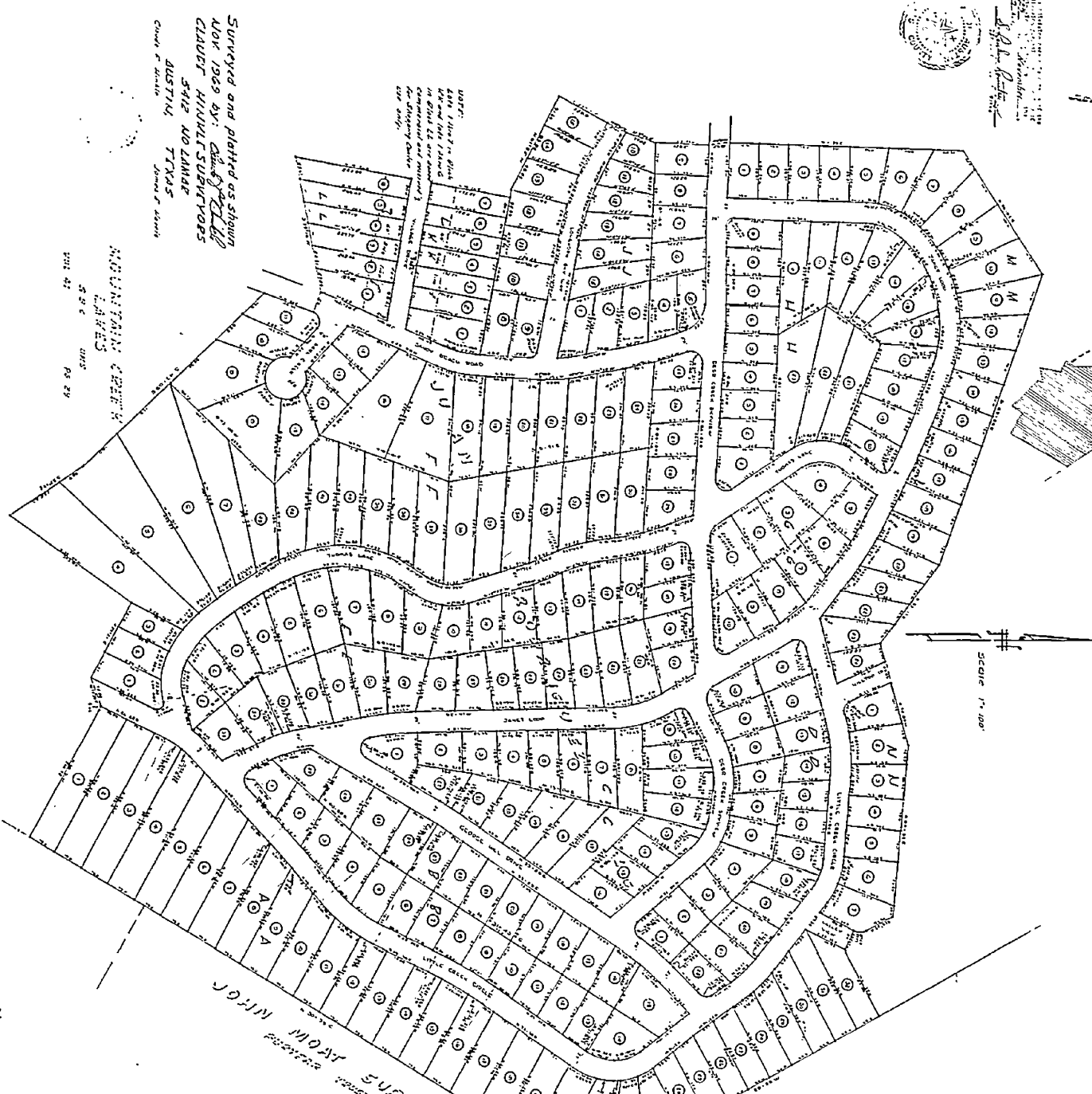
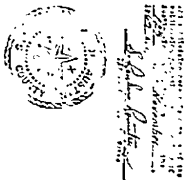


Nov. 12-69 Re-CA. B 4323 7.50

VALLEY LAKE HILLS SECTION ONE



Surveyed and platted as shown
Nov 1969 by *Charles W. ...*
CLAUDE H. HULL, SUPERVISOR
5412 MO LAMAR
AUSTIN, TEXAS



SCALE 1" = 200'

MONUMENTAL CORNER
EAST OF
SOUTH OF
PS 29

THE STATE OF TEXAS | **PLAT FOR VALLEY LAKE HILLS SECTION ONE**
COUNTY OF TRAVIS
I, *Charles W. ...*, Surveyor, do hereby certify that the foregoing plat of Valley Lake Hills Section One, Travis County, Texas, was duly surveyed and platted in accordance with the laws of this State, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of Travis County, Texas, at Austin, Texas, on this 12th day of November, 1969.
Witness my hand and seal of office at Austin, Texas, this 12th day of November, 1969.
Charles W. ...
Surveyor

SEVERAL TRACTS | **PLAT FOR VALLEY LAKE HILLS SECTION ONE**
COUNTY OF TRAVIS
I, *Charles W. ...*, Surveyor, do hereby certify that the foregoing plat of Valley Lake Hills Section One, Travis County, Texas, was duly surveyed and platted in accordance with the laws of this State, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of Travis County, Texas, at Austin, Texas, on this 12th day of November, 1969.
Witness my hand and seal of office at Austin, Texas, this 12th day of November, 1969.
Charles W. ...
Surveyor

THE STATE OF TEXAS | **PLAT FOR VALLEY LAKE HILLS SECTION ONE**
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Surveyor

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Charles W. ...
Surveyor

THE STATE OF TEXAS | **PLAT FOR VALLEY LAKE HILLS SECTION ONE**
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Witness my hand and seal of office at Austin, Texas, this 12th day of November, 1969.
Charles W. ...
Surveyor

252

THE STATE OF TEXAS

78-2415

COUNTY OF TRAVIS MAY 11-73 5991 * 2.50

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

BEING, VALLEY LAKE HILLS, 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 40, Page 45, 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 lots 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 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 or variances by the Seller shall be specifically stated in both the contract of 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 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 Valley Lake Hills and no garage may be erected except simultaneously with or subsequent to erection of residence. All building must be completed not later than six (6) months after laying foundations and no structure 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 Valley Lake Hills, nearer than 30 feet to the front property line nor nearer than 5 feet to the side property line, except that 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. Hotels and tourist courts shall be deemed to be a business use.
6. No advertising or "For Sale" signs shall be erected on Valley Lake Hills without written approval of Seller.
7. No building or structure shall be occupied or used until the exterior thereof is completed 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 evacuation of any other materials than necessary for landscaping, construction of buildings, driveways and other improvements will not be permitted without prior written approval of Seller.
8. No noxious, offensive, unlawful or immoral use shall be made of the premises.

DEED RECORDS
Travis County, Texas

4648 824

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 Seller, its successors or assigns, or such nominee or nominees as it may designate in writing.

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 an easement or right-of-way over a strip along the side, front and rear boundary 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 to the supply lines therefor, 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. 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.

WITNESS MY HAND at Dallas, Texas, this 1st day of MAY, 19 73

(NO SEAL)

Earl N. Jackson
EARL N. JACKSON, PRESIDENT

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Earl N. Jackson 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 purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of MAY, A. D., 19 73.

NOTARY SEAL

Cornie B. Jancy
NOTARY PUBLIC COUNTY OF DALLAS

STATE OF TEXAS COUNTY OF TRAVIS
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 Travis County, Texas, as Stamped hereon by me, on

MAY 11 1973



Carie Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
MAY 11 1 31 PM '73
Travis County, Texas
TRAVIS COUNTY, TEXAS

1-29-5510

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public,

DALLAS, in and for said County, Texas, on this day personally appeared

LELAND L. COGGAN President of Deer Creek Ranch, Inc.

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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day of April, A. D. 1976

(L. S.) Walter T. Coccott
Notary Public County of Dallas

NOTARY SEAL

Warranty Deed	FROM	DEER CREEK RANCH, INC.	TO	DAVID R. BARR and wife BARBARA E. BARR	RETURN TO	Mr. and Mrs. David R. Barr 126 Tulip Lane Lake Jackson, Texas 77566

STATE OF TEXAS COUNTY OF TRAVIS
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 Travis County, Texas, as Stamped hereon by me, on

APR 15 1976



Laris Argopines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
APR 15 8 40 AM '76

Laris Argopines
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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FILM CODE

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**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR VALLEY HILLS
(DESIGNATION OF BUSINESS LOTS)**

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

9:02 AM 1994 11/03/94
5.00 INDX
9:02 AM 1994 11/03/94
5.00 RECH
9:02 AM 1994 11/03/94
1.00 SEC
PR109.14-CR04

This First Amendment to the Declaration of Covenants and Restrictions for VALLEY LAKE HILLS, is made by DEER CREEK RANCH, INC., hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is that same entity referred to as "Seller" in that document dated May 1, 1973 and filed of record at Volume 4648, Page 824 of the Deed Records of Travis County, Texas, hereinafter referred to as the Declaration of Covenants and Restrictions for VALLEY LAKE HILLS (the "Declaration"). The Declaration covers and affects the following described real property (the "Subdivision"):

VALLEY LAKE HILLS, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 48, Page 45, Plat Records of Travis County, Texas.

WHEREAS, the Declarant, in its sole judgment, deems it in the best interests of the Subdivision to designate the following described property (the "Lots") as lots authorized to be used for business purposes;

Lots 1-7, Block KK, VALLEY LAKE HILLS, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 48, Page 45, Plat Records of Travis County, Texas.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, pursuant to the powers reserved to the Declarant in Paragraph 1. of the Declaration, Declarant does hereby designate the Lots as property to be used for business purposes, subject to the restrictions on such use as provided for in the Declaration.

Dated this 28 day of October, 1994.

DEER CREEK RANCH, INC.

By: [Signature]
Sam J. Hammett, President

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12307 1494

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28 day of October, 1994, by Sam J. Hammett, President of Deer Creek Ranch, Inc.



Katrina Nash

Notary Public, State of *TEXAS*
Notary's Printed Name: _____
My commission expires: _____

re/dcrdes1
After Recording Return to:
Lione, Greif, Ross & Lee
8303 N. Mopac, #B325
Austin, Texas 78759

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

NOV 3 1994



Dana DeBevoise
COUNTY CLERK
TRAVIS COUNTY, TEXAS

94 NOV -3 PM 3:29
DATA DEBEVOISE
COUNTY CLERK
TRAVIS COUNTY, TEXAS
FILED

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12307 1495

DEED RESTRICTIONS

Amended and Restated Declaration of Covenants
And Restrictions for Highland Creek Lakes, Hill Top Manor, Mountain
Creek Lakes, Twin Lake Hills and Valley Lake Hills Subdivisions in
Travis County and for
Hill Creek West and Deer Creek Ranch Subdivisions in Hays County

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §
COUNTY OF HAYS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, in order to create and carry out a general and uniform plan for the improvement, development, sale and use of the land contained in the Subject Subdivisions, **Deer Creek Ranch, Inc.** did establish and adopt certain Declarations of Covenants, Conditions and Restrictions (being referred to hereinafter, collectively, as the "Original Declaration"), reference to which documents is hereby made for all purposes;

WHEREAS, **Deer Creek Ranch Property Owner's Association** desires to clarify and correct inconsistencies in the provisions of the Original Declaration and to provide more detailed or further limitations on the improvement, development, sale and use of said land;

WHEREAS, **Deer Creek Ranch Property Owner's Association** desires to enhance and protect the value, attractiveness and desirability of the Lots constituting the Subject Subdivisions and for and in consideration of the mutual benefits of current owners and future owners of property in said subdivisions;

NOW, THEREFORE, **Deer Creek Ranch Property Owner's Association** does adopt these Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Subject Subdivisions which replace and supplant the Original Declaration which shall be void and no further force or effect as of the date of these Amended Restrictions are recorded in the Official Public Records of Travis County, Texas and Hays County, Texas.

ARTICLE I, DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

- A. Association - **Deer Creek Ranch Property Owner's Association**, its successors and assigns.
- B. Bylaws - the Bylaws of the Association.
- C. Board - the Board of Directors of the Association.

- D. Parks and Lakes - those Lots or areas, if any, conveyed to **Deer Creek Ranch Parks and Lakes Association** by instrument recorded in the Official Public Records of Travis County, Texas, for the exclusive use and enjoyment by all of the members of the Association and their guests.
- E. Commencement of Construction - the date on which foundation forms are set for any structural Improvement or the first day following the date that materials, equipment and other necessary supplies are placed on any Lot in connection with any nonstructural Improvement.
- F. House - the Improvement constructed on a Lot to be used as the residence of the Owner or occupant of such Lot.
- G. Improvement - every structure, improvement, fixture and appurtenances thereto of every type and kind constructed on, located on, or attached to a Lot.
- H. Livestock - domestic farm animals such as cattle, horses and sheep.
- I. Lot or Lots - each of the lots shown by the Plat of each Subject Subdivision.
- J. Owner or Owners - any person or persons, firm, corporation or other entity, or any combination thereof, that owns, of record, title to a Lot.
- K. Permanent - continuing in the same state or without essential change; enduring; durable; fixed.
- L. Plans - the final construction plans and specifications for any Improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of a Lot or Lots.
- M. Restrictions - any covenants, conditions, easements, reservations and stipulations that apply to and govern the improvements, use, occupancy and conveyance of all the Lots in the Subject Subdivisions as set out in this instrument and any amendment thereto.
- N. Rules and Regulations - rules adopted from time to time by the Board concerning the management and administration of the Subject Subdivisions for the use, benefit and enjoyment of the Owners.
- O. Subject Subdivisions - the land of all subdivisions shown above, which was developed and marketed by **Deer Creek Ranch, Inc.**, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto made subject to these Restrictions.
- P. Utility Company - any public entity, utility district, government entity or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II, GENERAL RESTRICTIONS

- A. All Lots shall be used solely for residential purposes except Lots designated as business by Deer Creek Ranch, Inc., however, no business shall be conducted on any one of these Lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.
- B. 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 the Association, its successors, assigns or designees.
- C. No Lots may be subdivided unless written approval by the Association is given to the Owner. No duplexes, condominiums or apartments shall be constructed or erected on any Lot. Absolutely no mobile homes, with or without wheels, Permanent residence in travel trailers or tents, manufactured homes or prefabricated homes will be allowed in the Subject Subdivisions. No noxious, offensive or unlawful use shall be made of any Lot.

- D. No building other than a single family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports and garages, and having exterior walls with a minimum of 25% of this combined area in masonry, using rock, brick, stone, stucco or other surface approved by the Association, shall be erected or constructed on any residential Lot. Houses must have concrete slab foundations. Driveways must be poured concrete, asphalt or any other Permanent surface approved by the Association and must connect from the street to the House. All houses must have a minimum of a one car enclosed garage with an enclosed storage area. Garages may be detached but must conform to the design of the House and have an overhead door that closes. The height of any garage, outbuilding, barn or other structure shall not exceed the height of the main dwelling. No garage may be constructed on any Lot unless a House is also constructed at the same time. No improvements shall be erected or constructed on any Lot nearer than 30 feet, except 20 feet for a Lot with a depth of less than 101 feet, to the front property line nor nearer than 5 feet to the side property line, except that in the case of corner Lots, no improvements shall be erected or constructed within 10 feet of the side property lines adjacent to streets.
- E. A building contractor is required to place discarded trash, rubble and debris in a container located in a confined area during the construction of a House, garage and any other improvements. Any burning must follow the respective County laws.
- F. No House, building, or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph D above. Any House, building, structure or part thereof that is constructed of lumber shall be finished with not less than two (2) coats of paint or stain, whichever is applicable. No outside toilet, except that which is required during construction, shall be installed or maintained on any Lot. All plumbing shall be connected to a septic tank that is approved by the county. Before any work is done pertaining to the location of a House, garage or other improvements, approval of the location(s) and construction must first be obtained from the county and appropriate utility companies. No removal of trees or excavation of any materials other than necessary for landscaping, construction of building(s), driveways or other improvements will be permitted without prior written approval of the Association.
- G. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structure, trees, vines, plants or any other thing shall be placed in these easements which may damage or interfere with the installation or maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or Utility Company is responsible.
- H. No Lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste, nor shall 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 Lot. Material of any kind stored on a Lot shall be arranged in an orderly manner on the rear 1/3 of the Lot, shall be properly covered and shall be allowed only so long as the Association deems such storage to be in the best interest of the property.

- I. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any character shall be placed or erected on any lot or plot at any time to be used as a temporary or permanent residence, nor shall any residence of a temporary character be permitted.
- J. No advertising or "For Sale" signs shall be erected that are larger than two (2) feet by two (2) feet without prior written approval of the Association.
- K. Livestock shall not be raised, bred or kept on any Lot for any commercial purposes and must be properly contained on said property. Goats, poultry, sheep or swine shall not be kept on the property at any time. Only one (1) livestock per acre is allowed. No wild animals are allowed to be kept on any Lot.
- L. No hedge, fence or wall may be erected, placed or altered on any Lot without approval of materials and design from the Association. Approved hedges, fences or walls shall not be erected in such a manner as to obstruct vehicular or pedestrian traffic along public ways creating a safety hazard. Hedges, fences or walls shall be kept in good repair and be non-obstructive from any one side, and not exceed four (4) feet six (6) inches in height unless otherwise approved by the Association. The use of metal sheets, barbed-wire, chain or other wire fabric is prohibited. Approved hedges, fences or walls shall follow the restrictions for improvements set forth in Article II, Section D.
- M. The use or discharge of firearms is expressly prohibited in the Subject Subdivisions.
- N. No boats, trucks, unsightly vehicles or vehicles without current registration shall be stored or kept for the purpose of repair on any Lots or driveways except in enclosed garages or storage facilities protected from view.
- O. All Owners must maintain membership in the Association. The scope of this organization is to create and carry out a general and uniform plan for improvement, development and use of the land.
- P. Invalidation of any covenant or Restriction by court judgement or otherwise shall not affect, in any way, the validity of all other such covenants and Restrictions, which will remain in full force and effect.
- Q. Acquiescence in any violation shall not be deemed a waiver for the right to enforce the violator or others, the conditions so violated or any other conditions. The Association shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.
- R. The Association may authorize variances from compliance with any of the provisions or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Association when circumstances such as topography, natural obstructions, Tract configuration, Tract size, hardship, aesthetic or environmental considerations may require a variance. The Association reserves the right to grant variances as to building set-back lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Association. If any such variances are granted, no violation of the provisions shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions for any purpose except as to the particular property and particular provisions hereof covered by the variance.

ARTICLE III, MANAGEMENT AND OPERATION

The business and affairs of the association will be managed by the Board as stated in the Bylaws.

ARTICLE IV, ARCHITECTURAL CONTROL COMMITTEE

No building or structure shall be erected or constructed on any Lot until the Plans, specifications, plot plans and external design have first been approved in writing by the Association, its successors or assigns, or such nominee as it may designate in writing. An Architectural control Committee ("Committee") shall be appointed by the Association, its successors or assigns. It shall be the purpose of the committee, in reviewing Plans, specifications and plot plans to ensure that conformance has been met with all Restrictions. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. No improvements shall be placed or altered on any Lot until the Plans, specifications and plot plans showing location of such improvements on the Lot have been approved in writing by the Committee. All Plans and specifications shall be delivered to the Committee in care of Deer Creek Ranch Property Owner's Association, P.O. Box 90116, Austin, TX 78709, or such address as it may designate, by certified mail, return receipt requested, or be personally delivered and a written receipt secured therefore, and the date of receipt at such address shall be considered the date of delivery to the Committee. The committee may require payment by any party who submits Plans for approval of a cash fee to compensate for the expense of reviewing such Plans. The initial fee hereby set for the review of Plans is twenty-five dollars (\$25.00). If it considers that the circumstances so warrant, the Board may increase such fee without the joinder or consent of any other party. The judgement of the Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said Plans, specifications and plot plans within thirty (30) days after same has been submitted to it, it will be presumed that the same have been approved. All buildings must be completed not later than six (6) months after Commencement of Construction and no structures of any kind may be moved onto the property during construction.

ARTICLE V, ROAD MAINTENANCE

The maintenance of roads and streets is coordinated with Hays and Travis Counties by the Association. Any pot-holes that develop on the streets not maintained by Travis County are repaired by the Association. The Association also coordinates the cleanup of any trash and other discarded materials alongside streets.

ARTICLE VI, PARKS AND LAKES MAINTENANCE

The Parks and Lakes are beautiful and the facilities are for the enjoyment of all property owners in the Subject Subdivisions. The maintenance of the Upper and Lower Lakes as well as the three (3) picnic areas, playground and tennis court is contracted out by the Deer Creek Ranch Parks and Lakes Association. Fees to cover the cost of this maintenance, trash removal, Association expenses and the required insurance are paid annually by each Owner as described in the bylaws of the Deer Creek Ranch Parks and Lakes Association.

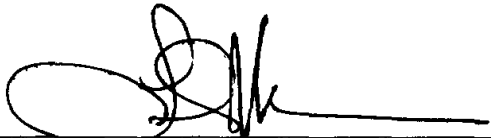
ARTICLE VII, SECURITY

The Association coordinates the participation in the Neighborhood Watch Program with both the Travis County and Hays County Sheriff Departments.

ARTICLE VIII, DURATION AND ENFORCEMENT OF RESTRICTIONS

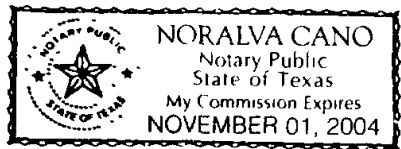
- A. Duration - These Restrictions for the Subject Subdivisions shall remain in full force and effect until January 1, 2025 and, thereafter, shall be automatically extended for additional periods of ten (10) years. The Board, at any time, may elect to amend these restrictions in whole or in part which will then require the approval of the Owners. In this circumstance, the Board will provide a voting ballot to each Owner who will have one (1) vote for each Lot owned and will provide each Owner with voting instructions. A simple majority vote to amend these Restrictions by the Owners casting ballots shall be necessary to amend these Restrictions.
- B. Enforcement of Restrictions - The Association, at the recommendation of the Board, has the right to develop a system of fines and other remedial actions that may be necessary or desirable to enforce and monitor compliance with these Restrictions. In the event that any Owner violates any of these Restrictions, the Board will provide written notice to the Owner of such violation, by hand delivery or Certified Mail to the Owner's address. The Owner shall have fifteen (15) days following receipt of such notice to cure the violation. If the Owner fails or refuses to remedy the violation, the Board may impose a fine on the Owner not to exceed \$200.00 per day for each day that the violation continues. Any fines imposed by the Board will be paid by the Owner to the Association, upon demand, and is secured and may be collected with a lien on the Owner's Lot(s).


Deer Creek Ranch Property Owners Association\

By: 
 Printed Name: LESLIE A. KUBENA
 Title: PRESIDENT

THE STATE OF TEXAS §
 COUNTY OF TRAVIS §
 COUNTY OF HAYS §

This instrument was acknowledged before me on October 3 2002
 by the authorized representative of Deer Creek Ranch Property Owners Association, on behalf of
 the Association.




 NOTARY PUBLIC, STATE OF TEXAS
 My Commission Expires: 11-01-04

AFTER RECORDING, RETURN TO:

Les Kubena, President
Deer Creek Ranch Property Owners Association
10261 Twin Lake Loop
Dripping Springs, TX 78620
512.264.9555

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

10-07-2002 04 08 PM 2002189642
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DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS



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DEED RESTRICTIONS

Amended and Restated Declaration of Covenants
And Restrictions for Highland Creek Lakes, Hill Top Manor, Mountain
Creek Lakes, Twin Lake Hills and Valley Lake Hills Subdivisions in
Travis County and for
Hill Creek West and Deer Creek Ranch Subdivisions in Hays County

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §
COUNTY OF HAYS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, in order to create and carry out a general and uniform plan for the improvement, development, sale and use of the land contained in the Subject Subdivisions, **Deer Creek Ranch, Inc.** did establish and adopt certain Declarations of Covenants, Conditions and Restrictions (being referred to hereinafter, collectively, as the "Original Declaration"), reference to which documents is hereby made for all purposes;

WHEREAS, **Deer Creek Ranch Property Owner's Association** desires to clarify and correct inconsistencies in the provisions of the Original Declaration and to provide more detailed or further limitations on the improvement, development, sale and use of said land;

WHEREAS, **Deer Creek Ranch Property Owner's Association** desires to enhance and protect the value, attractiveness and desirability of the Lots constituting the Subject Subdivisions and for and in consideration of the mutual benefits of current owners and future owners of property in said subdivisions;

NOW, THEREFORE, **Deer Creek Ranch Property Owner's Association** does adopt these Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Subject Subdivisions which replace and supplant the Original Declaration which shall be void and no further force or effect as of the date of these Amended Restrictions are recorded in the Official Public Records of Travis County, Texas and Hays County, Texas.

ARTICLE I, DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

- A. Association - **Deer Creek Ranch Property Owner's Association**, its successors and assigns.
- B. Bylaws - the Bylaws of the Association.
- C. Board - the Board of Directors of the Association.
- D. Parks and Lakes - those Lots or areas, if any, conveyed to **Deer Creek Ranch Parks and Lakes Association** by instrument recorded in the Official Public Records of Travis County, Texas, for the exclusive use and enjoyment by all of the members of the Association and their guests.
- E. Commencement of Construction - the date on which foundation forms are set for any structural Improvement or the first day following the date that materials, equipment and other necessary supplies are placed on any Lot in connection with any nonstructural Improvement.
- F. House - the Improvement constructed on a Lot to be used as the residence of the Owner or occupant of such Lot.
- G. Improvement - every structure, improvement, fixture and appurtenances thereto of every type and kind constructed on, located on, or attached to a Lot.
- H. Livestock - domestic farm animals such as cattle, horses and sheep.
- I. Lot or Lots - each of the lots shown by the Plat of each Subject Subdivision.
- J. Owner or Owners - any person or persons, firm, corporation or other entity, or any combination thereof, that owns, of record, title to a Lot.
- K. Permanent - continuing in the same state or without essential change; enduring; durable; fixed.
- L. Plans - the final construction plans and specifications for any Improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of a Lot or Lots.
- M. Restrictions - any covenants, conditions, easements, reservations and stipulations that apply to and govern the improvements, use, occupancy and conveyance of all the Lots in the Subject Subdivisions as set out in this instrument and any amendment thereto.
- N. Rules and Regulations - rules adopted from time to time by the Board concerning the management and administration of the Subject Subdivisions for the use, benefit and enjoyment of the Owners.
- O. Subject Subdivisions - the land of all subdivisions shown above, which was developed and marketed by **Deer Creek Ranch, Inc.**, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto made subject to these Restrictions.
- P. Utility Company - any public entity, utility district, government entity or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II, GENERAL RESTRICTIONS

- A. All Lots shall be used solely for residential purposes except Lots designated as business by Deer Creek Ranch, Inc., however, no business shall be conducted on any one of these Lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.
- B. 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 the Association, its successors, assigns or designees.
- C. No Lots may be subdivided unless written approval by the Association is given to the Owner. No duplexes, condominiums or apartments shall be constructed or erected on any Lot. Absolutely no mobile homes, with or without wheels, Permanent residence in travel trailers or tents, manufactured homes or prefabricated homes will be allowed in the Subject Subdivisions. No noxious, offensive or unlawful use shall be made of any Lot.
- D. No building other than a single family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports and garages, and having exterior walls with a minimum of 25% of this combined area in masonry, using rock, brick, stone, stucco or other surface approved by the Association, shall be erected or constructed on any residential Lot. Houses must have concrete slab foundations. Driveways must be poured concrete, asphalt or any other Permanent surface approved by the Association and must connect from the street to the House. All houses must have a minimum of a one car enclosed garage with an enclosed storage area. Garages may be detached but must conform to the design of the House and have an overhead door that closes. The height of any garage, outbuilding, barn or other structure shall not exceed the height of the main dwelling. No garage may be constructed on any Lot unless a House is also constructed at the same time. No improvements shall be erected or constructed on any Lot nearer than 30 feet, except 20 feet for a Lot with a depth of less than 101 feet, to the front or rear property lines nor nearer than 5 feet to the side property line, except that in the case of corner Lots, no improvements shall be erected or constructed within 10 feet of the side property lines adjacent to streets.
- E. A building contractor is required to place discarded trash, rubble and debris in a container located in a confined area during the construction of a House, garage and any other improvements. Any burning must follow the respective County laws.
- F. No House, building, or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph D above. Any House, building, structure or part thereof that is constructed of lumber shall be finished with not less than two (2) coats of paint or stain, whichever is applicable. No outside toilet, except that which is required during construction, shall be installed or maintained on any Lot. All plumbing shall be connected to a septic tank that is approved by the county. Before any work is done pertaining to the location of a House, garage or other improvements, approval of the location(s) and construction must first be obtained from the county and appropriate utility companies. No removal of trees or excavation of any materials other than necessary for landscaping, construction of building(s), driveways or other improvements will be permitted without prior written approval of the Association.

- G. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structure, trees, vines, plants or any other thing shall be placed in these easements which may damage or interfere with the installation or maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or Utility Company is responsible.
- H. No Lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste, nor shall 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 Lot. Material of any kind stored on a Lot shall be arranged in an orderly manner on the rear 1/3 of the Lot, shall be properly covered and shall be allowed only so long as the Association deems such storage to be in the best interest of the property.
- I. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any character shall be placed or erected on any lot or plot at any time to be used as a temporary or permanent residence, nor shall any residence of a temporary character be permitted.
- J. No advertising or "For Sale" signs shall be erected that are larger than two (2) feet by two (2) feet without prior written approval of the Association.
- K. Livestock shall not be raised, bred or kept on any Lot for any commercial purposes and must be properly contained on said property. Goats, poultry, sheep or swine shall not be kept on the property at any time. Only one (1) livestock per acre is allowed. No wild animals are allowed to be kept on any Lot.
- L. No hedge, fence or wall may be erected, placed or altered on any Lot without approval of materials and design from the Association. Approved hedges, fences or walls shall not be erected in such a manner as to obstruct vehicular or pedestrian traffic along public ways creating a safety hazard. Hedges, fences or walls shall be kept in good repair and be non-obstructive from any one side, and not exceed four (4) feet six (6) inches in height unless otherwise approved by the Association. The use of metal sheets, barbed-wire, chain or other wire fabric is prohibited. Approved hedges, fences or walls shall follow the restrictions for improvements set forth in Article II, Section D.
- M. The use or discharge of firearms is expressly prohibited in the Subject Subdivisions.
- N. No boats, trucks, unsightly vehicles or vehicles without current registration shall be stored or kept for the purpose of repair on any Lots or driveways except in enclosed garages or storage facilities protected from view.
- O. All Owners must maintain membership in the Association. The scope of this organization is to create and carry out a general and uniform plan for improvement, development and use of the land.
- P. Invalidity of any covenant or Restriction by court judgement or otherwise shall not affect, in any way, the validity of all other such covenants and Restrictions, which will remain in full force and effect.

- Q. Acquiescence in any violation shall not be deemed a waiver for the right to enforce the violator or others, the conditions so violated or any other conditions. The Association shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.
- R. The Association may authorize variances from compliance with any of the provisions or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Association when circumstances such as topography, natural obstructions, Tract configuration, Tract size, hardship, aesthetic or environmental considerations may require a variance. The Association reserves the right to grant variances as to building set-back lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Association. If any such variances are granted, no violation of the provisions shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions for any purpose except as to the particular property and particular provisions hereof covered by the variance.

ARTICLE III, MANAGEMENT AND OPERATION

The business and affairs of the association will be managed by the Board as stated in the Bylaws.

ARTICLE IV, ARCHITECTURAL CONTROL COMMITTEE

No building or structure shall be erected or constructed on any Lot until the plans, specifications, site plans and external design have first been approved, in writing, by the Association, its successors, assigns or by such nominee as it may designate in writing. An Architectural Control Committee ("Committee") shall be appointed by the Association, its successors or assigns. It shall be the purpose of the Committee, in reviewing plans, specifications and site plans to ensure that conformance with all Restrictions has been met. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. No improvements shall be placed or altered on any Lot until the plans, specifications and site plans showing the location of such improvements on the Lot have been approved, in writing, by the Committee. All plans and specifications shall be delivered to the Committee in care of Deer Creek Ranch Property Owner's Association, P.O. Box 64, Dripping Springs, TX 78620, or to such address as may be designated by the Committee, by certified mail, return receipt requested, or be personally delivered and a written receipt secured therefore, and the date of receipt at such address shall be considered the date of delivery to the Committee. The Committee has established a Construction Fee to be paid at the time that construction plans are submitted in the amount of two hundred fifty dollars (\$250.00). If it considers that circumstances so warrant, the Board may increase such fee without the joinder or consent of any other party. The judgment of the Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications and site plans within thirty (30) days after same have been submitted, it will be presumed that the same have been approved. Construction Fees for any additional improvements after the initial approved construction is completed will be determined

by the Association after plans for any additional improvements have been received by the Association. If said Committee fails to approve or disapprove said plans, specifications and site plans of such additional construction or improvements within thirty (30) days after same have been submitted, it will be presumed that the same have been approved. All buildings must be completed no later than six (6) months after Commencement of Construction and no structures of any kind whatsoever may be moved onto the property during construction.

ARTICLE V, ROAD MAINTENANCE

The maintenance of roads and streets is coordinated with Hays and Travis Counties by the Association. Any pot-holes that develop on the streets not maintained by Travis County are repaired by the Association. The Association also coordinates the cleanup of any trash and other discarded materials alongside streets.

ARTICLE VI, PARKS AND LAKES MAINTENANCE

The Parks and Lakes are beautiful and the facilities are for the enjoyment of all property owners in the Subject Subdivisions. The maintenance of the Upper and Lower Lakes as well as the three (3) picnic areas, playground and tennis court is contracted out by the Deer Creek Ranch Parks and Lakes Association. Fees to cover the cost of this maintenance, trash removal, Association expenses and the required insurance are paid annually by each Owner as described in the bylaws of the Deer Creek Ranch Parks and Lakes Association.

ARTICLE VII, SECURITY

The Association coordinates the participation in the Neighborhood Watch Program with both the Travis County and Hays County Sheriff Departments.

ARTICLE VIII, DURATION AND ENFORCEMENT OF RESTRICTIONS

- A. Duration - These Restrictions for the Subject Subdivisions shall remain in full force and effect until January 1, 2025 and, thereafter, shall be automatically extended for additional periods of ten (10) years. The Board, at any time, may elect to amend these restrictions in whole or in part which will then require the approval of the Owners. In this circumstance, the Board will provide a voting ballot to each Owner who will have one (1) vote for each Lot owned and will provide each Owner with voting instructions. A simple majority vote to amend these Restrictions by the Owners casting ballots shall be necessary to amend these Restrictions.
- B. Enforcement of Restrictions - The Association, at the recommendation of the Board, has the right to develop a system of fines and other remedial actions that may be necessary or desirable to enforce and monitor compliance with these Restrictions. In the event that any Owner violates any of these Restrictions, the Board will provide written notice to the Owner of such violation, by hand delivery or Certified Mail to the Owner's address. The Owner shall have fifteen (15) days following receipt of such notice to cure the violation.

If the Owner fails or refuses to remedy the violation, the Board may impose a fine on the Owner not to exceed \$200.00 per day for each day that the violation continues. Any fines imposed by the Board will be paid by the Owner to the Association, upon demand, and is secured and may be collected with a lien on the Owner's Lot(s).

Deer Creek Ranch Property Owners Association

By: *Mike Halloran*
Printed Name: Mike Halloran
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on January 24 2005 by the authorized representative of Deer Creek Ranch Property Owners Association, on behalf of the Association.



Misha L. Kubena
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 8.11.06

AFTER RECORDING, RETURN TO:

Mike Halloran, President
Deer Creek Ranch Property Owners Association
PO Box 64
Dripping Springs, TX 78620
(512) 264-3227

Deed Restrictions

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Mar 17 01:34 PM 2005046017

FERGUSONL \$26.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



REVOCATION AND ANNULMENT OF
DEED RESTRICTION AMENDMENT OF 2002

4

STATE OF TEXAS)
) ss. KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF TRAVIS)
COUNTY OF HAYS)

WHEREAS a document entitled "Deed Restrictions: Amended and Restated Declaration of Covenants and Restrictions for Highland Creek Lakes, Hill Top Manor, Mountain Creek Lakes, Twin Lake Hills and Valley Hills Subdivisions in Travis County and for Hill Creek West and Deer Creek Ranch Subdivision in Hays County" and purporting to be same was filed in the Public Records of Travis County on October 7, 2002 (Doc. ID 2002.189642), and in the Public Records of Hays County, Texas on October 24, 2002 (Doc. ID 02029299), as signed by the President of the Deer Creek Ranch Property Owners Association;

AND, WHEREAS such effort to restate restrictions for the various subdivisions was an attempt to unify covenants for the various subdivisions under one governing document for the area as a whole, and was undertaken without benefit of legal counsel;

AND, WHEREAS the Original Declarations of conditions, covenants, restrictions and reservations as recorded by the seller, developer and original declarant for each of the individual subject subdivisions, filed in the deed records of both Travis and Hays Counties, together with restated restrictions included in deed language for each individual lot, are in fact the actual, effective Deed Restrictions for the subject properties;

AND, WHEREAS the Original Declarations for these various subdivisions contain no language creating a right to amend restrictions, nor do they specify a means of amendment;

AND, WHEREAS neither Deer Creek Ranch Property Owners Association, a voluntary association, nor parent corporation Deer Creek Ranch Parks and Lakes Association, Inc., a Texas nonprofit corporation, nor former Presiding Officers, now have or then had, at any point in time, authority to amend, restate or in any other manner restrict or declare covenants for any of the individual subject subdivisions or the area as a whole;

AND, WHEREAS the above-specified Deed Restriction Amendment of 2002 was drafted and published to the public without benefit of established legal procedures for any such potential amendment and restatement of declarations, and as such was filed in the Public Records of Texas Counties improperly;

AND, WHEREAS the said improper Deed Restriction Amendment of 2002 never had any effect in law, is invalid, unenforceable, AND IS IN FACT VOID;

NOW THEREFORE after meetings duly held in August of 2006, resolution from the Board, and consent of the members, Deer Creek Ranch Property Owners Association, a voluntary association, and parent corporation Deer Creek Ranch Parks and Lakes Association, Inc., a Texas nonprofit corporation, individually and severally, by and through the undersigned past and present presidents,

DO REVOKE, RESCIND, VACATE AND ANNUL said "Deed Restrictions: Amended and Restated Declaration of Covenants and Restrictions for Highland Creek Lakes, Hill Top Manor, Mountain Creek Lakes, Twin Lake Hills and Valley Hills Subdivisions in Travis County and for Hill Creek West and Deer Creek Ranch Subdivision in Hays County" of 2002.

AND DO AFFIRM the Original Declaration of conditions, covenants, restrictions and reservations as recorded by the seller, developer and original declarant for each of the individual subject subdivisions, filed in the deed records of both Travis and Hays Counties, together with restated restrictions included in deed language for each individual lot, TO BE THE ACTUAL, EFFECTIVE DEED RESTRICTIONS.

Deer Creek Ranch Property Owners Association

BY: _____

Leslie A. Kubena, President 2002

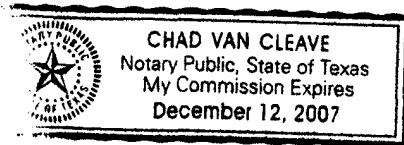
Deer Creek Ranch Parks and Lakes Association, Inc.

BY: Bradley S. Weaver
Bradley S. Weaver, President 2006

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)
COUNTY OF HAYS)

This instrument was acknowledged before me, on 11-9-06,
2006, by Chad Van Cleave.



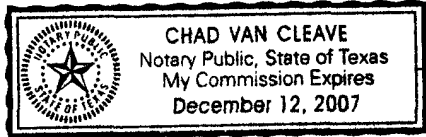
Chad Van Cleave
Notary Public, State of Texas

My Commission Expires: 12-12-07

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)
COUNTY OF HAYS)

This instrument was acknowledged before me, on 11-9-07,
2006, by Chad Van Cleave.



Chad Van Cleave
Notary Public, State of Texas

My Commission Expires: 12-12-07

AFTER RECORDING RETURN TO:

~~Return:~~
Chad Van Cleave
17202 Park Granada Dr
Dripping Springs TX
78620

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Nov 20 01:22 PM 2006223476

BENAVIDESV \$28.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS



REVOCATION AND ANNULMENT OF DEED RESTRICTION AMENDMENT OF 2005

STATE OF TEXAS)
) ss. **KNOW ALL PERSONS BY THESE PRESENTS**
 COUNTY OF TRAVIS)
 COUNTY OF HAYS)

WHEREAS a document entitled "Deed Restrictions: Amended and Restated Declaration of Covenants and Restrictions for Highland Creek Lakes, Hill Top Manor, Mountain Creek Lakes, Twin Lake Hills and Valley Hills Subdivisions in Travis County and for Hill Creek West and Deer Creek Ranch Subdivision in Hays County" and purporting to be same was filed in the Public Records of Travis County, Texas on March 17, 2005 (Doc. ID 2005046017), and in the Public Records of Hays County, Texas on May 16, 2005 (Doc. ID 05013492), as signed by Michael P. Halloran, President, Deer Creek Ranch Property Owners Association;

AND, WHEREAS such effort to restate restrictions for the various subdivisions was an attempt to unify covenants for the various subdivisions under one governing document for the area as a whole, and to further restrict the future use of individual lots in the various subdivisions, and was undertaken without benefit of legal counsel;

AND, WHEREAS the Original Declarations of conditions, covenants, restrictions and reservations as recorded by the seller, developer and original declarant for each of the individual subject subdivisions, filed in the deed records of both Travis and Hays Counties, together with restated restrictions included in deed language for each individual lot, are in fact the actual, effective Deed Restrictions for the subject properties;

AND, WHEREAS the Original Declarations for these various subdivisions contain no language creating a right to amend restrictions, nor do they specify a means of amendment;

AND, WHEREAS neither Deer Creek Ranch Property Owners Association, a voluntary association, nor parent corporation Deer Creek Ranch Parks and Lakes Association, Inc., a Texas nonprofit corporation, nor former Presiding Officer Michael P. Halloran, now have or then had, at any point in time, authority to amend, restate or in any other manner restrict or declare covenants for any of the individual subject subdivisions or the area as a whole;

AND, WHEREAS the above-specified Deed Restriction Amendment of 2005 was drafted and published to the public without benefit of established legal procedures for any such potential amendment and restatement of declarations, and as such was filed in the Public Records of Texas Counties improperly;

AND, WHEREAS the said improper Deed Restriction Amendment of 2005, never had any effect in law, is invalid, unenforceable, AND IS IN FACT VOID;

NOW THEREFORE after meetings duly held, resolution from the Board, and consent of the members, Deer Creek Ranch Property Owners Association, a voluntary association, and parent corporation Deer Creek Ranch Parks and Lakes Association, Inc., a Texas nonprofit corporation, individually and severally, by and through the undersigned past and present presidents,

DO REVOKE, RESCIND, VACATE AND ANNUL said "Deed Restrictions: Amended and Restated Declaration of Covenants and Restrictions for Highland Creek Lakes, Hill Top Manor, Mountain Creek Lakes, Twin Lake Hills and Valley Hills Subdivisions in Travis County and for Hill Creek West and Deer Creek Ranch Subdivision in Hays County" of 2005.

AND DO AFFIRM the Original Declaration of conditions, covenants, restrictions and reservations as recorded by the seller, developer and original declarant for each of the individual subject subdivisions, filed in the deed records of both Travis and Hays Counties, together with restated restrictions included in deed language for each individual lot, TO BE THE ACTUAL, EFFECTIVE DEED RESTRICTIONS.

Deer Creek Ranch Property Owners Association

BY: 
Michael P. Halloran, President 2005

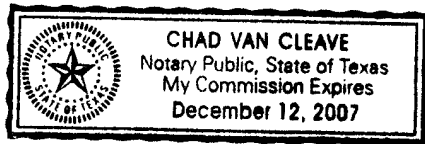
Deer Creek Ranch Parks and Lakes Association, Inc.

BY: Bradley S. Weaver 9/11/2006
Bradley S. Weaver, President 2006

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)
COUNTY OF HAYS)

This instrument was acknowledged before me, on September 11
2006, by Bradley S. Weaver



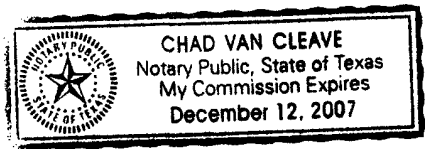
Chad Van Cleave
Notary Public, State of Texas

My Commission Expires: 12-12-07

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF TRAVIS)
COUNTY OF HAYS)

This instrument was acknowledged before me, on Sept 11, 2006,
2006, by Michael Halloran.



Chad Van Cleave
Notary Public, State of Texas

My Commission Expires: 12-12-07

AFTER RECORDING RETURN TO:

Bradley S. Weaver
17202 Panorama Dr.
Dripping Springs, TX 78620

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Nov 20 01:22 PM 2006223477

BENAVIDESV \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



Public Notice Regarding "Declaration of Covenants and Restrictions for Highland Creek
Lakes, Hill Top Manor, Mountain Creek Lakes, Twin Lake Hills and Valley Hills
Subdivisions in Travis County and for Hill Creek West and Deer Creek Ranch
Subdivision in Hays County"

*By and For Deer Creek Ranch Parks and Lakes Association, Inc.
d/b/a Deer Creek Ranch Property Owners Association*

**Meeting of the Board of Directors, 7pm March 21, 2007
RESOLUTION REGARDING MANDATORY CERTIFICATES**

WHEREAS:

To be a "Property Owners' Association" under the Texas Property Code, empowered with rights and duties which may include placement of lien on member property to compel mandatory dues and fees, Deer Creek Ranch Property Owners Association had to have been authorized by the original deed restrictions or by subsequent written agreement of all the property owners;

AND, WHEREAS:

The original restrictions filed by the developer, Deer Creek Ranch, Inc., did not authorize the formation of any "Property Owners' Association," nor has there been any written agreement of the property owners authorizing such an association;

AND, WHEREAS:

While an assumed name certificate for Deer Creek Ranch Property Owners Association was filed with the Texas Secretary of State on October 17, 2003, such filing was ineffective to form a "Property Owners' Association," its formation not being authorized by the original deed restrictions or any written agreement of the property owners;

NOW, THEREFORE, BE IT RESOLVED THAT:

Deer Creek Ranch Property Owners Association, its officers, board members, employees and agents immediately cease issuing any resale certificate, cease collecting any transfer fee and resale certificate fee, and promptly notify any person making inquiry, including, but not limited to, any title company, closing agent, mortgage company, or purchaser, that Deer Creek Ranch Property Owners Association is not a "Property Owners' Association" under the Texas Property Code, and that it is not authorized to collect any transfer fee or resale certificate fee whatsoever;

FURTHER, BE IT RESOLVED THAT:

Deer Creek Ranch Property Owners Association place in the Public Records of Travis and Hays Counties a writing that confirms that the nature of the Association is a Voluntary Membership civic organization or neighborhood group; and, that the Association is not, nor does it hold itself it be, a "Property Owners' Association" as defined and contemplated under the Texas Property Code; and, the Association acknowledges that it has neither Mandatory Membership rights nor duties.

By and for the Membership, and Members of the Board of Directors:

John Phelps
President, Board of Directors, Deer Creek Ranch Parks and Lakes Association, Inc.
d/b/a Deer Creek Ranch Property Owners Association

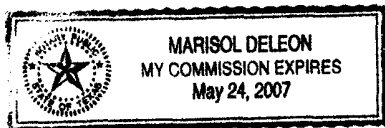
ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HAYS)

This instrument was acknowledged before me on April 18
2007.

Witness, my hand and official seal.

Notary Public, State of Texas



AFTER RECORDING RETURN TO:

John Phelps, President
Deer Creek Ranch Parks and Lakes Association, Inc.
d/b/a Deer Creek Ranch Property Owners Association
P.O. Box 64
Dripping Springs, TX. 78620

Filed for Record in:
Hays County
On: Apr 18, 2007 at 12:42P
Document Number: 70011167
Amount: 20.00
Receipt Number - 169104
By:
Rose Robinson, Deputy
Linda C. Fritscher, County Clerk
Hays County

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Aug 31 09:19 AM 2007163110

GONZALESM \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

15/ITC/ 1406370 -DRP/MFB

DECLARATION OF COVENANTS AND RESTRICTIONS

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THIS DECLARATION, made by AGX, Inc. a Texas Corporation, with principal offices in Travis County, Texas ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain real property located in Travis County, Texas, described as follows:

All of Lot No.1, Block "NN", Lots 18, 19, 20, and 22, Block "DD"; VALLEY LAKE HILLS, SECTION 1, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 48, Page 45, Plat Records of Travis County, Texas (the "Property"); and

WHEREAS, to create a general plan for the improvement, development, sale and use of the land, the original subdivision developer Deer Creek Ranch, Inc. did establish and adopt certain Declarations of Covenants, Conditions and Restrictions (as restated and amended through deeds publicly recorded from time to time, referred to collectively as the "Original Declaration"), reference to which documents is hereby made for all purposes; and

WHEREAS, Declarant desires to provide for the preservation of the values, the orderly development and the continued upkeep and maintenance of the Property, and to this end, desires to subject the Property to the covenants, restrictions, and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof;

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the following covenants, restrictions, liens, charges and easements (sometimes hereinafter collectively referred to as "covenants and restrictions"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings (unless the context shall prohibit):

1.1 Original Declaration. "Original Declaration" shall mean, collectively, those publicly recorded documents stating Covenants, Conditions and Restrictions, Volume 4648, Page 824 of the Real Property Records of Travis County, Texas, (and as restated and amended through various deeds publicly recorded from time to time, referred to collectively as the "Original Declaration"), as promulgated and imposed by the original developer, Deer Creek Ranch, Inc.

1.2 Declarant. "Declarant" shall mean and refer to AGX, Inc., a Texas corporation, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

1.3 Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions.

1.4 Lot. "Lot" shall mean and refer to each of the parcels of Property as enumerated and shown upon any recorded subdivision map or plat of the Property, which also is specified within and subject to this document, those certain lots hereinbefore described.

1.5 Owner. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot situated within the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.6 Property. "Property" shall mean and refer to that certain real property hereinbefore described.

1.7 Neighbor. "Neighbor" shall mean all owners and tenants of those properties controlled by the Original Declaration, whether or not controlled under this subsequent Declaration, as well as the owners and tenants of any properties abutting or adjoining any portion of the Property, whether or not controlled by the Original Declaration or by this subsequent Declaration.

ARTICLE II BUILDING AND USE RESTRICTIONS

2.1 Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including structurally sound and well-maintained garages; and no structure shall be occupied or used until the exterior construction thereof is completed.

2.2 Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only. No Owner or other occupant shall use or occupy a Lot, or permit the same or any part of premises thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner and family, or Owner's tenant and family. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. "Single-family" shall not be construed so narrowly as to mean only family of blood relation. "Residential" shall be construed as commonly understood: an accommodation for human habitation, and not for other uses. It is expressly understood that residential purposes excludes the use of the Property for any business or occupation activity which is: open to the general public; requires regular parking for customers, employees, or other agents of the business; attracts excessive freight or traffic; or creates a hazard, nuisance or annoyance to a Neighbor or other Owner. The Original Declaration provides that resident activities shall not be noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibration.

2.3 Temporary and Other Structures. No structure of a temporary character, trailer, mobile dwelling (whether or not converted to an immobile, permanent status), tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, or be used as a residence; and no residence house, garage, storage container or other structure appurtenant thereto, shall be moved upon any Lot from another location.

2.4 Minimum Floor Area, Exterior Walls And Roofs. Any residence constructed must have a ground floor area of not less than 900 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages, as stated in the Original Declaration. The exterior walls of any residence shall consist of not less than 100% masonry construction; masonry, as used herein, is not limited to rock and brick, and may include cementitious siding or

cement products. Calculation of masonry percentage shall exclude windows, doors and trim. No visually reflective metals may be used for exterior walls or roofing of any structure on the lots.

2.5 Setbacks. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. Setbacks as stated in the Original Declaration are: 30 feet to the front of the property line; 5 feet to the side property line, except in the case of corner Lots, where the side property line adjacent to a street has a structure setback of 10 feet; Lots having a depth of less than 100 feet shall be allowed a front setback of 10 feet.

2.6 Resubdivision. None of said Lots shall be resubdivided

2.7 Nuisance and Safety. Common-sense neighborliness is encouraged. No noxious or offensive activity shall be carried on or permitted upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. All laws and ordinances of Travis County, or of any jurisdiction then effective, shall be observed at all times.

- a. a. Fires. Fire safety and moderation is encouraged. Well-contained ceremonial and cook fires may be permitted from time to time, while strictly observing Travis County and other effective jurisdictional regulations regarding the nature, size, location, containment, timing and safe use of such fires, to include any "red flag" wind advisories and temporary "burn bans" which may be in effect at that time. Any such allowed fire must be observed and controlled at all times, and all flame and coals must be completely extinguished by 11 pm. No trash, garbage, or hazardous substance fires shall be allowed at any time on any Lot. The use of chemical fire accelerants is highly discouraged. Damages incurred to any party from any fire will be the responsibility of the Owner(s) of the Lot on which such fire was initiated (except in cases of malicious mischief against said Owner), as well as the parties igniting, maintaining and controlling any such fire, or as adjudged by a court of competent jurisdiction. Any such damaging actions may incur both fines and penalties from regulatory authorities, as well as civil and criminal prosecution.
- b. b. Vehicles and Equipment. No repair work, dismantling, or assembling of motor vehicles of any kind, or of other machinery or equipment shall be done or permitted on any street, Lot (except inside a closed garage), or portion of the common properties. No vehicle without current registration, including boats and/or trailers, junk cars or disabled vehicles, and no heavy commercial vehicles or equipment shall be parked at any Lot or on any street adjoining or abutting the subject properties, excepting that equipment occasionally required for the construction, development and maintenance of the subject Properties. The storage of recreational vehicles, buses, boats and/or trailers is prohibited.
- c. c. Outdoor Lighting. Outdoor lighting shall be permitted for safety and beauty; such lighting must be directional, shielded, and of moderate intensity. Outdoor lighting must not contribute excessively to night sky pollution, or spill onto neighboring property, through "broadcast," omnidirectional, or high-beam intensity. No mercury or sodium vapor, or other such broad area illumination will be permitted. The use of energy conserving technology, solar-powered or low voltage landscape lighting, and "timed" outdoor fixtures is encouraged.
- d. d. Noise and Safety. The use or discharge of firearms, firecrackers, or other fireworks on the Property is prohibited. To preserve the tranquility and enjoyment of the property by all, offensive noise shall not be allowed. Regular and habitual outdoor music, loud parties or other noise generation will be considered a nuisance; occasional social gatherings will not be construed to be excessively offensive. Outdoor amplified music, loud bells, drums, chimes, saws, blowers or other noise infringements of the general peace shall be abated at the request of any Neighbor, and in any case may not continue past 10 pm. Dogs shall not be

permitted to bark to the disturbance of Neighbors, in the Neighbors' sole judgment, and in any case may not continue from 10 pm to 8 am.

2.8 Signs. No signs of any character shall be allowed on any Lot except one sign of not more than 5 square feet advertising the Lot for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the Property shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs larger than 5 square feet, offices, storage areas, and model units. Constitutionally protected speech is not limited under this restrictive covenant.

2.9 Oil and Gas Development and Mining Prohibited. No oil or gas well drilling, development operations, refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil and/or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

2.10 Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers, secured from animals, and screened from public view. No incinerators or other equipment for the storage and disposal of such materials shall be permitted.

2.11 Changing Technology, Resource Use and Conservation. Nothing in these restrictions is intended to deter the use of new or adaptive technologies for the conservation and/or generation of resources. Such potential technologies explicitly include, but are not limited to: rainwater catchment and/or household gray-water recycling for landscape use; solar heating, shading, or power generation; household trash recycling. New or alternative technologies are encouraged, to the extent that any such equipment, installations and procedures: can reasonably be integrated with the esthetics of the surrounding structures; do not detract excessively from the street view of any Property; do not contribute to the breeding of insects or vermin; comply with other covenants and restrictions upon the Property; and, comply with all then-effective jurisdictional regulations regarding public health, land use, and the technologies to be employed.

2.12 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, indoor caged birds, aquarium fish or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. The maximum number of dogs allowed to reside on any Lot is three (3); no kennels may be maintained on any Lot. County ordinances, or other then-effective jurisdictional regulations regarding animal behavior and control, to include restraint fencing and "leash laws" will be observed at all times. Please refrain from feeding wildlife, especially deer; imbalanced and "domesticated" wildlife populations damage property (structures and landscaping), and may create or carry health hazards to humans and pets. All trash receptacles and pet food shall be secured from wildlife, insects and vermin at all times.

2.13 Fences and Walls. Yard enclosure fencing is not required, and open views are encouraged. No opaque fencing may be constructed between the front line of a residence and the front street. Yard enclosure fencing shall not exceed six (6) feet in height, as measured to the top of said fence at any point. Any fences constructed shall be of new materials, of one of the following types: masonry columns, or dimensional lumber or metal posts, set with concrete –and– durable wood pickets or fence boards such as cedar; –or– dimensional lumber posts set with concrete –and– sectional rigid galvanized or powder-coated metal wire, with a square grid pattern; alternatively, decorative metal fencing installed by a professional fencing company. Any fencing shall be kept in good repair at all times.

2.14 Trucks, Buses, Boats and Trailers. No truck, bus or trailer of any type shall be parked in the street in front of any Lot except for construction and repair equipment while a

residence or residences are being built or repaired in the immediate vicinity, and no truck (other than non-commercial passenger trucks), bus, boat, trailer, inoperative or unregistered vehicle shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street. The storage of recreational vehicles, buses, boats and/or trailers is prohibited.

2.15 Prohibited Activities. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

2.16 Satellite, Radio or other Antenna Systems. Any reception or transmission system, dish or earth station shall be located or adequately screened so as not to be visible from the front street.

2.17 Driveways and Culverts. Each Lot must be accessible to an adjoining street by a suitable driveway before the residential structure located on any such Lot may be occupied or used. No Owner may block or divert any drainage ditch or swale (including road ditches).

2.18 Removal of Dirt. The digging of dirt, soil, rock, gravel or the removal thereof from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

2.19 Trees and Landscape. The native trees larger than six inches (6") in diameter, measured ten inches (10") from the base of the tree, on any Lot shall not be destroyed or removed from any Lot, except such trees as may be necessary for the construction and maintenance of roads, driveways, residences, or garages, or such trees as may be diseased, damaged, or otherwise at risk of falling. Owners are responsible for mitigating the spread of tree disease, through prudent examination and action regarding trees upon their Lots. Any oak showing evidence of untreatable oak wilt, and which has been so adjudged by a certified arborist, shall be removed in its entirety immediately. Any such wood and cuttings shall be disposed of by chipping, shredding, or in a manner then recommended by the City of Austin arborist, the Texas Oak Wilt Information Partnership (www.texasoakwilt.org), or any then-effective jurisdiction having regulatory control of such matters. No storage of oak wilt infected wood or cuttings for the use of firewood will be permitted on any Lot at any time. Dead wood trimming for fire risk mitigation is encouraged, as is the use of native, adapted or xeric trees and landscape plants.

2.20 Septic System. There being at present no central sewage utility, agency or facility serving the area, each completed residence, whether on one or more Lots, is to be provided with a certified, engineered On-Site Sewage Facility ("Septic System"). Such Septic Systems may be regulated by Travis County Transportation and Natural Resources On-Site Wastewater Program, or by other then-effective agency or jurisdiction, and must meet its design and construction guidelines. Any and all such Septic Systems must be properly operated and maintained at all times, by Owners and their agents or tenants.

2.21 Drainage. The Declarant and its successors and assigns, shall not be liable for any loss of use, or damage done to, any landscape elements, improvements, fences, walks, sidewalks, driveways, or structures of any type or the contents thereof on any Lot whatsoever caused by any water levels, rising waters or drainage waters, nor for any such casualty from the construction or maintenance of roads and drainage systems.

2.22 Development Activities. Declarant or the transferees of Declarant may undertake the work of developing all Lots included within the Property. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Property as an ongoing residential community. In order that such work may be completed and the Property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from doing, on any part or

parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

- (b) Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from constructing and/or placing and maintaining, on any part or parts of the Property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Property as a residential community, and the disposition of Lots by sale, lease or otherwise. Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of the last residence in the Property.
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of Declarant or Declarant's transferees from conducting, on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Property as a residential community, and of disposing of Lots by sale, lease or otherwise.

As used in this section, the words "its transferees" specifically exclude purchasers of Lots improved with completed residential structures.

ARTICLE III EASEMENTS

The Original Declarant reserved public utility easements, as shown on any recorded subdivision map or plat of the Property, and further described in the Original Declaration. Any improvement, shrubbery, tree, fence or other obstruction placed in any easement is subject to trimming, or removal by the Original Declarant, its successors and assigns, to include any public or private authority or utility company. Right of use for ingress and egress is reserved at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE IV PARKS AND LAKES

Owners of Lots are eligible for Membership in the Deer Creek Ranch Parks and Lakes Association, Inc., a Texas nonprofit corporation also known as the Deer Creek Ranch Property Owners Association, Inc. (the "Association"), which benefit includes permits for use of the recreational properties managed by the Association. At present, these properties include the "Parks and Lakes" (also known as the Upper and Lower Lakes) located at Lakeshore Drive, Lake Beach Drive, and Lake Park Drive, along with a community center or meeting house (also known as the old firehouse) on Panorama Drive.

The Original Declarant created an assessment of \$12.00 per year for the maintenance of the park, beach and recreation area, which amount was amended in individual deeds from time to time, and which is to be paid to the Original Declarant or his assigns for that purpose; the Original Declarant reserves the right to designate such assigns, nominees and

successors to receive such assessment. The Association is a voluntary membership organization, and is at present the entity collecting and managing the assessments for the Parks and Lakes. Additional voluntary dues may be requested for community purposes, but are not required except as specified by publicly recorded deed, or in the Original Declaration (affirmed in documents number 2006223476 and 2006223477, Real Property Records of Travis County, Texas). Membership information may be obtained from Deer Creek Ranch Parks and Lakes Association, Post Office Box 64, Dripping Springs, Texas 78620.

ARTICLE V GENERAL PROVISIONS

5.1 Enforcement. It is expressly understood that the Declarant, and its successors, legal representatives or assigns; AGX, Inc. d/b/a Valley View Homes, and its successors, legal representatives or assigns; Solana Trace, LLC and its successors, legal representatives or assigns; any Owner, Neighbor, or any owner of property adjoining or abutting any part of the Property; and/or, any party otherwise having an identifiable interest in the value, condition or use of the Property shall have the right to enforce all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Any party injured by the breach of said restrictive covenants and use limitations herein provided shall have their remedy; and, it is controllingly understood that in the event of breach of these provisions by any Owner, it will be conclusively presumed that the parties identified above have been injured thereby, and are entitled to such remedy. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, which remedy however shall not be exclusive. Reasonable attorney's fees shall be allowed to any party prevailing in any action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument. Delinquency, delay or failure to enforce any provision herein contained shall in no event be deemed a waiver of the violation, and shall not confer any implied right on any Owner to alter or violate any of the provisions herein, nor shall any such delay waive the right of enforcement thereafter. Any non-conformity discovered on one Lot shall in no way affect these limitations or restrictions insofar as they apply to any and all other Lots.

5.2 Severability. Invalidation of any one or more of the titles, covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other titles, covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

5.3 Interpretation. If this Declaration, or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

5.4 Declarant Amendment and Variance. Declarant hereby retains the right, in furtherance of the general plan of development of the Property as a residential neighborhood, to execute amendments to, including variances from and on, the provisions herein, provided Declarant, in the exercise of its best judgment and discretion, is of the opinion that any such amendment or variances would enhance the plan for the development of such Property.

5.5 Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, or the interested parties identified under the Enforcement clause, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10)

years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners of record in Valley Lake Hills Section 1, and thereafter by an instrument signed by not less than seventy-five percent (75%) of said Lot Owners. No amendment shall be effective until recorded in the Real Property Records of Travis County, Texas, nor until the approval of any governmental regulatory body, which may at that time be required, shall have been obtained.

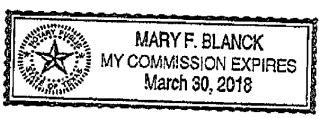
EXECUTED by the said Declarant, this 30 day of June, 2014.

AGX, Inc. Corporation
by, Dalena L. Armentrout, President

STATE OF TEXAS §
None §
COUNTY OF TRAVIS Hays §

This instrument was acknowledged before me on June 30, 2014 by Dalena ARMENTROUT, as the President of AGX, Inc., a Texas corporation, on behalf of said corporation.

Mary F. Blanck
Notary Public, State of Texas
My commission expires:
3-30-18



AFTER RECORDING RETURN TO:
AGX, Inc.
6700 Midwood Pkwy
Austin TX 78736-2404





Reference for Indexing:

Grantor: Deer Creek Ranch, Inc.

Grantee: Chris & Shannon Issendorf

Property: Lot 35, Block FF, Valley Lake Hills, Section 1, Travis County, Texas

CONSENT TO VARIANCE

STATE OF TEXAS §

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS §

This Consent to Variance is made on October 2, 2020, by DEER CREEK RANCH, INC., hereinafter referred to as the "**Declarant.**"

WHEREAS, the Declarant is that same entity referred to as "**Owner**" in that document dated May 1, 1973, and filed of record at Volume 4648, Page 824 of the Deed Records of Travis County, Texas, being Restrictive Covenants (the "**Restrictive Covenants**") for VALLEY LAKE HILLS, SECTION 1 SUBDIVISION (the "**Subdivision**"), a subdivision in Travis County, Texas, according to the map or plat thereof filed of record at Volume 48, Page 45, Plat Records of Travis County, Texas;

WHEREAS, the Restrictive Covenants prohibit the construction of improvements within 30 feet from the front property line;

WHEREAS, the owners of Lot 35 (the "**Lot**"), Block FF of the Subdivision has constructed improvements on the Lot, a portion of which improvements are located less than thirty (30) feet from the front Lot line, as shown on the survey attached hereto as Exhibit A (the "**Survey**");

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, to the extent that Declarant has the right and authority to do so, Declarant:

- a. Consents to improvements being placed on the Lot as shown on the Survey; and
- b. Waives the Restrictive Covenants as to the distance improvements may be erected or constructed from the front Lot line, with improvements to not be placed closer than as shown on the Survey.

Nothing herein shall be taken to affect the set-back requirements along the rear and sides of the Lot.

Dated October 2, 2020.

DEER CREEK RANCH, INC.

By: [Signature]
Sam J. Hammett, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on October 2, 2020,
by Sam J. Hammett, President of Deer Creek Ranch, Inc., a Texas corporation and on behalf of
said corporation.

[Signature]
Notary Public, State of *T E X A S*

AFTER RECORDING RETURN TO:
Chris & Shannon Issendorf
10112 Thomas Lane
Dripping Springs, TX 78620

