

THE STATE OF TEXAS )  
 COUNTY OF WILLIAMSON )

KNOW ALL MEN BY THESE PRESENTS:

49

That we, D. L. Pickett and wife, Allie D.  
 Pickett, of Williamson County, Texas, hereinafter referred  
 to as Grantors, for and in consideration of Ten and No/100 Dollars  
 (\$10.00) and other good and valuable consideration to us in  
 hand paid by Kerry G. Merritt and C. W. Hetherly, Jr. of Travis  
 County, Texas, hereinafter referred to as Grantees, receipt  
 of which is hereby acknowledged, and for which no lien, expressed  
 or implied is retained or shall exist, and the further considera-  
 tion of \$100,000.00, evidenced by one vendor's lien note of  
 even date herewith, executed by Grantees, and payable to Grantors  
 herein, or order, bearing interest from date until paid at the  
 rate of 7% per annum, payable as follows: interest only on said  
 note to be due and payable annually commencing on the 25th  
 day of May, 1972, and to be payable annually there-  
 after up to and including the payment due on the 25th day  
 of May, 1974; commencing on the 25th day of  
May, 1975, said note to be due and payable as to  
 principal in annual installments of \$14,285.71, plus accrued  
 interest, and a like installment of \$14,285.71, plus accrued  
 interest, to be due and payable on the 25th day of May  
 of each and every succeeding calendar year thereafter until said  
 note is fully paid both as to principal and interest; to secure  
 the full payment of said note, a vendor's lien is hereby reserved  
 and retained on the hereinafter described property, have SOLD,  
 GRANTED AND CONVEYED, and by these presents do SELL, GRANT AND  
 CONVEY unto the above named Grantees, the following described pro-  
 perty, to-wit:

BEING 100 acres of the Wm. Addison Survey, Abst. #21, in Williamson  
 County, Texas, part of a tract of 104.16 acres described in  
 a deed from Munson to D. L. Pickett of record in Vol. 429, Page  
 111, Deed Records of Williamson County, Texas.

BEGINNING at a point in the East R O W line of Farm Road #1460,  
 the SW corner of a tract sold by Munson to Lone Star Gas Co. brs  
 S 70 deg. 15' W 6 feet, said SW corner stands S 19 deg. E 150  
 feet from the NW corner of the original Munson tract. Lone Star  
 deed in Vol. 325, Page 501, D/R.

THENCE N 70 deg. 15' E 307 feet with a fence to the SE corner  
 of the Lone Star Gas tract.

THENCE N 5 deg. 40' E 160.6 feet with a fence to the NE corner  
 of said tract.

THENCE N 71 deg. E with an old fence line along the North line  
 of the Munson tract and the South line of the South Side Addition  
 to Georgetown, Texas, and the South City Limits of Georgetown,  
 Texas, at 240 feet across the center of Smith Branch, at 648.5  
 feet pass a fence corner generally accepted as the Southeast  
 corner of the South Side Addition and the Southwest corner of

the Coffee Addition to Georgetown, Texas, in all 739.5 feet to a point in the center of Smith Branch the West corner of a tract conveyed by Munson to Carimiro Torres by deed recorded in Vol. 347, Page 74, Deed Records of Williamson County, Texas.

THENCE with the meanders of the Smith Branch, as follows: S 55 deg. 30' E 93.5 feet, S 65 deg. E 500 feet, a point near a forked 36 inch cottonwood, S 85 deg. E 462 feet and N 77 deg. 45' E 135 feet to the point where Smith Branch crosses the West R O W line of the M K T Railroad, a point in line with the South edge of the North wall of a concrete culvert, 1.2 feet East of a Guy Wire Anchor.

THENCE S 26 deg. 10' E parallel with and 75 feet from the center of tract of the M K T Railroad at 46 feet pass under a powerline in all 254 feet to the point where the Railroad R O W narrows.

THENCE N 63 deg. 50' E 25 feet to a point 50 feet from the center of tract of the M K T Railroad.

THENCE S 26 deg. 10' E 1340 feet to a fence corner post at the Southeast corner of the Munson tract.

THENCE S 66 deg. 40' W with an old fence line at 1850 feet pass under another powerline in all 2025.5 feet to a large cedar fence corner post set in concrete, the Southeast corner of a tract sold to F. W. Parker by deed recorded in Vol. 412, page 120, Deed Records of Williamson County, Texas.

THENCE N 21 deg. 50' W with a fence along the East line of this tract 82 feet to the NE corner of a tract sold to Parker in Vol. 432, Page 392.

THENCE S 66 deg. 40' W 2864 feet to the Northwest corner of the Parker tract the Southwest corner of this tract in the East line of the F M Road.

THENCE N 19 deg. 23' W with the East line of the Farm Market Road 394.5 feet to set Iron Pin.

THENCE N 75 deg. 11' E 215 feet to set Iron Pin.

THENCE N 18 deg. 55' W 695.8 feet to set an Iron Pin in fence.

THENCE S 75 deg. 11' W 215 feet to set Iron Pin at fence corner.

THENCE N 18 deg. 46' W 79.4 feet to R O W marker.

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THENCE N 3 deg. 2' E 107.7 feet to R O W marker.

THENCE N 18 deg. 46' W 500 feet to R O W marker.

THENCE N 40 deg. 34' W 107.7 feet to R O W marker.

THENCE N 18 deg. 46' W 278 feet to place of beginning.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantees, their heirs and assigns forever. And said above named Grantors hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the above named Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantees assume payment of taxes for the year 1971, and agree to pay all taxes each year upon the above described property and premises before any interest or penalty accrues

thereon, and failure of Grantees, their heirs, assigns, or legal representatives to pay taxes shall authorize the owner of said note, without being under legal obligation to do so, to pay taxes, and all sums of money expended by the owner of said note in the payment of said taxes shall be a charge and debt against the Grantees herein and the above described property and shall bear interest from date same is expended until paid at the rate of 10% per annum, and be secured by the lien reserved above and be subject to the 10% attorney's fee clause in the above mentioned note; and failure of the Grantees herein, their heirs, assigns or legal representatives, to pay taxes or to carry out any other covenant or condition herein and in said note shall authorize the owner of said note to declare the whole of the same due and payable and to immediately institute suit for foreclosure and collection.

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This conveyance is made expressly subject to those certain seven (7) easements in favor of the Texas Power & Light Co. respectively of record as follows:

1. Vol. 239, Page 51, Deed Records of Williamson County, Texas;
2. Vol. 239, Page 142, Deed Records of Williamson County, Texas;
3. Vol. 261, Page 138, Deed Records of Williamson County, Texas;
4. Vol. 281, Page 187, Deed Records of Williamson County, Texas;
5. Vol. 281, Page 193, Deed Records of Williamson County, Texas;
6. Vol. 437, Page 574, Deed Records of Williamson County, Texas; and
7. Vol. 454, Page 3, Deed Records of Williamson County, Texas.

The vendor's lien herein retained is subject to a partial release provision contained in a deed of trust of even date herewith from Kerry G. Merritt and C. W. Hetherly, Jr. to Bill Lott, Trustee, for the benefit of the holders of such \$100,000.00 note.

The vendor's lien herein retained is further made expressly subject to a substitution of collateral agreement executed simultaneously herewith.

Grantors do hereby place upon and charge the above described property with the following restrictive covenant and the same shall be binding upon the Grantees herein, their heirs and assigns, and the same shall be deemed and considered as a covenant running with the land:

1. No trailer house (also commonly known and referred to as a mobile home) shall at any time ever be placed upon

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any portion of the above described property and used as a residence either temporarily or permanently.

If the Grantees herein, their heirs or assigns, shall violate or attempt to violate such covenant as herein contained, it shall be lawful for the Grantors herein or any other person or persons owning any portion of the above described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant to prevent him or them from so doing or to recover damages or other dues for such violations, or both.

The failure at any time to enforce these restrictions and covenants by any person having a right to enforce the same, whether such violations are of knowledge or not, shall not constitute a waiver or estoppel of his right to do so at any time such violations shall continue to exist.

WITNESS OUR HANDS, this the 25<sup>th</sup> day of May, 1971  
1971.

D. L. Pickett  
D. L. Pickett

Allie D. Pickett  
Allie D. Pickett

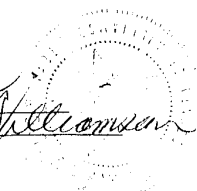
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THE STATE OF TEXAS )  
COUNTY OF Williamson )

BEFORE ME, the undersigned authority, on this day personally appeared D. L. Pickett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25<sup>th</sup> day of May 1971.

Malcolm G. Evans  
Notary Public in and for Williamson  
County, Texas



THE STATE OF TEXAS )  
COUNTY OF Williamson )

BEFORE ME, the undersigned authority, on this day personally appeared Allie D. Pickett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25<sup>th</sup> day of May 1971.

Malcolm G. Evans  
Notary Public in and for Williamson  
County, Texas

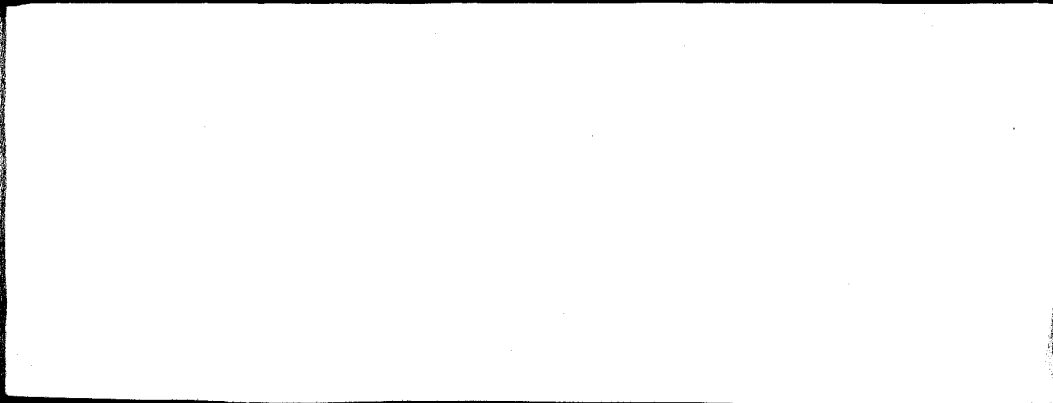


Filed for Record on the 27 day of May A. D. 1971, at 8:00 o'clock A. M.

Duly Recorded this the 27 day of May A. D. 1971, at 2:50 o'clock P. M.

DICK CERVENKA, County Clerk  
Williamson County, Texas

By Clairie Briggell Deputy



**NOTICE**

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.  
To select the proper form, fill in blank spaces, strike out form provisions or  
insert special terms constitutes the practice of law. No "standard form" can  
meet all requirements.

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**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

3745

KNOW ALL MEN BY THESE PRESENTS:

That we, Kerry G. Merritt and C. W. Hetherly, Jr., each owning,  
occupying and claiming other property as their respective homesteads,  
of the County of Travis and State of Texas, for and in  
consideration of the sum of -----Ten and No/100-----

----- (\$10.00) ----- DOLLARS  
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which  
is hereby acknowledged, ~~and the further consideration of~~ and for which no lien, express  
or implied, is retained or shall exist, and the further consideration  
of the execution and delivery by Grantee of its one certain promissory  
note of even date herewith in the principal sum of \$222,719.00, payable  
to the order of Kerry G. Merritt and C. W. Hetherly, Jr., as therein  
provided and bearing interest at the rates therein specified and  
providing for acceleration of maturity in the event of default and  
for attorney's fees;

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed  
of trust of even date herewith to William D. Brown Trustee,  
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto  
Industrial Corporation of Georgetown, a Texas corporation  
of the County of Williamson and State of Texas, all of the following described real  
property in Williamson County, Texas, to-wit:

ALL 818 PAGE 19

95.346 acres of the William Addison Survey, Abstract No. 21, in Williamson County, Texas, more particularly described by metes and bounds on Exhibit "A", which is attached hereto and made a part hereof by reference, for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors / heirs and assigns forever; and they do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors / heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

This conveyance is subject to the following:

- (1) All easements and restrictions of record in the office of the County Clerk of Williamson County, Texas, together with any visible or apparent easements; and
- (2) Any right, title, interest or claim of any character had or asserted by the State of Texas or by the public generally in or to any portion of the herein described property which may be within the bed or between the cut banks of a stream navigable in fact or in law or of a perennial stream.

Grantors herein agree to pay all taxes on the above described property for all years up to and including 1979, and the Grantee agrees to assume the payment of the taxes for the year 1980, the same having been prorated as of the date of this Deed.

This conveyance is subject to the covenant, hereby made by Grantee, and the condition that at no time shall the property be used for the purpose of raising hogs or for a dump ground or garbage disposal site; this condition and covenant shall run with the land and shall be binding upon Grantee, its successors and assigns.

Executed this 3 day of December, 1980.

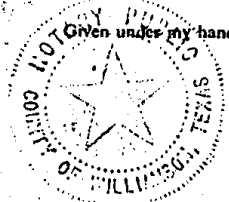
*Kerry G. Merritt*  
 Kerry G. Merritt  
*C. W. Hetherly, Jr.*  
 C. W. Hetherly, Jr.

(Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

Before me, the undersigned authority, on this day personally appeared Kerry G. Merritt and C. W. Hetherly, Jr.

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



Given under my hand and seal of office on this the

3 day of December, A.D. 19 80.

*Krista L. Adams*  
Notary Public in and for Williamson County, Texas.

My commission expires 7-13, 19 81.

*Krista L. Adams*  
(Printed or stamped name of notary)

## DESCRIPTION FOR KERRY G. MERRITT &amp; C.W. HETHERLY

BEING 95.346 acres of the William Addison Survey, Abstract No. 21, in Williamson County, Texas, part of a 100 acre tract described in a deed to Kerry G. Merritt and C.W. Hetherly of record in Vol. 536, Page 86, Deed Records of Williamson County, Texas. Surveyed on the ground in October of 1980, under the direction of W.F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron pin set at the upper Southwest corner of the said 100 acre tract in the East line of F.M. 1460.

THENCE with the East line of F.M. 1460, N 19°25' W 401.74 feet to an iron pin found at the Southwest corner of a 3.43 acre tract owned by D.L. Pickett.

THENCE with the fenced boundary of the D.L. Pickett tract, N 75°15' E 214.80 feet, an iron pipe found, N 18°52'20" W 696.0 feet to an iron pipe found, and S 75°07'30" W 215.02 feet to an iron pin found.

THENCE with the fenced East R.O.W. of F.M. 1460, N 18°42'55" W 80.66 feet, a concrete monument found, N 03°06'05" E 107.79 feet, a concrete monument found, N 18°46'10" W 500.07 feet, a concrete monument found, N 40°35'20" W 107.65 feet, a concrete monument found, and N 18°42'40" W 267.51 feet to set an iron pin at the Northwest corner of the 100 acre tract.

THENCE N 70°25'25" E at 2.67 feet pass a pipe post, continuing in all 307.63 feet with the fenced South line of a tract owned by Lone Star Gas Co., to a pipe post at the Southeast fence corner of the Gas Co. tract.

THENCE with the South line of a 4.6 acre tract conveyed to the City of Georgetown in Vol. 647, Page 736, D/R, setting iron pins on the South bank of the new channel of Smith Branch as follows: N 70°25' E 110.72 feet, N 06°00' E 48.96 feet, N 71°09' E 625.67 feet, an iron pin set near a manhole for a sewer line, S 56°10' E 48.59 feet, E 65°00' E 525.94 feet, S 85°00' E 494.79 feet, an iron pin near a manhole for the sewer line, and N 77°45' E 174.96 feet to an iron pin set.

THENCE with the fenced West line of the M.K. T. Railroad, S 26°12'35" E 151.77 feet, an iron pin set at a fence corner.

THENCE with an unfenced line N 65°12'15" E 24.35 feet to an iron pin set at an offset in the R.O.W. line of the railroad.

THENCE with the West line of the railroad, S 26°09'15" E at 41.48 feet pass a fence corner and join and follow a fence for about 1292 feet, continuing in all 1340.0 feet to an iron pin set 5.83 feet East of a fence corner post.

THENCE with the fenced South line of the 100 acre tract, and the South line of a 15 foot wide easement to Ensearch for a pipeline and cathodic protection equipment which is described in Vol. 796, Page 202, D/R, S 66°44' W at 1850.17 feet pass the upper Northwest corner of a 67.32 acre tract owned by E.C. Bouffard, continuing in all 2026.13 feet to an iron pipe found at the Southeast corner of a small tract owned by F.W. Parker.

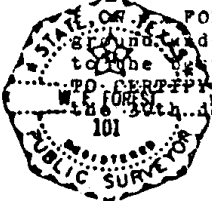
THENCE with the fenced line of the Parker tract and the Ensearch easement, N 22°44'30" W 63.59 feet to set an iron pin, and S 66°38'40" W 285.52 feet to the POINT OF BEGINNING.

STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

W.F. FOREST, do hereby certify that this tract was surveyed on the ground under my supervision and this description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 30th day of October, 1980, A.D.



*W.F. Forest*  
W.F. FOREST  
REGISTERED PUBLIC SURVEYOR NO. 101

THE STATE OF TEXAS

County of Williamson }

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I, James N. Boydston, 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 Dec. A.D. 19 80 at 3:00 o'clock P. M., and duly recorded this

the 4th day of Dec. A.D. 19 80 at 9:15 o'clock A. M., in the

Deed Records of said County, in Vol. 818 pp. 74

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By *Clair Boydston* Deputy

JAMES N. BOYDSTON, CLERK,  
County Court, Williamson County, Texas

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**GEORGIAN PLACE**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration") is made on the date hereinafter set forth by **CAPITAL PACIFIC HOLDINGS, LLC** and **GENEVA PROPERTIES, INC.** or assigns, hereinafter referred to as the "Declarants."

**WITNESSETH**

**WHEREAS, GENEVA PROPERTIES, INC.** owns certain real property in Williamson County, Texas, described on EXHIBIT A hereto;

**WHEREAS, GENEVA PROPERTIES, INC.** intends to and has agreed to subdivide such property into a single family residential subdivision to be recorded in the Plat Records of Williamson County, Texas; and

**WHEREAS, GENEVA PROPERTIES, INC.** has sold or will sell some or all of the lots in Georgian Place Addition to **CAPITAL PACIFIC HOLDINGS, LLC**; and

**WHEREAS, GENEVA PROPERTIES, INC. and CAPITAL PACIFIC HOLDINGS, LLC** as Declarants desire to create an exclusive planned community known as **GEORGIAN PLACE**, on the land described as all lots in Georgian Place Addition and such other land as may be added thereto pursuant to the terms and provisions of this Declaration,

**NOW THEREFORE**, Declarants declare that the Property (as hereinafter defined) will be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which will be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as hereinafter defined) and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants will be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and will inure to the benefit of each Owner (as hereinafter defined) thereof.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1.** "Association" will mean Georgian Place Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein

**Section 1.2** "Builder" will mean CAPITAL PACIFIC HOLDINGS, LLC and any other residential building company acquiring Lots from either Declarant for the purpose of construction and sale of homes

**Section 1.3** "City" will mean the City of Georgetown, Williamson County, Texas

**Section 1.4** "Common Areas" will mean that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances for the common use and benefit of the Owners

**Section 1.5** "Declarants" will mean CAPITAL PACIFIC HOLDINGS, LLC and GENEVA PROPERTIES, INC and their successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. "Declarant" will mean either one of them In the event that all, or substantially all of the Lots are purchased by CAPITAL PACIFIC HOLDINGS, LLC, CAPITAL PACIFIC HOLDINGS, LLC will be the sole Declarant and shall secede to all rights of the Declarant hereunder

**Section 1.6** "Declaration" will mean this Declaration of Covenants, Conditions and Restrictions, and any amendments and supplements thereto made in accordance with its terms.

**Section 1.7** "Lot" will mean any of the plots of land indicated upon the recorded subdivision plat(s) of the Property or any part thereof creating single-family homesites, but only if the plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot

**Section 1.8** "Owner" will mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**Section 1.9** "Plat" will mean the final plat or plats of the Property constituting Georgian Place as recorded in the Plat Records of Williamson County, Texas The Property may be platted in various phases, and each phase shall be deemed a part hereof and Plat shall include all of such Plats

**Section 1.10** "Property" will mean the real property described on EXHIBIT A hereto and shall include all lots in Georgian Place, according to the Plat, and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration

**Section 1.13** "Unit" will mean any residential dwelling situated upon any Lot

## ARTICLE II HOMEOWNERS ASSOCIATION

**Section 2.1** **Membership.** The Declarant and every Owner of a Lot by virtue of ownership of such Lot will be a member of the Association. Membership will be appurtenant to and will not be

separated from ownership of any Lot. There will be 2 classes of membership: Class A and Class B, being more particularly described in Section 2.7.

**Section 2.2 Funding.** Subject to the terms of this Article II, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (a) regular assessments or charges, and (b) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the covenants contained herein. The regular and special assessments, together with interest, costs, and reasonable attorneys' fees, will be a charge on the land and will be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, will also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments will not pass to the successors in title of such Owner unless expressly assumed by them in writing. The Declarant shall have no obligation to pay any assessments on Lots owned by Declarant, and no assessments shall accrue on any such Lots during the term of declarant's ownership, unless herein specifically stated.

**Section 2.3 Regular Assessment or Charge.** The Lots will be subject to regular charges and assessments in accordance with the following terms:

(a) **Regular Assessment Rate.** Subject to the terms of this Article, each Lot is hereby subject to an initial regular assessment charge as provided in this Section 2.3. The regular assessment charge shall be fixed at a uniform rate for all Lots except that a Lot owned by Declarant shall be assessed at \$1 00 per Lot per year. The rate at which each Lot will be assessed, and whether such assessment will be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association (the "**Board of Directors**"), at least 30 days in advance of each assessment period. Said rate may be adjusted as provided by the Board of Directors, subject to the provisions herein and in the By-laws. The initial regular assessment is \$15 00 per month per Lot.

(b) **Declarant's Subsidy/Full Assessment Obligation.** While Declarants are only required to pay a reduced assessment rate, **GENEVA PROPERTIES, INC.** is obligated to fund any insufficiency in the annual assessment fund for the Association for a period of one year in an amount sufficient to maintain all common areas and entryways for the subdivision. Except as stated in the preceding sentence, Declarants or either of them may, but is not obligated to fund any insufficiency in the annual assessment fund. If a Declarant funds any shortfall it is not required hereunder to fund, the Association is hereby authorized and directed to repay such Declarant for the sums so advanced.

(c) **Increases in Regular Assessments** From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member (as defined in Section 2.7 hereof), the maximum regular assessment shall be increased each year 10% above the maximum assessment for the previous year without a vote of the membership. This increase in the maximum assessment does not mean that the Board will or has to increase the assessment to the maximum level when it sets the regular assessment. From and after January 1st of the year

immediately following the conveyance of the first Lot to a Class A member the maximum regular assessment may be increased more than 10% above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as and incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) **Certificate of Assessment Status** The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period

(e) **Purposes of Assessment Fund.** The Association will establish an assessment fund composed of regular assessments and will use the proceeds of such fund in providing for normal, recurring expenses related to the Common Maintenance Areas or that are set forth in the Association's budget. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following. normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association will have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; perpetual maintenance and enhancement for fences, columns, signage, walls, grounds, landscaping, lights, entry monuments, payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the regular assessment fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the regular assessment, employment of policemen and watchmen, if any; caring for vacant Lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance will be final and conclusive so long as such judgment is exercised in good faith. The Association will, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Areas. The fund will be established and maintained out of regular assessments.

**Section 2.4. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements** In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot to a Class A Member that is not a Declarant, a special assessment equal to two (2) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. The aggregate fund

established by such special assessment shall be maintained in a segregated account, and shall be available for all necessary expenditures of the Association

(b) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments with the regular assessment fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

(c) The Board of Directors shall determine the necessity and the amount of any special assessment. Special assessments shall not be effective unless approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for the purpose of approving the special assessments and conducting other business, if any. Written notice of such meeting shall be sent to each member not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

**Section 2.5 Non-payment of Assessments; Remedies of the Association.** Any assessment not paid within 10 days after the due date will bear interest from the due date at the highest rate of interest allowed by Texas law, as amended from time to time. The Association will have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

**Section 2.6 Subordinated Lien to Secure Payment.** To secure the payment of any assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure will extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer will relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association will have the right to file notices of liens in favor of such Association in the Real Property Records of Williamson County, Texas.

**Section 2.7 Voting Rights.** The Association will have two classes of voting membership:

(a) **Class A.** Class A members will be all Owners, with the exception of Declarants, and will be entitled to 1 vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons will be members, but the vote for such Lot will be exercised as they

among themselves determine, and in no event will more than 1 vote be cast with respect to any Lot

(b) **Class B.** The Class B members will be the Declarants and each Declarant will be entitled to 3 votes for each Lot that Declarant owns. The Class B membership will cease and be converted to Class A membership 120 days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or 10 years after conveyance of the first Lot to a Class A member, whichever occurs earlier

(c) **Suspension.** All voting rights of an Owner will be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the By-laws or rules and regulations of the Association

### **ARTICLE III GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION**

**Section 3.1 Purpose of Regular Assessment Fund.** The Board of Directors, for the benefit of the Owners, will provide and will pay for out of the regular assessment fund (provided for in Article II above) the following

- (a) Taxes and assessments and other liens and monetary encumbrances which will properly be assessed or charged against the Common Areas rather than against the individual Owners, if any
- (b) Care and preservation of the Common Areas and the Common Maintenance Areas.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors (provided that any contract for management of the Association will be immediately terminable, without cause, by the Association, with no penalty, upon no more than 90 days prior written notice to the managing party), and the services of such other personnel as the Board of Directors will determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board of Directors or by the manager.
- (d) Legal and accounting services
- (e) A policy or policies of insurance insuring the Association and/or its Board of Directors and officers against liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV
- (f) Workers compensation insurance to the extent necessary to comply with any applicable laws

(g) Such fidelity bonds as may be required by the By-laws or as the Board of Directors may determine to be advisable.

(h) Normal recurring expenses as described in paragraph 2 3(e).

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion will be necessary or proper for the enforcement of this Declaration.

**Section 3.2 Powers and Duties of the Board of Directors.** The Board of Directors, for the benefit of the Owners, will have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the By-laws of the Association

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board of Directors sees fit

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary for or incidental to the operation and management of the Association

(d) To protect or defend the Common Areas and the Common Maintenance Area (if desired by the Board) from loss or damage by suit or otherwise, and to provide adequate reserves for replacements

(e) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected

(f) To make available for inspection by Owners within 60 days after the end of each fiscal year an annual report, and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules

(i) To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings

**Section 3.3 Board Powers Exclusive.** The Board of Directors will have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the regular assessment fund and the exclusive right and obligation to perform the functions of the Board of Directors, except as otherwise provided herein

**Section 3.4 Maintenance Contracts.** The Board of Directors, on behalf of the Association, will have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association

#### ARTICLE IV TITLE TO COMMON AREAS

**Section 4.1 Association to Hold.** The Association will own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein will create an obligation on the part of Declarant to establish any Common Areas

**Section 4.2 Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association will purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas or the Common Maintenance Area (if desired by the Board of Directors). The policy limits will be as determined by the Board of Directors of the Association. The Association will use its best efforts to see that such policy will contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, the Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association will be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

**Section 4.3 Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

**ARTICLE V  
ARCHITECTURAL REVIEW**

**Section 5.1 Architectural Control Committee.** A committee to be known as the Architectural Control Committee (the "ACC") will be established consisting of 3 members.

(a) The members of the ACC will be appointed, terminated and/or replaced by the Declarant so long as there is Class B membership. Thereafter the members of the ACC will be appointed, terminated and/or replaced by the Board of Directors. The members appointed to the ACC are Curtis Davidson, Ty Cunningham and Eric Willis. So long as CAPITAL PACIFIC HOLDINGS, LLC owns any Lots in the Subdivision, or has any option to purchase any Lot or Lots in the Subdivision, CAPITAL PACIFIC HOLDINGS, LLC, unless at least two of the members of the ACC have been appointed by CAPITAL PACIFIC HOLDINGS, LLC, CAPITAL PACIFIC HOLDINGS, LLC will have exclusive architectural control over the lots owned by CAPITAL PACIFIC HOLDINGS, LLC

(b) The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.

(c) The ACC will act by simple majority vote, and will have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties

**Section 5.2 Scope of Review.** No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement will be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant will be exempt from the provisions of this Article V. In addition to ACC approval, all buildings, etc must obtain all necessary city approvals and permits

**Section 5.3 Submission of Plans.** Prior to the initiation of construction upon any Lot, the Owner (excluding Declarant) thereof will first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner will submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

**Section 5.4 Plan Review.** Upon receipt by the ACC of all of the information required by this Article V, the ACC will have 30 days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (b) the improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines, (c) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property, (d) the individual or company intended to perform the work is acceptable to the ACC; and (e) the improvements will be substantially completed, including all cleanup, within 3 months of the

date of commencement (6 months for the construction of a complete house) An applicant must obtain all necessary city building permits and approvals prior to beginning construction. If the ACC fails to issue its written approval within 30 days of its receipt of the last of the materials or documents required to complete the Owner's submission, such failure by the ACC to issue its written approval shall be deemed disapproval

**Section 5.5 Non-conforming Structures.** If there will be a significant or material deviation from the approved plans in the completed improvements, such improvements will be in violation of this Article V to the same extent as if erected without prior approval of the ACC The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, will recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof

**Section 5.6 Immunity of ACC Members.** No individual member of the ACC will have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association will defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice

**Section 5.7 Address for Notice.** Requests for ACC approval or correspondence with the ACC will be addressed to Architectural Control Committee and mailed or delivered in care of Declarant at the address shown at the end of the signature block hereto, or such other address as may be designated from time to time by the ACC No correspondence or request for approval will be deemed to have been received until actually received by the ACC in form satisfactory to the ACC

## **ARTICLE VI EASEMENTS**

**Section 6.1 Utility Easements.** As long as Class B membership will be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television, telephone, gas and electric systems. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon cessation of Class B membership, the Association will have the right to grant the easements described herein Notwithstanding the foregoing, neither Declarant nor the Association shall have any rights to grant further easements in any property dedicated to the City, or to retain or obtain title to any dedicated easements or improvements within those easements

**Section 6.2 Declarant's Easement to Correct Drainage.** As long as Class B membership will be in effect, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing,

nothing herein will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property.

**Section 6.3 Easement for Unintentional Encroachment.** The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Areas caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement will exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

**Section 6.4 Easement for Perimeter Fence and Sidewalk.** The Declarant hereby reserves for the benefit of Declarant and the Association an exclusive easement for a perimeter masonry and/or wooden fence and sidewalk running at the rear (and in some cases, the side) of Lots along the streets surrounding the neighborhood. These Lots will be sold subject to the perimeter masonry and/or wooden fence and sidewalk and the fence and sidewalk easement described in this section, and the easement will be coextensive with the footprint of the fence and sidewalk. Additionally, the owners of these Lots will be responsible for the maintenance of the interior portion of the fence, including, but not limited to, watering the area upon which the fence is situated to prevent the shifting of the foundation of the fence which could damage the fence.

**Section 6.5 Entry Easement.** If the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association will have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein will not be deemed a trespass, and the Association will not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**Section 6.6 Drainage Easements.** Easements for the installation and maintenance of utilities, storm water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material will be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

**Section 6.7 Temporary Completion Easement.** All Lots will be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement will terminate 12 months after the date such Lot is conveyed to the Owner by the Declarant.

**ARTICLE VII  
USE AND OCCUPANCY**

All Lots and dwellings will be used and occupied primarily for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose (including residential day care facilities) if (a) the existence or operation of the business activity is apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity does not conform to all zoning requirements for the Property; (c) the business activity involves regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents in the Property; and (d) the business activity diminishes the residential character of the Property or constitutes a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property, as may be determined in the sole discretion of the Board of Directors. This prohibition will not apply to (i) "garage sales" conducted entirely on an Owner's Lot in accordance with guidelines (if any) established by the Association provided that no Owner will conduct more than 1 garage sale of no more than 2 days duration during any 6 month period, or (ii) the use of any Unit by Declarant or any Builder as a model home or sales office, or (iii) the use of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant or any Builder.

**ARTICLE VIII  
PROPERTY RIGHTS**

**Section 8.1 Owners' Easements of Enjoyment.** Every Owner will have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement will be appurtenant to and will pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.
- (b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) The right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication, sale or transfer will be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer, excluding Declarant.
- (d) The right of the Association, subject to the provisions hereof, to mortgage all or any part of the Common Areas. The Common Areas cannot be mortgaged without consent of two-thirds (2/3) of the votes of each class of membership, excluding Declarant.

(e) All easements herein described are easements appurtenant to and running with the land; they will at all times inure to the benefit of and be binding upon Declarant, its grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force

**Section 8.2** **Effect of Declaration.** Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration will be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents

**Section 8.3** **Rezoning Prohibited.** No Lot will be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party

**Section 8.4** **Lot Consolidation.** A Declarant may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof through application with the City The Lot or Lots resulting from such division and/or consolidation shall bear, and the Owner(s) thereof shall be responsible for, all assessments theretofore applicable to the Lots which are divided and/or consolidated, provided, however, if a Lot is split and not completely consolidated into another Lot, then the assessment amount shall be prorated on a square footage basis Each such building site shall meet all lawful requirements of any applicable statute, ordinance or regulation

**Section 8.5** **Drainage Alteration Prohibited.** The surface water drainage contours of each Lot will conform to the approved grading plan established by the Declarant or any Builder, unless drainage plans are modified by Declarant. No Owner will fill or alter any drainage swale established by the Declarant or any Builder, nor will any Owner install landscaping or other improvements that may damage or interfere with the installation and maintenance of utilities or which may obstruct or divert surface water runoff from the drainage patterns, swales and easements established by the Declarant or any Builder

## ARTICLE IX USE RESTRICTIONS

**Section 9.1** **Nuisances.** No noxious or offensive activity will be carried on upon any Lot, nor will anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood

**Section 9.2** **Development Activity.** Notwithstanding any other provision herein, Declarant and its successors and assigns, including Builders, will be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family dwelling units on the Property None of such activities or uses shall be deemed a violation of these restrictions.

**Section 9.3 Temporary Structures.** No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure will be used on any Lot at any time as a residence, either temporarily or permanently. This restriction will not be interpreted to limit the right of Declarant or any Builder to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities, which rights are expressly granted

**Section 9.4 Signs.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Property or the subdivision or carried by any person or by any other means displayed within the Property or the subdivision except the following

- (a) **For Sale Signs.** An Owner may erect 1 sign not exceeding 2 feet by 3 feet in area, fastened only to a stake in the ground and extending not more than 3 feet above the surface of the ground advertising the property for sale.
- (b) **Declarant's Signs.** Signs or billboards may be erected by a Declarant or any Builder as a Declarant shall reasonably desire and approve and as approved by the City
- (c) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs will not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election
- (d) **School and Business Logos** Emblems or bumper stickers advertising a resident's school or business mounted upon vehicles parked or driven in the subdivision

Declarant or its agents will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements; and in so doing, will not be subject to any liability in connection with such removal

**Section 9.5 Vehicles** The location of vehicles on any part of the Property shall be governed by the following terms.

- (a) **Campers, Boats and Recreational Vehicles.** No campers, boats, marine craft, hovercraft, boat trailers, travel trailers, motor homes, camper bodies, golf carts, and other types of recreational vehicles and non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within a garage located on such Lot and/or said vehicles and/or accessories are fully screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in operable condition. The ACC, as designated in this Declaration, will have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and fully enclosed and/or screened. Upon an adverse determination by said ACC, the vehicle and/or accessory will be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor

vehicles, boats, trailers, recreational vehicles, or other machinery or equipment will be permitted in any driveway or yard adjacent to a street.

(b) **Commercial Vehicles.** No commercial vehicle will be parked on any street right-of-way or Lot except within an enclosed structure which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. No trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time. These provisions shall not apply to a Declarant Builder during the construction phase of any unit on a Lot.

(c) **Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks, and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot.

**Section 9.6 Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets, provided that they are not kept, bred, or maintained for any commercial purpose or for food. It is the purpose of these provisions to restrict the use of the Property so that no person will quarter on the premises cows, horses, bees, hogs, pigs, sheep, goats, ducks, geese, chickens, turkeys, skunks or other animals that may interfere with the quietude, health or safety of the community. No more than 4 animals may be kept on a single Lot. All such animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All animals must be properly tagged for identification. No animal will be allowed to run at large, and all animals will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be constructed in accordance with plans approved by the ACC, will be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and will be screened so as not to be visible from any other portion of the Property.

**Section 9.7 Garbage and Refuse Disposal.** No Lot will be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste will not be kept except in sanitary containers. All equipment for the storage or disposal of such material will be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but will be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant.

**Section 9.8 Air-Conditioning Units.** No air-conditioning apparatus will be installed on the ground in front of a residence nor will any air-conditioning apparatus or evaporative cooler be attached to any front wall or any window of a residence.

**Section 9.9 Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways will be placed or permitted to remain on any corner Lot within the areas restricted by the Plat as building lines. No tree will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 9.10 Parking.** No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to driveways or streets intended for vehicular use.

**Section 9.11 Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot, will be used for manufacturing, industrial, business, professional, commercial, institutional or other non-residential purposes, except as set forth in Article VII.

**Section 9.12 Detached Buildings.** No detached accessory buildings (other than provided herein) and/or storage buildings, will be erected, placed or constructed upon any Lot by any party other than Declarant and any Builder if approved by Declarant, without the prior consent of the ACC, which consent shall be governed by the terms of the Plan; provided, however, the height of twenty feet under the Plan is limited to ten feet, unless the approval of the Architectural Control Committee is obtained, which consent can be withheld or granted in each instance without regard to whether prior grants have allowed buildings over ten feet. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, will be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Exterior paint and roofing materials of such outbuildings shall be consistent with the existing paint and roofing materials of the dwelling.

**Section 9.13 Fences.** All fences and walls will comply with the Plan and City requirements. No fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards, except for fences erected in conjunction with model homes or sales offices. Fences constructed on corner lots may be erected one foot from the sidewalk and/or curb for the side yard as long as such fencing complies with City requirements. All perimeter fences will be constructed of wood, brick and/or masonry except for retaining walls installed by Declarant or retaining walls or decorative walls approved by the ACC. All perimeter fences will be 6 feet in height unless another height is approved by the ACC but, in any event, no such fence will be less than 4 feet in height. Any variance shall require City approval. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot unless such fence is located within the perimeter fence in such a manner that it is not visible from any street, alley, park, Common Area or public area (unless otherwise approved by the ACC in the manner described below). Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent Lots will be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence will be maintained by the Owners whose Lots are involved jointly with expenses being shared equally. Notwithstanding the foregoing, the ACC will have the right and authority to approve variances of fencing height, material and/or location for reasonable cause or to alleviate hardship as determined in the sole judgment of the ACC, provided however, the ACC may not approve a variance which contradicts the zoning and/or subdivision ordinances of the City unless the City has previously approved the variance. Decorative fencing may be allowed on the Lots in accordance with the Plan.

**Section 9.14 Sidewalks.** All sidewalks will conform to any Plan and City specifications and regulations. If a homeowner, its representative, agent or employee, causes damage to any sidewalk located on or adjacent to such homeowner's Lot, the homeowner must repair or replace the sidewalk so that it will be returned to its original condition on or before 45 days following the date such damage occurred.

**Section 9.15 Landscaping and Exterior Maintenance.** Decorative ground cover rock in the front and side yard may not exceed 10% of the total area of the front and side yard. Growth of grasses in lawns must be properly maintained not to exceed 6 inches in height. All landscaping located on any Lot will be properly maintained at all times by the Lot Owner. Each Lot Owner will keep all shrubs, trees, grass, and plantings of every kind on his Lot cultivated, pruned, free of trash, and other unsightly material. All improvements upon any Lot will at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. Declarant, the Association, and the ACC will have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner.

**Section 9.16 Antennae, Satellite Dishes and Solar Collectors.** Except with the written permission of the ACC or as provided herein, no Owner may erect or maintain (a) any direct broadcast satellite ("DBS") antenna greater than one meter (39 inches) in diameter, or (b) any multi-channel multipoint distribution service (wireless cable) ("MMDS") antenna greater than one meter (39 inches) in diameter, provided, however, such DBS or MMDS antenna being less than one meter in diameter may be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received as long as such DBS or MMDS antenna is screened from view (for aesthetic reasons) of any street, alley, park, Common Area or other public area, unless otherwise approved in writing by the ACC. The installation of any other antennal structure, such as a television broadcast service ("TVBS") antenna, will be mounted in the attic of a residential structure unless written permission is given by the ACC to place such antennal structure in another location. Except with the written permission of the ACC, no solar collector panels may be placed on or around the residential structure.

**Section 9.17 Clothes Hanging Devices.** No clothes hanging devices exterior to a dwelling are to be constructed on the Lot.

**Section 9.18 Window Treatment.** No aluminum foil, reflective film or similar treatment will be placed on windows or glass doors. Temporary window treatments must be removed within 45 days.

**Section 9.19 Limitation on Square Feet.** The minimum square footage area of Units erected on the Lots will not be less than 810 square feet of liveable space for a one story Unit or less than 1,100 square feet of liveable space for a two story Unit.

**Section 9.20 Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind will be permitted upon or in any Lot, nor will oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

**Section 9.21 Mail Boxes.** Mail boxes will be erected and maintained upon areas determined by the U.S Postal Service in accordance with the current postal authority standards and the approval of the ACC

**Section 9.22 Garages and Driveways.** All openings to garages must be situated within the setback lines set out in the Plan. Garages may be used as a builder's sales offices prior to permanent occupancy of the main structure. Garages may be attached or detached and must conform to the requirements and limitations set out on EXHIBIT A hereto

**Section 9.23 Setback Lines.** No dwelling will be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum setback lines shown on the Plat or any Plan. Notwithstanding the foregoing, the ACC will have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship or for other good cause, provided however, the ACC may not approve a variance which contradicts the setback requirements of the zoning and/or subdivision ordinances of the City unless the City has previously approved the variance. Roof and eave overhangs up to twelve (12) inches shall not be considered a part of the main structure for set back requirements, and unless required by City ordinance, will not be considered encroachments or violations of the setback requirements

**Section 9.24 Athletic and Recreational Facilities.** Outdoor athletic and recreational facilities such as basketball goals, playscapes, swing sets and sport courts of a permanent nature will not be placed on any Lot in the Property or the subdivision between the street right-of-way and the front of a Unit, and must be approved by the ACC pursuant to Article V. Temporary facilities may be placed, utilized and removed from view from the street during the course of a day

**Section 9.25 Security.** Neighborhood watchman patrols may be provided by independent contractors through the Association, from time to time, however, the Association is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security for home and property

**Section 9.26 Burning.** Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything will be permitted anywhere on the Property.

**Section 9.27 Utilities.** Except as to special street lighting or other aerial facilities which may be required by the City or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) will be erected or installed on the Property whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, cable, electricity and telephone) will be buried underground. No individual water supply system or sewage disposal system will be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks

**Section 9.28 Exterior Holiday Decorations.** Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights

or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ACC will be removed within 30 days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 1st of any year. For other holidays, decorations or lights may not be displayed more than 3 weeks in advance of the holiday. The Association will have the right, upon 30 days prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, will not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.

**Section 9.29 Construction Activities.** This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole good faith judgment, the ACC will have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot, there is an excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the ACC may contract for or cause such debris to be removed, and the Lot Owner will be liable for all expenses incurred in connection therewith.

**Section 9.30 Construction Specifications.** The first floor street exterior walls of residential structures will be constructed of at least 50% masonry materials. Hardiplank and similar concrete based materials shall be considered masonry construction. The Architectural Control Committee of the Homeowners Association may grant variances to this provision to allow for the utilization of architectural elements to vary the "street scene" front elevations within the neighborhood and such that the resulting structure will not detract from the general appearance of the neighborhood. However, a minimum of at least 30% percent of the front exterior wall will be constructed of masonry materials (excluding windows, eaves, doors, other openings and gables) on all residential structures. Open air porches, colonnades, porte cocheres and detached garages located predominantly to the rear of a main structure shall not be considered street exterior walls in determining masonry percentages. **CAPITAL PACIFIC HOLDINGS, LLC** shall have the right to reduce, change, amend or modify these requirements as to any Lot owned by **CAPITAL PACIFIC HOLDINGS, LLC**, and only as to lots owned by **CAPITAL PACIFIC HOLDINGS, LLC**.

## **ARTICLE X** **PICKETING AND DEMONSTRATIONS**

By acceptance of the deed to any Lot covered by this Declaration, the Owner covenants and agrees with the Owners of all other Lots within the Property that no Owner or resident of any Lot will engage in picketing, protest marches, sit-in demonstrations, protest speeches or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or

within any Common Area, easement or street right-of way adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition will not affect the right of any person to participate in any other form of public protest conducted outside the area depicted on the recorded subdivision Plat. No Owner or resident of any Lot will engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Common Area easement or street depicted on the subdivision Plat. Each Owner, by acceptance of the deed to any Lot, will be deemed to have accepted the foregoing prohibitions as reasonable limitations on his constitutional right of free speech, and to recognize and agree that all Owners have the right to the peaceful enjoyment of their property; the right of privacy; the right to practice their own religion, the freedom of association, and the right to engage in a profession, business or life-style of their own choosing provided that the conduct of such profession, business or life-style is not illegal and does not otherwise violate any provision of this Declaration.

## **ARTICLE XI ANNEXATION**

**Section 11.1 Annexation by Declarant.** At any time during the initial term of this Declaration, the Declarants may, at their sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant, provided that the annexation will be governed by the following rules:

- (a) **FHA/VA Approval.** Declarant will submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA"), accompanied by a copy of the Declaration of Annexation. Any proposed annexation must be (i) limited to a defined area, (ii) in accordance with a general plan filed with VA, and (iii) approved by the VA and FHA
- (b) **Consent or Joinder Not Required** No consent or joinder of any Class A member or other party except the record owner of the land being annexed will be necessary to effect any annexation made pursuant to this Section.
- (c) **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and any specific restrictive covenants to be applied to such annexed property.

**Section 11.2 Annexation by Action of Members** At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes in each class of membership, and by FHA and VA as set forth in subsection 11.1(a) above. Any property that is not owned by Declarant may be annexed hereto according to the foregoing requirements, provided, however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation, as set forth in subsection 11.1(c) above, executed by the parties herein described.

**Section 11.3 No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association, and no owner of property excluded from the Association shall have any right to have such property annexed thereto

**Section 11.4 Effect of Annexation on Class B Membership.** In determining the number of lots owned by Declarant for purposes of Class B membership status according to Section 2.7, the total number of Lots covered by the Association, including all Lots annexed thereto, will be considered. If Class B membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B membership, such Class B membership will be reinstated until it expires pursuant to the terms of Section 2.7

## ARTICLE XII GENERAL

**Section 12.1 Enforcement.** The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future

**Section 12.2 Remedies.** In the event of any default by any Owner under the provisions of this Declaration, the By-laws or the rules and regulations of the Association, the Association and any Owner will have each and all of the rights and remedies which may be provided for in this Declaration, the By-laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity will be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, will be charged to and assessed against such defaulting Owner, and will be added to and deemed part of his respective regular assessment (to the same extent as the lien provided herein for unpaid assessments) upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner

**Section 12.3 Term and Amendments.** The covenants and restrictions of this Declaration will run with and bind the land for a term of 30 years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of 10 years each, unless 75% of the votes outstanding will have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial 30-year period or any extension thereof, which termination will be by written

instrument signed by 75% of the Owners and properly recorded in Williamson County, Texas. This Declaration may be amended during the first 30-year period by an instrument signed by not less than 90% of the Owners and by the Declarants, except as provided below. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarants may, at their sole discretion and without consent being required of any other party, modify, amend or repeal this Declaration at any time prior to the closing of the sale of the first Lot covered hereunder, provided said amendment, modification or repeal is in writing and properly recorded in Williamson County, Texas. Declarant further reserves, (a) prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend or modify the Plat of the Property, and (b) the right at any time to amend this Declaration in order to correct scrivener's errors. Amendments will be subject to prior approval by FHA and VA if any Lot covered hereunder is encumbered by an FHA or VA mortgage loan.

**Section 12.4 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions which will remain, in full force and effect.

**Section 12.5 Rights and Obligations.** The provisions of this Declaration and the Articles of Incorporation and By-laws and the rights and obligations established thereby will be deemed to be covenants running with the land and will inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed will be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-laws, whether or not mention thereof is made in said deed.

**Section 12.6 FHA/VA Approval.** If there exists a Class B membership, the following actions will require approval of the Federal Housing Administration and the Veterans Administration, as applicable: (1) mortgaging or conveyance of Common Areas, (2) annexation of additional properties into the Association, (3) amendment of this Declaration or the Articles of Incorporation or By-laws of the Association except 12(3)(b), and (4) dissolution of the Association.

**Section 12.7 Gender.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural, and vice versa.

**Section 12.8 Headings.** The headings contained in this Declaration are for reference purposes only and will not in any way affect the meaning or interpretation of this Declaration.

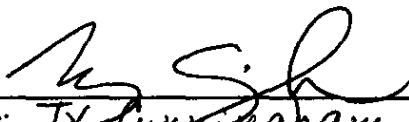
**Section 12.9 Conflicts.** In the event of conflict between the terms of this Declaration and any By-laws, rules, regulations or Articles of Incorporation of the Association, this Declaration will control.

**Section 12.10 Partial Invalidity.** The invalidation of any one of these covenants by judgment or court order will in no way affect any of the other provisions, which will remain in full force and effect


**IN WITNESS WHEREOF**, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written

**DECLARANTS:**

**GENEVA PROPERTIES, INC., or assigns**

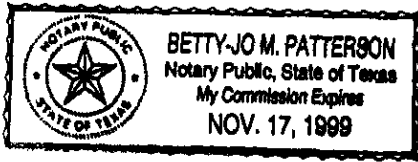
By:   
Name: Ty Cunningham  
Title: PRESIDENT

**CAPITAL PACIFIC HOLDINGS, LLC, Owner**  
By Capital Pacific Holdings, Inc., Managing Member  
By Clark Wilson Homes, Inc., a Texas corporation,  
Authorized Agent

By:   
Curtis S. Davidson, Vice President

STATE OF TEXAS §  
COUNTY OF TRAVIS §  
Williamson §

This instrument was acknowledged before me on this 15<sup>th</sup> day of November, 1999, by Ty Cunningham, President of GENEVA PROPERTIES, INC., a Texas corporation, on behalf of said corporation or assigns.



Betty-Jo M. Patterson  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 5<sup>th</sup> day of October, 1999, by Curtis S Davidson, Vice President of Clark Wilson Homes, a Texas corporation, authorized agent for Capital Pacific Holdings, Inc., a Delaware corporation, Managing Member of Capital Pacific Holdings, LLC, a Delaware limited liability company, on behalf of said corporations and company.

Tina Whiteside  
Notary Public, State of Texas



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Nancy E Rister  
11-24-1999 02:04 PM 199979412  
MILLER \$55.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

RETURN TO:  
ALAMO TITLE COMPANY  
3305 NORTHLAND DR., #100  
AUSTIN, TEXAS 78731  
GF# 7003166-1

2000001669 6 PGS

AMENDMENT TO AND RATIFICATION OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
GEORGIAN PLACE

This Amendment to and Ratification of Declaration of Covenants, Conditions and Restrictions for Georgian Place (the "Amendment") is entered into effective the 30<sup>th</sup> day of December, 1999, by **CAPITOL PACIFIC HOLDINGS, LLC AND GENEVA PROPERTIES, INC.** (the "Declarants") and **KAUFMAN AND BROAD LONE STAR, L.P.**, a Texas limited partnership (the "Assignee")

RECITALS

A. Declarants recorded a Declaration of Covenants, Conditions and Restrictions Georgian Place on November 24, 1999 as Document No 199979412 of the Official Public Records of Williamson County, Texas (the "Declaration")

B. The Declaration refers to an Exhibit "A" attached to the Declaration as the description of the property (the "Property") The Declaration was recorded without such Exhibit "A" attached, and Declarants now desires to modify and amend the Declaration to attach adequate description of the Property

C Declarants desire to assign their rights as Declarants under the Declaration to the Assignee for all portions of the Property now or hereafter owned by the Assignee.

D Prior to the recording of the Declaration, Assignee was title owner to a portion of the Property by Special Warranty Deed dated August 31, 1999 recorded Document No 199954851 of the Official Public Records of Williamson County, Texas (the "K&B Lots"), and Assignee desires to ratify the inclusion of the K&B Lots in the Declaration

Except as expressly set forth in this Amendment, the Declaration remains enforceable as written

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarants modify and amend the Declaration and Assignee ratifies the Declaration as follows.

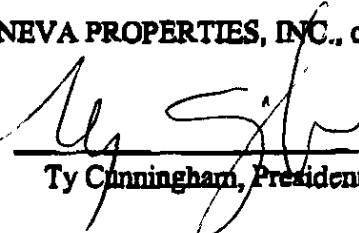
- 1 Property Description The Property (as referred to in the Declaration) is and shall be as described in Exhibit "A" attached hereto and made a part hereof

2. **Assignment.** Pursuant to Section 1.5 of the Declaration, Declarants assign to Assignee all rights of Declarants in the Declaration for all lots now or hereafter owned by Assignee in the Property ("Assignee's Lots"), Assignee assumes the duties and obligations of Declarants with respect to the Assignee's Lots. Such assigned rights shall include without limitation the Declarants right to construct improvements on lots without having to submit plans for review by the Architectural Control Committee as allowed in Article V of the Declaration.
3. **Ratification.** Assignee ratifies the inclusion of the K&B Lots within the Property and with the covenants, conditions and restrictions of the Declaration as amended hereby.
4. **Except as expressly set forth in this Amendment, the Declaration is enforceable as written.**

**EXECUTED** effective as of the date set forth above.

**DECLARANTS:**

**GENEVA PROPERTIES, INC., or assigns**

By:   
\_\_\_\_\_  
Ty Cunningham, President

**CAPITAL PACIFIC HOLDINGS, LLC, Owner**

By: **CAPITAL PACIFIC HOLDINGS, INC.,  
Managing Member**

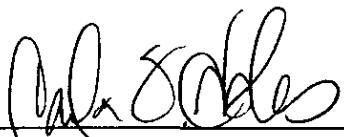
By: **CLARK WILSON HOMES, INC., a  
Texas corporation, Authorized Agent**

By:   
\_\_\_\_\_  
Curtis S. Davidson, Vice-President



THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 30th day of December, 1999, by Larry E. Olesby, Vice President of KBSA, INC, a Texas corporation, on behalf of said corporation, in its capacity as General Partner of KAUFMAN AND BROAD LONE STAR, L P, a Texas limited partnership, on behalf of said partnership



[NOTARY STAMP]

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO**



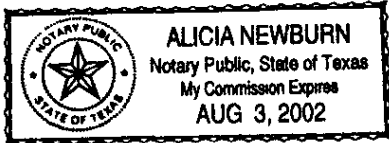
**KAUFMAN AND BROAD LONE STAR, L.P.,  
a Texas limited partnership**

**By: KBSA, INC., its General Partner**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on the 5 day of <sup>January, 2000</sup> ~~December, 1999~~, by TY CUNNINGHAM, President of GENEVA PROPERTIES, INC., a Texas corporation, on behalf of said corporation or assigns.

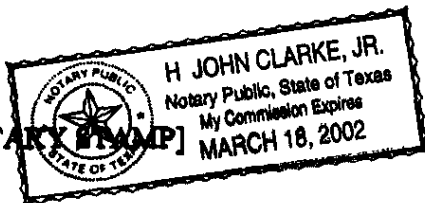


[NOTARY STAMP]

Alicia Newburn  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
  §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 31 day of December, 1999, by CURTIS S. DAVIDSON, Vice-President of CLARK WILSON HOMES, a Texas corporation, authorized agent for CAPITAL PACIFIC HOLDINGS, INC., a Delaware corporation, Managing Member of CAPITAL PACIFIC HOLDINGS, LLC, a Delaware limited liability company, on behalf of said corporations and company.



[NOTARY STAMP]

H. J. Clarke, Jr.  
Notary Public, State of Texas

# EXHIBIT A

BEING 31.146 acres of the William Addison Survey, Abstract No. 21, Williamson County, Texas; part of the 95.33 acre tract described in a Substitute Trustee's deed to Rising Star Enterprises, recorded in Vol. 1692, Pg. 674, (remainder parcel less exceptions) Official Records of Williamson County, Texas. Surveyed on the ground in October of 1998, by William P. Forest, Jr., Registered Professional Land Surveyor No. 1847.

**BEGINNING** at an iron pin found at the Southeast corner of the said 95.33 acre tract.

**THENCE** with the south line of the said 95.33 acre tract, S 64 deg. 4 min. 03 sec. W 1168.19 feet to an iron pin found in the East line of Tower Drive, a 60 foot wide road. See plat filed in Cabinet F, Slide 324 (Horizon Commercial Park subdivision).

**THENCE** with the East line of Tower Road, N 25 deg. 16 min. 01 sec. W 346.64 feet to an iron pin found at the beginning of a curve to the right having a radius of 20 feet; continuing with the arc of the curve, 31.42 feet, the chord bears N 19 deg. 44 min. 20 sec. E 28.29 feet to an iron pin found at the end of the curve.

**THENCE** N 25 deg. 14 min. 27 sec. W 59.97 feet to a 5/8 inch iron pin found at the beginning of a curve to the right having a radius of 19.90 feet; continuing with the arc of the curve, 31.65 feet, the chord bears N 70 deg. 47 min. 51 sec. W 28.42 feet to an iron pin found.

**THENCE** with the East line of Tower Road, N 25 deg. 13 min. 53 sec. W 653.91 feet to an iron pin found at the beginning of a curve to the right having a radius of 19.99 feet; continuing with the arc of the curve, 31.31 feet, the chord bears N 19 deg. 52 min. 03 sec. E 28.20 feet to an iron pin found at the end of the curve.

**THENCE** with the south line of Quail Valley Drive and with the South line of a 1.50 acre tract described in Document 9620649, N 64 deg. 44 min. 03 sec. E 310.91 feet to an iron pin found at the beginning of a curve to the left having a radius of 702.83 feet; continuing with the arc of the curve, 295.59 feet, the chord bears N 52 deg. 42 min. 40 sec. E 293.42 feet to an iron pin found at the end of the curve; N 40 deg. 39 min. 45 sec. E 188.27 feet to an iron pin found at the beginning of a curve to the right having a radius of 810.47 feet; continuing with the arc of the curve, 296.66 feet, the chord bears N 51 deg. 08 min. 55 sec. E 295.01 feet to an iron pin set; and N 61 deg. 38 min. 05 sec. E 24.32 feet to an iron pin set.

**THENCE** with the East line of the said 95.33 acre tract and the West line of the former M.K. & T. Railroad right of way, S 28 deg. 09 min. 45 sec. E 1330.56 feet to the POINT OF BEGINNING.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E Rister*

## RECORDERS MEMORANDUM

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

01-10-2000 02:16 PM 2000001669  
STRICKLAND \$19.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

**PLAT MAP RECORDING SHEET**

2001010874 2 PGS

**INSTRUMENT # --**

**DEDICATORS:** Geneva Properties, Inc.

**SUBDIVISION NAME:** GEORGIAN PLACE, PHASE III

**PLAT RECORDED IN** – CABINET U, SLIDES 1 and 2

**PROPERTY FORMERLY KNOWN AS:** 6.317 ac. Addison, W., Svy.  
Abst. 21

**HAND TO** –City of Georgetown (David Munk 930-3575)

**INSTRUMENT DATE:** February 16, 2001

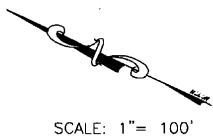
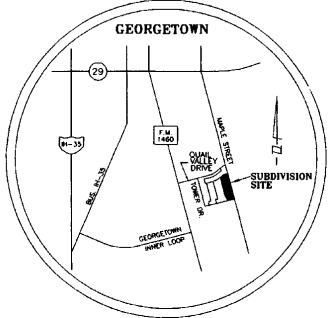
**FILE DATE** – February 20, 2001

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Nancy E. Rister*

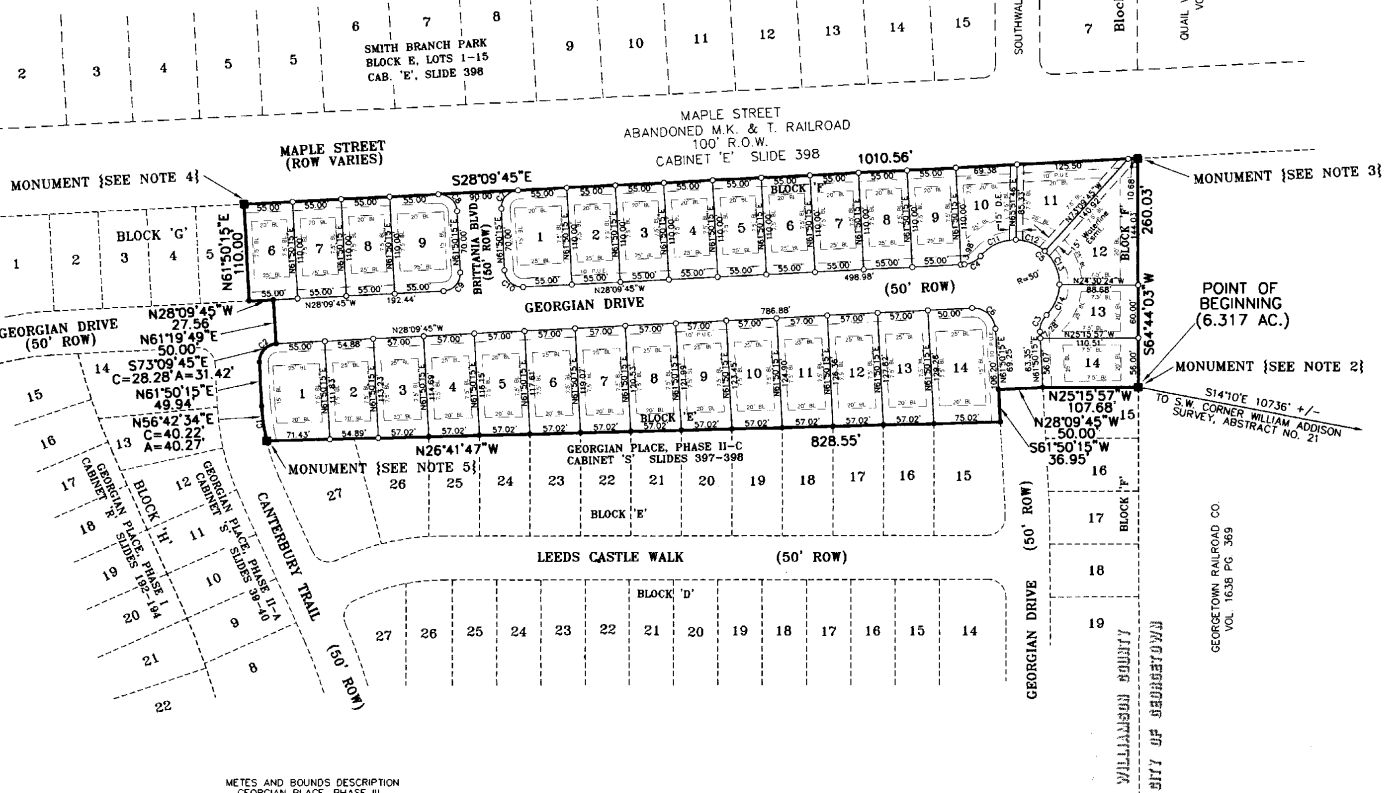
02-20-2001 10:43 AM 2001010874  
HARGETT \$106.00  
NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

# GEORGIAN PLACE, PHASE III



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	225.00	40.27	20.19	40.22	N56°42'34"E	101°15'21"
C2	20.00	31.42	20.00	28.28	S73°09'45"E	90°00'00"
C3	25.00	21.03	11.18	20.41	S82°55'56"W	48°11'23"
C4	25.00	21.03	11.18	20.41	S52°15'28"E	48°11'23"
C5	50.00	102.95	89.72	99.85	N18°50'15"E	186°22'48"
C6	25.00	39.27	25.00	35.36	N18°50'15"E	90°00'00"
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C14	50.00	38.86	20.47	37.89	N67°45'37"E	44°32'02"

Location Map (not to scale)



METES AND BOUNDS DESCRIPTION  
GEORGIAN PLACE, PHASE III

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, S1/4 SEC. 10, T14N, R10E, WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 31.146 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GENIEVA PROPERTIES INC. OF RECORD IN DOCUMENT NO. 9868082 OF THE WILLIAMSON COUNTY, TEXAS DEED RECORDS, SAID TRACT BEING 6.317 ACRES OF LAND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found in the northerly line of that certain 236.41 Acre tract of land described in a deed to Georgetown Railroad Company of record in volume 1638 page 369 of the Williamson County, Texas Deed Records, being the southerly line of said 31.146 acre Genieva Properties, Inc. tract, being the southeast corner of Lot 15, Block "F", GEORGIAN PLACE, PHASE II-C, a subdivision of record in Document No. 2000001970, and Cabinet "S" Slides 397-398 of the Williamson County, Texas Plat Records for the southwest corner of the herein described tract, from which said POINT OF BEGINNING the southwest corner of said William Addison Survey, Abstract No. 21 bears S14°10'E 10736 feet, more or less;

THENCE with the easterly line of said GEORGIAN PLACE, PHASE II-C for the westerly line of the herein described tract the following four (4) courses and distances as enumerated below:

- 1) N25°15'57"W 107.68 feet to an iron rod found for an angle point herein,
- 2) N28°09'45"W 50.00 feet to an iron rod found for an angle point herein,
- 3) S61°50'15"W 36.95 feet to an iron rod found for an angle point herein,
- 4) N26°41'47"W 828.55 feet to a concrete monument found in the southerly line of GEORGIAN PLACE, PHASE II-A, a subdivision of record in Document No. 200000969 and Cabinet "S" Slides 39-40 of the Williamson County, Texas Plat records, being in the curving southerly right-of-way line of Canterbury Trail a fifty (50) foot wide dedicated public right-of-way as dedicated by said GEORGIAN PLACE, PHASE II-A, being the northeast corner of Lot 27, Block "E" of said GEORGIAN PLACE, PHASE II-C for the northeast corner of the herein described tract.

THENCE with the southerly line of said GEORGIAN PLACE, PHASE II-A, being the curving southerly line of said Canterbury Trail for the northerly line of the herein described tract the following six (6) courses and distances as enumerated below:

- 1) with said curve to the right, having a radius of 225.00 feet, an arc distance of 40.27 feet and whose chord bears N56°42'34"E 40.22 feet to an iron rod found at the point of tangency for an angle point herein,
- 2) N61°50'15"E 49.94 feet to an iron rod found at a point of curvature for an angle point herein,
- 3) with said curve to the right, having a radius of 20.00 feet, an arc distance 31.42 feet and whose chord bears S73°09'45"E 28.28 feet to an iron rod found for an angle point herein,
- 4) N28°09'45"W 27.56 feet to an iron rod found for an angle point herein,
- 5) N28°09'45"W 27.56 feet to an iron rod found at the southwest corner of Lot 5, Block "G", of said GEORGIAN PLACE, PHASE II-A for an angle point herein,
- 6) with the southerly line of said Lot 5, Block "G", GEORGIAN PLACE, PHASE II-A and continuing for the northerly line of the herein described tract N61°50'15"E 110.00 feet to a concrete monument set in the westerly right-of-way line of Maple Street, being the abandoned M.K. & T. Railroad, a one-hundred (100) foot wide right-of-way as shown on SMITH BRANCH PARK, a subdivision of record in Cabinet "E" Slide 398 of the Williamson County, Texas Plat Records, being the southeast corner of said Lot 5, Block "G", GEORGIAN PLACE, PHASE II-A, being the southerly line of said 31.146 acre Genieva Properties, Inc. tract for the northeast corner of the herein described tract.

THENCE with the westerly right-of-way line of said Maple Street, being the easterly line of said 31.146 acre Genieva Properties, Inc. tract for the easterly line of the herein described tract S28°09'45"E 1010.56 feet to a concrete monument set at the present northeast corner of that certain 236.41 Acre tract of land described in a deed to Georgetown Railroad Company of record in volume 1638 page 369 of the Williamson County, Texas Deed Records, being the southeast corner of said 31.146 acre Genieva Properties, Inc. tract for the southeast corner of the herein described tract.

THENCE with the northerly line of said 236.41 Acre Georgetown Railroad Company tract, being the southerly line of said 31.146 acre Genieva Properties, Inc. tract for the southerly line of the herein described tract S64°44'03"W 260.03 feet to the PLACE OF BEGINNING containing 6.317 acres of land

### NOTES

NOTE 1: BRASS CAP SET IN CONCRETE Lot 5 Block "B" GEORGIAN PLACE, PHASE I  
N (y) = 356,525.8338  
E (x) = 2,838,758.2819  
ELEVATION = 751.93'

NOTE 2: standard monument Lot 14 Block "F"  
N (y) = 356,913.4538  
E (x) = 2,839,579.5689

NOTE 3: standard monument Lot 12 Block "F"  
N (y) = 357,024.4395  
E (x) = 2,839,814.7237

NOTE 4: standard monument Lot 6 Block "G"  
N (y) = 357,915.3572  
E (x) = 2,839,337.7684

NOTE 5: standard monument Lot 1 Block "E"  
N (y) = 357,777.7008  
E (x) = 2,839,105.2029

(BEARINGS FOR THIS SUBDIVISION HAVE BEEN ROTATED TO AGREE WITH IRON PINS FOUND IN EAST LINE OF BLOCK "C", GEORGIAN PLACE, PHASE I BEARING BASIS IS TEXAS PLANE COORDINATE SYSTEM)

AREA (Ac)	# LOTS	RESID DENSITY (lots/Ac)	% IMPROV. COVER *	ZONING	USE
6.31	32	5.1	4.3	RS	SF

(\* INCLUDES BOTH STREET AND LOT IMPROVEMENT COVER)

- LEGEND**
- Iron Rod Found
  - Iron Rod Set
  - Benchmark Lot 5, Blk. "B"
  - Monument to be set per code
  - D.E. = Drainage Easement
  - P.U.E. = Public Utility Easement
  - B.L. = Building Line
  - R.O.W. = Right-of-Way

OWNER: GENIEVA PROPERTIES, INC.  
ACREAGE: 6.317 AC.  
SURVEY: WILLIAM ADDISON SURVEY, ABSTRACT NO. 21  
NO. OF LOTS: 32  
NO. OF BLOCKS: 3  
F.E.M.A. MAP NO. 48491C0230 C  
WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 27, 1991  
LINEAR FEET OF NEW STREETS: 1080 L.F.  
DATE: NOVEMBER 20TH, 2000.

SURVEYED BY: TRIMBLE LAND SURVEYING, INC.  
1501-A WEST ANDERSON LANE, SUITE 102  
AUSTIN, TEXAS 78757  
ENGINEERED BY: LOCKWOOD ENGINEERS, INC.  
1501-A WEST ANDERSON LANE, SUITE 102  
AUSTIN, TEXAS 78757

Cabinet U Slide 1 Doc. # 2001010874

# GEORGIAN PLACE PHASE III

Cabinet 0 Slide 2

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

That I, Glenn T. Dill, 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 herein, in November of 1999, and that there are no apparent discrepancies, conflicts, omissions, or errors of any kind, and that the survey numbers shown hereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Georgetown, Texas. Monumentation will be placed as shown hereon in conformance with the city ordinance prior to acceptance of the street improvements to be constructed hereon.

TO CERTIFY WHICH, WITNESS by my hand and seal of the County Court of said County, at my office in Georgetown, Texas, this the 17th day of September, 2001, A.D.

Glenn T. Dill  
Glenn T. Dill  
Registered Professional Land Surveyor  
No. 5168  
STATE OF TEXAS  
WILLIAMSON COUNTY  
TRIMBLE LAND SURVEYING, INC.  
10200 Highway 27, Ste. 102  
Austin, Texas 78757



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

That I, D. Scott Jones, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is in the Edwards Aquifer Recharge Zone and is not encumbered by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Insurance Study No. 17060C, dated September 27, 1991, and that each lot conforms to the Georgetown Subdivision Regulations.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements and/or public right-of-ways denoted by this plat.



D. Scott Jones  
D. Scott Jones, P.E.  
Registered Professional Engineer  
No. 81868  
LOCKWOOD ENGINEERS, INC.  
1301 - West Anderson Lane, Ste. 102  
Austin, Texas 78757

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

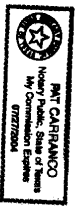
That I, George Lawson, the Lien Holder of the certain tract of land shown hereon and described in a deed recorded in Document No. 9886082 of the Official Records of Williamson County, Texas, do hereby certify that the same is subject to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated.

TO CERTIFY WHICH, WITNESS by my hand this the 17th day of September, 2001, A.D.

George Lawson  
George Lawson  
WALBURG STATE BANK  
10000 Highway 27, Ste. 102  
Georgetown, Texas 78626

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

Before me, the undersigned authority, on this day personally appeared, George Lawson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

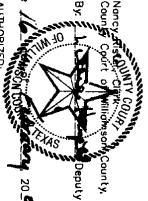


STATE OF TEXAS }  
COUNTY OF WILLIAMSON }  
KNOW ALL MEN BY THESE PRESENTS

That I, Nancy Risher, 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 20th day of September, 2001, A.D., at 9:26 o'clock, A.M. and duly recorded on the 20th day of September, 2001, A.D., at 9:26 o'clock, A.M. in the Plat Records of said County in Subsect. 1 of Block 1, of Georgetown Subdivision.

TO CERTIFY WHICH, WITNESS by my hand and seal of the County Court of said County, at my office in Georgetown, Texas, this date last shown above written.

Nancy Risher  
Nancy Risher, Clerk  
County Court of Williamson County, Texas  
By David F. Hall, Deputy  
City of Georgetown, Texas



### NOTES

1. THIS PROPERTY IS DESIGNATED INTENSITY LEVEL FIVE. THE PROVISIONS IN THE GENUSIS LOW DENSITY DEVELOPMENT PLAN SHALL ALSO GOVERN THIS PROJECT.
2. NO FENCES OR OTHER STRUCTURES OR EASEMENTS WITHOUT THE APPROVAL OF THE CITY OF GEORGETOWN.
3. CORNER LOTS THAT HAVE ACCESS TO STREETS ADJACENT TO THE 15' BUILDING SETBACK MUST HAVE GARAGE PORTION OF THE STRUCTURE SETBACK 20' FROM THE RIGHT-OF-WAY.
4. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 40%. THE MAXIMUM BUILDING FOOTPRINT SHALL BE 20% OF THE LOT COVERABLE PER LOT IS 30%.
5. A 5' SIDEWALK IS REQUIRED ALONG ALL STREET FRONTAGES WITHIN THIS SUBDIVISION THAT ARE WITHIN 1,000' OF PARKLAND.
6. A PERIMETER FENCE IS REQUIRED ALONG THE REAR LOTLINE OF LOTS 1-14. THE ENTIRE FENCE SHALL BE OF LIKE MATERIALS AND CONSTRUCTED AT THE PROPERTY LINE. MAINTENANCE TO BE PROVIDED BY THE HOMEOWNERS ASSOCIATION.

### UTILITY PROVIDERS

WATER - CITY OF GEORGETOWN  
WASTEWATER - CITY OF GEORGETOWN  
ELECTRIC - CITY OF GEORGETOWN

### WATER AVAILABILITY

Quail Valley Drive @ Tower Drive	
Flow	= 1260 GPM
Static Pressure	= 70 PSI
Residual Pressure	= 60 PSI
2200 Block of Maple Street	
Flow	= 1444 GPM
Static Pressure	= 76 PSI
Residual Pressure	= 65 PSI

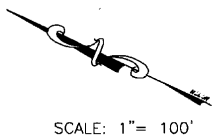
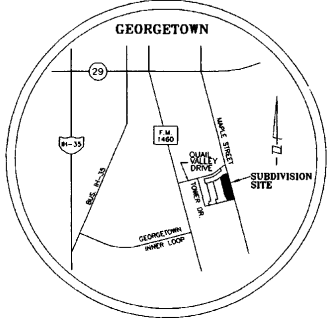
Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat conforms to all requirements of the Subdivision Regulations as to which approval is required.

Accepted and authorized for record by the City Planning and Zoning Commission of the City of Georgetown, Texas.  
David F. Hall  
David F. Hall, Secretary

Date: 2/16/01  
Date: 2/16/01  
Date: 2/16/01

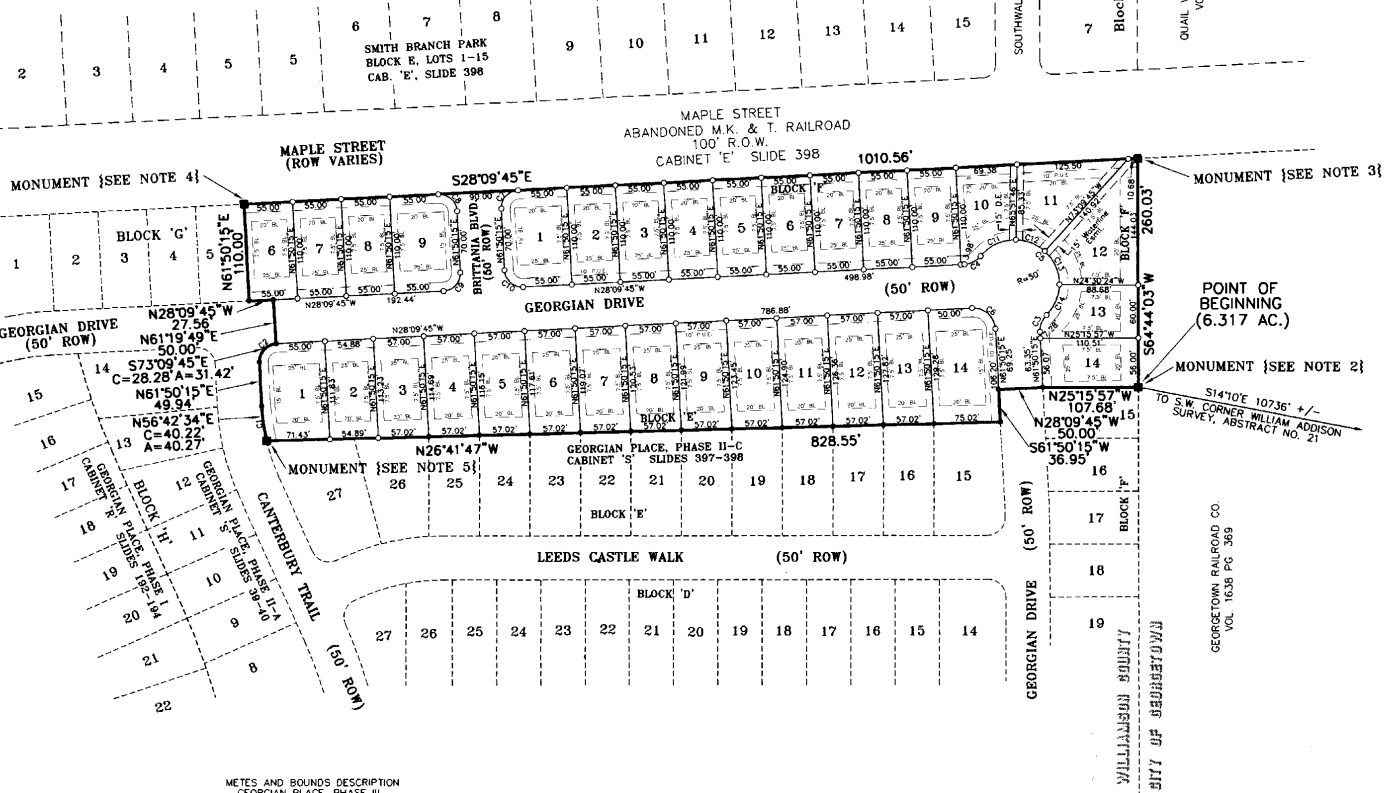
David F. Hall  
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Building Official

# GEORGIAN PLACE, PHASE III



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Location Map (not to scale)



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GEORGIAN PLACE, PHASE III

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NO. OF BLOCKS: 3  
F.E.M.A. MAP NO. 48491C0230 C  
WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 27, 1991  
LINEAR FEET OF NEW STREETS: 1080 L.F.  
DATE: NOVEMBER 20TH, 2000.

SURVEYED BY: TRIMBLE LAND SURVEYING, INC.  
1501-A WEST ANDERSON LANE, SUITE 102  
AUSTIN, TEXAS 78757  
ENGINEERED BY: LOCKWOOD ENGINEERS, INC.  
1501-A WEST ANDERSON LANE, SUITE 102  
AUSTIN, TEXAS 78757

Cabinet U Slide 1 Doc. # 2001010874

# GEORGIAN PLACE PHASE III

Cabinet 0 Slide 2

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

That I, Glenn T. Dill, 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 herein, in November of 1999, and that there are no apparent discrepancies, conflicts, or omissions in the plat, and that the survey numbers shown hereon were actually placed under my supervision in accordance with the Subdivision Regulations of the City of Georgetown, Texas. Monumentation will be placed as shown hereon in conformance with the city ordinance prior to acceptance of the street improvements to be constructed hereon.

TO CERTIFY WHICH, WITNESS by my hand and seal of the County Court of said County, at my office in Georgetown, Texas, this the 17th day of September, 2001, A.D.

Glenn T. Dill  
Glenn T. Dill  
Registered Professional Land Surveyor  
State of Texas  
TRIANGLE LAND SURVEYING, INC.  
10200 Highway 102, Suite 102  
Austin, Texas 78757



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

That I, D. Scott Jones, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Insurance Study No. 17060C, dated September 27, 1991, and that each lot conforms to the Georgetown Subdivision Regulations.

The fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements and/or public right-of-ways denoted by this plat.

TO CERTIFY WHICH, WITNESS by my hand and seal at Austin, Travis County, Texas, this the 18th day of December, 2000.



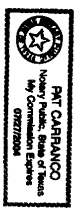
D. Scott Jones  
D. Scott Jones, P.E.  
Registered Professional Engineer  
No. 81888 Texas  
LOCKWOOD ENGINEERS, INC.  
1301 - West Anderson Lane, Ste. 102  
Austin, Texas 78757

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

That I, George Lawson, the Lien Holder of the certain tract of land shown hereon and described in a deed recorded in Document No. 9886082 of the Official Records of Williamson County, Texas, do hereby certify that the same is subject to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated.

CHEN UNDER MY HAND AND SEAL of office this the 17th day of September, 2001, A.D.

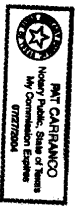
George Lawson  
George Lawson  
WALBURG STATE BANK  
10000 Walnut Street  
Georgetown, Texas 78626



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

Before me, the undersigned authority, on this day personally appeared, George Lawson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

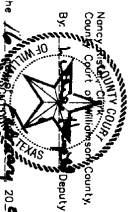
GIVEN UNDER MY HAND AND SEAL of office this the 17th day of September, 2001, A.D.



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

That I, Nancy Risher, 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 20th day of September, 2001, A.D., at 9:28 o'clock, A.M. and duly recorded on the 20th day of September, 2001, A.D., at 9:28 o'clock, A.M. in the Plat Records of said County in Subsect. 1 of Block 1, of Georgetown Subdivision.

TO CERTIFY WHICH, WITNESS by my hand and seal of the County Court of said County, at my office in Georgetown, Texas, this date last shown above written.



Nancy Risher  
Nancy Risher, County Clerk  
City of Georgetown, Texas

### NOTES

1. THIS PROPERTY IS DESIGNATED INTENSITY LEVEL FIVE. THE PROVISIONS IN THE GENUSIS LOW DENSITY DEVELOPMENT PLAN SHALL ALSO GOVERN THIS PROJECT.
2. NO FENCES OR OTHER STRUCTURES OR EASEMENTS WITHOUT THE APPROVAL OF THE CITY OF GEORGETOWN.
3. CORNER LOTS THAT HAVE ACCESS TO STREETS ADJACENT TO THE 15' BUILDING SETBACK MUST HAVE GARAGE PORTION OF THE STRUCTURE SETBACK 20' FROM THE RIGHT-OF-WAY.
4. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 40%. THE MAXIMUM BUILDING FOOTPRINT SHALL BE 30%.
5. A 5' SIDEWALK IS REQUIRED ALONG ALL STREET FRONTAGES WITHIN THIS SUBDIVISION THAT ARE WITHIN 1,000' OF PARKLAND.
6. A PERMETER FENCE IS REQUIRED ALONG THE REAR LOTLINE OF LOTS 1-14. THE ENTIRE FENCE SHALL BE OF LIKE MATERIALS AND CONSTRUCTED AT THE PROPERTY LINE. MAINTENANCE TO BE PROVIDED BY THE HOMEOWNERS ASSOCIATION.

### UTILITY PROVIDERS

WATER - CITY OF GEORGETOWN  
WASTEWATER - CITY OF GEORGETOWN  
ELECTRIC - CITY OF GEORGETOWN

### WATER AVAILABILITY

Quail Valley Drive @ Tower Drive	
Flow	= 1260 GPM
Static Pressure	= 70 PSI
Residual Pressure	= 60 PSI
2200 Block of Maple Street	
Flow	= 1444 GPM
Static Pressure	= 76 PSI
Residual Pressure	= 65 PSI

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat conforms to all requirements of the Subdivision Regulations as to which approval is required.

Date: 2/16/01

Accepted and authorized for record by the City Planning and Zoning Commission of the City of Georgetown, Texas.

David F. Hall  
David F. Hall, Secretary

Date: 2/16/01

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