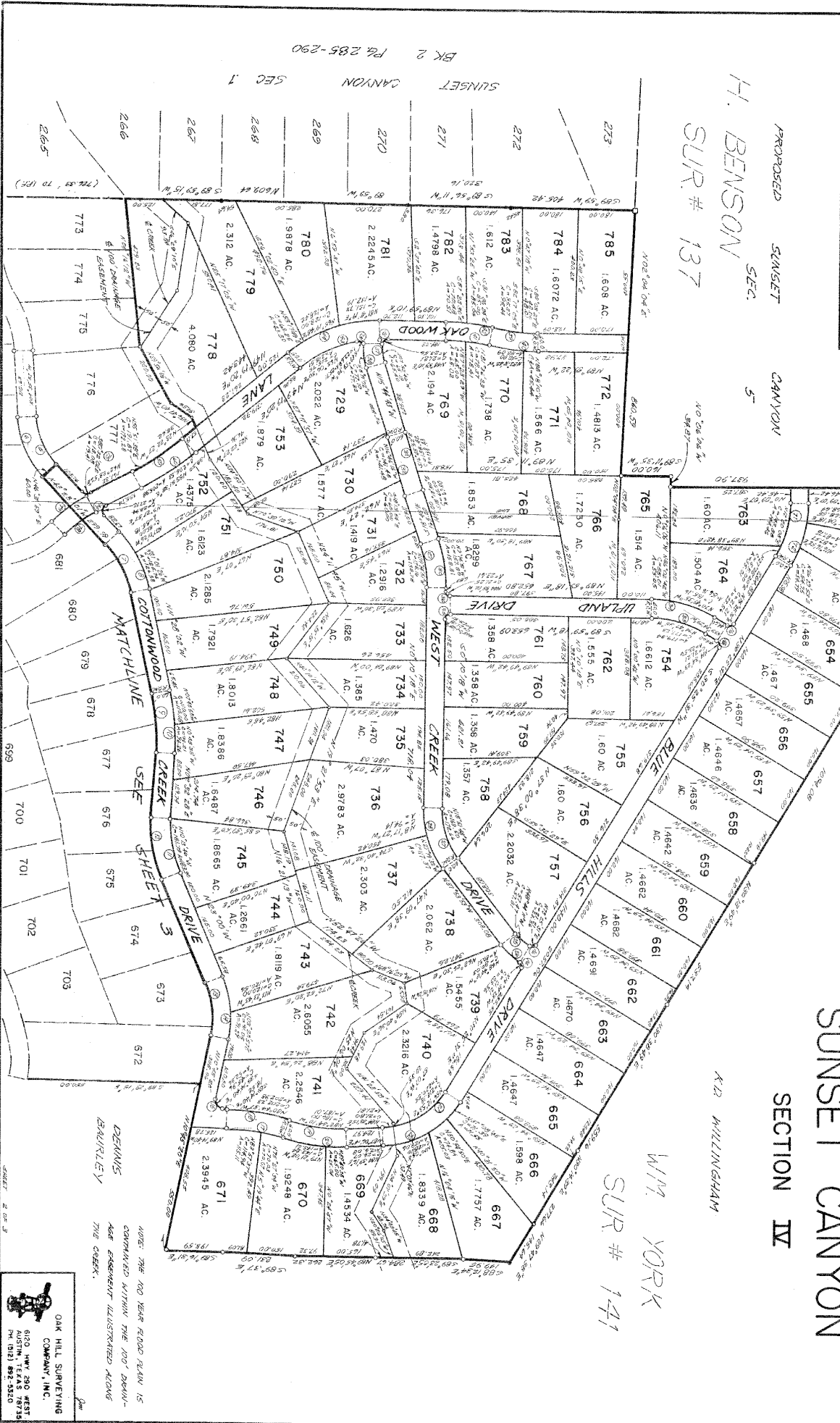


101300-219

LOCATION MAP

LEGEND

- CONC. MONUMENT ROUND
- IRON PIN FOUND
- IRON PIN SET
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITIES EASEMENT

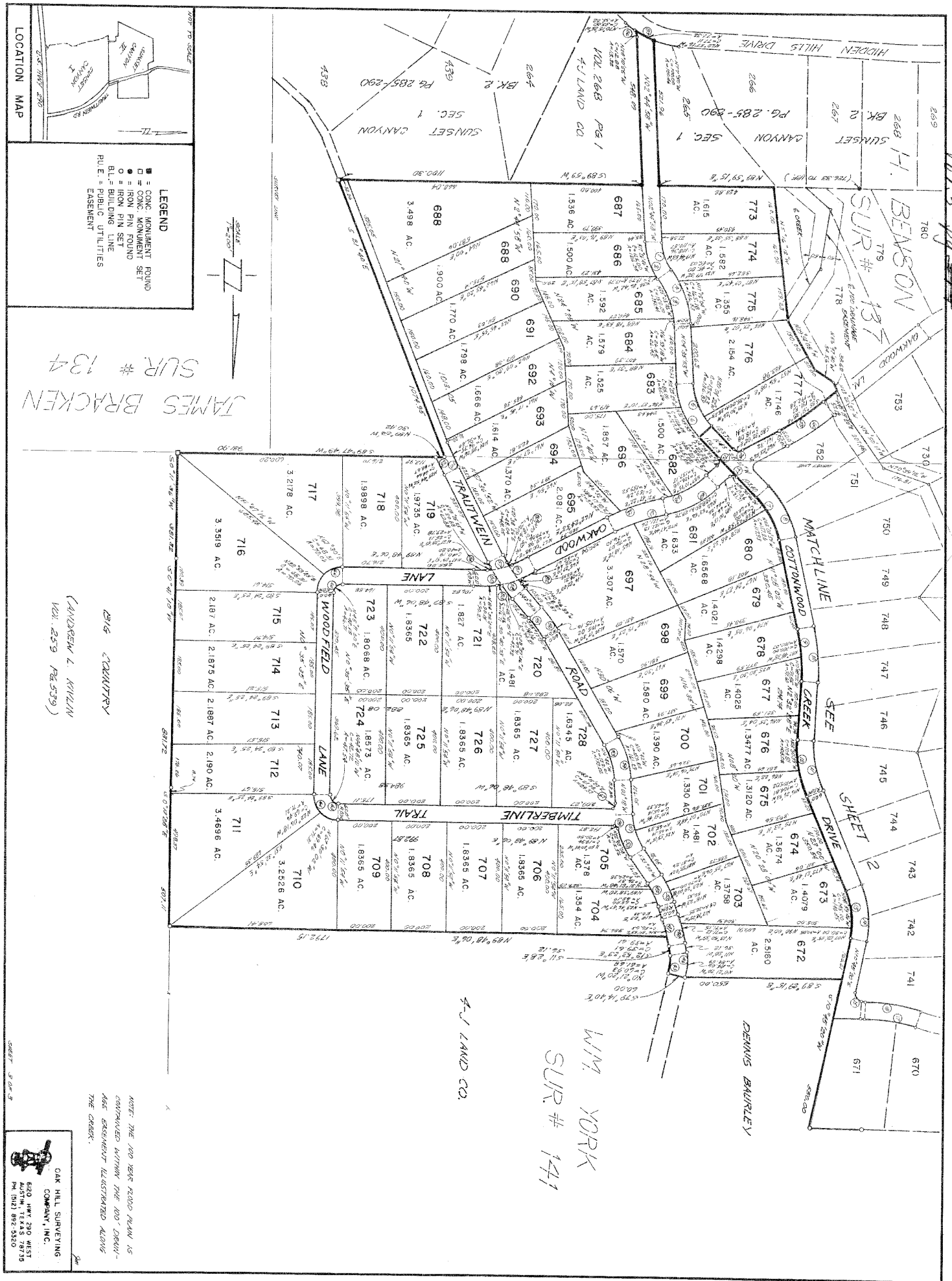


OAK HILL SURVEYING COMPANY, INC.

609 HWY 290 WEST AUSTIN, TEXAS 78735 PH (512) 982-5320

3/200

1013 04 280



LEGEND

- CONC. MONUMENT FOUND
- CONC. MONUMENT SET
- IRON PIN FOUND
- IRON PIN SET
- BL. BUILDING LINE
- PUL. PUBLIC UTILITIES EASEMENT

JAMES BRACKEN SUR # 134

W.M. YORK SUR # 141

DAVID COVATRY (ANDREW L. HOWAN) VOL. 259 PG. 539

NOTE: THE 100 YEAR ROAD PLAIN IS CONTAINED WITHIN THE 100' DRAINAGE EASEMENT ILLUSTRATED ALONG THE CREEK.



3/2/10

3.00
#864

GENERAL WARRANTY DEED

HAYS COUNTY, TEXAS

79 JAN. 25 PM 3 16

125736

125736

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY CLERK

321
639

The E. E. Townes Trust No. 2, the E. E. Townes Trust No. 3 and the E. E. Townes Trust No. 4, created under the Will of E. E. Townes, Deceased, dated August 9, 1961, such Will having been duly probated in the County Court of Harris County, Texas in Docket No. 75883, said Trusts being hereinafter referred to as Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00) and other good and valuable considerations cash to Grantors in hand paid, receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do hereby GRANT, SELL and CONVEY, unto Michael P. Rovenger of Lakeway, Travis County, Texas, hereinafter called Grantee, the following described land situated in Hays County, Texas, specifically described as follows, to-wit:

BEING A PORTION of that 2669.272 acre tract of land conveyed to Hazy Hills Ranch Company by Elsie G. Townes, by Deed dated December 30, 1965, and recorded in Volume 209, Page 289, Hays County Deed Records, being approximately 26.8 acres, more or less, out of the said I.G.N. Railroad Company Survey, approximately 136 acres, more or less, out of the James Bracken Survey No. 134, approximately 13 acres, more or less, out of the William Walker Survey No. 130, and approximately 221.1 acres, more or less out of the H. Benson Survey No. 137, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the approximate centerline of Trautwein County Road, with the North line of U.S. Highway 290, for the Southeast corner of the tract herein described, same being the Southeast corner of the said Hazy Hills Ranch Company 2669.272 acre tract, and the Southwest corner of that 341.44 acre tract of land conveyed to Fred C. Barkley, Trustee by Mary Key, by Deed of Trust dated July 9, 1971, and recorded in Volume 140, Page 381, Hays County Deed of Trust Records;

THENCE, leaving the said Barkley 341.44 acre tract, and the approximate centerline of the said Trautwein County Road, with the North line of the said U. S. Highway 290, N 81° 01' W, passing the West side of the said Trautwein County Road, passing an Overhead Telephone Line, and continuing on in all 1266.75 feet, to a Concrete Monument found, at Engineer's Centerline Station 736 + 02.9;

THENCE, continuing with the North line of the said U.S. Highway 290, the following courses numbered (1) thru (10):

- (1) N 83° 12' W, 103.12 feet, to an angle point;
- (2) N 85° 12' W, 103.05 feet, to an angle point;
- (3) N 87° 12' W, 102.97 feet, to an angle point;
- (4) N 89° 12' W, 102.90 feet, to an angle point;
- (5) S 88° 48' W, 102.82 feet, to an angle point;
- (6) S 86° 48' W, 102.75 feet, to an angle point;
- (7) S 84° 48' W, 102.67 feet, to an angle point;
- (8) S 82° 48' W, 102.60 feet, to an angle point;
- (9) S 80° 48' W, 102.53 feet, to an angle point;
- (10) S 79° 24' W, 42.63 feet, to a Concrete Monument found at Engineer's Centerline Station 726 + 61.0 on the arc of a curve to the left;

THENCE, 196.73 feet, along the arc of the said curve to the left having a radius of 2934.79 feet, and a chord which bears S 78° 18' W, 196.70 feet, to a Concrete Monument found at Engineer's Centerline Station 724 + 68.7 for the POINT OF TANGENCY;

THENCE, continuing with the North line of the said U.S. Highway 290, the following courses numbered (11) and (12):

- (11) S 84° 29' W, 69.49 feet, to a Concrete Monument found at Engineer's Centerline Station 724 + 00;
- (12) S 76° 18' W, at 400.14 feet, passing a Concrete Monument found, and continuing on in all 498.20 feet, to an iron stake set, for the most Southwesterly Southwest corner of the tract herein described;

THENCE, leaving the North line of the said U.S. Highway 290, the following courses numbered (13) thru (31):

- (13) N 15° 33' W, passing an Overhead Power Line, and continuing on in all 167.99 feet, to an iron stake set;
- (14) N 03° 50' E, 338.32 feet, to an iron stake set;
- (15) N 10° 13' E, 172.96 feet, to an iron stake set;
- (16) N 14° 43' W, passing the North line of the aforementioned Walker Survey No. 130, same being the South line of the aforementioned Benson Survey No. 137, and continuing on in all 199.42 feet, to an iron stake set;
- (17) N 07° 12' W, 212.13 feet, to an iron stake set;
- (18) N 05° 44' E, 197.43 feet, to an iron stake set;
- (19) N 22° 08' E, 336.54 feet, to an iron stake set;
- (20) N 37° 12' E, 344.26 feet, to an iron stake set;
- (21) N 12° 40' E, 269.25 feet, to an iron stake set;
- (22) N 20° 06' W, 239.56 feet, to an iron stake set;
- (23) N 26° 19' E, 317.37 feet, to an iron stake set;
- (24) N 13° 21' W, 350.34 feet, to an iron stake set;
- (25) N 62° 46' W, 388.12 feet, to an iron stake set;
- (26) N 74° 52' W, at 201.11 feet, passing an iron stake set and continuing on in all 388.00 feet, to an iron stake set;
- (27) S 25° 47' W, 275.62 feet, to an iron stake set;
- (28) S 61° 08' W, 238.81 feet, to an iron stake set;
- (29) S 14° 22' E, 223.98 feet, to an iron stake set;
- (30) N 57° 17' W, 1213.14 feet, to an iron stake set;
- (31) S 46° 09' W, passing the East line of a proposed 60-foot Road Easement, and continuing on in all 978.92 feet, to an iron stake set on the centerline of the said proposed

60-foot Road Easement, for the most Westerly Southwest corner of the tract herein described;

THENCE, with the centerline of the said proposed 60-foot Road Easement, the following courses numbered (32) thru (37):

- (32) N 25° 38' W, 360.00 feet, to an iron stake set;
- (33) N 12° 00' W, 248.64 feet, to an iron stake set;
- (34) N 21° 17' W, 259.55 feet, to an iron stake set;
- (35) N 16° 16' W, 1369.74 feet, to an iron stake set;
- (36) N 25° 15' W, 331.52 feet, to an iron stake set;
- (37) N 27° 05' W, 347.59 feet, to an iron stake set;

for the Northwest corner of the tract herein described;

THENCE, leaving the centerline of the said proposed 60-foot Road Easement, S 89° 55' E, passing the East line of the said proposed 60-foot Road Easement, and continuing on in all 686.79 feet, to an iron stake found at a corner fence post for the Southwest corner of that 68.92-acre tract of land conveyed by Hazy Hills Ranch Company to J. DAN BROWN by Deed dated April 9, 1968, and recorded in Volume _____, Page _____, Hays County Deed Records, being also the Southwest corner of that 362.49-acre tract of land conveyed to Iola F. Brown by J. Daniel Brown, by deed dated February 23, 1973, and recorded in Volume 248, Page 881, Hays County Deed Records;

THENCE, with fence and the South line of said 68.92-acre tract and of the Brown 362.49-acre tract, S 89° 55' E, at 3203.07 feet, passing an iron stake found under fence on the West side of the aforementioned Trautwein County Road at an Overhead Telephone and Power Line, and continuing on in all 3221.57 feet, to a reentrant corner of the tract herein described, same being in the approximate centerline of the said Trautwein County Road;

THENCE, with the approximate centerline of the said Trautwein County Road, and the Southwest line of the said Brown 362.49-acre tract, the following courses numbered (38) thru (40):

(38) S 22° 57' E, passing the said Overhead Power Line and continuing on in all 153.28 feet, to an angle point;

(39) S 31° 35' E, 132.35 feet, to an angle point;

(40) S 48° 20' E, passing the East line of the said Benson Survey, same being the West line of the aforementioned Bracken Survey, and continuing on in all 1394.13 feet, to an angle point for the most Southerly corner of the said Brown 362.49-acre tract, same being on the West line of the aforementioned Barkley 341.44-acre tract;

THENCE, leaving the said Brown 362.49-acre tract, with the approximate centerline of the said Trautwein County Road, and the West line of the said Barkley 341.44-acre tract, the following courses numbered (41) thru (45):

(41) S 22° 31' E, 512.89 feet, to an iron stake set;

(42) S 22° 21' E, 687.19 feet, to an iron stake set;

(43) S 05° 16' E, 657.03 feet, to an iron stake set;

(44) S 22° 25' E, 844.46 feet, to an iron stake set;

(45) S 14° 22' E, passing the South line of the said Bracken Survey, same being the North line of the aforementioned I.G.N. Railroad Company Survey, at 1368.22 feet, passing an iron stake set, at 1593.63 feet, passing an iron stake set, and continuing on in all 1705.16 feet, to the POINT OF BEGINNING containing 396.95 acres of land.

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For the below-stated purposes the parties provide for and agree to a 60-foot wide private road EASEMENT with reference to the above described and other lands, to-wit:

BEING a 60-FOOT WIDE ROAD EASEMENT, 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING OVER A PORTION OF THAT 2669.272-ACRE TRACT OF LAND CONVEYED TO HAZY HILLS RANCH COMPANY BY ELSIE G. TOWNES BY DEED DATED DECEMBER 30, 1965, AND RECORDED IN VOLUME 209, PAGE 289, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the Southern terminus of the herein described centerline, being on the South line of the said Hazy Hills Ranch Company 2669.272-acre tract, and the North line of U.S. Highway 290, and from which the intersection of the approximate centerline of Trautwein County Road, with the North line of U.S. Highway 290 for the Southeast corner of the said Hazy Hills Ranch Company 2669.272-acre tract, same being the Southwest corner of the 341.44 acre tract of land conveyed to Fred C. Barkley, Trustee by Mary Key by Deed of Trust dated July 9, 1971, and recorded in Volume 140, Page 381, Hays County Deed of Trust Records, bears N 84° 21' E, 5331.20 feet;

THENCE, leaving the North line of the said U.S. Highway 290, with the herein described centerline, the following courses numbered (1) thru (17):

- (1) N 22° 49' E, passing an Overhead Power Line and continuing on in all 311.86 feet, to an iron stake set;
- (2) N 41° 18' W, 194.71 feet, to an iron stake set;
- (3) N 00° 51' W, 203.71 feet, to an iron stake set;
- (4) N 06° 58' W, 254.07 feet, to an iron stake set;
- (5) N 03° 33' W, 382.57 feet, to an iron stake set;
- (6) N 05° 40' W, passing the North line of the aforementioned Walker Survey No. 130, same being the South line of the aforementioned Benson Survey No. 137, and continuing on in all 230.55 feet, to an iron stake set;
- (7) N 02° 09' E, 289.87 feet, to an iron stake set;
- (8) N 16° 29' E, 312.17 feet, to an iron stake set;
- (9) N 11° 23' E, 278.82 feet, to an iron stake set;
- (10) N 04° 50' E, 264.09 feet, to an iron stake set;
- (11) N 04° 56' W, 308.32 feet, to an iron stake set;
- (12) N 25° 38' W, 625.99 feet, to an iron stake set;
- (13) N 12° 00' W, 248.64 feet, to an iron stake set;
- (14) N 21° 17' W, 259.55 feet, to an iron stake set;
- (15) N 16° 16' W, 1369.74 feet, to an iron stake set;
- (16) N 25° 15' W, 331.52 feet, to an iron stake set;
- (17) N 27° 05' W, at 347.59 feet, to an iron stake set for the Northwest corner of the property herein conveyed, the POINT OF TERMINATION of the herein described center line.

Grantors hereby GRANT unto Grantee said easement thirty feet (30') wide West of and adjoining the above described center line of said 60-foot wide private road easement; and

Grantors EXCEPT herefrom and this Deed shall be subject to

said easement thirty feet (30') wide East of and adjoining the center line of said 60-foot wide private road easement.

Said easement shall be for the use by the Grantee in this Deed, his heirs, grantees and assigns and by the Grantors in this Deed, their grantees, beneficiaries, successors and assigns and by Hazy Hills Ranch Co., its grantees, successors and assigns and by Kirk Willingham, his heirs and assigns, as a private road and they shall have the right to maintain and use the existing private road thereon and to reconstruct, relocate, maintain and use such private road within said easement for access to and from any land owned by them in the vicinity of said road and of Highway No. U.S. 290.

This conveyance is SUBJECT TO the following exceptions and provisions, to-wit:

1. There is excepted from this Deed and retained unto Grantors, their beneficiaries, grantees, successors and assigns, an undivided one-half (1/2) interest in and to all the oil, gas, sulphur, uranium, coal and all other minerals, whether explored for, developed and produced by surface mining, the drilling of wells directional or otherwise, or by any other method of exploration, development and production; PROVIDED, HOWEVER, Grantors, their beneficiaries, grantees, successors and assigns shall have no right or authority to use any part of the surface of the land above described and hereby conveyed for the exploration, development and production of such minerals, or any of them, without the consent of the owner of the surface thereof.

2. That certain easement granted to the Pedernales Electric Cooperative, Inc., its successors and assigns, dated the 25th day of September, 1972 and executed by Hazy Hills Ranch Co., Inc.

3. That certain easement along the East line of the land above described used by the Telephone Company for its poles and lines.

4. Grantee, his heirs, grantees and assigns, shall not allow any pigpens, rendering plants or other uses which shall create noxious or offensive odors to be constructed upon or operated upon the land above described and hereby conveyed, and Grantee, his heirs, grantees and assigns shall not permit mobile homes, mobile courts or other temporary movable improvements to be placed upon the land above described other than those used in connection with the construction of permanent improvements or the sale of said land and those so used shall be removed in a reasonable time after completion of permanent improvements or the sale of said land.

TO HAVE AND TO HOLD the above described property and premises and rights of easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee and his heirs and assigns forever, SUBJECT, HOWEVER, TO all of the foregoing.

Grantors bind themselves to Warrant and Forever Defend all

Vol. 321
p. 643

Vol 321 644

and singular said premises and easement unto said Grantee, his heirs, grantees and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the reservation of minerals above set out and to the easements, restrictions and other provisions above stated.

Taxes for the year 1979 are assumed by Grantee.

EXECUTED at Houston, Texas this the 15th day of January, A.D. 1979.

E. E. TOWNES TRUSTS NOS. 2, 3 and 4

By: Edgar E. Townes, Jr. TRUSTEE

By: H. P. Pressler, Jr. TRUSTEE

GRANTORS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared EDGAR E. TOWNES, JR. and H. P. PRESSLER, JR., TRUSTEES of and for the E. E. TOWNES TRUSTS NOS. 2, 3 and 4, who after being by me duly sworn, each stated upon oath that he is Trustee of the said Trusts and has signed the above and foregoing General Warranty Deed as such and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of January, 1979.



Janet Smith
Notary Public in and for Harris County, Texas

MY COMMISSION EXPIRES:
March, 1979

STATE OF TEXAS }
COUNTY OF HAYS }
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me, on

January 26, 1979
Lydia B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

17200
#067

GENERAL WARRANTY DEED

Vol. 321 645

STATE OF TEXAS | 125737
COUNTY OF HAYS |

KNOW ALL MEN BY THESE PRESENTS THAT

The E. E. Townes Trust No. 2, the E. E. Townes Trust No. 3 and the E. E. Townes Trust No. 4, created under the Will of E. E. Townes, Deceased, dated August 9, 1961, such Will having been duly probated in the County Court of Harris County, Texas in Docket No. 75883, said Trusts being hereinafter referred to as Grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00) and other good and valuable considerations cash to Grantors in hand paid, receipt of which is hereby acknowledged, and the further sum of ONE HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED (\$175,200.00) DOLLARS evidenced by a certain promissory note executed by Michael P. Rovenger as Maker payable to the Grantors herein being in said principal amount, of even date herewith payable to the Grantors herein on or before three (3) years after date thereof, together with interest thereon at the rate of eight per cent (8%) per annum payable at maturity, said note containing the usual provisions for interest on matured principal and interest at the rate of ten per cent (10%) per annum and for attorney's fees of ten per cent (10%) of the principal and interest then due thereon in either event as therein set forth, 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 Townes G. Pressler of Harris County, Texas, Trustee, said note providing that there shall be no personal liability on said note by the Maker thereof but that the payees, their successors and assigns will enforce payment of said note against that portion of the land hereby conveyed as to which a Vendor's Lien is herein retained and which is covered by the Deed of Trust hereinabove mentioned and shall have no personal recourse against the Maker thereof, have GRANTED, SOLD and CONVEYED and by these presents do hereby GRANT, SELL and CONVEY, unto Michael P. Rovenger

DEEDS
Hays County, Texas

Vol. 321 " 646

of Lakeway, Travis County, Texas, hereinafter called Grantee, the following described land situated in Hays County, Texas, specifically described as follows, to-wit:

BEING A PORTION OF THAT 2669.272 ACRE TRACT OF LAND CONVEYED TO HAZY HILLS RANCH COMPANY BY ELSIE G. TOWNES, BY DEED DATED DECEMBER 30, 1965, AND RECORDED IN VOLUME 209, PAGE 289, HAYS COUNTY DEED RECORDS, BEING APPROXIMATELY 55.1 ACRES, MORE OR LESS, OUT OF THE WILLIAM WALKER SURVEY NO. 130, AND APPROXIMATELY 131.8 ACRES, MORE OR LESS OUT OF THE H. BENSON SURVEY NO. 137, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of the centerline of a Proposed 60 foot Road Easement with the North line of U.S. Highway 290, for the Southwest corner of the tract herein described, and from which the intersection of the approximate centerline of Trautwein County Road, with the North line of U.S. Highway 290 for the Southeast corner of the said Hazy Hills Ranch Company 2669.272 acre tract, same being the Southwest corner of the 341.44 acre tract of land conveyed to Fred C. Barkley, Trustee by Mary Key by Deed of Trust dated July 9, 1971, and recorded in Volume 140, Page 381, Hays County Deed of Trust Record bears N 84° 21' E, 5331.20 feet;

THENCE, leaving the said U.S. Highway 290, with the centerline of the said Proposed 60 foot Road Easement, the following courses numbered (1) thru (12):

- (1) N 22° 49' E, passing an Overhead Power Line, and continuing 311.86 feet, to an iron stake set;
- (2) N 41° 18' W, 194.71 feet, to an iron stake set;
- (3) N 00° 51' W, 203.71 feet, to an iron stake set;
- (4) N 06° 58' W, 254.07 feet, to an iron stake set;
- (5) N 03° 33' W, 382.57 feet, to an iron stake set;
- (6) N 05° 40' W, passing the North line of the aforementioned Walker Survey No. 130, same being the South line of the aforementioned Benson Survey No. 137, and continuing on in all 230.55 feet, to an iron stake set;
- (7) N 02° 09' E, 289.87 feet, to an iron stake set;
- (8) N 16° 29' E, 312.17 feet, to an iron stake set;
- (9) N 11° 23' E, 278.82 feet, to an iron stake set;
- (10) N 04° 50' E, 264.09 feet, to an iron stake set;
- (11) N 04° 56' W, 308.32 feet, to an iron stake set;
- (12) N 25° 38' W, 265.99 feet, to an iron stake set for the most Westerly Northwest corner of the tract herein described;

THENCE, leaving the centerline of the said Proposed 60 foot Road Easement, the following courses numbered (13) thru (31):

- (13) N 46° 09' E, passing the East line of the said Proposed 60 foot Road Easement, and continuing on in all 978.92 feet, to an iron stake set for the most Northerly Northwest corner of the tract herein described;
- (14) S 57° 17' E, 1213.14 feet, to an iron stake set;
- (15) N 14° 22' W, 223.98 feet, to an iron stake set;
- (16) N 61° 08' E, 238.81 feet, to an iron stake set;
- (17) N 25° 47' E, 275.62 feet, to an iron stake set for the most Northerly Northeast corner of the tract herein described;
- (18) S 74° 52' E, at 186.89 feet, passing an iron stake set, and continuing on in all 388.00 feet, to an iron stake set;

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- (19) S 62° 46' E, 388.12 feet, to an iron stake set for the most Easterly Northeast corner of the tract herein described;
- (20) S 13° 21' E, 350.34 feet, to an iron stake set;
- (21) S 26° 19' W, 317.37 feet, to an iron stake set;
- (22) S 20° 06' E, 239.56 feet, to an iron stake set;
- (23) S 12° 40' W, 269.25 feet, to an iron stake set;
- (24) S 37° 12' W, 344.26 feet, to an iron stake set;
- (25) S 22° 08' W, 336.54 feet, to an iron stake set;
- (26) S 05° 44' W, 197.43 feet, to an iron stake set;
- (27) S 07° 12' E, 212.13 feet, to an iron stake set;
- (28) S 14° 43' E, passing the South line of the aforementioned Benson Survey No. 137, same being the North line of the aforementioned Walker Survey No. 130, and continuing on in all, 199.42 feet, to an iron stake set;
- (29) S 10° 13' W, 172.96 feet, to an iron stake set;
- (30) S 03° 50' W, 338.32 feet, to an iron stake set;
- (31) S 15° 33' E, passing an Overhead Power Line and continuing on in all 167.99 feet, to an iron stake set on the North line of the aforementioned U.S. Highway 290, for the Southeast corner of the tract herein described;

THENCE, with the North line of the said U.S. Highway 290, the following courses numbered (32) thru (34):

- (32) S 76° 18' W, 501.99 feet, to a Concrete Monument found;
- (33) S 81° 21' W, 402.44 feet, to a Concrete Monument found;
- (34) S 76° 27' W, 1501.13 feet, to the POINT OF BEGINNING containing 186.88 acres of land.

For the below stated purposes the parties provide for and agree to a 60 foot wide private road EASEMENT with reference to the above described and other lands, to-wit:

BEING A 60 FOOT WIDE ROAD EASEMENT, 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING OVER A PORTION OF THAT 2669.272 ACRE TRACT OF LAND CONVEYED TO HAZY HILLS RANCH COMPANY BY ELSIE G. TOWNES BY DEED DATED DECEMBER 30, 1965, AND RECORDED IN VOLUME 209, PAGE 289, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the Southern terminus of the herein described centerline, being on the South line of the said Hazy Hills Ranch Company 2669.272 acre tract, and the North line of U.S. Highway 290, and from which the intersection of the approximate centerline of Trautwein County Road, with the North line of U.S. Highway 290 for the Southeast corner of the said Hazy Hills Ranch Company 2669.272 acre tract, same being the Southwest corner of that 341.44 acre tract of land conveyed to Fred C. Barkley, Trustee by Mary Key by Deed of Trust dated July 9, 1971, and recorded in Volume 140, Page 381, Hays County Deed of Trust Records, bears N 84° 21' E, 5331.20 feet;

THENCE, leaving the North line of the said U.S. Highway 290, with the herein described centerline, the following courses numbered (1) thru (17):

- (1) N 22° 49' E, passing an Overhead Power Line and continuing on in all 311.86 feet, to an iron stake set;

- (2) N 41° 18' W, 194.71 feet, to an iron stake set;
- (3) N 00° 51' W, 203.71 feet, to an iron stake set;
- (4) N 06° 58' W, 254.07 feet, to an iron stake set;
- (5) N 03° 33' W, 382.57 feet, to an iron stake set;
- (6) N 05° 40' W, passing the North line of the
aforementioned Walker Survey No. 130, same being
the South line of the aforementioned Benson Survey
No. 137, and continuing on in all 230.55 feet,
to an iron stake set;
- (7) N 02° 09' E, 289.87 feet, to an iron stake set;
- (8) N 16° 29' E, 312.17 feet, to an iron stake set;
- (9) N 11° 23' E, 278.82 feet, to an iron stake set;
- (10) N 04° 50' E, 264.09 feet, to an iron stake set;
- (11) N 04° 56' W, 308.32 feet, to an iron stake set;
- (12) N 25° 38' W, 625.99 feet, to an iron stake set;
- (13) N 12° 00' W, 248.64 feet, to an iron stake set;
- (14) N 21° 17' W, 259.55 feet, to an iron stake set;
- (15) N 16° 16' W, 1369.74 feet, to an iron stake set;
- (16) N 25° 15' W, 331.52 feet, to an iron stake set;
- (17) N 27° 05' W, at 347.59 feet to an iron stake set
for the Northwest corner of a 396.95 acre tract
this day conveyed to Grantee herein by the
Grantors herein to the POINT OF TERMINATION of the
herein described centerline.

Grantors hereby GRANT unto Grantee said easement thirty feet (30') wide West of and adjoining the above described center line of said 60-foot wide private road easement; and

Grantors EXCEPT herefrom and this Deed shall be subject to said easement thirty feet (30') wide East of and adjoining the center line of said 60-foot wide private road easement.

Said easement shall be for the use by the Grantee in this Deed, his heirs, grantees and assigns and by the Grantors in this Deed, their Grantees, beneficiaries, successors and assigns and by Hazy Hills Ranch Co., its grantees, successors and assigns and by Kirk Willingham, his heirs and assigns as a private road and they shall have the right to maintain and use the existing private road thereon and to reconstruct, relocate, maintain and use such private road within said easement for access to and from any land owned by them in the vicinity of said road and of Highway No. U.S. 290.

This conveyance is SUBJECT TO the following exceptions and provisions, to-wit:

1. There is excepted from this Deed and retained unto Grantors, their beneficiaries, grantees, successors and assigns, an undivided one-half (1/2) interest in and to all the oil, gas, sulphur, uranium, coal and all other minerals, whether explored for, developed and produced by surface mining, the drilling of wells directional or otherwise, or by any other method of exploration, development and production; PROVIDED, HOWEVER, Grantors, their beneficiaries, grantees, successors and assigns shall have no right nor authority to use any part of the surface of the land above described and hereby conveyed for the exploration, development and production of such minerals, or any of them, without the consent of the owner of the surface thereof.

2. That certain easement granted to the Pedernales Electric Cooperative, Inc., its successors and assigns, dated the 25th day of September, 1972 and executed by Hazy Hills Ranch Co., Inc.

3. Grantee, his heirs, grantees and assigns, shall not allow any pigpens, rendering plants or other uses which shall create noxious or offensive odors to be constructed upon or operated upon the land above described and hereby conveyed, and Grantee, his heirs, grantees and assigns, shall not permit mobile homes, mobile courts or other temporary movable improvements to be placed upon the land above described other than those used in connection with the construction of permanent improvements or the sale of said land and those so used shall be removed in a reasonable time after completion of permanent improvements or the sale of said land.

TO HAVE AND TO HOLD the above described property and premises and rights of easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee and his heirs and assigns forever, SUBJECT, HOWEVER, to all of the foregoing and to the liens herein provided.

Grantors bind themselves to Warrant and Forever Defend all and singular said premises and easement unto said Grantee, his heirs, grantees and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the reservation of minerals above set out and to the easements, restrictions and other provisions above stated and to the Vendor's Lien and Deed of Trust above mentioned and provided for herein.

It is expressly stipulated and agreed that a Vendor's Lien and Superior Title to all of the above described property and premises (SAVE AND EXCEPT the Northern 46.72 acres thereof hereinafter specifically described) is retained against the above described land, premises and all improvements thereon until the above described note and all interest thereon are fully paid according to its face, tenor, effect and reading when this deed shall become absolute; provided, however, no lien or title is excepted or retained on or against said Northern 46.72 acres specifically described as follows:

W. 321 649

BEING A PORTION OF THAT 2669.272 ACRE TRACT OF LAND CONVEYED TO HAZY HILLS RANCH COMPANY BY ELSIE G. TOWNES, BY DEED DATED DECEMBER 30, 1965, AND RECORDED IN VOLUME 209, PAGE 289, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at an iron stake set on the centerline of a Proposed 60 foot Road Easement for the most Westerly Northwest corner of the 186.88 acre tract hereinabove described, and from which the intersection of the approximate centerline of Trautwein County Road, with the North line of U.S. Highway 290 for the Southeast corner of the said Hazy Hills Ranch Company 2669.272 acre tract, same being the Southwest corner of that 341.44 acre tract of land conveyed to Fred C. Barkley, Trustee by Mary Key by Deed of Trust dated July 9, 1971, and recorded in Volume 140, Page 381, Hays County Deed of Trust Records, bears S 63° 42' E, 5975.47 feet;

THENCE, leaving the centerline of the said Proposed 60 foot Road Easement, N 46° 09' E, passing the East line of the said Proposed 60 foot Road Easement, and continuing on in all 978.92 feet, to an iron stake set for the most Northerly Northwest corner of the tract herein described;

THENCE, the following courses numbered (1) thru (9):

- (1) S 57° 17' E, 1213.14 feet, to an iron stake set;
- (2) N 14° 22' W, 223.98 feet, to an iron stake set;
- (3) N 61° 08' E, 238.81 feet, to an iron stake set;
- (4) N 25° 47' E, 275.62 feet, to an iron stake set for the most Northerly Northeast corner of the tract herein described;
- (5) S 74° 52' E, at 186.89 feet, passing an iron stake set, and continuing on in all 388.00 feet, to an iron stake set;
- (6) S 62° 46' E, 388.12 feet, to an iron stake set, for the most Easterly Northeast corner of the tract herein described;
- (7) S 13° 21' E, 350.34 feet, to an iron stake set;
- (8) S 26° 19' W, 20.31 feet, to an angle point, for the Southeast corner of the tract herein described;
- (9) S 76° 27' W, passing the East line of the said Proposed 60 foot Road Easement, and continuing on in all 2737.15 feet, to an angle point on the centerline of the said Proposed 60 foot Road Easement, for the Southwest corner of the tract herein described;

THENCE, with the centerline of the said Proposed 60 foot Road Easement, the following courses numbered (10) thru (12):

- (10) N 04° 50' E, 129.29 feet, to an iron stake set;
- (11) N 04° 56' W, 308.32 feet, to an iron stake set;
- (12) N 25° 38' W, 265.99 feet, to the POINT OF BEGINNING, containing 46.72 acres of land.

It is specifically provided that the Vendor's Lien and Deed of Trust Lien herein and in said Deed of Trust provided for shall be subject to the easement for private road herein granted and retained as above provided.

REC. 321 651

It is hereby provided and said Deed of Trust provides for partial releases of the land hereby conveyed and subject to said Vendor's Lien and Deed of Trust; such partial releases to be in increments of 20 acres each, such increments to be released upon payment on said Vendor's Lien Note of Twenty-Five Thousand (\$25,000.00) Dollars plus interest from date of Note to date of payment at eight per cent (8%) per annum on said \$25,000.00. The first tract as to which a partial release may be so obtained is the 20 acres next contiguous to the South line of said 46.72 acres above described and each successive tract as to which a partial release may be obtained shall be the next contiguous 20 acres to the South of the last portion released of the subject property. Each of said 20 acres partially released shall have Northern and Southern Boundaries parallel to the South line of said 46.72 acre tract and their East and West Boundaries shall be a portion of the East and West Boundaries of the land hereby conveyed. There may be six (6) releases of 20 acres each and the 7th release will be of the unreleased portion of the land hereby conveyed and will be made upon payment of the unpaid balance of said note and interest as aforesaid. Grantee, his heirs or assigns shall provide survey and field notes for each 20 acre tract included within each respective partial release.

Taxes for the year 1979 are assumed by Grantee.

EXECUTED at Houston, Texas this the 15th day of January, A.D. 1979.

E. E. TOWNES TRUSTS NOS. 2, 3 AND 4

By Edgar E. Townes, Jr. TRUSTEE

By H.P. Pressler, Jr. TRUSTEE

GRANTORS

vs. 321 . 652

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared EDGAR E. TOWNES, JR. and H.P. PRESSLER, JR., Trustees of and for the E. E. TOWNES TRUSTS NOS. 2, 3 AND 4, who after being by me duly sworn, each stated upon oath that he is Trustee of the said Trusts and has signed the above and foregoing General Warranty Deed as such and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of January, 1979.



Janet Smith
Notary Public in and for
Harris County, Texas

MY COMMISSION EXPIRES:

March, 1979

STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the date and at the time stamped (shown) by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me, on



Lydell B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

[Signature]
COUHTY CLERK
FILED
HAYS COUNTY, TEXAS
79 JAN 25 PM 3 16

7500

THE STATE OF TEXAS

204843

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT THE JACKSON COMPANY of Hays County, Texas, being the owner of 267.839 acres, conveyed to it by deed in Volume 248, page 881 and volume 408, page 601 of the Deed Records of Hays County, being out of the Wm. York #141 and the H. Benson Survey #137 in Hays County, Texas according to the Map or Plat thereof of record in 3 at 218-220 of the Hays County Plat Records, said subdivision consisting of Lots Nos. SIX-HUNDRED-FIFTY-ONE (651) thru SEVEN-HUNDRED-EIGHTY-FIVE (785), in consideration of the enhancement in value of the said property by reason of the premises, does hereby impress the subdivision and each lot therein with the following restrictions, which restrictions are hereby declared to be a part of a general and comprehensive plan for the development of the subdivision:

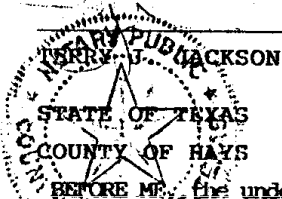
1. No swine shall ever be permitted on the said premises.
2. No tract will be resubdivided in less than five (5) acre tracts.
3. No part of said property shall be used or maintained as a dumping ground for sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
4. No trailer, motor home, mobil home, basement, tents shack, garage, barn or other out buildings erected on said property shall at any time be used as a residence temporarily or permanently; nor shall any structure of a temporary character be used as a residence.
5. No noxious or offensive activity shall be conducted upon any part of this property, nor shall any activity, trade or undertaking be done thereon which may constitute a nuisance.
6. All sanitary regulations and requirements set forth by the public health authorities of the County of Hays, State of Texas, shall be strictly complied with. No outside toilets shall be erected, placed or used upon the premises, but a septic tank and sufficient field line of approved character shall be installed to accomodate the sewerage.
7. Purchaser in the subdivision shall be responsible for all installation of septic tank systems and/or water well which the may desire or governmental authorities may require.
8. No part of this property shall be used for the sale, display of storage of junk, used automobiles, or any activity that shall constitute a public nuisance, and no building used for residence may be constructed of tin, iron or metal. Tin or metal roofs used for home construction must be painted a color other than silver.
9. Until property is properly fenced no livestock shall be permitted and then no more than on (1) per lot or one (1) per two and one-half (2½) acres of land, and only on lots listed here: seven-hundred-eleven (711) thru seven-hundred-eighteen (718). All livestock must be kept in a fenced area located at the back of the home, exception being where home owner owns the adjacent lot, and then only the back one-half (½) of the adjacent lot may be used for livestock. Under no circumstances shall livestock be kept at the front of the property. Livestock consists of horses.
10. All buildings erected on the premises shall be of new construction and materials. No building or portion of building of old material may be moved into said subdivision.
11. No residence shall be erected having less than eighteen hundred (1800) square feet of floor space of living area in the main building, excluding garage and storage rooms. All Main buildings shall have at least one-half (½) thereof of masonry construction. No cinderblock, earth shelter, underground, or dome houses shall be constructed on lots 651 thru 694, 698, thru 703, and 729 thru 785. Sixteen-hundred (1600) square feet homes may be constructed on lots 704, 706, thru 718, and 721 thru 727.

12. No more than one residence shall be erected per lot.
13. All fences shall be erected of wood, rock, chain link or decorative iron. All fences from front of house to street, or side of house to street, or corner lot shall be no more than forty-eight inches (48") tall. Wire fencing to rear of house for horse usage only on lots 711 thru 718.
14. No mobile home, motor home or trailer to be used as a construction office during building of home.
15. No part of any said property shall ever be used for business or commercial purposes, except on lots 695, 705, 719, 720, and 728. No signs will be displayed (other than Real Estate signs) on any lot.
16. No buildings shall be located on any lot or tract less than fifty (50) feet from front property line. No structure shall be located nearer than fifty (50) feet to any side street. Barns and out buildings must be built to the rear of the main house. Roof and siding on all out buildings must coincide with materials used on exterior of house.
17. All plans and specifications to be approved by THE JACKSON COMPANY.
18. Lot must be free and clear of all liens before Seller will issue a Warranty Deed. No actual home construction can begin until then and can not take more than (12) months to complete.
19. No lot shall be used for a private or public drive or road leading to any tract of land other than the lots in SUNSET CANYON IV.
20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from recorded date. These covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by seventy-five (75%) of the owners of said land has been recorded agreeing to change said covenants in whole or part.
21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
22. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other provisions all which shall remain in full force and effect.
23. No discharge of firearms except in self-defense.

WITNESS our hand this 23 day of January 1985 A.D.

Larry O. Jackson
LARRY O. JACKSON

THE JACKSON COMPANY
L. O. Jackson
L.O. JACKSON
Jerry D. Jackson
JERRY D. JACKSON



BEFORE ME, the undersigned authority, on this day personally appeared LARRY O. JACKSON, L. O. JACKSON, TERRY J. JACKSON and JERRY D. JACKSON, a partnership, known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

HILDA GARCIA
NOTARY PUBLIC FOR Hays
COMM. EXP. MAY 24, 1986

Hilda Garcia
Notary Public in and for HAYS
COUNTY, TEXAS

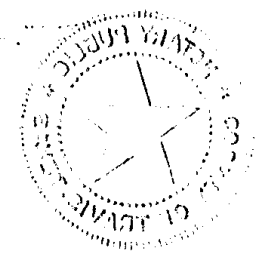
FILED
HAYS COUNTY, TEXAS
85 MAR 25 AM 11 18

Lyndee B. Clayton
COUNTY CLERK

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



MAR. 26 1985
Lyndee B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS



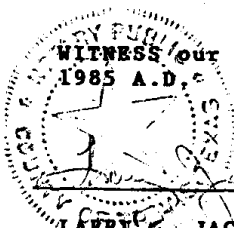
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

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20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from recorded date. These covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by seventy-five (75%) of the owners of said land has been recorded agreeing to change said covenants in whole or part.
21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
22. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other provisions all which shall remain in full force and effect.
23. No discharge of firearms except in self-defense.



WITNESS our hand this 23 day of January 1985 A.D.

[Signature]
LARRY O. JACKSON

THE JACKSON COMPANY
[Signature]
L.O. JACKSON

[Signature]
TERRY J. JACKSON

[Signature]
JERRY D. JACKSON

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared LARRY O. JACKSON, L.O. JACKSON, TERRY J. JACKSON and JERRY D. JACKSON, a partnership, known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

[Signature]
Notary Public in and for HAYS
COUNTY, TEXAS

HILDA GARCIA
NOTARY PUBLIC FOR Hays
COMM. EXP. MAY 24, 1986

562 664

FILED
HAYS COUNTY, TEXAS
NOV 14 PM 12 55
COUNTY CLERK

STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me

NOV 15 1985



Grace B. Clayton

COUNTY CLERK
HAYS COUNTY, TEXAS

4-J Land Co
4000 HWY 290 East
Dripping Springs, TX 78620

#5.2
#10203

562 645

219643

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

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Real Property Records

Hays County, Texas

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21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
22. Invalidation of any one of these covenants by judgement or other court order shall in no wise affect any of the other provisions all which shall remain in full force and effect.
23. No discharge of firearms except in self-defense.

WITNESS our hand this 23rd day of January 1985 A.D.

[Signature]

 LARRY O. JACKSON
[Signature]

 TERRY J. JACKSON
 STATE OF TEXAS
 COUNTY OF HAYS

THE JACKSON COMPANY
[Signature]

 L.O. JACKSON
[Signature]

 JERRY D. JACKSON

BEFORE ME, the undersigned authority, on this day personally appeared LARRY O. JACKSON, L.O. JACKSON, TERRY J. JACKSON and JERRY D. JACKSON, a partnership, known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

HILDA GARCIA
 NOTARY PUBLIC FOR
 COMM. EXP. MAY 24, 1985

 Notary Public in and for HAYS
 COUNTY, TEXAS

562 687

FILED
HAYS COUNTY, TEXAS
NOV 14 PM 12 55
Grace B. Clayton
COUNTY CLERK

STATE OF TEXAS }
COUNTY OF HAYS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped hereon by me

NOV 15 1985



Grace B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

4-J Land Co
4000 HWY 290 E
Dripping Springs, TX 78620

(3) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or to recover damages.

(4) Invalidation of any of these covenants by judgment or other court order shall in no wise affect any of the other provisions all of which shall remain in full force and effect.

WITNESS our hand this _____ day of _____, 1989.

Jerry Jackson The Jackson Co. Lots 705-728

Joseph M. Watson Lots 668 & 667

Sherrie Watson Lots 668 & 667

Ronald A. Clifton Lots 740 & 741

Jackie Chaffa Lots 740 & 741

Allen Corp. SW
By [Signature] Ag. Pres

SEE EXHIBIT "A"

EXHIBIT "A"

lots owned by Patten Corporation Southwest as of September 5, 1989 SUNSET CANYON

TOTAL LOTS: 75

| DV | NUM | SECSUB | ACRES |
|----|-----|--------|--------|
| SC | 656 | 4 | 1.4660 |
| SC | 659 | 4 | 1.4642 |
| SC | 660 | 4 | 1.4662 |
| SC | 661 | 4 | 1.4682 |
| SC | 662 | 4 | 1.4691 |
| SC | 663 | 4 | 1.4670 |
| SC | 664 | 4 | 1.4647 |
| SC | 666 | 4 | 1.5980 |
| SC | 672 | 4 | 2.5160 |
| SC | 673 | 4 | 1.4079 |
| SC | 674 | 4 | 1.3674 |
| SC | 675 | 4 | 1.3120 |
| SC | 676 | 4 | 1.3477 |
| SC | 678 | 4 | 1.4298 |
| SC | 679 | 4 | 1.4021 |
| SC | 680 | 4 | 1.6568 |
| SC | 681 | 4 | 1.6330 |
| SC | 682 | 4 | 1.5000 |
| SC | 683 | 4 | 1.5250 |
| SC | 684 | 4 | 1.5790 |
| SC | 685 | 4 | 1.5920 |
| SC | 686 | 4 | 1.5000 |
| SC | 687 | 4 | 1.5360 |
| SC | 688 | 4 | 3.4980 |
| SC | 689 | 4 | 1.9000 |
| SC | 690 | 4 | 1.7700 |
| SC | 691 | 4 | 1.7980 |
| SC | 692 | 4 | 1.6660 |
| SC | 696 | 4 | 1.8570 |
| SC | 697 | 4 | 3.3100 |
| SC | 698 | 4 | 1.5700 |
| SC | 699 | 4 | 1.5800 |
| SC | 700 | 4 | 1.3900 |
| SC | 701 | 4 | 1.3300 |
| SC | 702 | 4 | 1.4810 |
| SC | 703 | 4 | 1.3758 |
| SC | 729 | 4 | 2.0220 |
| SC | 730 | 4 | 1.5770 |
| SC | 731 | 4 | 1.4190 |
| SC | 732 | 4 | 1.2916 |
| SC | 733 | 4 | 1.6260 |
| SC | 734 | 4 | 1.3850 |
| SC | 737 | 4 | 2.3030 |
| SC | 738 | 4 | 2.0620 |
| SC | 739 | 4 | 1.5455 |
| SC | 742 | 4 | 2.6055 |
| SC | 743 | 4 | 1.8119 |
| SC | 744 | 4 | 1.2661 |
| SC | 746 | 4 | 1.6487 |
| SC | 747 | 4 | 1.8386 |
| SC | 748 | 4 | 1.8013 |
| SC | 749 | 4 | 1.7921 |
| SC | 750 | 4 | 2.1285 |
| SC | 751 | 4 | 1.6123 |
| SC | 756 | 4 | 1.6000 |

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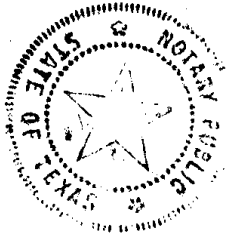
| | | |
|--------|---|--------|
| SC 757 | 4 | 2.2032 |
| SC 758 | 4 | 1.3570 |
| SC 759 | 4 | 1.3580 |
| SC 760 | 4 | 1.3580 |
| SC 761 | 4 | 1.3580 |
| SC 762 | 4 | 1.6000 |
| SC 763 | 4 | 1.5140 |
| SC 768 | 4 | 1.8500 |
| SC 770 | 4 | 1.7380 |
| SC 771 | 4 | 1.5660 |
| SC 772 | 4 | 1.4813 |
| SC 773 | 4 | 1.6150 |
| SC 774 | 4 | 1.5820 |
| SC 775 | 4 | 1.3550 |
| SC 776 | 4 | 2.1540 |
| SC 777 | 4 | 1.7146 |
| SC 782 | 4 | 1.4798 |
| SC 783 | 4 | 1.6120 |
| SC 784 | 4 | 1.6072 |
| SC 785 | 4 | 1.6080 |

798

16

STATE OF TEXAS ¶
COUNTY OF HAYS ¶

This instrument was acknowledged before me on the 1 day of August, 1989 by Jerry JACKSON.



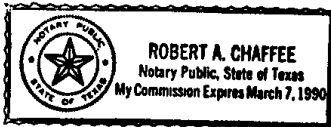
Debra Ann Martinez
Notary Public State of Texas

Debra Ann Martinez
(Printed or Stamped Name)

My Commission Expires: 09/06/89

STATE OF TEXAS ¶
COUNTY OF HAYS ¶

This instrument was acknowledged before me on the 10th day of August, 1989 by JOSEPH M. WATSON.



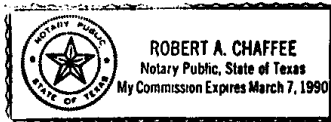
Robert A. Chaffee
Notary Public State of Texas

Robert A. Chaffee
(Printed or Stamped Name)

My Commission Expires: 3/07/90

STATE OF TEXAS ¶
COUNTY OF HAYS ¶

This instrument was acknowledged before me on the 10th day of August, 1989 by Sherri WATSON.



Robert A. Chaffee
Notary Public State of Texas

ROBERT A. Chaffee
(Printed or Stamped Name)

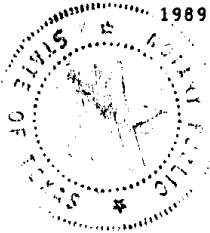
My Commission Expires: 3/07/90

798 18

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 15 day of August, 1989 by Robert A. Chatter.



Robert Stephen Thompson
Notary Public State of Texas

Robert Stephen Thompson
(Printed or Stamped Name)

My Commission Expires 5/21/93

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 15 day of August, 1989 by Vickie Chatter.



Robert Stephen Thompson
Notary Public State of Texas

Robert Stephen Thompson
(Printed or Stamped Name)

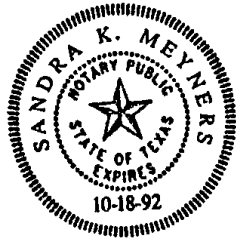
My commission Expires 5/21/93

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 5th day of September, 1989 by Charles D. Patterson.

Sandra K. Meyers
Notary Public State of Texas



(Printed or Stamped Name)

My Commission Expires _____

STATE OF TEXAS

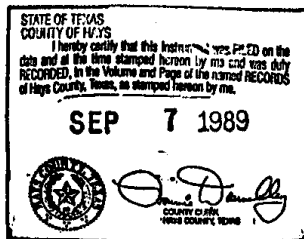
COUNTY OF HAYS

This instrument was acknowledged before me on the _____ day of _____, 1989 by _____.

Notary Public State of Texas

(Printed or Stamped Name)

My commission Expires _____



FILED
HAYS COUNTY, TEXAS
SEP 7 PM 12 56
Sandra K. Meyers
COUNTY CLERK

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AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS

335195

THIS DECLARATION is made on the date hereinafter set forth by Jimmy Nassour, Trustee, hereinafter referred to as "Declarant".

WHEREAS, Declarant presently holds fee simple title to 159 residential lots, hereinafter referred to as the "property", located in the Sunset Canyon Subdivision.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Sunset Canyon Subdivision; and to this end, desires to subject said lots to the restrictions, covenants, conditions and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant desires to reinforce and supplement all of the existing sets of Deed Restrictions on the Sunset Canyon Subdivision that are all recorded in the Deed Records of Hays County, Texas as follows: Sunset Canyon, Vol. 384, Page 37 and Vol. 321, page 645; Sunset Canyon Section II, Vol. 395, Page 658; Sunset Canyon Section III, Vol. 412, Page 762; Sunset Canyon IV, Vol. 507, Page 49; Vol. 562, Page 602; Vol. 562, Page 605 and Vol. 798, Page 13; and Sunset Canyon V, Vol. 472, Page 324; Vol. 513, Page 771; Vol. 607, Page 685; Vol. 721, Page 797; Vol. 731, Page 772 and Vol. 736, Page 626.

NOW THEREFORE, Owner hereby declares that all of the subject lots described in Exhibit A shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Architectural Control Committee" shall mean the committee created pursuant to Article II of this Declaration.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the

Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to 159 residential lots located in Sunset Canyon, Sunset Canyon Section II, Sunset Canyon Section III, Sunset Canyon Section IV, and Sunset Canyon Section V, all being recorded subdivisions located in Hays County, Texas. The lots are specifically described in Exhibit A, attached hereto and make a part hereof.

4. "Lot" shall mean and refer to any of the 159 lots described in Exhibit A, including all improvements and easements thereon.

5. "Declarant" shall mean and refer to Jimmy Nassour, Trustee, his attorney-in-fact, successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

1. Members. The Architectural Control Committee shall consist of three members designated by the Declarant until such time as seventy-five percent (75%) of the residential Lots have been sold and conveyed from Declarant to Owners. Upon the sale of said number of residential Lots, the members of the Committee shall be designated by the Association. A majority of the Committee may designate by the majority of Lot owners in the Sunset Canyon Landowner's Association, Inc., a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

2. Review by Committee. No improvement, consisting of residences, detached garages, other outbuildings, fences or perimeter walls, and driveways, shall be constructed, placed, or maintained upon any Lot, and no alteration of the exterior of any improvement shall be made until (1) a complete copy of the plans and specifications for the improvements showing the exterior design, height, and building material of the improvements, and; (2) a site plan showing the location of all present and planned improvements, including but not limited to, the residence, all outbuildings including detached garages, the driveway, any fencing, and any perimeter walls; and (3) the name of the Builder, if known, have been submitted to and approved in writing by the Architectural Control Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Architectural Control Committee.

3. Conformity. The Architectural Control Committee shall exercise its best judgment to see that the exterior design and location of all improvements,

landscaping and alterations of Lots within the Property conform to and harmonize with the surrounding improvements, environment, topography, and finished grade evaluations.

4. Variances from Restrictions. The Architectural Control Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.

5. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within fourteen (14) days after submission. In the event the Architectural Control Committee fails to take any action within fourteen (14) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

6. Written Records. The Architectural Control Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.

7. Majority Vote. A majority vote of the Architectural Control Committee is required for approval of (1) proposed improvements, and (2) requests for variances.

8. Non-liability. Neither the Declarant or the Architectural Control Committee shall be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

ARTICLE III

RESTRICTION ON LOTS

1. Size of Residences.

a) Sunset Canyon, Sunset Canyon Section II, Sunset Canyon Section III, and Sunset Canyon IV: No residential dwelling shall be constructed on the Lots in Sunset Canyon Section II, Sunset Canyon Section III, and Sunset Canyon Section IV, that shall have less than 1600 square feet of floor space of living area in the main building, excluding garage and storage rooms. In the event that a multifamily residential dwelling is constructed on Lots 719, 720, or 728, in Sunset Canyon IV, then the minimum living area per living unit shall be not less than 1000 square feet.

b) Sunset Canyon, Section V: No residential dwelling shall be constructed on the Lots located in Sunset Canyon, Section V that shall have

less than 1800 square feet of floor space of living area in the main building, excluding garage and storage rooms.

c) In the event a multi-story residential dwelling is constructed, then the first floor shall have a minimum of 1250 square feet of heated and air conditioned space.

2. Driveways. All driveways shall be paved with asphalt, concrete, or paving bricks from the public street to the residential dwelling constructed on each lot, including all secondary driveways.

3. Garages. All residential dwellings will have a two-car garage or larger, either attached or unattached, and the existing 50% masonry construction requirement shall include the garage for calculation purposes.

4. Roofs. All metal roofs of any kind, on any structure, must be painted with a non reflective color.

5. Mail boxes. All mail boxes shall be enclosed in the same brick or masonry as used on the residence.

6. Sunset Canyon Landowners' Association, Inc. Upon completion of a residential dwelling unit, the lot owner shall be required to join the Sunset Canyon Landowners' Association, Inc. hereinafter referred to as the "Landowners' Association". The annual dues of the Landowners' Association are set from time-to-time by the membership of the Landowners' Association and the Landowners' Association shall have the right to enforce payment and collection of such Landowners' Association dues. In the event a property owner fails to pay any Landowners' Association dues, the Landowners' Association shall have the right to pursue any and all legal remedies available including filing a lien on the lot.

ARTICLE IV

GENERAL PROVISIONS

1. Enforcement. The Owner of each lot, and the Sunset Canyon Landowners' Association, Inc., shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges new and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorney's fees and other expenses incurred in such enforcement. Failure by any lot Owner or the Sunset Canyon Landowners' Association, Inc., to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

977 · 308

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land concurrent with the 10 year anniversary date of each set of Sunset Canyon Subdivision restrictions for Sunset Canyon, Sunset Canyon Section II, Sunset Canyon Section III, Sunset Canyon Section IV, and Sunset Canyon Section V, all as separately recorded in the Hays County, Texas Deed Records, and are described by Volume and Page herein. After which time they shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots in the subdivision cancel the same, through a duly recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision.

Executed this 16th day of February, 1993.

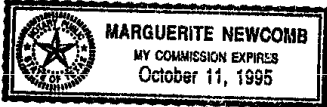
DECLARANT:

JIMMY NASSOUR, TRUSTEE

BY: Jimmy Nassour, Trustee
Jimmy Nassour, Trustee

State of Texas §
 §
County of Travis §

This declaration was sworn to and acknowledged before me on the 16th day of February, 1993 by Jimmy Nassour, Trustee.



My commission expires on:

[Signature]
Notary Public, State of Texas

FILED
HAYS COUNTY, TEXAS
MAR 2 AM 10 45
COUNTY CLERK

EXHIBIT A

SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS

Sunset Canyon Section I

Lots 241, 270, 271, 353, 354, 357, 358, and 359, SUNSET CANYON, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 285-290, Plat Records of Hays County, Texas.

Sunset Canyon Section II

Lots 443, 462, and 497, SUNSET CANYON SECTION II, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Pages 368-370, Plat Records of Hays County, Texas.

Sunset Canyon Section III

Lots 520, 521, 522, 523, 528, 533, 535, 547, 550, 569, 570, 571, 572, 574, 576, 578, 579, 584, 586, 588, 591, 594, 596, 597, 598, 599, 600, 601, 602, 605, 611, 621, 640, 641, 643, 644, 645, 648, and 649, SUNSET CANYON SECTION III, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 21-23, Plat Records of Hays County, Texas.

Sunset Canyon Section IV

Lots 708, 709, 710, 711, 712, 713, 714, 715, 718, 719, 720, 721, 722, 723, 724, 725, 726, and 728, SUNSET CANYON SECTION IV, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 218-220, Plat Records of Hays County, Texas.

Sunset Canyon Section V

Lots 789, 791, 792, 800, 807, 834, 835, 856, 837, 838, 839, 842, 843, 846, 847, 860, 861, 864, 865, 866, 867, 868, 869, 870, 872, 873, 877, 878, 880, 890, 891, 893, 899, 900, 901, 902, 903, 904, 913, 923, 925, 926, 927, 938, 956, 968, 980, 981, 984, 986, 987, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1006, 1007, 1008, 1012, 1015, 1016, 1017, 1018, 1020, 1022, 1024, 1025, 1026, 1028, 1029, 1038, 1039, 1040, 1041, 1047, 1054, 1055, 1056, 1062, 1064, 1065, 1066, 1067, 1068, 1069, and 1073, SUNSET CANYON SECTION V, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 284-289, Plat Records of Hays County, Texas.

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Hays County, Texas, as stamped hereon by me.

MAR 2 1993

Page 6 of 6



Janice D. Dammley
COUNTY CLERK
HAYS COUNTY, TEXAS

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SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS
DOC# 371880

THIS DECLARATION is made on the date hereinafter set forth by Jimmy Nassour, Trustee, hereinafter referred to as "Declarant".

WHEREAS, Declarant presently holds fee simple title to certain residential lots, hereinafter referred to as the "property", located in the Sunset Canyon Subdivision, and described in Exhibit "A".

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Sunset Canyon Subdivision; and to this end, desires to subject said lots to the restrictions, covenants, conditions and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant desires to reinforce and supplement all of the existing sets of Deed Restrictions on the Sunset Canyon Subdivision that are all recorded in the Deed Records of Hays County, Texas as follows: Sunset Canyon Section I, Vol. 384, Page 37 and Vol. 321, page 645; Sunset Canyon Section II, Vol. 395, Page 658; Sunset Canyon Section III, Vol. 412, Page 762; Sunset Canyon IV, Vol. 507, Page 49; Vol. 562, Page 602; Vol. 562, Page 605 and Vol. 798, Page 13; and Sunset Canyon V, Vol. 472, Page 324; Vol. 513, Page 771; Vol. 607, Page 685; Vol. 721, Page 797; Vol. 731, Page 772 and Vol. 736, Page 626.

NOW THEREFORE, Owner hereby declares that all of the subject lots described in Exhibit A shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. Remains unchanged.
2. Remains unchanged.

3. The only change is: "Property" shall mean and refer to "122" residential lots ...
4. The only change is "Lot" shall mean and refer to any of the "122" lots ...
5. Remains unchanged.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Article II remains unchanged.

ARTICLE III

RESTRICTION ON LOTS

1. Size of Residences.

- a) Remains unchanged.
- b) Remains unchanged.

c) The intent of the Declarant for this paragraph should have originally stated, and this restriction is hereby changed as follows: In the event a multi-story residential dwelling is constructed then the first floor shall have a minimum of 1250 square feet, "including the garage." This restriction change shall apply to residential dwellings constructed on Lots in Sunset Canyon Section V only.

The minimum square foot requirements for the first floor of a multi-story dwelling shall be deleted in its entirety for residential dwellings constructed on Lots in Sunset Canyon Section I, Sunset Canyon Section II, Sunset Canyon Section III and Sunset Canyon Section IV.

2. Driveways. This restriction is changed as follows: All driveways shall be paved with asphalt, concrete, or paving bricks from the public street to the residential dwelling constructed on each Lot, including all secondary driveways. "in Sunset Canyon Section IV, and Sunset Canyon Section V only."

The driveway requirement shall be deleted in its entirety for Lots located in Sunset Canyon Section I, Sunset Canyon Section II, and Sunset Canyon Section III.

3. Garages. Remains unchanged.

1120 330

4. Roofs. Remains unchanged.

5. Mail boxes. This restriction is changed as follows: All mail boxes shall be enclosed in the same brick or masonry as used on the residence in Sunset Canyon Section V only

The mail box requirement shall be deleted in its entirety for Lots in Sunset Canyon Section I, Sunset Canyon Section II, Sunset Canyon Section III and Sunset Canyon Section IV.

6. Sunset Canyon Landowners' Association, Inc. Remains unchanged.

ARTICLE IV

GENERAL PROVISIONS

1. Enforcement. Remains unchanged

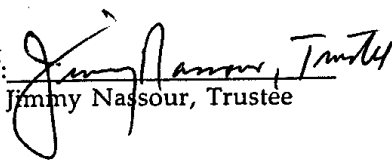
2. Severability. Remains unchanged

3. Amendment. The only change shall be: ... This declaration may be amended during the term hereof or during any extension period by an instrument signed by the owners of not less than three-fourths (3/4) of the Lots that are located in each subdivision, separately, being Sunset Canyon Section I, Sunset Canyon Section II, Sunset Canyon Section III, Sunset Canyon Section IV, and Sunset Canyon Section V.

Executed this 15 day of December, 1994.

DECLARANT:

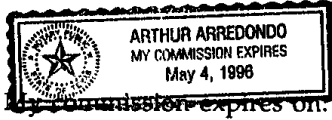
JIMMY NASSOUR, TRUSTEE

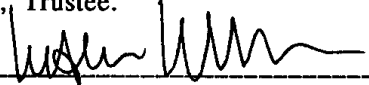
BY: 
Jimmy Nassour, Trustee

State of Texas §
 §
County of Travis §

1120 331

This declaration was sworn to and acknowledged before me on the 15
day of December, 1994 by Jimmy Nassour, Trustee.





Notary Public, State of Texas

5-4-96

FILED FOR RECORD
DOC# 371880 \$17
12-22-1994 12:51:10
RONNIE DANNELLEY
HAYS COUNTY

EXHIBIT A

1120 332

SUNSET CANYON SUBDIVISION
HAYS COUNTY, TEXAS

Sunset Canyon Section I

Lots 241, 270, 271, 353, 354, 357, 358, and 359, SUNSET CANYON SECTION I, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 285-290, Plat Records of Hays County, Texas.

Sunset Canyon Section II

Lots 443, 462, and 497, SUNSET CANYON SECTION II, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 2, Pages 368-370, Plat Records of Hays County, Texas.

Sunset Canyon Section III

Lots 520, 521, 522, 523, 528, 533, 535, 547, 550, 569, 570, 571, 572, 574, 576, 578, 579, 584, 586, 588, 591, 594, 596, 597, 598, 599, 600, 601, 602, 605, 611, 621, 640, 641, 643, 644, 645, 648, and 649, SUNSET CANYON SECTION III, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 21-23, Plat Records of Hays County, Texas.

Sunset Canyon Section IV

Lots 709, 710, 713, 714, 715, 718, 719, 720, 721, 722, 723, 724, 725, and 728, SUNSET CANYON SECTION IV, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 218-220, Plat Records of Hays County, Texas.

Sunset Canyon Section V

Lots 789, 807, 834, 835, 836, 837, 842, 843, 861, 864, 865, 866, 867, 868, 870, 873, 877, 878, 880, 893, 899, 900, 901, 902, 903, 904, 925, 926, 927, 968, 981, 986, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1006, 1008, 1012, 1015, 1017, 1018, 1024, 1047, 1054, 1062, 1064, 1065, 1067, 1068, 1069, and 1073, SUNSET CANYON SECTION V, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 284-289, Plat Records of Hays County, Texas.

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

DEC 22 1994



Donna D. Dammley
COUNTY CLERK
HAYS COUNTY, TEXAS

Sunset Canyon Landowners Association, Inc.

Management Certificate

This Management Certificate is prepared and recorded in accordance with the requirements of §209.004 of the Texas Residential Property Owners Protection Act to provide the following information for Sunset Canyon Subdivision, managed by The Sunset Canyon Land Owners Association, Inc.:

1. The name of the subdivision is Sunset Canyon
2. The name and mailing address of Association:

Sunset Canyon Land Owners Association, Inc.
1013 Hidden Hills Drive,
Dripping Springs, TX, 78620

3. The recording data for the subdivision is:

SUNSET CANYON AMENDED LOT 326-327 VOL 9 PG 313_0001
SUNSET CANYON SEC 1 LOTS 342-343 VOL 8 PG 83_0001
SUNSET CANYON SEC 1 LTS 260-435-436 VOL 12 PG 267_0001
SUNSET CANYON SEC 1 VOL 7 PG 154_0001
SUNSET CANYON SEC 2 AMENDED LTS 507-509 VOL 6 PG 279_0001
SUNSET CANYON SEC 4 AMENDED LTS 777-778 VOL 9 PG 21-22_0002
SUNSET CANYON SEC 4 AMENDED LTS 777-778 VOL 9 PG 21-22_0001
SUNSET CANYON SEC 4 RESUB LTS 760 & 761 VOL 5 PG 371_0001
SUNSET CANYON SEC I-C VOL 3 PG 49-50_0001
SUNSET CANYON SEC I-C VOL 3 PG 49-50_0002
SUNSET CANYON SEC II C VOL 3 PG 397-398_0001
SUNSET CANYON SEC II C VOL 3 PG 397-398_0002
SUNSET CANYON SEC II VOL 2 PG 368-370_0001
SUNSET CANYON SEC II VOL 2 PG 368-370_0002
SUNSET CANYON SEC II VOL 2 PG 368-370_0003
SUNSET CANYON SEC III VOL 3 PG 21-23_0001
SUNSET CANYON SEC III VOL 3 PG 21-23_0002
SUNSET CANYON SEC III VOL 3 PG 21-23_0003
SUNSET CANYON SEC IV VOL 3 PG 218-220_0001
SUNSET CANYON SEC IV VOL 3 PG 218-220_0002
SUNSET CANYON SEC IV VOL 3 PG 218-220_0003
SUNSET CANYON SEC V AMENDED 882A- 883A VOL 12 PG 87_0001
SUNSET CANYON SEC V VOL 3 PG 284-289_0002

SUNSET CANYON SEC V VOL 3 PG 284-289_0003
SUNSET CANYON SEC V VOL 3 PG 284-289_0004
SUNSET CANYON SEC V VOL 3 PG 284-289_0005
SUNSET CANYON SEC V VOL 3 PG 284-289_0006
SUNSET CANYON SEC V VOL 4 PG 233-235 AMEND VOL 3 PG 285_0001
SUNSET CANYON SEC V VOL 4 PG 233-235 AMEND VOL 3 PG 285_0002
SUNSET CANYON SEC V VOL 4 PG 233-235 AMEND VOL 3 PG 285_0003
SUNSET CANYON SECT V VOL 3 PG 284-289_0001
SUNSET CANYON V 2 PG 285-290_0005
SUNSET CANYON VOL 2 PG 285-290_0001
SUNSET CANYON VOL 2 PG 285-290_0002
SUNSET CANYON VOL 2 PG 285-290_0003
SUNSET CANYON VOL 2 PG 285-290_0006
SUNSET-CANYON-REPLAT-OF-LOT-17-SEC-1-C-VOL-18-PG-1_0001

These can be found online at:

<https://hayscad.com/subdivisionplats/sublists/>

4. The recording data for the declaration is:

1. Sunset Canyon (Referred to now as Section 1), #163445
2. Amendment to Restrictive Covenants of Sunset Canyon, #329875
3. Sunset Canyon Section II, #170774
4. Sunset Canyon Section III, #180537
5. Sunset Canyon (Referred to as Section IV), #248843
6. Supplemental Restrictions for Sunset Canyon, Section IV, #284749
7. Sunset Canyon Section V, #206872
8. Second Amended Declaration of C.C.R.'s for Sunset Canyon, with attached Exhibit A, #371880

5. The Association's Dedicatory Instruments are available online at:

www.sunsetcanyon.org/documents

(SIGNATURE PAGE FOLLOWS)

EXECUTED to be effective on the date this instrument is Recorded.

SUNSET CANYON LAND OWNERS ASSOCIATION, INC.

A Texas non profit corporation

By: Alan Kley

Name: Alan Kley Meyer

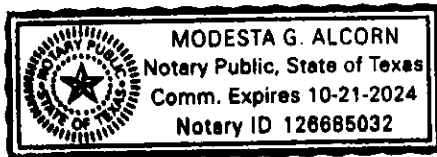
Title: SCLA Secretary

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 19th day of May, 2022, by Richard Alan Kley Meyer Jr, the SCLA Secretary of SUNSET CANYON LAND OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(SEAL)



Modesta G. Alcorn

Notary Public Signature

AFTER RECORDING RETURN TO:

Sunset Canyon Land Owners Association, Inc.

P. O. Box 588

Dripping Springs, TX 78620

Email: scla.sec@sunsetcanyon.org

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22024952 CERTIFICATE
05/19/2022 11:31:08 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

