREAS, Declarant currently holds a majority of the votes in the Association.

WHEREAS, Declarant desires to amend and restate the Original Restrictions pursuant to the provisions of the Original Restrictions in this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH (the "Declaration").

NOW, THEREFORE, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any 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 or referred to in said contract or deed. This Declaration, hereby amends, corrects and restates the Original Restrictions in their entirety. The Property shall hereinafter be referred to and known as "HIDDEN CREEK RANCH", which shall hereafter be subject to the following:

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the constructions of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Hidden Creeks Ranch Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean Hidden Creeks Ranch Owners Association, Inc., a Texas non-profit corporation.

1.06 Board. "Board" shall mean the Board of Directors of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and as from time to time amended.

1.08 Common Area. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

1.09 Cooperative. "Cooperative" shall mean the Hidden Creeks Ranch Wildlife Management Cooperative.

1.10 Declarant. "Declarant" shall mean Henly International, L.L.C., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Henly International, L.L.C. as

Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, Outbuildings, storage sheds, barns, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wholes, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.

1.14 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.15 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.16 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.18 Outbuildings. "Outbuildings" shall mean to include garages, either attached or detached, a barn and a guest house; the guest house shall contain a minimum of 500 square feet.

1.19 Person. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, plans for utility services, and all other documentation or information relevant to such improvement.

1.20 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described in the Original Restrictions, less any land withdrawn from the Property in accordance with Section 2.02 below.

1.21 Hidden Creeks Ranch Restrictions. "Hidden Creeks Ranch Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with Hidden Creeks Ranch Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.22 Hidden Creeks Ranch Rules. "Hidden Creeks Ranch Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.23 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of Hays County, Texas.

1.24 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to withdraw land from the Property.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions, in accordance with its master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified in which the development of, and restrictions upon, each portion of the Property will benefit every other portion, as well as the entire Property.

2.02 Addition of Land. It is contemplated that Declarant may develop other real property ("Added Land") for residential purposes, and add such Added Land, or a portion thereof, to the Property from time to time. Declarant may

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add the Added Land or portion thereof, without the consent of any Owner or any other person, and upon the filing of a notice of addition of land as described below, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added lands, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. Additionally, land other than the Added Land may be added at any time and from time to time provided that two-thirds (2/3) of the Owners (excluding Declarant) consent in writing to such annexation, and a notice of addition of land as described below is recorded in the Official Public Records of Hays and Blanco Counties, Texas, and is executed by the President and Secretary of the Association and certifies that two-thirds (2/3) of the Owners (excluding Declarant) have consented to such annexation. In order to add the Added Land to the Property, Declarant shall be required only to record in the Official Public Records of Hays and Blanco Counties, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that all of the provisions of this Declaration shall apply to the land being added;
- (c) A legal description of land being added; and
- (d) A legal description of all Common Area to be owned by the Association within the land being added.

2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw lands from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property, Declarant shall be required only to record in the Real Property Records of Hays or Blanco Counties, Texas, a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

ARTICLE III GENERAL RESTRICTIONS

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

3.01 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

3.02 Subdividing. No Lot shall be further divided or subdivided into Lots resulting in less than twelve and one half (12.5) acres so as to comply with the minimum acreage requirements of Hays County Central Appraisal District for wildlife management exemption, nor may any easements or other interests in any Lot be subdivided by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.04 Signs. No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered. Within the area 100 feet from the roadway (including the area within the road right of way), each Owner shall (i) keep his Lot free of unsightly objects and mowed and (ii) trim all trees and bushes.

3.06 Noise. No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted

to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants. No dirt bikes, motorcycles, dune buggies, four wheelers or other recreational vehicles shall be permitted to be ridden on the Property; provided, however, that legally licensed motorcycles shall be permitted ingress and egress to a Lot.

3.07 Construction of Improvements. No Improvements shall be constructed upon any of the Property or any Lot without the prior written approval of the Architectural Committee. The Improvements on any Lot shall be limited to (i) one single family residence not exceeding two stories in height, and basement and Outbuildings used in connection therewith. For any residence located on the Property, the minimum heated/air conditioned floor area for the main structure, exclusive of porches (screened or open) and garages, shall be 2,000 square feet. Except as herein set out, no other structures may be located upon any portion of the Property. All dwellings and Outbuildings shall be built in place on the Lot; no prefabricated structures are permitted and no old homes shall be moved upon the Property or any Lot without the prior written approval of the Architectural Committee. No above ground swimming pools are allowed on the Property. No trailer, motor home, mobile home, tents, shacks, geodesic structure, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that only during the actual construction of the residence, an Owner may place a motor home on the Lot as a temporary residence. An Owner may have a building to house a horse or other permitted animal, but said structure shall conform to the dwelling located on the Lot and shall be painted so as to blend in the area. Said structure shall be located in the rear one-half of the Lot and shall be neatly maintained. Propane tanks will be neatly screened so as to not be visible from the front of the main dwelling. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvements, shall be performed only with the prior written approval of the Architectural Committee.

3.08 Hunting. No hunting shall be permitted on the Property.

3.09 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior or exterior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.10 Temporary Structures. No tent shack, or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the proper approval of Declarant, approval dependent on the nature, size, duration, and location of such structure.

3.11 Septic Systems. Installation of septic tank soil - absorption sewerage disposal systems shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of appropriate County Health Department.

3.12 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth; provided, however, Declarant shall have the right to excavate from portions of the Property owned by Declarant such materials as it deems appropriate for the construction, maintenance and repair of roadways.

3.13 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks (other than pickups), boats, tractors, campers, recreational vehicles, wagons, buses, motorcycles, and garden maintenance equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from view of a road and/or an adjacent Lot and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private roads for more than forty-eight (48) hours. Any and all boats, motor homes and/or travel trailers may be parked in the rear one-half of the Lot, not in view of any road.

3.15 Animals - Except as expressly stated herein, no non-native animals shall be allowed on the Property or any Lot except household pets not kept for breeding purposes. Owners may have horses and/or cattle and any such offspring until weaning age, with a maximum of one animal unit per four acres; but such animals shall be for domestic

use only and not for any kind of commercialized stock operation. This restriction shall in no way prohibit the keeping of a family pet (cat or dog). All dogs and cats shall be kept in a fenced area or tethered; no dogs or cats shall be allowed to run loose in the Property. Declarant may enter into grazing leases upon the Property until such time as the Hays and Blanco County Central Appraisal Districts accept the Property as qualifying under the 1-d-1 Open Spaces Wildlife Management Use Valuation. Should the Owner not desire for cattle to graze upon such Owner's Lot, such Owner may erect a fence or fences to turn the cattle, with the consent of the Architectural Committee.

3.16 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated structures shall not be allowed.

3.17 Unfinished Structures. The exterior of a structure shall be completely finished within six (6) months after the same has been commenced.

3.18 Sale of Alcohol. The sale of beer, liquor, or other intoxicants shall never be permitted upon the Property or any Lot.

3.19 Fences. All fences fronting a Lot and 50 feet down each side from the front of such Lot shall be a wooden three rail fence. No chain-link fences are permitted in the front of any Lot. No fences shall be erected that restrict the free movement of native wild animals except to protect household yards and gardens.

3.20 Setback Requirements. Setback requirements for Lots are (i) 150 feet from any road upon which the Lot abuts, (ii) 50 feet from the side boundary line of the Lot unless the Owner of such Lot owns contiguous Lot(s) and in that instance, no setback is applicable to the boundary line between such contiguous Lots, (iii) 100 feet from the rear boundary line of the Lot, and (iv) any other set back requirements imposed by applicable governmental entity.

3.21 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.22 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot 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 the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE IV USE RESTRICTIONS

4.01 General. The Property shall be improved and used solely for wildlife management, recreational, and single family residential use and no business or commercial structure shall be constructed or placed on the Property. No feedlots or other commercial livestock operations shall be permitted on the Property. Notwithstanding the foregoing, Declarant shall have the right to erect, place and maintain temporary facilities on the Property as it may deem appropriate for selling Lots and/or constructing residences and related Improvements on Lots.

4.02 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Common Area may be limited to persons currently paying assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to non-owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

ARTICLE V HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association and the Cooperative. The Association and the Cooperative shall be nonprofit corporations created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in their Articles and Bylaws and in this Declaration. Neither of their Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association and the Cooperative. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of both the Association and the Cooperative, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (a) below are hereinafter

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sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

(a) The Owner of each Lot within the Property shall have one vote for each acre contained in each Lot so owned.

(b) In addition to the votes to which it is entitled by reason of subparagraph (a) of this section for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional three (3) votes for each acre contained in each Lot owned by Declarant until the earlier of (i) December 31, 2008 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (A) of this section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) Hidden Creeks Ranch Rules and Bylaws. To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Hidden Creeks Ranch Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(c) Records. To keep books and records of the Association's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Hidden Creeks Ranch Restrictions or for the purpose of maintaining or repairing any area, improvement or other facility to conform to the Hidden Creeks Ranch Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Hidden Creeks Ranch Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Hidden Creeks Ranch Restrictions.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating, or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other vices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities.

Nothing above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration.

(h) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(i) Association of Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property and the Vista Grande roadway, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay for other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

(k) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required by this Declaration.

(l) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or other person.

(m) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease gift, or otherwise.

5.05 Powers and Authority of the Cooperative. The Cooperative shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Cooperative and the Board, acting on behalf of the Cooperative, shall have the power and authority at all times as follows:

(a) Hidden Creeks Wildlife Management Cooperative Rules and Bylaws (Cooperative Rules and Bylaws). To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Cooperative Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Cooperative's functions.

(c) Records. To keep books and records of the Cooperative's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at reasonable times in order to implement mutually agreed upon wildlife management practices.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Cooperative.

Nothing above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration.

(g) Manager. To retain and pay for the services of a person or firm (the "Manager") to implement wildlife management practices to the extent deemed advisable by the Board of the Cooperative. Additional personnel may be employed directly by the Cooperative or may be furnished by the Manager. To the extent permitted by law, the Cooperative and the Board may delegate any other duties, powers and functions to the Manager. The members of the Cooperative hereby release the Cooperative and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(h) Wildlife Management Services. To pay for and or implement the necessary qualifying wildlife management practices as are necessary for the continued compliance with the Wildlife Management Plan (the Plan) as prepared by or for the Hidden Creeks Wildlife Management Cooperative.

(i) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board of the Cooperative shall determine, to implement wildlife management practices enumerated in the plan or to provide any service or perform any function on behalf of the Cooperative.

5.06 Maintenance. The Association shall (i) maintain all streets which have been completed but not accepted by the appropriate governmental entity for maintenance, (ii) maintain all Common Area dedicated to the Association for maintenance, by or with the consent of Declarant, and (iii) maintain the landscaping and entry sign located at the entrance of the Property, and all median strips which have not been accepted by any governmental entity for maintenance.

5.07 Common Area. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(a) To accept, own, operate, and maintain all Common Area which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own operate, and maintain all other property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by, or leased to, the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

(b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(c) To execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second, or other junior lien as shall be deemed appropriate by the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the Association deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Declaration.

(d) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.08 Indemnification. The Association and Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere, of its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VI

ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) members ("ACC Members") as Declarant, its successors or assigns deems appropriate. The initial ACC Members of the Architectural Committee shall be Robert E. Peerman, Sr. and Robert E. Peerman, Jr.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the ACC Members.

6.03 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all ACC Members. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all ACC Members.

6.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.06 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committee based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.07 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, or any Supplemental Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not materially impair or detract from development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by a majority of the ACC Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in a particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions hereof.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its ACC Members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the ACC Members taken without a meeting, shall constitute an act of the Architectural Committee.

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee, nor any Member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its Member or the Board or its member, as the case may be. Neither the Architectural Committee, nor the ACC Members thereof, shall be liable to any Owner due to the construction of any Improvement within the Property.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee, c/o Robert E. Peerman, 12020 US 290 West, Austin, Texas 78737, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.13 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments.

(a) Assessments established by the Boards pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03, 7.04 and/or 7.05 hereof by the total number of acres within the Property at the time the Assessment is levied, as determined by reference to each Plat of a portion of the Property which is of record at the time the Assessment is levied.

(b) Each unpaid assessment, together with interest and costs of collection, as provided below, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all its Improvements. The Association and Cooperative may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Boards shall establish maintenance and/or management funds into which shall be deposited all monies paid to the Association and/or the Cooperative and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association and the Cooperative must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Boards shall estimate the expenses to be incurred by the Association and the Cooperative during such year in performing its function under the Hidden Creeks Ranch Restrictions and the Plan, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Hidden Creeks Ranch Restrictions, the cost of implementing wildlife management practices as described in the Plan, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the level of Assessments set by the Boards shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association and/or the Cooperative may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association and the Cooperative at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Boards may designate in its sole and absolute discretion. In no event shall the regular annual assessment per Lot for the year 1999 exceed the sum of \$600.00. Thereafter, at the Boards' sole and absolute discretion, the maximum regular annual assessment permitted hereunder may be increased by no more than twenty percent (20%) per year. The maximum regular annual assessment may be increased by more than twenty per cent (20%) during a year only by affirmative vote of two-thirds (2/3) of each class of members, voting in person or by proxy, at a meeting duly called for such purpose.

7.04 Vista Grande Road Maintenance Annual Assessments. The Association shall be responsible for its pro rata share of the annual maintenance and repair of the Vista Grande roadway which connects the Property to a publicly dedicated roadway. The Association's "pro rata share" shall equal the product of (i) total annual expense of such roadway maintenance and repair multiplied by (ii) the fraction of which the denominator equals (x) the total acreage contained in the Vista Grande subdivision and the Hidden Creeks Ranches subdivision, and (y) the numerator equals the total number of acres in the Hidden Creeks subdivision. Prior to the beginning of each fiscal year, the Vista Grande Property Owners' Association shall estimate the expenses to be incurred for the maintenance of the Vista Grande roadway and determine the Association's share of the maintenance of the Vista Grande Road which connects the Property to a publicly dedicated roadway. Assessments sufficient to pay such estimated road maintenance expenses shall then be levied as provided herein, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.05 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest thereon as provided for in Section 7.05 above, and the cost of collection, including reasonable attorneys' fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind

such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust liens of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association to evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerks of Hays and Blanco Counties, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment become delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suite against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitation, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner, or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 7.5 feet on each side of such Lot line.

8.02 Installation and maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wire, conduits, service lines, or other utility facilities or appurtenances thereto, on above, across and under the property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utilities easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each owner covenants to provide easements for drainage and water flow, as contours of land the arrangement of Improvements approved by the Architectural committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

8.05 Common Area. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

(a) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

(c) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

(d) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and

(e) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2028, unless amended as herein provided. After December 31, 2028, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of thirty (30) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

9.02 Amendment.

(a) By Declarant. This Declaration may be amended by the Declarant, in its sole discretion, acting alone until December 31, 2008, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment under this Section 9.02 (a) shall be effective until there has been recorded in the Official Public Records of Hays and Blanco Counties, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(b) By Owners. In addition to the method in Section 9.02 (a), this Declaration may be amended by the recording in the Hays County Official Public Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.07 Compliance with Provisions of Hidden Creeks Ranch Restrictions. Each Owner shall comply strictly with the provisions of the Hidden Creeks Ranch Restrictions as the same may be amended from time to time. Failure to comply with any of the Hidden Creeks Ranch Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.08 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of Hidden Creeks Ranch Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure to enforce any provision of the Hidden Creeks Ranch Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

(a) Restrictions Severable. The provisions of the Hidden Creeks Ranch Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 27 day of April, 2004.

DECLARANT

Henly International, L.L.C.

By: Robert E. Peerman

Robert E. Peerman, Sr., Manager

STATE OF TEXAS

§

§

COUNTY OF HAYS

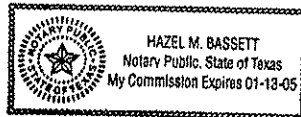
§

This instrument was acknowledged before me on this 27 day of April, 2004, by Robert E. Peerman, Sr., Manager of Henly International, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Hazel M. Bassett

Notary Public, State of Texas

My Commission expires: _____



Mail to
KNOX WILLIAMS III
12420 FITZHUGH Rd.
AUSTIN, TX. 78736

Filed for Record in:
Hays County
On: Apr 29, 2004 at 10:32A
Document Number: 04011817
Amount: 38.00
Receipt Number - 100024
By:
Rebecca Hall, Deputy
Lee Carlisle, County Clerk
Hays County

AMENDED AND RESTATEDDECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF HAYS AND BLANCO

§

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WHEREAS, Henly International, L.L.C., a Texas limited liability company, ("Declarant") executed that certain Hidden Creek Ranch Declaration of Covenants, Conditions and Restrictions ("Original Restrictions") dated June 8, 1999, and recorded in Volume 210, Page 646 of the Official Public Records of Blanco County, Texas and in Instrument No.9915941 of the Official Public Records of Hays County, Texas and covering that certain real property being more fully described therein (the "Property").

WHEREAS, Declarant, in its sole discretion, has the right to amend the Original Restrictions until December 31, 208 or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first.

WHEREAS, Declarant currently holds a majority of the votes in the Association.

WHEREAS, Declarant desires to amend and restate the Original Restrictions pursuant to the provisions of the Original Restrictions in this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH (the "Declaration").

NOW, THEREFORE, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any 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 or referred to in said contract or deed. This Declaration, hereby amends, corrects and restates the Original Restrictions in their entirety. The Property shall hereinafter be referred to and known as "HIDDEN CREEK RANCH", which shall hereafter be subject to the following:

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the constructions of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Hidden Creeks Ranch Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.05 Association. "Association" shall mean Hidden Creeks Ranch Owners Association, Inc., a Texas non-profit corporation.

1.06 Board. "Board" shall mean the Board of Directors of the Association.

1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and as from time to time amended.

1.08 Common Area. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

1.09 Cooperative. "Cooperative" shall mean the Hidden Creeks Ranch Wildlife Management Cooperative.

1.10 Declarant. "Declarant" shall mean Henly International, L.L.C., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Henly International, L.L.C. as

Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, Outbuildings, storage sheds, barns, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wholes, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.

1.14 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.15 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.16 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.18 Outbuildings. "Outbuildings" shall mean to include garages, either attached or detached, a barn and a guest house; the guest house shall contain a minimum of 500 square feet.

1.19 Person. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, plans for utility services, and all other documentation or information relevant to such improvement.

1.20 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described in the Original Restrictions, less any land withdrawn from the Property in accordance with Section 2.02 below.

1.21 Hidden Creeks Ranch Restrictions. "Hidden Creeks Ranch Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with Hidden Creeks Ranch Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

1.22 Hidden Creeks Ranch Rules. "Hidden Creeks Ranch Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.23 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of Hays County, Texas.

1.24 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to withdraw land from the Property.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions, in accordance with its master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified in which the development of, and restrictions upon, each portion of the Property will benefit every other portion, as well as the entire Property.

2.02 Addition of Land. It is contemplated that Declarant may develop other real property ("Added Land") for residential purposes, and add such Added Land, or a portion thereof, to the Property from time to time. Declarant may

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add the Added Land or portion thereof, without the consent of any Owner or any other person, and upon the filing of a notice of addition of land as described below, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added lands, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. Additionally, land other than the Added Land may be added at any time and from time to time provided that two-thirds (2/3) of the Owners (excluding Declarant) consent in writing to such annexation, and a notice of addition of land as described below is recorded in the Official Public Records of Hays and Blanco Counties, Texas, and is executed by the President and Secretary of the Association and certifies that two-thirds (2/3) of the Owners (excluding Declarant) have consented to such annexation. In order to add the Added Land to the Property, Declarant shall be required only to record in the Official Public Records of Hays and Blanco Counties, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that all of the provisions of this Declaration shall apply to the land being added;
- (c) A legal description of land being added; and
- (d) A legal description of all Common Area to be owned by the Association within the land being added.

2.03 **Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw lands from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property, Declarant shall be required only to record in the Real Property Records of Hays or Blanco Counties, Texas, a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

ARTICLE III GENERAL RESTRICTIONS

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

3.01 **Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on the Property without the prior written approval of the Board.

3.02 **Subdividing.** No Lot shall be further divided or subdivided into Lots resulting in less than twelve and one half (12.5) acres so as to comply with the minimum acreage requirements of Hays County Central Appraisal District for wildlife management exemption, nor may any easements or other interests in any Lot be subdivided by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.04 **Signs.** No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered. Within the area 100 feet from the roadway (including the area within the road right of way), each Owner shall (i) keep his Lot free of unsightly objects and mowed and (ii) trim all trees and bushes.

3.06 **Noise.** No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted

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to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No dirt bikes, motorcycles, dune buggies, four wheelers or other recreational vehicles shall be permitted to be ridden on the Property; provided, however, that legally licensed motorcycles shall be permitted ingress and egress to a Lot.

3.07 Construction of Improvements. No Improvements shall be constructed upon any of the Property or any Lot without the prior written approval of the Architectural Committee. The Improvements on any Lot shall be limited to (i) one single family residence not exceeding two stories in height, and basement and Outbuildings used in connection therewith. For any residence located on the Property, the minimum heated/air conditioned floor area for the main structure, exclusive of porches (screened or open) and garages, shall be 2,000 square feet. Except as herein set out, no other structures may be located upon any portion of the Property. All dwellings and Outbuildings shall be built in place on the Lot; no prefabricated structures are permitted and no old homes shall be moved upon the Property or any Lot without the prior written approval of the Architectural Committee. No above ground swimming pools are allowed on the Property. No trailer, motor home, mobile home, tents, shacks, geodesic structure, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that only during the actual construction of the residence, an Owner may place a motor home on the Lot as a temporary residence. An Owner may have a building to house a horse or other permitted animal, but said structure shall conform to the dwelling located on the Lot and shall be painted so as to blend in the area. Said structure shall be located in the rear one-half of the Lot and shall be neatly maintained. Propane tanks will be neatly screened so as to not be visible from the front of the main dwelling. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvements, shall be performed only with the prior written approval of the Architectural Committee.

3.08 Hunting. No hunting shall be permitted on the Property.

3.09 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior or exterior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.10 Temporary Structures. No tent shack, or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the proper approval of Declarant, approval dependent on the nature, size, duration, and location of such structure.

3.11 Septic Systems. Installation of septic tank soil - absorption sewerage disposal systems shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of appropriate County Health Department.

3.12 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth; provided, however, Declarant shall have the right to excavate from portions of the Property owned by Declarant such materials as it deems appropriate for the construction, maintenance and repair of roadways.

3.13 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the above, trailers, graders, trucks (other than pickups), boats, tractors, campers, recreational vehicles, wagons, buses, motorcycles, and garden maintenance equipment, shall be kept at all times, except when in actual use, in enclosed structures or screened from view of a road and/or an adjacent Lot and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from public view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private roads for more than fort-eight (48) hours. Any and all boats, motor homes and/or travel trailers may be parked in the rear one-half of the Lot, not in view of any road.

3.15 Animals - Except as expressly stated herein, no non-native animals shall be allowed on the Property or any Lot except household pets not kept for breeding purposes. Owners may have horses and/or cattle and any such offspring until weaning age, with a maximum of one animal unit per four acres; but such animals shall be for domestic

use only and not for any kind of commercialized stock operation. This restriction shall in no way prohibit the keeping of a family pet (cat or dog). All dogs and cats shall be kept in a fenced area or tethered; no dogs or cats shall be allowed to run loose in the Property. Declarant may enter into grazing leases upon the Property until such time as the Hays and Blanco County Central Appraisal Districts accept the Property as qualifying under the 1-d-1 Open Spaces Wildlife Management Use Valuation. Should the Owner not desire for cattle to graze upon such Owner's Lot, such Owner may erect a fence or fences to turn the cattle, with the consent of the Architectural Committee.

3.16 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated structures shall not be allowed.

3.17 Unfinished Structures. The exterior of a structure shall be completely finished within six (6) months after the same has been commenced.

3.18 Sale of Alcohol. The sale of beer, liquor, or other intoxicants shall never be permitted upon the Property or any Lot.

3.19 Fences. All fences fronting a Lot and 50 feet down each side from the front of such Lot shall be a wooden three rail fence. No chain-link fences are permitted in the front of any Lot. No fences shall be erected that restrict the free movement of native wild animals except to protect household yards and gardens.

3.20 Setback Requirements. Setback requirements for Lots are (i) 150 feet from any road upon which the Lot abuts, (ii) 50 feet from the side boundary line of the Lot unless the Owner of such Lot owns contiguous Lot(s) and in that instance, no setback is applicable to the boundary line between such contiguous Lots, (iii) 100 feet from the rear boundary line of the Lot, and (iv) any other set back requirements imposed by applicable governmental entity.

3.21 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.22 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot 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 the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE IV USE RESTRICTIONS

4.01 General. The Property shall be improved and used solely for wildlife management, recreational, and single family residential use and no business or commercial structure shall be constructed or placed on the Property. No feedlots or other commercial livestock operations shall be permitted on the Property. Notwithstanding the foregoing, Declarant shall have the right to erect, place and maintain temporary facilities on the Property as it may deem appropriate for selling Lots and/or constructing residences and related improvements on Lots.

4.02 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Common Area may be limited to persons currently paying assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to non-owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

ARTICLE V HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association and the Cooperative. The Association and the Cooperative shall be nonprofit corporations created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in their Articles and Bylaws and in this Declaration. Neither of their Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association and the Cooperative. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of both the Association and the Cooperative, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (a) below are hereinafter

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sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

(a) The Owner of each Lot within the Property shall have one vote for each acre contained in each Lot so owned.

(b) In addition to the votes to which it is entitled by reason of subparagraph (a) of this section for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional three (3) votes for each acre contained in each Lot owned by Declarant until the earlier of (i) December 31, 2008 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (A) of this section.

5.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) Hidden Creeks Ranch Rules and Bylaws. To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Hidden Creeks Ranch Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(c) Records. To keep books and records of the Association's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Hidden Creeks Ranch Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Hidden Creeks Ranch Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Hidden Creeks Ranch Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Hidden Creeks Ranch Restrictions.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association property for the purpose of constructing, erecting, operating, or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other vices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities.

Nothing above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration.

(h) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(i) Association of Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property and the Vista Grande roadway, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay for other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

(k) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required by this Declaration.

(l) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or other person.

(m) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease gift, or otherwise.

5.05 Powers and Authority of the Cooperative. The Cooperative shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Cooperative and the Board, acting on behalf of the Cooperative, shall have the power and authority at all times as follows:

(a) Hidden Creeks Wildlife Management Cooperative Rules and Bylaws (Cooperative Rules and Bylaws). To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Cooperative Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Cooperative's functions.

(c) Records. To keep books and records of the Cooperative's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at reasonable times in order to implement mutually agreed upon wildlife management practices.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Cooperative.

Nothing above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration.

(g) Manager. To retain and pay for the services of a person or firm (the "Manager") to implement wildlife management practices to the extent deemed advisable by the Board of the Cooperative. Additional personnel may be employed directly by the Cooperative or may be furnished by the Manager. To the extent permitted by law, the Cooperative and the Board may delegate any other duties, powers and functions to the Manager. The members of the Cooperative hereby release the Cooperative and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(h) Wildlife Management Services. To pay for and or implement the necessary qualifying wildlife management practices as are necessary for the continued compliance with the Wildlife Management Plan (the Plan) as prepared by or for the Hidden Creeks Wildlife Management Cooperative.

(i) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board of the Cooperative shall determine, to implement wildlife management practices enumerated in the plan or to provide any service or perform any function on behalf of the Cooperative.

5.06 Maintenance. The Association shall (i) maintain all streets which have been completed but not accepted by the appropriate governmental entity for maintenance, (ii) maintain all Common Area dedicated to the Association for maintenance, by or with the consent of Declarant, and (iii) maintain the landscaping and entry sign located at the entrance of the Property, and all median strips which have not been accepted by any governmental entity for maintenance.

5.07 Common Area. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(a) To accept, own, operate, and maintain all Common Area which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate, and maintain all other property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by, or leased to, the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

(b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(c) To execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second, or other junior lien as shall be deemed appropriate by the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the Association deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Declaration.

(d) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.08 Indemnification. The Association and Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere, of its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) members ("ACC Members") as Declarant, its successors or assigns deems appropriate. The initial ACC Members of the Architectural Committee shall be Robert E. Peerman, Sr. and Robert E. Peerman, Jr.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the ACC Members.

6.03 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all ACC Members. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all ACC Members.

6.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.06 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committee based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.07 Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration, or any Supplemental Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not materially impair or detract from development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by a majority of the ACC Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in a particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions hereof.

6.08 Actions of the Architectural Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its ACC Members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the ACC Members taken without a meeting, shall constitute an act of the Architectural Committee.

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.11 Nonliability of Architectural Committee Members. Neither the Architectural Committee, nor any Member thereof, nor the Board, nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its Member or the Board or its member, as the case may be. Neither the Architectural Committee, nor the ACC Members thereof, shall be liable to any Owner due to the construction of any Improvement within the Property.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee, c/o Robert E. Peerman, 12020 US 290 West, Austin, Texas 78737, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.13 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments.

(a) Assessments established by the Boards pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03, 7.04 and/or 7.05 hereof by the total number of acres within the Property at the time the Assessment is levied, as determined by reference to each Plat of a portion of the Property which is of record at the time the Assessment is levied.

(b) Each unpaid assessment, together with interest and costs of collection, as provided below, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all its Improvements. The Association and Cooperative may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Boards shall establish maintenance and/or management funds into which shall be deposited all monies paid to the Association and/or the Cooperative and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association and the Cooperative must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Boards shall estimate the expenses to be incurred by the Association and the Cooperative during such year in performing its function under the Hidden Creeks Ranch Restrictions and the Plan, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Hidden Creeks Ranch Restrictions, the cost of implementing wildlife management practices as described in the Plan, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the level of Assessments set by the Boards shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association and/or the Cooperative may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association and the Cooperative at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Boards may designate in its sole and absolute discretion. In no event shall the regular annual assessment per Lot for the year 1999 exceed the sum of \$600.00. Thereafter, at the Boards' sole and absolute discretion, the maximum regular annual assessment permitted hereunder may be increased by no more than twenty percent (20%) per year. The maximum regular annual assessment may be increased by more than twenty per cent (20%) during a year only by affirmative vote of two-thirds (2/3) of each class of members, voting in person or by proxy, at a meeting duly called for such purpose.

7.04 Vista Grande Road Maintenance Annual Assessments. The Association shall be responsible for its pro rata share of the annual maintenance and repair of the Vista Grande roadway which connects the Property to a publicly dedicated roadway. The Association's "pro rata share" shall equal the product of (i) total annual expense of such roadway maintenance and repair multiplied by (ii) the fraction of which the denominator equals (x) the total acreage contained in the Vista Grande subdivision and the Hidden Creeks Ranches subdivision, and (y) the numerator equals the total number of acres in the Hidden Creeks subdivision. Prior to the beginning of each fiscal year, the Vista Grande Property Owners' Association shall estimate the expenses to be incurred for the maintenance of the Vista Grande roadway and determine the Association's share of the maintenance of the Vista Grande Road which connects the Property to a publicly dedicated roadway. Assessments sufficient to pay such estimated road maintenance expenses shall then be levied as provided herein, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

7.05 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest thereon as provided for in Section 7.05 above, and the cost of collection, including reasonable attorneys' fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind

such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust liens of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association to evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerks of Hays and Blanco Counties, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment become delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suite against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitation, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed, or to be executed, by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner, or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 7.5 feet on each side of such Lot line.

8.02 Installation and maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wire, conduits, service lines, or other utility facilities or appurtenances thereto, on above, across and under the property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utilities easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each owner covenants to provide easements for drainage and water flow, as contours of land the arrangement of Improvements approved by the Architectural committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

8.04 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

8.05 Common Area. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

(a) The right of the Association to suspend the Owner's voting rights and right to use the Common Area for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

(c) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

(d) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and

(e) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2028, unless amended as herein provided. After December 31, 2028, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of thirty (30) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

9.02 Amendment.

(a) By Declarant. This Declaration may be amended by the Declarant, in its sole discretion, acting alone until December 31, 2008, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment under this Section 9.02 (a) shall be effective until there has been recorded in the Official Public Records of Hays and Blanco Counties, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(b) By Owners. In addition to the method in Section 9.02 (a), this Declaration may be amended by the recording in the Hays County Official Public Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.05 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.07 Compliance with Provisions of Hidden Creeks Ranch Restrictions. Each Owner shall comply strictly with the provisions of the Hidden Creeks Ranch Restrictions as the same may be amended from time to time. Failure to comply with any of the Hidden Creeks Ranch Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner.

9.08 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of Hidden Creeks Ranch Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure to enforce any provision of the Hidden Creeks Ranch Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

(a) Restrictions Severable. The provisions of the Hidden Creeks Ranch Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 27 day of April, 2004.

DECLARANT

Henly International, L.L.C.

By: Robert E. Peerman

Robert E. Peerman, Sr., Manager

STATE OF TEXAS

§

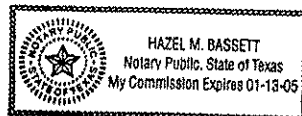
COUNTY OF HAYS

§

This instrument was acknowledged before me on this 27 day of April, 2004, by Robert E. Peerman, Sr., Manager of Henly International, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Hazel M. Bassett
Notary Public, State of Texas

My Commission expires: _____



Mail to
KNOX WILLIAMS III
12420 FITZHUGH RD.
AUSTIN, TX. 78736

Filed for Record in:
Hays County
On: Apr 29, 2004 at 10:32A
Document Number: 04011817
Amount: 38.00
Receipt Number - 100024
By:
Rebecca Hall, Deputy
Lee Carlisle, County Clerk
Hays County

9
261652

Doc Bk Val Pg
03032244 OPR 2328 55

NO. 3100 P. 4

Sep. 24. 2003 12:05PM Law Offices of James A. Reed

Warranty Deed with Vendor's Lien

Date: September 24, 2003
Grantor: Henly International LLC
Grantee: Roger C. Wintle
Grantee's Mailing Address:

Roger C. Wintle
534 Hidden Creek Drive
Whippings Springs, TX. 78620
County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Henly International LLC in the principal amount of THIRTY-NINE THOUSAND SEVEN HUNDRED SIXTEEN AND 25/100 DOLLARS (\$39,716.25). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Henly International LLC and by a first-lien deed of trust of even date from Grantee to James A. Reed, P.C., trustee.

Property (including any improvements):

A portion of Lot 3-A-1, REPLAT OF LOT 1 AND LOT 2, HIDDEN CREEK SUBDIVISION PHASE ONE AND LOT 3-A AND LOT 3-B, REPLAT OF HIDDEN CREEK LOTS 3 AND 4, INTO LOTS 3-A, 3-B AND 4-A, according to map or plat thereof recorded in Volume 11, Page 179, of the Plat Records of Hays County, Texas, being that portion of Lot 3-A-1 formerly a portion of Lot 2, HIDDEN CREEK SUBDIVISION PHASE ONE, according to map or plat thereof recorded in Volume 8, Page 361, of the Plat Records and as corrected in Instrument No. 9919522, Official Public Records of Hays County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2003, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Page 1

FATIC GF# TX03-261652-AU20 [5377-03]

18. — 620/2002

FIRST AMERICAN WESTLAK

09/24/2003 15:28 FAX 512 328 3872

Sep. 24. 2003 12:05PM Law Offices of James A. Reed

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Henly International LLC, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Henly International LLC and are transferred to Henly International LLC without recourse against Grantor.

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

Henly International LLC

BY: [Signature]
ROBERT E. PEEDMAN
MGR
(Printed name and title)

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on OCTOBER 1, 2003, by ROBERT E. PEEDMAN as MGR of Henly International LLC.



Donna Rice
Notary Public, State of Texas

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FATIC GF# TX03-261652-AU20 [5377-03]

003/029

FIRST AMERICAN WESTLARK

09/24/2003 15:29 FAX 812 328 3872

Sep. 24. 2003 12:06PM Law Offices of James A. Reed

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Oct 03, 2003 at 03:25P

PREPARED IN THE OFFICE OF:

Law Office of James A. Reed
4131 Spicewood Springs Road
Building G, Suite 2
Austin, TX 78759

Document Number: 03032244
Amount 11.00

By
Patricia Lackey
Lee Carlisle, County Clerk
Hays County

AFTER RECORDING RETURN TO:

Roger C. Wittle
534 Hidden Creek Drive
Whipping Spring, TX 78630

Page 3

FATIC GR# TX03-261652-AU20 [5377-03]

004/029

FIRST AMERICAN WESTLARK

09/24/2003 15:29 FAX 512 328 3872