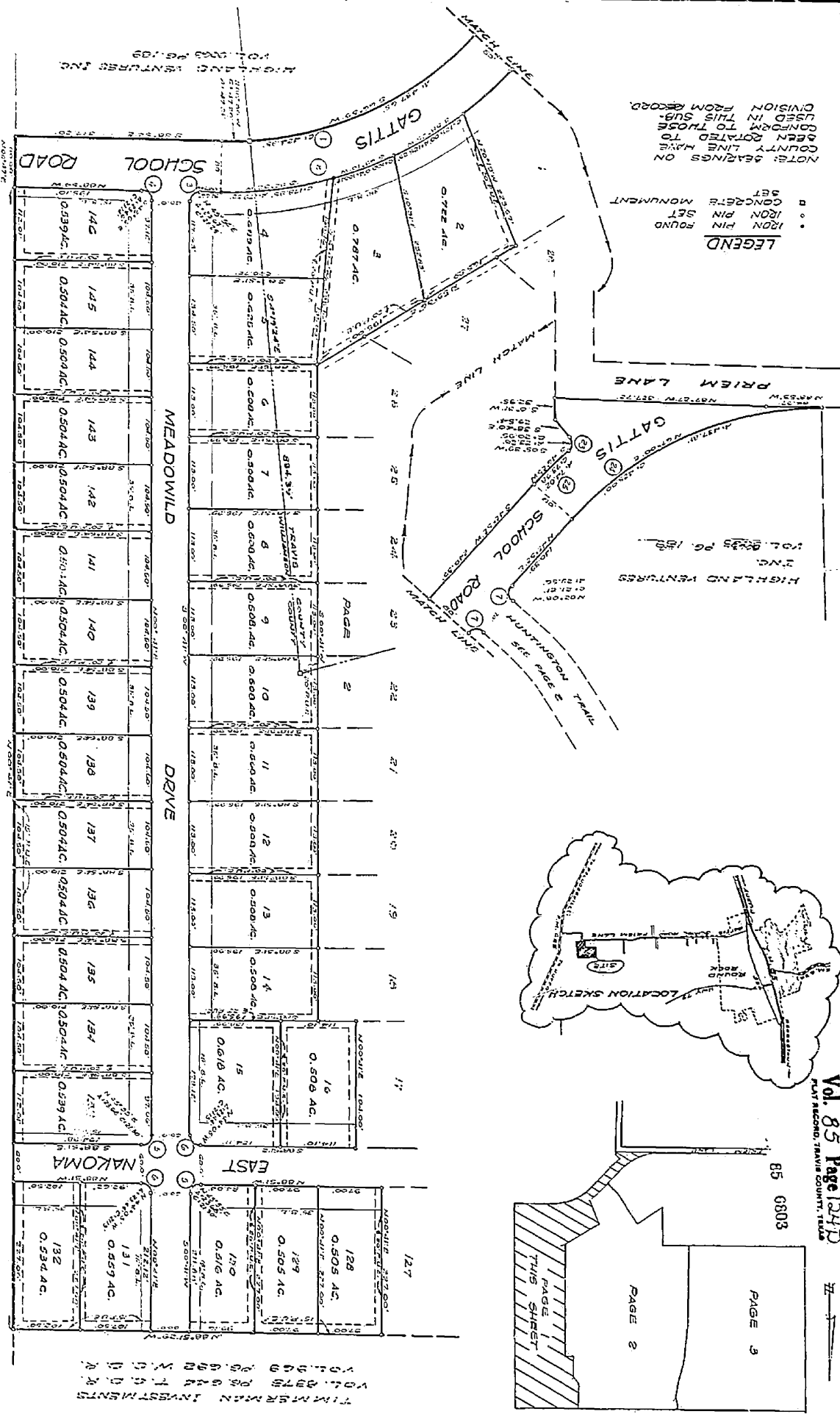


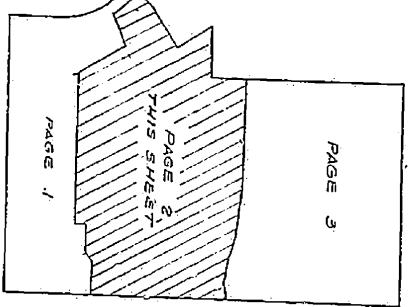
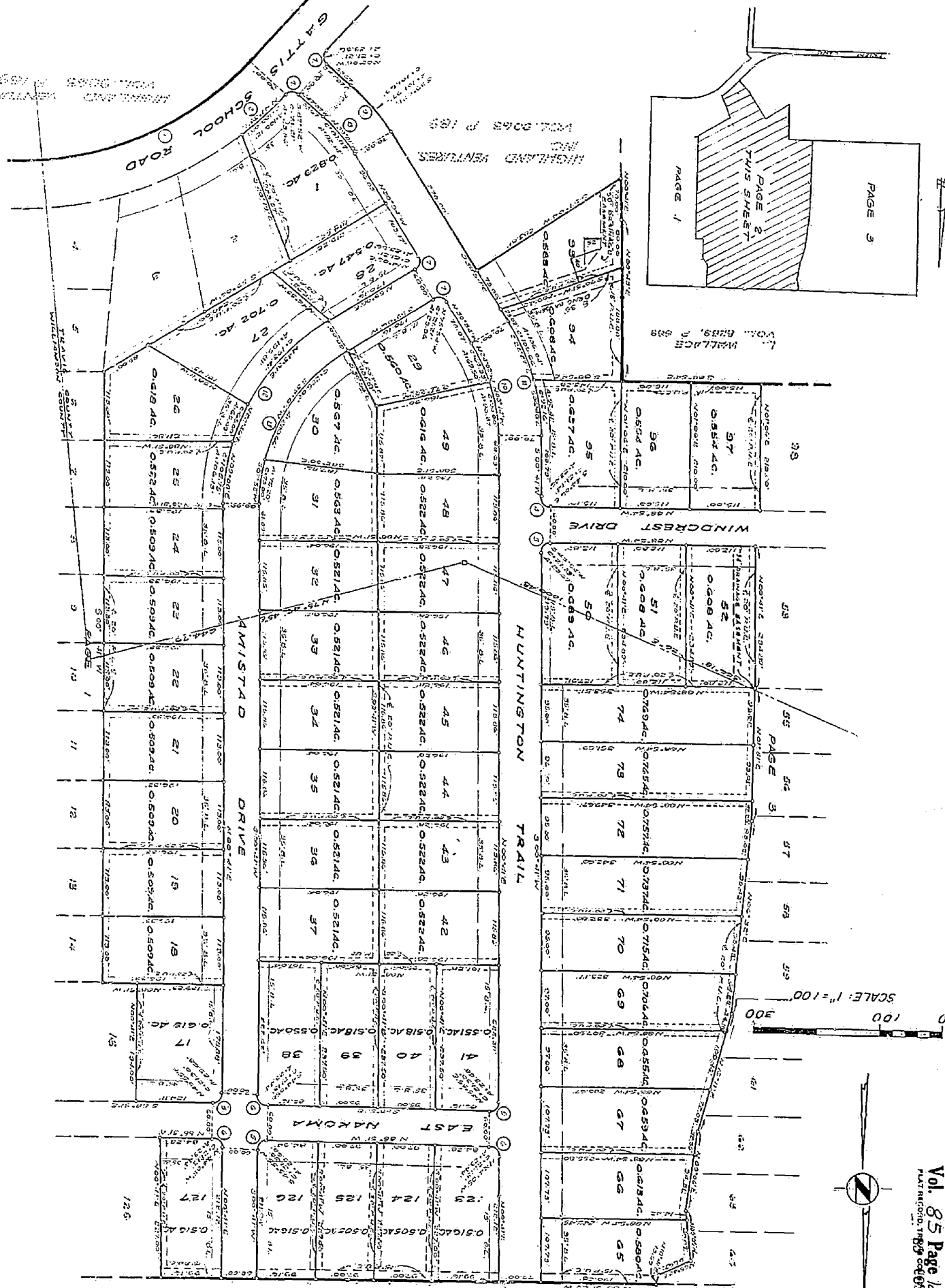
LEGEND
 • IRON PIN FOUND
 • CONCRETE MONUMENT
 SET

NOTE: BEARINGS ON
 COUNTY LINE HAVE
 BEEN OBTAINED TO
 CORRELATE TO THOSE
 USED IN THIS SUR-
 DIVISION FROM RECORD.



CURVE DATA

Curve No.	Angle	Radius	Chord	Offset
1	46° 14' 07"	500.00'	481.18'	18.82'
2	46° 14' 07"	500.00'	481.18'	18.82'
3	46° 14' 07"	500.00'	481.18'	18.82'
4	46° 14' 07"	500.00'	481.18'	18.82'
5	46° 14' 07"	500.00'	481.18'	18.82'
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97	46° 14' 07"	500.00'	481.18'	18.82'
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100	46° 14' 07"	500.00'	481.18'	18.82'



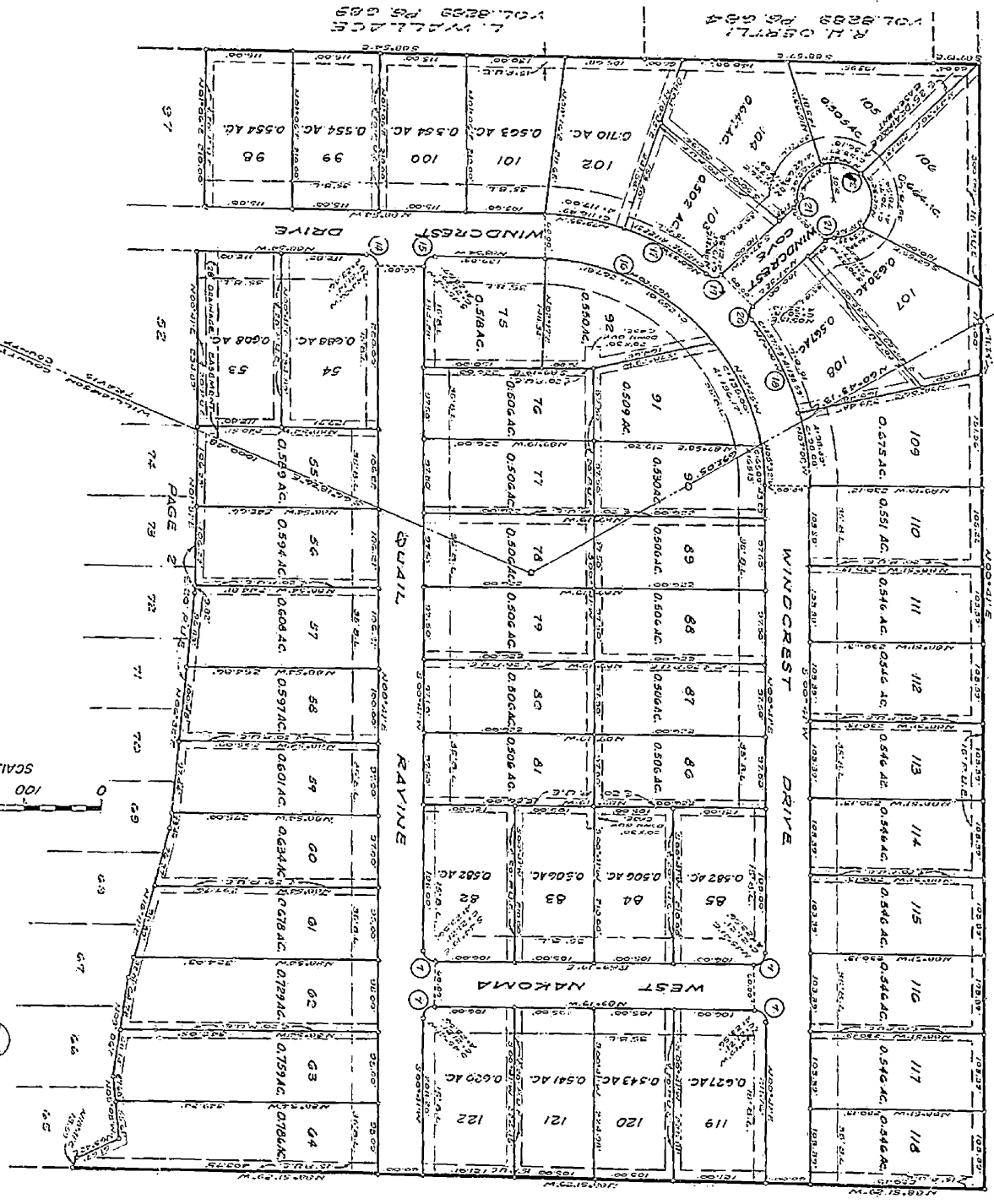
Vol. 85 Page 125A
 PLAT RECORD: TR99-00094

TIMBERMAN INVESTMENTS
 VOL. 85 P. 514 T.O.D.R.
 VOL. 85 P. 518 W.C.D.R.

HIGHLAND VENTURES, INC.
 VOL. 85 P. 183

WALLACE
 VOL. 82B, P. 588

HUNTINGTON TRAILS



TIMBERMEN INVESTMENTS
 VOL. 85 P. 504
 VOL. 85 P. 505

VOL. 85 P. 504
 VOL. 85 P. 505

SCALE: 1"=100'
 0 100 300



HUNTINGTON TRAILS

FIELD NOTES FOR 100.849 ACRES OF LAND OUT OF AND A PART OF THE E. W. MATTHEWS SURVEY, ABSTRACT NO. 968 IN TRAVIS COUNTY, TEXAS, AND ABSTRACT NO. 449 IN WILLIAMSON COUNTY, TEXAS, SAID 100.849 ACRES BEING OUT OF 98.078 ACRES OF LAND CONVEYED TO HIGHLAND VENTURES, INC., BY DEED OF RECORD IN VOLUME 9063, PAGE 182, TRAVIS COUNTY DEED RECORDS, AND VOLUME _____, PAGE _____, WILLIAMSON COUNTY DEED RECORDS, AND 15.00 ACRES OF LAND CONVEYED TO HIGHLAND VENTURES, INC., BY DEED OF RECORD IN VOLUME 9063, PAGE 189, TRAVIS COUNTY DEED RECORDS, AND VOLUME _____, PAGE _____, WILLIAMSON COUNTY DEED RECORDS; SAID 100.849 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake found on the north line of Priem Lane, being the southwest corner of the first 100.00 acre tract, and from said point an iron stake for the southwest corner of the Peluger tract bears N 88° 56' W, 2389.55 feet;

THENCE, along the north right-of-way line of Gattis School Road, the following three (3) courses and distances:

1. Along a curve to the left whose radius is 520.00 feet and whose long chord bears N 67° 00' E, a distance of 425.00 feet to an iron stake;
2. N 42° 52' E, a distance of 140.39 feet to an iron stake;
3. Along a curve to the left whose radius is 15.00 feet and whose long chord bears N 02° 08' W, a distance of 21.21 feet to an iron stake;

THENCE, N 47° 07' W, a distance of 53.67 feet to an iron stake;

THENCE, along a curve to the right whose radius is 359.99 feet and whose long chord bears N 39° 01' W, a distance of 101.63 feet to an iron stake;

THENCE, N 30° 54' W, a distance of 270.00 feet to an iron stake;

THENCE, S 57° 04' W, a distance of 283.81 feet to an iron stake; in the west line of the above referenced first 100.00 acre tract;

THENCE, along the west line of the said 100.00 acre tract, the following two (2) courses and distances:

1. N 00° 41' E, a distance of 70.00 feet to an iron stake found;
2. N 00° 43' E, a distance of 268.88 feet to an iron stake found for an interior corner of the above referenced Tract One;

THENCE, along the south line of said Tract One, the following two (2) courses and distances:

1. N 83° 54' W, a distance of 210.58 feet to an iron stake found;
2. N 88° 57' W, a distance of 393.95 feet to an iron stake found for the southwest corner of the first 100.00 acre tract and also being the southeast corner of the second 100.00 acre tract as described in Volume _____, Page _____ of the Williamson County, Texas, Deed Records;

THENCE, along the south line of the second 100.00 acre tract, N 89° 19' W, a distance of 60.04 feet to an iron stake found for the southwest corner of the second 100.00 acre tract;

THENCE, along the west line of the second 100.00 acre tract, N 00° 41' E, a distance of 1498.90 feet to an iron stake set for the northwest corner of the herein described tract;

THENCE, S 88° 51' 29" E, a distance of 2580.81 feet to an iron stake set on or near the E. W. Matthews Survey corner for the northeast corner of the herein described tract;

THENCE, along or near the east line of the E. W. Matthews Survey S 00° 41' W, a distance of 1765.02 feet to an iron stake set in the south right-of-way line of Gattis School Road;

THENCE, continuing with the east line of the E. W. Matthews Survey, S 00° 47' W 80.00 feet to an iron stake set;

THENCE, along the south right-of-way line of Gattis School Road, the following nine (9) courses and distances:

1. N 88° 54' W, a distance of 317.20 feet to an iron stake;
2. Along a curve to the left whose radius is 520.00 feet and whose long chord bears S 66° 59' W, a distance of 424.85 feet to an iron stake;
3. S 42° 52' W, a distance of 240.39 feet to an iron stake;
4. Along a curve to the right whose radius is 600.00 feet and whose long chord bears S 46° 25' W, a distance of 73.98 feet to an iron stake;
5. Along a curve to the left whose radius is 15.00 feet and whose long chord bears S 05° 39' W, a distance of 20.95 feet to an iron stake;
6. S 38° 40' E, a distance of 29.54 feet to an iron stake set in the west line of the fifteen acre tract conveyed to Theodor R. Timmerman by deed of record in Volume 8281, Page 246, of the Travis County, Texas, Deed Records;
7. S 00° 31' W, a distance of 32.95 feet to an iron stake found;
8. N 87° 27' W, a distance of 327.72 feet to an iron stake found;
9. N 88° 53' W, a distance of 84.97 feet to the POINT OF BEGINNING, containing 100.849 acres of land.

I HEREBY CERTIFY THAT THE ABOVE FIELD NOTES REPRESENT THE RESULTS OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION; THAT THESE RESULTS ARE TRUE AND ACCURATE THIS TWENTY-SEVENTH DAY OF NOVEMBER, 1984.

Howard Dorris
 HOWARD DORRIS
 PUBLIC SURVEYOR # 2018
 DORRIS ENGINEERING CO.
 3600 Bee Caves Road, Suite 104
 Austin, Texas 78746
 A.C. 512 Ph. 326-0820

DRIVEWAY NOTES:
 1. LOT 1 SHALL HAVE DRIVEWAY ACCESS TO HUNTINGTON TRAIL ONLY.
 2. LOTS 2 & 3 SHALL SHARE A COMMON DRIVE OFF GATTIS SCHOOL ROAD.
 3. LOTS 4 & 146 SHALL HAVE DRIVEWAY ACCESS TO MEADOWWILD DRIVE ONLY.
 4. RESTRICTIONS RECORDED IN VOLUME _____, PAGE _____, TRAVIS COUNTY DEED RECORDS.

SUBDIVISION STREET LENGTHS

STREET NAME	TRAVIS COUNTY	WILLIAMSON COUNTY	TOTAL
AMISTAD DRIVE	750.10		750.10
EAST NAKOMA	NONE	1087.04	1087.04
GATTIS SCHOOL ROAD	1132.20	1149.72	2281.92
HUNTINGTON TRAIL	1008.28	367.33	1375.61
MEADOWWILD DRIVE	NONE	1151.17	1151.17
QUAIL RIVINE	383.96	1805.21	2189.17
WEST NAKOMA	NONE	876.60	876.60
WINDCREST CAVE	260.00	512.00	772.00
WINDCREST DRIVE	1390.26	NONE	1390.26
	4815.80	7949.15	12764.95

1700

THE STATE OF TEXAS §
COUNTIES OF TRAVIS 8523-3897 * 17.00 §
AND WILLIAMSON §

0389 035

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HUNTINGTON TRAILS

WHEREAS, HIGHLAND VENTURES, INC., a Texas corporation, its successors, transferees and assigns, (hereinafter collectively referred to as the "Developer") is the sole owner in fee simple of certain real property located in Travis and Williamson Counties, Texas, known by official plat designation as Huntington Trails, as shown by the map or plat of said subdivision, recorded in Book _____, Page _____, Plat Records of Travis County, Texas; and Cabinet F, Slides 343-347, Plat Records of Williamson County, Texas; and

WHEREAS, for purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting said subdivision and for and in consideration of the mutual benefits to the Developer and to future owners of property in said subdivision, the Developer, acting by and through its duly authorized officers, does hereby declare as follows:

I.
GENERAL

Each and every lot in the subdivision described above (hereinafter referred to, whether singly or collectively, as the "Lots") and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in any of the Lots, or any part thereof, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof and the Developer.

II.
ARCHITECTURAL CONTROL

A. Committee.

An Architectural Control Committee (hereinafter referred to as the "Committee") is hereby established to provide a mechanism for controlling and guiding the quality and type and style of architecture of structures and other improvements of any kind to be built or placed on the Lots.

1. Members.

The Committee shall be composed of three (3) members. The original members of the Committee shall be TIMOTHY T. TIMMERMAN, THEODOR R. TIMMERMAN, and ELAINE TIMMERMAN. The Committee may designate a representative to act on its behalf by a majority vote of all members of the Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor by written notice to the Committee and the Developer stating the name and address of the successor member and the effective date of his appointment. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to act until the deceased or resigned member or members have been replaced. In the event

that there are no remaining members of the Committee, for whatever reason, the Developer shall have the authority to designate all the members of the Committee, and if the Developer fails to appoint new members within thirty (30) days after having received written request to do so from the owners of at least thirty percent (30%) of the Lots, the then owners of the Lots in the subdivision shall have the right to designate the members of the Committee. In any election by Lot owners, each owner shall have one (1) vote and action shall be taken by a majority vote.

B. Powers.

1. Review of Plans.

No building, structure, fence, or any other improvements, including extensions or additions to existing structures, shall be erected or placed on, nor altered, modified, added to or removed from any Lot until the construction plans and specifications thereof and a plan showing the location and setbacks of all buildings, walls, fences and other improvements, including, but not limited to, driveways have been approved in writing by the Committee as provided below.

2. Approval of Building Size.

The Committee may, by prior written approval, reduce the square footage requirement of enclosed living space, provided for hereafter in these provisions, from the general requirement of no less than 1,600 square feet to an approved minimum of no less than 1,400 square feet. Such approval may only be given upon written request therefore, stating the specific reasons for such a reduction.

3. Approval of Tanks.

No tank shall be placed on any Lot without the prior written approval of the Committee as to style, type, construction and proposed location thereof. This provision shall apply to tanks for storage of fuel, water, oil or LPG, and also includes swimming pool filter tanks.

4. Approval of Satellite Dishes.

No satellite dish shall be placed on any Lot without the prior written approval of the Committee as to the placement of the dish and the means of preventing said dish from being visible from any other Lot or from the roads within the subdivision.

5. Alteration of Topography.

The topography of any Lot shall not be altered in any way which will impede, restrict or in any manner divert the flow of water, without the prior written approval of the Committee.

6. Exceptions.

The Committee may in its sole discretion, by prior written approval, permit exceptions to certain of the following restrictions, covenants and conditions, if the provision containing such restriction, covenant or condition provides for such exceptions with Committee approval.

7. Enforcement.

The Committee shall have the authority to enforce compliance with all covenants, conditions and restrictions as provided herein. Attorney's fees may be awarded as provided in Article VI.B. hereof.

C. Procedure.

1. Submission of Plans.

As provided in II.B. above, whenever Committee approval is required, the plans and specifications detailing the planned action, in addition to any other information required herein or necessary for an informed determination by the Committee, must be provided to and approved by the Committee prior to the commencement of the proposed action, or of any work or construction on the Lots. All plans and specifications in the format as required by the Committee shall be delivered to the Committee in care of HIGHLAND VENTURES, INC. at P.O. Box 62, Pflugerville, Texas 78660 or such other address as the Committee may designate in written notice to owners of Lots, whether by publication or by individual notice.

All information to be sent to the Committee shall be sent by certified mail, return receipt requested, or may be hand delivered and a written receipt requested, and shall be deemed given upon the date of actual delivery to the Committee at the required address.

2. Consideration of Plans.

The Committee, in considering each set of plans and specifications, the plan showing the location of all improvements and other information provided shall consider, among other things, the quality of design, materials and construction, harmony of the design with existing structures, and location with respect to topography and finished grade of elevation. The Committee may reject plans and specifications based upon any of the above factors, as well as for noncompliance with other provisions of these covenants. The Committee shall not act unreasonably in its exercise of discretion hereunder.

3. Committee Action.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans, specifications and locations for the improvements to be erected or placed on a Lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a Lot, within thirty (30) days after the same have been received by the Committee, then in that event the same shall be deemed approved. Failure of the Committee to approve a requested exception to the restrictions, covenants and conditions herein, if such exception is permitted under the applicable provision, shall serve as a denial of such exception, and such provision shall therefore be fully enforceable according to its terms against the requesting Lot owner.

III.
LAND USE GUIDELINES

A. Residential Use.

All Lots shall be used for residential purposes as herein provided and for no other use. Unless otherwise

provided herein, no building shall be erected, altered, placed, or permitted on any Lot other than one detached, single-family residential dwelling not to exceed two (2) stories in height, and each such dwelling shall have an attached private garage for at least two cars but not more than three (3) cars. No detached garage or garage for more than three (3) cars shall be permitted on any Lot without Committee approval for such exception as provided in Article II. No business of any kind shall be conducted in any residence or on any Lot, except by the Developer in developing all of the Lots within the subdivision.

B. Lot Size.

No residential dwelling shall be erected on any Lot having an area of less than 21,780 square feet (1/2 acre). No resubdivision of any Lot shall be permitted.

C. Dwelling Size.

All single family dwellings shall contain not less than 1,600 square feet of enclosed living space, exclusive of porches (open or covered), decks, and garages; provided however, that the Committee may reduce this requirement for individual Lots as provided in Article II, paragraph B.2. above.

D. Building Materials and Construction.

1. All single family dwellings shall be of recognized standard construction quality, and shall be built in strict compliance with the plans, specifications and other criteria approved by the Committee under Article II above.

2. All residences shall have a minimum of seventy-five percent (75%) of their exterior walls of the ground floor of stone or masonry construction. In computing the percentage, the following shall be excluded from the total area of the exterior walls: (1) all gables and (2) all windows and door openings; but all exterior stone and masonry used in fireplaces and chimneys and in the walls of an attached garage may be included in the percentage stone or masonry used.

3. All residences shall be built in place on the Lots, and use of prefabricated components of such residences (such as rooms or walls) shall be permitted only with Committee approval of an exception hereto as provided in Article II.

E. Setback Requirements.

Building setbacks shall be no less than those shown on the plat of the subdivision. If the plat fails to specify building setbacks for any Lots, such setbacks shall be a minimum of thirty-five (35) feet from the front property line of the Lot and no less than ten (10) feet from any other property line. For purposes of this provision, eaves, steps and open porches shall not be considered as part of the building; provided, however that this shall not be construed to allow any such structure to encroach upon another Lot.

F. Yards, Fences and Hedges.

Each owner shall keep all shrubs, trees, grass, and plantings of every kind on such owner's Lot cultivated, pruned, and free of trash and other unsightly material. The Committee or its representatives or agents shall have the

right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and also to repair and maintain all fences thereon, and may charge the cost thereof to the owner of the Lot. The Committee may bring suit in law or equity to collect any amounts charged hereunder.

G. Tanks.

No elevated storage tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be visible from any other portion of the property, unless the Committee approves an exception hereto as provided in Article II.

H. Satellite Dishes.

All satellite dishes upon any Lot shall be screened so as not to be visible from any other Lot or from any roads within the subdivision, unless the Committee approves an exception hereto as provided in Article II.

I. Easements.

Within easements shown on the plat, no structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow or water through drainage channels in the easements except that driveways, sidewalks and fences, as approved by the Committee, may be placed thereon. 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.

J. Construction.

All construction on a Lot must be completed within twelve (12) months of beginning construction on said Lot. Construction shall begin, for purposes of this provision, upon the laying of the foundation.

IV.
PROHIBITED USES

A. Oil, Gas, Mineral, Mining and Excavation.

No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any Lot or other area within the subdivision. No oil wells, derricks, tanks, tunnels, mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any Lot or any other area of the subdivision.

B. Pets, Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other small or domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose on any Lot. No animal shall be allowed to make an unreasonable amount of noise, or to become a

nuisance, and no domestic pet will be allowed within the subdivision unless on the Lot of its owner or confined to a leash. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times.

C. Temporary Structures or Emplacements.

No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicle without a current license tag, or any tent, shack, barn or storage shed, shall be erected, placed, driven onto, altered, or permitted to remain on any Lot at anytime, either temporarily or permanently, unless the Committee approves an exception hereto as provided in Article II hereof. No boats, boat trailers, recreational travel trailers, motor homes, or similar property shall be allowed to remain on any Lot in view of the street for more than forty-eight (48) hours in any seven (7) day period. No motor vehicle shall be parked on or beside any roadside within the subdivision overnight. Except as herein provided, each and every Lot of the subdivision is intended solely for the erection of a single family dwelling and attached garages, and therefore no mobile home or preconstructed building of any kind may be located on any Lot for any purpose. This provision shall not apply to vehicles, equipment or temporary structures utilized by the Developer, contractors or subcontractors when engaged in construction, repair work, or such work as may reasonably be necessary for the completion of the subdivision as a residential community, and for the disposition of Lots by sale, lease, or otherwise.

D. Signs.

No signs of any kind shall be displayed for public view on any Lot, except that one sign of not more than five (5) square feet in size advertising the property for sale or rent or used by a builder to advertise the property may be permitted. The "For Sale" sign on any new construction shall be subject to approval by the Developer or its duly authorized agents. All merchandising, advertising and sales programs in the subdivision shall be subject to approval by the Developer or its duly authorized agents and shall be in conformity with the general marketing plan for the subdivision.

E. Nuisances.

No noxious or offensive activities of any kind shall be permitted upon any Lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood.

V.
UTILITIES

A. Garbage and Refuse.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lots and no odors shall be permitted to arise therefrom so as to render the Lots or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

B. Water and Supply and Sewage Disposal.

No individual water supply shall be permitted on any Lot, except such wells as may already be in existence. No individual sewage disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all applicable governmental bodies. Approval of such system as installed shall be obtained from such authorities.

VI.
ENFORCEABILITY

A. Term.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots within the subdivision has been recorded, setting forth the amendments to these covenants.

B. Means of Enforcement.

Enforcement shall be by the Developer, the Committee, or the owner of any interest in a Lot within the subdivision, by means of a 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. Reasonable attorney's fees shall be allowed to any party prevailing in an action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument.

C. Severability of Provisions.

Invalidation of any of these covenants, conditions, easements or restrictions by judgment or Court Order shall not affect any of the other provisions herein, and this Declaration shall be construed as if such invalid provision had never been contained herein, and the rights, duties and obligations of all parties under this Declaration shall be construed and enforced accordingly.

D. Nonexclusivity.

The covenants, conditions and restrictions created hereby are in addition to, and are not intended to be a modification or amendment of, any other valid, enforceable covenants, conditions or restrictions of record and applicable to the Lots.

EXECUTED this 22 day of MARCH, 1985.

"DEVELOPER"

HIGHLAND VENTURES, INC.

By: Timothy Timmerman
Timothy Timmerman,
President

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22nd day of March, 1985, by TIMOTHY TIMMERMAN, President of HIGHLAND VENTURES, INC., on behalf of said corporation.

My Commission Expires:
6-10-85

Virginia C. Wilkins
Notary Public, State of Texas
Virginia C. Wilkins
TYPE/PRINT/STAMP NAME

NOTARY SEAL

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, on

MAR 22 1985



Doris H. Angers
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Highland Ventures Inc
PO Box 62
flugrock Tx
78660

FILED

MAR 22 4 02 PM '85

Doris H. Angers
COUNTY CLERK
TRAVIS COUNTY TEXAS

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND WILLIAMSON § **10314**

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HUNTINGTON TRAILS

WHEREAS, HIGHLAND VENTURES, INC., a Texas corporation, its successors, transferees and assigns, (hereinafter collectively referred to as the "Developer") is the sole owner in fee simple of certain real property located in Travis and Williamson Counties, Texas, known by official plat designation as Huntington Trails, as shown by the map or plat of said subdivision, recorded in Book _____, Page _____, Plat Records of Travis County, Texas; and Cabinet F, Slides 343-347, Plat Records of Williamson County, Texas; and

WHEREAS, for purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting said subdivision and for and in consideration of the mutual benefits to the Developer and to future owners of property in said subdivision, the Developer, acting by and through its duly authorized officers, does hereby declare as follows:

I.
GENERAL

Each and every lot in the subdivision described above (hereinafter referred to, whether singly or collectively, as the "Lots") and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in any of the Lots, or any part thereof, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof and the Developer.

II.
ARCHITECTURAL CONTROL

A. Committee.

An Architectural Control Committee (hereinafter referred to as the "Committee") is hereby established to provide a mechanism for controlling and guiding the quality and type and style of architecture of structures and other improvements of any kind to be built or placed on the Lots.

1. Members.

The Committee shall be composed of three (3) members. The original members of the Committee shall be TIMOTHY T. TIMMERMAN, THEODOR R. TIMMERMAN, and ELAINE TIMMERMAN. The Committee may designate a representative to act on its behalf by a majority vote of all members of the Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor by written notice to the Committee and the Developer stating the name and address of the successor member and the effective date of his appointment. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to act until the deceased or resigned member or members have been replaced. In the event

that there are no remaining members of the Committee, for whatever reason, the Developer shall have the authority to designate all the members of the Committee, and if the Developer fails to appoint new members within thirty (30) days after having received written request to do so from the owners of at least thirty percent (30%) of the Lots, the then owners of the Lots in the subdivision shall have the right to designate the members of the Committee. In any election by Lot owners, each owner shall have one (1) vote and action shall be taken by a majority vote.

B. Powers.

1. Review of Plans.

No building, structure, fence, or any other improvements, including extensions or additions to existing structures, shall be erected or placed on, nor altered, modified, added to or removed from any Lot until the construction plans and specifications thereof and a plan showing the location and setbacks of all buildings, walls, fences and other improvements, including, but not limited to, driveways have been approved in writing by the Committee as provided below.

2. Approval of Building Size.

The Committee may, by prior written approval, reduce the square footage requirement of enclosed living space, provided for hereafter in these provisions, from the general requirement of no less than 1,600 square feet to an approved minimum of no less than 1,400 square feet. Such approval may only be given upon written request therefore, stating the specific reasons for such a reduction.

3. Approval of Tanks.

No tank shall be placed on any Lot without the prior written approval of the Committee as to style, type, construction and proposed location thereof. This provision shall apply to tanks for storage of fuel, water, oil or LPG, and also includes swimming pool filter tanks.

4. Approval of Satellite Dishes.

No satellite dish shall be placed on any Lot without the prior written approval of the Committee as to the placement of the dish and the means of preventing said dish from being visible from any other Lot or from the roads within the subdivision.

5. Alteration of Topography.

The topography of any Lot shall not be altered in any way which will impede, restrict or in any manner divert the flow of water, without the prior written approval of the Committee.

6. Exceptions.

The Committee may in its sole discretion, by prior written approval, permit exceptions to certain of the following restrictions, covenants and conditions, if the provision containing such restriction, covenant or condition provides for such exceptions with Committee approval.

7. Enforcement.

The Committee shall have the authority to enforce compliance with all covenants, conditions and restrictions as provided herein. Attorney's fees may be awarded as provided in Article VI.B. hereof.

C. Procedure.

1. Submission of Plans.

As provided in II.B. above, whenever Committee approval is required, the plans and specifications detailing the planned action, in addition to any other information required herein or necessary for an informed determination by the Committee, must be provided to and approved by the Committee prior to the commencement of the proposed action, or of any work or construction on the Lots. All plans and specifications in the format as required by the Committee shall be delivered to the Committee in care of HIGHLAND VENTURES, INC. at P.O. Box 62, Pflugerville, Texas 78660 or such other address as the Committee may designate in written notice to owners of Lots, whether by publication or by individual notice.

All information to be sent to the Committee shall be sent by certified mail, return receipt requested, or may be hand delivered and a written receipt requested, and shall be deemed given upon the date of actual delivery to the Committee at the required address.

2. Consideration of Plans.

The Committee, in considering each set of plans and specifications, the plan showing the location of all improvements and other information provided shall consider, among other things, the quality of design, materials and construction, harmony of the design with existing structures, and location with respect to topography and finished grade of elevation. The Committee may reject plans and specifications based upon any of the above factors, as well as for noncompliance with other provisions of these covenants. The Committee shall not act unreasonably in its exercise of discretion hereunder.

3. Committee Action.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans, specifications and locations for the improvements to be erected or placed on a Lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a Lot, within thirty (30) days after the same have been received by the Committee, then in that event the same shall be deemed approved. Failure of the Committee to approve a requested exception to the restrictions, covenants and conditions herein, if such exception is permitted under the applicable provision, shall serve as a denial of such exception, and such provision shall therefore be fully enforceable according to its terms against the requesting Lot owner.

III.
LAND USE GUIDELINES

A. Residential Use.

All Lots shall be used for residential purposes as herein provided and for no other use. Unless otherwise

provided herein, no building shall be erected, altered, placed, or permitted on any Lot other than one detached, single-family residential dwelling not to exceed two (2) stories in height, and each such dwelling shall have an attached private garage for at least two cars but not more than three (3) cars. No detached garage or garage for more than three (3) cars shall be permitted on any Lot without Committee approval for such exception as provided in Article II. No business of any kind shall be conducted in any residence or on any Lot, except by the Developer in developing all of the Lots within the subdivision.

B. Lot Size.

No residential dwelling shall be erected on any Lot having an area of less than 21,780 square feet (1/2 acre). No subdivision of any Lot shall be permitted.

C. Dwelling Size.

All single family dwellings shall contain not less than 1,600 square feet of enclosed living space, exclusive of porches (open or covered), decks, and garages; provided however, that the Committee may reduce this requirement for individual Lots as provided in Article II, paragraph B.2. above.

D. Building Materials and Construction.

1. All single family dwellings shall be of recognized standard construction quality, and shall be built in strict compliance with the plans, specifications and other criteria approved by the Committee under Article II above.

2. All residences shall have a minimum of seventy-five percent (75%) of their exterior walls of the ground floor of stone or masonry construction. In computing the percentage, the following shall be excluded from the total area of the exterior walls: (1) all gables and (2) all windows and door openings; but all exterior stone and masonry used in fireplaces and chimneys and in the walls of an attached garage may be included in the percentage stone or masonry used.

3. All residences shall be built in place on the Lots, and use of prefabricated components of such residences (such as rooms or walls) shall be permitted only with Committee approval of an exception hereto as provided in Article II.

E. Setback Requirements.

Building setbacks shall be no less than those shown on the plat of the subdivision. If the plat fails to specify building setbacks for any Lots, such setbacks shall be a minimum of thirty-five (35) feet from the front property line of the Lot and no less than ten (10) feet from any other property line. For purposes of this provision, eaves, steps and open porches shall not be considered as part of the building; provided, however that this shall not be construed to allow any such structure to encroach upon another Lot.

F. Yards, Fences and Hedges.

Each owner shall keep all shrubs, trees, grass, and plantings of every kind on such owner's Lot cultivated, pruned, and free of trash and other unsightly material. The Committee or its representatives or agents shall have the

right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and also to repair and maintain all fences thereon, and may charge the cost thereof to the owner of the Lot. The Committee may bring suit in law or equity to collect any amounts charged hereunder.

G. Tanks.

No elevated storage tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be visible from any other portion of the property, unless the Committee approves an exception hereto as provided in Article II.

H. Satellite Dishes.

All satellite dishes upon any Lot shall be screened so as not to be visible from any other Lot or from any roads within the subdivision, unless the Committee approves an exception hereto as provided in Article II.

I. Easements.

Within easements shown on the plat, no structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow or water through drainage channels in the easements except that driveways, sidewalks and fences, as approved by the Committee, may be placed thereon. 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.

J. Construction.

All construction on a Lot must be completed within twelve (12) months of beginning construction on said Lot. Construction shall begin, for purposes of this provision, upon the laying of the foundation.

IV.
PROHIBITED USES

A. Oil, Gas, Mineral, Mining and Excavation.

No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any Lot or other area within the subdivision. No oil wells, derricks, tanks, tunnels, mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any Lot or any other area of the subdivision.

B. Pets, Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other small or domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose on any Lot. No animal shall be allowed to make an unreasonable amount of noise, or to become a

nuisance, and no domestic pet will be allowed within the subdivision unless on the Lot of its owner or confined to a leash. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times.

C. Temporary Structures or Emplacements.

No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicle without a current license tag, or any tent, shack, barn or storage shed, shall be erected, placed, driven onto, altered, or permitted to remain on any Lot at anytime, either temporarily or permanently, unless the Committee approves an exception hereto as provided in Article II hereof. No boats, boat trailers, recreational travel trailers, motor homes, or similar property shall be allowed to remain on any Lot in view of the street for more than forty-eight (48) hours in any seven (7) day period. No motor vehicle shall be parked on or beside any roadside within the subdivision overnight. Except as herein provided, each and every Lot of the subdivision is intended solely for the erection of a single family dwelling and attached garages, and therefore no mobile home or preconstructed building of any kind may be located on any Lot for any purpose. This provision shall not apply to vehicles, equipment or temporary structures utilized by the Developer, contractors or subcontractors when engaged in construction, repair work, or such work as may reasonably be necessary for the completion of the subdivision as a residential community, and for the disposition of Lots by sale, lease, or otherwise.

D. Signs.

No signs of any kind shall be displayed for public view on any Lot, except that one sign of not more than five (5) square feet in size advertising the property for sale or rent or used by a builder to advertise the property may be permitted. The "For Sale" sign on any new construction shall be subject to approval by the Developer or its duly authorized agents. All merchandising, advertising and sales programs in the subdivision shall be subject to approval by the Developer or its duly authorized agents and shall be in conformity with the general marketing plan for the subdivision.

E. Nuisances.

No noxious or offensive activities of any kind shall be permitted upon any Lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood.

V.
UTILITIES

A. Garbage and Refuse.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lots and no odors shall be permitted to arise therefrom so as to render the Lots or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

B. Water and Supply and Sewage Disposal.

No individual water supply shall be permitted on any Lot, except such wells as may already be in existence. No individual sewage disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all applicable governmental bodies. Approval of such system as installed shall be obtained from such authorities.

VI.
ENFORCEABILITY

A. Term.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots within the subdivision has been recorded, setting forth the amendments to these covenants.

B. Means of Enforcement.

Enforcement shall be by the Developer, the Committee, or the owner of any interest in a Lot within the subdivision, by means of a 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. Reasonable attorney's fees shall be allowed to any party prevailing in an action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument.

C. Severability of Provisions.

Invalidation of any of these covenants, conditions, easements or restrictions by judgment or Court Order shall not affect any of the other provisions herein, and this Declaration shall be construed as if such invalid provision had never been contained herein, and the rights, duties and obligations of all parties under this Declaration shall be construed and enforced accordingly.

D. Nonexclusivity.

The covenants, conditions and restrictions created hereby are in addition to, and are not intended to be a modification or amendment of, any other valid, enforceable covenants, conditions or restrictions of record and applicable to the Lots.

EXECUTED this 22 day of MARCH, 1985.

"DEVELOPER"

HIGHLAND VENTURES, INC.

By: Timothy Zimmerman
Timothy Zimmerman,
President

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the
22 day of March, 1985, by TIMOTHY TIMMERMAN,
President of HIGHLAND VENTURES, INC., on behalf of said
corporation.

My Commission Expires:
6-10-85



Virginia C. Wilkins
Notary Public, State of Texas
Virginia C. Wilkins
TYPE/PRINT/STAMP NAME

STATE OF TEXAS COUNTY OF WILLIAMSON
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 Williamson
County, Texas, as stamped hereon by me, on



MAR 25 1985
James S. Boydstone
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

James S. Boydstone
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
MAR 22 PM 1:44

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS 8523- 3897 * 17.00 16639
AND WILLIAMSON §

03890350

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HUNTINGTON TRAILS

WHEREAS, HIGHLAND VENTURES, INC., a Texas corporation, its successors, transferees and assigns, (hereinafter collectively referred to as the "Developer") is the sole owner in fee simple of certain real property located in Travis and Williamson Counties, Texas, known by official plat designation as Huntington Trails, as shown by the map or plat of said subdivision, recorded in Book _____, Page _____, Plat Records of Travis County, Texas; and Cabinet F, Slides 343-347, Plat Records of Williamson County, Texas; and

WHEREAS, for purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting said subdivision and for and in consideration of the mutual benefits to the Developer and to future owners of property in said subdivision, the Developer, acting by and through its duly authorized officers, does hereby declare as follows:

I.
GENERAL

Each and every lot in the subdivision described above (hereinafter referred to, whether singly or collectively, as the "Lots") and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in any of the Lots, or any part thereof, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof and the Developer.

II.
ARCHITECTURAL CONTROL

A. Committee.

An Architectural Control Committee (hereinafter referred to as the "Committee") is hereby established to provide a mechanism for controlling and guiding the quality and type and style of architecture of structures and other improvements of any kind to be built or placed on the Lots.

1. Members.

The Committee shall be composed of three (3) members. The original members of the Committee shall be TIMOTHY T. TIMMERMAN, THEODOR R. TIMMERMAN, and ELAINE TIMMERMAN. The Committee may designate a representative to act on its behalf by a majority vote of all members of the Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor by written notice to the Committee and the Developer stating the name and address of the successor member and the effective date of his appointment. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to act until the deceased or resigned member or members have been replaced. In the event

that there are no remaining members of the Committee, for whatever reason, the Developer shall have the authority to designate all the members of the Committee, and if the Developer fails to appoint new members within thirty (30) days after having received written request to do so from the owners of at least thirty percent (30%) of the Lots, the then owners of the Lots in the subdivision shall have the right to designate the members of the Committee. In any election by Lot owners, each owner shall have one (1) vote and action shall be taken by a majority vote.

B. Powers.

1. Review of Plans.

No building, structure, fence, or any other improvements, including extensions or additions to existing structures, shall be erected or placed on, nor altered, modified, added to or removed from any Lot until the construction plans and specifications thereof and a plan showing the location and setbacks of all buildings, walls, fences and other improvements, including, but not limited to, driveways have been approved in writing by the Committee as provided below.

2. Approval of Building Size.

The Committee may, by prior written approval, reduce the square footage requirement of enclosed living space, provided for hereafter in these provisions, from the general requirement of no less than 1,600 square feet to an approved minimum of no less than 1,400 square feet. Such approval may only be given upon written request therefore, stating the specific reasons for such a reduction.

3. Approval of Tanks.

No tank shall be placed on any Lot without the prior written approval of the Committee as to style, type, construction and proposed location thereof. This provision shall apply to tanks for storage of fuel, water, oil or LPG, and also includes swimming pool filter tanks.

4. Approval of Satellite Dishes.

No satellite dish shall be placed on any Lot without the prior written approval of the Committee as to the placement of the dish and the means of preventing said dish from being visible from any other Lot or from the roads within the subdivision.

5. Alteration of Topography.

The topography of any Lot shall not be altered in any way which will impede, restrict or in any manner divert the flow of water, without the prior written approval of the Committee.

6. Exceptions.

The Committee may in its sole discretion, by prior written approval, permit exceptions to certain of the following restrictions, covenants and conditions, if the provision containing such restriction, covenant or condition provides for such exceptions with Committee approval.

7. Enforcement.

The Committee shall have the authority to enforce compliance with all covenants, conditions and restrictions as provided herein. Attorney's fees may be awarded as provided in Article VI.B. hereof.

C. Procedure.

1. Submission of Plans.

As provided in II.B. above, whenever Committee approval is required, the plans and specifications detailing the planned action, in addition to any other information required herein or necessary for an informed determination by the Committee, must be provided to and approved by the Committee prior to the commencement of the proposed action, or of any work or construction on the Lots. All plans and specifications in the format as required by the Committee shall be delivered to the Committee in care of HIGHLAND VENTURES, INC. at P.O. Box 62, Pflugerville, Texas 78660 or such other address as the Committee may designate in written notice to owners of Lots, whether by publication or by individual notice.

All information to be sent to the Committee shall be sent by certified mail, return receipt requested, or may be hand delivered and a written receipt requested, and shall be deemed given upon the date of actual delivery to the Committee at the required address.

2. Consideration of Plans.

The Committee, in considering each set of plans and specifications, the plan showing the location of all improvements and other information provided shall consider, among other things, the quality of design, materials and construction, harmony of the design with existing structures, and location with respect to topography and finished grade of elevation. The Committee may reject plans and specifications based upon any of the above factors, as well as for noncompliance with other provisions of these covenants. The Committee shall not act unreasonably in its exercise of discretion hereunder.

3. Committee Action.

The Committee's approval or disapproval as required herein shall be in writing. In the event the Committee fails to approve or disapprove the plans, specifications and locations for the improvements to be erected or placed on a Lot, or the plans and specifications for the alteration, modification, addition to or removal of any improvements located on a Lot, within thirty (30) days after the same have been received by the Committee, then in that event the same shall be deemed approved. Failure of the Committee to approve a requested exception to the restrictions, covenants and conditions herein, if such exception is permitted under the applicable provision, shall serve as a denial of such exception, and such provision shall therefore be fully enforceable according to its terms against the requesting Lot owner.

III.
LAND USE GUIDELINES

A. Residential Use.

All Lots shall be used for residential purposes as herein provided and for no other use. Unless otherwise

provided herein, no building shall be erected, altered, placed, or permitted on any Lot other than one detached, single-family residential dwelling not to exceed two (2) stories in height, and each such dwelling shall have an attached private garage for at least two cars but not more than three (3) cars. No detached garage or garage for more than three (3) cars shall be permitted on any Lot without Committee approval for such exception as provided in Article II. No business of any kind shall be conducted in any residence or on any Lot, except by the Developer in developing all of the Lots within the subdivision.

B. Lot Size.

No residential dwelling shall be erected on any Lot having an area of less than 21,780 square feet (1/2 acre). No resubdivision of any Lot shall be permitted.

C. Dwelling Size.

All single family dwellings shall contain not less than 1,600 square feet of enclosed living space, exclusive of porches (open or covered), decks, and garages; provided however, that the Committee may reduce this requirement for individual Lots as provided in Article II, paragraph B.2. above.

D. Building Materials and Construction.

1. All single family dwellings shall be of recognized standard construction quality, and shall be built in strict compliance with the plans, specifications and other criteria approved by the Committee under Article II above.

2. All residences shall have a minimum of seventy-five percent (75%) of their exterior walls of the ground floor of stone or masonry construction. In computing the percentage, the following shall be excluded from the total area of the exterior walls: (1) all gables and (2) all windows and door openings; but all exterior stone and masonry used in fireplaces and chimneys and in the walls of an attached garage may be included in the percentage stone or masonry used.

3. All residences shall be built in place on the Lots, and use of prefabricated components of such residences (such as rooms or walls) shall be permitted only with Committee approval of an exception hereto as provided in Article II.

E. Setback Requirements.

Building setbacks shall be no less than those shown on the plat of the subdivision. If the plat fails to specify building setbacks for any Lots, such setbacks shall be a minimum of thirty-five (35) feet from the front property line of the Lot and no less than ten (10) feet from any other property line. For purposes of this provision, eaves, steps and open porches shall not be considered as part of the building; provided, however that this shall not be construed to allow any such structure to encroach upon another Lot.

F. Yards, Fences and Hedges.

Each owner shall keep all shrubs, trees, grass, and plantings of every kind on such owner's Lot cultivated, pruned, and free of trash and other unsightly material. The Committee or its representatives or agents shall have the

right at any reasonable time to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon and also to repair and maintain all fences thereon, and may charge the cost thereof to the owner of the Lot. The Committee may bring suit in law or equity to collect any amounts charged hereunder.

G. Tanks.

No elevated storage tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be screened so as not to be visible from any other portion of the property, unless the Committee approves an exception hereto as provided in Article II.

H. Satellite Dishes.

All satellite dishes upon any Lot shall be screened so as not to be visible from any other Lot or from any roads within the subdivision, unless the Committee approves an exception hereto as provided in Article II.

I. Easements.

Within easements shown on the plat, no structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements except that driveways, sidewalks and fences, as approved by the Committee, may be placed thereon. 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.

J. Construction.

All construction on a Lot must be completed within twelve (12) months of beginning construction on said Lot. Construction shall begin, for purposes of this provision, upon the laying of the foundation.

IV.
PROHIBITED USES

A. Oil, Gas, Mineral, Mining and Excavation.

No oil, gas, mineral, mining or excavation operations of any kind or character, no drilling or prospecting for oil, gas or other minerals, no oil, gas or other mineral development operations, refining, quarrying, or mining operations shall at any time be permitted upon any Lot or other area within the subdivision. No oil wells, derricks, tanks, tunnels, mineral excavations or shafts designed for oil or gas production or exploration or for the mining of any other mineral shall ever be permitted upon any Lot or any other area of the subdivision.

B. Pets, Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other small or domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose on any Lot. No animal shall be allowed to make an unreasonable amount of noise, or to become a

nuisance, and no domestic pet will be allowed within the subdivision unless on the Lot of its owner or confined to a leash. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times.

C. Temporary Structures or Emplacements.

No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicle without a current license tag, or any tent, shack, barn or storage shed, shall be erected, placed, driven onto, altered, or permitted to remain on any Lot at anytime, either temporarily or permanently, unless the Committee approves an exception hereto as provided in Article II hereof. No boats, boat trailers, recreational travel trailers, motor homes, or similar property shall be allowed to remain on any Lot in view of the street for more than forty-eight (48) hours in any seven (7) day period. No motor vehicle shall be parked on or beside any roadside within the subdivision overnight. Except as herein provided, each and every Lot of the subdivision is intended solely for the erection of a single family dwelling and attached garages, and therefore no mobile home or preconstructed building of any kind may be located on any Lot for any purpose. This provision shall not apply to vehicles, equipment or temporary structures utilized by the Developer, contractors or subcontractors when engaged in construction, repair work, or such work as may reasonably be necessary for the completion of the subdivision as a residential community, and for the disposition of Lots by sale, lease, or otherwise.

D. Signs.

No signs of any kind shall be displayed for public view on any Lot, except that one sign of not more than five (5) square feet in size advertising the property for sale or rent or used by a builder to advertise the property may be permitted. The "For Sale" sign on any new construction shall be subject to approval by the Developer or its duly authorized agents. All merchandising, advertising and sales programs in the subdivision shall be subject to approval by the Developer or its duly authorized agents and shall be in conformity with the general marketing plan for the subdivision.

E. Nuisances.

No noxious or offensive activities of any kind shall be permitted upon any Lot, nor shall anything be done thereon which constitutes a nuisance or which may be or may become an annoyance to the neighborhood.

V.
UTILITIES

A. Garbage and Refuse.

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lots and no odors shall be permitted to arise therefrom so as to render the Lots or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

B. Water and Supply and Sewage Disposal.

No individual water supply shall be permitted on any Lot, except such wells as may already be in existence. No individual sewage disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all applicable governmental bodies. Approval of such system as installed shall be obtained from such authorities.

VI.
ENFORCEABILITY

A. Term.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the Lots within the subdivision has been recorded, setting forth the amendments to these covenants.

B. Means of Enforcement.

Enforcement shall be by the Developer, the Committee, or the owner of any interest in a Lot within the subdivision, by means of a 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. Reasonable attorney's fees shall be allowed to any party prevailing in an action in any court of competent jurisdiction to enforce any of the provisions contained in this instrument.

C. Severability of Provisions.

Invalidation of any of these covenants, conditions, easements or restrictions by judgment or Court Order shall not affect any of the other provisions herein, and this Declaration shall be construed as if such invalid provision had never been contained herein, and the rights, duties and obligations of all parties under this Declaration shall be construed and enforced accordingly.

D. Nonexclusivity.

The covenants, conditions and restrictions created hereby are in addition to, and are not intended to be a modification or amendment of, any other valid, enforceable covenants, conditions or restrictions of record and applicable to the Lots.

EXECUTED this 22 day of MARCH, 1985.

"DEVELOPER"

HIGHLAND VENTURES, INC.

By: Timothy Timmerman
Timothy Timmerman,
President

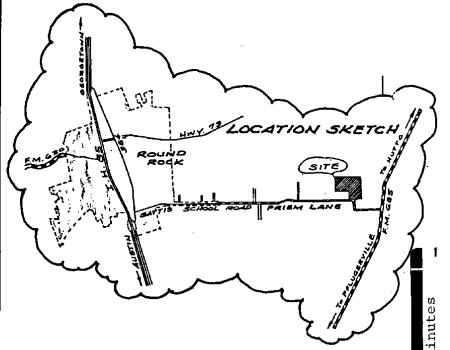
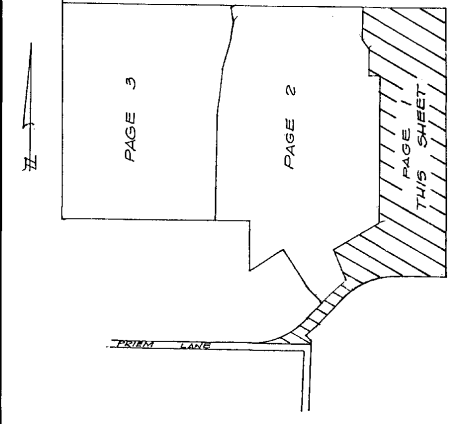
HUNTINGTON TRAILS

9529
FILED FOR RECORD
at 3:00 o'clock P.M.

MAR 18 1985

JAMES N. BOYDSTON
Clay County Court, Williamson Co., Tenn.
By *Waine J. Haggerty*

CABINET F
SLIDE 343



Commissioners Court Minutes
Volume 87 Page 371
To grant abandonment of a 10 ft. PUE on the south side of Lot 8.

Variance granted for Lot 145
3/15/93 COMMISSIONERS COURT
MINUTES VOL. 58 PG. 261

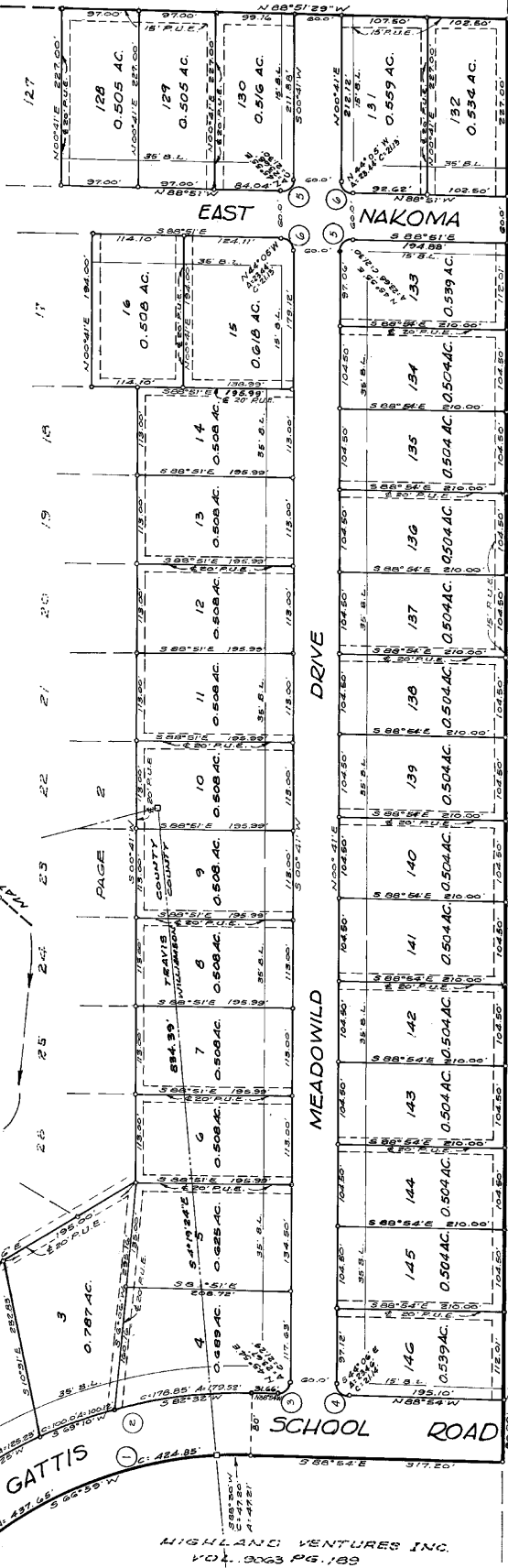
HIGHLAND VENTURES INC.
VOL. 3063 PG. 189

PRIM LANE

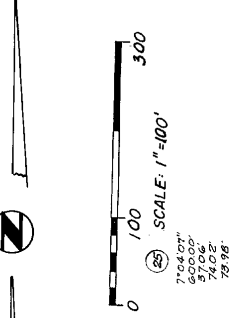
LEGEND
• IRON PIN FOUND
○ IRON PIN SET
□ CONCRETE MONUMENT SET

NOTE: BEARINGS ON COUNTY LINE HAVE BEEN ROTATED TO CONFORM TO THOSE USED IN THIS SUB-DIVISION FROM RECORD.

TIMMERMAN INVESTMENTS
VOL. 3373 PG. 644 T. C. D. R.
VOL. 363 PG. 632 W. C. D. R.



THE COLOR R. # 85
TIMMERMAN
D. S. 453, P. 85

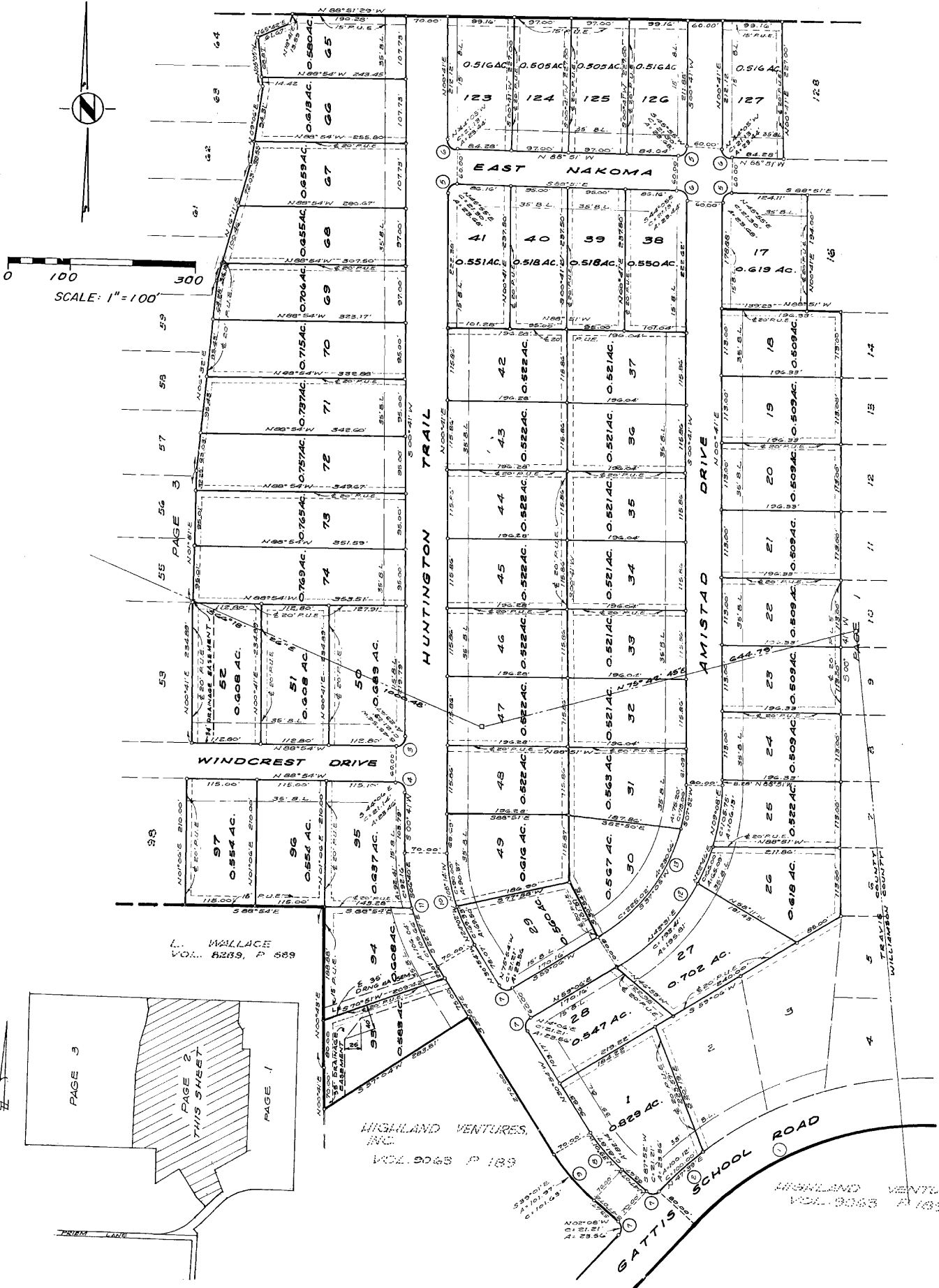


Curve #	Bearing	Distance	Curve #	Bearing	Distance
1	48°13'19"	600.00	12	69°24'54"	300.00
2	90°24'36"	15.00	13	90°24'28"	300.00
3	69°33'24"	15.00	14	90°24'28"	300.00
4	48°13'19"	600.00	15	90°24'28"	300.00
5	90°24'36"	15.00	16	69°24'54"	300.00
6	69°33'24"	15.00	17	90°24'28"	300.00
7	48°13'19"	600.00	18	90°24'28"	300.00
8	90°24'36"	15.00	19	69°24'54"	300.00
9	69°33'24"	15.00	20	90°24'28"	300.00
10	48°13'19"	600.00	21	90°24'28"	300.00
11	90°24'36"	15.00	22	69°24'54"	300.00
12	69°33'24"	15.00	23	90°24'28"	300.00
13	48°13'19"	600.00	24	90°24'28"	300.00
14	90°24'36"	15.00	25	69°24'54"	300.00
15	69°33'24"	15.00	26	90°24'28"	300.00
16	48°13'19"	600.00	27	90°24'28"	300.00
17	90°24'36"	15.00	28	69°24'54"	300.00
18	69°33'24"	15.00	29	90°24'28"	300.00
19	48°13'19"	600.00	30	90°24'28"	300.00

TIMMERMAN INVESTMENTS
VOL. 6373 PG. 644 T.C.D.R.
VOL. 669 PG. 692 W.C.D.R.

HUNTINGTON TRAILS

CABINET F SLIDE 344



L. WALLACE
VOL. 6239, P. 689

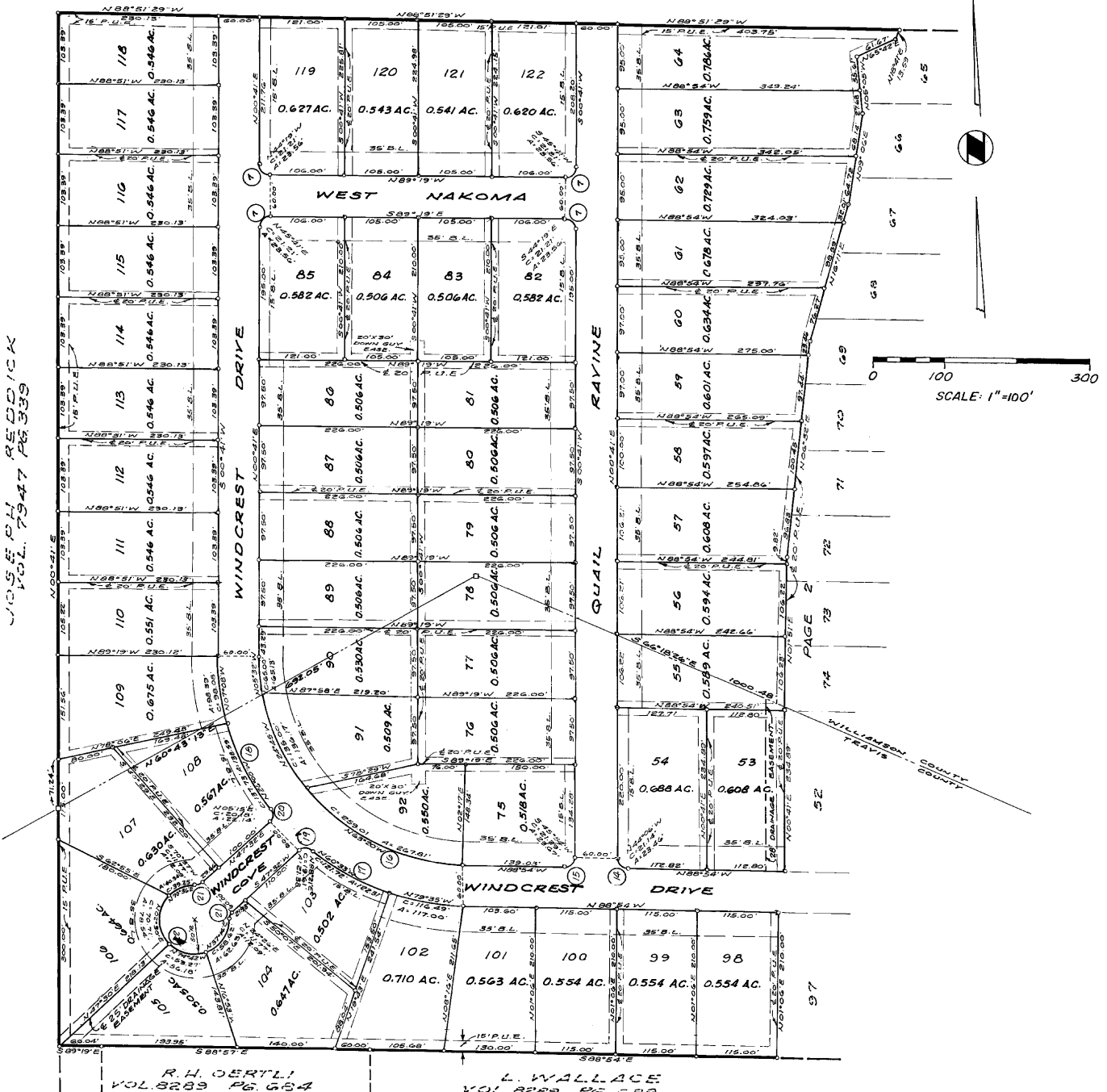
HIGHLAND VENTURES, INC.
VOL. 9063 P. 183

HIGHLAND VENTURES, INC.
VOL. 9063 P. 183

HUNTINGTON TRAILS

TIMMERMAN INVESTMENTS
VOL. 8373 PG. 644 T.C.D.R.
VOL. 869 PG. 692 W.C.D.R.

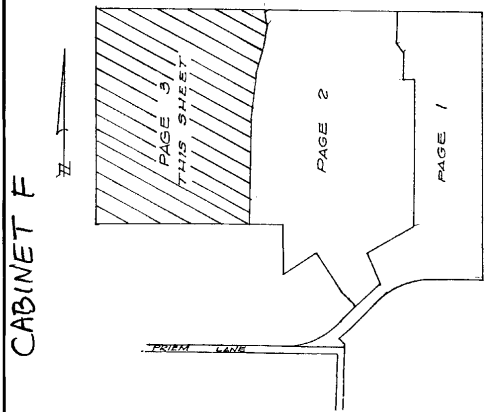
CABINET F
SLIDE 345



W.C.D.R. REDDICK
VOL. 7947 PG. 339

R.H. GERTLI
VOL. 8289 PG. 684

L. WALLACE
VOL. 8289 PG. 683



HUNTINGTON TRAILS

CABINET F SLIDE 346

FIELD NOTES FOR 100.849 ACRES OF LAND OUT OF AND A PART OF THE E. W. MATTHEWS SURVEY, ABSTRACT NO. 968 IN TRAVIS COUNTY, TEXAS, AND ABSTRACT NO. 449 IN WILLIAMSON COUNTY, TEXAS, SAID 100.849 ACRES BEING OUT OF 96.078 ACRES OF LAND CONVEYED TO HIGHLAND VENTURES, INC., BY DEED OF RECORD IN VOLUME 9063, PAGE 182, TRAVIS COUNTY DEED RECORDS, AND VOLUME 1150, PAGE 221, WILLIAMSON COUNTY DEED RECORDS, AND 15.00 ACRES OF LAND CONVEYED TO HIGHLAND VENTURES, INC., BY DEED OF RECORD IN VOLUME 9063, PAGE 189, TRAVIS COUNTY DEED RECORDS, AND VOLUME 1150, PAGE 216, WILLIAMSON COUNTY DEED RECORDS; SAID 100.849 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake found on the north line of Priem Lane, being the southwest corner of the first 100.00 acre tract, and from said point an iron stake for the southwest corner of the Pfluger tract bears N 88° 56' W, 2389.55 feet;

THENCE, along the north right-of-way line of Gattis School Road, the following three (3) courses and distances:

1. Along a curve to the left whose radius is 520.00 feet and whose long chord bears N 67° 00' E, a distance of 425.00 feet to an iron stake;
2. N 42° 52' E, a distance of 140.39 feet to an iron stake;
3. Along a curve to the left whose radius is 15.00 feet and whose long chord bears N 02° 08' W, a distance of 21.21 feet to an iron stake;

THENCE, N 47° 07' W, a distance of 53.67 feet to an iron stake;

THENCE, along a curve to the right whose radius is 359.99 feet and whose long chord bears N 39° 01' W, a distance of 101.63 feet to an iron stake;

THENCE, N 30° 54' W, a distance of 270.00 feet to an iron stake;

THENCE, S 57° 04' W, a distance of 283.81 feet to an iron stake in the west line of the above referenced first 100.00 acre tract;

THENCE, along the west line of the said 100.00 acre tract, the following two (2) courses and distances:

1. N 00° 41' E, a distance of 70.00 feet to an iron stake found;
2. N 00° 43' E, a distance of 268.88 feet to an iron stake found for an interior corner of the above referenced Tract One;

THENCE, along the south line of said Tract One, the following two (2) courses and distances:

1. N 88° 54' W, a distance of 810.68 feet to an iron stake found;
2. N 88° 57' W, a distance of 393.95 feet to an iron stake found for the southwest corner of the first 100.00 acre tract and also being the southeast corner of the second 100.00 acre tract as described in Volume , Page , of the Williamson County, Texas, Deed Records;

THENCE, along the south line of the second 100.00 acre tract, N 89° 19' W, a distance of 60.04 feet to an iron stake found for the southwest corner of the second 100.00 acre tract;

THENCE, along the west line of the second 100.00 acre tract, N 00° 41' E, a distance of 1498.90 feet to an iron stake set for the northwest corner of the herein described tract;

THENCE, S 88° 51' 29" E, a distance of 2580.81 feet to an iron stake set on or near the E. W. Matthews Survey corner for the northeast corner of the herein described tract;

THENCE, along or near the east line of the E. W. Matthews Survey S 00° 41' W, a distance of 1765.02 feet to an iron stake set in the south right-of-way line of Gattis School Road;

THENCE, continuing with the east line of the E. W. Matthews Survey, S 00° 47' W 80.00 feet to an iron stake set;

THENCE, along the south right-of-way line of Gattis School Road, the following nine (9) courses and distances:

1. N 88° 54' W, a distance of 317.20 feet to an iron stake;
2. Along a curve to the left whose radius is 520.00 feet and whose long chord bears S 66° 59' W, a distance of 424.85 feet to an iron stake;
3. S 42° 52' W, a distance of 240.39 feet to an iron stake;
4. Along a curve to the right whose radius is 600.00 feet and whose long chord bears S 46° 25' W, a distance of 73.98 feet to an iron stake;
5. Along a curve to the left whose radius is 15.00 feet and whose long chord bears S 05° 39' W, a distance of 20.95 feet to an iron stake;
6. S 38° 40' E, a distance of 29.54 feet to an iron stake set in the west line of the fifteen acre tract conveyed to Theodor R. Timmerman by deed of record in Volume 8281, Page 246, of the Travis County, Texas, Deed Records;
7. S 00° 31' W, a distance of 32.95 feet to an iron stake found;
8. N 87° 27' W, a distance of 327.72 feet to an iron stake found;
9. N 88° 53' W, a distance of 84.97 feet to the POINT OF BEGINNING, containing 100.849 acres of land.

I HEREBY CERTIFY THAT THE ABOVE FIELD NOTES REPRESENT THE RESULTS OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION; THAT THESE RESULTS ARE TRUE AND ACCURATE THIS TWENTY-SEVENTH DAY OF NOVEMBER, 1984.

Howard Dorris
 HOWARD DORRIS
 PUBLIC SURVEYOR # 2018
 DORRIS ENGINEERING CO.
 3600 Bee Caves Road, Suite 104
 Austin, Texas 78746
 A.C. 512 Ph. 326-0820

DRIVEWAY NOTES:
 1. LOT 1 SHALL HAVE DRIVEWAY ACCESS TO HUNTINGTON TRAIL ONLY.
 2. LOTS 2 & 3 SHALL SHARE A COMMON DRIVE OFF GATTIS SCHOOL ROAD.
 3. LOTS 4 & 14G SHALL HAVE DRIVEWAY ACCESS TO MEADOWWILD DRIVE ONLY.
 4. RESTRICTIONS RECORDED IN VOLUME PAGE TRAVIS COUNTY DEED RECORDS.

SUBDIVISION STREET LENGTHS

STREET NAME	TRAVIS COUNTY		WILLIAMSON COUNTY		TOTAL
AMISTAD DRIVE	750.10		1087.04		1837.14
EAST NAKOMA	NONE		1149.72		1149.72
GATTIS SCHOOL ROAD	1132.20		367.59		1500.19
HUNTINGTON TRAIL	1002.28		1151.17		2153.45
MEADOWWILD DRIVE	NONE		1806.21		1806.21
QUAIL RAVINE	380.96		876.60		1257.56
WEST NAKOMA	NONE		512.00		512.00
WINDCREST COVE	260.00		NONE		260.00
WINDCREST DRIVE	1290.26		955.42		2245.68
	4815.80		7949.15		12,764.95

WILLIAMSON COUNTY CLERK
OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 8509529

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN THE PLAT RECORDS

IN CABINET F SLIDE(S) 343

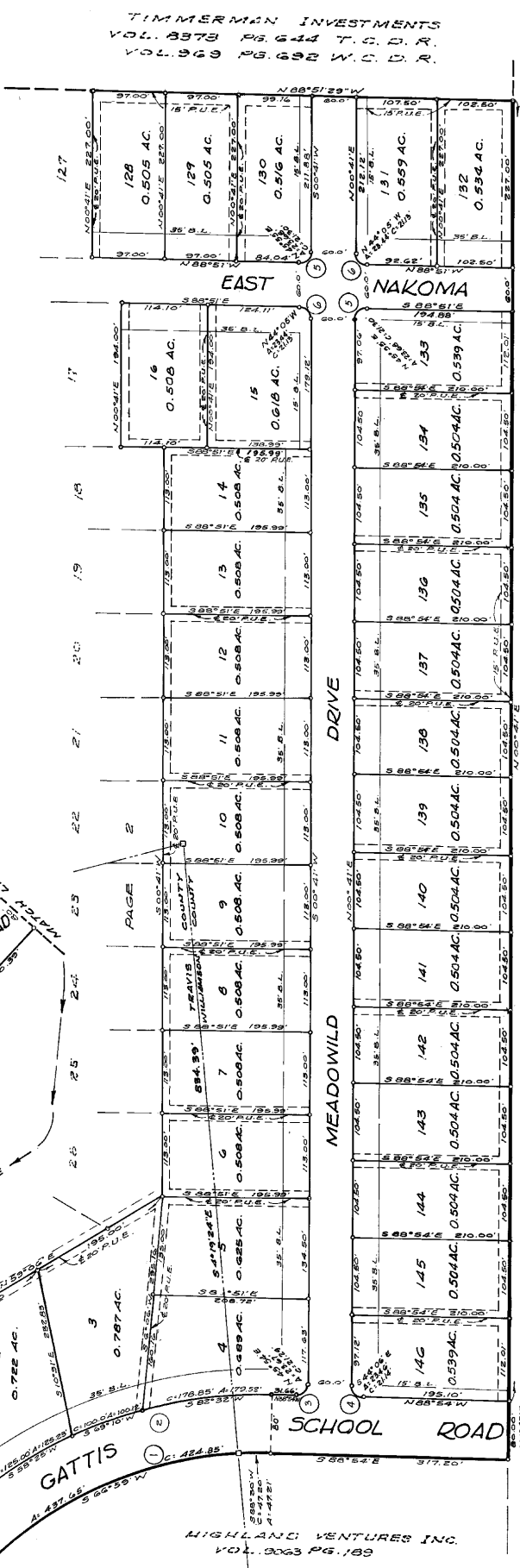
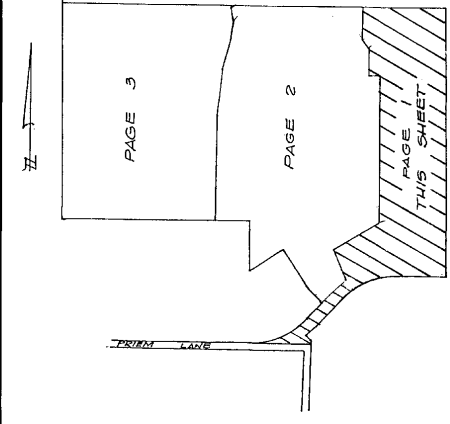
HUNTINGTON TRAILS

9529
FILED FOR RECORD
at 3:00 o'clock P.M.

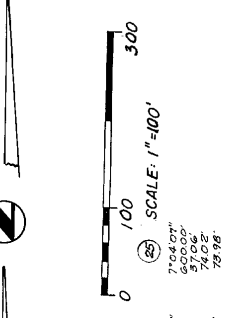
MAR 18 1985

JAMES N. BOYDSTON
Clay County Court, Williamson Co., Tenn.
By *Waine J. Hays* Attorney

CABINET F
SLIDE 343



THE COLOR R. # 85
TIMMERMAN
D. S. 453, P. 85



Curve No.	Bearing	Distance	Chord	Area
1	48°13'19"	600.00	520.00	300.00
2	90°24'36"	15.00	15.00	15.00
3	69°35'48"	300.00	250.00	150.00
4	90°24'28"	300.00	250.00	150.00
5	30°00'00"	15.00	15.00	15.00
6	10°13'49"	269.99	239.99	129.99
7	31°35'00"	290.00	250.00	125.00
8	10°13'49"	269.99	239.99	129.99
9	31°35'00"	290.00	250.00	125.00
10	31°35'00"	290.00	250.00	125.00
11	31°35'00"	290.00	250.00	125.00
12	69°35'48"	300.00	250.00	150.00
13	90°24'28"	300.00	250.00	150.00
14	69°35'48"	300.00	250.00	150.00
15	90°24'28"	300.00	250.00	150.00
16	46°11'15"	461.15	390.00	245.00
17	58°05'18"	580.52	490.00	315.00
18	46°11'15"	461.15	390.00	245.00
19	46°11'15"	461.15	390.00	245.00
20	46°11'15"	461.15	390.00	245.00
21	46°11'15"	461.15	390.00	245.00
22	272°22'26"	15.00	15.00	15.00
23	68°30'07"	483.07	400.00	255.00
24	48°14'08"	481.41	400.00	255.00
25	48°14'08"	481.41	400.00	255.00

Variance granted for Lot 145
3/15/93 COMMISSIONERS COURT
MINUTES VOL. 58 PG. 261

Commissioners Court Minutes
Volume 87 Page 371
To grant abandonment of a 10 ft.
PUE on the south side of Lot 8,

HIGHLAND VENTURES
INC.
VOL. 30633 PG. 183

LEGEND
• IRON PIN FOUND
○ IRON PIN SET
□ CONCRETE MONUMENT SET

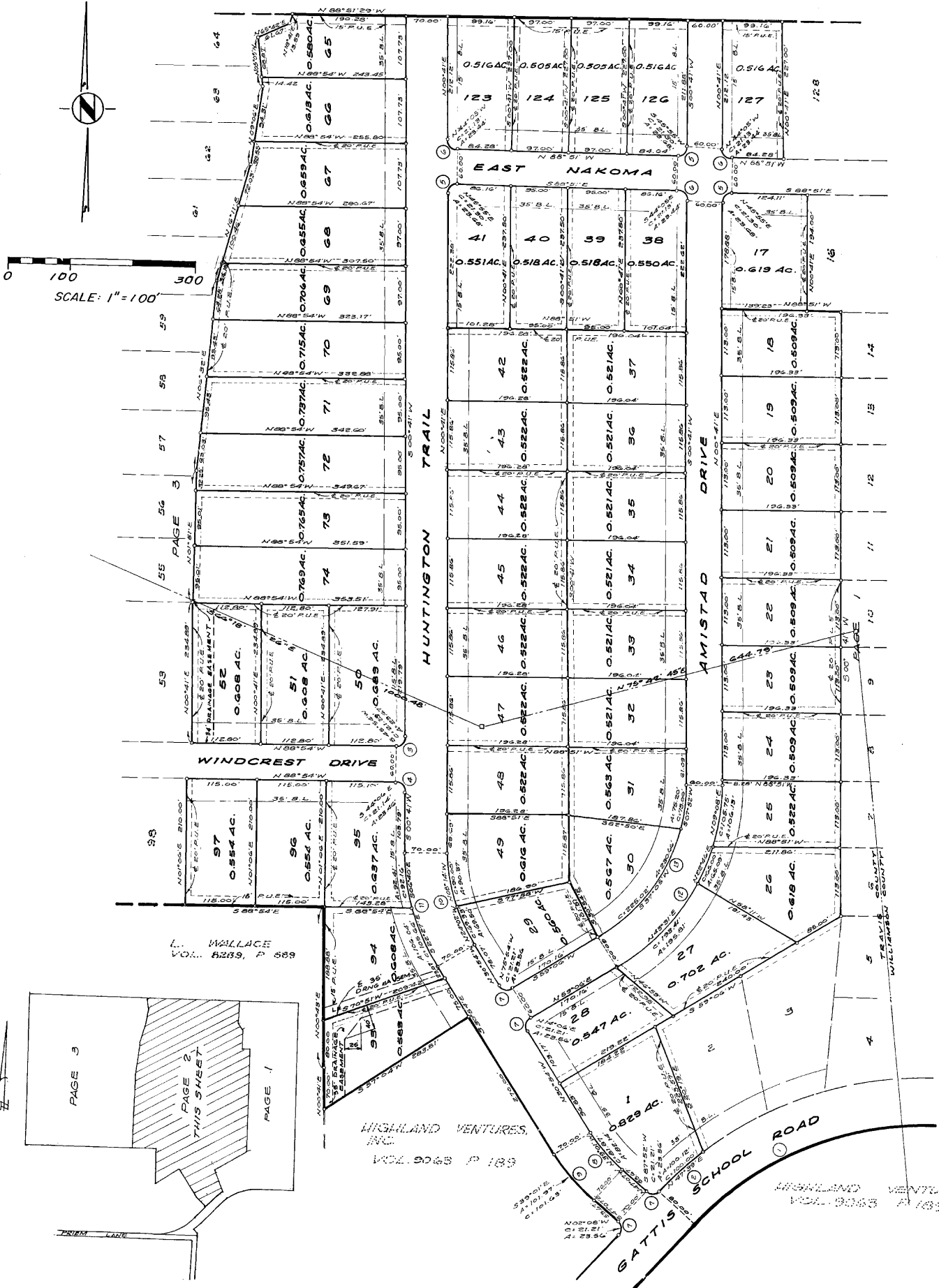
NOTE: BEARINGS ON COUNTY LINE HAVE BEEN ROTATED TO CONFORM TO THOSE USED IN THIS SUB-DIVISION FROM RECORD.

HIGHLAND VENTURES INC.
VOL. 30633 PG. 183

TIMMERMAN INVESTMENTS
VOL. 6373 PG. 644 T.C.D.R.
VOL. 669 PG. 692 W.C.D.R.

HUNTINGTON TRAILS

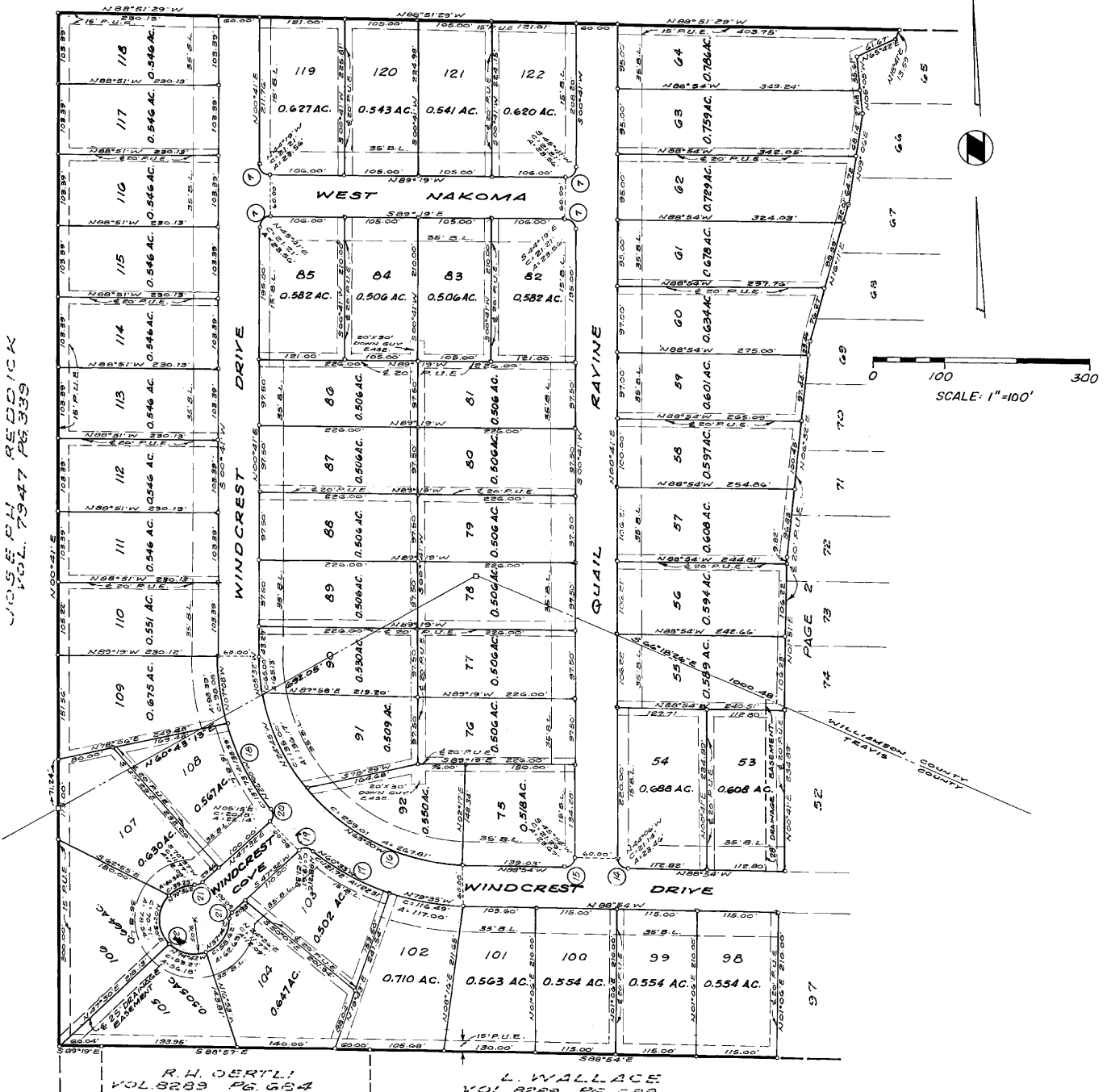
CABINET F SLIDE 344



HUNTINGTON TRAILS

TIMMERMAN INVESTMENTS
VOL. 8373 PG. 644 T.C.D.R.
VOL. 869 PG. 692 W.C.D.R.

CABINET F
SLIDE 345

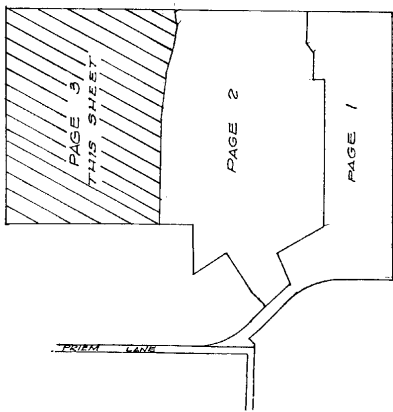


W.C.D.R. REDDICK
VOL. 7947 PG. 339

R.H. GERTLI
VOL. 8289 PG. 684

L. WALLACE
VOL. 8289 PG. 683

CABINET F



HUNTINGTON TRAILS

CABINET F SLIDE 346

FIELD NOTES FOR 100.849 ACRES OF LAND OUT OF AND A PART OF THE E. W. MATTHEWS SURVEY, ABSTRACT NO. 968 IN TRAVIS COUNTY, TEXAS, AND ABSTRACT NO. 449 IN WILLIAMSON COUNTY, TEXAS, SAID 100.849 ACRES BEING OUT OF 96.078 ACRES OF LAND CONVEYED TO HIGHLAND VENTURES, INC., BY DEED OF RECORD IN VOLUME 9063, PAGE 182, TRAVIS COUNTY DEED RECORDS, AND VOLUME 1150, PAGE 221, WILLIAMSON COUNTY DEED RECORDS, AND 15.00 ACRES OF LAND CONVEYED TO HIGHLAND VENTURES, INC., BY DEED OF RECORD IN VOLUME 9063, PAGE 189, TRAVIS COUNTY DEED RECORDS, AND VOLUME 1150, PAGE 216, WILLIAMSON COUNTY DEED RECORDS; SAID 100.849 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, along the north right-of-way line of Gattis School Road, the following three (3) courses and distances:

1. Along a curve to the left whose radius is 520.00 feet and whose long chord bears N 67° 00' E, a distance of 425.00 feet to an iron stake;
2. N 42° 52' E, a distance of 140.39 feet to an iron stake;
3. Along a curve to the left whose radius is 15.00 feet and whose long chord bears N 02° 08' W, a distance of 21.21 feet to an iron stake;

THENCE, N 47° 07' W, a distance of 53.67 feet to an iron stake;

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THENCE, N 30° 54' W, a distance of 270.00 feet to an iron stake;

THENCE, S 57° 04' W, a distance of 283.81 feet to an iron stake in the west line of the above referenced first 100.00 acre tract;

THENCE, along the west line of the said 100.00 acre tract, the following two (2) courses and distances:

1. N 00° 41' E, a distance of 70.00 feet to an iron stake found;
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4. Along a curve to the right whose radius is 600.00 feet and whose long chord bears S 46° 25' W, a distance of 73.98 feet to an iron stake;
5. Along a curve to the left whose radius is 15.00 feet and whose long chord bears S 05° 39' W, a distance of 20.95 feet to an iron stake;
6. S 38° 40' E, a distance of 29.54 feet to an iron stake set in the west line of the fifteen acre tract conveyed to Theodor R. Timmerman by deed of record in Volume 8281, Page 246, of the Travis County, Texas, Deed Records;
7. S 00° 31' W, a distance of 32.95 feet to an iron stake found;
8. N 87° 27' W, a distance of 327.72 feet to an iron stake found;
9. N 88° 53' W, a distance of 84.97 feet to the POINT OF BEGINNING, containing 100.849 acres of land.

I HEREBY CERTIFY THAT THE ABOVE FIELD NOTES REPRESENT THE RESULTS OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION; THAT THESE RESULTS ARE TRUE AND ACCURATE THIS TWENTY-SEVENTH DAY OF NOVEMBER, 1984.

Howard Dorris
 HOWARD DORRIS
 PUBLIC SURVEYOR # 2018
 DORRIS ENGINEERING CO.
 3600 Bee Caves Road, Suite 104
 Austin, Texas 78746
 A.C. 512 Ph. 326-0820

DRIVEWAY NOTES:
 1. LOT 1 SHALL HAVE DRIVEWAY ACCESS TO HUNTINGTON TRAIL ONLY.
 2. LOTS 2 & 3 SHALL SHARE A COMMON DRIVE OFF GATTIS SCHOOL ROAD.
 3. LOTS 4 & 14G SHALL HAVE DRIVEWAY ACCESS TO MEADOWWILD DRIVE ONLY.
 4. RESTRICTIONS RECORDED IN VOLUME PAGE TRAVIS COUNTY DEED RECORDS.

SUBDIVISION STREET LENGTHS

STREET NAME	TRAVIS COUNTY		WILLIAMSON COUNTY		TOTAL
	LENGTH	START	LENGTH	START	
AMISTAD DRIVE	750.10		1087.04		1837.14
EAST NAKOMA	NONE		1149.72		1149.72
GATTIS SCHOOL ROAD	1132.20		367.59		1500.19
HUNTINGTON TRAIL	1002.28		1151.17		2153.45
MEADOWWILD DRIVE	NONE		1806.21		1806.21
QUAIL RAVINE	380.96		876.60		1257.56
WEST NAKOMA	NONE		512.00		512.00
WINDCREST COVE	260.00		NONE		260.00
WINDCREST DRIVE	1290.26		955.42		2245.68
	4815.80		7949.15		12,764.95

