

DCR Restrictions and Deed filed by Dallas County DCR Inc., Earl Jackson, Pres, (Grantor) May 11, 1973 for Valley Lake Hills, Section 1, Travis County, Texas : Deed Records. Vol.4648, page 824, Frank Schaeffler (Grantee)

- 1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.
- 2) Lots designated as business shall be used for business purposes provided the building plans, nature and purpose of the business use shall first be approved in writing by the Seller, his assigns or designees.
- 3) No building other than a first class single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Valley Lake Hills and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.
- 4) No improvements shall be constructed on any lots in Valley Lake Hills, nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.
- 5) Motels and tourist courts shall be deemed a business use.
- 6) No advertising or "For Sale" signs shall be erected in Valley Lake Hills, without approval of Seller.
- 7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or

evacuation if any other materials than necessary for landscaping, construction of buildings, driveways, and other improvements will not be permitted without written approval of Seller.

8) An assessment of \$12.00 per year shall be paid to the Seller or its nominees for each lot in said development for the maintenance of the park, beach, and recreation areas according to the rules and regulations of the sellers, its successors, assigns, or such nominee or nominees as it may designate in writing.

9)*That an assessment of three dollars per foot for frontage along the front property lines shall run against the lot and part thereof in said Subdivision, and an assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds descriptions. Such assessments shall be secured by a lien on each lot or tract, respectively in the event the Seller black tops the street by said lot or tract and black tops made available to same, and shall be payable at the time black top is made available to said property. *

10) No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Seller, its successors or assigns, or such nominee as it may designate in writing.

11) No noxious, offensive, unlawful or immoral use shall be made of the premises.

12) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

13) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip along the side, front and rear boundry (sic) lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any apurtance (sic) to the supply lines therefore (sic), including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

14) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

15)*Seller reserves unto itself, it successors and assigns and excludes from this contract minerals of every kind that may be produced from the land and such reservation shall be set for in the deed of conveyance.*

16) That an assessment for the purpose of bringing water to each lot of \$3.00 per foot for frontage along the front property line of the lot shall run against each lot and part thereof in said subdivision, and as assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds description. Such assessment shall be and is hereby secured with a lien on each lot or tract, respectively; and if and when Seller, it successors or assigns, shall construct a water main in the street and or easement running by said lot or tract and water main is made available to same, said assessment aforesaid

17) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

* Indicates passage is crossed out in this filing.

Parks and Lakes assessment

Water assessment of \$3.00 per linear foot

Seller has right of building review



DCR Deed Restrictions and Deed from Dallas County, DCR, Inc.: Valley Lake Hills: 1971. Travis County records: 38 7370 (Deed and restrictions: 1971 DCR, Inc by Earl Jackson (Grantor) to Frank Schaeffler (Grantee). These restrictions appear on the Deed.

1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.

2) Lots designated as business shall be used for business purposes provided the building plans, nature and purpose of the business use shall first be approved in writing by the Seller, his assigns or designees.

3) No building other than a first class single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Valley Lake Hills and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

4) No improvements shall be constructed on any lots in Valley Lake Hills, nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.

5) Motels and tourist courts shall be deemed a business use.

6) No advertising or "For Sale" shall be erected in Valley Lake Hills, without approval of Seller.

7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation if any other materials than necessary for landscaping, construction of

buildings, driveways, and other improvements will be permitted without written approval of Seller.

8) An assessment of \$12.00 per year shall be paid to the Seller or its nominees for each lot in said development for the maintenance of the park, beach, and recreation areas according to the rules and regulations of the sellers, its successors, assigns, or such nominee or nominees as it may designate in writing.

9)*That an assessment of three dollars per foot for frontage along the front property lines shall run against the lot and part thereof in said Subdivision, and an assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds descriptions. Such assessments shall be secured by a lien on each lot or tract, respectively in the event the Seller black tops the street by said lot or tract and black tops made available to same, and shall be payable at the time black top is made available to said property. *

10) No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Seller, its successors or assigns, or such nominee as it may designate in writing.

11) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

12) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

13) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip along the side, front and rear boundary (sic) lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, includings (sic) but not limited to gas, water, electricity, telephone, drainage and sewerage and any apurtance (sic) to the supply lines therefore (sic), including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

14) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of records, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

15)* Seller reserves unto itself, its successors or assigns and excludes from this contract all outstanding minerals of every kind that may be produced from the land and such reservation shall be set forth in the deed conveyed.*

16) That an assessment for the purpose of bringing water to each lot of \$3.00 per foot for frontage along the front property line of the lot shall run against each lot and part thereof

in said subdivision, and as assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds description. Such assessment shall be and is hereby secured with a lien on each lot or tract, respectively; and if and when Seller, it successors or assigns, shall construct a water main in the street and or easement running by said lot or tract and water main is made available to same, said assessment aforesaid shall become due and, payable to Seller, it successors and assigns, at the time water is made available to said property. Said assessment may be arranged on a satisfactory monthly payment.

17) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observation:

* Indicates passage is crossed out in this filing.

Parks & Lakes assessment of \$12.00 per year

Water assessment of \$3.00 per linear foot

Seller has right of building review



Deed and Restrictions, Valley Lake Hills, filed by DCR Inc. Sam Hammett Pres. (Grantor), September 1, 1995: Deed Records 12583 0098, Carla Dunlap, (Grantee).

1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.

2) Lots designated as business shall be used for business purposes provided the building plans, nature and purpose of the business use shall first be approved in writing by the Seller, his assigns or designees.

3) No building other than a first class single family residence containing not less than 1000 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Valley Lake Hills and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

4) No improvements shall be constructed on any lots in Valley Lake Hills, nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.

5) Motels and tourist courts shall be deemed a business use.

6) No advertising or "For Sale" shall be erected in Valley Lake Hills, without approval of Seller.

7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any

work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation if any other materials than necessary for landscaping, construction of buildings, driveways, and other improvements will not be permitted without written approval of Seller.

8) An assessment of \$25.00 (change initialed by SH) per year shall be paid to the Seller or its nominees for each lot in said development for the maintenance of the park, beach and recreation areas according to the rules and regulations of the sellers, or its nominees provided that said assessment shall not exceed \$12.00 (was not changed) for each lot. Such assessment shall be and hereby in secured by a lien of each lot or tract in said subdivision. All accepted property owners and members of their families shall have the right to use the parks, beach, and recreation areas in common with others who have written approval of the sellers or its nominee. All parks, beach, and recreation areas shall be available for use of accepted owners and families and guests at their own risk.

9) No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Seller, its successors or assigns, or such nominee as it may designate in writing.

10) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

11) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

12) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip along the side, front and rear boundry (sic) lines of the lot or lots herby conveyed, for the purpose of installation or maintenance of public utilities, includings (sic) but not limited to gas, water, electricity, telephone, drainage and sewerage and any apurtance (sic) to the supply lines therefore (sic), including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

13) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

14) That an assessment for the purpose of bringing water to each lot of \$8.00 per foot for frontage along the front property line shall run against each lot and part thereof in said subdivision, and an assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds descriptions. Such assessment shall be ad is hereby secured by a lien on each lot or tract , respectively; and, if and when Seller , its successors or assigns shall construct a water main in the street and or easement running

by said lot or tract and water is made available to said property. Said assessment my (sic) arranged on a satisfactory monthly payment.

15) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

Water assessment is changed to \$8.00 per linear foot

Parks and Lake fee is partially changed to \$25.00 per year

Seller has right of building review



DCR Deed Restrictions for Twin Lake Hills a subdivision of Deer Creek Ranch, Inc., Earl Jackson owner, 1970.

Whereas, Deer Creek Ranches, Inc. is the OWNER, of the herinafter (sic) described premises in Travis County, Texas, to-wit:

BEING Twin Lake Hills, a Subdivision in the Jan Rodriguez league and labor #42, being situated in Travis County, Texas, as per Map or Plat of said Subdivision filed for record under Volume 50, Page 84, of the County Clerks Office of Travis County, Texas, and

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations, which shall be binding of n the parties hereto and all persons claiming under them, to-wit:

1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.

2) Lots designated as business shall be used for business purposes provided, the building plans, nature and purpose of the business use shall first be provided in writing by Seller, his successors, assigns, or designees. No lot may be subdivided unless written approval is given by the Seller, his assignees or designees.

3) No building other than a first class single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Twin Lake Hills and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

4) No improvements shall be constructed on any lots in Twin Lake Hills, nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.

5) Motels and tourist courts shall be deemed a business use.

6) No advertising or "For Sale" shall be erected in Twin Lake Hills, without approval of Seller.

7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation if any other materials than necessary for landscaping, construction of buildings, driveways, and other improvements will be permitted without written approval of Seller.

8) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

9) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

10) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip along the side, front and rear boundary (sic) lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance (sic) to the supply lines therefore, including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

11) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

12) Seller reserves unto itself, its successors or assigns and excludes from this contract all outstanding minerals of every kind that may be produced from the land and such reservation shall be set forth in the deed conveyed.

13) This agreement is not assignable without the written consent of the Seller.

14) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

No Parks and Lakes fee is mentioned.

No water assessment

Right of review of construction reserved for Seller with no specific mention of transfer to assigns.



General Deed Restrictions for Highland Creek Lakes, Travis County, Texas, a subdivision of Deer Creek Ranches, Inc., Earl Jackson, Pres., May 1, 1973. Vol. 1648, page 826, Travis County, Texas.

BEING, HIGHLAND CREEK LAKES, a subdivision in the Juan Rodriguez league and labor #42, being situated in Travis County, Texas, as per Map or Plat of said Subdivision filed for record under Volume 34, Page 32, of the County Clerks Office of Travis County, Texas, and

Whereas, it is the desire of said OWNER to place the following conditions, covenants, restrictions and reservations on the above described Subdivision, as follows, to-wit:

1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.

2) Lots designated as business may be used either for residential or business purposes provided, however, that if used for a business the nature and purpose of the business use shall first be approved in writing by Seller, his successors, assigns or designees. No lot may be subdivided unless written approval is given by the Seller, assigns or designees.

3) No building other than a first class single family residence containing not less than 600 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Highland Creek Hills and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

4) No improvements shall be constructed on any lots in Highland Creek Hills, nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.

5) Motels and tourist courts shall be deemed a business use.

6) No advertising or "For Sale" shall be erected in Highland Creek Lakes, without approval of Seller.

7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation if any other materials than necessary for landscaping, construction of buildings, driveways, and other improvements will not be permitted without written approval of Seller.

8) It is expressly understood the Seller does not make any representation as to the water level to be maintained in the lakes to be created, which water level will vary from time to time.

9) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

10) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

11) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip along the side, front and rear boundary (sic) lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance (sic) to the supply lines therefore (sic), including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

12) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

13) This agreement is not assignable without the written consent of the Seller.

14) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

No Parks and Lakes assessment

No water assessment

Right of construction review reserved for Seller with no specific mention of transfer to assigns.



DCR Deed Restrictions and Deed from DCR, Inc.: Highland Creek Lakes Subdivision, Travis County, Texas : 1971. Vol 4023 page 2389 (Deed and restrictions: 1971 DCR, Inc by Earl Jackson (Grantor) to Thomas Kennedy (Grantee). These restrictions appear on the Deed.

1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.

2) Lots designated as business shall be used for business purposes provided the building plans, nature and purpose of the business use shall first be approved in writing by the Seller, his assigns or designees.

3) No building other than a first class single family residence containing not less than 600 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Highland Creek Lakes and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

4) No improvements shall be constructed on any lots in Highland Creek Lakes nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.

5) Motels and tourist courts shall be deemed a business use.

6) No advertising or "For Sale" shall be erected in Highland Creek Lakes, without approval of Seller.

7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any

work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation if any other materials than necessary for landscaping, construction of buildings, driveways, and other improvements will not be permitted without written approval of Seller.

8) An assessment of \$12.00 per year shall be paid to the Seller or its nominees for each lot in said development for the maintenance of the park, beach, and recreation areas according to the rules and regulations of the sellers, its successors, assigns, or such nominee or nominees as it may designate in writing.

9) No part of the said premises shall be used or occupied by an persons or persons unless such person or persons shall be approved for membership in the Highland Creek Lakes Colony Club should such club be established.

10)*That an assessment of three dollars per foot for frontage along the front property lines shall run against the lot and part thereof in said Subdivision, and an assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds descriptions. Such assessments shall be secured by a lien on each lot or tract, respectively in the event the Seller black tops the street by said lot or tract and black tops made available to same, and shall be payable at the time black top is made available to said property. *

11) It is expressly understood that the seller does not make any representation as to the water level to be maintained in the lakes to e created, which water level will vary from time to time.

12) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

13) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

14) The seller reserves to itself , its successors and assigns as easement or right-of-way over a strip along the side, front and rear boundry (sic) lines of the lot or lots herby conveyed, for the purpose of installation or maintenance of public utilities, includings (sic) but not limited to gas, water, electricity, telephone, drainage and sewerage and any apurtance (sic) to the supply lines therefore (sic), including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

15) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of records, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

16)* Seller reserves unto itself, its successors or assigns and excludes from this contract all outstanding minerals of every kind that may be produced from the land and such reservation shall be set forth in the deed conveyed.*

17) This agreement is not assignable without the written consent of Seller.

18) This agreement is made subject to the approval of the Purchaser for membership in the Highland Creek Hills Colony Club should such club be established.

19) That an assessment for the purpose of bringing water to each lot of \$3.00 per foot for frontage along the front property line of the lot shall run against each lot and part thereof in said subdivision, and as assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds description. Such assessment shall be and is hereby secured with a lien on each lot or tract, respectively; and if and when Seller, its successors or assigns, shall construct a water main in the street and or easement running by said lot or tract and water main is made available to same, said assessment aforesaid shall become due and, payable to Seller, its successors and assigns, at the time water is made available to said property. Said assessment may be arranged on a satisfactory monthly payment.

20) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

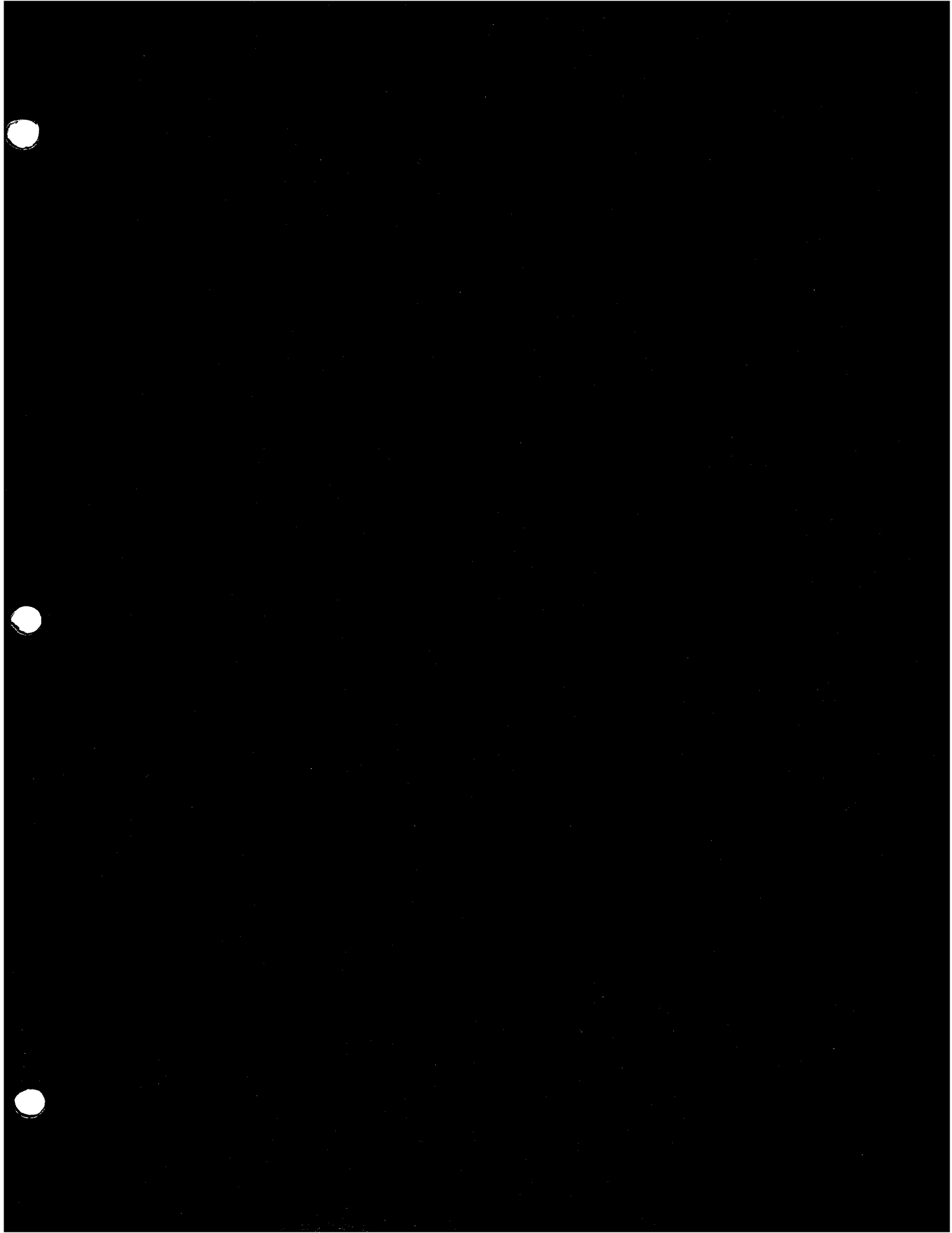
* Indicates passage is crossed out in this filing.

Observations:

Parks and Lakes assessment

Water assessment of \$3.00 per linear foot

Seller retains right of site plan review



Deed Restrictions for Hill Creek West, Hays County, Texas a subdivision, of Deer Creek Ranch, Inc, by Earl Jackson signed May, 1975, Vol. 258 page 792, Hays County, Texas.

Whereas, Deer Creek Ranches, Inc. is the Owner of the hereinafter described premises in Hays County, Texas, to-wit:

BEING, HILL CREEK WEST, a subdivision in the Juan Rodriguez league and labor #42, being situated in Hays County Texas, as per Map or Plat of said Subdivision filed for record under Volume 1, Page 33, of the County Clerks Office of Hays County, Texas and

Whereas, it is the desire of said Owner to place the following conditions, restrictions, covenants and reservations on the above described Subdivision, as follows, to-wit:

1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration.

2) Tracts designated as business may be used either for residential or business purposes provided however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns or designees. No tract may be subdivided unless written approval is given by the Seller, its successors, assigns or designees.

3) No building other than a single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, and having exterior walls of not less than 25% of this combined area of rock, brick, concrete or other approved masonry material shall be erected or constructed on any residential tract in Hill Creek west nearer than 40 feet to the front property line, or nearer than a distance equal to 15% of the width of said tract to the side property lines, or no nearer than a distance equal to 15% of the length of said lot to the rear property line.

4) No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, its successors or assigns, or such nominee or nominees as it may designate in writing.

5) No advertising or "For Sale" signs shall be erected in Hill Creek West, Section 1, that are larger than two feet by two feet without prior written approval of Seller.

6) No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any

premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation of any other materials than necessary for landscaping, construction of buildings, driveways, and other improvements will not be permitted without written approval of Seller.

7) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

8) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of all tracts located in Hill Creek West, Section 1, and all lots therein shall be so encumbered.

9) The seller reserves to itself, its successors and assigns an easement or right-of-way over a strip or right-of-way over a strip along the side, front and rear property lines of all the tract or tracts hereby conveyed, the (10) feet in width for the purposes of installation or maintenance of public tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenances to the supply lines therefore including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

10) No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall such waste be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in orderly manner on the rear 1/3 of said property, shall be properly covered and shall be allowed only so long as Seller in its sole discretion deems such storage to be in the best interest of the property.

11) Livestock or poultry shall not be raised, bred or kept on any lot or tract for any commercial purposes. Billy goats or swine shall not be kept on the property at any time.

12) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

13) These restrictions are to run with the land until June 1, 2000 and thereafter shall be automatically extended for additional periods of 10 years each unless the record owners of the majority of the tracts in Hill Creek West, Section 1, shall amend said restrictions in whole or in part.

14) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

No Parks and Lakes fee .

Right of review of construction reserved for Seller with transfer to assigns

These restrictions can be amended by a majority vote of lot owners within this subdivision



DCR Deed Restrictions and Deed from Dallas County, DCR, Inc.: Hill Creek West Section One, Hays County records: vol.248 page 324 (Deed and restrictions: 1971 DCR, Inc by Earl Jackson (Grantor) to Charles Pruitt (Grantee). These restrictions appear on the Deed.

- 1) All tracts shall be used solely for residential purposes except tracts designated otherwise by Deer Creek Ranch, Inc., however, no business shall be conducted on any of these tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.
- 2) Tracts designated as business may be used either for residential or business purposes; provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns, or design. No tract may be subdivided unless written approval is given by the Seller, its assigns or designees.
- 3) No building other than a single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, and having exterior walls of not less than 25% of this combined area of rock, brick, concrete or other approved masonry material shall be erected or constructed on any residential tract in Hill Creek west nearer than 40 feet to the front property line, or nearer than a distance equal to 15% of the width of said tract to the side property lines, or no nearer than a distance equal to 15% of the length of said lot to the rear property line.
- 4) No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, its successors or assigns, or such nominee or nominees as it may designate in writing.
- 5) No advertising or "For Sale" signs shall be erected in Hill Creek West Section 1 that are larger and two foot by two foot without prior written approval of Seller.
- 6) No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, building or other improvements, approval of said location must be first obtained from Seller. No removal of trees or excavation of any other materials than necessary for landscaping, construction of buildings, driveways and other improvements will be permitted without the prior written approval of Seller.
- 7) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

8) All covenants and restrictions shall be binding on Purchaser, his successors, heirs or assigns. Said covenants and restrictions are for the benefits (sic) of all tracts located in Hill Creek West Section 1 and all lots therein shall be so encumbered.

9) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip or right-of-way over a strip along the side, front and rear property lines of all the tract or tracts hereby conveyed, the (10) feet in width for the purposes of installation or maintenance of public tract or tracts herby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenances to the supply lines therefore including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

10) No tract shall be used on maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall such waste be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition . No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in orderly manner on the rear 1/3 of said property, hall be properly covered and shall be allowed only so long as Seller in its sole discretion deems such storage to be in the best interest of the property.

11) Livestock or poultry shall not be raised, bred or kept on any lot or tract for any commercial purposes. Billy goats or swine shall not be kept on the property at any time.

12) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

13) These restrictions are to run with the land until June 1, 2000 and thereafter shall be automatically extended for additional periods of 10 years each unless the record owners of the majority of the tracts in Hill Creek West, Section 1, shall amend said restrictions in whole or in part.

Observations:

No Parks and Lakes assessment

No water assessment

Right of review of construction reserved for Seller with transfer to assigns.

Specific set backs for this subdivision



DCR Deed Restrictions and Deed from DCR, Inc.: Hill Creek West, Section 1: 1982. Hays County records: Vol. 258 page 792 and 793, Deed and restrictions: 1982 DCR, Inc by Sam Hammett (Grantor) to Chandler Pomplun (Grantee). These restrictions appear on the Deed.

- 1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.
- 2) Lots designated as business shall be used for business purposes provided the building plans, nature and purpose of the business use shall first be approved in writing by the Seller, his assigns or designees.
- 3) No building other than a first class single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Deer Creek Ranch and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.
- 4) No improvements shall be erected or constructed on any lot in Deer Creek Ranch nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.
- 5) Motels and tourist courts shall be deemed to be a business use.
- 6) No advertising or "For Sale" signs shall be erected on any subdivision of Deer Creek Ranch without approval of Seller.
- 7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, building or other improvements, approval of said location must be first obtained from Seller. No removal of trees or excavation of any other materials than necessary for landscaping, construction of

buildings, driveways and other improvements will be permitted without the prior written approval of Seller.

8) An assessment of \$12.00 per year shall be paid to the Sellers or its nominee for each lot in said development for the maintenance of the park, beach and recreations areas according to the rules and regulations of the sellers, or its nominee, provided further that said assessment shall not exceed \$12.00 for each lot. Such assessment shall be and is hereby secured by a lien on each lot or tract in said subdivision. All accepted property owners and members of their families shall have the right to use all parks, beach and recreation areas I common with other who have written approval of the sellers, or its nominees. All parks, beach and recreation areas shall be available for use of accepted owners and families and guests at their own risk.

9) No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, its successors or assigns, or such nominee or nominees as it may designate in writing.

10) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

11) All covenants and restrictions shall be binding on Purchaser, his successors, heirs or assigns. Said covenants and restrictions are for the benefit of all tracts in the entire subdivision.

12) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip or right-of-way over a strip along the side, front and rear property lines of all the tract or tracts hereby conveyed, for the purposes of installation or maintenance of public tract or tracts herby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenances to the supply lines therefore including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

13) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

14) That an assessment for the purpose of bringing water to each lot of \$3.00 per foot for frontage along the front property line of the lot shall run against each lot and part thereof in said subdivision, and as assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds description. Such assessment shall be and is hereby secured with a lien on each lot or tract, respectively; and if and when Seller, it successors or assigns, shall construct a water main in the street and or easement running by said lot or tract and water main is made available to same, said assessment aforesaid

shall become due and, payable to Seller, its successors and assigns, at the time water is made available to said property. Said assessment may be arranged on a satisfactory monthly payment.

15) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

Parks and Lakes assessment

Water assessment of \$3.00 per linear foot

Right of review of construction reserved for Seller with transfer to assigns.

General building set back language as used in other sections of DCR, not specific to Hill Creek West, Section 1



Deed Restrictions (Vol. 1607 page 110) by Deer Creek Ranch, Inc., Earl Jackson, Pres., March 28, 1973 for Hill Top Manor, subdivision in the Juan Rodriquez league and labor #42, being situated in Travis County, Texas as per Map or Plat of said Subdivision filed for record under Vol. 62, Page 84, of the Counter Clerks Office of Travis County, Texas and

WHEREAS, Deer Creek Ranch Inc. is the OWNER of the hereinafter described premises in Travis county, Texas to-wit:

BEING HILL TOP MANOR, a subdivision in the Juan Rodriquez league and labor #42, being situated in Travis Count, Texas as per Map or Plat of said Subdivision filed for record under Volume 62, Page 84, of the County Clerks Office of Travis County Texas, and

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants, and reservations, which shall be binding on the parties hereto and all persons claiming under them, to-wit:

1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.

2) Tracts designated as business shall be used for business purposes provided the building plans, nature and purpose of the business use shall first be approved in writing by the Seller, his successors, assigns or designees. No lot may be subdivided unless written approval is given by the Seller, his assignees or designees. Lots 1-11 in Block DDD and lots 5-20 in block GGG are not restricted against retail business, but are subject to the restrictions of records.

3) No building other than a first class single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Hill Top Manor and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.

4) No improvements shall be constructed on any lots in Hill Top Manor, nearer than 30 feet to the front of the property line nor nearer than 7.5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within

10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.

5) Motels and tourist courts shall be deemed a business use.

6) No advertising or "For Sale" shall be erected in Hill Top Manor, without approval of Seller.

7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation if any other materials than necessary for landscaping, construction of buildings, driveways, and other improvements will not be permitted without written approval of Seller.

8) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

9) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

10) The seller reserves to itself, its successors and assigns as easement or right-of-way of 7.5 feet over a strip along the side, front and rear boundary (sic) lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any apurtance (sic) to the supply lines therefor (sic), including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

11) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of record, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.

12) Seller reserves unto itself, it successors and assigns and excludes form this contract all outstanding minerals of every kind that may be produced from he land and such reservation shall be set forth in the deed of conveyance.

13) This agreement is not assignable without the written consent of Seller

14) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

No assessment for Parks & Lakes

No water assessment

Seller reserves right of site plan review

Set backs are specific to Hill Top Manor Subdivision



Deed Restrictions for Deer Creek Ranch (Section 1, Hays County, Texas). Vol. 258, Page 794, Hays County, Texas, owner Deer Creek Ranch, Inc. Earl Jackson Pres., May 18, 1973

- 1) All tracts shall be used solely for residential purposes except tracts designated otherwise by Deer Creek Ranch, Inc., however, no business shall be conducted on any of these tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.
- 2) Tracts designated as business may be used either for residential or business purposes; provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns, or design. No tract may be subdivided unless written approval is given by the Seller, its assigns or designees.
- 3) No building other than a single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, and having exterior walls of not less than 25% of this combined area of rock, brick, concrete or other approved masonry material shall be erected or constructed on any residential tract in Hill Creek west nearer than 40 feet to the front property line, or nearer than a distance equal to 15% of the width of said tract to the side property lines, or no nearer than a distance equal to 15% of the length of said lot to the rear property line.
- 4) No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, its successors or assigns, or such nominee or nominees as it may designate in writing.
- 5) No advertising or "For Sale" signs shall be erected in Deer Creek Ranch, Section 1 that are larger and two foot by two foot without prior written approval of Seller.
- 6) No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, building or other improvements, approval of said location must be first obtained from Seller. No removal of trees or excavation of any other materials than necessary for landscaping, construction of buildings, driveways and other improvements will be permitted without the prior written approval of Seller.
- 7) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

8) All covenants and restrictions shall be binding on Purchaser, his successors, heirs or assigns. Said covenants and restrictions are for the benefits (sic) of all tracts located in Hill Creek West Section 1 and all lots therein shall be so encumbered.

9) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip or right-of-way over a strip along the side, front and rear property lines of all the tract or tracts hereby conveyed, the (10) feet in width for the purposes of installation or maintenance of public tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenances to the supply lines therefore including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

10) No tract shall be used on maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall such waste be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition . No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in orderly manner on the rear 1/3 of said property, shall be properly covered and shall be allowed only so long as Seller in its sole discretion deems such storage to be in the best interest of the property.

11) Livestock or poultry shall not be raised, bred or kept on any lot or tract for any commercial purposes. Billy goats or swine shall not be kept on the property at any time.

12) These restrictions are to run with the land until June 1, 2000 and thereafter shall be automatically extended for additional periods of 10 years each unless the record owners of the majority of the tracts in Hill Creek West, Section 1, shall amend said restrictions in whole or in part.

Observations:

No Parks and Lakes fee is reserved.

No water assessment

Right of review of construction reserved for Seller with transfer to assigns.



**Deed Restrictions for Mountain Creek Lakes (Travis County) Vol. 5054, Page 1170,
Travis County, Texas, owner Deer Creek Ranch, Inc. Earl Jackson Pres., July 15,
1970**

- 1) All lots shall be used solely for residential purposes, except lot designated for business purposes provided however, no business shall be conducted on any of these lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise, or vibration, and provided further that the Seller expressly reserves the right until January 1, 2000 to vary the use of any property notwithstanding the above restrictions, should Seller deem it in the in its sole judgment deem it in the best interests of the subdivision to grant such variance or variances so as to permit the use for business purposes of a lot restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the contract for sale and the Seller's deed conveying said lot or lots.
- 2) Lots designated as business shall be used for business purposes provided the building plans, nature and purpose of the business use shall first be approved in writing by the Seller, his assigns or designees.
- 3) No building other than a first class single family residence containing not less than 900 square feet, exclusive of open porches breezeways, carports and garages, shall be erected or constructed on any residential lot in Mountain Creek Lake and no garage shall be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed no later than six (6) months after laying foundations and no structures of any kind may be moved on to the property. Servants quarters and guest houses may be constructed on the rear one-third of said lots after completion of permanent residence.
- 4) No improvements shall be constructed in any subdivision of Mountain Creek Lake nearer than 30 feet to the front of the property line nor nearer than 5 feet to the side property line, except in the case of corner lots, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. In lots 100 feet or less in depth, the 30 foot setback may be 10 feet.
- 5) Motels and tourist courts shall be deemed a business use.
- 6) No advertising or "For Sale" shall be erected in Mountain Creek Lakes, without approval of Seller.
- 7) No building or structure shall be occupied or used until the exterior thereof is completely finished and any structure or part thereof constructed or lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, buildings or other improvements, approval of said location must be first obtained from Seller. No removal of trees or evacuation if any other materials than necessary for landscaping, construction of

buildings, driveways, and other improvements will not be permitted without written approval of Seller.

8) An assessment of \$12.00 per year shall be paid to the Sellers or its nominee for each lot in said development for the maintenance of the park, beach and recreations areas according to the rules and regulations of the sellers, or its nominee, provided further that said assessment shall not exceed \$12.00 for each lot. Such assessment shall be and is hereby secured by a lien on each lot or tract in said subdivision. All accepted property owners and members of their families shall have the right to use all parks, beach and recreation areas I common with other who have written approval of the sellers, or its nominees. All parks, beach and recreation areas shall be available for use of accepted owners and families and guests at their own risk.

9)* That an assessment of three dollars per foot for frontage along the front property lines shall run against the lot and part thereof in said Subdivision, and an assessment on the same basis shall run against each tract of land sold in said subdivision by metes and bounds descriptions. Such assessments shall be secured by a lien on each lot or tract, respectively in the event the Seller black tops the street by said lot or tract and black tops made available to same, and shall be payable at the time black top is made available to said property. *

10) It is expressly understood that the seller does not make any representation as to the water level to be maintained in the lakes to e created, which water level will vary from time to time.

11) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

12) All covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenant and restrictions are for the benefit of the entire subdivision.

13) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip along the side, front and rear boundry (sic) lines of the lot or lots hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any apurtance (sic) to the supply lines therefore (sic), including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

14) All tracts and lots are subject to the easements, restrictions, reservations, and covenants of records, and are subject to all applicable zoning rules and regulations, and all outstanding mineral reservations.



DCR Deed Restrictions and Deed from Dallas County, DCR, Inc.: Deer Creek Ranches Subdivision, Section 1 Hays County records: vol.211, page 384: April 6, 1966, DCR, Inc by Earl Jackson (Grantor) to Edward Castaldi (Grantee). These restrictions appear on the Deed.

- 1) All tracts shall be used solely for residential purposes except tracts designated otherwise by Deer Creek Ranch, Inc., however, no business shall be conducted on any of these tracts which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.
- 2) Tracts designated as business may be used either for residential or business purposes; provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns, or design. No tract may be subdivided unless written approval is given by the Seller, its assigns or designees.
- 3) No building other than a single family residence containing not less than 800 square feet, exclusive of open porches breezeways, carports and garages, and having exterior walls of not less than 25% of this combined area of rock, brick, concrete or other approved masonry material shall be erected or constructed on any residential tract in Deer Creek (Sec. 1 sic) nearer than 100 feet to the front property line, or nearer than a distance equal to 15% of the width of said tract to the side property lines, or no nearer than a distance equal to 15% of the length of said lot to the rear property line.
- 4) No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Seller, its successors or assigns, or such nominee or nominees as it may designate in writing.
- 5) No advertising or "For Sale" signs shall be erected in Deer Creek Ranch, Section 1 that are larger and two foot by two foot without prior written approval of Seller.
- 6) No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two coats of paint or stain whichever is applicable. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank approved by the State Department of Health. Before any work is done pertaining to the location of utilities, building or other improvements, approval of said location must be first obtained from Seller. No removal of trees or excavation of any other materials than necessary for landscaping, construction of buildings, driveways and other improvements will be permitted without the prior written approval of Seller.
- 7) No noxious, offensive, unlawful, or immoral use shall be made of the premises.

8) All covenants and restrictions shall be binding on Purchaser, his successors, heirs or assigns. Said covenants and restrictions are for the benefit of all tracts located in Deer Creek Ranches, Section 1 and all lots therein shall be encumbered.

9) The seller reserves to itself, its successors and assigns as easement or right-of-way over a strip or right-of-way over a strip along the side, front and rear property lines of all the tract or tracts hereby conveyed, ten (10) feet in width for the purposes of installation or maintenance of public tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenances to the supply lines therefore including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation to Seller to supply such services.

10) No tract shall be used on maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall such waste be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition . No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in orderly manner on the rear 1/3 of said property, shall be properly covered and shall be allowed only so long as Seller in its sole discretion deems such storage to be in the best interest of the property.

11) Livestock or poultry shall not be raised, bred or kept on any lot or tract for any commercial purposes. Billy goats or swine shall not be kept on the property at any time.

12) These restrictions are to run with the land until June 2000 and thereafter shall be automatically extended for additional periods of ten years each unless the record owners of the majority of the tracts in Deer Creek Ranch Section shall amend said restrictions in whole or in part.

13) Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Observations:

No assessment for Parks & Lakes

No water assessment

Seller reserves building review