

PLAT MAP RECORDING SHEET

Doc# 9650262  
# Pages: 4  
Date : 09-20-1996  
Time : 12:05:54 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
ELAINE BIZZELL  
COUNTY CLERK  
Rec. \$ 131.00

INSTRUMENT #--

DEDICATOR-- Berry ~~Creek~~ <sup>Creek</sup> Section 8, LTD.

SUBDIVISION NAME-- Woods at Berry Creek, Phase One  
A vacation and resubdivision of 19.006 ac. portion of Berry Creek, Sections  
7 & 8

MAP RECORDED IN CABINET     N    , SLIDE 252, 253, 254 & 255

PROPERTY FORMERLY KNOWN AS: 19.006 ac. portion of Berry Creek, Sections 7 &  
8

HAND TO: City of Georgetown (Charles Simon 930-3575)

INSTRUMENT DATE: September 9, 1996

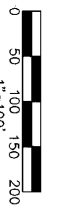
FILE DATE: September 20, 1996

OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

- 1) TOTAL ACREAGE: 19.006 AC.
- 2) NUMBER OF LOTS: 49
- 3) NUMBER OF BLOCKS: 8
- 4) WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN. ELECTRIC SERVICE WILL BE PROVIDED BY FEDERALS ELECTRIC COOP. TELEPHONE SERVICE WILL BE PROVIDED BY G.E. CABLE TELEVISION SERVICE WILL BE PROVIDED BY WILLIAMSON COUNTY CABLEVISION.
- 5) PROPOSED USE: SINGLE FAMILY RESIDENTIAL
- 6) DENSITY: 0.38 LOTS PER ACRE
- 7) SIZE OF SMALLEST LOT: 9,489 SQ. FT. (0.217 AC.)
- 8) THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS NATURAL RESOURCE CONSERVATION COMMISSION HAS APPROVED THE POLLUTION ABATEMENT PLAN IN WRITING.
- 9) THIS SUBDIVISION IS LOCATED IN THE ETJ OF THE CITY OF GEORGETOWN, TEXAS.
- 10) MAXIMUM IMPERVIOUS COVER PER LOT IS 59% FOR LOTS WITH HOMES WITH SWIMMING OR POOL ENTRY GARAGES. OTHERWISE 11.13 40%.
- 11) THE PROVISIONS OF THE CENTURY PLAN - DEVELOPMENT PLAN SHALL ALSO GOVERN THIS PROJECT. THIS PROJECT HAS BEEN ASSIGNED AN INTENSITY LEVEL TWO.
- 12) A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) SHALL BE ADJACENT TO THE STREET R.O.W.'S, ACROSS ALL LOTS BOUNDED BY SUCH R.O.W.'S.
- 13) THE LINEAR FOOTAGE OF STREET R.O.W.'S DEDICATED HEREON IS AS FOLLOWS:  
BRENTWOOD DRIVE = 2020'  
LAS COLINAS DRIVE = 410'  
MEADOW GREEN DRIVE = 288'  
FAIRMWOOD DRIVE = 130'  
EDGEWOOD DRIVE = 307'
- 14) BUILDING LINES (SETBACKS) FOR THE LOTS SHOWN HEREON ARE AS FOLLOWS:  
STREET SIDE: 25'  
SIDE LOT LINES: 7.5'

GENERAL NOTES CONTINUED SHEET 2.



NOTE: THE BEARING SHOWN HEREON ARE THE BEARING OF THE EXISTING BERRY CREEK SECTION SEVEN SUBDIVISION PLAY AND AN ADJACENT SUBDIVISION RE-SURVEY.



BANDY MORRINE  
VOL. 2312, P.G. 3837

BOBBY STANTON  
REMAINDER TRACT  
VOL. 849, P.G. 264

THE SUBDIVISION, KNOWN AS "WOODS AT BERRY CREEK PHASE ONE" HAS BEEN APPROVED FOR FILING FOR RECORD ACCORDING TO THE MINUTES OF THE MEETING OF THE GEORGETOWN CITY COUNCIL ON THE 18th DAY OF September 1994. A 90 DAY EXTENSION OF THE 18th DAY OF September 1994 IS GRANTED UNTIL November 14, 1994.

LEO WOOD, MAYOR  
CITY OF GEORGETOWN, TEXAS

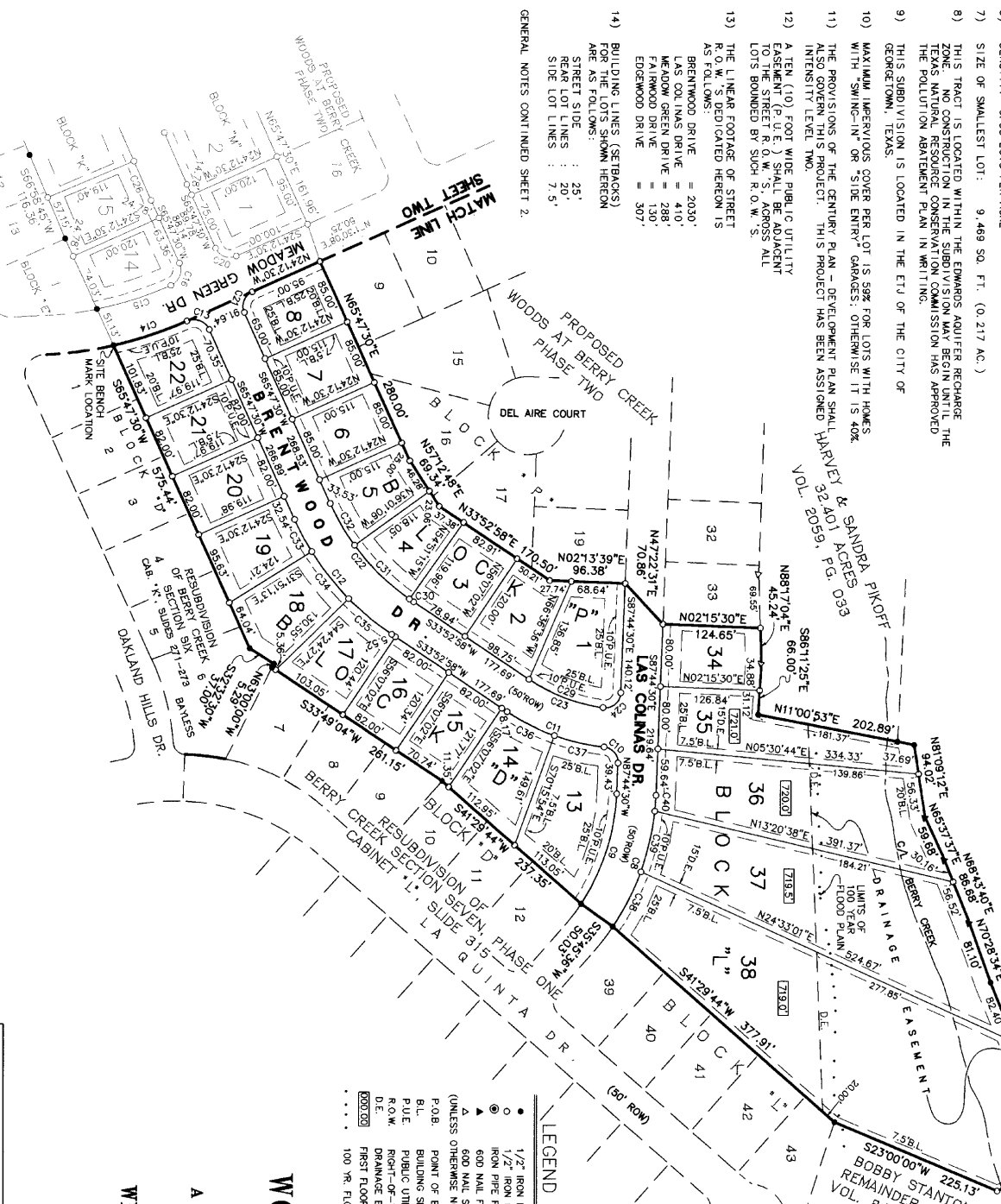
SANDRA LEE, CITY SECRETARY  
CITY OF GEORGETOWN, TEXAS

BOB HART, CITY MANAGER  
CITY OF GEORGETOWN, TEXAS

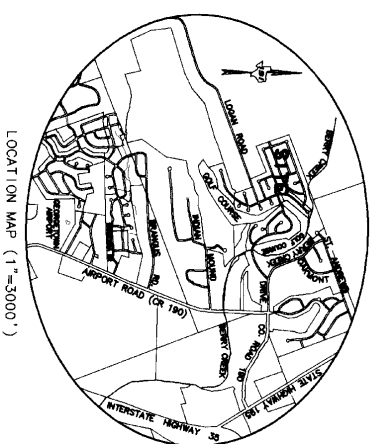
JOHN EDWARDS, CITY PLANNING AND ZONING COMMISSIONER  
CITY OF GEORGETOWN, TEXAS

EDWARD J. BARRY, SECRETARY

Cabinet 10 Slide 252 Doc # 9650262



- LEGEND
- 1/2" IRON ROD FOUND
  - 1/2" IRON ROD SET
  - 60D NAIL FOUND
  - 60D NAIL SET
  - ▲ (UNLESS OTHERWISE NOTED HEREON)
  - P.O.B. POINT OF BEGINNING
  - B.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - R.O.W. RIGHT-OF-WAY
  - D.E. DRAINAGE EASEMENT
  - FIRST FLOOR ELEVATION
  - 100 YR. FLOOD PLAN



**WOODS AT BERRY CREEK PHASE ONE**

A VACATION AND RESUBDIVISION OF A 19.006 ACRE PORTION OF BERRY CREEK SECTIONS SEVEN AND EIGHT SITUATED IN THE WILLIAM ROBERTS SURVEY A-524 WILLIAMSON COUNTY, TEXAS

OWNER: BERRY CREEK SECTION 8, LTD.  
30444 BERRY CREEK DRIVE  
GEORGETOWN, TX. 78628

**CWC**  
C.W.C. CHARLES WIRTANEN, P.E., INC.  
30444 BERRY CREEK DRIVE  
GEORGETOWN, TEXAS 78628  
(512) 850-9905 FAX 850-8317

INTERSTATE SURVEYING, INC.  
Professional Surveying & Mapping Services  
5630 Hwy. 60 East, #202 (912) 528-8178  
Georgetown, Texas 77940  
Austin, Texas 78748

Scale: 1"=100'  
Date: 05/07/96  
Drawn by: L.R.S.  
Checked by: S.O.B./L.D.M.  
Approved by: P.A.S.  
Project No.: 006-00-18

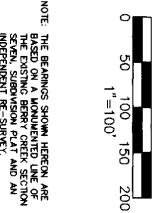
Revision Date: 09/05/96

SHEET 1 OF 4

CURVE TABLES

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	90°00'00"	20.00	31.42	28.28	N67°21'40"W
C2	90°00'00"	20.00	31.42	28.28	N27°38'20"E
C3	90°00'00"	20.00	31.42	28.28	N62°14'00"W
C4	04°28'20"	275.00	21.46	21.46	S70°24'10"W
C5	85°31'40"	20.00	29.85	27.16	S62°24'10"W
C6	94°28'20"	20.00	32.98	29.37	N63°55'50"W
C7	02°22'30"	325.00	109.32	109.31	S66°58'45"W
C8	31°37'03"	325.00	190.11	148.28	S71°55'59"E
C9	51°16'29"	275.00	190.11	148.28	N72°06'16"W
C10	86°08'45"	20.00	30.06	27.31	S49°12'08"W
C11	127°44'13"	275.00	193.13	151.83	S20°05'11"W
C12	102°22'30"	325.00	194.92	152.41	S45°24'14"W
C13	102°22'30"	325.00	194.92	152.41	S25°29'40"W
C14	127°44'13"	275.00	193.13	151.83	N72°06'16"W
C15	127°44'13"	275.00	193.13	151.83	N69°17'30"W
C16	90°00'00"	20.00	31.42	28.28	S66°58'45"W
C17	02°22'30"	325.00	109.32	109.31	S70°24'10"W
C18	04°28'20"	275.00	21.46	21.46	S27°38'20"E
C19	80°00'00"	20.00	31.42	28.28	S27°38'20"E
C20	90°00'00"	20.00	31.42	28.28	S27°38'20"E

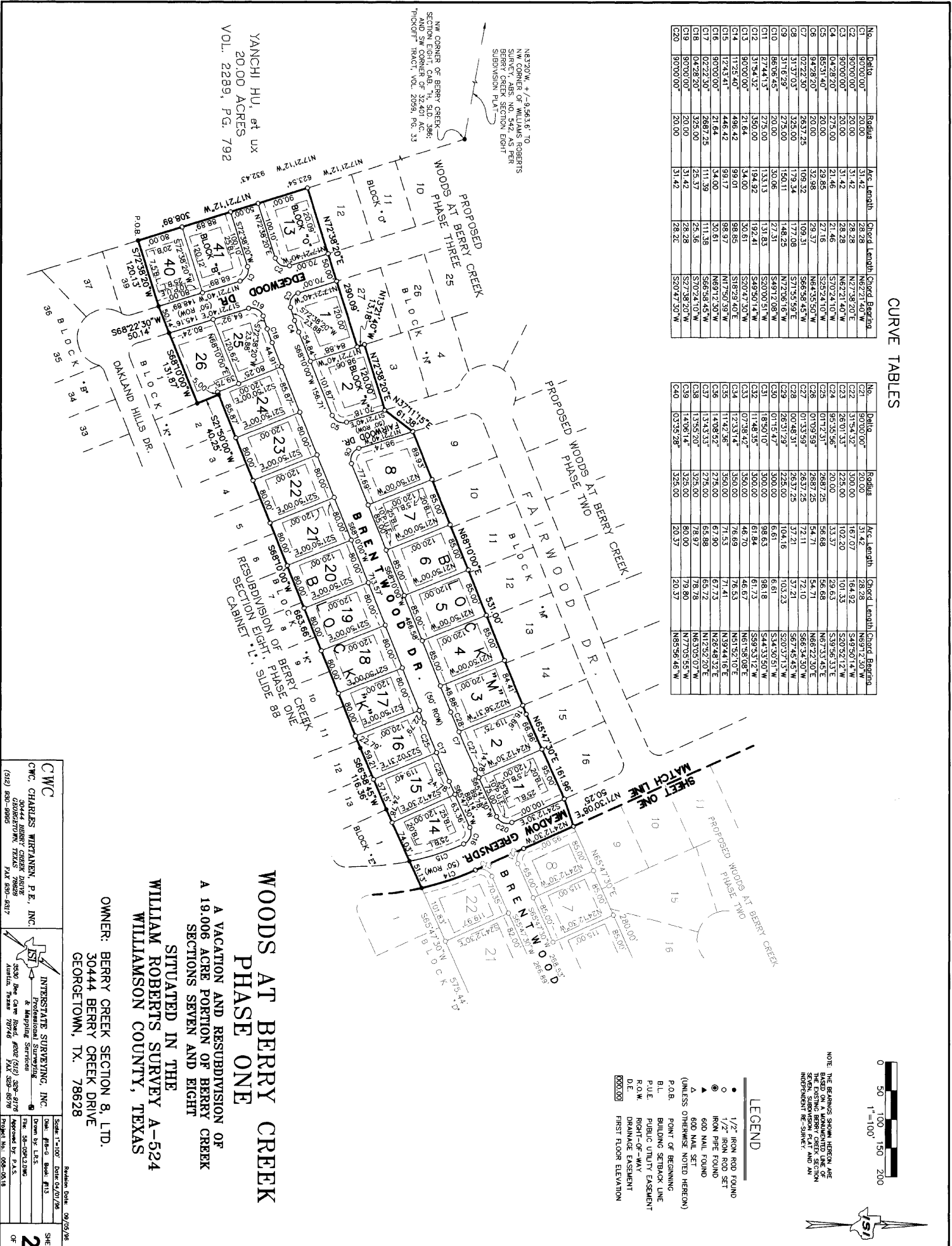
No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C21	90°00'00"	20.00	31.42	28.28	N89°12'30"W
C22	31°54'32"	300.00	167.07	164.92	S44°50'14"W
C23	26°01'33"	225.00	102.20	101.33	S20°52'12"W
C24	95°35'56"	20.00	33.37	29.63	S39°56'33"E
C25	01°12'31"	2687.25	56.68	56.68	N63°33'45"E
C26	07°09'59"	2687.25	54.71	54.71	N68°22'50"E
C27	01°33'59"	2637.25	172.11	172.11	S65°34'50"W
C28	00°48'31"	2637.25	172.11	172.11	S67°46'45"W
C29	26°31'29"	225.00	104.16	103.23	S20°37'13"W
C30	07°15'47"	300.00	161.1	161.1	S34°30'51"W
C31	16°58'10"	300.00	161.1	161.1	S44°33'50"W
C32	07°48'25"	300.00	161.1	161.1	S59°33'12"W
C33	02°33'42"	350.00	146.6	146.6	N61°35'06"E
C34	102°22'30"	325.00	194.92	152.41	N32°41'06"E
C35	11°42'36"	350.00	17.53	17.53	N28°48'32"E
C36	4°08'52"	275.00	67.80	65.72	N28°48'32"E
C37	3°43'33"	275.00	65.88	64.88	N27°52'20"E
C38	3°55'20"	325.00	178.97	178.78	N67°05'07"W
C39	4°06'14"	325.00	180.00	179.80	N72°05'55"W
C40	03°35'28"	325.00	20.37	20.37	N85°56'46"W



LEGEND

- 1/2" IRON ROD FOUND
- IRON PIPE FOUND
- 600 NAIL FOUND
- ▲ 500 NAIL FOUND
- (UNLESS OTHERWISE NOTED HEREON)
- P.O.B. POINT OF BEGINNING
- B.L. BUILDING SETBACK LINE
- P.U. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- D.E. DRAINAGE EASEMENT
- [ELEVATION] FIRST FLOOR ELEVATION

NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON A UNADJUSTED LINE OF SURVEY. THE BEARINGS SHOWN HEREON ARE BASED ON A UNADJUSTED LINE OF SURVEY. SUBMISSION PLAT AND AN INDEPENDENT RE-SURVEY.



YANCHI HU, et ux  
20.00 ACRES  
VOL. 2289, PG. 792

N83°20'W + 7.95x3.6' 10  
NW CORNER OF WILLIAMS ROBERTS  
SECTION SEVEN, BERRY CREEK  
SUBDIVISION PLAT.

**WOODS AT BERRY CREEK  
PHASE ONE**

A VACATION AND RESUBDIVISION OF  
A 19.006 ACRE PORTION OF BERRY CREEK  
SECTIONS SEVEN AND EIGHT  
SITUATED IN THE  
WILLIAM ROBERTS SURVEY A-524  
WILLIAMSON COUNTY, TEXAS

OWNER: BERRY CREEK SECTION 8, LTD.  
30444 BERRY CREEK DRIVE  
GEORGETOWN, TX. 78628

**CWC**  
C.W.C. CHARLES WISTANIEN, P.E., INC.  
30444 BERRY CREEK DRIVE  
GEORGETOWN, TEXAS 78628  
(512) 930-8985

INTERSTATE SUBDIVISION, INC.  
5930 Bee Camp Road, #202 (512) 339-9176  
Austin, Texas 78746  
TXL 339-8876

Scale: 1"=100' Date: 04/07/06  
Drawn by: L.B.S.  
Checked by: L.B.S.  
Approved by: L.A.S.  
Project No.: 026-0218

RELATION DATE: 09/05/06

SHEET 2 OF 4





**WOODS AT BERRY CREEK, PHASE ONE****STATE OF TEXAS****DECLARATION OF COVENANTS,  
CONDITIONS, & RESTRICTIONS****WILLIAMSON COUNTY**

**BERRY CREEK SECTION 8, LTD.**, a Texas Limited Partnership ("Declarant"), is the sole owner of all lots in *WOODS AT BERRY CREEK, PHASE ONE* the plat of the Resubdivision being filed in Cabinet N, Slides 252-255, of the Plat Records of Williamson County Texas, (which is a resubdivision of the Plat of Section Seven recorded in Cabinet H, Slides 384, Plat Records, Williamson County, TX). The lots and the subdivision are referred to herein as the "Property". Declarant intends to convey, and will convey, the Property subject to these protective covenants, conditions, restrictions, easements, and charges. Future buyers and owners of lots in the subdivision are referred to below collectively as "Owners" and singularly as "Owner", and include their legal representatives, heirs, successors, and assigns.

THEREFORE, it is declared that (i) all of the Property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, charges, and restrictions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon any and all persons having any right, title, or interest in or to the Property, or any part thereof, and (ii) all of the restrictions and easements contained on the previous Plat recorded in Cabinet H, Slides 384, are hereby revoked and are replaced and superseded by these Restrictions and those on the Plat of the Resubdivision referenced above.

**I. PURPOSE**

The Property is hereby encumbered by the covenants, conditions, restrictions, easements, and charges set forth below, in order to:

- (a) Insure the best and highest use and the most appropriate development and improvement of each lot within the Property for residential purposes;
- (b) Protect the Owners of lots against the improper use of surrounding lots;
- (c) Preserve, so far as practicable, the natural beauty of the Property;
- (d) Guard against the erection of unsightly structures of improper or unsuitable materials;
- (e) Encourage and secure the proper continued maintenance of the land and improvements on each lot;
- (f) Secure and maintain the proper use of easements within the Property;
- (g) Preserve, as far as practicable, lines of sight from the lots; and
- (h) In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by Owners in purchasing lots and constructing homes.

## II. ARCHITECTURAL CONTROL

**A. ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee (the "Committee") shall be designated and compose of three (3) members, chosen by Declarant. The following person are hereby designated as the initial members of the Committee: **Bob Wunsch, Tim Durham, and Bill Formby.** The Committee shall serve at the pleasure of the Declarant, its successors and assigns, and a member of the Committee may resign or be removed for any reason or for no reason at all.

At any time, without regard to whether Declarant owns any lots in *WOODS AT BERRY CREEK, PHASE ONE*, Declarant may transfer to the Owners the authority and responsibility for designation and removal of members of the Committee. Declarant shall give notice of such election to transfer by filing a *Notice of Transfer* in the office of the County Clerk of Williamson County, Texas, copies of which shall be forwarded to the Owners.

**B. SUBMISSION & APPROVAL OF PLANS.** Every Owner of lot who intends to build improvements on subject shall deliver a complete set of construction plans and specifications, (the "Plans") to the Committee at 30444 Berry Creek Drive, Georgetown, TX 78628, or such other address as may be designated by the Committee, not less than fourteen (14) day prior to the date construction on a lot is to be commenced. No structure or improvement (including, but not limited to, buildings, fences, walls, landscaping, pools, driveways, or site clearing) shall commence or be placed or altered on any lot until the Plans have been approved in writing by a majority of the members of the Committee. The Plans shall include all architectural and engineering plans, plus: information on exterior materials, colors, and elevation (including roof type and color); a drainage plan; site plan showing the location of every proposed structure or improvement; a landscaping plan; a driveway construction plan; and any other information or documents which may be required by the Committee. Each site plan shall be accompanied by a written certification by a registered professional engineer to the effect that the site plan conforms to requirements of this Declaration and of the recorded subdivision plat. In regard to construction which does not involve the construction or substantial remodeling or rebuilding of a residence, the Committee may, in its sole discretion, accept submission of fewer than all of the foregoing materials. The Committee may postpone its review of the Plans pending receipt of any information or materials which the Committee, in its sole discretion, may require. Copies of the Plans may be retained by the Committee until the subdivision is built out in its entirety. The Committee may refuse to approve the Plans on any grounds which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing the Plans, the Committee shall be guided by, but not be limited by, the purposes set forth in Article I of this Declaration.

It is specifically understood and provided that approval by the Committee of any Plans, or components thereof, shall not constitute a certification or assurance of compliance with this Declaration, the subdivision Plat, or applicable law. The full burden of responsibility for compliance with all such requirements shall at all times be and remain upon the Owner.

**C. ADOPTION OF RULES & REGULATIONS.** The Committee shall have the authority to adopt, and to amend from time to time, such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder.

**D. ACTION OF THE COMMITTEE.** The vote of the majority of all of the members of the Committee shall constitute an act of the Committee. The Committee may, by resolution, unanimously adopted in writing, designate one or two of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the Committee, except the granting of variances.

**E. FAILURE TO ACT.** In the event that Plans are submitted to the Committee as provided above, and the Committee shall fail either to approve or reject the Plans within fourteen (14) days following the submission of all Plans required by the Committee, no approval by the Committee shall be required, and approval of the Plans shall be presumed; provided, however, that such 14-day period shall not begin to run until all information required by the Committee to assist the Committee in its review has been received. Any failure of the Committee to act upon a request for a variance, however, shall not be deemed a consent to the variance, and the Committee's written approval of all requests for variances shall be required.

**F. VARIANCES.** The Committee may grant a variance from compliance with any of the provisions of this Declaration or any supplemental declaration, when, in the opinion of the Committee, in its sole and absolute discretion, the variance will not be adverse to the overall development plan for the Property, and the variance is justified due to visual or aesthetic consideration or unusual circumstances. All variances must be evidenced in writing and must be signed by at least one of the members of the Committee. The granting of a variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any supplemental

declaration for any purpose except as to the particular property and in the particular instance covered by the variance. A variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration.

**G. DURATION OF APPROVAL.** The approval or consent of the Committee of any Plans, whether by action or inaction, and any variances granted by the Committee, shall be valid for a period of three (3) months only, unless construction in accordance with the Plans or variance is not commenced on a lot within that 3-month period, the Owner shall be required to resubmit the Plans or the request for a variance to the Committee. The Committee shall then have the authority to reevaluate the Plans or request in accordance with this Article and may, in addition, consider any changes in circumstances which may have occurred since the time of the original approval.

**H. NO WAIVER FOR FUTURE APPROVALS.** The approval of the Committee to any Plans or variance request shall not be deemed a waiver of any right to withhold approval or consent as to any other Plans or variance request, or other matter whatever, nor shall the approval or consent be deemed a precedent for future approvals by the Committee.

**I. NON-LIABILITY OF COMMITTEE MEMBERS.** Neither the Committee nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage, or injury arising out of the performance or non-performance of the Committee's rights and duties under this Declaration.

### III. USE RESTRICTIONS

**A. LAND USE & CLEARING.** All lots shall be used for single family residential purposes only, and no building or improvement shall be erected, altered, placed, used, or permitted to remain on any lot except as authorized under this Declaration. Any removal of trees or shrubbery, or other natural plants, must be approved by the Committee prior to any such action. Only one (1) residence shall be erected on a lot. No house may be used as a model home, without prior written consent of the Committee.

**B. MINIMUM FLOOR AREA, AND EXTERIOR MATTERS.**

1. **Square Footage.** Any dwelling of a single-story design shall contain a minimum of 1,700 square feet of air-conditioned floor area, exclusive of all porches, garages, decks, patios, breezeways, terraces, and balconies. Any dwelling of a two-story design constructed on any lot shall contain a minimum of 2,500 square feet of air-conditioned floor area, exclusive of all porches, garages, decks, patios, breezeways, terraces, and balconies.
2. **Stories.** No dwelling shall exceed two (2) stories in height.
3. **Exterior Materials.** All homes must have seventy five percent (75%) of the exterior of each dwelling shall be of masonry construction. (In computing this percentage, all gables and window and door openings shall be excluded from the total area of exterior walls.)
4. **Roof.** Roofs may be constructed of either (a) composition shingles with a weigh of 240 pounds (or greater) per 100 square feet (100 sq. Ft.) or (b) concrete or clay tile; or (c) wood shake or shingle; or (d) approved metal. If wood shingle is used, only "#1 Perfection" wood shingle shall be used, unless otherwise approved in writing by the Committee. If metal is used, the metal surface must have a dull finish upon installation, and must meet Committee approval as to all aspects of it, including color, type, and finish.

**C. FOUNDATIONS.** Not more than three feet (3ft.) of vertical surface of concrete slab of any dwelling shall be exposed to view from any public street or adjacent lot.

**D. BUILDING SETBACKS.** No building or other structure or improvement (excluding fences, which are discussed below, and landscaping) shall be located on any lot nearer to the property lines than is set forth below.

1. **Front Setback.** (The Street is the "front" of a lot.). All lots must have a minimum of twenty-five feet (25 ft) set back from the front of the lot; there is no maximum Front Setback.
2. **Rear Setback.**  
All lots must have a minimum of twenty feet (20 ft) setback from the rear of the lot; there is no maximum Rear Setback.

3. **Side Setback.** All lots must have a minimum of ten feet (10 ft.) setback on one side of the lot and five feet (5ft.) on the other, as shown on the Plat; there is no maximum Side Setback. However, if the City of Georgetown grants a variance, or changes their subdivision regulations, in this regard, then the Side Setbacks shall be 7.5 feet on each side. If such variance is obtained, notice thereof shall be filed in the Official Records of Williamson County, Texas.
4. The setbacks described above shall have control over any setbacks drawn on the plat of the Property. Variations from these requirements may be granted by the Committee on a case-by-case basis. In reviewing a requested variance, the Committee shall consider such factors as the location of buildings on adjoining lots, lot size and shape, drainage, topography, and any other factors which the Committee deems relevant.

**E. GARAGES & DRIVEWAYS**

1. **Garages.** All garages shall comply with all restrictions, covenants, conditions, and limitations on use provided for other improvements in the subdivision. All garages shall be suitable for not less than two (2) automobiles, nor more than three (3) automobiles. All garages shall consist of enclosed structures and no carports shall be permitted on any lot. No garage may be enclosed as living area without first obtaining written approval from the Committee.
2. **Driveways.** All driveways shall be constructed of concrete, washed pebble or paving stones; no asphalt driveways are allowed. The location of the driveway must be approved by the Committee.

**F. MAILBOXES.** If postal delivery to each residence is ever approved by the U.S. Postal Service, all mailboxes and their stands must be of a design and construction that is approved by the Committee.

**G. UNFINISHED STRUCTURES.** No house or other structure shall remain unfinished for more than 180 days after the foundation has been commenced. No building materials of any kind shall be placed or stored on a lot until the Owner is ready to commence construction.

**H. PROHIBITED STRUCTURES.** No tent, shack, shed, carport, barn, or other building, or structure of a temporary character, shall be erected or used on any lot at any time, either temporarily or permanently. No structure erected elsewhere (including, but not limited to, existing houses and prefabricated structures) shall be moved onto any lot. No house trailer or mobile home shall be placed on any lot.

**I. VEHICLES, TRAILERS, & BOATS.** No bus, semi-trailer, tractor, machinery, equipment, truck larger than 3/4-ton pickup, boat, trailer, or recreational vehicle of any type shall be kept, parked, placed, maintained, constructed, or repaired on or in the street, or in the driveway in front of the house on any lot, except for construction and repair vehicles during the period of construction on a lot. No motor vehicle of any type shall be constructed or repaired on the street or on any lot in a location that is visible from any street or neighboring property.

Motor homes, recreational house trailers, horse trailers, campers, boats, boat trailers, trailer of any type, and recreational vehicles of all types which are kept on a lot, shall be kept within a garage and not be visible from neighboring property or from streets or access roads, and shall never be used as a temporary or permanent dwelling. Such vehicles may not be kept, placed, or maintained on any undeveloped lot at any time. No motorized vehicles of any kind shall be operated in any manner which is dangerous, noisy, or creates a nuisance.

**J. PLUMBING, BUTANE & FUEL TANKS, AND WATER SOFTENERS.** All residences shall be equipped with approved sanitary plumbing fixtures. Plumbing installation shall meet the requirements of the *National Plumbing Code*, the *City of Georgetown Building Code* (if any), and the rules and regulations prescribed by *BERRY CREEK UTILITY COMPANY*. No butane or fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any lot unless it is underground (except for small tanks used as part of backyard grills). All water purifiers and softeners must be located within the garage or the dwelling, and must not be visible from neighboring lots.

**K. DUMPING, RUBBISH, GARBAGE, & STORAGE.** No rubbish, trash, junk, ashes, scrap, building materials, inoperative vehicles, or other unsightly storage of personal property is allowed on any portion of any lot. Trash, garbage, and other waste shall be stored in "animal-proof" sanitary containers. All trash cans and other equipment for storage of trash materials shall be kept clean and shall not be visible from the street or golf course except on appropriate trash pickup days. Small (less than 10'x10') compost heaps for personal gardening are allowed so long as they are not heaps for visible from the street or neighboring lot and there is no odor.

**L. ANTENNAE, SATELLITE DISHES.** No external antennae, satellite receiving dishes, or other structures designed or used for receiving any type of radio, television, or other communications signal shall be located on any lots or houses.

**M. CLOTHESLINES.** No clotheslines shall be constructed, placed, erected, or used on any lot in such a way as to be visible from outside that lot.

**N. POLES, LIGHTS, FLAGPOLES.** No poles, exterior overhead lights, flagpoles, or other similar structures, shall be constructed or maintained upon any lot without prior consent of the Committee. This shall not be construed to prohibit attractive landscaping lighting or security lighting that does not intrude on neighboring lots.

**O. WINDOW AIR-CONDITIONERS.** No window, roof, or wall-type air-conditioner that is visible from any public street shall be used, placed, or maintained on or in any dwelling.

**P. SOLAR.** All solar panels or other solar collection devices must be constructed or added as an integral part of the architectural design of a dwelling, and their design and installation require the approval of the Committee.

**Q. FENCES.** All fences are subject to the prior written approval of the Committee, the same as for all other improvement pursuant to SII.B above.

**R. WINDOWS.** No reflective material may be used on or in windows which face to the front or the side of any lot, or to the rear on a golf-course-frontage lot.

**S. LANDSCAPING.** All homes must have the entire frontyard, backyard, and sideyards landscaped. All landscape plans and specifications (including plant type, size, and location) must be approved by the Committee. Each homeowner must plant two (2) native shade trees in the front portion (i.e., in front of the house) of each lot within thirty (30) days of the substantial completion of the residence. Each tree must be at least two inches (2-in.) in diameter and planted at the proper depth. All landscaping must be completed no later than 120 days after the house is completed. Trees, other than the two mentioned above, must be at least two-inch (2") caliper; shrubs (other than ground cover) must be at least three-gallon (3 gal.) size. The entire front yard must be on an automatic, underground sprinkler system. The entire front yard must be completely sodded with grass (except for flower or shrubby beds); grass may be either bermuda, buffalo, Zoysia, or St. Augustine.

**T. SIGNS.** No signs of any character shall be allowed on any lot except one professionally done for lot identification purposes; provided, however, that the Declarant shall have the right, during the periods of development, construction, and sales, to construct and maintain signs as may be reasonably convenient for such construction and sale. In addition, when a lot or home is for sale, one "For Sale" sign may be placed on the lot, but it may not be larger than three feet square (3ft. x 3ft.).

1. **Address Signs.** A recessed address sign of either concrete or metal must be set into the front wall of all houses (no address signs may be placed in the front yard). The sign must have four-inch (4") numerals, but no more than six inches (6 in.) in overall height, and have an appropriate overall width so as to accommodate all numerals. The sign must be situated so as to be visible from the street.

**U. ANIMALS & LIVESTOCK.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other ordinary household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes, and provided that they are maintained as essentially indoor pets. No more than two (2) dogs, cats, or other household pets (in the aggregate) shall be kept on a lot at any time, and pets must not be allowed to become a nuisance to the neighborhood.

No animal shall be allowed to run at large within the Property. All animals, when allowed outdoors, shall be kept within an enclosed area, which must be clean, odor-free, sanitary, and reasonably free of waste at all times.

**V. FIREARMS & FIREWORKS.** No firearms, fireworks, or other explosives shall be kept or maintained on any lot, other than firearms for the protection of an Owner's family and property, and firearms for sporting or recreational purposes. No explosives, or fireworks of any type, shall be discharged within the Property. No hunting, including hunting with bow and arrow, pellet gun, or sling shot, shall be permitted within the Property, and no firearms of any type shall be discharged within the Property unless necessary in order to protect an Owner's person, family, or property.

**W. PROHIBITED ACTIVITIES.** No business, professional, commercial, or trade venture or activity shall be conducted on any lot; provided, however, that storage areas, model homes, and sales offices may be constructed and maintained by Declarant, its successors and assigns. An office incidental to an Owner's business may be maintained within an Owner's residence so long as activities conducted in connection with the home office do not attract traffic, otherwise become an annoyance or nuisance to the subdivision, and the office is not advertised in any way.

**X. ANNOYANCE OR NUISANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which is an annoyance or nuisance to the neighborhood (this includes noise pollution such as barking dogs and loud music). All exterior lighting shall require approval by the Committee as a design feature.

**Y. DRILLING & MINING OPERATIONS.** No drilling of any type, and no oil development or refining, quarrying or mining operation of any kind, shall be permitted upon or in any lot, nor shall oil wells, oil tanks, tunnels, mining excavations, or shafts be permitted upon the Property. No derrick, windmill, or other structure designed for use in pumping water or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any lot.

**Z. RESUBDIVISION.** None of the lots shall be resubdivided. Only one single family dwelling shall be erected on a lot.

**AA. BURNING.** There shall be no burning on any lot, or any portion of the property by any person, including builders, residents, contractors, or other Owners.

#### **IV. EASEMENTS & DRAINAGE AREA**

**A. DRAINAGE AREA.** Declarant shall maintain all drainage areas in an attractive appearance. Drainage areas, if any, shall be under the sole control of Declarant. Declarant shall have the sole right, at its absolute discretion, to landscape all areas within drainage areas, including, at Declarant's option, the installation of street lighting, plants and ground cover.

- 1. Maintenance of Drainage Areas & Street Lighting.** Declarant shall maintain the drainage areas, if any, and street lighting, until and unless Declarant transfers responsibility for the maintenance to *BERRY CREEK COUNTRY CLUB, INC.*, or the Architectural Control Committee, or to some other person or entity (such as the Owners).
- 2. Expenses Involved in Street Lighting & Maintaining Drainage Areas.** All expenses incurred in the improvement, installation of, and maintenance of street lighting, and maintenance of the drainage areas, shall, at the option of Declarant, be paid first by Declarant, who shall be reimbursed by each lot owner paying the sum of \$80.00 per year as a separate "maintenance fee". In the event Declarant transfers the rights and duties regarding this easement to *BERRY CREEK COUNTRY CLUB, INC.*, then the expenses shall be paid first by the Country Club, and then billed to all lot owners, as a separate line item on their Country Club bill.
- 3. Increases.** This fee may increased annually, at Declarant's option, by the same percentage increase (if any) in the U.S. Consumer Price Index or similar index selected by Declarant.
- 4. Assessment Lien.** In either event, whether the Declarant or the Country Club maintains the easement area, the maintenance fee shall be an assessment running with the land, enforceable as a lien against the lot, as provided in Article VI below.

**B. UTILITIES EASEMENT.** An easement fifteen feet (15ft.) in width adjacent to the front property line adjoining each street is expressly reserved on all lots for use by public utility companies for the purpose of constructing and maintaining utility conduits, telephone lines, street lighting, electric light poles, towers, and other equipment to supply utility services. Private utility companies (such as cable TV providers) may not use the public utility easements without the prior written consent of the Committee, which may grant or withhold its consent for any reason, or for no reason.

**C. MISCELLANEOUS DRAINAGE.** No building shall be constructed on a lot until provisions have been made for drainage of significant amounts of surface water to offsite, without draining across adjacent property. Drainage shall be into the street or road area, or into natural drainage areas, and such drainage shall be the responsibility of each Owner. No Owner may block any drainage ditch.

## V. MAINTENANCE REQUIREMENTS

**A. LAND.** All plants, shrubs, trees, grass, and landscaping on a lot shall be maintained by each lot Owner in an attractive, trimmed, and neat condition at all times. The Owner of each lot, by the acceptance of the conveyance of the lot, also assumes the obligation to maintain all portions of the lot situated in an area designated on the recorded plat, in these covenants, or as recorded in the Williamson County Deed or Plat Records as *greenbelt, common, area, park, drainage, recreation,* or similar areas.

**B. REPAIRS & ALTERATIONS TO STRUCTURES.** Each Owner shall maintain his dwelling and all improvements on his lot in good condition and repainting as necessary. However, any exterior repainting which involves a change in color or any other redecorating, alteration, repair, or improvement which changes the external appearance of a dwelling, shall require approval of the Committee in the same manner as new construction. All work shall be done expeditiously, in a good and workmanlike manner, with minimum inconvenience to other Owners.

**C. ACCEPTABILITY OF MAINTENANCE.** The Committee shall have final authority to determine the acceptability of the maintenance and appearance of all lots and houses, and to determine the necessity for further maintenance of lots or houses within the Property. No unsightly lots or houses shall be permitted any time.

**D. DEFAULT.** In the event an Owner of a lot or dwelling shall fail to maintain his lot or dwelling, or any improvements, in a neat and orderly manner as provided above, which failure is not remedied within thirty (30) days following a written notification by the Committee to the Owner, the Committee, its agents and representatives, shall have the right (but not the obligation) to enter upon the lot and property and repair, paint, and maintain the lot and the exterior of any and all buildings and other improvements, and the landscaping, all at the expense of the Owner.

**E. MAINTENANCE EXPENSE.** In the event that Declarant of the Committee incurs any expense in maintaining all or any portion of a lot or house, the costs shall be charges to and paid by the Owner of that lot or house. If the Owner fails to pay those costs upon demand, the Committee shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended, together with reasonable attorneys fees and interest at the highest rate allowed by law.

**F. APPLICABILITY.** These covenants also apply to building contractors who own lots "in inventory", prior to construction of a residence, as well as to homeowners; all Owners must keep their lots neat and orderly.

## VI. GENERAL PROVISIONS

**A. MEMBERSHIP IN BERRY CREEK COUNTRY CLUB.** Each Owner of a lot, other than Declarant or a building contractor who acquires the lot for the purpose of constructing a home for sale, shall either: (a) join *BERRY CREEK COUNTRY CLUB* and remain a member in good standing of the Club, or (b) pay to *BERRY CREEK COUNTRY CLUB*, on a monthly basis, a maintenance fee equal to one-third of the dues which accompany full membership in *BERRY CREEK COUNTRY CLUB*. This amount will increase with the increases, if any, in the dues.

**B. INTEREST.** In the event any charge, cost, or other expense or monetary duty is not paid when due, then such amount shall bear interest at the highest rate allowed by law from the due date until paid.

**C. ENFORCEMENT.** The Declarant, and each Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by this Declaration, or any supplemental declaration. Any failure to enforce these covenants and restrictions shall not be deemed a waiver of the right to do so thereafter. Any violation of these covenants shall not affect the lien of any mortgage or deed of trust of any secured party. Any person or entity found by a court of appropriate jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this Declaration for all costs, expenses, and reasonable attorney fees incurred in connection with the enforcement.

**D. PRIORITY OF LIENS.** All duties or burdens imposed upon Owners by this Declaration are deemed to impose a lien and charge upon each lot, including, but not limited to, the "Assessment Lien" described in SIV.A.4, and the obligations described in SV above. In the event of default of any of these obligations by an Owner, Declarant, its successors and assigns, shall have the rights to foreclose its lien pursuant to §51.002 of the *Texas Property Code*. This lien or charge shall at all times be subordinate to any valid lien securing an indebtedness incurred primarily for purchase money or construction of improvements.s

E. **SEVERABILITY.** Invalidation of any one or more of the provisions of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provision, and all other provisions shall remain in full force and effect.

F. **AMENDMENT & DURATION.** Notwithstanding anything to the contrary contained in these covenants, conditions, and restrictions, the Declarant shall have, and hereby reserves, the right at any time, without the joinder or consent of any other party or entity (including the Owners) to amend these restrictions, covenants, and conditions by an instrument in writing duly signed, acknowledged, and filed for record in the office of the County Clerk of Williamson County, Texas, so long as the amendment (in the sole discretion of Declarant) will not be inconsistent with the general, overall plan for the development of the property. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this paragraph, and this power is coupled with an interest and is irrevocable. These covenants, conditions, and restrictions shall be effective for a term of thirty years (30 yrs.) from the date this Declaration is recorded; provided, however, that all easements shall be perpetual. After the 30-year period, these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years (10yrs.) each, unless terminated by written instruments signed by the Owners of at least two-thirds (2/3) of the lots comprising the Property.

EXECUTED this 4 day of November 1996.

**BERRY CREEK SECTION 8, LTD.,**

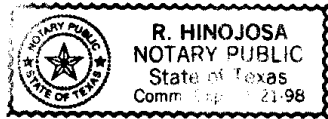
By: *Robert D. Wunsch*  
**Robert D. Wunsch**  
**For the Management Committee**

**NOTARIAL CERTIFICATE**

STATE OF TEXAS §  
                                          §  
COUNTY OF WILLIAMSON §

ACKNOWLEDGED BEFORE ME by **ROBERT D. WUNSCH**, as a member of the Management Committee of Berry Creek Section 8, Ltd., on this 4 day of November 1996, on behalf of said limited partnership and said limited partnership.

*R. Hinojosa*  
NOTARY PUBLIC - State of TEXAS



**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Doc# 9659074  
# Pages: 8  
Date : 11-06-1996  
Time : 03:23:13 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
ELAINE BIZZELL  
COUNTY CLERK  
Rec. \$ 23.00

①  
Georgetown Title Company, Inc.

#

DOC# 9728262

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON §

**AFFIDAVIT OF CORRECTION  
FOR WOODS AT BERRY CREEK, PHASE ONE**

WHEREAS, Berry Creek Section 8, Ltd. as the Owner of 19.006 acres of land out of the William Roberts Survey, Abstract No. 524, situated in Williamson County, Texas, did subdivide said 19.006 ac. of land to be known as the WOODS AT BERRY CREEK, PHASE ONE subdivision, and after obtaining approval and acceptance of said subdivision plat by the City of Georgetown and Williamson County, did file said plat for record in Cabinet N, Slides 252-255 of the Plat Records of Williamson County, Texas; and

WHEREAS, Berry Creek Section 8, Ltd as the Owner of 19.006 acres of land has discovered a scrivener error associated with said WOODS AT BERRY CREEK, PHASE ONE subdivision plat; and

WHEREAS, said scrivener error appears in the form of a reference to "BERRY CREEK SECTION ELEVEN, PHASE TWO" in the certification statement executed by the County Judge of Williamson County, Texas.

WHEREAS, the certification statement should have referenced "WOODS AT BERRY CREEK, PHASE ONE" instead of "BERRY CREEK SECTION ELEVEN, PHASE TWO"; and

WHEREAS, Berry Creek Section 8, Ltd. hereby acknowledges said certification statement to be a scrivener's error in need of correction; and

WHEREAS, such plat correction is authorized by law;

NOW, THEREFORE, Berry Creek Section 8, Ltd. does by these presents hereby declare that the subdivision referenced in the certification statement in the "WOODS AT BERRY CREEK, PHASE ONE" subdivision plat as executed by the County Judge of Williamson County, Texas is modified from "BERRY CREEK SECTION ELEVEN, PHASE TWO" to "WOODS AT BERRY CREEK, PHASE ONE", and further declare the plat of the "WOODS AT BERRY CREEK, PHASE ONE", recorded in Cabinet N, Slides 252-255 of the Plat Records of Williamson County, Texas, to be duly corrected.

EXECUTED this 25 day of June, 1997, A.D.

Berry Creek Section 8, Ltd.

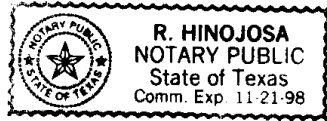
By: Robert D. Wunsch  
Robert D. Wunsch  
Managing Partner

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Wunsch, 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 25<sup>th</sup> day of June, 1997, A.D.



*R. Hinojosa*

Notary Public in and for  
Williamson County, Texas

My Commission Expires: 11/21/98

Doc# 9728262  
# Pages: 2  
Date : 06-26-1997  
Time : 09:41:13 A.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
ELAINE BIZZELL  
COUNTY CLERK  
Rec. \$ 11.00

①

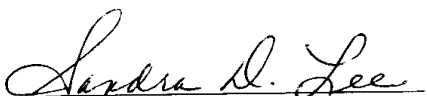
Georgetown title

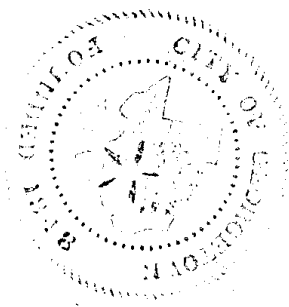
STATE OF TEXAS §  
COUNTY OF WILLIAMSON §  
CITY OF GEORGETOWN §

DOC# 9855971

I, **Sandra D. Lee**, being the City Secretary of the City of Georgetown, Texas, do hereby certify that the attached is a true and correct copy of **Page 3 of the minutes of the City Council Meeting on April 28, 1998.**

Witness my hand and seal of office this **23rd** day of **September, 1998.**

  
Sandra D. Lee  
City Secretary



OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

- M Consideration of a **resolution** directing the publication of the Notice of Intention to Issue \$30,910,000 City of Georgetown, Texas **Utility System Revenue and Refunding Bonds**, Series 1998 and \$5,225,000 City of Georgetown, Texas Combination Tax and Utility System Limited Revenue Certificates of Obligation, Series 1998; and other matters related thereto -- Susan Morgan
- N Consideration of a **Detailed Development Plan** of 0.360 acres and 0.366 acres in the David Wright Survey, to be known as **Industrial Park North**, Lots 19 and Lot 37, located on **Industrial Park Circle**, with Variances to the Subdivision Regulations -- Ed Barry and David Munk
- O Consideration of a **Detailed Development Plan** of **Industrial Park North**, Lot 21, located at 40121 Industrial Park Circle, with Variances to the Subdivision Regulations -- Ed Barry and Tom Bolt
- P Consideration of a Resolution authorizing the City Attorney to issue a **Quit Claim Deed** to be filed abandoning the platted fifteen (15) foot public utility easement extending south from the north property line of Lot 1, Block 1 of an Amended Plat of a Resubdivision of **Williamsburg Village**, located at 3010 Williams Drive -- Ed Barry and Wendy Walsh
- Q Consideration of a **Revised Detailed Development Plan** of an Amended Plat of a Resubdivision of **Williamsburg Village**, Block 1, Lot 1, located at Williams Drive and Booty's Crossing Road, with Variances to the Subdivision Regulations -- Ed Barry and Wendy Walsh
- R Consideration of a **Concept Plan** of 81.90 acres in the Ephraim Evans Survey, to be known as **Hewlett Subdivision**, located at the southeast corner of the IH-35 frontage road and Westinghouse Road -- Ed Barry and Wendy Walsh
- S Consideration of a **Preliminary Plat** for 257.289 acres in the Burrell Eaves, Frederick Foy, and Daniel Monroe Surveys, to be known as a Planned Unit Development of **Sun City Georgetown Golf Course No. 2**, Phase I, located on Sun City Boulevard -- Ed Barry and Gary Warnock
- T Consideration of a resolution granting a petition for the annexation of 257.289 acres in the Burrell Eaves, Frederick Foy, and Daniel Monroe Surveys, to be known as a Planned Unit Development of **Sun City Georgetown Golf Course No. 2**, Phase I, located on Sun City Boulevard -- Ed Barry and Clyde von Rosenberg
- U Consideration of a **Detailed Development Plan** for 7.186 acres in the Clement Stubblefield Survey, known as **Wesleyan Nursing Home**, located at 2001 Scenic Drive, with Variances to the Subdivision Regulations -- Ed Barry and Kim Shaw
- V Consideration of a **Resolution** authorizing the City Attorney to issue a **Quit Claim Deed** to be filed abandoning the platted ten (10) foot public utility easement extending along the west side of Lot 3, Block 6, **Serenada East**, Unit Four, located at 4014 Luna Trail -- Ed Barry and Carla Benton
- W Consideration of a **Variance to the Subdivision Regulations** for the **Woods at Berry Creek**, Phase One, Block D, Lot 22, located at 129 Brentwood Drive, and Berry Creek, Section Seven, Block D, Lot 1, located at 29011 Oakland Hills Drive -- Ed Barry and Tom Bolt
- X Consideration of a **Variance** to Subdivision Regulations, for Glasscock Addition, Block 10, Lots 1, 2 and 3, known as **First Presbyterian Church**, located at 703 Church Street -- Ed Barry and Tom Bolt

Motion by Bain, second by Tonn to approve the Consent Agenda with the exception of Items J and K which were pulled for the Regular Agenda. Approved 5-0.

### **Legislative Regular Agenda**

- J Consideration of a **resolution** approving a **Texas Capital Fund application** for funding in the amount of \$750,000 through the Texas Department of Economic Development on behalf of Rivery Partners, Ltd. -- Bob Hart (pulled by Barton)

✓  
*File*  
April 30, 1998

Mr. Danny Swafford  
c/o Heritage Homes  
3003 Dawn Drive, Suite #107  
Georgetown, TX 78628

RE: Variance to the Subdivision Regulations for the Woods at Berry Creek; Phase One,  
Block D, Lot 22, located at 129 Brentwood Drive, and Berry Creek, Section Seven,  
Block D, Lot 1, located at 29011 Oakland Hills Drive

Dear Mr. Swafford:

At the meeting on April 28, 1998, the Georgetown City Council voted to approve the requested variance to Section 34020 F.4. of the Subdivision Regulations, to reduce the building setback line along Meadow Green Drive from 25 to 15 feet for the Woods of Berry Creek, Phase One, Block D, lot 22 and Berry Creek, Section Seven, Block D, Lot 1, provided that if the drive access is taken from the secondary front yard, there must be at least 20 feet between any garage and the property line to ensure that any parked vehicle will be out of the right-of-way.

Thank you for your cooperation in resolving this matter. Please contact me if you have any questions regarding the Council's action.

Sincerely,

Thomas M. Bolt  
Building Plan Reviewer

TMB:jmr

cc: David and Amy Draeger  
Curtis and Danielle Schindeler  
Dave Hall, Building Official

Doc# 9855971  
# Pages: 3  
Date : 09-24-1998  
Time : 04:15:07 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
NANCY E. RISTER  
COUNTY CLERK  
Rec. \$ 13.00

170425711L  
Y

DOC# 9922824

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

**ASSIGNMENT OF RIGHTS**

For value received, **BERRY CREEK PARTNERS**, a Texas general partnership, and **BERRY CREEK SECTION 8, LTD.**, a Texas limited partnership, (together "Assignor"), do hereby sell, assign, and transfer to **KPK VENTURES, LTD.**, a Texas limited partnership ("Assignee"), without recourse, all of its right, title, and interest, if any, as "Declarant" (including the right to act as the Architectural Control Committee) under those certain *Declarations of Covenants, Conditions, & Restrictions* ("CCR's") related to the *BERRY CREEK SUBDIVISION* in the City of Georgetown, Williamson County, Texas, described as follows:

#	Property Section	Original Declarant	CCR Recording Data (Official Records / Williamson County TX)
1	Berry Creek §1	West Georgetown Development Company	Volume 999 Page 711 <i>et seq.</i>
2	Berry Creek §2	West Georgetown Development Company	Volume 1659 Page 918 <i>et seq.</i>
3	Berry Creek §3 (Resubdivision)	Berry Creek Partners	Volume 2250 Page 179 <i>et seq.</i>
4	Berry Creek §6	Berry Creek Partners	Volume 2345 Page 318 <i>et seq.</i>
5	Berry Creek §7 Phase 1	Berry Creek Partners	Volume 2692 Page 242 <i>et seq.</i>
6	Berry Creek §8 Phase 1 (Resubdivision)	Berry Creek Section 8 Ltd.	Volume 2549 Page 580 <i>et seq.</i>
7	The Woods at Berry Creek Phase 1	Berry Creek Section 8 Ltd.	Document #9659074
8	Berry Creek §11 Phase 1	Berry Creek Partners	Document #9622308
9	Berry Creek §11 Phase 2	Berry Creek Partners	Document #9649047

10	Berry Creek §11 Phase 3	Berry Creek Partners	Document #9663476
11	Berry Creek §11 Phase 4	Berry Creek Partners	<ul style="list-style-type: none"> <li>• Volume 2678 Page 549 <i>et seq.</i></li> <li>• Document #9704379</li> <li>• Cabinet O Slides 12-14 / Plat Records</li> </ul>

EXECUTED on this 5<sup>th</sup> day of April 1999.

**ASSIGNORS:**

**BERRY CREEK PARTNERS**  
A Texas General Partnership

By:   
**Robert D. Wunsch** *Manager*  
 For the *Management Committee*

**BERRY CREEK SECTION 8, LTD.**  
A Texas Limited Partnership

By: **BC SECTION 8, INC.**  
 A Texas Corporation  
 GENERAL PARTNER

By:   
**Robert D. Wunsch** *President*

**ASSIGNEE'S ACCEPTANCE TO ASSIGNMENT**

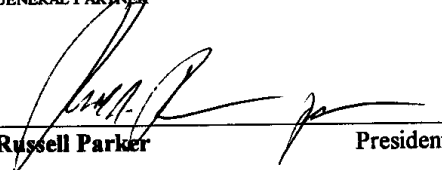
**KPK VENTURES LTD.** hereby accepts the foregoing Assignment, agrees to assume and perform all the duties and obligations to be performed by the Declarant under the CCR's therein mentioned to the same extent as if it had originally been named as the Declarant in such CCR's, and to indemnify and hold Assignor harmless from any liability for performance or nonperformance of the duties and obligations assumed.

EXECUTED: April 5 1999.

ASSIGNEE:

**KPK VENTURES, LTD.**  
A Texas Limited Partnership

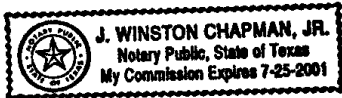
By: **KPKM, INC.**  
A Texas Corporation  
GENERAL PARTNER

By:   
**Russell Parker** President

NOTARIAL CERTIFICATE

STATE OF TEXAS \*  
COUNTY OF TARRANT \*

ACKNOWLEDGED BEFORE ME by **RUSSELL PARKER**, as President of **KPKM, INC.**, a Texas corporation, which is the General Partner of **KPK VENTURES, LTD.**, a Texas limited partnership, on this 5<sup>th</sup> day of April 1999, on behalf of said Texas corporation and said Texas limited partnership



  
NOTARY PUBLIC In and For  
The State of TEXAS

STATE OF TEXAS \*  
\*  
COUNTY OF TARRANTS \*

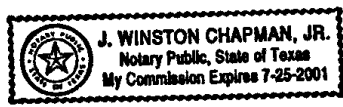
ACKNOWLEDGED BEFORE ME by ROBERT D. WUNSCH, as *Manager* of BERRY CREEK PARTNERS, a Texas general partnership, on this 5th day of March 1999, on behalf of said Texas general partnership.



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC ★ In and For  
The State of TEXAS

STATE OF TEXAS \*  
\*  
COUNTY OF TARRANTS \*

ACKNOWLEDGED BEFORE ME by ROBERT D. WUNSCH, as *President* of BC SECTION 8, INC., a Texas corporation which is the General Partner of BERRY CREEK SECTION 8, LTD., a Texas limited partnership, on this 5th day of March 1999, on behalf of said Texas corporation and said Texas general partnership.



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC ★ In and For  
The State of TEXAS

Doc# 9922824  
# Pages: 4  
Date : 04-08-1999  
Time : 03:55:13 P.M.  
Filed & Recorded in  
Official Records  
of WILLIAMSON County, TX.  
NANCY E. RISTER  
COUNTY CLERK  
Rec. \$ 15.00

JWC/gsl  
K:\UWC\BCP #2371\KPK Ventures\ASSIGNMENT-RIGHTS.2371-53.Mar99.DOC

Georgetown Title Company, Inc.