PLAT MAP RECORDING SHEET

INSTRUMENT # -- 2000072845 4 pgs

DEDICATOR – Martin J. Destefano

SUBDIVISION NAME : ANCIENT OAKS, SECTION 1

MAP RECORDED IN – CABINET T SLIDES 173, 174, 175 & 176

PROPERTY FORMERLY KNOWN AS – 78.289 acres (3,410,276 sq. ft.) out of 391.17 ac. J. H. Williams Sy, A 669 and Wayman Wells Sy, A 648 (Document #9540156).

HAND TO – Haynie & Associates (Beau Douglas 837-2446 x 207)

INSTRUMENT DATE – July 28, 2000

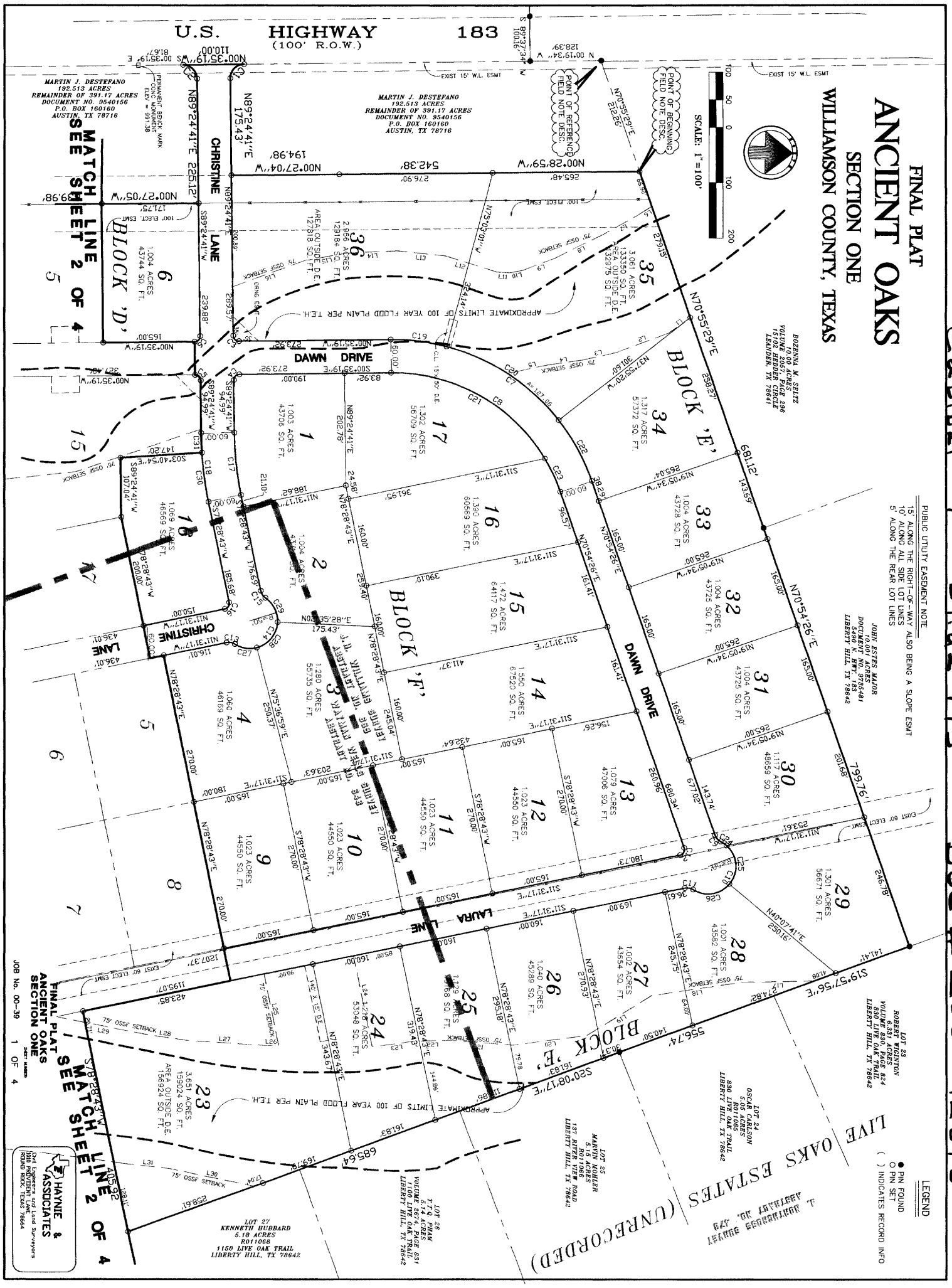
FILE DATE – OCTOBER 31, 2000

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

10-31-2000 11:27 AM 2000072845
ANDERSON $206.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

PHOTOGRAPHIC MYLAR



Cabinet T Slide 173 Doc # 20000728 45

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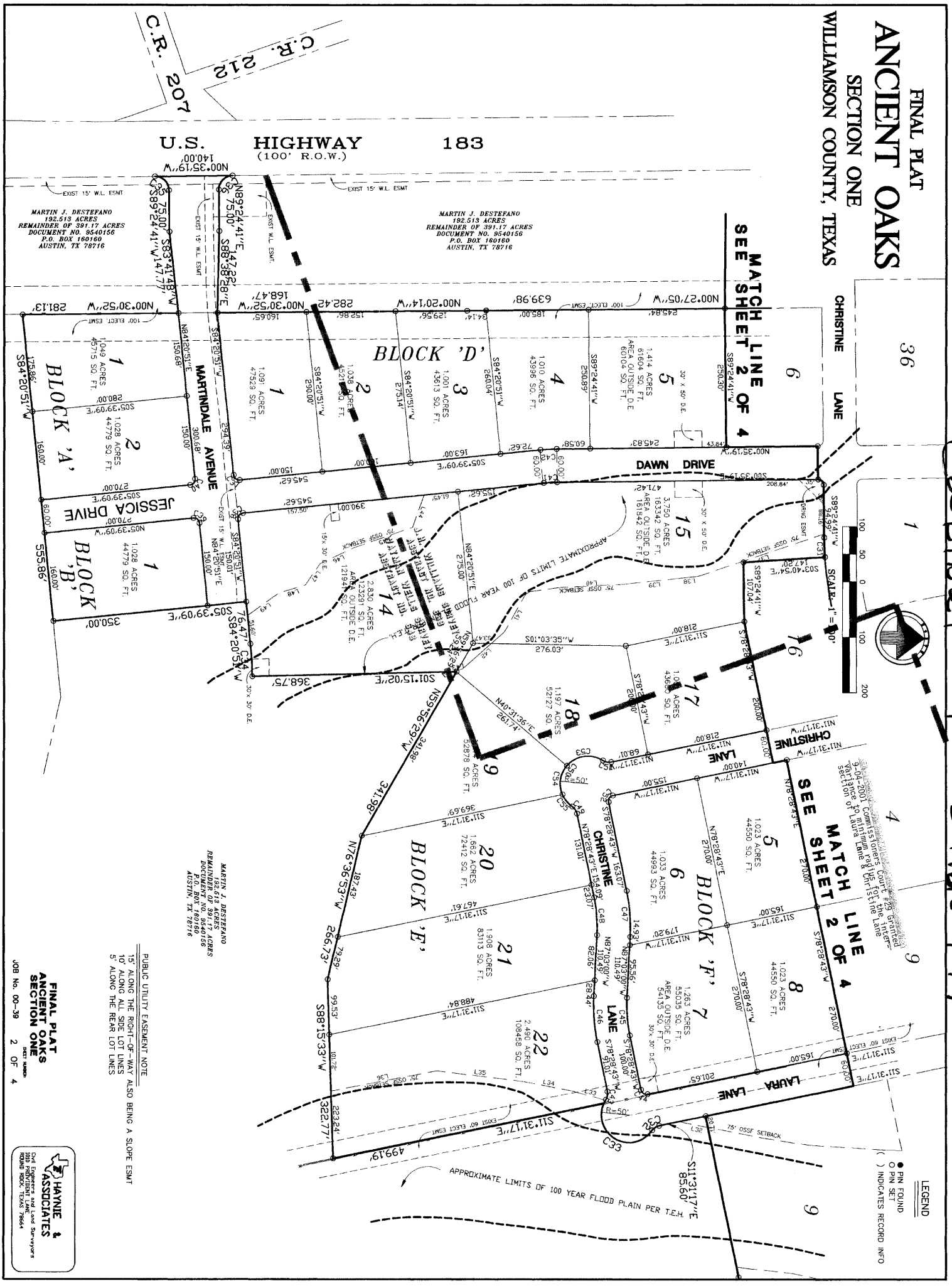


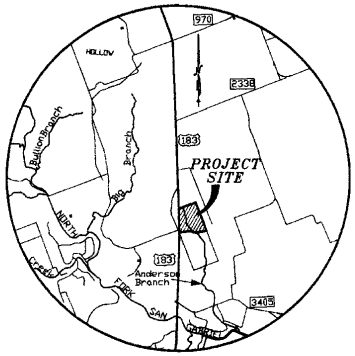
Cabinet I Slide 174

Cabinet T Slide 175

FINAL PLAT
ANCIENT OAKS
SECTION ONE
WILLIAMSON COUNTY, TEXAS

CURVE TABLE

NUMBER	DELTA	CD	TANGENT	RADIUS	LENGHT	CHORD
C1	90°00'00"	S45°35'19"E	25.00	25.00	39.27	35.36
C2	90°00'00"	S44°24'41"W	25.00	25.00	39.27	35.36
C3	90°00'00"	N44°24'41"E	10.00	10.00	15.71	14.14
C4	90°00'00"	N45°35'19"W	10.00	10.00	15.71	14.14
C5	90°00'00"	S44°24'41"W	10.00	10.00	15.71	14.14
C6	90°00'00"	S45°35'19"E	10.00	10.00	15.71	14.14
C7	71°29'45"	N35°09'33"E	273.54	380.00	474.18	444.01
C8	71°29'45"	N35°09'33"E	230.35	320.00	399.31	373.90
C9	44°24'55"	N48°41'59"E	8.16	20.00	15.50	15.12
C10	186°24'08"	S60°18'25"E	894.02	50.00	162.67	99.84
C11	44°24'55"	S10°41'11"W	8.16	20.00	15.50	15.12
C12	97°34'17"	S60°18'25"E	11.42	10.00	17.03	15.05
C13	44°24'55"	S10°41'11"W	8.16	20.00	15.50	15.12
C14	178°49'50"	N56°31'17"W	4899.49	50.00	156.06	99.99
C15	44°24'55"	S56°16'16"W	8.16	20.00	15.50	15.12
C16	90°00'00"	N56°31'17"W	10.00	10.00	15.71	14.14
C17	10°55'57"	S83°56'42"W	56.94	595.00	113.53	113.36
C18	10°55'57"	S83°56'42"W	62.68	655.00	124.98	124.79
C19	15°26'02"	N07°07'42"E	51.49	380.00	102.36	102.05
C20	37°13'58"	N33°27'41"E	128.00	380.00	246.94	242.61
C21	59°38'25"	N29°13'53"E	183.42	320.00	333.09	318.26
C22	18°49'46"	N61°29'33"E	63.01	380.00	124.88	124.32
C23	11°51'20"	N64°58'46"E	33.23	320.00	66.21	66.10
C24	15°07'01"	N34°03'01"E	6.63	50.00	13.19	13.15
C25	88°31'10"	N85°52'07"E	48.72	50.00	77.25	69.79
C26	82°45'57"	S08°29'26"E	44.05	50.00	72.23	66.11
C27	47°16'48"	N09°15'19"E	21.88	50.00	41.26	40.10
C28	73°01'31"	N50°53'47"W	37.02	50.00	63.73	59.50
C29	56°31'48"	S63°19'38"W	28.02	50.00	51.08	48.88
C30	07°50'23"	S82°23'55"W	44.88	655.00	89.62	89.55
C31	03°05'34"	S87°51'54"W	17.68	655.00	35.36	35.35
C32	44°24'55"	S33°43'44"E	8.16	20.00	15.50	15.12
C33	171°17'07"	S29°42'22"W	656.19	50.00	149.47	99.71
C34	04°24'06"	S86°32'54"W	29.21	760.00	58.39	58.37
C35	90°00'00"	S44°24'41"W	25.00	25.00	39.27	35.36
C36	90°00'00"	S45°35'19"E	25.00	25.00	39.27	35.36
C37	90°00'00"	S39°20'51"W	10.00	10.00	15.71	14.14
C38	90°00'00"	N50°39'09"W	10.00	10.00	15.71	14.14
C39	90°00'00"	N39°20'51"E	10.00	10.00	15.71	14.14
C40	90°00'00"	S50°39'09"E	10.00	10.00	15.71	14.14
C41	05°03'50"	N03°07'14"W	11.94	270.00	23.86	23.85
C42	05°03'50"	S03°07'14"E	14.59	330.00	29.17	29.16
C43	44°24'55"	N79°18'49"W	8.16	20.00	15.50	15.12
C44	90°00'00"	S33°28'43"W	10.00	10.00	15.71	14.14
C45	14°28'16"	S85°42'52"W	34.28	270.00	68.19	68.01
C46	14°28'16"	S85°42'52"W	41.90	330.00	83.35	83.13
C47	14°28'16"	S85°42'52"W	41.90	330.00	83.35	83.13
C48	14°28'16"	S85°42'52"W	34.28	270.00	68.19	68.01
C49	44°24'55"	S56°16'16"W	8.16	20.00	15.50	15.12
C50	178°49'50"	N56°31'17"W	4899.49	50.00	156.06	99.99
C51	44°24'55"	N10°41'11"E	8.16	20.00	15.50	15.12
C52	90°00'00"	N56°31'17"W	10.00	10.00	15.71	14.14
C53	82°22'03"	S08°17'23"E	43.75	50.00	71.88	65.85
C54	63°35'05"	S81°15'57"E	30.99	50.00	55.49	52.68
C55	32°52'42"	N50°30'09"E	14.75	50.00	28.69	28.30



VICINTY MAP

LOT CULVERT TABLE:

LOT	BLOCK	FACING	Q25	CULVERT
1	A	N	30.3	2-24" OR 2-28"x20" CMPS
2	A	N	35.9	2-24" CMPS
2	A	E	7.2	1-18" OR 1-21"x15" CMP
1	B	N	44.8	2-35"x24" CMPS
1	B	W	0	--
1	D	S	0	--
1	D	E	15.4	1-24" CMP
2	D	E	9.0	1-30" OR 1-42"x29" CMP
3	D	E	13.5	1-30" OR 1-35"x24" CMP
4	D	E	20.2	1-24" OR 1-28"x20" CMP
5	D	E	26.9	1-24" OR 1-24"x18" CMP
6	D	E	5.1	1-18" OR 1-21"x15" CMP
6	D	N	0	--
14	E	S	0	--
14	E	W	0	--
15	E	N	0	--
16	E	N	0	--
16	E	E	0	--
17	E	E	0	--
18	E	E	0	--
19	E	N	0	--
20	E	N	0	--
21	E	N	0	--
22	E	N	0	--
23	E	W	0	--
24	E	W	0	--
25	E	W	0	--
26	E	W	0	--
27	E	W	0	--
28	E	W	0	--
29	E	SW	0	--
30	E	SE	10.1	1-24x18" CMP
31	E	SE	10.1	1-24"x18" CMP
32	E	SE	10.1	1-24"x18" CMP
33	E	SE	4.1	1-18" OR 1-21"x15" CMP
34	E	SE	4.1	1-18" OR 1-21"x15" CMP
35	E	SE	4.1	1-18" OR 1-21"x15" CMP
36	E	S	12.6	1-24" OR 1-28"x20" CMP
1	F	W	12.2	1-24" OR 1-28"x20" CMP
1	F	S	9.0	1-24"x18" CMP
2	F	S	4.5	1-18" OR 1-21"x15" CMP
3	F	SW	0	--
4	F	W	0	--
5	F	W	0	--
6	F	W	2.2	1-18" OR 21"x15" CMP
6	F	S	7.6	1-18" CMP
7	F	S	15.2	1-24" CMP
7	F	E	25.7	1-35"x24" CMP
8	F	E	17.2	1-35"x24" CMP
9	F	E	12.9	1-24" OR 1-28"x20" CMP
10	F	E	22.5	1-35"x24" CMP
11	F	E	22.5	1-35"x24" CMP
12	F	E	16.3	1-35"x24" CMP
13	F	E	16.3	1-35"x24" CMP
13	F	N	0	--
14	F	N	0	--
15	F	N	0	--
16	F	N	0	--
17	F	NW	8.2	1-18" CMP

OSSF EASEMENT

NUMBER	DIRECTION	DISTANCE
L1	S35°35'27"E	47.32'
L2	S20°02'36"E	102.58'
L3	S12°37'51"E	60.65'
L4	S07°58'08"E	64.19'
L5	S11°54'00"E	54.29'
L6	S32°09'52"E	85.41'
L7	S28°49'17"E	76.23'
L8	S26°23'25"E	94.88'
L9	S20°30'24"E	63.59'
L10	S11°02'57"E	24.82'
L11	S03°34'47"W	22.36'
L12	S17°30'59"W	96.04'
L13	S05°54'42"W	87.89'
L14	S02°22'17"E	89.08'
L15	S09°55'13"E	78.70'
L16	S19°50'45"E	138.40'
L17	S00°54'04"E	131.36'
L18	S08°27'19"E	163.65'
L19	S31°26'09"E	137.28'
L20	S07°23'15"E	135.07'
L21	S04°39'41"W	110.19'
L22	N01°32'27"W	69.77'
L23	S07°41'27"E	62.20'
L24	S75°38'43"W	166.22'
L25	N79°28'43"E	131.59'
L26	N00°45'40"E	87.05'
L27	S03°46'24"W	140.67'
L28	S08°42'24"W	77.06'
L29	S11°04'25"W	152.14'
L30	S11°55'37"W	157.30'
L31	S06°22'38"W	75.82'
L32	N11°04'25"E	152.14'
L33	S15°26'18"W	60.12'
L34	S11°05'45"W	93.33'
L35	S07°02'02"W	156.99'
L36	S10°51'23"E	193.71'
L37	S18°43'06"E	237.61'
L38	N06°20'53"W	19.21'
L39	N05°56'15"W	106.79'
L40	S02°59'51"E	118.77'
L41	S60°31'18"E	78.60'
L42	S41°18'46"E	99.62'
L43	S11°02'40"E	26.43'
L44	S70°21'50"E	61.79'
L45	S19°09'16"E	112.23'
L46	S25°28'23"E	67.62'
L47	S55°01'59"E	46.30'
L48	S17°51'21"E	50.87'
L49	S35°24'00"E	69.63'

NOTES:

1. THERE WILL BE A 25' FRONT BUILDING SETBACK ON ALL LOTS EXCLUDING LOTS 7-13, BLOCK 'F';ON LOTS 7-13, BLOCK 'F', THE FRONT BUILDING SETBACK WILL CONCUR WITH THE EXISTING ELECTRIC EASEMENT.
2. THERE WILL BE A 15' SIDE BUILDING SETBACK ON ALL LOTS EXCLUDING LOT 5, BLOCK 'B', LOT 9, 22, 29 & 30, BLOCK 'E', ON LOT 5, BLOCK 'B', LOT 9, 22, 29 & 30, BLOCK 'E' THE SIDE BUILDING SETBACK WILL CONCUR WITH THE EXISTING ELECTRIC EASEMENT.
3. THERE WILL BE A 15' P.U.E. ALONG THE FRONT OF EACH LOT, A 10' P.U.E. ALONG ALL SIDE LOT LINES AND A 5' P.U.E. ALONG ALL REAR LOT LINES.
4. WATER SERVICE TO BE PROVIDED BY CHISHOLM TRAIL SPECIAL UTILITIES DISTRICT.
5. WASTEWATER SERVICE TO BE PROVIDED BY ON-SITE SEPTIC FACILITIES.
6. NO STRUCTURE OR LAND ON THIS BLUE LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
7. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS BLUE LINE (SURVEY) AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
8. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
9. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURENCE OF THE BASE FLOOD DISCHARGE.
10. NO DEVELOPMENT SHALL BEGIN ON LOTS 5-9, 13-15, 18, 22-26, 35 AND 36, BLOCK 'E' AND LOTS 2, 3 AND 5, BLOCK 'B', PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED.
11. THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH PROSPECTIVE BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATION IS MADE FOR DEVELOPMENT PERMITS.
12. ACCESS TO LOT 5, BLOCK 'E', WILL BE RESTRICTED TO SUE CIRCLE. ACCESS TO LOT 15, BLOCK 'E', WILL BE RESTRICTED TO CHRISTINE LANE.
13. 100 YEAR FLOOD PLAIN DETERMINED BY T. E. HAYNIE AND ASSOC.
14. PERMANENT BENCHMARK IS A CONCRETE MONUMENT LOCATED ON THE WEST PROPERTY LINE, APPROXIMATELY 81 LINEAR FEET SOUTH OF MARTINDALE AVENUE. ELEV: 991.38

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

FINISHED FLOOR ELEVATION TABLE

BLOCK	LOT	MINIMUM FINISHED FLOOR ELEVATION
BLOCK 'E'	14	966
BLOCK 'E'	15	975
BLOCK 'E'	18	967
BLOCK 'E'	22	963
BLOCK 'E'	23	968
BLOCK 'E'	24	971
BLOCK 'E'	25	972
BLOCK 'E'	26	972
BLOCK 'E'	35	987
BLOCK 'E'	36	980

OWNER : MARTIN J. DESTEFANO
P.O. BOX 160160
AUSTIN, TEXAS 78716
ACREAGE : 78.289 ACRES
SURVEY : J.H. WILLIAMS SURVEY ABSTRACT NO. 669
WAYMAN WELLS SURVEY ABSTRACT NO. 648
NUMBER OF LOTS : 49
NUMBER OF BLOCKS : 5
LINEAR FEET OF STREETS : 774.8 (70' R.O.W.)
6353.3 (60' R.O.W.)
PROPOSED USE : SINGLE-FAMILY

FINAL PLAT
ANCIENTS OAKS
SECTION ONE
SHEET NUMBER
JOB No. 98-119 3 OF 4

HAYNIE & ASSOCIATES
Civil Engineers and Land Surveyors
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

PHOTOGRAPHIC MYLAR

Cabinet T Slide 176

FINAL PLAT
ANCIENT OAKS
SECTION ONE
WILLIAMSON COUNTY, TEXAS

FIELD NOTES DESCRIPTION
OF 78.289 ACRES

FIELD NOTES DESCRIPTION OF 78.289 ACRES (3,410,276 SQ. FT.) OF LAND OUT OF THE J.H. WILLIAMS SURVEY ABSTRACT NO. 669 AND THE WAYMAN WELLS SURVEY ABSTRACT NO. 648 SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID 78.289 ACRE TRACT BEING A PORTION OF THAT CERTAIN 391.17 ACRE TRACT AS CONVEYED TO MARTIN J. DESTEFANO AS DESCRIBED IN A GENERAL WARRANTY DEED IN DOCUMENT NO. 9540156 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), WILLIAMSON COUNTY, TEXAS, SAID 78.289 ACRE (3,410,276 SQ. FT.) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT AN 1/2" IRON ROD FOUND, SAID POINT BEING IN THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 183 (100' R.O.W.) AND SAME POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN 10.00 ACRE TRACT AS CONVEYED TO BOZENNA M. SELTZ AS DESCRIBED IN VOLUME 2057, PAGE 296 OF THE W.C.D.R., FOR THE POINT OF REFERENCE;

THENCE, N 70° 55' 29" E, A DISTANCE OF 212.26 FEET DEPARTING THE EASTERLY R.O.W LINE OF U.S. HIGHWAY 183 AND ALONG THE SOUTHERLY LINE OF SAID 10.00 ACRE TRACT TO AN 1/2" IRON ROD SET FOR THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, N 70° 55' 29" E, A DISTANCE OF 681.12 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID 10.00 ACRE TRACT TO AN 1/2" IRON ROD FOUND, SAID POINT BEING THE SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN 10.001 ACRE TRACT AS CONVEYED TO JOHN ESTES MAJOR AS DESCRIBED IN DOCUMENT NO. 9735481 OF THE W.C.D.R. FOR AN ANGLE POINT;

THENCE, N 70° 54' 26" E, A DISTANCE OF 799.76 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID 10.001 ACRE TRACT TO AN 1/2" IRON ROD FOUND, SAID POINT BEING THE SOUTHEAST CORNER OF SAID 10.001 ACRE TRACT AND IN THE WESTERLY LINE OF LOT 23, LIVE OAKS ESTATES (UNRECORDED) AND ALSO BEING THE WESTERLY LINE OF THE J. NORTHCROSS SURVEY ABSTRACT NO. 478 FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE WESTERLY LINE OF LIVE OAK ESTATES (UNRECORDED) LOTS 23 THROUGH 27 AND THE EASTERLY LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 19° 57' 56" E, A DISTANCE OF 556.74 FEET TO AN 1/2" IRON ROD FOUND,
2. S 20° 08' 17" E, A DISTANCE OF 685.64 FEET TO AN 1/2" IRON ROD FOUND,
3. S 19° 42' 17" E, A DISTANCE OF 258.61 FEET TO AN 1/2" IRON ROD FOUND,

FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING THE WESTERLY LINE OF SAID LIVE OAK ESTATES (UNRECORDED) AND THROUGH THE INTERIOR OF SAID 391.17 ACRE TRACT THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1. S 78° 28' 43" W, A DISTANCE OF 405.32 FEET TO AN 1/2" IRON ROD SET;
2. S 11° 31' 17" E, A DISTANCE OF 65.50 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
3. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 44° 24' 55", AN ARC LENGTH OF 15.50 FEET AND A CHORD WHICH BEARS S 33° 43' 44" E, A DISTANCE OF 15.12 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
4. CONTINUING ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 171° 17' 07", AN ARC LENGTH OF 149.47 FEET AND A CHORD WHICH BEARS S 29° 42' 21" W, A DISTANCE OF 99.71 FEET TO AN 1/2" IRON ROD SET;
5. S 11° 31' 17" E, A DISTANCE OF 499.19 FEET TO AN 1/2" IRON ROD SET;
6. S 68° 15' 33" W, A DISTANCE OF 122.77 FEET TO AN 1/2" IRON ROD SET;
7. N 76° 36' 53" W, A DISTANCE OF 266.73 FEET TO AN 1/2" IRON ROD SET;
8. N 59° 56' 29" W, A DISTANCE OF 341.98 FEET TO AN 1/2" IRON ROD SET;
9. S 01° 15' 02" E, A DISTANCE OF 368.75 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
10. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 04° 34' 07", AN ARC LENGTH OF 58.39 FEET AND A CHORD WHICH BEARS S 88° 32' 59" W, A DISTANCE OF 58.38 FEET TO AN 1/2" IRON ROD SET;
11. S 84° 20' 51" W, A DISTANCE OF 76.47 FEET TO AN 1/2" IRON ROD SET;
12. S 05° 39' 09" E, A DISTANCE OF 390.00 FEET TO AN 1/2" IRON ROD SE
13. S 84° 20' 51" W, A DISTANCE OF 555.86 FEET TO AN 1/2" IRON ROD SET;
14. N 00° 30' 52" W, A DISTANCE OF 281.13 FEET TO AN 1/2" IRON ROD SET;
15. S 83° 41' 48" W, A DISTANCE OF 147.77 FEET TO AN 1/2" IRON ROD SET;
16. S 59° 24' 41" W, A DISTANCE OF 75.00 FEET TO AN 1/2" IRON ROD SET; FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
17. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS S 44° 24' 41" W, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET, SAID POINT BEING IN THE AFOREMENTIONED EASTERLY R.O.W. LINE OF SAID U.S. HIGHWAY 183 FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, N 00° 35' 19" W, A DISTANCE OF 140.00 FEET CONTINUING ALONG THE EASTERLY R.O.W. LINE OF U.S. HIGHWAY 183 AND THE WESTERLY LINE OF THE HEREIN DESCRIBED TRACT TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, DEPARTING THE EASTERLY R.O.W LINE OF SAID U.S. HIGHWAY 183 AND THROUGH THE INTERIOR OF SAID 391.17 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS N 45° 35' 19" E, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET;
2. N 89° 24' 41" E, A DISTANCE OF 75.00 FEET TO AN 1/2" IRON ROD SET,
3. S 88° 38' 28" E, A DISTANCE OF 147.22 FEET TO AN 1/2" IRON ROD SET,
4. N 00° 30' 52" W, A DISTANCE OF 168.47 FEET TO AN 1/2" IRON ROD SET,
5. N 00° 20' 14" W, A DISTANCE OF 282.42 FEET TO AN 1/2" IRON ROD SET,
6. N 00° 27' 05" W, A DISTANCE OF 638.98 FEET TO AN 1/2" IRON ROD SET,
7. S 89° 24' 41" W, A DISTANCE OF 225.12 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
8. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS S 44° 24' 41" W, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET, SAID POINT BEING IN THE AFOREMENTIONED EASTERLY R.O.W. LINE OF SAID U.S. HIGHWAY 183;

THENCE, N 00° 35' 19" W, A DISTANCE OF 110.00 FEET CONTINUING ALONG THE EASTERLY R.O.W. LINE OF U.S. HIGHWAY 183 AND THE WESTERLY LINE OF THE HEREIN DESCRIBED TRACT TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, DEPARTING THE EASTERLY R.O.W LINE OF SAID U.S. HIGHWAY 183 AND THROUGH THE INTERIOR OF SAID 391.17 ACRE TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS S 45° 35' 19" E, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET;
2. N 89° 24' 41" E, A DISTANCE OF 175.43 FEET TO AN 1/2" IRON ROD SET,
3. N 00° 27' 04" W, A DISTANCE OF 194.98 FEET TO AN 1/2" IRON ROD SET,
4. N 00° 28' 59" W, A DISTANCE OF 542.38 FEET TO AN 1/2" IRON ROD SET FOR THE POINT OF BEGINNING AND CONTAINING 78.289 ACRES (3,410,276 SQ. FT.) OF LAND MORE OR LESS.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON

THAT I, MARTIN J. DESTEFANO, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING A PORTION OF THAT CERTAIN 391.17 ACRE TRACT AS DESCRIBED IN A GENERAL WARRANTY DEED IN DOCUMENT NO. 9540156 OF THE WILLIAMSON COUNTY DEED RECORDS, WILLIAMSON COUNTY, TEXAS

DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENT SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENT AND ROADS THAT ARE SHOWN HEREON. THIS 120.015 ACRES OF OF LAND TO BE KNOWN AS

ANCIENT OAKS SECTION ONE

I HEREBY ACKNOWLEDGE THAT I AM THE SOLE OWNER OF THIS PROPERTY AND DO HEREBY STATE THAT THERE ARE NO LIENHOLDERS OR ANY UNPAID DEPT FOR WHICH THIS PROPERTY REPRESENTS COLLATERAL ON ANY LOAN.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28TH DAY OF July, 2000 A.D.

BY: _____
MARTIN J. DESTEFANO
P.O. BOX 160160
AUSTIN TEXAS, 78716

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARTIN J. DESTEFANO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28TH DAY OF July, 2000 A.D.

William A. Douglas
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

WILLIAM A. DOUGLAS
Notary Public, State of Texas
My Commission Expires
MAY 31, 2003

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON

I, TIMOTHY E. HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE FIELD NOTES FORM A MATHMATICAL CLOSURE AND THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 27TH DAY OF July, 2000 A.D.

TIMOTHY E. HAYNIE,
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2380, STATE OF TEXAS

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON

I, TIMOTHY E. HAYNIE, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PARCEL OF LAND IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND A PORTION LIES IN THE 100 YEAR FLOOD PLAIN, AS DENOTED HEREON, DEFINED BY T.E. HAYNIE & ASSOCIATES, AND THAT THESE LOTS CONFORM TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

THIS PROPERTY IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE, AND THE DRIVEWAY CULVERT TABLE, SHOWN HERE ON IS IN COMPLIANCE WITH WILLIAMSON COUNTY REGULATIONS

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 27TH DAY OF July, 2000 A.D.

TIMOTHY E. HAYNIE,
REGISTERED PROFESSIONAL ENGINEER
NO. 36982, STATE OF TEXAS

STATE OF TEXAS
TIMOTHY E. HAYNIE
36982
REGISTERED
PROFESSIONAL ENGINEER

BASED UPON THE ABOVE REPRESENTATIONS OF THE SURVEYOR AND ENGINEER WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID SURVEYOR AND ENGINEER, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS AND WILLIAMSON COUNTY ON-SITE SEWERAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLEY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATES WITHIN IT.

PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

8/28/00
DATE

WILLIAMSON COUNTY COMMISSIONER'S COURT APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROADS SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, John C. Doerfler COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

John C. Doerfler 10-3-00
JOHN C. DOERFLER, COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

10-3-00
DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, Nancy E. Rister CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 3rd DAY OF October, 2000 A.D., AT 11 O'CLOCK, A.M. AND DULY RECORDED ON THE 3rd DAY OF October, 2000 A.D., AT 11:27 O'CLOCK, A.M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET T, SLIDES 174, 175, 175 & 176.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

Nancy E. Rister
CLERK

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS
BY: Lillie Hempel, DEPUTY

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIYED
THIS 6th DAY OF September 2000 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

ANCIENT OAKS
SECTION ONE

HAYNIE & ASSOCIATES
Civil Engineers and Land Surveyors
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

JOB No. 00-39

SHEET NUMBER
4 OF 4

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DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS

ANCIENT OAKS SUBDIVISION

STATE OF TEXAS ***
***
COUNTY OF WILLIAMSON ***

KNOW ALL MEN BY THESE PRESENTS:

STAGECOACH STOP, LTD., a Texas limited partnership, (hereinafter the "Declarant") being the owner of the legal and equitable title in and to the following described real property laying and being situated in the County of Williamson, and the State of Texas and being more particularly described as follows, to-wit:

> Being 120.015 acres of land, out of the J. H. WILLIAMS SURVEY, abstract No.669, situated in Williamson County, Texas, said 120.015 acre tract being a portion of that certain 391.17 acre tract as conveyed to Martin J. DeStefano, as described in a General Warranty Deed as Document No. 9540156 of the Williamson County Deed Records, Williamson County, Texas, said 120.015 acre tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

does hereby declare and impose upon the Subdivision the following covenants, conditions, easements, and restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. The covenants, conditions, easements, and restriction of this declaration (hereinafter the "Declaration") shall apply to, and become a part of, all legal instruments whereby title or possession to any lot in the Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land, and to be binding upon, and insure to the benefit of all parties, now or hereafter, owning or using the above-described property, or any portion thereof, their heirs, executors, administrators, successors, and assigns.

ARTICLE I

RESTRICTIONS

1.01 Residential Use: All lots are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any lot other than a conventional on-site constructed single-family residence which such accessory, structures, and buildings as a storage building, workshop, garage, guest house and servant's quarters. No barns are allowed on any lot. Not more than one single-

family residence may be erected on a lot. The term "conventional on site constructed single-family residence shall exclude specifically mobile homes, double-wide homes, house trailers, modular homes, and move-on homes.

1.02 **Size and Specifications**: No building, structure, or other improvement, shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Ancient Oaks Architectural Control Committee (hereinafter referred to as the "Committee"). A residence may not be lived in or occupied until the residence is fully complete.

a. Each shall have not less than 1,800 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches.

b. All residences must have, at a minimum, an enclosed two-car garage either attached to or detached from the residence.

c. At least 75% of the exterior of any residence must be masonry that includes, but is not limited to rock, brick or stucco. Any masonry siding such as concrete Hardi Plank, or similar products does comply with this masonry requirement. All paint colors used on hardi plank must be approved by the Committee.

1.03 **Setback Requirements and Front and Rear Building Lines:**

a. **Setback Requirements:** residences, garages, or any other building of any kind constructed on any lot shall have a front building line set back of fifty (50") feet from the front property line. The residences, garages or any other buildings of any kind shall be set back ten (10) feet from any side property line and twenty (20) feet from any rear property line. In the case of corner lots, construction of improvements shall also be subject to a side set back line thirty (30') feet from the property line adjacent to the side street. Variations from these setback requirements may be granted in individual cases where track size or topography make these requirements impractical, but any such variation must have the prior written approval of the Committee.

b. **Front Building Line**: the front building line is that line parallel to the front property line, and the side property line if a corner lot, which intersects the most forward projection of the actual residence constructed on any lot, including roofs, decks, porches, and garages.

c. **Rear Building Line**: The rear building line is that line parallel to the front property line, and side property line if a corner lot, which intersects the rear-most projection of the actual residence constructed on any lot, including roofs, decks, porches, and garages.

d. **Conflicts**: Where these rules conflict with in Cabinet "T", slides 173, 174, 175 and 176, Williamson County, Texas, these rules shall prevail.

1.04 **Driveways**: All driveways must be concrete, asphalt pavement, or brick/concrete pavers within 150 of any road right-of-way. The driveway must be completed before occupying the residence. All required permits must be obtained from Williamson County before driveway is constructed.

1.05 **Quality workmanship and maintenance**: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the Subdivision. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate.

1.06 **Storage of Materials and Personal Belongings**: No materials or personal belongings of any kind shall be placed upon any lot except within a garage, storage building or other comparable enclosed structure. Storage building and storage sheds may not be placed or built on the property prior to the residence being under construction. Any construction building must be removed, and any construction materials must be properly stored in an enclosed structure, within fifteen (15) days of completion of the structure.

1.07 **Easements**: Easements are hereby reserved and dedicated over and across a fifteen-foot (15') strip along front ten feet (10') along each side lot line and five feet (5') along the rear lot line for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage, and/or any other similar utility lines, facilities, and services for the lots in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall insure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easements rights to such companies. Any lot owner installing fence or other improvements within the area encumbered by the easement does so at his own risk. If two or more lots are consolidated into a building site in conformity with the provisions of paragraph 1.09, these easement provisions and the setback provisions in paragraph 1.03 shall be applied to such resultant building site as if it were one original platted lot.

1.08 **Platted Easements**: In addition to those set forth in this Declaration, each lot shall be subject to all easements, set-back lines, covenants and restrictions set forth in the recorded Subdivision plat covering that particular lot.

1.09 **Restriction on Further Subdivision**: There shall be no dividing, subdividing, or re-subdividing allowed of any of the lots in the Subdivision into smaller lots or tracts. All lots in the Subdivision will remain the size platted on the Subdivision plat, except that any person owning two or more adjoining lots may consolidate such lots into a single building site.

1.10 **Sewage:** Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal that meet the requirements of, and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority. The sanitary sewage facility on each lot will be designed by a registered professional engineer or licensed sanitarian in accordance with the Texas Natural Resource Conservation Commission On-Site Sewage Facility Rule. No septic system will be located within any designated drainage easement or flood plain.

1.11 **Drainage Structures, Ditches, and Stock Tanks:** Drainage structures under private driveways shall be constructed at lot owners expense in accordance with Williamson County regulations and recorded plat specifications. Drainage structures must be completed before the house construction begins. Natural drainage and stock tanks shall not be altered, constructed, or changed without prior written approval from the Committee and appropriate government agencies.

1.12 **Trash Disposal:** No lot shall ever be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any lot or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Each homeowner must have trash removal service and trash, garbage, or others wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush on occupied or non-occupies lots must be disposed of within 30 days of cutting. Construction of a house may not begin until an enclosed trash receptacle and portable toilet are available on site. It is the owner's responsibility to insure that construction debris is contained.

1.13 **Nuisances:** No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any lot, nor shall anything be done or permitted to be done thereon which may be or may become a nuisance or annoyance to the owners of adjacent lots or to the Subdivision. Any determination by the Committee that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.

1.14 **Unused Vehicles:** The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or

material shall not be permitted on any lot in the Subdivision. No car, boat, or other vehicle or equipment which is not in running condition or regularly used by the lot owner shall be allowed on any lot in the Subdivision, unless in enclosed storage. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any lot, except within a garage or other comparable enclosed structure.

1.15 **Boats and Trailers:** No boats, boat trailers, travel trailers, trailers of any kind, campers recreational vehicles, motor homes, tractors vehicles, and other equipment or other similar property shall be allowed on any lot unless such items are regularly and frequently used by the lot owner, neat in appearance, well-maintained, and stored behind the rear building line. None of the above-mentioned items are allowed on any lot until the residence is completed and occupied.

1.16 **Temporary Structures:** No structure or improvement of a temporary character, nor any trailer, recreational vehicle, tent camper, shack garage, or other outbuilding shall at any time be used as a residence or dwelling, either temporary or permanent, without the prior written approval of the Committee. There shall be no overnight or weekend camping of any kind.

1.17 **Animals:** Dogs, cats or other household pets, not to exceed a total of four in number (exclusive of unweaned offspring) may be kept on any lot so long as they are kept, and not bred or maintained for any commercial purpose. No livestock, exotic animals, or other animals are allowed. No pigs, hogs, swine, goats, or chickens are allowed under any condition. No pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, order, or noise. If a question arises as to whether an animal (individually or considered together) is offensive or a nuisance, the Committee shall make the determination and its determination shall be final and binding on all parties.

1.18 **Animal Containment:** All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owner's lot. Any pen, hutch, structure or enclosure of any kind must be constructed of new material, must be attractive in appearance in keeping with the general standard of improvement in the Subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for other improvements in the Subdivision. All such improvements must be located behind the residence, and not closer than twenty (20) feet to the side and rear property liens.

1.19 **Fences:** The plans for all fencing, must be approved in advance by the Committee, before installing of the fencing can begin. Barbed wire fences are not allowed. Privacy fences and other similar approved fences are allowed from the front building line to the rear of the lot. Metal or iron fencing of at least

1 inch diameter, wood fencing of at least 4"x 4" posts and 1"x 4" runners, masonry fencing is allowed. All fence lines must be mowed and kept clean of weeds, trash and garbage at all times. All fences must be well maintained to prevent sagging and deterioration, and installed in a workmanlike manner.

1.20 **Signs**: Except for one sign of not more than six square feet advertising the property for sale or for rent. No signs of any kind shall be displayed to the public view from any lot.

1.21 Antennae: No exterior radio, television or any other type of antenna shall be higher than 30' as measured from the ground. All satellite dish receivers larger than three feet (3') in diameter must receive prior written approval of the Committee as to size and location.

1.22 **Hunting and Firearms**: Hunting, trapping, and discharge of firearms are expressly prohibited within the Subdivision.

1.23 **Clothes Drying Facilities**: Outside clotheslines or other facilities for drying or airing clothes outside the residence shall not be permitted.

1.24 **Oil, Gas and Mineral Development**: No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot.

1.25 **Rights of Declarant**: The Declarant, or its agents, shall have the right to use any unsold lot for a sales office or any other purpose that Declarant deems necessary.

1.26 **Parking**: Streets shall not be used for parking except for emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the Subdivision at any time.

1.27 **Vegetation Buffer**: Per the recorded plat, within the area designated as vegetation buffer, there shall be no cutting, trimming, or clearing of existing vegetation, except grass areas, and placement of any dwelling or structure in the vegetation buffer is prohibited.

ARTICLE II

ANCIENT OAKS HOMEOWNERS ASSOCIATION

2.01 **Organization:** The Association is a non-profit membership created by Declarant for the purpose, and charged with the duties, and vested with the powers, prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.02 **Membership:** Any person or entity upon becoming an owner of a lot shall automatically become a member of the Association. Membership shall be appurtenant to and shall run with the property interest that qualifies the owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

2.03 **Voting Rights:** The right to cast votes, and the number of votes which may be cast for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the members, shall be calculated as follows:

a. The owner (excluding Declarant) of each lot shall have one (1) vote for each lot owned;

b. Declarant shall have five (5) votes for each lot owned by Declarant.

2.04 **Duties of the Association**: Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

a. To enforce these Declarations;

b. To improve, maintain, manage, repair, replace, clean, inspect and protect any property conveyed to the Association and any Common Area, including all improvements, landscaping and equipment located therein or thereon;

c. To improve, maintain, manage, repair, replace, and protect the entrance sign(s) to the Subdivision.

d. To perform any duties and obligations assigned to the Association by the Declarant;

e. To promulgate, enforce, and amend rules and regulations governing the use of any Common Area or any property conveyed to the Association;

f. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact such Association Bylaws not in conflict with this

Declaration, as it deems proper, covering any and all aspects of its functions;

g. To carry out and enforce all duties of the Association set forth in this Declaration;

h. To keep books and records of the Association's affairs;

i. To obtain and maintain in effect policies of insurance which in the Board's judgment are reasonably necessary or appropriate to carry out the Association functions; and

j. To maintain, manage, replace, improve and protect any other function pertaining to the well-being of the Subdivision.

2.05 **Power to Indemnify and to Purchase Indemnity Insurance:** The Association shall indemnify and may reimburse, or/or advance expenses, and/or purchase and maintain insurance, or any arrangement on behalf of any person who is or was a Director or Officer of the Association against any liability asserted against such person and incurred by such person is such a capacity or arising out of his status as such a person. Further, the Association may indemnify, and/or reimburse, and/or advance expenses, and/or purchase and maintain insurance, or any other arrangement on behalf of any person, other than any person who is a director of the Association, who is or was on officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of the paragraph 2.05 shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of members or otherwise.

2.06 **Annual Maintenance Charge:** Beginning January 1, 2001, each lot in the Subdivision, excluding lots owned by Declarant, is subject to an annual maintenance charge (hereinafter called "AMC"). The initial AMC of Ninety-six Dollars ($96.00) per year shall be due and payable on or before April 1, 2001 and annually thereafter on or before April 1 of each year. The amount of the AMC for each lot may be increased or decreased by the Board of Directors from time to time, but not more often than one per year. In the event the Board of Directors shall seek to increase or decrease the AMC by more than twenty (20%) in relation to the preceding year, the change must be approved by a vote of the Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of

the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such increase or decrease shall not be levied unless approved by a majority of those voting at such meeting. The amount of the AMC shall be determined on or before March 1, of each year with the exception of the initial AMC and written notice of such assessment shall be sent to each member of the Association on or before March 15th of each year. If no notice is delivered by the Association by such date, the amount of the AMC for that year shall remain the same as the prior year and shall be due on or before April 1, of that year. In the event any member shall fail to pay an assessment on or before May 1st, of each year, the AMC shall be deemed delinquent and shall be subject to a late charge to be determined by the Board. Purchasers who purchase lots from Declarant shall pay a pro-rated AMC from date of purchase through April lst, of the following year. Notwithstanding the foregoing, the initial Board of Directors of the Association shall not increase the AMC unless such increase is approved by a vote of Association members, excluding Declarant, said vote held in the same manner as described in this paragraph.

2.07 **Special Assessment:** In addition to the annual assessment herein the Board of Directors of the Association may levy a special assessment at any time deemed necessary, applicable for the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, and for any other purposes deemed necessary by the Board of Directors of the Association to maintain, or improve, the Subdivision for the general benefit of the owners and occupants thereof.

2.08 **Voting on Special Assessment:** If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, within 30 days of the special assessment notice, such assessment shall not be valid unless, and until, it has been approved by a vote of Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) days, nor more than thirty (30) days, in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those voting at such meeting.

2.09 **Obligations of Lot Owners:** Each lot owner in the Subdivision, excluding Declarant, covenants and agrees, and by acceptance of a deed or contract for sale to such lot is deemed to covenant and agree to pay the Association the AMC and any special assessment. The AMC and any special assessment, together with interest, costs, and reasonable attorneys feed, shall BE THE PERSONAL OBLIGATION OF EACH LOT OWNER. The association shall have the duty and obligation to establish, collect, and administer such assessments. The lien of any assessment shall be subordinate to the lien of any first mortgage.

2.10 **Title:** The Association shall accept delivery of any deed, or bill of sale, executed by Declarant conveying property within or adjoining the Subdivision, or addition thereto, to the Association.

ARTICLE III

ANCIENT OAKS ARCHITECTURAL CONTROL COMMITTEE

3.01 **Membership:** The Committee shall be composed of not more than three (3) persons. Members of the Committee need not be members of the Association. The following person as hereby designated as the initial members of the Committee: Martin J. DeStefano, Steven Dale DeStefano and Serene Hart Pence.

3.02 **Duties:** The Committee shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board. The committee shall review plans and specifications submitted for its review and such other information as it may reasonable require related to the construction, or improvements, within the Subdivision. The Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth herein and the decision of the Committee shall be final and binding so long as it is made in good faith. The Committee shall not be responsible for inspecting any proposed improvement, nor shall its approval of any plans or specifications be deemed approval of any improvement as to structural safety, engineering, soundness or conformance with any building or other codes.

3.03 **Declarant's Right of Appointment:** Declarant, its successors and assigns, shall have the right to appoint and remove all members of the Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Committee. Each member of the Committee shall hold office until such time as he or she has resigned or has been removed and his or her successor has been appointed.

3.04 **Review of Construction, Alteration or Removal of Improvements:** The Committee's approval or disapproval or other actions as required in these covenants shall be by majority vote, shall be evidenced in writing and shall be delivered in person or by letter sent by US mail addressed to the requesting party at an address which must be supplied with the submission of the plans. In the event the Committee should fail to approve or disapprove the plans, specifications and plot plans for construction, alteration or removal of improvements within fifteen (15) days after they have been submitted to it, it will be presumed the same have been approved, provided the same were submitted to the Committee in

writing by certified mail, return receipt requested, with an address provided to which the reply should be mailed. The judgment of the Committee in the exercises of its discretion in this respect shall be final and conclusive.

3.05 **Construction of Improvements:** Construction or placement of any improvement approved by the Committee shall commence within six (6) months of such approval; and the completion of such construction or placement must be accomplished within nine (9) months of the commencement of such construction.

3.06 **Lot Cleaning:** All lots, and the area extending from the lots to the paved road surface must be kept clean and clear of unsightly weeds, grass, brush and refuse. If an owner has failed to comply with this provision within fifteen (15) days of written notice by the Committee, the Committee shall have the right to clean and clear the lost of unsightly weeds, grass brush, trash, and refuse. Such cleaning and clearing will be at the expense of the particular lot owner and for which a lien in favor of the Association, or its assigns, may be placed upon the property, including interest, costs, and attorney's fees.

3.07 **Waiver:** The committee may grant such waivers of any of the restrictions contained in this Declaration as it consider appropriate based upon the quality and design of a proposed improvement.

3.08 **Address:** Plans and specifications shall be submitted to the Committee in care of Martin J. DeStefano, 200 Martindale Avenue, Liberty Hill, Texas 78642, or such other address as may be designated from time to time in writing by the Committee.

ARTICLE IV

GENERAL

4.01 **Enforcement:** Declarant, the Association, and any person owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or correct such violation, or to recover damages, or to obtain other relief for such violation. The party bringing the suit shall recover all

expenses including reasonable attorneys fees, from anyone violating these restrictions.

4.02 **Limitations of Liability**: The Declarant, the Association and its Board of Directors, the Committee and any member of the Committee, shall not be liable in damages or otherwise to any owner of any lot within the Subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of, or in connection with (a) the approval or disapproval, or failure to approve or to disapprove any plans, specifications or plot plans; (b) the enforcement of, or failure to enforce, the covenants, conditions, easements and restrictions of this Declaration, or (c) any other action taken, or not taken, pursuant to the provisions of this Declaration.

4.03 **Partial Invalidity**: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

4.04 **Duration**: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by lot) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.

4.05 **Amendment**:

a. This Declaration may be amended by Declarant so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Williamson County, Texas, an instrument executed and acknowledged by Declarant in setting forth the amendment, and executed, and acknowledged by the President of the Association certifying that Declarant had the requisite number of votes.

b. In addition to the method provided in paragraph 4.05(a), this Declaration may be amended by the recording in the official Records of Williamson County, Texas, of an instrument executed and acknowledged by the President of the Association setting for the amendment, and certifying that such amendment has been approved by the owners entitled to cast at lease eighty percent (80%) of the number of votes entitled to be cast pursuant to paragraph 2.03.

4.06 **Assignment of Declarant**: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of it privileges,

exemptions rights and duties under this Declaration to any other person or entity or may permit the participation, in whole or in part, by any other person or entity in any of it privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, and recorded in the Official Records of Williamson County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any person or entity.

4.07 **No Warranty of Enforceability**: while Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the lot, agrees to hold Declarant or its agents harmless therefrom.

4.08 **Interpretation**: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting an effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

4.09 **Exemption of Declarant: Utility Easements**:

a. Notwithstanding anything in this Declaration to the contrary, neither Declarant, or any of Declarant's activities, shall in any way be subject to the control of, or under the jurisdiction of the Board, the Association or the Committee. Without and in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post sign incidental to construction, sales and leasing anywhere within the Property.

b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected, and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected, and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

4.10 **Laws and Regulations:** All owners of any lots within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

IN WITNESWS WHEREOF, Stagecoach Stop, Ltd. has caused this document to be executed by its duly authorized officer this 28th day of Oct., 2005.

STATECOACH STOP LTD.,
a Texas limited partnership

By: TWIN LAKES ESTATES, INC.,
a Texas Corporation, General Partner

By: _____
Martin J. DeStefano, President

STATE OF TEXAS ***

COUNTY OF WILLIAMSON ***

This instrument was acknowledged before me this 28th day of Oct., 2005 by MARTIN J. DeSTEFANO, President, of TWIN LAKES ESTATES, INCL, a Texas corporation, on behalf of said corporation, as General Partner of STATECOACH STOP LTD., a Texas limited partnership.

DONNA S. MCLEAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES 6-21-2008

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

(1) TWIN LAKES ESTATES, INC.
P. O. Box 160160
Austin, Texas 78716

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2006028084
Nancy E. Rister
04/10/2006 01:47 PM
PHERBRICH $68.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

REST 2008023737
14 PGS

REVISED DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS

ANCIENT OAKS SUBDIVISION

STATE OF TEXAS ***
***
COUNTY OF WILLIAMSON ***

KNOW ALL MEN BY THESE PRESENTS:

STAGECOACH STOP, LTD., a Texas limited partnership, (hereinafter the "Declarant") being the owner of the legal and equitable title in and to the following described real property laying and being situated in the County of Williamson, and the State of Texas and being more particularly described as follows, to-wit:

> Being 120.015 acres of land, out of the J. H. WILLIAMS SURVEY, abstract No.669, situated in Williamson County, Texas, said 120.015 acre tract being a portion of that certain 391.17 acre tract as conveyed to Martin J. DeStefano, as described in a General Warranty Deed as Document No. 9540156 of the Williamson County Deed Records, Williamson County, Texas, attaches hereto, and made a part hereof for all purposes,

does hereby declare and impose upon the Subdivision the following addendum to the Covenants, Conditions, Easements, and Restrictions for the purpose of carrying out a uniform plan for the development of a quality residential neighborhood. The Covenants, Conditions, Easements, and Restriction of this declaration (hereinafter the "Declaration") shall apply to, and become a part of, all legal instruments whereby title or possession to any lot in the Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land, and to be binding upon, and insure to the benefit of all parties, now or hereafter, owning or using the above-described property, or any portion thereof, their heirs, executors, administrators, successors, and assigns.

ARTICLE I

RESTRICTIONS

1.01 **Residential Use:** All lots are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any lot other than a conventional on-site constructed single-family residence which such accessory, structures, and buildings as a storage building, workshop, garage, guest house and

servant's quarters. No barns are allowed on any lot. Not more than one single-family residence may be erected on a lot. The term "conventional on site constructed single-family residence shall exclude specifically mobile homes, double-wide homes, house trailers, modular homes, and move-on homes.

1.02 **Size and Specifications**: No building, structure, or other improvement, shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a plot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved by the Ancient Oaks Architectural Control Committee (hereinafter referred to as the "Committee"). A residence may not be lived in or occupied until the residence is fully complete.

a. Each shall have not less than 1,800 square feet of heated and air-conditioned space, exclusive of basements, garages, and porches.

b. All residences must have, at a minimum, an enclosed two-car garage either attached to or detached from the residence **of a minimun of 550 square feet**.

c. At least 75% of the exterior of any residence must be masonry that includes, but is not limited to rock, brick or stucco. **All fronts of the homes facing the street must be 75% natural rock, brick or stucco.** Any masonry siding such as concrete Hardi Plank, or similar products does comply with this masonry requirement. All paint colors used on hardi plank must be approved by the Architectural Control Committee.

1.03 **Setback Requirements and Front and Rear Building Lines:**

a. **Setback Requirements:** residences, garages, or any other building of any kind constructed on any lot shall have a front building line set back of fifty (50") feet from the front property line. The residences, garages or any other buildings of any kind shall be set back ten (10) feet from any side property line and twenty (20) feet from any rear property line. In the case of corner lots, construction of improvements shall also be subject to a side set back line **of** thirty (30') feet from the property line adjacent to the side street. Variations from these setback requirements may be granted in individual cases where track size or topography make these requirements impractical, but any such variation must have the prior written approval of the Committee.

b. **Front Building Line**: the front building line is that line parallel to the front property line, and the side property line if a corner lot, which intersects the most forward projection of the actual residence constructed on any lot, including roofs, decks, porches, and garages.

c. **Rear Building Line**: The rear building line is that line parallel to the front property line, and side property line if a corner lot, which intersects the rear-most

projection of the actual residence constructed on any lot, including roofs, decks, porches, and garages.

d. **Conflicts**: Where these rules conflict with in Cabinet "T", slides 173, 174, 175 and 176, Williamson County, Texas, these rules shall prevail.

1.04 **Driveways**: All driveways must be concrete, asphalt pavement, or brick/concrete pavers within 150 of any road right-of-way. The driveway must be completed before occupying the residence. All required permits must be obtained from Williamson County before driveway is constructed.

1.05 **Quality workmanship and maintenance**: All improvements and structures including but not limited to homes, garages, fences, storage buildings, and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the Subdivision. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate, and none of the improvements shall be allowed to deteriorate.

1.06 **Storage of Materials and Personal Belongings**: No materials or personal belongings of any kind shall be placed upon any lot except within a garage, storage building or other comparable enclosed structure. Storage building and storage sheds may not be placed or built on the property prior to the residence being under construction. Any construction building must be removed, and any construction materials must be properly stored in an enclosed structure, within fifteen (15) days of completion of the structure.

1.07 **Easements**: Easements are hereby reserved and dedicated over and across a fifteen-foot (15') strip along front ten feet (10') along each side lot line and five feet (5') along the rear lot line for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage, and/or any other similar utility lines, facilities, and services for the lots in the Subdivision. The easements reserved and dedicated hereby shall be for the general benefit of the Subdivision. These easements shall insure to the benefit of, and may be used by, any public or private company entering into and upon the Property for such purposes, without the necessity of any further grant of such easements rights to such companies. Any lot owner installing fence or other improvements within the area encumbered by the easement does so at his own risk. If two or more lots are consolidated into a building site in conformity with the provisions of paragraph 1.09, these easement provisions and the setback provisions in paragraph 1.03 shall be applied to such resultant building site as if it were one original platted lot.

1.08 **Platted Easements**: In addition to those set forth in this Declaration, each lot shall be subject to all easements, set-back lines, covenants and restrictions set forth in the recorded Subdivision plat covering that particular lot.

1.09 **Restriction on Further Subdivision**: There shall be no dividing, subdividing, or re-subdividing allowed of any of the lots in the Subdivision into smaller lots or tracts. All lots in the Subdivision will remain the size platted on the Subdivision plat, except that any person owning two or more adjoining lots may consolidate such lots into a single building site.

1.10 **Sewage:** Wastewater and sewage shall be disposed of by means of sanitary sewer systems or similar approved means of sanitary sewage disposal that meet the requirements of, and are approved by all governmental authorities having jurisdiction thereof. No residence shall be used until sanitary sewage disposal facilities complying with this paragraph have been completely built and approved by the governmental authority. The sanitary sewage facility on each lot will be designed by a registered professional engineer or licensed sanitarian in accordance with the Texas Natural Resource Conservation Commission On-Site Sewage Facility Rule. No septic system will be located within any designated drainage easement or flood plain.

1.11 **Drainage Structures, Ditches, and Stock Tanks:** Drainage structures under private driveways shall be constructed at lot owners expense in accordance with Williamson County regulations and recorded plat specifications. Drainage structures must be completed before the house construction begins. Natural drainage and stock tanks shall not be altered, constructed, or changed without prior written approval from the Committee and appropriate government agencies.

1.12 **Trash Disposal:** No lot shall ever be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any lot or part thereof be used or maintained as a dumping ground for rubbish or debris or junk. Each homeowner must have trash removal service and trash, garbage, or others wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition beside or behind the residence. Cut or trimmed brush on occupied or non-occupies lots must be disposed of within 30 days of cutting. Construction of a house may not begin until an enclosed trash receptacle and portable toilet are available on site. It is the owner's responsibility to insure that construction debris is contained.

1.13 **Nuisances:** No noxious, noisy, offensive, undesirable, unlawful or immoral activity shall be conducted on any lot, nor shall anything be done or permitted to be done thereon which may be or may become a nuisance or annoyance to the owners of adjacent lots or to the Subdivision. Any determination by the

Committee that an activity is noxious, noisy, offensive, undesirable or immoral shall be final and binding on all parties.

1.14 **Unused Vehicles:** The placement of junked, abandoned, wrecked, or non-operating items of any kind such as motor vehicles, boats, or other equipment or material shall not be permitted on any lot in the Subdivision. No car, boat, or other vehicle or equipment which is not in running condition or regularly used by the lot owner shall be allowed on any lot in the Subdivision, unless in enclosed storage. The repairing of motor vehicles, boats or any other items of a mechanic nature shall not be permitted on any lot, except within a garage or other comparable enclosed structure.

1.15 **Boats and Trailers:** Boats, boat trailers, travel trailers, trailers of any kind, campers, recreational vehicles, motor homes, tractors vehicles, **commercial trucks or equipment,** and other equipment or other similar property shall **NOT** be allowed. **These items may be brought on the property for 2 days for loading and 2 days for unloading only. These days are not cumulative (you can not keep these vehicles on your property for 4 days in a row). Failure to comply to these provisions shall be subject to a fine of up to $50.00 per day, so long as the violation occurs. If the fine is not paid, the fine shall constitute a lien on the property and subject to legal enforcement**. None of the above-mentioned items are allowed on any lot until the residence is completed and occupied.

1.16 **Temporary Structures:** No structure or improvement of a temporary character, nor any trailer, recreational vehicle, tent camper, shack garage, or other outbuilding shall at any time be used as a residence or dwelling, either temporary or permanent, without the prior written approval of the Committee. There shall be no overnight or weekend camping of any kind.

1.17 **Animals:** Dogs, cats or other household pets, not to exceed a total of four in number (exclusive of un-weaned offspring) may be kept on any lot so long as they are kept, and not bred or maintained for any commercial purpose. No livestock, exotic animals, or other animals are allowed. No pigs, hogs, swine, goats, or chickens are allowed under any condition. No pets or animals may be kept if they become offensive or a nuisance by virtue of their numbers, sight, order, or noise. If a question arises as to whether an animal (individually or considered together) is offensive or a nuisance, the Committee shall make the determination and its determination shall be final and binding on all parties.

1.18 **Animal Containment:** All animals shall be contained within the lot lines either by fence, leash, or other comparable device. Animals shall not be allowed outside an owner's lot. Any pen, hutch, structure or enclosure of any kind must be constructed of new material, must be attractive in appearance in keeping with the general standard of improvement in the Subdivision, and must be at all times kept neat and clean in appearance, consistent with the requirements herein specified for

other improvements in the Subdivision. All such improvements must be located behind the residence, and not closer than twenty (20) feet to the side and rear property lines.

1.19 **Fences:** The plans for all fencing, must be approved in advance by the Committee, before installing of the fencing can begin. Barbed wire fences are not allowed. Privacy fences and other similar approved fences are allowed from the front building line to the rear of the lot. Metal or iron fencing of at least 1-inch diameter, wood fencing of at least 4"x 4" posts and 1"x 4" runners, masonry fencing is allowed. **All black vinyl chain link fencing must have landscaping plants placed at the front line within 9 months of installation**. All fence lines must be mowed and kept clean of weeds, trash and garbage at all times. All fences must be well maintained to prevent sagging and deterioration, and installed in a workmanlike manner.

1.20 **Signs**: Except for one sign of not more than six square feet advertising the property for sale or for rent. No signs of any kind shall be displayed to the public view from any lot.

1.21 **Antennae**: No exterior radio, television or any other type of antenna shall be higher than 30' as measured from the ground. All satellite dish receivers larger than three feet (3') in diameter must receive prior written approval of the Committee as to size and location.

1.22 **Hunting and Firearms**: Hunting, trapping, and discharge of firearms are expressly prohibited within the Subdivision.

1.23 **Clothes Drying Facilities**: Outside clotheslines or other facilities for drying or airing clothes outside the residence shall not be permitted.

1.24 **Oil, Gas and Mineral Development**: No oil or gas drilling, exploration or development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any lot. **No owner has oil, gas, or mineral rights related to their lot.**

1.25 **Rights of Declarant**: The Declarant, or its agents, shall have the right to use any unsold lot for a sales office or any other purpose that Declarant deems necessary.

1.26 **Parking**: Streets shall not be used for parking except for emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the Subdivision at any time.

1.27 **Vegetation Buffer**: Per the recorded plat, within the area designated as vegetation buffer, there shall be no cutting, trimming, or clearing of existing vegetation, except grass areas, and placement of any dwelling or structure in the vegetation buffer is prohibited.

ARTICLE II

ANCIENT OAKS HOMEOWNERS ASSOCIATION

2.01 **Organization:** The Association is a non-profit membership created by Declarant for the purpose, and charged with the duties, and vested with the powers, prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.02 **Membership:** Any person or entity upon becoming an owner of a lot shall automatically become a member of the Association. Membership shall be appurtenant to and shall run with the property interest that qualifies the owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

2.03 **Voting Rights:** The right to cast votes, and the number of votes which may be cast for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the members, shall be calculated as follows:

a. The owner (excluding Declarant) of each lot shall have one (1) vote for each lot owned;

b. Declarant shall have five (5) votes for each lot owned by Declarant.

2.04 **Duties of the Association**: Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

a. To enforce these Declarations;

b. To improve, maintain, manage, repair, replace, clean, inspect and protect any property conveyed to the Association and any Common Area, including all improvements, landscaping and equipment located therein or thereon;

c. To improve, maintain, manage, repair, replace, and protect the entrance sign(s) to the Subdivision.

d. To perform any duties and obligations assigned to the Association by the Declarant;

e. To promulgate, enforce, and amend rules and regulations governing the use of any Common Area or any property conveyed to the Association;

f. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact such Association Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions;

g. To carry out and enforce all duties of the Association set forth in this Declaration;

h. To keep books and records of the Association's affairs;

i. To obtain and maintain in effect policies of insurance which in the Board's judgment are reasonably necessary or appropriate to carry out the Association functions; and

j. To maintain, manage, replace, improve and protect any other function pertaining to the well-being of the Subdivision.

2.05 **Power to Indemnify and to Purchase Indemnity Insurance:** The Association shall indemnify and may reimburse, or/or advance expenses, and/or purchase and maintain insurance, or any arrangement on behalf of any person who is or was a Director or Officer of the Association against any liability asserted against such person and incurred by such person is such a capacity or arising out of his status as such a person. Further, the Association may indemnify, and/or reimburse, and/or advance expenses, and/or purchase and maintain insurance, or any other arrangement on behalf of any person, other than any person who is a director of the Association, who is or was on officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of the paragraph 2.05 shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of members or otherwise.

2.06 **Annual Maintenance Charge:** Beginning **April 1, 2008**, each lot in the Subdivision, excluding lots owned by Declarant, is subject to an annual maintenance charge (hereinafter called "AMC"). The initial AMC of **one hundred fifty** Dollars (**$150.**00) per year shall be due and payable on or before April 1, 2008, and annually thereafter on or before April l of each year. The amount of the AMC for each lot may be increased or decreased by the Board of Directors from time to time, but not more often than one per year. In the event the Board of Directors shall seek to increase or decrease the AMC by more than twenty (20%) in relation to the preceding year, the change must be approved by a vote of the Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a quorum and such increase or decrease shall not be levied unless approved by a majority of those voting at such meeting. The amount of the AMC shall be determined on or before March l, of each year with the exception of the initial AMC and written notice of such assessment shall be sent to each member of the Association on or before March 15th of each year. If no notice is delivered by the Association by such date, the amount of the AMC for that year shall remain the same as the prior year and shall be due on or before April 1, of that year. In the event any member shall fail to pay an assessment on or before May 1st, of each year, the AMC shall be deemed delinquent and shall be subject to a late charge **of $10.00 per month.** Purchasers who purchase lots from Declarant shall pay a pro-rated AMC from date of purchase through April lst, of the following year. Notwithstanding the foregoing, the initial Board of Directors of the Association shall not increase the AMC unless such increase is approved by a vote of Association members, excluding Declarant, said vote held in the same manner as described in this paragraph.

2.07 **Special Assessment:** In addition to the annual assessment herein the Board of Directors of the Association may levy a special assessment at any time deemed necessary, applicable for the current year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, and for any other purposes deemed necessary by the Board of Directors of the Association to maintain, or improve, the Subdivision for the general benefit of the owners and occupants thereof.

2.08 **Voting on Special Assessment:** If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, within 30 days of the special assessment notice, such assessment shall not be valid unless, and until, it has been approved by a vote of Association members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the Association not less than fifteen (15) days, nor more than thirty (30) days, in advance of the meeting. Twenty-five percent (25%) of all members of the Association shall constitute a

quorum and such special assessments shall not be levied unless approved by a majority of those voting at such meeting.

2.09 **Obligations of Lot Owners:** Each lot owner in the Subdivision, excluding Declarant, covenants and agrees, and by acceptance of a deed or contract for sale to such lot is deemed to covenant and agree to pay the Association the AMC and any special assessment. The AMC and any special assessment, together with interest, costs, and reasonable attorneys feed, shall BE THE PERSONAL OBLIGATION OF EACH LOT OWNER. The association shall have the duty and obligation to establish, collect, and administer such assessments. The lien of any assessment shall be subordinate to the lien of any first mortgage.

2.10 **Title:** The Association shall accept delivery of any deed, or bill of sale, executed by Declarant conveying property within or adjoining the Subdivision, or addition thereto, to the Association.

ARTICLE III

ANCIENT OAKS ARCHITECTURAL CONTROL COMMITTEE

3.01 **Membership:** The Committee shall be composed of not more than three (3) persons. Members of the Committee need not be members of the Association.

3.02 **Duties:** The Committee shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board. The committee shall review plans and specifications submitted for its review and such other information as it may reasonable require related to the construction, **exterior lighting,** or improvements, within the Subdivision. The Committee shall have the authority to disapprove any proposed improvement based upon the restrictions set forth herein and the decision of the Committee shall be final and binding so long as it is made in good faith. The Committee shall not be responsible for inspecting any proposed improvement, nor shall its approval of any plans or specifications be deemed approval of any improvement as to structural safety, engineering, soundness or conformance with any building or other codes. Included in the duties the committee shall review the exterior lighting of plans presented and may recommend that lighting be natural low light.

3.03 **Declarant's Right of Appointment:** Declarant, its successors and assigns, shall have the right to appoint and remove all members of the Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Committee. Each

member of the Committee shall hold office until such time as he or she has resigned or has been removed and his or her successor has been appointed.

3.04 **Review of Construction, Alteration or Removal of Improvements:** The Committee's approval or disapproval or other actions as required in these covenants shall be by majority vote, shall be evidenced in writing and shall be delivered in person or by letter sent by US mail addressed to the requesting party at an address which must be supplied with the submission of the plans. In the event the Committee should fail to approve or disapprove the plans, specifications and plot plans for construction, alteration or removal of improvements within fifteen (15) days after they have been submitted to it, it will be presumed the same have been approved, provided the same were submitted to the Committee in writing by certified mail, return receipt requested, with an address provided to which the reply should be mailed. The judgment of the Committee in the exercises of its discretion in this respect shall be final and conclusive.

3.05 **Construction of Improvements:** Construction or placement of any improvement approved by the Committee shall commence within six (6) months of such approval; and the completion of such construction or placement must be accomplished within nine (9) months of the commencement of such construction.

3.06 **Lot Cleaning:** All lots, and the area extending from the lots to the paved road surface must be kept clean and clear of unsightly weeds, grass, brush and refuse. If an owner has failed to comply with this provision within fifteen (15) days of written notice by the Committee, the Committee shall have the right to clean and clear the lot of unsightly weeds, grass brush, trash, and refuse. Such cleaning and clearing will be at the expense of the particular lot owner and for which a lien in favor of the Association, or its assigns, may be placed upon the property, including interest, costs, and attorney's fees.

3.07 **Waiver:** The committee may grant such waivers of any of the restrictions contained in this Declaration as it consider appropriate based upon the quality and design of a proposed improvement.

3.08 **Address:** Plans and specifications shall be submitted to the Chairman of the Committee.

ARTICLE IV

GENERAL

4.01 **Enforcement:** Declarant, the Association, and any person owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or correct such violation, or to recover damages, or to obtain other relief for such violation. The party bringing the suit shall recover all expenses including reasonable attorneys fees, from anyone violating these restrictions.

4.02 **Limitations of Liability**: The Declarant, the Association and its Board of Directors, the Committee and any member of the Committee, shall not be liable in damages or otherwise to any owner of any lot within the Subdivision by reason of mistake of judgment, negligence or nonfeasance arising out of, or in connection with (a) the approval or disapproval, or failure to approve or to disapprove any plans, specifications or plot plans; (b) the enforcement of, or failure to enforce, the covenants, conditions, easements and restrictions of this Declaration, or (c) any other action taken, or not taken, pursuant to the provisions of this Declaration.

4.03 **Partial Invalidity**: If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

4.04 **Duration**: These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property for a period of twenty-five (25) years from the date of recordation, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) or more of the Property (by lot) has been recorded agreeing to change said covenants in whole or in part. No such agreement to change shall be effective unless made and recorded within three (3) months immediately prior to the date the covenants otherwise would be automatically extended.

4.05 **Amendment**:

a. This Declaration may be amended by Declarant so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Williamson County, Texas, an instrument executed and acknowledged by Declarant in setting forth the amendment, and executed, and acknowledged by the President of the Association certifying that Declarant had the requisite number of votes.

b. In addition to the method provided in paragraph 4.05(a), this Declaration may be amended by the recording in the official Records of Williamson County, Texas, of

an instrument executed and acknowledged by the President of the Association setting for the amendment, and certifying that such amendment has been approved by the owners entitled to cast at lease eighty percent (80%) of the number of votes entitled to be cast pursuant to paragraph 2.03.

4.06 **Assignment of Declarant**: Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of it privileges, exemptions rights and duties under this Declaration to any other person or entity or may permit the participation, in whole or in part, by any other person or entity in any of it privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, and recorded in the Official Records of Williamson County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any person or entity.

4.07 **No Warranty of Enforceability**: while Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any owner acquiring a lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the lot, agrees to hold Declarant or its agents harmless therefrom.

4.08 **Interpretation**: The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision, and of promoting an effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

4.09 **Exemption of Declarant: Utility Easements**:

a. Notwithstanding anything in this Declaration to the contrary, neither Declarant, or any of Declarant's activities, shall in any way be subject to the control of, or under the jurisdiction of the Board, the Association or the Committee. Without and in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices and similar facilities, and to post sign incidental to construction, sales and leasing anywhere within the Property.

b. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected, and maintained in and on any areas owned by Declarant, pipelines, conduits, wires and any improvements relating to a public utility function with the right of access to the same at any time for the purposes of repair and maintenance.

4.10 **Laws and Regulations:** All owners of any lots within the Subdivision shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal, or other governmental authorities.

IN WITNESWS WHEREOF, **Ancient Oaks Homeowners Association, Inc.**, has caused this document to be executed by its duly authorized officer this 28th day of March, 2008.

ANCIENT OAKS HOMEOWNERS ASSOCIATION, INC.

By: Steven Dale DeStefano
Steven Dale DeStefano, President

STATE OF TEXAS ***

COUNTY OF WILLIAMSON ***

This instrument was acknowledged before me this 28th day of March, 2008, by: Steven Dale DeStefano, President, of Ancient Oaks Homeowners Association.

Shelley Grissom
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

TWIN LAKES ESTATES, INC.
P. O. Box 160160
Austin, Texas 78716

Shelley Grissom
Notary Public
State of Texas
My Commission Expires
DECEMBER 31, 2010

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2008023737
Nancy E. Rister
03/28/2008 04:11 PM
PHERBRICH $68.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

VARIANCE

James K. Morgan, MD, MPH, WCCHD Executive Director/Local Health Authority

Paulo Pinto, Director of Environmental Services

VAR
2 PGS
2008073403

September 15, 2008

Martin DeStefano
C/O Serene Hart Pence
Doug Fike Broker

To Whom It May Concern:

On this date I received a fax requesting confirmation on the present rules on the platted 75 foot on-site swage facility (OSSF) setback at a lot in Ancient Oaks subdivision. When the subdivision was created in the year 2000, a rule required the noting of this setback on the plat for any stream, wash, river etc. Since that time, this rule has been deleted and it no longer applies. However, since the note is on the plat in order to build an OSSF within this platted setback it is necessary for the professional who designs the OSSF to address if the area is in fact suitable for the OSSF and can otherwise comply with normal site conditions setbacks. Present regulations do require up to a 75 setback to a body of water.

I hope this answers your concerns. If we can be of any further assistance, please feel free to contact us.

Sincerely,

Paulo Pinto, R.S. OS 7173
Director of Environmental Services

① SERENE HART
1809 Country Squire Dr.
Cedar Park, TX 78613

TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT **CIVIL PRACTICE & REMEDIES CODE § 121.007**

State of Texas
County of WILLIAMSON }

Before me, CYNDI SMITH, on this
Name and Character of Notarizing Officer, e.g., "John Smith, Notary Public"
day personally appeared PAULA PINTO,
Name of Signer

☑ known to me
☐ proved to me on the oath of _____
Name of Credible Witness
☐ proved to me through _____
Description of Identity Card or Document

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

CYNDI SMITH
My Commission Expires
February 21, 2012

Given under my hand and seal of office this
15 day of September A.D., 2008
Day Month Year

Cyndi Smith
Signature of Notarizing Officer

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Description of Attached Document

Title or Type of Document: Letter on OSSF setback rule

Document Date: September 15, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: _____

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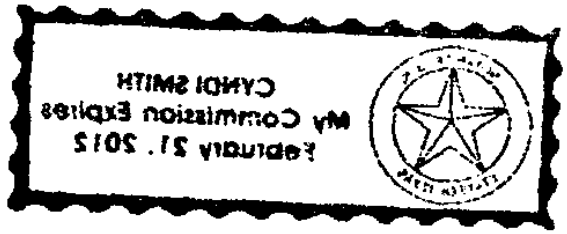
Nancy E. Rister

09/23/2008 03:43 PM

CMCNEELY $20.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS



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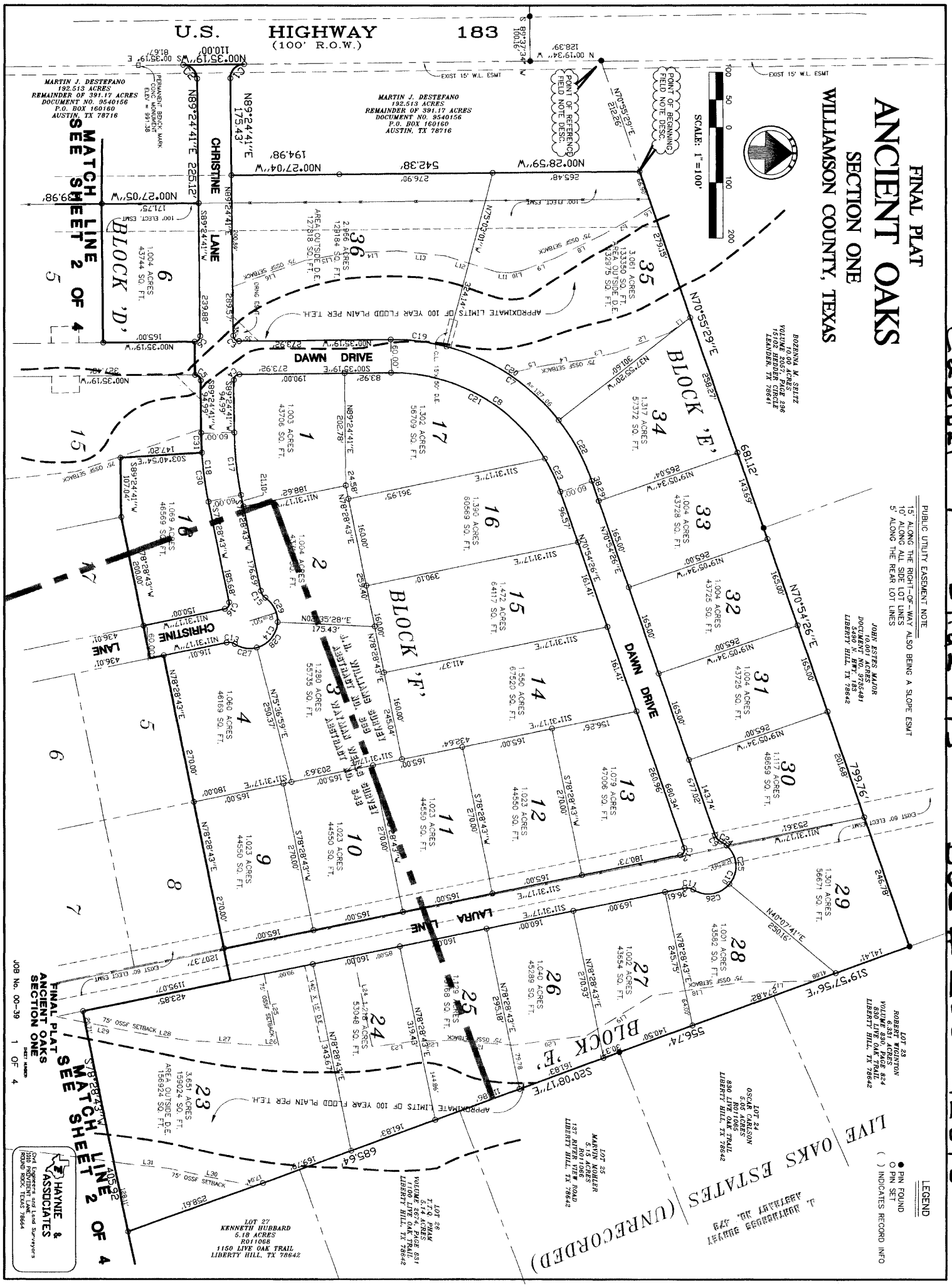

Cabinet T Slide 173 Doc # 20000728 45

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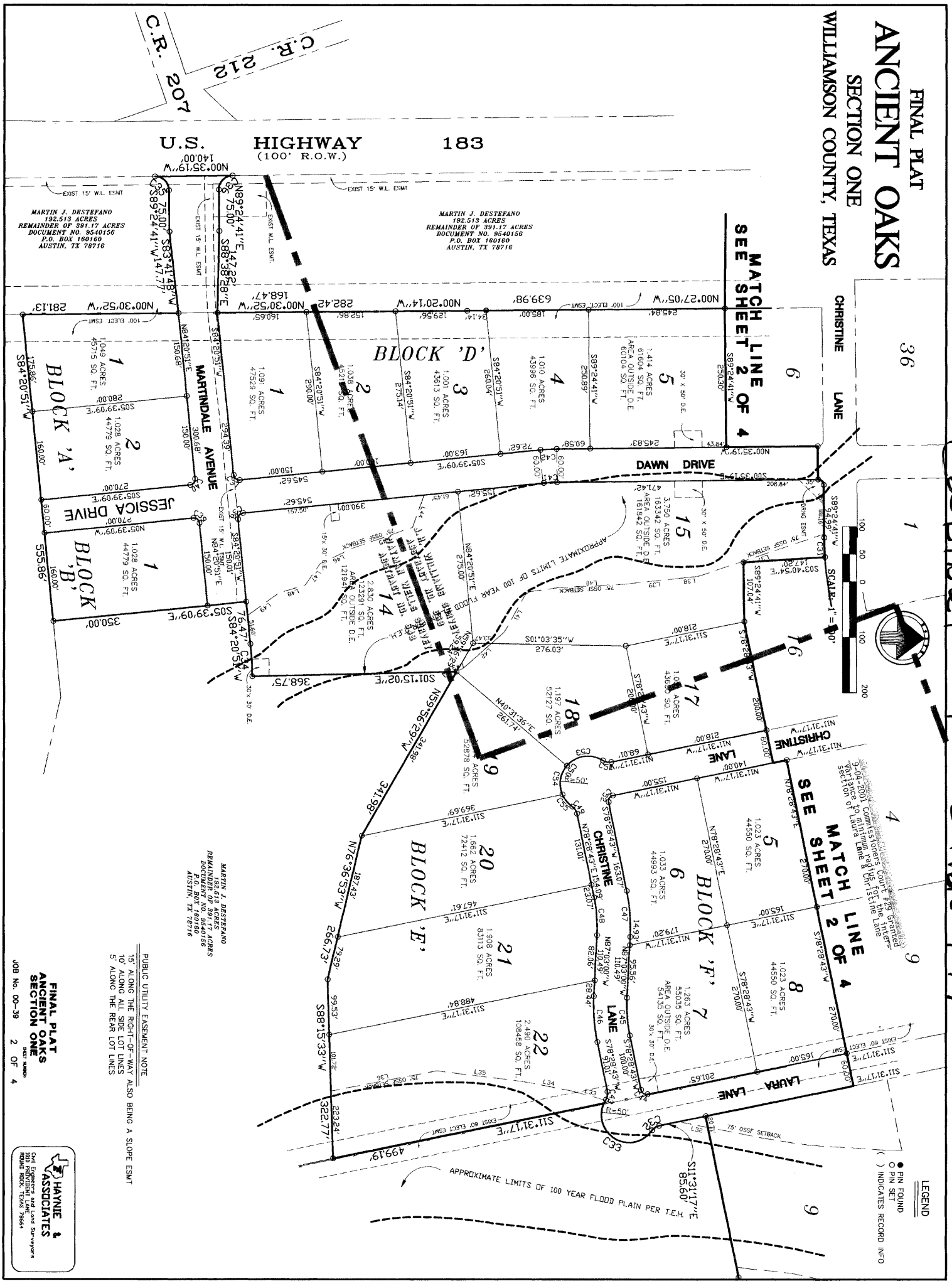


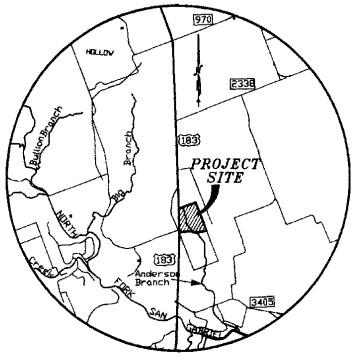
Cabinet I Slide 174

Cabinet T Slide 175

FINAL PLAT
ANCIENT OAKS
SECTION ONE
WILLIAMSON COUNTY, TEXAS

CURVE TABLE

NUMBER	DELTA	CD	TANGENT	RADIUS	LENGHT	CHORD
C1	90°00'00"	S45°35'19"E	25.00	25.00	39.27	35.36
C2	90°00'00"	S44°24'41"W	25.00	25.00	39.27	35.36
C3	90°00'00"	N44°24'41"E	10.00	10.00	15.71	14.14
C4	90°00'00"	N45°35'19"W	10.00	10.00	15.71	14.14
C5	90°00'00"	S44°24'41"W	10.00	10.00	15.71	14.14
C6	90°00'00"	S45°35'19"E	10.00	10.00	15.71	14.14
C7	71°29'45"	N35°09'33"E	273.54	380.00	474.18	444.01
C8	71°29'45"	N35°09'33"E	230.35	320.00	399.31	373.90
C9	44°24'55"	N48°41'59"E	8.16	20.00	15.50	15.12
C10	186°24'08"	S60°18'25"E	894.02	50.00	162.67	99.84
C11	44°24'55"	S10°41'11"W	8.16	20.00	15.50	15.12
C12	97°34'17"	S60°18'25"E	11.42	10.00	17.03	15.05
C13	44°24'55"	S10°41'11"W	8.16	20.00	15.50	15.12
C14	178°49'50"	N56°31'17"W	4899.49	50.00	156.06	99.99
C15	44°24'55"	S56°16'16"W	8.16	20.00	15.50	15.12
C16	90°00'00"	N56°31'17"W	10.00	10.00	15.71	14.14
C17	10°55'57"	S83°56'42"W	56.94	595.00	113.53	113.36
C18	10°55'57"	S83°56'42"W	62.68	655.00	124.98	124.79
C19	15°26'02"	N07°07'42"E	51.49	380.00	102.36	102.05
C20	37°13'58"	N33°27'41"E	128.00	380.00	246.94	242.61
C21	59°38'25"	N29°13'53"E	183.42	320.00	333.09	318.26
C22	18°49'46"	N61°29'33"E	63.01	380.00	124.88	124.32
C23	11°51'20"	N64°58'46"E	33.23	320.00	66.21	66.10
C24	15°07'01"	N34°03'01"E	6.63	50.00	13.19	13.15
C25	88°31'10"	N85°52'07"E	48.72	50.00	77.25	69.79
C26	82°45'57"	S08°29'26"E	44.05	50.00	72.23	66.11
C27	47°16'48"	N09°15'19"E	21.88	50.00	41.26	40.10
C28	73°01'31"	N50°53'47"W	37.02	50.00	63.73	59.50
C29	56°31'48"	S63°19'38"W	28.02	50.00	51.08	48.88
C30	07°50'23"	S82°23'55"W	44.88	655.00	89.62	89.55
C31	03°05'34"	S87°51'54"W	17.68	655.00	35.36	35.35
C32	44°24'55"	S33°43'44"E	8.16	20.00	15.50	15.12
C33	171°17'07"	S29°42'22"W	656.19	50.00	149.47	99.71
C34	04°24'06"	S86°32'54"W	29.21	760.00	58.39	58.37
C35	90°00'00"	S44°24'41"W	25.00	25.00	39.27	35.36
C36	90°00'00"	S45°35'19"E	25.00	25.00	39.27	35.36
C37	90°00'00"	S39°20'51"W	10.00	10.00	15.71	14.14
C38	90°00'00"	N50°39'09"W	10.00	10.00	15.71	14.14
C39	90°00'00"	N39°20'51"E	10.00	10.00	15.71	14.14
C40	90°00'00"	S50°39'09"E	10.00	10.00	15.71	14.14
C41	05°03'50"	N03°07'14"W	11.94	270.00	23.86	23.85
C42	05°03'50"	S03°07'14"E	14.59	330.00	29.17	29.16
C43	44°24'55"	N79°18'49"W	8.16	20.00	15.50	15.12
C44	90°00'00"	S33°28'43"W	10.00	10.00	15.71	14.14
C45	14°28'16"	S85°42'52"W	34.28	270.00	68.19	68.01
C46	14°28'16"	S85°42'52"W	41.90	330.00	83.35	83.13
C47	14°28'16"	S85°42'52"W	41.90	330.00	83.35	83.13
C48	14°28'16"	S85°42'52"W	34.28	270.00	68.19	68.01
C49	44°24'55"	S56°16'16"W	8.16	20.00	15.50	15.12
C50	178°49'50"	N56°31'17"W	4899.49	50.00	156.06	99.99
C51	44°24'55"	N10°41'11"E	8.16	20.00	15.50	15.12
C52	90°00'00"	N56°31'17"W	10.00	10.00	15.71	14.14
C53	82°22'03"	S08°17'23"E	43.75	50.00	71.88	65.85
C54	63°35'05"	S81°15'57"E	30.99	50.00	55.49	52.68
C55	32°52'42"	N50°30'09"E	14.75	50.00	28.69	28.30



VICINTY MAP

LOT CULVERT TABLE:

LOT	BLOCK	FACING	Q25	CULVERT
1	A	N	30.3	2-24" OR 2-28"x20" CMPS
2	A	N	35.9	2-24" CMPS
2	A	E	7.2	1-18" OR 1-21"x15" CMP
1	B	N	44.8	2-35"x24" CMPS
1	B	W	0	--
1	D	S	0	--
1	D	E	15.4	1-24" CMP
2	D	E	9.0	1-30" OR 1-42"x29" CMP
3	D	E	13.5	1-30" OR 1-35"x24" CMP
4	D	E	20.2	1-24" OR 1-28"x20" CMP
5	D	E	26.9	1-24" OR 1-24"x18" CMP
6	D	E	5.1	1-18" OR 1-21"x15" CMP
6	D	N	0	--
14	E	S	0	--
14	E	W	0	--
15	E	N	0	--
16	E	N	0	--
16	E	E	0	--
17	E	E	0	--
18	E	E	0	--
19	E	N	0	--
20	E	N	0	--
21	E	N	0	--
22	E	N	0	--
23	E	W	0	--
24	E	W	0	--
25	E	W	0	--
26	E	W	0	--
27	E	W	0	--
28	E	W	0	--
29	E	SW	0	--
30	E	SE	10.1	1-24x18" CMP
31	E	SE	10.1	1-24"x18" CMP
32	E	SE	10.1	1-24"x18" CMP
33	E	SE	4.1	1-18" OR 1-21"x15" CMP
34	E	SE	4.1	1-18" OR 1-21"x15" CMP
35	E	SE	4.1	1-18" OR 1-21"x15" CMP
36	E	S	12.6	1-24" OR 1-28"x20" CMP
1	F	W	12.2	1-24" OR 1-28"x20" CMP
1	F	S	9.0	1-24"x18" CMP
2	F	S	4.5	1-18" OR 1-21"x15" CMP
3	F	SW	0	--
4	F	W	0	--
5	F	W	0	--
6	F	W	2.2	1-18" OR 21"x15" CMP
6	F	S	7.6	1-18" CMP
7	F	S	15.2	1-24" CMP
7	F	E	25.7	1-35"x24" CMP
8	F	E	17.2	1-35"x24" CMP
9	F	E	12.9	1-24" OR 1-28"x20" CMP
10	F	E	22.5	1-35"x24" CMP
11	F	E	22.5	1-35"x24" CMP
12	F	E	16.3	1-35"x24" CMP
13	F	E	16.3	1-35"x24" CMP
13	F	N	0	--
14	F	N	0	--
15	F	N	0	--
16	F	N	0	--
17	F	NW	8.2	1-18" CMP

OSSF EASEMENT

NUMBER	DIRECTION	DISTANCE
L1	S35°35'27"E	47.32'
L2	S20°02'36"E	102.58'
L3	S12°37'51"E	60.65'
L4	S07°58'08"E	64.19'
L5	S11°54'00"E	54.29'
L6	S32°09'52"E	85.41'
L7	S28°49'17"E	76.23'
L8	S26°23'25"E	94.88'
L9	S20°30'24"E	63.59'
L10	S11°02'57"E	24.82'
L11	S03°34'47"W	22.36'
L12	S17°30'59"W	96.04'
L13	S05°54'42"W	87.89'
L14	S02°22'17"E	89.08'
L15	S09°55'13"E	78.70'
L16	S19°50'45"E	138.40'
L17	S00°54'04"E	131.36'
L18	S08°27'19"E	163.65'
L19	S31°26'09"E	137.28'
L20	S07°23'15"E	135.07'
L21	S04°39'41"W	110.19'
L22	N01°32'27"W	69.77'
L23	S07°41'27"E	62.20'
L24	S75°38'43"W	166.22'
L25	N79°28'43"E	131.59'
L26	N00°45'40"E	87.05'
L27	S03°46'24"W	140.67'
L28	S08°42'24"W	77.06'
L29	S11°04'25"W	152.14'
L30	S11°55'37"W	157.30'
L31	S06°22'38"W	75.82'
L32	N11°04'25"E	152.14'
L33	S15°26'18"W	60.12'
L34	S11°05'45"W	93.33'
L35	S07°02'02"W	156.99'
L36	S10°51'23"E	193.71'
L37	S18°43'06"E	237.61'
L38	N06°20'53"W	19.21'
L39	N05°56'15"W	106.79'
L40	S02°59'51"E	118.77'
L41	S60°31'18"E	78.60'
L42	S41°18'46"E	99.62'
L43	S11°02'40"E	26.43'
L44	S70°21'50"E	61.79'
L45	S19°09'16"E	112.23'
L46	S25°28'23"E	67.62'
L47	S55°01'59"E	46.30'
L48	S17°51'21"E	50.87'
L49	S35°24'00"E	69.63'

NOTES:

1. THERE WILL BE A 25' FRONT BUILDING SETBACK ON ALL LOTS EXCLUDING LOTS 7-13, BLOCK 'F';ON LOTS 7-13, BLOCK 'F', THE FRONT BUILDING SETBACK WILL CONCUR WITH THE EXISTING ELECTRIC EASEMENT.
2. THERE WILL BE A 15' SIDE BUILDING SETBACK ON ALL LOTS EXCLUDING LOT 5, BLOCK 'B', LOT 9, 22, 29 & 30, BLOCK 'E', ON LOT 5, BLOCK 'B', LOT 9, 22, 29 & 30, BLOCK 'E' THE SIDE BUILDING SETBACK WILL CONCUR WITH THE EXISTING ELECTRIC EASEMENT.
3. THERE WILL BE A 15' P.U.E. ALONG THE FRONT OF EACH LOT, A 10' P.U.E. ALONG ALL SIDE LOT LINES AND A 5' P.U.E. ALONG ALL REAR LOT LINES.
4. WATER SERVICE TO BE PROVIDED BY CHISHOLM TRAIL SPECIAL UTILITIES DISTRICT.
5. WASTEWATER SERVICE TO BE PROVIDED BY ON-SITE SEPTIC FACILITIES.
6. NO STRUCTURE OR LAND ON THIS BLUE LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
7. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS BLUE LINE (SURVEY) AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
8. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
9. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURENCE OF THE BASE FLOOD DISCHARGE.
10. NO DEVELOPMENT SHALL BEGIN ON LOTS 5-9, 13-15, 18, 22-26, 35 AND 36, BLOCK 'E' AND LOTS 2, 3 AND 5, BLOCK 'B', PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED.
11. THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH PROSPECTIVE BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS OF WILLIAMSON COUNTY. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATION IS MADE FOR DEVELOPMENT PERMITS.
12. ACCESS TO LOT 5, BLOCK 'E', WILL BE RESTRICTED TO SUE CIRCLE. ACCESS TO LOT 15, BLOCK 'E', WILL BE RESTRICTED TO CHRISTINE LANE.
13. 100 YEAR FLOOD PLAIN DETERMINED BY T. E. HAYNIE AND ASSOC.
14. PERMANENT BENCHMARK IS A CONCRETE MONUMENT LOCATED ON THE WEST PROPERTY LINE, APPROXIMATELY 81 LINEAR FEET SOUTH OF MARTINDALE AVENUE. ELEV: 991.38

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

FINISHED FLOOR ELEVATION TABLE

BLOCK	LOT	MINIMUM FINISHED FLOOR ELEVATION
BLOCK 'E'	14	966
BLOCK 'E'	15	975
BLOCK 'E'	18	967
BLOCK 'E'	22	963
BLOCK 'E'	23	968
BLOCK 'E'	24	971
BLOCK 'E'	25	972
BLOCK 'E'	26	972
BLOCK 'E'	35	987
BLOCK 'E'	36	980

OWNER : MARTIN J. DESTEFANO
P.O. BOX 160160
AUSTIN, TEXAS 78716
ACREAGE : 78.289 ACRES
SURVEY : J.H. WILLIAMS SURVEY ABSTRACT NO. 669
WAYMAN WELLS SURVEY ABSTRACT NO. 648
NUMBER OF LOTS : 49
NUMBER OF BLOCKS : 5
LINEAR FEET OF STREETS : 774.8 (70' R.O.W.)
6353.3 (60' R.O.W.)
PROPOSED USE : SINGLE-FAMILY

FINAL PLAT
ANCIENTS OAKS
SECTION ONE
SHEET NUMBER
JOB No. 98-119 3 OF 4

HAYNIE & ASSOCIATES
Civil Engineers and Land Surveyors
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

PHOTOGRAPHIC MYLAR

Cabinet T Slide 176

FINAL PLAT
ANCIENT OAKS
SECTION ONE
WILLIAMSON COUNTY, TEXAS

FIELD NOTES DESCRIPTION
OF 78.289 ACRES

FIELD NOTES DESCRIPTION OF 78.289 ACRES (3,410,276 SQ. FT.) OF LAND OUT OF THE J.H. WILLIAMS SURVEY ABSTRACT NO. 669 AND THE WAYMAN WELLS SURVEY ABSTRACT NO. 648 SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID 78.289 ACRE TRACT BEING A PORTION OF THAT CERTAIN 391.17 ACRE TRACT AS CONVEYED TO MARTIN J. DESTEFANO AS DESCRIBED IN A GENERAL WARRANTY DEED IN DOCUMENT NO. 9540156 OF THE WILLIAMSON COUNTY DEED RECORDS (W.C.D.R.), WILLIAMSON COUNTY, TEXAS, SAID 78.289 ACRE (3,410,276 SQ. FT.) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT AN 1/2" IRON ROD FOUND, SAID POINT BEING IN THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 183 (100' R.O.W.) AND SAME POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN 10.00 ACRE TRACT AS CONVEYED TO BOZENNA M. SELTZ AS DESCRIBED IN VOLUME 2057, PAGE 296 OF THE W.C.D.R., FOR THE POINT OF REFERENCE;

THENCE, N 70° 55' 29" E, A DISTANCE OF 212.26 FEET DEPARTING THE EASTERLY R.O.W LINE OF U.S. HIGHWAY 183 AND ALONG THE SOUTHERLY LINE OF SAID 10.00 ACRE TRACT TO AN 1/2" IRON ROD SET FOR THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, N 70° 55' 29" E, A DISTANCE OF 681.12 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID 10.00 ACRE TRACT TO AN 1/2" IRON ROD FOUND, SAID POINT BEING THE SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF THAT CERTAIN 10.001 ACRE TRACT AS CONVEYED TO JOHN ESTES MAJOR AS DESCRIBED IN DOCUMENT NO. 9735481 OF THE W.C.D.R. FOR AN ANGLE POINT;

THENCE, N 70° 54' 26" E, A DISTANCE OF 799.76 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID 10.001 ACRE TRACT TO AN 1/2" IRON ROD FOUND, SAID POINT BEING THE SOUTHEAST CORNER OF SAID 10.001 ACRE TRACT AND IN THE WESTERLY LINE OF LOT 23, LIVE OAKS ESTATES (UNRECORDED) AND ALSO BEING THE WESTERLY LINE OF THE J. NORTHCROSS SURVEY ABSTRACT NO. 478 FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE WESTERLY LINE OF LIVE OAK ESTATES (UNRECORDED) LOTS 23 THROUGH 27 AND THE EASTERLY LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 19° 57' 56" E, A DISTANCE OF 556.74 FEET TO AN 1/2" IRON ROD FOUND,
2. S 20° 08' 17" E, A DISTANCE OF 685.64 FEET TO AN 1/2" IRON ROD FOUND,
3. S 19° 42' 17" E, A DISTANCE OF 258.61 FEET TO AN 1/2" IRON ROD FOUND,

FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING THE WESTERLY LINE OF SAID LIVE OAK ESTATES (UNRECORDED) AND THROUGH THE INTERIOR OF SAID 391.17 ACRE TRACT THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1. S 78° 28' 43" W, A DISTANCE OF 405.32 FEET TO AN 1/2" IRON ROD SET;
2. S 11° 31' 17" E, A DISTANCE OF 65.50 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
3. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 44° 24' 55", AN ARC LENGTH OF 15.50 FEET AND A CHORD WHICH BEARS S 33° 43' 44" E, A DISTANCE OF 15.12 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
4. CONTINUING ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 171° 17' 07", AN ARC LENGTH OF 149.47 FEET AND A CHORD WHICH BEARS S 29° 42' 21" W, A DISTANCE OF 99.71 FEET TO AN 1/2" IRON ROD SET;
5. S 11° 31' 17" E, A DISTANCE OF 499.19 FEET TO AN 1/2" IRON ROD SET;
6. S 68° 15' 33" W, A DISTANCE OF 122.77 FEET TO AN 1/2" IRON ROD SET;
7. N 76° 36' 53" W, A DISTANCE OF 266.73 FEET TO AN 1/2" IRON ROD SET;
8. N 59° 56' 29" W, A DISTANCE OF 341.98 FEET TO AN 1/2" IRON ROD SET;
9. S 01° 15' 02" E, A DISTANCE OF 368.75 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
10. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 760.00 FEET, A CENTRAL ANGLE OF 04° 34' 07", AN ARC LENGTH OF 58.39 FEET AND A CHORD WHICH BEARS S 88° 32' 59" W, A DISTANCE OF 58.38 FEET TO AN 1/2" IRON ROD SET;
11. S 84° 20' 51" W, A DISTANCE OF 76.47 FEET TO AN 1/2" IRON ROD SET;
12. S 05° 39' 09" E, A DISTANCE OF 390.00 FEET TO AN 1/2" IRON ROD SE
13. S 84° 20' 51" W, A DISTANCE OF 555.86 FEET TO AN 1/2" IRON ROD SET;
14. N 00° 30' 52" W, A DISTANCE OF 281.13 FEET TO AN 1/2" IRON ROD SET;
15. S 83° 41' 48" W, A DISTANCE OF 147.77 FEET TO AN 1/2" IRON ROD SET;
16. S 59° 24' 41" W, A DISTANCE OF 75.00 FEET TO AN 1/2" IRON ROD SET; FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
17. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS S 44° 24' 41" W, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET, SAID POINT BEING IN THE AFOREMENTIONED EASTERLY R.O.W. LINE OF SAID U.S. HIGHWAY 183 FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, N 00° 35' 19" W, A DISTANCE OF 140.00 FEET CONTINUING ALONG THE EASTERLY R.O.W. LINE OF U.S. HIGHWAY 183 AND THE WESTERLY LINE OF THE HEREIN DESCRIBED TRACT TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, DEPARTING THE EASTERLY R.O.W LINE OF SAID U.S. HIGHWAY 183 AND THROUGH THE INTERIOR OF SAID 391.17 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS N 45° 35' 19" E, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET;
2. N 89° 24' 41" E, A DISTANCE OF 75.00 FEET TO AN 1/2" IRON ROD SET,
3. S 88° 38' 28" E, A DISTANCE OF 147.22 FEET TO AN 1/2" IRON ROD SET,
4. N 00° 30' 52" W, A DISTANCE OF 168.47 FEET TO AN 1/2" IRON ROD SET,
5. N 00° 20' 14" W, A DISTANCE OF 282.42 FEET TO AN 1/2" IRON ROD SET,
6. N 00° 27' 05" W, A DISTANCE OF 638.98 FEET TO AN 1/2" IRON ROD SET,
7. S 89° 24' 41" W, A DISTANCE OF 225.12 FEET TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
8. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS S 44° 24' 41" W, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET, SAID POINT BEING IN THE AFOREMENTIONED EASTERLY R.O.W. LINE OF SAID U.S. HIGHWAY 183;

THENCE, N 00° 35' 19" W, A DISTANCE OF 110.00 FEET CONTINUING ALONG THE EASTERLY R.O.W. LINE OF U.S. HIGHWAY 183 AND THE WESTERLY LINE OF THE HEREIN DESCRIBED TRACT TO AN 1/2" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, DEPARTING THE EASTERLY R.O.W LINE OF SAID U.S. HIGHWAY 183 AND THROUGH THE INTERIOR OF SAID 391.17 ACRE TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 39.27 FEET AND A CHORD WHICH BEARS S 45° 35' 19" E, A DISTANCE OF 35.36 FEET TO AN 1/2" IRON ROD SET;
2. N 89° 24' 41" E, A DISTANCE OF 175.43 FEET TO AN 1/2" IRON ROD SET,
3. N 00° 27' 04" W, A DISTANCE OF 194.98 FEET TO AN 1/2" IRON ROD SET,
4. N 00° 28' 59" W, A DISTANCE OF 542.38 FEET TO AN 1/2" IRON ROD SET FOR THE POINT OF BEGINNING AND CONTAINING 78.289 ACRES (3,410,276 SQ. FT.) OF LAND MORE OR LESS.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON

THAT I, MARTIN J. DESTEFANO, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND BEING A PORTION OF THAT CERTAIN 391.17 ACRE TRACT AS DESCRIBED IN A GENERAL WARRANTY DEED IN DOCUMENT NO. 9540156 OF THE WILLIAMSON COUNTY DEED RECORDS, WILLIAMSON COUNTY, TEXAS

DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENT SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENT AND ROADS THAT ARE SHOWN HEREON. THIS 120.015 ACRES OF OF LAND TO BE KNOWN AS

ANCIENT OAKS SECTION ONE

I HEREBY ACKNOWLEDGE THAT I AM THE SOLE OWNER OF THIS PROPERTY AND DO HEREBY STATE THAT THERE ARE NO LIENHOLDERS OR ANY UNPAID DEPT FOR WHICH THIS PROPERTY REPRESENTS COLLATERAL ON ANY LOAN.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28TH DAY OF July, 2000 A.D.

BY: _____
MARTIN J. DESTEFANO
P.O. BOX 160160
AUSTIN TEXAS, 78716

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARTIN J. DESTEFANO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28TH DAY OF July, 2000 A.D.

William A. Douglas
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

WILLIAM A. DOUGLAS
Notary Public, State of Texas
My Commission Expires
MAY 31, 2003

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON

I, TIMOTHY E. HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE FIELD NOTES FORM A MATHMATICAL CLOSURE AND THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 27TH DAY OF July, 2000 A.D.

TIMOTHY E. HAYNIE,
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2380, STATE OF TEXAS

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON

I, TIMOTHY E. HAYNIE, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PARCEL OF LAND IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND A PORTION LIES IN THE 100 YEAR FLOOD PLAIN, AS DENOTED HEREON, DEFINED BY T.E. HAYNIE & ASSOCIATES, AND THAT THESE LOTS CONFORM TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

THIS PROPERTY IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE, AND THE DRIVEWAY CULVERT TABLE, SHOWN HERE ON IS IN COMPLIANCE WITH WILLIAMSON COUNTY REGULATIONS

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS THE 27TH DAY OF July, 2000 A.D.

TIMOTHY E. HAYNIE,
REGISTERED PROFESSIONAL ENGINEER
NO. 36982, STATE OF TEXAS

STATE OF TEXAS
TIMOTHY E. HAYNIE
36982
REGISTERED
PROFESSIONAL ENGINEER

BASED UPON THE ABOVE REPRESENTATIONS OF THE SURVEYOR AND ENGINEER WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID SURVEYOR AND ENGINEER, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE WILLIAMSON COUNTY FLOOD PLAIN REGULATIONS AND WILLIAMSON COUNTY ON-SITE SEWERAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLEY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATES WITHIN IT.

PAULO PINTO
DIRECTOR ENVIRONMENTAL SERVICES

8/28/00
DATE

WILLIAMSON COUNTY COMMISSIONER'S COURT APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROADS SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, John C. Doerfler COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

John C. Doerfler 10-3-00
JOHN C. DOERFLER, COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

10-3-00
DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, Nancy E. Rister CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 3rd DAY OF October, 2000 A.D., AT 11 O'CLOCK, A.M. AND DULY RECORDED ON THE 3rd DAY OF October, 2000 A.D., AT 11:27 O'CLOCK, A.M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET T, SLIDES 174, 175, 175 & 176.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

Nancy E. Rister
CLERK

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS
BY: Lillie Hempel, DEPUTY

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIYED
THIS 6th DAY OF September 2000 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

ANCIENT OAKS
SECTION ONE

HAYNIE & ASSOCIATES
Civil Engineers and Land Surveyors
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

JOB No. 00-39

SHEET NUMBER
4 OF 4

PHOTOGRAPHIC MYLAR