

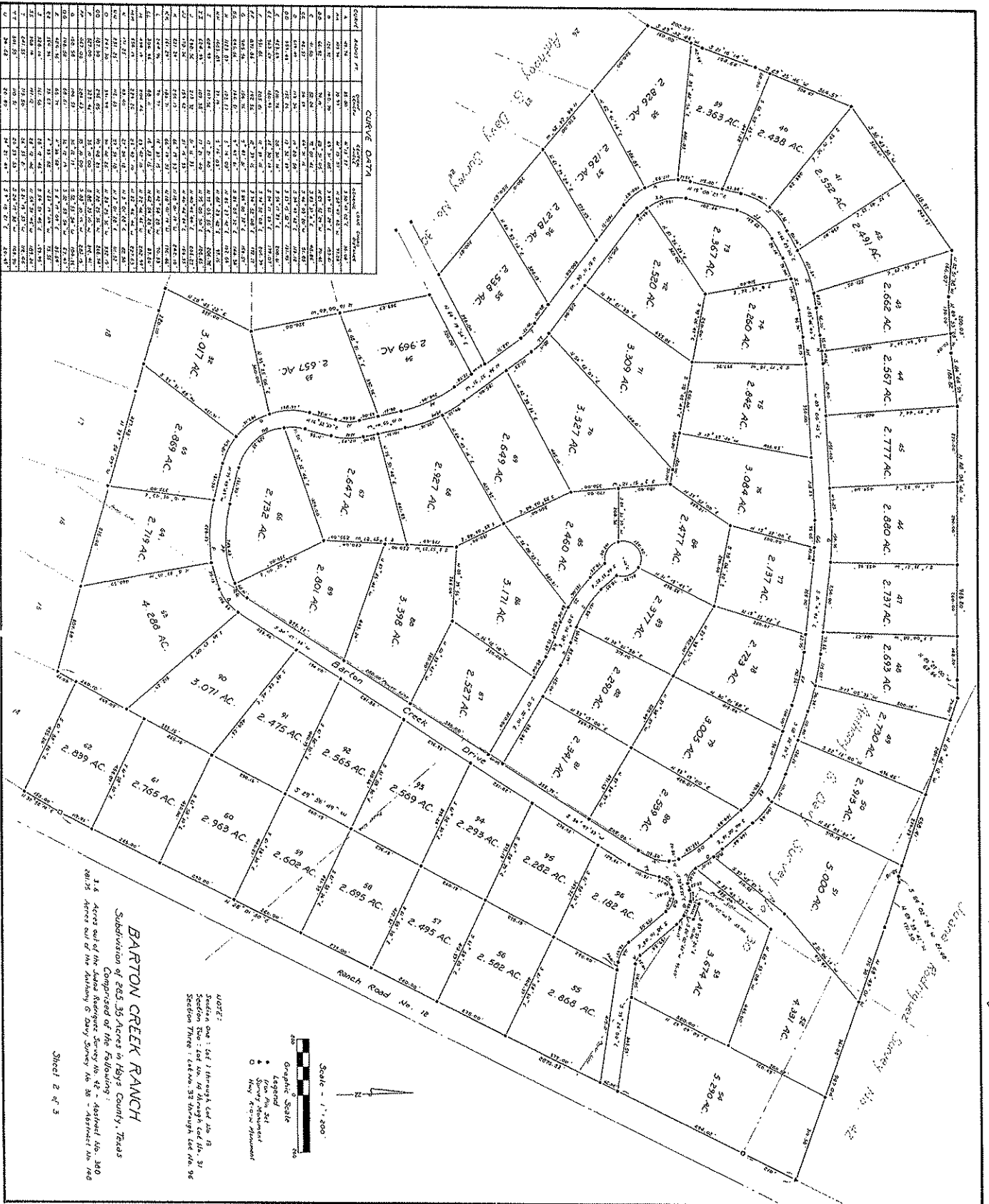


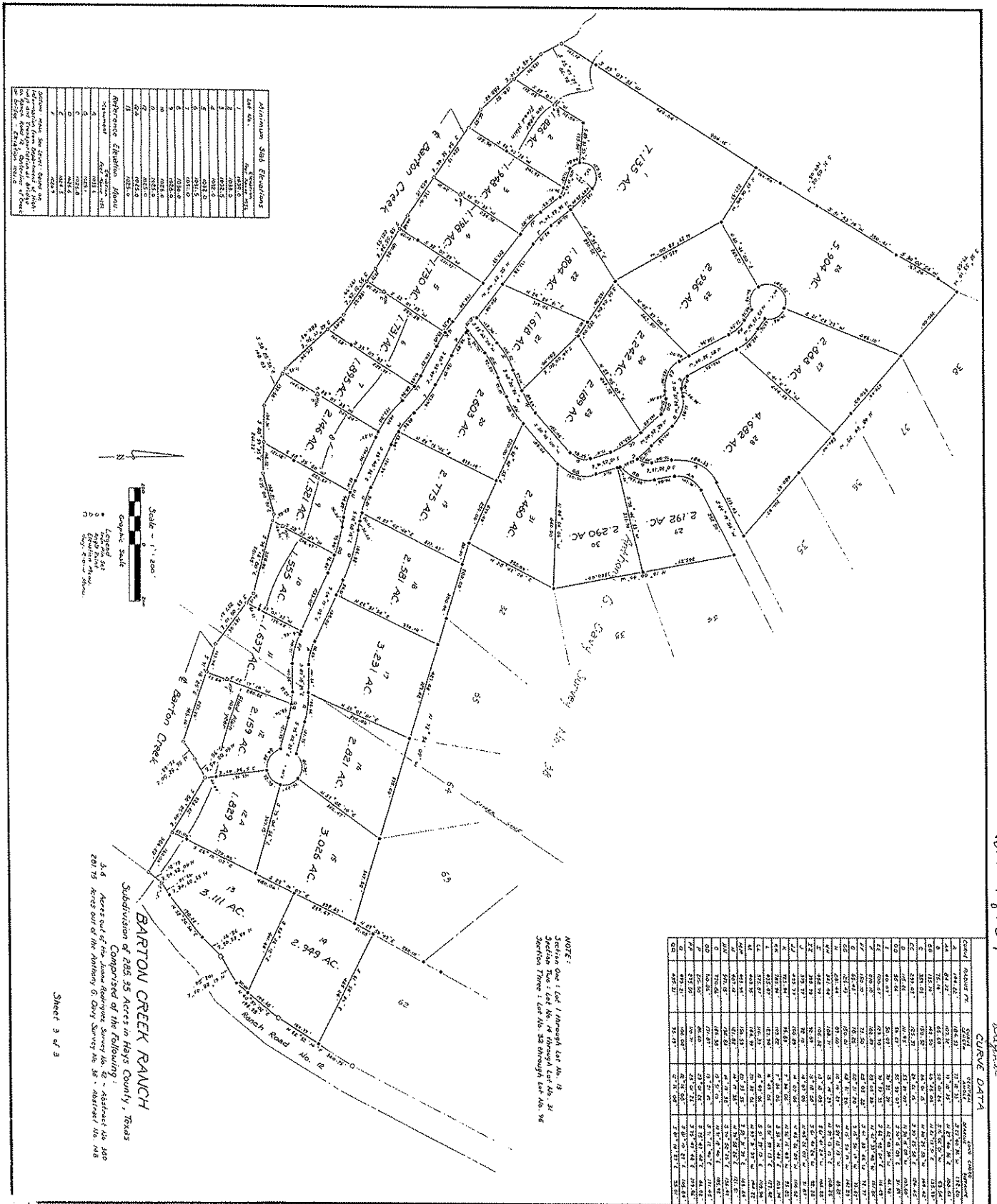
ITCare

Independence Title Customer Care Program

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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.





Minimum Subdivisions

Lot No.	Acres
1	0.100
2	0.100
3	0.100
4	0.100
5	0.100
6	0.100
7	0.100
8	0.100
9	0.100
10	0.100
11	0.100
12	0.100
13	0.100
14	0.100
15	0.100
16	0.100
17	0.100
18	0.100
19	0.100
20	0.100
21	0.100
22	0.100
23	0.100
24	0.100
25	0.100
26	0.100
27	0.100
28	0.100
29	0.100
30	0.100
31	0.100
32	0.100
33	0.100
34	0.100
35	0.100
36	0.100
37	0.100
38	0.100
39	0.100
40	0.100
41	0.100
42	0.100
43	0.100
44	0.100
45	0.100
46	0.100
47	0.100
48	0.100
49	0.100
50	0.100
51	0.100
52	0.100
53	0.100
54	0.100
55	0.100
56	0.100
57	0.100
58	0.100
59	0.100
60	0.100
61	0.100
62	0.100
63	0.100
64	0.100
65	0.100
66	0.100
67	0.100
68	0.100
69	0.100
70	0.100
71	0.100
72	0.100
73	0.100
74	0.100
75	0.100
76	0.100
77	0.100
78	0.100
79	0.100
80	0.100
81	0.100
82	0.100
83	0.100
84	0.100
85	0.100
86	0.100
87	0.100
88	0.100
89	0.100
90	0.100
91	0.100
92	0.100
93	0.100
94	0.100
95	0.100
96	0.100
97	0.100
98	0.100
99	0.100
100	0.100

Reference Elevations

Point	Elevation
1	428.1
2	428.2
3	428.3
4	428.4
5	428.5
6	428.6
7	428.7
8	428.8
9	428.9
10	429.0
11	429.1
12	429.2
13	429.3
14	429.4
15	429.5
16	429.6
17	429.7
18	429.8
19	429.9
20	430.0
21	430.1
22	430.2
23	430.3
24	430.4
25	430.5
26	430.6
27	430.7
28	430.8
29	430.9
30	431.0
31	431.1
32	431.2
33	431.3
34	431.4
35	431.5
36	431.6
37	431.7
38	431.8
39	431.9
40	432.0
41	432.1
42	432.2
43	432.3
44	432.4
45	432.5
46	432.6
47	432.7
48	432.8
49	432.9
50	433.0
51	433.1
52	433.2
53	433.3
54	433.4
55	433.5
56	433.6
57	433.7
58	433.8
59	433.9
60	434.0
61	434.1
62	434.2
63	434.3
64	434.4
65	434.5
66	434.6
67	434.7
68	434.8
69	434.9
70	435.0
71	435.1
72	435.2
73	435.3
74	435.4
75	435.5
76	435.6
77	435.7
78	435.8
79	435.9
80	436.0
81	436.1
82	436.2
83	436.3
84	436.4
85	436.5
86	436.6
87	436.7
88	436.8
89	436.9
90	437.0
91	437.1
92	437.2
93	437.3
94	437.4
95	437.5
96	437.6
97	437.7
98	437.8
99	437.9
100	438.0

CURVE DATA

Station	Station	Station	Station	Station	Station	Station	Station	Station	Station
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

BARTON CREEK RANCH
 Subdivision of 265.35 Acres in Hays County, Texas
 Comprised of the Following:
 3.6 Acres out of the James Reynolds Survey No. 42 - Abstract No. 380
 201.75 Acres out of the Anthony G. Day Survey No. 35 - Abstract No. 748

101-409-183

PLAT NOTES:
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

THE 285.35 ACRES of land in BAY COUNTY, TEXAS, comprising 1/2 of the ...
BAY COUNTY, TEXAS

TO HAVE AND TO HOLD unto the heirs, assigns and assigns forever ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

IN WITNESS WHEREOF, I have hereunto set my hand and seal ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

WITNESSETH my hand and seal this 20th day of June 1984 ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

(1) All road right-of-way in subdivision are 60 feet wide, with ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

SECTION OF TEXAS: APPROVE AS THE undersigned, a notary public in and for said state and ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

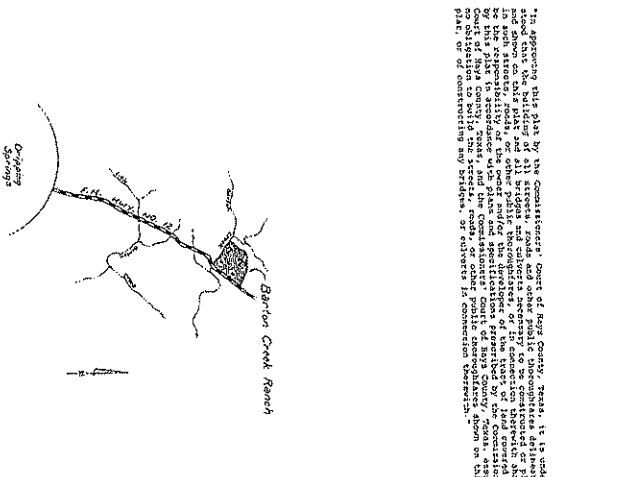
SECTION OF TEXAS: APPROVE AS THE undersigned, a notary public in and for said state and ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

SECTION OF TEXAS: APPROVE AS THE undersigned, a notary public in and for said state and ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

SECTION OF TEXAS: APPROVE AS THE undersigned, a notary public in and for said state and ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

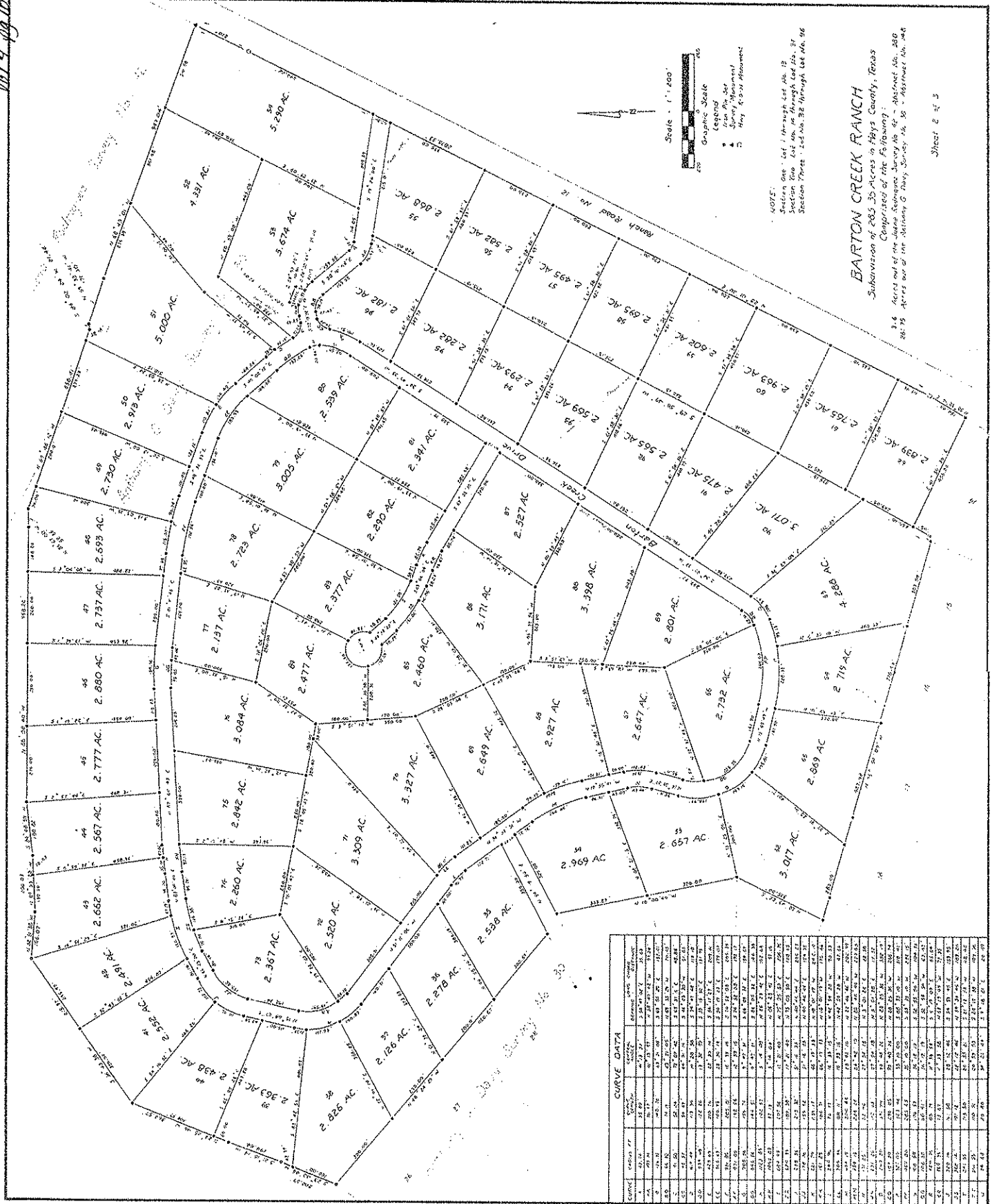
SECTION OF TEXAS: APPROVE AS THE undersigned, a notary public in and for said state and ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS

SECTION OF TEXAS: APPROVE AS THE undersigned, a notary public in and for said state and ...
SECTION 35, RANGE 10N, COUNTY 10W, TEXAS



AMENDED
BARTON CREEK RANCH
Subdivision of 285.35 Acres in Bay County, Texas
287.25 Acres out of the Anthony & Davy Survey No. 38 - Abstract No. 180
3.6 Acres out of the Anthony & Davy Survey No. 38 - Abstract No. 180
Page 1 of 3

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Scale - 1" = 100'

Graphic Scale

Legend

- Iron Pin
- ▲ Iron Monument
- Iron Monument
- Iron Monument

NOTE:

Station One - Lot 1 through Lot 19

Station Two - Lot 20 in through Lot 25

Station Three - Lot 26 through Lot 36

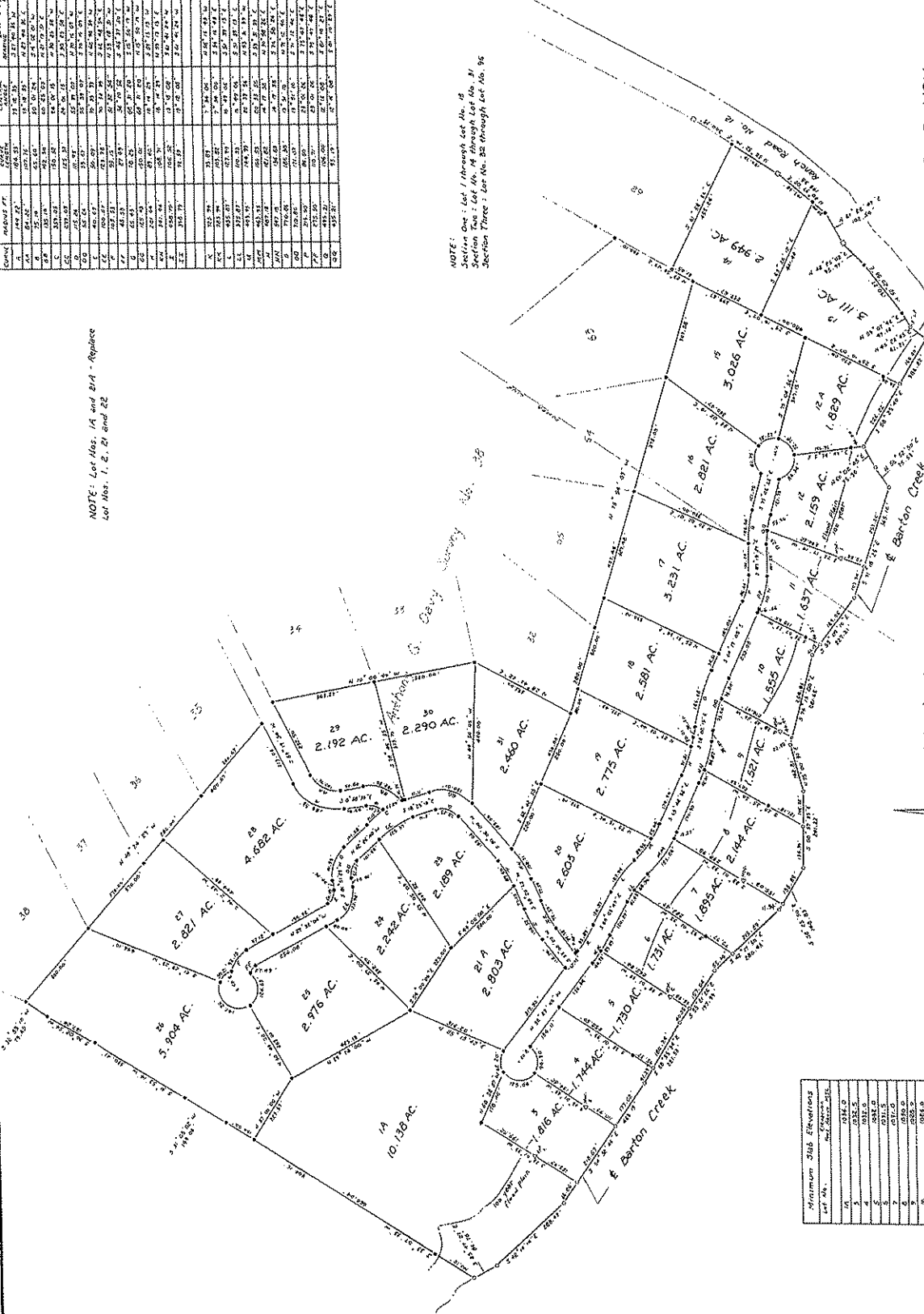
BARTON CREEK RANCH
 Subdivision of 283.35 Acres in Hays County, Texas
 Comprised of the Following:
 Section One - Lot 1 through Lot 19
 Section Two - Lot 20 in through Lot 25
 Section Three - Lot 26 through Lot 36

CURVE DATA	
STATION	CHORD BEARING
1	113.11° 00' 00" W
2	113.11° 00' 00" W
3	113.11° 00' 00" W
4	113.11° 00' 00" W
5	113.11° 00' 00" W
6	113.11° 00' 00" W
7	113.11° 00' 00" W
8	113.11° 00' 00" W
9	113.11° 00' 00" W
10	113.11° 00' 00" W
11	113.11° 00' 00" W
12	113.11° 00' 00" W
13	113.11° 00' 00" W
14	113.11° 00' 00" W
15	113.11° 00' 00" W
16	113.11° 00' 00" W
17	113.11° 00' 00" W
18	113.11° 00' 00" W
19	113.11° 00' 00" W
20	113.11° 00' 00" W
21	113.11° 00' 00" W
22	113.11° 00' 00" W
23	113.11° 00' 00" W
24	113.11° 00' 00" W
25	113.11° 00' 00" W
26	113.11° 00' 00" W
27	113.11° 00' 00" W
28	113.11° 00' 00" W
29	113.11° 00' 00" W
30	113.11° 00' 00" W
31	113.11° 00' 00" W
32	113.11° 00' 00" W
33	113.11° 00' 00" W
34	113.11° 00' 00" W
35	113.11° 00' 00" W
36	113.11° 00' 00" W

CURVE DATA

Curve	Radius (ft)	Offset	Chord	Delta	Area
1	1000.00	0.00	0.00	0.00	0.00
2	1000.00	0.00	0.00	0.00	0.00
3	1000.00	0.00	0.00	0.00	0.00
4	1000.00	0.00	0.00	0.00	0.00
5	1000.00	0.00	0.00	0.00	0.00
6	1000.00	0.00	0.00	0.00	0.00
7	1000.00	0.00	0.00	0.00	0.00
8	1000.00	0.00	0.00	0.00	0.00
9	1000.00	0.00	0.00	0.00	0.00
10	1000.00	0.00	0.00	0.00	0.00
11	1000.00	0.00	0.00	0.00	0.00
12	1000.00	0.00	0.00	0.00	0.00
13	1000.00	0.00	0.00	0.00	0.00
14	1000.00	0.00	0.00	0.00	0.00
15	1000.00	0.00	0.00	0.00	0.00
16	1000.00	0.00	0.00	0.00	0.00
17	1000.00	0.00	0.00	0.00	0.00
18	1000.00	0.00	0.00	0.00	0.00
19	1000.00	0.00	0.00	0.00	0.00
20	1000.00	0.00	0.00	0.00	0.00
21	1000.00	0.00	0.00	0.00	0.00
22	1000.00	0.00	0.00	0.00	0.00
23	1000.00	0.00	0.00	0.00	0.00
24	1000.00	0.00	0.00	0.00	0.00
25	1000.00	0.00	0.00	0.00	0.00
26	1000.00	0.00	0.00	0.00	0.00
27	1000.00	0.00	0.00	0.00	0.00
28	1000.00	0.00	0.00	0.00	0.00
29	1000.00	0.00	0.00	0.00	0.00
30	1000.00	0.00	0.00	0.00	0.00
31	1000.00	0.00	0.00	0.00	0.00
32	1000.00	0.00	0.00	0.00	0.00
33	1000.00	0.00	0.00	0.00	0.00
34	1000.00	0.00	0.00	0.00	0.00
35	1000.00	0.00	0.00	0.00	0.00
36	1000.00	0.00	0.00	0.00	0.00
37	1000.00	0.00	0.00	0.00	0.00
38	1000.00	0.00	0.00	0.00	0.00
39	1000.00	0.00	0.00	0.00	0.00
40	1000.00	0.00	0.00	0.00	0.00
41	1000.00	0.00	0.00	0.00	0.00
42	1000.00	0.00	0.00	0.00	0.00
43	1000.00	0.00	0.00	0.00	0.00
44	1000.00	0.00	0.00	0.00	0.00
45	1000.00	0.00	0.00	0.00	0.00
46	1000.00	0.00	0.00	0.00	0.00
47	1000.00	0.00	0.00	0.00	0.00
48	1000.00	0.00	0.00	0.00	0.00
49	1000.00	0.00	0.00	0.00	0.00
50	1000.00	0.00	0.00	0.00	0.00
51	1000.00	0.00	0.00	0.00	0.00
52	1000.00	0.00	0.00	0.00	0.00
53	1000.00	0.00	0.00	0.00	0.00
54	1000.00	0.00	0.00	0.00	0.00
55	1000.00	0.00	0.00	0.00	0.00
56	1000.00	0.00	0.00	0.00	0.00
57	1000.00	0.00	0.00	0.00	0.00
58	1000.00	0.00	0.00	0.00	0.00
59	1000.00	0.00	0.00	0.00	0.00
60	1000.00	0.00	0.00	0.00	0.00

NOTE: Lot Nos. 1A and 21A - Replace Lot Nos. 1, 2, 21 and 22



BARTON CREEK RANCH
 Subdivision of 265.55 Acres in Hays County, Texas
 Comprised of the Following:
 5.6 Acres out of the Anthony & Gary Survey No. 26 - Abstract No. 889
 201.95 Acres out of the Anthony & Gary Survey No. 28 - Abstract No. 146

Sheet 3 of 3

Lot No.	Minimum Sub Elevation
1	1014.0
2	1013.5
3	1013.5
4	1013.5
5	1013.5
6	1013.5
7	1013.5
8	1013.5
9	1013.5
10	1013.5
11	1013.5
12	1013.5
13	1013.5
14	1013.5
15	1013.5
16	1013.5
17	1013.5
18	1013.5
19	1013.5
20	1013.5
21	1013.5
22	1013.5
23	1013.5
24	1013.5
25	1013.5
26	1013.5
27	1013.5
28	1013.5
29	1013.5
30	1013.5
31	1013.5
32	1013.5
33	1013.5
34	1013.5
35	1013.5
36	1013.5
37	1013.5
38	1013.5
39	1013.5
40	1013.5
41	1013.5
42	1013.5
43	1013.5
44	1013.5
45	1013.5
46	1013.5
47	1013.5
48	1013.5
49	1013.5
50	1013.5
51	1013.5
52	1013.5
53	1013.5
54	1013.5
55	1013.5
56	1013.5
57	1013.5
58	1013.5
59	1013.5
60	1013.5

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FINISH FLOOR ELEVATIONS DERIVED FROM INFORMATION FOUND ON PLAT OF BARTON CREEK RANCH, BOOK 3, PAGE 56-57, R.R.M.C.T.

LOT NO. ELEVATION
1C 1034.0'
3B 1032.5'
REFERENCE ELEVATION MONUMENT B ELEVATION 1029.1'

266073

RESUBDIVISION OF
LOTS 1B AND 3A, SECTION ONE
BARTON CREEK RANCH
HAYS COUNTY, TEXAS

SCALE: 1" = 200'

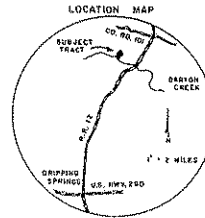
12.18 ACRES

LEGEND

- 1/2" IRON ROD FOUND UNLESS ELSE OTHERWISE NOTED
- 1/2" IRON ROD SET
- CONCRETE MONUMENT WITH BRASS CAP FOUND
- WIRE FENCE
- CONTOURS SCALED FROM USGS QUAD MAP, DRIPPING SPRINGS 1966
- APPROXIMATE CENTERLINE BARTON CREEK

CURVE DATA:

- R = 60.00', Δ = 90° 37' 09", A = 94.00', C = 85.31', CHD.BRG. : N 82° 50' 15" E
- R = 60.00', Δ = 120° 07' 45", A = 125.80', C = 103.99', CHD.BRG. : S 68° 57' 20" W
- R = 60.00', Δ = 60° 44' 45", A = 62.01', C = 60.68', CHD.BRG. : S 21° 28' 48" E



CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS
COUNTY OF HAYS

I, RONNIE DANNELLEY, COUNTY CLERK OF HAYS COUNTY, TEXAS, do hereby certify that on the 23rd day of May, 1988, A.D., 1988, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Book _____, Page _____.

WITNESS MY HAND AND SEAL OF OFFICE this the 23rd day of May, 1988.

Don Rains
COUNTY JUDGE
HAYS COUNTY, TEXAS

Ronnie Dannelley
COUNTY CLERK
HAYS COUNTY, TEXAS

CERTIFICATE OF RECORDING, TO WIT:

STATE OF TEXAS
COUNTY OF HAYS

I, RONNIE DANNELLEY, COUNTY CLERK OF HAYS 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 23rd day of May, 1988, at 2:55 o'clock P.M., and duly recorded on the 23rd day of May, 1988, at 4:40 o'clock P.M. in the Public Records of Hays County, Texas, in Book 22, Page 44.

WITNESS MY HAND AND SEAL OF OFFICE this the 23rd day of May, A.D., 1988.

Ronnie Dannelley
RONNIE DANNELLEY, COUNTY CLERK,
HAYS COUNTY, TEXAS
By: Rosemary R. Salinas, Dept.

CERTIFICATE FOR ROAD MAINTENANCE, TO WIT:

"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 plans and specifications, prescribed by the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas, assumes 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."

WATER SUPPLY CERTIFICATE, TO WIT:

No structure in this subdivision shall be occupied until connected to a private water well which has been approved and permitted by the San Marcos-Hays County Health Department.

Terry Arnold
San Marcos-Hays County Health Dept.

5-23-88
Date

CERTIFICATE OF SURVEYOR, TO WIT:

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: I, the undersigned, a Registered Public Surveyor in the State of Texas, hereby certify that this plat complies with the survey related requirements of the Hays County Subdivision specifications and further certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

Thomas E. Staudt
Thomas E. Staudt
Registered Public Surveyor No. 3984

FLOOD PLAIN NOTE:

Flood Plain derived from information as presented on plat of BARTON CREEK RANCH, Book 3, Page 56-57, Plat Records Hays County, Texas.

Wallace Dale Bergman 5/14/88
Wallace Dale Bergman
Reg. Professional Engineer No. 34068

NOTES:

Electricity to be supplied by Pedernales Electric Cooperative.

Telephone service to be supplied by General Telephone Company.

An easement ten feet (10') in width on each side of each side lot line and ten feet (10') in width on each rear lot line is hereby reserved for the construction of water lines and/or other utilities. Except for lot lines along Barton Creek.

Building Setback Lines - 50 feet from any front or rear lot lines. 20 feet from any side lot lines. Volume 424, Page 287.

"Blanket Easement" to Pedernales Electric Cooperative found in Volume 436, Page 472.

SEWAGE DISPOSAL CERTIFICATION, TO WIT:

No structure in this subdivision shall be occupied until connected to a Public Sewer System or to an individual Sewage Disposal System which has been approved and permitted by the San Marcos-Hays County Health Department.

Terry Arnold
Terry Arnold, Sanitarian
San Marcos-Hays County Health Dept.

5-23-88
Date

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: That BARTON CREEK VENTURE, A Texas Partnership, with its home address at P.O. Box 4521, San Antonio, Texas 78209, owners of 12.18 acres of land out of the Anthony B. Davy Survey No. 38, A-148, Hays County, Texas, as conveyed by deed dated April 1985, and recorded in Volume 518, Page 552, of the Real Property Records of Hays County, Texas, said being Lots 1B, and 3A, RESUBDIVISION OF LOTS 1A, AND 3, SECTION ONE, LOTS 25, 26, 27, AND 28, SECTION TWO, BARTON CREEK RANCH, a subdivision of record in Book 4, Page 28, of the Plat Records of Hays County, Texas, DOES HEREBY SUBDIVIDE 12.18 acres of land out of the Anthony B. Davy Survey No. 38, A-148, Hays County, Texas, to be known as RESUBDIVISION OF LOTS 1B AND 3A, SECTION ONE, BARTON CREEK RANCH, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to the public the use of the streets and easements shown hereon.

IN WITNESS WHEREOF the said BARTON CREEK VENTURE has caused these presents to be executed by Edward Fluege, Jr., thereunto duly authorized this the 23rd day of May, 1988, A.D., 1988.

Edward Fluege, Jr.
Edward Fluege, Jr.

STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared Edward Fluege, Jr., 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.

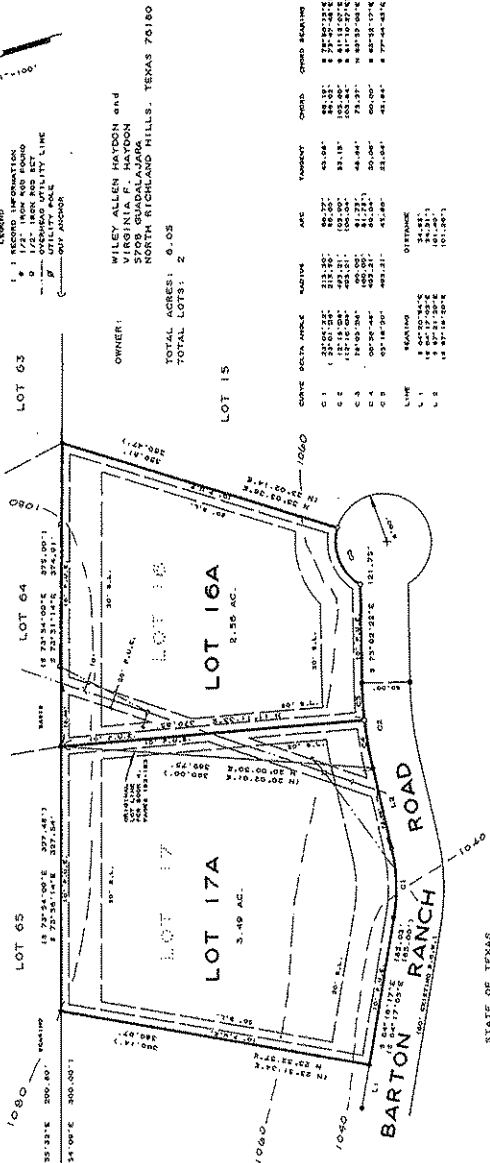
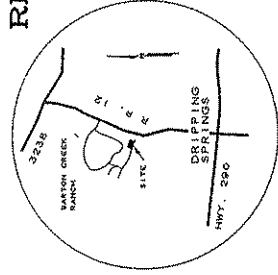


Linda M. Ochoa
NOTARY PUBLIC in and for Hays County,
Texas
LINDA M. OCHOA, Notary Public
State of Texas
Commission Expires 12/31/89

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REPLAT OF LOT 16 AND LOT 17, BARTON CREEK RANCH A SUBDIVISION IN HAYS COUNTY, TEXAS

Doc # 380394



OWNER: WILEY ALLEN HAYDON and VIRGINIA F. HAYDON
5708 GUADALUPE
NORTH RICHLAND HILLS, TEXAS 76180

TOTAL ACRES: 6.03
TOTAL LOTS: 2

LINE	BEARING	DISTANCE	AREA	CHORD BEARING	CHORD DISTANCE
C 1	S 55° 02' 28" E	212.87'	89.22'	S 55° 02' 28" E	212.87'
C 2	S 89° 02' 28" E	453.21'	108.34'	S 89° 02' 28" E	453.21'
C 3	S 89° 02' 28" E	453.21'	108.34'	S 89° 02' 28" E	453.21'
C 4	S 55° 02' 28" E	212.87'	89.22'	S 55° 02' 28" E	212.87'
C 5	S 55° 02' 28" E	212.87'	89.22'	S 55° 02' 28" E	212.87'

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, Registered Professional Land Surveyor in the State of Texas, hereby certify that the above and foregoing plat, together with the plat of the Barton Creek Ranch, as recorded in the Public Records of Hays County, Texas, and the plat of the Barton Creek Ranch, as recorded in the Public Records of Hays County, Texas, are correct and true copies of the original plat, and that the same have been prepared from an actual survey of the property made under my personal supervision, and that the corners monument were properly placed under my supervision.

WITNESS MY HAND AND SEAL OF OFFICE this the 30th day of May, A.D., 1995.

GARY R. DANIELLE
Registered Professional Land Surveyor
No. 4494 - State of Texas.

STATE OF TEXAS
COUNTY OF HAYS

I, Ronnie Danneley, County Clerk of Hays County, Texas, do hereby certify that on the 30th day of May, A.D., 1995, the Commissioners, Charles C. Bess, County Clerk, and Eddy Fitzgerald, County Clerk, in and to the County Clerk's office, and said order has been entered in the minutes of the said Court in Book 344, Page 147.

WITNESS MY HAND AND SEAL OF OFFICE this the 30th day of May, A.D., 1995.

RONNIE DANNELEY
County Clerk
HAYS COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF HAYS

I, RONNIE DANNELEY, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument was written with the certificate of authority on file in the County Clerk's office, and that the same was duly recorded on the 30th day of May, A.D., 1995, at 1:55 p.m. in the Public Records of Hays County, Texas, in Book 16, Page 95.

WITNESS MY HAND AND SEAL OF OFFICE this the 30th day of May, A.D., 1995.

RONNIE DANNELEY
County Clerk
HAYS COUNTY, TEXAS



WIK C. WILKINS
NOTARY PUBLIC
STATE OF TEXAS
Comm. Exp. 11/28/96

Certificate of City Approval, Issued:
Approved this 30th day of April, A.D., 1995, by the City Council of the City of Dripping Springs, Texas.

ATTEST
Walter H. Hays

No objection in this subdivision shall be accepted until connected with an individual water supply or a State approved community water system. On receiving properly approved ground water certificates from the City of Dripping Springs and in compliance with the best reasonable water conservation practices, the water supply system shall be accepted until connected with a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Environmental Health.

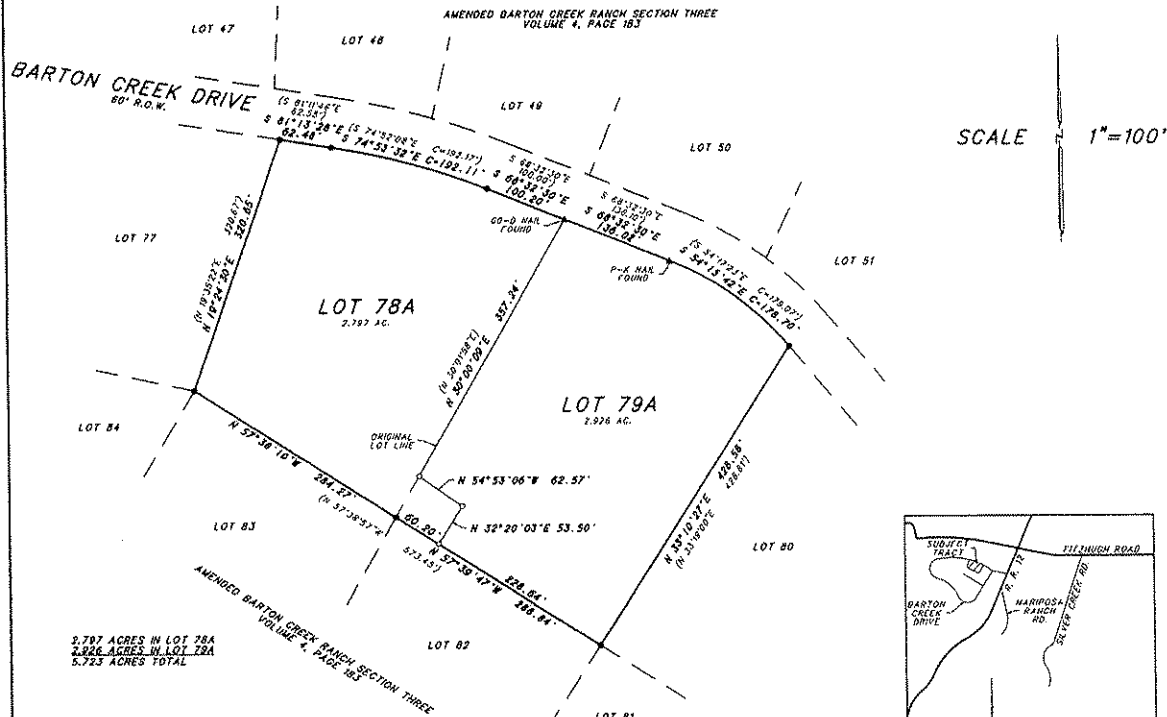
No construction of other developments within this subdivision may be undertaken until Hays County Development Permit requirements have been met.

530-95
Date

Wiley Allen Haydon
Wiley Allen Haydon, District Health Officer
Hays County Floodplain Administrator

SOUTHWEST LAND SURVEYORS
Member of National Association of Professional Surveyors, Volume 74222

REPLAT OF LOTS 78 AND 79, AMENDED BARTON CREEK RANCH, SECTION THREE



STATE OF TEXAS,
COUNTY OF HAYS:

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, J. D. TENNISON AND JUDITH C. TENNISON, HUSBAND AND WIFE, OWNERS OF THAT CERTAIN LOTS 78 AND 79, AMENDED BARTON CREEK RANCH SECTION THREE, RECORDED IN VOLUME 4, PAGE 183, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED RECORDED IN VOLUME 1330, PAGE 356, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY AMEND SAID LOTS 78 AND 79, AMENDED BARTON CREEK RANCH SECTION THREE, FOR THE SOLE PURPOSE OF RELOCATING A COMMON LOT LINE, PURSUANT TO CHAPTER 210.018 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED TO BE KNOWN AS "REPLAT OF LOTS 78 AND 79, AMENDED BARTON CREEK RANCH SECTION THREE," SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND THIS THE 15TH DAY OF NOVEMBER, 2002, A.D.

J.D. Tennison
J.D. TENNISON
301 BARTON CREEK DRIVE
DRIPPING SPRINGS, TEXAS 78620

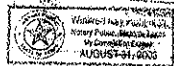
Judith C. Tennison
JUDITH C. TENNISON
301 BARTON CREEK DRIVE
DRIPPING SPRINGS, TEXAS 78620

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. D. TENNISON AND JUDITH C. TENNISON, HUSBAND AND WIFE, 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 EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15TH DAY OF NOVEMBER, 2002, A.D.

Wendell Kay Robinson
NOTARY PUBLIC
PRINT NAME: Wendell Kay Robinson

MY COMMISSION EXPIRES: 9-31-03



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO THE DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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 E. Walker
ALLEN E. WALKER, DIRECTOR
HAYS COUNTY ENVIRONMENTAL HEALTH
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE 11-27-02

I, DOUGLAS A. SEELIG, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

AS SURVEYED BY:
DOUGLAS A. SEELIG, LAND SURVEYORS P.C.
Douglas A. Seelig
DOUGLAS A. SEELIG
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1908
1802 MANHACCA ROAD
AUSTIN, TEXAS 78704
SEPTEMBER 5, 2002



NOTES:

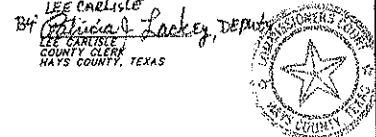
- ALL RESTRICTIONS AND NOTES FROM THE PREVIOUS SUBDIVISIONS, BARTON CREEK RANCH, SECTION THREE, RECORDED IN PLAT BOOK 3, PAGE 84, AND RE-FILED AS AMENDED BARTON CREEK RANCH SECTION THREE, RECORDED IN PLAT BOOK 4, PAGE 183, PLAT RECORDS, HAYS COUNTY, TEXAS, SHALL APPLY TO THIS AMENDED PLAT.
- NO PORTION OF THIS TRACT SHOWN HEREON LIES WITHIN A DESIGNATED FLOOD HAZARD AREA, AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP PANEL NO. 48200C033E, DATED FEBRUARY 10, 1996, IN HAYS COUNTY, TEXAS.
- UTILITY NOTES:
WATER UTILITY SERVICE WILL BE PROVIDED BY INDIVIDUAL ON-SITE WATER WELLS.
WASTEWATER UTILITY SERVICE WILL BE PROVIDED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES.
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY FREDERHALES ELECTRIC COOPERATIVE, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY VERIZON SOUTHWEST.
GAS UTILITY SERVICE WILL BE PROVIDED BY JMW.
- THIS SUBDIVISION IS NOT IN THE BOUNDARIES OF ANY CITY'S E.L.I.
- THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS ISD.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
- 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 ONTO 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 SECTION 7.4 AND 7.5 OF THE HAYS COUNTY SUBDIVISION REGULATIONS.
- ALL LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18 INCHES.

STATE OF TEXAS,
COUNTY OF HAYS:

I, LEE CARLISLE, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE DAY OF OCTOBER, 2002, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK 2, PAGE 258.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 29TH DAY OF OCTOBER, A.D., 2002.

Lee Carlisle
LEE CARLISLE
COUNTY CLERK
HAYS COUNTY, TEXAS



STATE OF TEXAS,
COUNTY OF HAYS:

I, LEE CARLISLE, COUNTY CLERK OF HAYS 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 14TH DAY OF JANUARY, 2002, A.D. AT 9:00 O'CLOCK A.M. AND DULY RECORDED ON THE 14TH DAY OF JANUARY, 2002, A.D. AT 9:00 O'CLOCK A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN PLAT BOOK 4, PAGE 183.

Lee Carlisle
LEE CARLISLE, COUNTY CLERK
HAYS COUNTY, TEXAS



183345

424 287

FILED
HAYS COUNTY, TEXAS

DECLARATION OF COVENANTS, '64 MAR 8 AM 11 59
CONDITIONS AND RESTRICTIONS

The State of Texas §
 § Know All Men By These Presents
County of Hays §

This DECLARATION, made on the date and year below written by Peery-Flume Properties, Incorporated, a Texas Corporation, hereinafter collectively referred to as the "Declarants."

RECITALS

1. The Declarants are the owners of that certain real property described in Section 1.12 hereof.

2. The property located along and near the banks of Barton Creek near its headwaters and as such is environmentally sensitive. Barton Creek and its watershed, its geology, ground and surface waters, soils and other natural features result in a diversity in the intrinsic suitability of The Barton Creek Ranch Subdivision to accommodate building. Locations exist where the natural environment is hazardous, fragile or already performing useful services and should not be disturbed, while other locations would be tolerant and suitable for the construction of single family residential structures.

3. The purpose of this Declaration is to preserve so far as possible the natural beauty of the Property; to avoid harsh contrasts between structures and landscape; to guard against the erection of poorly designed or proportioned structures or use of unsuitable materials; to encourage and secure the erection of attractive improvements which are harmonious with their sites; to encourage freedom of individual expression in the development of the land and the buildings, limited only to these protections which seem to be mutually advantageous; and, in general, to enhance the environmental quality and economic value of the Property.

Now, therefore, Declarants hereby declare that the Property described above shall be held, sold, used, developed, occupied, leased and conveyed subject to the following reservations, easements, restrictions, covenants and conditions and which shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01. Architectural Control Committee shall mean the committee created pursuant to Article VI hereof. Such Architectural Control Committee shall hereinafter sometimes be referred to as "ACC" or "Committee".

Section 1.02. Architectural Control Committee Rules shall mean such rules as adopted by the ACC pursuant to the authority contained in Article VI hereof.

Section 1.03. Homeowners Association shall mean the association created pursuant to Article VII hereof. Such association shall hereinafter sometimes be referred to as "HOA".

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Section 1.04. Declaration shall mean the covenants, conditions, and restrictions herein set forth in this entire document, as the same may be from time to time amended.

Section 1.05. Development Plan shall mean the plan for development of a Lot which is required to be submitted to the ACC pursuant to Section 3.03 hereof.

Section 1.06. Drainage Easements shall be the areas designated on the Plat as Drainage Easements and shall include any creeks, streams, sedimentation basins or bar ditches therein designated or constructed.

Section 1.07. Improvements shall mean the buildings, garages, carports, streets, roads, antennas, driveways, parking areas, walls, hedges, plantings, planted trees or shrubs, lighting, septic systems and waterwells, and all other Structures or landscaping Improvements of every kind and type affecting the natural condition of the land or the drainage of surface waters on, across or from the land.

Section 1.08. Lot shall mean each parcel of land shown as a lot on the recorded Final Plat Map of the Property and designated on said map by a separate number, or any subsequent subdivision thereof.

Section 1.09. Owner(s) shall mean and refer to the record Owner, whether one or more persons, associations or entities, of legal, equitable or beneficial title of or to any Lot. Owner shall include purchaser of a Lot under an executory contract for sale of real property. The foregoing does not include persons or entities who hold interest in any Lot merely for the security for the performance of an obligation. Any reference herein to Owners shall include Owners as defined herein and as defined or included in any Supplemental Declaration. If any Lot is leased, the term Owner(s) shall include lessees.

Section 1.10. Private Waste Disposal Systems shall mean any septic tank, tank, septic system, evapotranspiration (ET) non-discharging systems (biological composting units) or other system for the disposal of sewage or water from a residential structure including all pipes, fittings, lines and other equipment or attachments thereto.

Section 1.11. Property shall mean and refer to that certain real property described in Section 1.15 hereof, including the aerial and subsurface rights appurtenant thereto, and such additions thereto as may hereafter be annexed.

Section 1.12. The Barton Creek Ranch or Subdivision shall mean all of The Barton Creek Ranch Subdivision in Hays County, Texas, according to the plat thereof recorded in Book _____, Pages _____, of the Plat Records of Hays County, Texas (or any subsequently recorded plat thereof).

Section 1.13. Single Family Residential Use shall mean the occupation or use of a Structure as a residence or dwelling unit by a single person, a family or a family-sized unit in conformity with this Declaration and the requirements imposed by applicable zoning laws of any other State, County or Municipal laws, rules, regulations, codes or ordinances.

Section 1.14. Structure shall mean anything erected, constructed, placed, laid or installed in, on or over said real property, the use of which requires a location on or in the ground by not including vegetation, trees, shrubs or plantings.

Section 1.15. Subdivision Map or Subdivision Plat or Plat Map or Plat shall mean a recorded map or plat covering any or all of the Property referred to in this Declaration, or annexed hereto.

Section 1.16. Supplemental Declaration shall mean any Supplemental Declaration of Covenants, Conditions, and Restrictions bringing or adding additional property within the scheme of this Declaration under the authority in Article II hereof. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declaration" shall be deemed to relate to all property covered by this or any Supplemental Declaration.

Section 1.17. Visible From Neighboring Property shall mean that with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of a neighboring property. A neighboring property shall be any Lot having a common lot line except for the intervention of a street, road, right-of-way or easement.

ARTICLE II PROPERTY SUBJECT TO RESTRICTION

Section 2.01. General Declaration. Declarant hereby declares that the Property within the Subdivision is and shall be held, conveyed, developed, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property and every part thereof. All of this Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of the Declarant, all Owners and their successors in interest.

Section 2.02. Description of Property. The Property subject to this Declaration is all Property described in Section 1.15 hereof, together with any and all Property added or annexed by Supplemental Declaration at a subsequent time.

ARTICLE III LAND USE

Section 3.01. Commercial, Business and Multifamily Uses Excluded. No business or commercial activity shall be conducted within the Subdivision and no townhouses, apartments, duplexes or condominiums shall be constructed on any Lot. Only one dwelling unit may be erected on a Lot, except that ancillary buildings, as provided below, may be allowed if approved in advance by the ACC. Nothing contained herein shall be deemed to prevent the leasing of all of a Lot to a single person, family or family-sized unit from time to time by the Owner thereof, subject to all the provisions of this Declaration.

Section 3.02. Ancillary Buildings. Ancillary Buildings shall be for the sole purpose of housing occasional guests or for housing domestic help working for the Owner on a daily basis, or for housing yard equipment or animals as allowed in Section 5.01, or any other purpose that may be allowed by the ACC in the development plan. Renting or leasing of Ancillary Buildings is expressly forbidden.

Section 3.03. Mobile Homes Prohibited. No mobile home, manufactured home, or trailer house shall be moved to or constructed on any Lot.

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Section 3.04. Development Plan. Each Owner shall be required to submit a detailed Development Plan, pursuant to the Rules of the ACC, and such plan must be approved in writing by the ACC or its successor prior to the commencement of construction of any Improvement.

Section 3.05. Time for Construction.

(a) Construction of Structure or Improvement shall be continuous and proceed in an orderly fashion without interruption and any Structure of Improvement on a Lot shall be completed in a reasonable time, not to exceed twelve (12) months from the commencement of construction.

(b) The foundation for any Structure or Improvement shall be completed as soon as is practically possible after the commencement of construction.

(c) Commencement of construction shall mean the first on-site work for construction, including, but not by way of limitation, excavation or site preparation for the purpose of foundation.

(d) The structure shall be dried-in (i.e., the entire exterior walls, roof, windows and doors completed) within six (6) months after commencement of construction. At the six (6) months time period, or upon completion of all construction, whichever occurs earliest, the ACC shall be notified in writing and the structure shall be made accessible for inspection by the ACC.

Section 3.06. Resubdivision. No Lot within the Subdivision shall be further subdivided into a parcel of less than two (2) acres. Declarant reserves the right to change Lot lines and resubdivide the Property; provided that no resubdivision shall result in Lots of less than two (2) acres. An owner(s) of two or more adjacent lots may, subject to the prior written approval of the ACC or its successor, resubdivide such lots to allow cluster housing, provided however that the average density of such cluster housing shall not exceed 1.5 units per acre. Each Lot Owner hereby appoints Declarant as his or its lawful attorney-in-fact, with power to execute any appropriate documents, for the purpose of resubdivision of any Lot, in accordance with the terms of this Declaration. This power is coupled with an interest and shall be binding upon all assignees and successors of each Lot Owner.

ARTICLE IV
RESIDENTIAL STRUCTURES

Section 4.01. Requirements. All Structures in the Barton Creek Ranch Subdivision shall be subject to the following requirements, and each enumerated item must be included in the Development Plan submitted and approved in writing by the ACC prior to the commencement of construction. Once approved, no Structure or Improvement may vary from the Development Plan without further approval of the ACC.

(a) Set-Backs: No building shall be located on any of the Lots nearer than fifty (50) feet from any front or rear Lot line, nearer than fifty (50) feet from any street or cul-de-sac, or nearer than twenty (20) feet from any side Lot line. The ACC shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring Lots. The ACC shall be entitled to review and modify the setback requirements for Lots for which compliance with the foregoing setback requirements might be difficult or impossible.

(b) Minimum Floor Areas: All Single Family Residential Structures shall have a minimum floor area requirement exclusive of porches (open and closed), patios, garages, carports, balconies or decks, as follows:

In Section One -- 1800 square feet
In Section Two -- 1600 square feet

In Section Three -- 1400 square feet
In All Sections
Two story structure -- 2000 square feet

(c) Height Limitations: The ACC or its successor shall have the right to impose limitations on the height of any Structure or Improvement to preserve lines of sight and views enjoyed by neighboring Lots, provided that the minimum height shall allow one, two story structure, if desired, on every Lot.

(d) Private Waste Disposal Systems: Private waste disposal systems shall be constructed or allowed to remain or to be used on any Lot only when approved as to design, capacity, location and construction by all appropriate public health agencies, including the Hays County Health Department, and approved in writing by the ACC or its successor. No septic tank or lateral lines shall be permitted within 150 feet of Barton Creek.

(e) Driveway: The ACC or its successor shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways in the Subdivision.

(f) Garbage Containers: The ACC or its successor shall have the right to require each Owner to subscribe to a specific location for trash service and shall require each Owner to construct a permanent facility for the placement of garbage containers for collection purposes.

(g) Tanks: The ACC or its successor shall have the right to approve the location of any tank used or proposed in connection with a Single Family Residential Structure, including tanks for storage of fuel, water, oil or LPG and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be visible from Neighboring Property, or visible from an adjoining street.

(h) Metal Roofs: Metal roofs are permitted, however in Section ONE (Creek Front Tracts) all metal roofs must be tinted.

Section 4.02 Trees, Shrubs and Landscaping. No live trees (other than cedar, juniper or mesquite trees) that measure six (6) inches in diameter or more, measured one foot above the natural ground level, may be removed for other than road and driveway construction and site clearing for the construction of buildings and utilities without the express written permission of the ACC. Driveway culverts, driveways and sidewalks shall not be permitted which so impair the free flow of water as to cause substantial backing up of water from normal rainfalls.

Section 4.03 Fences, Walls and Hedges. Each Owner shall be required to erect and maintain a fenced enclosure, or other ACC approved method, for the keeping and maintaining of the domestic pets or animals allowed pursuant to Section 5.01 hereof. Said enclosure shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof. Any fence, wall, hedge or other similar structure or improvement must be included in the Development Plan with respect to location, height and type of material, and must be approved in writing by the ACC.

Section 4.04. Towers and Antennae. Television antennae shall be approved until such time that cable television is available; provided that antennae or towers may not obstruct the view of neighbors. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of any television or radio signal on any other Lot.

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Section 4.05. Temporary Structures - Occupancy During Construction. No trailer, basement of any incomplete building, tent, shack, garage or barn and no temporary building of any kind shall be used at any time for a residence on the Property within the Subdivision either on a temporary or permanent basis. No mobile home or manufactured home shall be placed on any Lot at any time, either temporarily or permanently.

Section 4.06. Out-Buildings. Any proposed out-buildings must be included in the Development Plan and approved in writing by the ACC.

Section 4.07. Signs. No signs of any character shall be allowed on any Lot except those prior to erection by the ACC for purposes of identification or sale of a Lot or the residence thereon.

Section 4.08. Improvements and Alterations. No Structures, improvements, alterations, repairs, excavations or other work which in any way alters the exterior appearance of any Structure within the Subdivision or the appearance of any other Improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee to the current Owner or Purchaser shall be made or done without the prior written approval of the ACC.

Section 4.09. Solar Equipment. Request for approval of installation of any type of solar equipment shall be included in the Development Plan and approved in writing by the ACC. Such energy-saving devices are encouraged by the Declarants.

Section 4.10. Applicable Laws. No structure may be erected on any Lot except in conformance with all applicable codes, ordinances, and regulations of Hays County, Texas, effective as of the date of construction. The construction standards of the ACC shall conform to building code of the City of Austin, Travis County, Texas.

Section 4.11. Visual Nuisances. Inoperable vehicles, trailers, river boats, etc. must be stored on the rear portions of a lot so as not to create a visual nuisance. The ACC or its successor shall have the authority and responsibility for determining whether or not a visual nuisance exists.

Section 4.12. Construction Materials. The exterior of each residential structure must consist of at least 50% masonry materials such as brick, granite, limestone, etc.. Exceptions may be granted by the ACC when in the opinion of the ACC, the requested variance is merited.

ARTICLE V RESTRICTIONS

Section 5.01. Animals - Household Pets. No swine may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or become a nuisance, and no domestic pets will be allowed on the Property other than the Lot of its Owner unless confined to a leash or under voice control. Upon written request of any Owner the ACC shall conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet, whether an animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the ACC in such matters is final, conclusive and shall be enforced as other restrictions contained herein. No animals or fowl will be permitted on any part of the said property other than those normally found for

family use and pleasure, including, but not limited to, horses, cows, sheep and goats. Due to the damage of overgrazing and consequent erosion and other damage, there shall be a limit of one horse or cow per 1.5 acres, or three goats or sheep. No animals shall be housed or allowed to graze within 100 feet of Barton Creek and every Lot Owner of a creekfront Lot who has grazing animals shall be required to construct a fence parallel to the creek and no closer than 100 feet to Barton Creek for the purpose of keeping livestock away from the creek. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or commercial breeding operations will be allowed. No animal shall be allowed to run at large and all animals shall be kept within an enclosed area which must be clean, sanitary and reasonably free of refuse, insects and waste at all times.

Section 5.02. Hunting/Trapping/Firearms. Hunting, trapping and discharge of firearms or fireworks are expressly prohibited within the Subdivision.

Section 5.03. Dumping. Dumping of ashes, trash, rubbish, sawdust, garbage, land fill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Subdivision.

Section 5.04. Mineral Exploration. No mining, quarrying, tunneling, excavation or drilling for exploration or removal of any minerals including oil, gas, gravel, rocks, earth or earth substances of any kind shall be permitted within the Subdivision; provided that this restriction shall not apply to drilling activities related to locating and pumping water or to any prior recorded mineral rights.

Section 5.05. Obnoxious Activities. No nuisance, obnoxious or offensive activities shall be carried on on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any of the Property within the Subdivision, and no odors shall be permitted to arise therefrom, so as to render any such Property thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its occupants. All rubbish, trash, and garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No incinerator shall be kept or maintained on any Lot. No garbage or trash shall be permitted to be buried on any Lot at any time.

Section 5.06. Continuing Adequacy of Repair or Maintenance. No building or structure upon the Property within the Subdivision shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Such duty to repair shall include the maintenance of any exterior structures and finish which was included in the Development Plan approved by the ACC.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 6.01. Establishment and Composition. There is hereby established an Architectural Control Committee, which shall consist of three (3) members, Rex Miller, P.O. Box 203, Dripping Springs, Texas 78620, Danny S. Batts, P.O. Box 203, Dripping Springs, Texas 78620 and Bill Scudder, 1112 West Ben White Blvd. Austin, Texas 78704. Members of the ACC shall serve without salary or pay and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

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Section 6.02. Voting and Status of Members. Except as otherwise provided herein, a vote or written consent of a majority of the regular members of the ACC at a meeting or otherwise shall constitute the act of the Committee. Except as hereinafter provided, alternate members shall not be entitled to vote. In the event of absence or disability of one (1) or more regular members, the remaining member or members, even though less than a quorum, may designate an alternate member for the duration of such absence or disability. The alternate member so designated shall be entitled to vote in place of the regular member for whom he so substitutes. Notwithstanding the foregoing provisions, the ACC is not authorized to act unless at least one (1) regular member is present, or in the event action is taken without a meeting, unless at least one (1) regular member consents in writing thereto.

Section 6.03. Term of Office. The term of each ACC member appointed shall be for a period of three (3) years. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned or whose terms have expired may be reappointed.

Section 6.04. Appointment and Removal. The right to appoint and remove all members of the ACC at any time, with or without cause, shall be, and hereby is, vested solely in the Declarants. Unless the rights of the declarants hereunder have been assigned as provided in Section 6.07 hereof.

Section 6.05. Resignations. Any regular member or alternate member of the ACC may resign at any time from the Committee by giving written notice thereof to the Declarants of their assignee.

Section 6.06. Vacancy. Vacancies on the ACC, however caused, shall be, except as provided in Section 6.04 of this Article, filled by the Declarants or, when in place, the Homeowners Association. A vacancy shall be deemed to exist in case of expiration of term of office, death, resignation or removal of any regular or alternate member.

Section 6.07. Transfer of Authority. The duties, rights, powers and authority of the ACC constituted hereby may be assigned at any time, at the sole election of a majority of the regular members of the ACC, to a homeowners association of The Barton Creek Ranch Subdivision, when one is created, and from and after the date of such assignment, and the acceptance thereof by said association, the association shall have full right, authority and powers, and shall be obligated to perform the functions of the ACC as provided herein (and in the by-laws of the association).

Section 6.08. Address. The address of the ACC shall be P.O. Box 203, Dripping Springs, Texas 78620, or such other place as may from time to time be designated by the ACC by written instrument recorded in the real estate records of Hays County, Texas; and the last instrument so recorded shall be deemed the Committee's proper address.

Section 6.09. Duties. It shall be the duty of the ACC to receive, consider and act upon all proposals, plans, complaints, requests for determination, Development Plans or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration.

Section 6.10. Meetings. The ACC shall meet from time to time as necessary to perform its duties hereunder. Subject to provisions of Section 6.02 above, and except as otherwise

provided herein, the vote or written consent of a majority of the regular members at a meeting or otherwise, shall constitute the act of the Committee. The Committee shall keep and maintain written records of all actions taken by it at such meetings or otherwise.

Section 6.11. Action Without Formal Meeting. The ACC, in accordance with Section 6.02 and Section 6.10 hereof, may take action without formal meeting by unanimously consenting in writing on any matter which they might consider at a formal meeting. Such unanimous written consent shall constitute the act of Committee. For the purpose hereof, unanimous written consent shall mean a writing by the three (3) regular members of the ACC, except as the provisions of Section 6.02 may apply.

Section 6.12. Procedure for Submission and Approval of Development Plan.

(a) Submission and Approval of a Development Plan shall be in accordance with the Rules promulgated by the ACC, if any, as authorized by Section 6.14 hereof.

(b) If the ACC fails to approve or disapprove any material or Development Plan submitted to it hereunder within thirty (30) days after the date shown on the submitted receipt or to give notice of its actions as above required, it shall be conclusively presumed that the Committee has approved such materials as submitted. If the Committee requests additional or amended materials or an amended Development Plan during the initial thirty (30) day period, or approves on condition that certain additional or amended materials be submitted, such period shall automatically be extended to fifteen (15) days following the date upon which such additional or amended materials are required to be delivered to and received by and receipted for by the Committee. Additional fifteen (15) day extensions shall occur if further additional or amended materials are requested or required during any subsequent extension period. If the additional or amended materials are not received on or before the required date, then the Development Plan shall automatically be disapproved.

Section 6.13. Waiver and Estoppel. The approval by the ACC of any Development Plan, specifications or drawings or any materials accompanying it for matters requiring approval of the Acc shall not be deemed to constitute a waiver of, or create any right of estoppel against the Committee's right to withhold approval of any similar Development Plan, drawing, specification or matter subsequently submitted for approval.

Section 6.14. Decisions Conclusive. All decisions of the ACC shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ACC, or any member thereof, for its or such member's approval or refusal to approve all or any portion of a Development Plan or any of the Materials submitted therewith, or for any other decision rendered under the authority of this Declaration.

Section 6.15. Liability. Neither the ACC nor any member thereof shall be liable to any Owner, or any other person, association, or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any Development Plan or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to an approved Development Plan or any materials submitted therewith; (iii) the development of the Property; (iv) the structural capacity or safety features of the proposed Improvement or Structure; (v) whether or not the location of the proposed Improvement or Structure on the building site is free from possible hazards from flooding, or from any

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other possible hazards whether caused by conditions occurring either on or off the Property; (vi) soil erosion causing sliding conditions; (vii) compliance with governmental laws, ordinances and regulations; (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (ix) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the ACC, or any member thereof, may, but is not required to, consult with or determine the view of any other Owner with respect to any Development Plan, or any materials submitted to the ACC.

Section 6.16. Modifications and Waivers. The Acc, upon such terms and conditions, upon payment of such fees or expenses, and for such procedures, as it may prescribe, may, but is not required to, adopt, review and approve or disapproved, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article IV of this Declaration, or of the ACC rules, applicable to any Improvement or use of, in on or abutting any Lot. Such applications shall contain such information as the Committee may prescribe, and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental (esthetically, economically, or otherwise) to the Owner of any other Lot. The Committee may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentations in support of, or in opposition to the application prior to the decisions, at its discretion. The Committee shall render a decision in writing, which decision need not contain any reasons, findings, or conclusions for the decision and shall forward one copy to the applicant, and retain one copy for its records. Without limiting the general applications of such section, the provisions of Section 6.15 and Section 6.16 of this Article shall apply to the actions and the decisions of the Committee and its member under this Section.

Section 6.17. Governmental Agency Approval. Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the Committee may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the Committee as a final condition to approval of a Development Plan, or as additional insurance to the Committee that the Improvements and uses of an approved Development Plan meet governmental requirements or for both such purposes.

Section 6.18. Fees. The ACC shall have the right to require a submission fee for each proposed Development Plan.

ARTICLE VII HOMEOWNERS ASSOCIATION

Section 7.01. Establishment. A Homeowners Association (HOA) shall be established within sixty (60) days after 80% of the platted lots have been sold, or at such sooner time as the Developer may elect. The Declarant shall call a meeting by notifying all of the owners of record. Within the subsequent sixty (60) days, the Articles of Incorporation and By-Laws of the Homeowners Association shall be drawn and agreed upon. The

Homeowners Association shall be organized under the Texas Non-Profit Corporation Act.

Section 7.02. Membership and Voting Rights. Every Owner (including the Declarant) of a Lot within The Barton Creek Ranch Subdivision shall automatically be a member of the Homeowners Association. Each Lot shall be entitled to one (1) vote on all matters subject to voting approval by members of the Homeowners Association. All other stipulations concerning membership, voting rights, policies and practices shall be in accordance with the Articles of Incorporation and By-Laws of the Homeowners Association.

Section 7.03. Purpose. The Articles of Incorporation and By-Laws of the Homeowners Association shall be consistent with the provisions of the Declaration herein and shall be charged with the implementation of these provisions. The Homeowners Association shall maintain, preserve and operate the common properties of the Subdivision, including the obligation to pay all taxes assessed these common properties and shall be responsible for establishing and collecting assessments or fees from each Property Owner. The Homeowners Association shall oversee the election and/or removal of the Architectural Control Committee as stipulated in Section 6.03 of this Declaration.

ARTICLE VII GENERAL PROVISIONS

Section 8.01. Extension of Time for Performance. If the performance of any act or obligation by this Declaration is prevented or hindered by act of God, war, labor disputes or other cause or causes beyond the control of the person or association responsible for such performance, then the time for performance of such act or obligation will be extended for the period that such performance was prevented or delayed by such cause; provided, however, this provision shall not apply to the payment of any fees or assessments.

Section 8.02. Breach Not Ground for Rescission. No breach or continuing breach of the restrictions, covenants, conditions, duties, or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or rescission of this Declaration or of any provision thereof.

Section 8.03. Notice Before Enforcement. Except where damage or injury to persons or Property is imminent as a result of the performance, or a failure to perform, or the defective performance of any obligation imposed or restricted by this Declaration or where animals are involved, no proceeding for the enforcement of the restrictions, covenants, conditions, rights and duties imposed, allowed or granted by this Declaration shall be commenced until ten (10) days written notice of wrongful performance, defective performance, or failure of performance, is given to the person, association or entity responsible for such performance and such wrongful or defective performance, or failure to perform has not been cured within such time. Such notice shall be deemed to be given if deposited in the U.S. Mail, mailed postage prepaid, certified, return receipt requested and said ten (10) days shall commence with the date of posting thereof.

Section 8.04. Enforcement. Declarants, ACC, HOA or any Owner shall have the right to enforce, by proceeding, at law or in equity, for damages or for injunction or both, all restrictions, covenants, conditions, rights and duties imposed, allowed or granted by the provisions of this Declaration. In any such proceeding, the prevailing parties shall be entitled to

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recover cost and expenses, including reasonable attorney's fees. The failure by Declarants, ACC, HOA or Owner to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.

Section 8.05. Attachment of Covenant on Resale or Remodel. This Declaration shall attach following the lease or resale of the Property or any Lot and any remodeling or other alteration of Improvement must be approved by the ACC through the Development Plan process.

Section 8.06. Deviation from Approved Plan. All Development Plans approved in writing by the ACC must be complied with and any deviation, change or alteration not in compliance with said Plan must be further approved in writing by the ACC, violation hereof shall be subject to enforcement in accordance with the provisions of this Declaration.

Section 8.07. Covenants to Run With the Land. The restrictions, easements, covenants, conditions, rights and duties of this Declaration shall run with and bind the land within the Property as defined herein, and shall inure to the benefit of the Owner of any Lot therein, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded in the real property records of Hays County, Texas, after which time such restrictions, easements, covenants, conditions, rights and duties shall automatically be extended for successive periods of ten (10) years.

Section 8.08. Modification or Repeal During Initial Term. Any of the provisions of this Declaration may be amended or repealed during the initial twenty (20) year term by a recorded written instrument, executed and acknowledged by the Declarants and the Owners of not less than 51% of the Lots.

Section 8.09. Modification or Repeal During Extension Terms. Any of these provisions of this Declaration may be amended or repealed during any extension term (ten years) by recorded written instrument executed and acknowledged by the Declarants and the Owners of not less than 51% of the Lots.

Section 8.10. Severability. Invalidation of any of the provisions hereof by a final judgement or decree of any court shall in no way affect or impair the validity of any other provision hereof.

Section 8.11. Joint and Several Obligations. The terms of this Declaration in effect on the date of any lease or recording of a Sheriff's deed, trustee's deed, deed in lieu of foreclosure, other deed, other order or decree declaring, settling or confirming title, pursuant to which one or more persons, associations or entities becomes a Lessee or an Owner as hereinbefore defined, shall be binding upon such lessee or new Owner, and such Lessee or new Owner shall be jointly and severally liable with his Lessor or the immediate prior Owner for any continuing performance, failure of performance or defective performance of any act or obligation restricted or imposed hereunder.

Section 8.12. No Dedication. Nothing contained in this Declaration shall be deemed or interpreted to intend a gift or dedication of any portion of the Property to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

Section 8.13. Successors. Deeds of conveyance of any Lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; however, whether or not such reference is made in any or all said deeds, by becoming an Owner as herein defined of any of the Property, each such Owner, for himself or itself, his or its heirs, personal representative, successors, transferees and assigns, binds himself or itself, and such heirs, personal representatives, successors, transferees and assigns, to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

Section 8.14. Assignment of Rights and Obligations of Declarants. The rights of Declarants hereunder are fully assignable to any person, association or entity and any and all obligations and duties of Declarants are fully delegable and assignable to any person, association or entity.

Section 8.15. Declarants' Exemption. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarants of Structures, Improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Property within the Subdivision.

Section 8.16. Rentals. No portion of a Lot, other than the entire Lot together with the Improvements thereon, may be rented or lease, and then only to a Single Family.

Section 8.17. Combining of Lots. An Owner of two or more contiguous Lots may, with prior written approval of the ACC, combine said Lots into one Lot. Such combination shall be at the sole expense of said Owner. After combination, the resulting Lot shall be treated as one Lot for all purposes of this Declaration, including voting rights within the Association and resubdivision.

Section 8.18. Certificate of Compliance of a Structure or an Improvement. Upon completion of a Structure or Improvement approved by the ACC and upon written request by the Owner of the Lot, the Acc shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Structure or Improvement, the use or uses to be conducted thereon, and the plans and specification on file with the ACC, pursuant to which the Structure was erected or Improvement was made, and shall specify that the Structure or Improvement complies with the approved plans and specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of the Structure or Improvement or of the workmanship or materials thereof. The Owner is hereby notified and shall again be so notified upon issuance of the Certificate, that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Acc of the construction, workmanship, materials, or equipment of the Structure of Improvement. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

Section 8.19. Covenant to Pay Assessment and Conditions Creating Lien. Each Owner of any Lot, his heirs, executor, successors, administrators and assigns, by accepting a deed therefor, or by entering into a contract of purchase therefore, whether or not it shall be expressed in any such deed, contract of purchase, or other conveyance, hereby covenants and agrees:

(a) That he will pay to the Homeowners Association the assessment and charges, if applicable, assessed by the Association in each year; and

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(b) That the assessment, together with the continuing obligation to pay all future assessments, assessed in all future years, shall be and remain a charge against and a continuing lien upon the assessable Property.

Section 8.20. Owner's Liability for Payment of Assessments. In addition to taking subject to the charge and lien imposed on the assessable Property, each Owner of each Lot by the acceptance of a deed therefor or by entering into a contract of purchase therefor, whether or not it shall be so expressed in such deed or contract for purchase as part of the consideration of said deed, shall be deemed to have covenanted, bargained and agreed to be personally liable for the payment of each assessment, which is assessed by the Association during any year in which Owner holds title to said Lot.

ARTICLE IX EASEMENTS

Section 9.01. 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, telephones, electricity and appurtenance 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, wires, 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 easement to the point of service on or in any Structure. Notwithstanding anything contained in this section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarants or the ACC. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements.

Section 9.02. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of the Declarants' Improvements, and Improvements approved by the ACC thereon, require. Each Owner further covenants no 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 development, Improvements or Structure, temporary or permanent, in any drainage easement or flood plain, except as approved in writing by the ACC.

Section 9.03. Easements for Access by Declarants or ACC. The Declarants and the ACC shall have the right and permanent easement to enter upon any and all Lots in the Subdivision for the purpose of maintenance, repair, removal of drainage obstructions and for the inspections as to compliance of these covenants. The Declarants and the ACC shall have the right to enter any Lot for the purpose of correcting any violation of any covenant herein.

Section 9.04. 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 Declarants 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

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aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

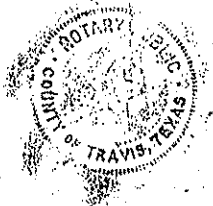
IN WITNESS WHEREOF, the undersigned, being the Declarants herein have set their hand and seals on the 17th day of January, 1984.

Ed Flume, Jr.
Ed Flume, Jr., President
Peery-Flume Properties, Inc.

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned, a Notary Public in and for said State, on this day personally appeared Ed Flume, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Peery-Flume Properties, Inc., a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 17th day of January, 1984.



Judy D. Kirby
Judy D. Kirby
Notary Public in and For
The State of Texas
My Commission Expires:
12-29-85

STATE OF TEXAS }
COUNTY OF HAYS }
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the named RECORDS
at Hays County, Texas, as stamped hereon by me.
Mary G. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

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AGREEMENT REGARDING RATIFICATION
OF RESTRICTIVE COVENANTS

THE STATE OF TEXAS)
THE COUNTY OF HAYS)

KNOW ALL MEN BY THESE PRESENTS:

That WILEY ALLEN HAYDON, the legal owner in fee simple of approximately sixty lots in BARTON CREEK RANCH, a subdivision in Hays County, Texas (the "subdivision"), according to the map or plat thereof recorded in Volume 3, Pages 55-57, Plat Records of Hays County, Texas (the "Plat") for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does ratify and confirm the restrictions recorded in Volume 424, Page 287, Real Property Records of Hays County, Texas, together with all easements and assessments contained therein, and agrees that said restrictions shall be binding as though executed by said Wiley Allen Haydon.

Executed this 2nd day of December, 1989.

Wiley Allen Haydon
WILEY ALLEN HAYDON

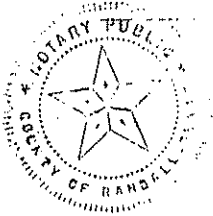
(ACKNOWLEDGMENT)

THE STATE OF TEXAS)

THE COUNTY OF Randall)

This instrument was acknowledged before me this 2nd day of December,

1989 by WILEY ALLEN HAYDON.



Nancy Law
Notary Public, State of Texas

Notary's commission expires: 4-27-91


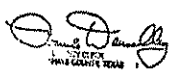
Real Property Records
Hays County Texas

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STATE OF TEXAS
 COUNTY OF HAYS


I hereby certify that this instrument was FILED on the
 date and at the time stamped hereon by me and was duly
 RECORDED in the Volume and Page of the named RECORDS
 of Hays County, Texas, as stated hereon by me.

DEC 5 1989

CLERK
 HAYS COUNTY TEXAS

FILED
 HAYS COUNTY, TEXAS
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 COUNTY CLERK

County Clerk
 Hays County, Texas

294741

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BARTON CREEK RANCH

AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

STATE OF TEXAS)
)
COUNTY OF HAYS) KNOW ALL MEN BY THESE PRESENTS

That this instrument ("Amended Declaration") amends that certain Declaration of Covenants, Conditions, and Restrictions dated January 17, 1984, filed of record in Volume 424, Pages 287-301 of the Real Property Records of Hays County, Texas ("Declaration").

RECITALS

1. The Declarant in the Declaration was the owner of that certain real property called Barton Creek Ranch which is a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 55-57, Plat Records of Hays County, Texas ("the Property").

2. This Amended Declaration is made and executed pursuant to Section 8.08 of the Declaration.

3. The Property is located along and near the banks of Barton Creek near its headwaters and, as such, is environmentally sensitive. The geology, ground and surface waters, soils and other features in the area are diverse, unique, and provide a beautiful, natural setting for country living. This Amended Declaration seeks to accomodate construction on and use of the Property and yet preserve the natural beauty and environment of the Property and the area.

4. Other purposes of this Amended Declaration are to preserve the natural beauty of the Property; to avoid harsh contrasts between structures and landscapes; to prevent the erection of poorly designed structures or the use of unsuitable materials in any structures; to encourage and obtain the constructions of attractive improvements on each lot or tract in the Property in order to maintain and protect the scenic beauty of the Property and the area and to protect the environment; and, in general, to promote and enhance environmental quality and the economic values of the Property and structures thereon and preserve the residential integrity of the Property.

Now, therefore, the undersigned being the Declarant and the owners of at least fifty one percent (51%) of the lots in the Property which is also referred to as Barton Creek Ranch ("the subdivision") hereby declare that the Property described above shall be held, sold, used, developed, occupied, leased, and conveyed subject to the reservations, easements, restrictions, covenants, and conditions contained in the Declaration and as modified by this Amended Declaration which shall run with the Property and shall be binding upon all of the parties having or acquiring any right, title, or interest in the Property or any part thereof, their respective heirs, legal representatives, executors, successors and assigns, and shall inure to the benefit of each of the foregoing.

ARTICLE I
DEFINITIONS.

Sections 1.01, 1.02, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.13, 1.14, 1.15, 1.16, and 1.17 in the Declaration remain unchanged and are incorporated herein by reference.

Section 1.03 in the Declaration is hereby amended to read as follows: Property Owners Association shall mean the association created pursuant to Article VI hereof. Such association shall hereinafter sometimes be referred to as the "POA".

OFFICIAL PUBLIC RECORDS
Hays County, Texas

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Section 1.12 is hereby amended to read as follows: The Barton Creek Ranch or Subdivision shall mean all of The Barton Creek Ranch Subdivision in Hays County, Texas, according to the plat thereof recorded in Volume 3, Pages 55-57, Plat Records of Hays County, Texas (or any subsequently recorded plat thereof) and each and every lot as shown in such plat or plats pertaining to the Subdivision.

ARTICLE II
PROPERTY SUBJECT TO RESTRICTION

Sections 2.01 and 2.02 remain unchanged and are the same as shown in the Declaration in Volume 424, Page 289, Real Property Records of Hays County, Texas and are incorporated herein by reference.

ARTICLE III
LAND USE

Sections 3.01, 3.02, 3.03, and 3.04 in the Declaration remain unchanged and are incorporated herein as if set forth in full from Volume 424, Page 289 and 290 of the Real Property Records of Hays County, Texas.

Section 3.05 (a) remains the same as in the Declaration except that any structure or improvements on a Lot shall be completed in a reasonable time, not to exceed six (6) months from the date of commencement of construction.

All of the remaining provisions in Section 3.05 shall remain the same as in the Declaration except paragraph (d) of Section 3.05 which requires that the entire exterior walls, roof, windows and doors be completed within six (6) months after the commencement of construction is hereby amended to three (3) months, instead of six (6) months.

Section 3.06 in the Declaration remains unchanged and is incorporated herein by reference.

ARTICLE IV
RESIDENTIAL STRUCTURES

Sections 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.08, 4.09, 4.10, 4.11, and 4.12 in the Declaration remain unchanged and are incorporated herein by reference.

Section 4.07 Signs is amended to read as follows: Signs. No signs of any character shall be allowed on any lot except as follows:

(1) Those signs that have been in existence and on any lot within the Subdivision for a period of at least six (6) months preceding the date of this Amended Declaration; and

(2) Any sign placed in front of a residence or on a lot indicating that the residence or lot is for sale or lease. Provided, however, that any sign which indicates that a lot is for sale or lease shall be no larger than three (3) feet in height and four (4) feet in width.

ARTICLE V
RESTRICTIONS

Section 5.01 is amended to read as follows: Animals - Domestic Pets. No swine may be kept, maintained, or cared for on the Property or any Lot in the Subdivision. No animal or animals shall be allowed to make an unreasonable amount of noise, or become a nuisance. Additionally, no domestic pets will be allowed on the Property other than the Lot of its owner, unless confined to a leash or under voice control. For the sake of clarification, domestic pets are dogs, cats and other animals which are generally classified as domestic pets. No person may have more than four (4) domestic pets excluding off-spring of

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such pets on any Lot; provided, however, any and all domestic ⁵⁸⁴pets must be kept in pens and behind fences which have been approved by the ACC. Provided further that the offspring of domestic pets under the age of three (3) months old shall not be considered as domestic pets for the purposes of counting them within the restrictions contained in this Section 5.01. Further, upon written request of any owner of any Lot in the Subdivision who feels that any other owner is violating this section, such owner shall have the right to file a complaint with the ACC, and the ACC shall determine, based on its sole discretion, whether an animal is a pet; whether the animal is making an unreasonable amount of noise; whether the animal has been allowed to run at large; whether it is under voice control; whether the animal is a nuisance; and those other issues similarly related. The decision of the ACC in such matters shall be final and conclusive and shall be enforced as other restrictions contained herein.

Due to the damage of overgrazing and possible erosion or other damage, only one horse or cow per 1.5 acres, or three goats or sheep per 1.5 acres shall be permitted. Provided, however, horses, cows, goats, and sheep are not domestic pets within the meaning of these restrictions.

No animals, whether domestic pets or otherwise, shall be housed or allowed to graze within a 100 feet of Barton Creek and every lot owner of a creek-front Lot who has grazing animals shall be required to construct a fence parallel to the creek and no closer than 100 feet to Barton Creek for the purpose of keeping livestock away from the creek. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property or any Lot, and no kennels or commercial breeding operations will be allowed. No animal shall be allowed to run at large and all animals, whether or not domestic pets, shall be kept within an enclosed area (in pens or behind fences) approved by the ACC and which must be kept clean, sanitary, and reasonably free of refuse, insects, and waste at all times.

Sections 5.02, 5.03, 5.04, 5.05, and 5.06 shall remain the same as they are in the Declaration.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

Section 6.01 is amended to read as follows: Establishment and Composition. There is hereby established an Architectural Control Committee (ACC) which shall consist of three (3) members, who shall be elected by the owners of at least 51% of the lots. Members of the ACC shall serve without salary or pay and none of the members shall be required to be an architect or meet any other particular qualifications for membership. Members shall serve for a period of three years.

Section 6.02. Voting and Status of Members. Except as otherwise provided herein, a vote or written consent of a majority of the regular members of the ACC at a meeting or otherwise shall constitute the act of the Committee. Except as hereinafter provided, alternate members shall not be entitled to vote. In the event of absence or disability of one (1) or more regular member or members, the remaining member or members, even though less than a quorum, may designate an alternate member for the duration of such absence or disability. The alternate member so designated shall be entitled to vote in place of the regular member for which he so substitutes. Notwithstanding the foregoing provisions, the ACC is not authorized to act unless at least two (2) regular members are present. If any regular member of the ACC is absent from two (2) or more meetings, after proper notification, he may be removed from office by the remaining ACC members, and an alternate appointed to replace him.

Section 6.03 shall remain the same as in the Declaration and is incorporated herein by reference.

Section 6.04 is amended to read as follows: Appointment and Removal. The right to appoint and remove all members of the ACC at any time, with or

without cause, shall be determined by vote of owners of at least 51% of the lots.

Section 6.05 is amended to read as follows: Resignations. Any regular member or alternate member of the ACC may resign at any time from the ACC by giving written notice thereof to the property owners.

Section 6.06 is amended to read as follows: Vacancy. Vacancies on the ACC, however caused, shall be filled as stated in Section 6.04. If a vacancy (or vacancies) occur, the remaining members or member of the ACC shall have the authority to appoint one or two, as the case may be, others to the ACC who shall serve for a period of three years. If all members of the ACC resign any person owning a Lot within the Property may call a special meeting of the property owners for the purpose of appointing people to fill such vacancies on the ACC.

Section 6.07 Transfer of Authority. The duties, rights, powers and authority of the ACC constituted hereby may be assigned at any time, at the election of a majority of the regular members of the ACC, to a homeowners association of the Barton Creek Ranch Subdivision, when one is created, and from and after the date of such assignment, and the acceptance thereof by said association, the association shall have full right, authority, and powers, and shall be obligated to perform the functions of the ACC as provided herein (and in the by-laws of the association).

Section 6.08 is amended to read as follows: Address. The address of the ACC shall be PO Box 203, Dripping Springs, TX, *or such other place as may be *78620 determined by the ACC by written document recorded in the Real Property Records of Hays County, Texas. The last instrument so recorded shall be deemed to be the ACC's proper address.

Section 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17 and 6.18 remain unchanged and are incorporated herein by reference.

ARTICLE VII
PROPERTY OWNERS ASSOCIATION

Section 7.01 of the Declaration is amended to read as follows: Establishment. A Property Owners Association (POA) may hereafter be established. A meeting of all of the property owners in the Subdivision may be called by any property owner by notifying all of the property owners according to the last known address of such Property owners. Thereafter, a meeting of the property owners shall be held as stated in such notice and at that time Articles of Incorporation and By-Laws of the POA may be proposed and approved by owners of 51% of the lots. Any property owner may attend in person or through an agent if the agent has a written authority signed by the property owner authorizing him to be his agent and vote at the meeting. Thereafter, if approved by owners of 51% of the lots, the Articles of Incorporation shall be filed in the office of the Secretary of State and the POA organized as a Texas Non-Profit Corporation under the Texas Non-Profit Corporation Act.

Section 7.02 of the Declaration is amended to read as follows: Membership. Each and every person or legal entity who shall own any Lot, tract, or parcel of land in the Subdivision shall automatically be a member of the POA, if formed, provided that any person or entity that holds such an interest merely as security for the performance of any obligations shall not be a member.

Each member shall be entitled to one vote for each Lot, tract or parcel of land in the subdivision that he owns.

Section 7.03 of the Declaration remains unchanged and is incorporated herein.

Section 7.04. Board of Directors. The membership at the initial meeting, and annually thereafter, shall elect a Board of Directors of the POA, who may not be members of the ACC. Such meetings and elections shall be held in accordance with the provisions of applicable Texas law under the Texas Non-Profit Corporation Act, the Articles of Incorporation and By-Laws.

Section 7.05. Assessments. The POA shall have the authority to levy an assessment for the reasonable operating expenses of the POA; provided, however, no assessment shall be valid unless it is passed at a meeting at which time all Property Owners are notified and 2/3 of the Owners of lots in the Subdivision vote in favor of the assessment. The assessment shall be thereafter voted on at each annual meeting of the POA.

Notwithstanding the foregoing, special assessments may be voted by the members of the POA if unusual or unique circumstances occur which require such a special assessment. In order for a special assessment to be valid, 75% of the owners of lots within the Subdivision must vote in favor of the special assessment.

Section 7.06. Notice. No meeting in which an assessment is passed shall be valid unless notice of such meeting and its purpose is given by United States mail, first class, to each of the members at the last known address according to the records of the POA, and by posting signs in conspicuous places within the Subdivision advising of the time, date, and purpose of the meeting. Such signs shall be posted at least thirty (30) days in advance of the date of the meeting.

Section 7.07. Assessments Lien and Foreclosure Upon delinquency, all sums assessed, as provided for herein, shall be secured by a lien. As further evidence and notice of such lien, the POA may prepare a written notice of such lien setting forth the amount of delinquent assessment, the name of the owner of the property covered by such lien, and the description of the Property. Such notice shall be signed by a duly authorized officer of the POA and recorded in the office of the County Clerk of Hays County, Texas and sent to the affected Property owner, and if known, to any lien holder on such Property. Such lien for payment of an assessment shall attach with priority as permitted by the laws of the State of Texas from the date such payment became delinquent according to the records of the POA and may be enforced by foreclosure of the defaulting owner's Property by the POA in a manner like a mortgage on real property by having a Trustee or Substitute Trustee for the POA sell the property, subject to the assessment lien, in accordance with applicable real property foreclosure law as stated in Section 51.003 of the Property Code of the State of Texas. Alternatively, the POA may institute suit against the owner personally obligated to pay the assessment, and/or for foreclosure of the said lien in a judicial foreclosure proceeding. In any foreclosure proceeding, whether judicial or otherwise, or non-judicial, the owner of the Lot shall be required to the costs and expenses, including reasonable attorney's fees, incurred by the POA.

ARTICLE VII
GENERAL PROVISIONS

Sections 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, 8.10, 8.11, 8.12, 8.13, 8.16, 8.17, and 8.18 in the Declaration shall all remain the same

Sections 8.08 and 8.09 are amended in Section 8.08 as follows:
Modification or Repeal. Any of the provisions of this Declaration may be amended or repealed during the initial twenty (20) year term of this Declaration or any extension term by recorded written instrument executed and acknowledged by the owners of not less than two-thirds (2/3) of the Lots in the Subdivision.

Sections 8.14 and 8.15 are hereby deleted and repealed.

Sections 8.19 and 8.20 in the Declaration remain the same except as

831 586

modified by the provision in Article VII and VIII herein.

ARTICLE IX
EASEMENTS

Sections 9.01, 9.02, 9.03, and 9.04 in the Declaration remain unchanged provided; however, in any of those sections or any other section which are incorporated herein by reference from the original Declaration are modified, to the extent that if the word Declarant, is mentioned, such word shall be removed and any rights vested in the Declarant by the Declaration are hereby transferred to and vested in the POA.

IN WITNESS WHEREOF, we the Declarant and the undersigned constituting the owners of not less than 51% of the lots within the Subdivision hereby adopt these amended restrictions to be effective on the date they are recorded with the County Clerk of Hays County, Texas.

Declarant:

Edward Flume

(acknowledgment)

THE STATE OF TEXAS)
THE COUNTY OF Bexar)

This instrument was acknowledged before me this 19 day of March, 1990
by Edward Flume

FILED
HAYS COUNTY, TEXAS
90 MAR 31 PM 2 27
COUNTY CLERK

Tracy L. Albores
Notary Public, State of Texas
Notary's Printed Name: Tracy L. Albores
Notary's Commission expires: 9-28-93

PROPERTY OWNER:

Wiley A. Hayden

(acknowledgment)

THE STATE OF TEXAS)
THE COUNTY OF HAYS)

This instrument was acknowledged before me this 23rd day of March, 1990
by Marianne Krizan & Wiley A. Hayden

MARIANNE KRIZAN
Notary Public
State Of Texas
My Comm. Exp. Oct. 10, 1992

Marianne Krizan
Notary Public, State of Texas
Notary's Printed Name: Marianne Krizan
Notary's Commission expires:
10-10-92

FILED
HAYS COUNTY, TEXAS
MAR 31 90
COUNTY CLERK

941, 268

1300
1550

ARTICLES OF INCORPORATION

OF

325916

BARTON CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, comprising fifty-one percent (51%) of the Lot ownership for the subdivision described below, all of whom are residents of Texas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE ONE

The name of the corporation is BARTON CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE TWO

The principal office of the Association is located at 3508 Far West Blvd., Suite 190, Austin, Texas 78731.

ARTICLE THREE

John W. Pleuthner, whose address is 3508 Far West Blvd., Suite 190, Austin, Texas 78731, is hereby appointed the initial registered agent of this Association.

ARTICLE FOUR

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide in accordance with the covenants and restrictions filed in Volume 424, Page 287-301, Real Property Records, Hays County, Texas, as Amended, for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Barton Creek Ranch Subdivision, located in Hays County, Texas, according to Volume 3, Pages 55-57, Plat Records of Hays County, Texas

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

OFFICIAL PUBLIC RECORDS
Hays County, Texas

ARTICLE FIVE

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE SIX

The association shall have one (1) class of voting membership.

ARTICLE SEVEN

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
_____	_____
_____	_____
_____	_____

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE EIGHT

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which

941 · 270

this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE NINE

DURATION

The corporation shall exist perpetually.

ARTICLE TEN

AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 14th day of January, 1992.

Wiley A. Hayden

Daniel Leopold

Bill St

James A. Marsh

Lea W. W.

Ruth Merlo

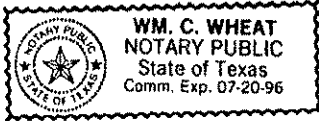
STATE OF TEXAS
COUNTY OF TRAVIS Randall

This instrument was sworn to and acknowledged before me on the 14th day of January, 1992, by Wiley A. Hayden.

Notary Public, State of Texas
Printed Name: Cynthia A. Donnell
Commission expires: 5-28-93

STATE OF TEXAS
COUNTY OF TRAVIS

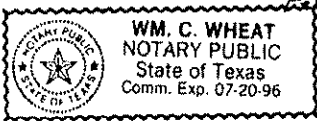
This instrument was sworn to and acknowledged before me
on the 16th day of ~~January~~, 1992, by Brian L. Stecmer.
February



Wm C. Wheat
Notary Public, State of Texas
Printed Name: William C. Wheat
Commission expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

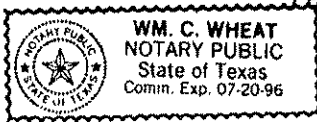
This instrument was sworn to and acknowledged before me
on the 18th day of ~~January~~, 1992, by Steve White.
February



Wm C. Wheat
Notary Public, State of Texas
Printed Name: William C. Wheat
Commission expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was sworn to and acknowledged before me
on the 28th day of ~~January~~, 1992, by Dennis Sheppard.
February

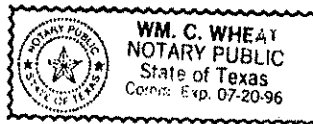


Wm C. Wheat
Notary Public, State of Texas
Printed Name: William C. Wheat
Commission expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was sworn to and acknowledged before me
on the 8th day of ~~January~~, 1992, by James A. Medo.
March

Wm C. Wheat
Notary Public, State of Texas
Printed Name: William C. Wheat
Commission expires: _____



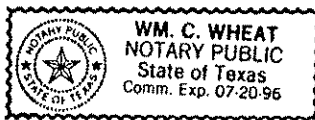
941 - 272

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was sworn to and acknowledged before me
on the 8th day of ~~January~~ March, 1992, by Ruth Meda.

Wm C. Wheat
Notary Public, State of Texas
Printed Name: William C. Wheat
Commission expires: _____

Articles. BartonCr



FILED
HAYS COUNTY, TEXAS
AUG 6 PM 12 11
COUNTY CLERK

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

AUG 6 1992



Daniel Dammley
COUNTY CLERK
HAYS COUNTY, TEXAS

251 809

970 · 543 333437

RATIFICATION OF PLAT FOR BARTON CREEK RANCH

WILEY ALLEN HAYDON dba LEDGESTONE DEVELOPMENT, being the owner of the majority of property in BARTON CREEK RANCH, a subdivision of record in Volume 3, Pages 55-57, Plat Records of Hays County, Texas, do hereby RATIFY and CONFIRM the plat of BARTON CREEK RANCH recorded in Volume 4, Pages 183-185, Plat Records of Hays County, Texas.

This instrument shall be binding upon the undersigned, his heirs, successors and assigns, and all owners of property within the BARTON CREEK RANCH subdivision, and their heirs, successors and assigns.

EXECUTED this 15th day of January, 1992.

Wiley Allen Hayden
WILEY ALLEN HAYDON dba LEDGESTONE DEVELOPMENT

(acknowledgment)

THE STATE OF TEXAS)
THE COUNTY OF HAYS)

This instrument was acknowledged before me this 15 day of JANUARY, 1992 by WILEY ALLEN HAYDON dba LEDGESTONE DEVELOPMENT.

Debbie McKeay
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Dripping Springs Title Guaranty Company
P. O. Box 100
Dripping Springs, Texas 78620

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

JAN 21 1993



Donna Dandley
COUNTY CLERK
HAYS COUNTY, TEXAS

FILED
HAYS COUNTY, TEXAS
93 JUN 21 AM 11 05
COUNTY CLERK

OFFICIAL PUBLIC RECORDS
Hays County, Texas

(7) 2102
3571

BARTON CREEK RANCH DOC# 345943

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1020 797

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT this instrument ("Second Amended Declaration") amends those certain documents entitled Declaration of Covenants, Conditions and Restrictions dated January 17, 1984, filed of record in Volume 424, Pages 287-301 of the Real Property Records of Hays County, Texas, ("Declaration") and Amended Declaration of Covenants, Conditions and Restrictions filed of record in Volume 831, pages 581-586 of the Real Property Records of Hays County, Texas ("Amended Declaration").

RECITALS

Now, therefore, the undersigned being the Declarant and the Owners of at least sixty-six and two thirds percent (66.66%) of the Lots in the Property which is also referred to as Barton Creek Ranch ("the subdivision") hereby declare that the Property described above shall be held, sold, used, developed, occupied, leased, and conveyed subject to the reservations, easements, restrictions, covenants, and conditions contained in the Declaration and as modified by Amended Declaration and this Second Amended Declaration which shall run with the Property and shall be binding upon all of the parties having or acquiring any right, title, or interest in the Property or any part thereof, their respective heirs, legal representatives, executors, successors and assigns, and shall inure to the benefit of each of the foregoing.

ARTICLE I

The following provisions shall control any and all conflicting provisions as may be contained in the Declaration and Amended Declaration

ARTICLE II

Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties.

ARTICLE III

Maximum Annual Assessments

The maximum annual assessment shall be ten dollars (\$10.00) per year per Lot.

OFFICIAL PUBLIC RECORDS
Hays County, Texas

1020 798

ARTICLE IV

Creation of Lien and Subordination
of Lien to Mortgagees

The assessments shall be made against the Owner of each Lot then owning the same, and in the event any Owner shall fail or refuse to pay his assessment as the same shall become due and payable, then all such assessments which have become due and payable and which have not been paid shall constitute and be secured by a valid lien on such Lot for the benefit of all other Lot Owners. No lien shall exist against any Lot for assessments which have not yet become due and payable. Such liens shall be prior to all other liens, except that such assessment liens shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the county and state governments or any political subdivision or special district thereof; and (2) all liens securing any loan made to a purchaser for any part of the purchase price of any Lot.

ARTICLE V

Membership and Voting Rights

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from any Lot which is subject to assessment.

There shall be one class of members of the Association with the members entitled to one vote for each Lot owned.

ARTICLE VI

Financial Records

The Association shall maintain records of all financial expenditures and collections. Said records shall be open to inspection by any member during regular business weekday hours.

ARTICLE VII

Enforcement

The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, Amended Declaration or this Second Amended Declaration.

ARTICLE VIII 1020 799

General Provisions

Section 1. Unless the covenants and restrictions as amended (Declaration, Amended Declaration and this Second Amended Declaration) are subjected to further amendment allowing for the acquisition by the Association of common area, the Association shall not acquire any real property for use as a common area.

Section 2. The Association, having been created in 1993, the assessments shall commence at such time as approved in accordance herewith and, at such time as authorized by the Board of Directors for the Association.

IN WITNESS WHEREOF, we the Declarant and the undersigned constituting the Owners of not less than sixty-six and two-thirds percent (66.66%) of the Lots within the Subdivision hereby adopt these amended covenants, conditions and restrictions to be effective on the date they are recorded with the County Clerk of Hays County, Texas.

William C. Wheat Dennis El

[Signature] [Signature]
[Signature] [Signature]

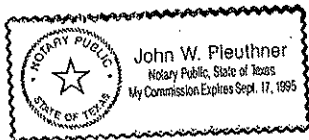
THE STATE OF TEXAS)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 15 day of APRIL, 1993, by WILLIAM C. WHEAT.

[Signature]
Notary Public, State of _____

S E A L

Notary's Printed Name _____
Commission Expires: _____



Charles E. Bonney
 Melanie Cox
 Mike Hurlbut
 Lestant Flake
 Bryan Howard

1020 800

Lot Owner	Votes by lot ownership	Votes by proxy
William C. Wheat	1	56
Jack T. Daly	1	
Susan Schwiening	1	
Dennis Ela	1	
Dennis Leopold	1	
Jerry Randall	1	
Charles E. Bonney		1
Melanie Cox	1	
Mike Hurlbut	1	
Lestant Flake	1	
Bryan Howard	1	
<hr/>		
Total Votes	10	57
Total Votes Cast		67

William C. Wheat voted proxies from:

W.A. Haydon	45
Jan C. LeKander	2
Thomas Campbell	1
David Huerta	1
Dorian deWind	1
Lee Blocker	1
Doris Weatherford	1
Heien Wen	2
Gene Johnson	1
Carol Zoch	1

Charles E. Bonney voted by proxie for Clem Maloney.

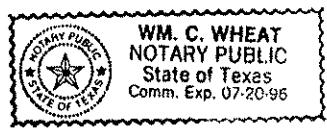
THE STATE OF Texas)
COUNTY OF Hays) 1020 801

This instrument was acknowledged before me this 18th day of April, 1993, by Jack T. Daly.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____



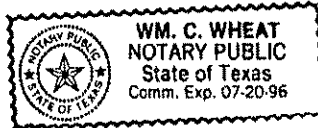
THE STATE OF Texas)
COUNTY OF Hays)

This instrument was acknowledged before me this 18th day of April, 1993, by Susan Schuilenberg.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____



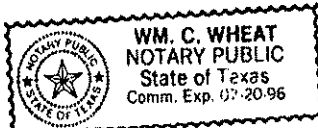
THE STATE OF Texas)
COUNTY OF Hays)

This instrument was acknowledged before me this 18th day of April, 1993, by Dennis Ela.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____



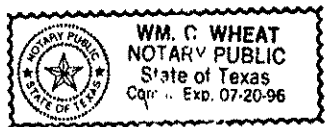
THE STATE OF Texas)
COUNTY OF Hays)

This instrument was acknowledged before me this 18th day of April, 1993, by Dennis Leopold.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____



THE STATE OF Texas)
COUNTY OF Hays)

1020 802

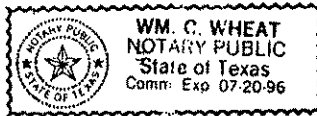
This instrument was acknowledged before me this 18th day
of April, 1993, by Jerry Randall.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____

THE STATE OF Texas)
COUNTY OF Hays)



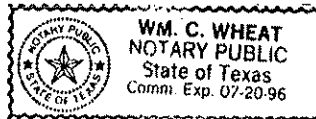
This instrument was acknowledged before me this 18th day
of April, 1993, by Charles E. Bonney.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____

THE STATE OF Texas)
COUNTY OF Hays)



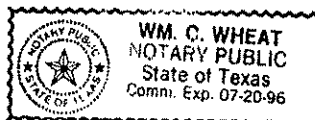
This instrument was acknowledged before me this 18th day
of April, 1993, by Melanie Cox.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____

THE STATE OF Texas)
COUNTY OF Hays)

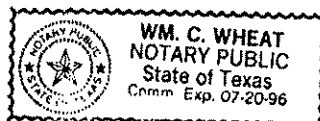


This instrument was acknowledged before me this 18th day
of April, 1993, by Mike Hurlbut.

Wm C. Wheat
Notary Public, State of _____

S E A L

Notary's Printed Name
Commission Expires: _____

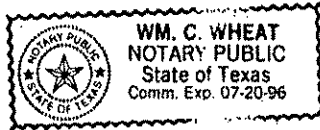


THE STATE OF Texas)
COUNTY OF Hays) 1020 803

This instrument was acknowledged before me this 18th day of April, 1993, by Lestant Flake.

Wm C. Wheat
Notary Public, State of _____
Notary's Printed Name
Commission Expires: _____

S E A L

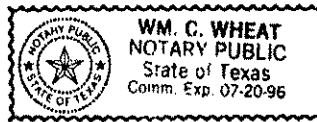


THE STATE OF Texas)
COUNTY OF Hays)

This instrument was acknowledged before me this 18th day of April, 1993, by Bryan Howard.

Wm C. Wheat
Notary Public, State of _____
Notary's Printed Name
Commission Expires: _____

S E A L



THE STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 1993, by _____.

Notary Public, State of _____
Notary's Printed Name
Commission Expires: _____

S E A L

THE STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 1993, by _____.

Notary Public, State of _____
Notary's Printed Name
Commission Expires: _____

FILED FOR RECORDS
DOUG BASKIN
07-28-1993 10:10 AM
ROBIE DANIEL
HAYS COUNTY

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on _____ and was duly stamped hereon by me and was duly recorded in the Public and Private Records of Hays County, Texas, as stamped hereon by me.

SEP 28 1993



Doniz Danally
COUNTY CLERK
HAYS COUNTY, TEXAS