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**SECOND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HIDDEN SPRINGS RANCH ADDITION
IN HAYS COUNTY, TEXAS**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

Dripping Springs' HIDDEN SPRINGS RANCH, L.L.C. ("Declarant"), a Texas limited liability company is the owner of certain real property ("Property") located in Dripping Springs, Texas, and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

Declarant has adopted an overall plan for the orderly development of the Property as a planned residential community, and to implement such plan desires to and does hereby adopt this **SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") which, together with any covenants and restrictions which may hereafter be contained in deeds from the Declarant conveying any Lot of the Property, shall constitute covenants running with the land and shall be binding upon any purchaser, grantee, owner or lessee of any Lot (and the improvements thereon), and upon the respective heirs, executors, administrators, devisees, successors and assigns (collectively, herein referred to as "Lot Owners", and singularly as "Lot Owner") of each purchaser, grantee, owner or lessee, and shall inure to the benefit of and be enforceable by the Declarant, the Association (as hereinafter defined) and the Declarant's successors and assigns.

**ARTICLE 1
CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

1.1. Plan Approval. Prior to the construction, remodeling or alteration of any building or other structure on any Lot or Lots, final plans and specifications shall be submitted in duplicate by a Lot Owner to the Architectural Control Committee (as hereinafter defined) for approval and no construction shall commence until such plans have been approved. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved", and returned to the Lot Owner or his designated representative. If the Committee fails to provide Lot Owner with any objections to such plans and specifications ~~within ten (10) days after the date of submission~~, then written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In connection with its review of any plans and specifications, the Architectural Control Committee

may employ an engineer or architect to review such plans and specifications to determine that they comply with the requirements of this Declaration. The Lot Owner submitting such plans and specifications for approval shall be liable to the Architectural Control Committee for the fees and expenses charged by such engineer or architect who reviews the plans and specifications; provided that such liability shall not exceed \$250.00.

1.2. Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Lot Owner or other occupant shall use or occupy any Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Lot Owner or such Lot Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex, duplex apartment, garage apartment, or other apartment use, commercial or professional uses (except as hereinafter expressly provided).

1.3. Minimum Floor Area. All main residential structures shall be one or two story and the total air-conditioned living area (floor area) of the such main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios, and detached accessory buildings shall contain not less than 2,200 square feet of floor area, unless a variance is granted in writing by the Architectural Control Committee. If the main residential structure is two stories, then the floor area of the first floor shall not be less than 1,500 square feet, unless a variance is granted in writing by the Architectural Control Committee.

1.4. Garages. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Detached garages, carports and storage rooms must be approved in writing by the Architectural Control Committee. All garages must conform in design and materials with the main structure. All garages must be rear or side entry, so that no garage door appears from the front of any residence.

1.5. Driveways. All driveways shall be surfaced with concrete, asphalt or pavers approved by the Architectural Control Committee, or similar hard surface substance approved by the Architectural Control Committee. An unobstructed path with a width of not less than twelve feet (12'), including the surfaced driveway, is required to provide access for emergency vehicles to the premises. Any driveway into a Lot, which is constructed over a drainage canal or ditch, will be constructed so as to conform with the details provided in Exhibit "B" attached hereto and incorporated herein by this reference.

1.6. Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, drainage easements, or to natural drainage courses or areas, in conformity with the existing drainage and gradation of the Property prior to the commencement of construction of or within the subdivision. No dams shall be constructed nor any other alteration or change be made in the course or flow of any waterway or drainage course crossing or abutting any Lot, without the prior written consent of the Architectural Control Committee and the Lot Owner onto whose Lot the drainage is to cross because of such alteration or change.

1.7. Setback Requirements and Building Location. All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the City of Dripping Springs, Texas and the requirements of the Plat; provided, however, no structure of any kind (either dwelling or accessory structures) shall be nearer than twenty feet (20') to any inside line of any Lot. The location of the main residence on each Lot and the facing of the main elevation with respect to the street shall be subject to written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the property lines indicated by the minimum building setback line on the Plat.

1.8. Utilities. Each residence situated on a Lot shall be connected to the water lines as soon as practicable after same are available at the Lot line. Each Lot and house constructed thereon shall be responsible for the permitting, construction and maintenance of its own personal waste water system ("septic system"); provided that each Lot and the house constructed thereon shall be constructed so as to readily permit connection to any sewer lines, if the same are installed in the development by the City of Dripping Springs. No privy or cesspool shall be placed or maintained upon any Lot. All septic systems installed on a Lot must be approved by the Architectural Control Committee prior to their installation. All septic systems shall be inspected in accordance with the Hays County, Texas Environmental Health Department standards. A copy of the inspection report shall be delivered to the Association and the Lot Owner shall make such repairs and improvements as are recommended in such report. Any Lot Owner (the "Complaining Owner") may register a complaint with the Association as to any septic system on another Lot Owner's lot (the "Offending Owner"), which such Complaining Owner deems is a health hazard or nuisance (including, but not limited to standing water around or near the septic system or offensive odors emanating from the septic system). Upon investigation, the Association, in its sole determination, may give notice (the "Inspection Notice") to the Offending Owner that it is requiring that his septic system be inspected by an inspector approved by the Association. Such inspection shall be conducted and a report thereon shall be delivered to the Association and the Offending Owner not later than fifteen (15) days after the date of the Inspection Notice. The Offending Owner shall have the repairs and improvements, as are recommended in such report, completed not later than forty-five days after the date of the Inspection Notice. A portable toilet will be required during building construction upon each individual Lot. The installation and use of any propane, butane, LP Gas or other gas tank, bottle, or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle, or cylinder be installed underground, unless such underground installation is prohibited by any federal, state or local law. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets.

1.9. Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, stucco or other materials approved by the Architectural Control Committee. (Wood siding or other such materials will be considered on a case by case basis when, in the sole and absolute judgment of the Architectural Control Committee, such materials are in keeping with the architectural style of the house and do not adversely impact the subdivision or other houses constructed within the subdivision.) It is specifically required that the exterior wall area of each residence located within the Property shall not have less than seventy-five percent (75%) brick,

brick veneer, stone, stone veneer, or stucco construction. All chimney or fireplace enclosures facing a public street shall be one hundred percent (100%) brick, brick veneer, stone, stone veneer, or stucco construction. The surface area of windows surrounded completely by brick or other approved masonry materials may be included within the computation of the exterior brick, brick veneer, stone, stone veneer, or stucco wall area of a residence. No previously used materials shall be permitted on the exterior of the residential structures located within the Property, without the prior written approval of the Architectural Control Committee.

Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.

The buildings constructed on the Lots must have a roof of composition materials (being a 25-year dimensional shingle or a product of equal or greater specification, and color must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Architectural Control Committee), slate, enamel finished metal, standing seamed galvanized or tile, and be approved by the Architectural Control Committee. Wood shingle roofs are not permitted. The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. The roof pitch of any structure (other than porches and patios) shall be 6" X 12" minimum. The roof pitch of any porches and patios shall be 3" X 12" minimum. Any deviation of roof pitch must be approved in writing by the Architectural Control Committee. (Flat or reduced pitched roofs will be considered on a case by case basis when, in the sole and absolute judgment of the Architectural Control Committee, such a roof is appropriate and in keeping with the architectural style of the house.)

(b) Each residential structure shall have installed on the outside wall thereof a service riser conduit, the location and length of such conduit to be subject to the written approval of the Architectural Control Committee; provided, however, no such conduit shall be visible from public streets, common properties, or adjoining Lots.

(c) No above ground-level swimming pools shall be installed on any Lot, unless approved by the Committee due to the topography of the Lot. Any swimming pool, whether above ground-level or in-ground, must be enclosed in a fence, which fence shall consist wood or metal, with masonry, brick or stone columns, which shall match the materials used in the residence constructed on the Lot, and which fence must be approved by the Architectural Control Committee.

(d) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, stain or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(e) No projections of any type shall be placed or permitted to remain above the roof line of any residential building with the exception of one or more chimneys and one or more vent stacks without the prior written approval of the Architectural Control Committee.

(f) Each structure will be constructed in accordance with the 1997 edition of the Uniform Building Code, Uniform Plumbing Code and the Uniform Mechanical Code, and the latest edition of the National Electric Code, until such time as Dripping Springs, Texas adopts a building code. After adoption of a building code by the City of Dripping Springs, then each structure constructed thereafter will be constructed in accordance with the City of Dripping Springs building code. Each Lot Owner shall employ an inspection company approved by the Association, who shall provide a written report to the Architectural Control Committee and Association that such structure completed in accordance with such building codes.

1.10. Landscaping. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Weather permitting, each Lot shall be fully landscaped within ninety (90) days after the occupancy of the residence constructed thereon. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition. Each Lot Owner shall submit as a part of his plans and specifications, a landscape plan for his Lot.

1.11. Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, and no fence shall be constructed or extend past the front wall of the structure on the front of any lot, unless otherwise permitted by the Architectural Control Committee. No fence, wall or hedge shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise expressly approved by the Architectural Control Committee. No solid fencing whether wood or masonry shall be constructed between any other Lot within the subdivision except around a personal swimming pool and as approved by the Architectural Control Committee. All service and sanitation facilities, clothes lines, wood piles, tool sheds and air conditioning equipment must be enclosed within fences, and/or landscaping so as not to be visible from the adjoining Lots and residential streets. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Lot Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home.

1.12. Trash Receptacles and Collection. The Association will contract with one trash company to collect and remove garbage and trash on a regular basis from each completed and occupied residential dwelling in the development. (Trash pick-up service will not be provided during the construction of any such dwelling.) Each Lot Owner will be responsible to pay their pro rata share of the costs incurred in connection with the trash pick-up and agrees to abide by the rules and regulations promulgated by such trash company in connection with such pick-up. Any Lot Owner who fails or refuses to abide by such rules and regulations shall be solely responsible for the additional cost incurred as the result of such failure or refusal. In the event

the City of Dripping Springs should provide for collection and removal of garbage and trash on a regular basis, then the Association shall no longer be responsible to contract with an independent trash company and each Lot Owner shall make or cause to be made appropriate arrangements with the City of Dripping Springs, Texas, for collection and removal of garbage and trash on a regular basis. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waster matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the City of Dripping Springs, Texas, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. During the time of construction on any Lot, a chain link trash receptacle of a size not less that ten feet in width and depth and six feet high shall be temporarily constructed and utilized with trash picked up from each Lot and placed in said receptacle on, at a minimum, a daily basis.

1.13. Exterior Lighting. No exterior lighting shall be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee or the Association that any exterior light is objectionable, the Lot Owner on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

1.14. Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Property.

1.15. Antennas Restrictions and Satellite Dishes. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted, unless they are screened and approved by the Architectural Control Committee. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. The location of all satellite dishes shall be subject to the prior written approval of the Architectural Control Committee. Each Lot Owner shall landscape his Lot or provide fencing in accordance with this Declaration, so that no satellite dish is visible from public streets, common properties, or adjoining Lots.

1.16. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence, house, garage or other structure appurtenant thereto shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and

constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operation of the Property, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Property. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage of the appropriate Lot Owner and concealed from view from adjoining Lots, common property, or public streets, unless a variance is approved in writing by the Architectural Control Committee.

1.17. Parking. No vehicles shall be parked or driven on any landscaped areas of the development, including, but not limited to yards or Common Area. Subject to the restrictions herein provided, all vehicles shall be parked on streets or in driveways or parking lots (if any are provided for the Common Area). On-street parking is restricted to approved deliveries or pickups, or temporary parking (not to exceed six hours) for parties, home weddings or other events approved by the Association. In no event shall such on-street parking block any of the streets or driveways of the Lot Owners or preclude access to the development. Parking in driveways is permitted; provided, however, no inoperable vehicles, no stored vehicles, or vehicles not utilized on a daily basis shall be permitted in driveways.

1.18. Signs. No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions; (i) Declarant may erect and maintain a sign or signs for the construction, development, operation, promotion and sale of the Lots; (ii) the patriotic display of flags not exceeding 4' x 6' in size shall be permitted; and (iii) signs of customary dimensions (3' x 4' maximum) advertising said property or portions thereof for sale. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of any municipality, as such standards may be applicable to the Property.

1.19. Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or water shall be erected, maintained or permitted upon any Lot. This provision shall not in any manner prohibit the Declarant from drilling one or more water wells in the Common Area of the subdivision.

1.20. Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Lot Owners.

1.21. Mailboxes. Mailboxes shall be constructed by the Declarant and shall be located in a cluster at the entrance of the Property. Maintenance of the mailboxes shall be the responsibility of the Association.

1.22. Pets. No Lot Owner shall permit or maintain any farm animals on the Lot. Lot Owner shall be permitted to maintain up to three dogs and three cats on the Lot. Such animals

shall be under the Lot Owner's control at all times and shall be maintained in fenced areas, in the residence or on a leash. No Lot Owner shall permit any animals to roam unrestrained through the subdivision.

1.23. Prohibition against Subdivision of Lot. No Lot Owner shall subdivide his Lot.

1.24. Prohibition against Access Roads. No Lot Owner shall, nor shall any Lot Owner permit the construction of, or use of his Lot as a public road, access or thoroughfare to any property adjacent to the subdivision.

1.25. Duty of Maintenance. Lot Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds, or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash and waste;
- (b) Lawn mowing on a regular basis;
- (c) Tree and shrub pruning;
- (d) Watering landscaped areas;
- (e) Keeping exterior lighting and maintenance facilities in working order;
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (g) Keeping parking areas, driveways, curbs and roads in good repair;
- (h) Complying with all government health and police requirements;
- (i) Repair of exterior damages to improvements;
- (j) Cleaning of landscaped areas lying between street curbs and Lot lines; and
- (k) Repainting of improvements.

ARTICLE 2

ARCHITECTURAL CONTROL COMMITTEE

2.1. Architectural Control Committee. Until such time as Declarant no longer owns any Lots, the Architectural Control Committee (herein so called) shall be composed of not less than one (1) or more than three (3) or more individuals selected and appointed by the Declarant. At such time as Declarant no longer owns any Lots, the Architectural Control Committee shall be composed of such individuals as selected by the residents and or the Association. The

Architectural Control Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property. The committee shall function as the representative of the Declarant for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, nor their designated representative, shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed, actions taken, or inactions in connection with any undertaking, responsibility, or activity hereunder or request for action hereunder.

2.2. Architectural Approval. No building, structure, fence, wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any Lot until the plot plan and elevation drawings from the four sides of any building on the Lot, showing the location of such building, structure, paving or improvement, construction plans and specifications thereof and landscaping and grading plans therefor have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines; topography; finished grades elevation; effect of location and use on neighboring Lots and improvements situated thereon; and any drainage arrangement, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces and landscaping with existing structures and existing landscaping, (iii) quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within these Covenants (and any amendments hereto) or as may be set forth in bulletins promulgated by the Architectural Control Committee. The Architectural Control Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

2.3. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Lot Owner to construct, erect, or install improvements which are in variance from the architectural standards or this Declaration, or the previously published architectural bulletins which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Lot Owner or other person claiming by, through, or on behalf of any Lot Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by a Lot Owner or any person acting for or on behalf of any Lot Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Lot Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce this Declaration and the architectural standards against any other Lot Owner. Each such written request must identify and set forth in detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standards from which a variance is being sought and the specific variance being granted.

2.4. No Liability. Neither Declarant, the Architectural Control Committee nor their officers, directors, members, employees, agents and other representatives, of either, shall be

liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Lot Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Lot Owner agrees that he will not bring any action or suit against Declarant, the Architectural Control Committee, their officers, directors, members, employees or agents of either of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Architectural Control Committee, nor the members of the Architectural Control Committee, nor the agents and other representatives of the Architectural Control Committee or any of its members, nor the Lot Owner assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE 3 COMMON AREAS

3.1. Common Area. The Common Area (herein so called) shall mean the (i) streets, bike paths, ball fields reflected on the plat, (ii) any and all easements in favor of the Association or the Declarant over any of the Lots and (iii) all of the other Property, other than the Lots (except for easements across such Lots as above provided).

3.2. Easement over Common Areas. Each Lot Owner within the Property other than the Declarant, by acceptance of a deed thereof whether or not it shall be so expressed therein or by acceptance of any other conveyance thereof, grants to the Association an easement over the Common Areas, which shall be appurtenant to and shall pass with title to each respective Lot, provided no Lot Owner other than the Declarant or the Association shall have the right to make alterations, additions or improvements to the Common Area.

3.3. Damage to Common Areas. Each Lot Owner shall be liable to the Association for any damage to any portion of the Common Area caused by the negligence or misconduct of the Lot Owner, his family, tenant or guests.

3.4. Use of Common Areas. Use of the Common Areas shall be limited to Lot Owners, their families, tenants, and guests.

ARTICLE 4 HIDDEN SPRINGS HOMEOWNER'S ASSOCIATION

4.1. Association. The Property shall be managed by HIDDEN SPRINGS HOMEOWNER'S ASSOCIATION, INC. (the "Association"). The Association shall operate as a nonprofit corporation under the Texas Non-Profit Corporation Act, Article 1396-1.01, et seq., Texas Revised Civil Statutes, and any amendments thereto or successor statutes thereof.

4.2. Membership. Every person or entity who is a Lot Owner shall be automatically a member of the Association.

4.3. Meetings. Annual meetings of the members of the Association may be held at such time as is provided in the Bylaws of the Association. Special meetings may be called at any time pursuant to the provisions of the Bylaws of the Association.

4.4. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A Members. Class A Members shall be all the Lot Owners with the exception of Declarant. The Declarant may, however, become a Class A Member upon termination of its Class B Membership as hereinafter provided. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be members and the vote provided for herein shall be exercised as they among themselves determine. In no event, shall there be more than one (1) vote cast with respect to any Lot.

(b) Class B Members. The Declarant shall be the sole Class B Member and shall be entitled to six (6) votes for each Lot owned. Class B Membership shall cease and be converted to Class A Membership on the happening of the earlier to occur of the following events:

(i) When the Declarant no longer owns any of the Lots; or

(ii) At such time as the Declarant voluntarily relinquishes its Class B membership rights.

4.5. Powers and Duties. The Association shall provide and shall pay for out of the assessments provided for in Article 5:

(a) Care, preservation and maintenance of the Common Area and the furnishing and upkeep of any desired personal property and improvements for use in or on the Common Area;

(b) Maintenance of the exterior grounds of the Common Area and plants and vegetation upon public rights-of-way, including without limitation trees, shrubs, grass and landscaping of any Common Area;

(i) Insurance and utilities (including without limitation electricity, gas, water and sewer charges) which pertain to the Common Area only;

(ii) The services of a person or firm as a bonded professional manager to manage the Association or any separate portion thereof, to the extent deemed advisable by the Association, and the services of such other personnel as the Association shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Association or by the manager;

(iii) Legal and accounting services; and

(iv) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Association is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

4.6. Rights, Powers and Duties. The Association shall have the following additional rights, powers and duties:

(a) To borrow funds to pay costs of operation, secured by assignment or pledge or rights against delinquent Lot Owners, if the Association sees fit;

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

(c) To protect or defend the Common Area from loss or damage by suit or otherwise, to sue or defend it in any court of law in behalf of the Association and to provide adequate reserves for repairs and replacements;

(d) To make reasonable rules and regulations for the operation of the Common Area and to amend them from time to time;

(e) Pursuant to Article 6 herein, to adjust the claim amount, collect, and use any insurance proceeds to repair damage or replace lost property; to assess the Lot Owners in proportionate amounts to cover the deficiency; and

(f) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Lot Owner for violation of such provisions or rules.

4.7. Maintenance Contracts. The Association, shall have full power and authority to contract with any Lot Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms and conditions and for such consideration as the Association may deem proper, advisable and to the best interest of the Association.

4.8. Liability Limitations. Neither any Lot Owner, nor the Declarant, shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Lot Owner, whether such other Lot Owner was acting on behalf of the Association or otherwise. Neither the Declarant, nor the Association, shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

4.9. Directors and Officers. The Association may elect directors and officers as it deems necessary, desirable or appropriate to act on its behalf, pursuant to authority and with the

powers and duties as may be granted by the Association to the person(s) so acting. The liability limitations provided in Paragraph 4.7, immediately preceding shall extend to any director or officer acting on behalf of the Association.

ARTICLE 5
ASSESSMENTS

5.1. Assessments. Each Lot Owner within the Property other than the Declarant, by acceptance of a deed thereof whether or not it shall be so expressed therein or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a mortgage), shall be deemed to covenant and agree to pay to the Association:

- (a) Monthly assessments for maintenance and insurance on portions of the property and the Common Area.
- (b) Annual assessments or charges;
- (c) Special assessments for capital improvements or maintenance thereof;
- (d) Special assessments in connection with a Lot Owner's failure to perform the required exterior maintenance or improvements of his property or in connection with an Lot Owner's failure to comply with this Declaration, all as hereinafter described with more particularity.

Each Lot Owner shall be personally liable for the any assessments and the Association may bring legal action against the Lot Owner personally obligated to pay any delinquent assessments or to foreclose the lien (as hereinafter provided) against the Lot to which such assessment applies and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorney's fees. No Lot Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot.

5.2. Determination of Assessments. Except as hereinafter provided, assessments shall be made by a majority of the votes of the members of the Association at a meeting of the members. If either (a) the monthly assessments to be made under Paragraph 5.1(a) hereof are to be increased so as to result in an increase of more than ten percent (10%) of such monthly assessments (for the month immediately preceding such increase), or (b) the annual assessments to be made under Paragraph 5.1(b) hereof are to be increased so as to result in an increase of more than ten percent (10%) of such annual assessments (for the year immediately preceding such increase), then approval of such increases shall require the vote sixty-seven percent (67%) of the votes of the members of the Association at a meeting of the members. Assessments shall be made in equal amount to each Lot.

5.3. Lien on Lot. All assessments shall be a debt and obligation of the Lot Owner and, if such assessments are not paid by the due date, then the unpaid assessments shall bear interest at a rate per annum equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the highest lawful rate permitted under Texas law. Assessments made shall be a covenant running with the land. To secure the payment of unpaid assessments, a lien shall arise in favor

of the Association on the Lot to which such unpaid assessment applies. Each Lot Owner by acceptance of a deed conveying a Lot to him or her hereby covenants and agrees to pay any and all Assessments on such Lot and to the extent such Assessments are not paid hereby grants a lien and security interest in the Lot (and the Improvements thereon to the Association to secure the payment of such unpaid Assessments.

5.4. Subordination of Lien. The Assessment Lien shall be subordinate and inferior to any lien arising under a deed of trust (or other instrument) and securing amounts due for the acquisition of a Lot, construction of improvements thereon, or the purchase of a Lot and the improvements thereon, and any renewals, extensions or refinancings thereof, so long as such deed of trust (or other instrument) is filed of record in Hays County, Texas prior to the date such Assessment Lien became effective. Any foreclosure of such deed of trust (or other instrument) under power of sale or through court proceedings shall cut-off and extinguish the Assessment Lien securing the assessment which became due and payable prior to the foreclosure date. However, such foreclosure shall not release any Lot from any Assessment Lien to secure assessments which become due and payable after the date of such foreclosure, nor shall the personal obligation of any Lot Owner be extinguished by such foreclosure proceeding.

5.5. Foreclosure of Lien. If the Lot Owner fails to pay any assessment when due, the Association or its duly authorized representative shall be authorized to sell the Lot at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Lot is situated, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday of any month, after giving notice of the sale as required by the applicable law of the State of Texas in effect at the time of the sale. Such proposed sale shall take place at the county courthouse in the area designated by the commissioner's court of such county, as recorded in the real property records of such county, or if no area has been designated by the county commissioner, then the notice of sale must designate the area where the sale covered by the notice is to take place. Notice of such proposed sale, which must include a statement of the earliest time at which the sale will occur, must be given at least twenty-one (21) days before the date of such sale:

(a) by posting at the courthouse door of each county in which the property is located a written notice designating the county in which the property will be sold;

(b) by filing in the office of the county clerk of each county in which the property is located a copy of the notice posted under subparagraph (a) of this Paragraph 5.1; and

(c) by Beneficiary's serving written notice of the sale by certified mail on the Lot Owner obligated to pay the assessment secured by such lien. The sale must begin at the time stated in the notice or not later than three (3) hours after that time. If the lien for assessments encumbers real property used as the Lot Owner's residence, then the Association or its designated representative, shall serve Lot Owner with written notice sent by certified mail stating that the Lot Owner has defaulted in the payment of its assessments and giving the Lot Owner at least twenty (20) days to cure such default before the assessment is due and notice of sale is given. Service of any such written notice by certified mail is complete when such written notice is deposited in the United States Mail, postage prepaid and addressed to each such Lot Owner at the last known addresses of each of them, respectively, as shown by the records of the Association. The affidavit of a person knowledgeable of the facts to the effect that service was

completed is prima facie evidence of service. The proceeds from such sale shall be applied as follows:

(i) first, the Association shall pay the reasonable expenses and costs incurred by the Association in enforcing its rights under this Declaration and any reasonable expenses and costs incurred by Association, including, but not limited to, expenses and costs incurred by Association or its duly authorized representative in foreclosing upon the Lot and a reasonable trustee's fee or commission;

(ii) second, shall pay, so far as may be possible, the assessment and any interest accruing thereon; and

(iii) third, the Association shall pay the residue, if any, to the person or persons legally entitled thereto.

Payment of the purchase price to the Association shall satisfy the obligation of the purchaser at such sale therefor, and such purchaser shall not be bound to look after the application thereof.

Each Lot Owner within the Property other than the Declarant, by acceptance of a deed thereof whether or not it shall be so expressed therein or by acceptance of any other conveyance thereof, shall be deemed to covenant and agree, on behalf of himself and on behalf of his heirs, administrators, executors, successors, personal representatives and assigns, that any and all statements of fact or other recitals made in any deed of conveyance given by the Association or its duly authorized representative, to a purchaser of a Lot at any foreclosure sale shall be conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against such Lot Owner and his heirs, administrators, executors, successors, personal representatives and assigns.

ARTICLE 6

INSURANCE; REPAIR AND RESTORATION

6.1. Purchase of Insurance. The Association shall purchase, carry and maintain in force insurance covering all portions of the Common Area, and improvements thereon or appurtenant thereto, for the interest of the Association, its agents and all members of the Association, in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Lot Owners with respect to the Common Area.

(c) Fidelity bond for all officers and employees of the Association having control over the receipt of and disbursement of funds.

6.2. Insurance Proceeds. The Association and its members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Area.

6.3. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special group assessment as provided for in Article 5 of this Declaration to cover the deficiency.

ARTICLE 7 GENERAL PROVISIONS

7.1. Easements. Easements for access and the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any Lot, the Lot Owner covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

7.2. Duration. This Declaration and the covenants, conditions and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty-five (35) years from the date these covenants are recorded unless at any time after said thirty-five year period an instrument signed by a majority (by number of Lots) of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part.

7.3. Enforcement. In addition to the Declarant, the Lot Owners and to the other parties for whose benefit these covenants shall run, the Architectural Control Committee shall further have the authority to enforce any and all of the covenants, conditions and restrictions set forth in this Declaration against any person or persons violating or attempting to violate the same. In furtherance of the foregoing, and not by way of limitation, the Architectural Control Committee, Declarant and any other party for whose benefits the covenants, conditions and restrictions provided in this Declaration shall run may enter proceedings at law or in equity to restrain violation of these covenants, conditions and restrictions contained in this Declaration and to recover damages for the breach or violation thereof. Notwithstanding any express or implied term or provision hereof, neither Declarant nor the Architectural Control Committee shall ever be obligated to enforce any provision hereof and failure to do so shall never be grounds for any

liability for or recovery of any damages against Declarant, the Architectural Control Committee or any member thereof.

7.4. Amendments. Until the sale by Declarant of all of the Lots in the subdivision to third parties unrelated to Declarant, the Declarant, its successors or assigns, at its sole discretion, may abolish or amend the covenants, conditions and restrictions set forth herein in whole or in part. Thereafter, the covenants, conditions and restrictions set forth herein may be amended with consent of fifty one per cent (51%) of the then Lot Owners (with one vote to be cast for each Lot so owned) evidenced by a document in writing bearing each of their signatures.

7.5. Annexation and Addition of Real Property. Until the sale by Declarant of all of the Lots in the subdivision to third parties unrelated to Declarant, the Declarant, its successors or assigns, may add or annex additional real property (whether such real property is owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the covenants, conditions, restrictions and other provisions of this Declaration to such real property. Any real property so added or annexed shall be included in the term "Property" as used herein and such additions or annexations shall automatically extend the jurisdiction, functions, duties and membership of the Association to the real property added or annexed.

7.6. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no wise affect any other provision of this Declaration and the remaining provisions hereof shall remain in full force and effect.

7.7. Notices to Declarant/Lot Owners. Any notice required to be given to any Lot Owner or Declarant under the provisions of these Covenants shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as a Lot Owner or Declarant.

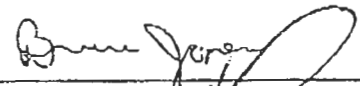
7.8. Termination of Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Property and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

7.9. Previous Declarations. A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAKS OF HIDDEN SPRINGS RANCH ADDITION IN HAYS COUNTY, TEXAS (the "First Prior Declaration"), dated May 10, 1999 was recorded in the Official Public Records of Hays County, Texas under file number HC 9911320. The Prior Declaration has been rescinded by Rescission dated September 23, 1999 filed in the Official Public Records of Hays County, Texas under file No. HC 9923564. A RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAKS OF HIDDEN SPRINGS RANCH ADDITION IN HAYS COUNTY, TEXAS (the "Second Prior Declaration"), dated September 23, 1999 was recorded in the Official Public Records of Hays County, Texas under file number HC 9923563. The Prior Declaration has been rescinded by Rescission dated of even date herewith filed in the Official Public Records of Hays County, Texas.

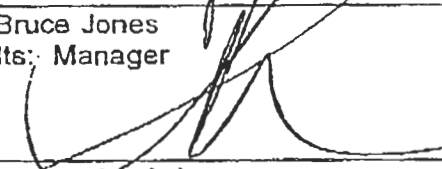
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the 26th day of October, 1999.

DECLARANT:

Dripping Springs' HIDDEN SPRINGS RANCH, L.L.C.,
a Texas limited liability company

By: 

Bruce Jones
Its: Manager

By: 

Steven M. Cohen
Its: Manager

THE STATE OF Texas
COUNTY OF Dallas

con con con

This instrument was acknowledged before me on this 26th day of October, 1999 by Bruce Jones, Manager of Dripping Springs' HIDDEN SPRINGS RANCH, L.L.C., a Texas limited liability company, on behalf of said company.



Judy Herring
Notary Public, State of Texas

THE STATE OF Colorado
COUNTY OF Denver

con con con

This instrument was acknowledged before me on this 21st day of October, 1999 by Steven M. Cohen, manager of Dripping Springs' HIDDEN SPRINGS RANCH, L.L.C., a Texas limited liability company, on behalf of said company.

M Ann Metzger
Notary Public, State of Colorado



My Commission Expires April 5, 2003

EXHIBIT "A"
Legal Description

A 76.88 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, SITUATED IN HAYS COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 163.6148 ACRE TRACT CONVEYED FROM ERNEST MORGAN AND BERTIE MORGAN TO JACKSON COMPANY AS RECORDED IN VOLUME 503, PAGE 208 OF THE DEED RECORDS OF SAID COUNTY; SAID 76.88 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch diameter iron rod found at the southeast corner of the said 163.6148 acre tract and at a reentrant corner of that certain 142.00 acre as described in Volume 689, Page 230, et seq. of the Real Property Records of said county, and being the southeast corner hereof;

THENCE with the south line of the said 163.6148 acre tract and a southerly line of the said 142.00 acre tract and the south line hereof, as fenced, S 88° 24' 51" W, a distance of 567.64 feet to a 3/4 inch diameter iron pipe found;

THENCE continuing with the south line of the said 163.6148 acre tract and a northerly line of the said 142.00 acre tract, being the south line hereof, the following four (4) courses:

1. S 69° 11' 00" W, a distance of 27.11 feet to a 1/2 inch diameter iron rod found,
2. N 89° 32' 04" W, a distance of 251.14 feet to a 1/2 inch diameter iron pipe found,
3. S 25° 12' 10" W, a distance of 71.03 feet to a 60d nail found, and
4. S 37° 32' 31" W, a distance of 105.85 feet to a 3/8 inch diameter iron rod set on the northeast right of way line of Hays County Road No. 320 (old U. S. Highway No. 290), being at the most southerly corner of the said 163.6148 acre tract and the most westerly corner of the said 142.00 acre tract, for the most southerly corner hereof;

THENCE with the said northeast right of way line of Hays County Road No. 320 and the south line of the said 163.6148 acre tract, being the south line hereof, the following two (2) courses:

1. A distance of 591.51 feet along the arc of a curve to the left having a radius of 1432.39 feet, a central angle of 23° 39' 38", and a chord bearing of N 57° 11' 27" W, a distance of 587.32 feet, to a concrete right of way monument found, and
2. N 68° 43' 42" W, a distance of 364.69 feet to a 3/8 inch diameter iron rod set;

THENCE departing from the said northeast right of way line of the said Hays County Road No. 320 (old U.S. Highway No. 290) and the south line of the said 163.6148 acre tract, and passing over and across the said 163.6148 acre tract with the most southerly east line of Meadow Oaks Phase One, a subdivision as recorded in Book 3, Page 341, et seq. of the Plat Records of said county, same being the east line of Shadywood Lane as shown on said plat, the following seven (7) courses:

1. A distance of 24.11 feet along the arc of a curve to the right having a radius of 15.00 feet, a central angle of 92° 06' 44", and a chord bearing of N 22° 40' 21" W, a distance of 21.60 feet to a 3/8 inch diameter iron rod set,
2. N 23° 23' 01" E, a distance of 1462.24 feet to a 3/8 inch diameter iron rod set,
3. A distance of 103.36 feet along the arc of a curve to the left having a radius of 347.67 feet, a central angle of 17° 02' 01", and a chord bearing of N 14° 52' 01" E, a distance of 102.98 feet to a 3/8 inch diameter iron rod set,

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4. A distance of 21.69 feet along the arc of a curve to the right having a radius of 15.00 feet, a central angle of $82^{\circ} 50' 15''$, a chord bearing of $N 47^{\circ} 34' 05'' E$, a distance of 19.85 feet to a 3/8 inch diameter iron rod set,
5. $N 02^{\circ} 19' 23'' E$, a distance of 60.08 feet to a 1/2 inch diameter iron rod found,
6. A distance of 23.29 feet along the arc of a curve to the left having a radius of 15.00 feet, a central angle of $88^{\circ} 58' 47''$, a chord bearing of $N 45^{\circ} 28' 02'' W$, a distance of 21.02 feet to a 3/8 inch diameter iron rod set, and
7. $N 00^{\circ} 12' 19'' W$, a distance of 750.58 feet to a 3/8 inch diameter iron rod set on the south line of Meadows Lane as shown on said plat for the northwesterly corner hereof,

THENCE departing from the said east line of Shadywood Lane and the most southerly east line of the said Meadow Oaks Phase One and continuing over and across the said 163.6148 acre tract with the said south line of Meadows Lane and the most easterly south line of the said Meadow Oaks Phase One, being the westerly north line hereof, the following four (4) courses:

1. A distance of 23.59 feet along the arc of a curve to the right having a radius of 15.00 feet, a central angle of $90^{\circ} 06' 17''$, a chord bearing of $N 44^{\circ} 50' 51'' E$, a distance of 21.23 feet to a 3/8 inch diameter iron rod set,
2. $N 89^{\circ} 18' 53'' E$, a distance of 561.78 feet to a 3/8 inch diameter iron rod set,
3. A distance of 23.01 feet along the arc of a curve to the right having a radius of 15.00 feet, a central angle of $87^{\circ} 54' 30''$, a chord bearing of $S 45^{\circ} 47' 17'' E$, a distance of 20.82 feet to a 1/2 inch diameter iron rod found,
4. $N 89^{\circ} 26' 43'' E$, a distance of 59.91 feet to a 1/2 inch diameter iron rod found on the west line of that certain 1.2286 acre tract as described in Volume 760, Page 310, et seq. of the Real Property Records of said county, for the most northerly northeast corner hereof,

THENCE continuing across the said 163.6148 acre tract with the following two (2) courses:

1. $S 00^{\circ} 58' 18'' E$, with the west line of the said 1.2286 acre tract and the most northerly east line hereof, a distance of 105.73 feet to a 1/2 inch diameter iron rod found at the southwest corner of the said 1.2286 acre tract and for a reentrant corner hereof, and
2. $N 89^{\circ} 04' 06'' E$, with the south line of the said 1.2286 acre tract and the central north line hereof, a distance of 179.80 feet to a 1/2 inch diameter iron rod found on the east line of the said 163.6148 acre tract, being on the west line of the said 142.00 acre tract, for a northeast corner hereof,

THENCE with the said east line of the said 163.6148 acre tract and the west line of the said 142.00 acre tract, being an east line hereof, $S 00^{\circ} 57' 57'' E$, a distance of 462.70 feet to a 1/2 inch diameter iron rod found for a reentrant corner of the said 163.6148 acre tract and southwest corner of the said 142.00 acre tract, for a reentrant corner hereof,

THENCE continuing with the said east line of the 163.6148 acre tract and the said west line of the 142.00 acre tract, being the east line hereof, as fenced, the following two (2) courses:

1. $N 88^{\circ} 53' 43'' E$, a distance of 302.98 feet to a 1/2 diameter iron rod found, and
2. $S 00^{\circ} 51' 52'' E$, a distance of 2027.86 feet to the POINT OF BEGINNING, containing 76.68 acres of land, more or less.

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SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND OUT OF SUCH 76.88 ACRE TRACT OF LAND:

A DESCRIPTION OF A 4.38 ACRE TRACT OF LAND OUT OF THE PHILLIP SMITH SURVEY NO. 26, SITUATED IN HAYS COUNTY, TEXAS; BEING PART OF THAT CERTAIN 163.6148 ACRE (DEED/CALLED ACREAGE) TRACT OF LAND DESCRIBED IN VOLUME 503, PAGE 208 ET SEQ. OF THE DEED RECORDS OF SAID COUNTY; SAID 4.38 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod set at the point of intersection of the north line of County Road 320 with the east line of Shadywood Lane, a 60 foot roadway shown on the plat of the Meadow Oaks Subdivision recorded in Book 3, Page 341 of the Plat Records of said County, being on the south line of the said 163.6148 acre tract, for the most southwesterly corner hereof;

THENCE with the said east line of Shadywood Lane, the following two (2) courses:

- 1. a distance of 24.11 feet along the arc of a curve to the right having a central angle of 92° 06' 44", a radius of 15.00 feet and a chord bearing of N 22° 40' 21" W, a distance of 21.60 feet to a 3/8 inch iron rod set at the end of said curve, and*
- 2. N 23° 23' 01" E, a distance of 292.61 feet to a 3/8 inch iron rod set for the northwest corner hereof;*

THENCE departing from the said east line of Shadywood Lane and passing over and across the said 163.6148 acre tract with the following four (4) courses:

- 1. S 58° 32' 04" E, a distance of 271.15 feet to a 3/8 inch iron rod set,*
- 2. S 76° 59' 44" E, a distance of 408.61 feet to a 3/8 inch iron rod set,*
- 3. S 26° 38' 13" W, a distance of 232.35 feet to a 3/8 inch iron rod set, and*
- 4. S 34° 26' 08" W, a distance of 111.92 feet to a 3/8 inch iron rod set on the said north line of County Road 320, being on the south line of the said 163.6148 acre tract, for the southeast corner hereof;*

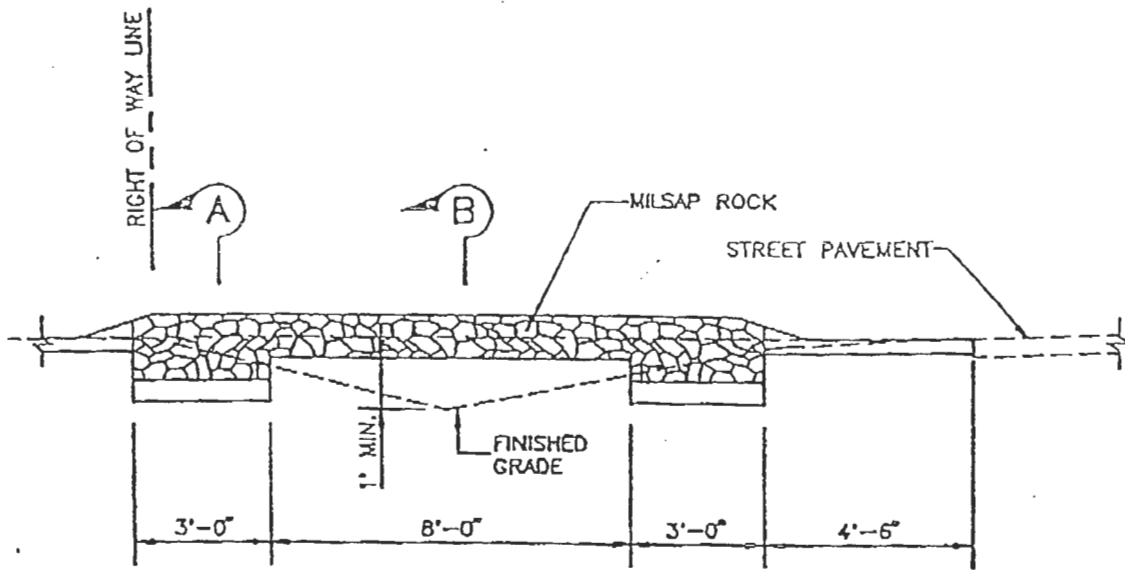
THENCE with the said north line of County Road 320, the following two (2) courses:

- 1. a distance of 256.37 feet along the arc of a curve to the left having a radius of 1432.39 feet and a chord bearing of N 63° 53' 37" W, a distance of 256.03 feet to a 3/8 inch iron rod set at the end of said curve, and*
- 2. N 68° 43' 42" W, a distance of 364.69 feet to the POINT OF BEGINNING, containing 4.38 acres of land, more or less.*

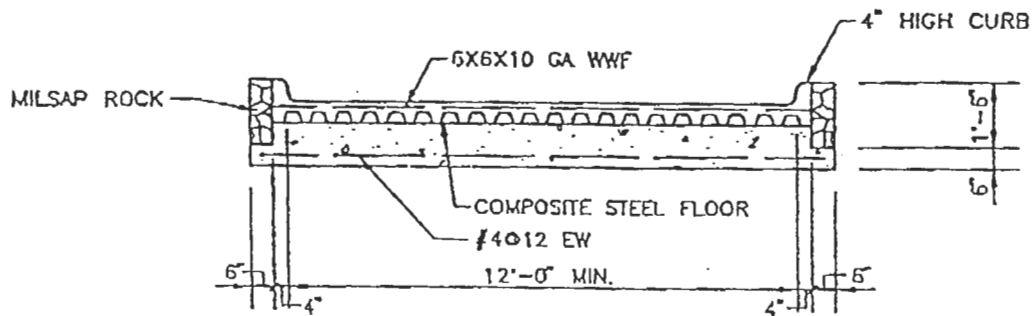
Recorder's Note.

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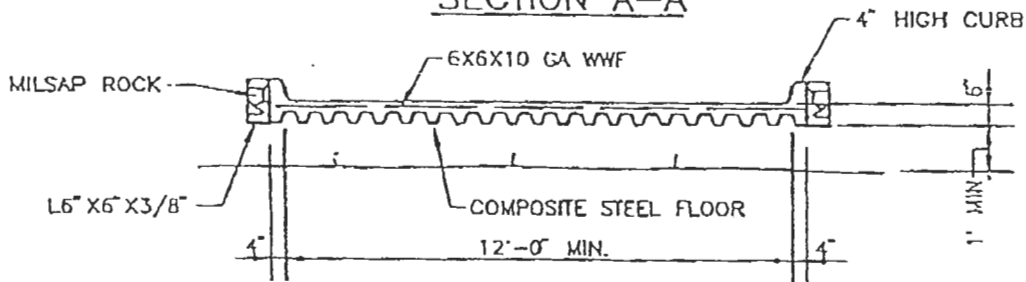
22



ELEVATION



SECTION A-A



SECTION B-B

DRIVEWAY DETAILS
(BRIDGE TYPE)

SCALE: 1/4" = 1'-0"

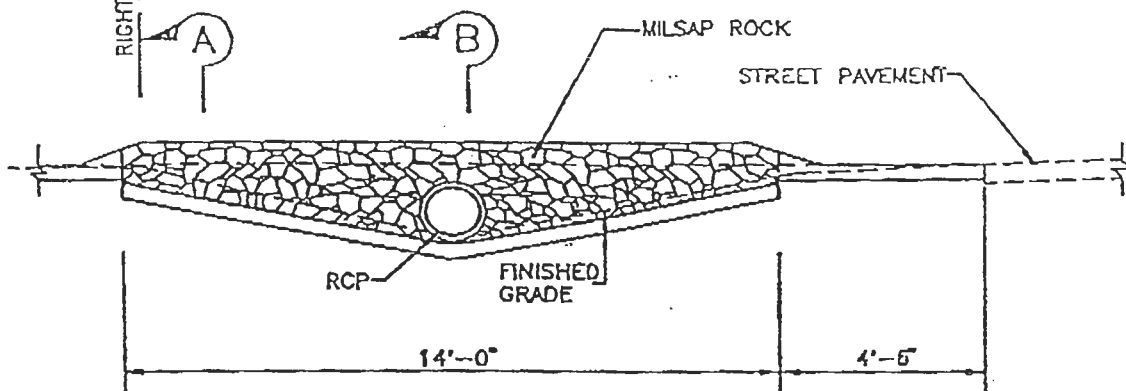
DESIGN STANDARDS

PAVEMENT DETAILS

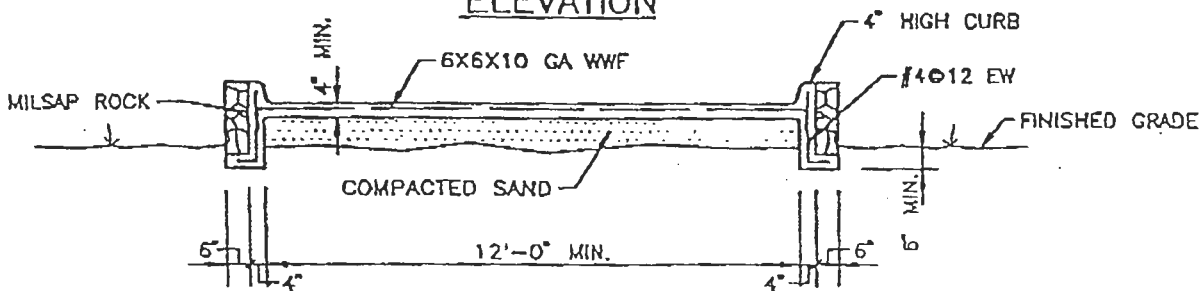
23

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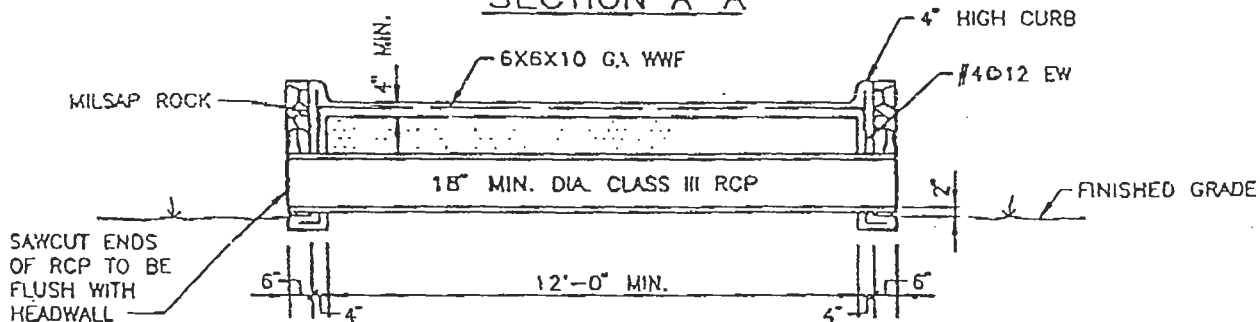
18" PIPE MAY BE USED WHERE DRAINAGE AREA IS LESS THAN 2 ACRES. FOR LARGER DRAINAGE AREAS, LARGER PIPE(S) MAY BE REQUIRED OR BRIDGE TYPE DRIVEWAY MUST BE INSTALLED. IF PIPE TYPE DRIVEWAY IS TO BE USED WHERE DRAINAGE AREA IS GREATER THAN 2 ACRES, THE PIPE(S) MUST BE SIZED BY A REGISTERED PROFESSIONAL ENGINEER AND DESIGN CALCULATIONS SUBMITTED TO THE TOWN FOR REVIEW.



ELEVATION



SECTION A-A



SECTION B-B

DRIVEWAY DETAILS
(PIPE TYPE)

SCALE: 1/4" = 1'0"

DESIGN STANDARDS

PAVEMENT DETAILS

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Recorder's Note
ORIGINAL DOCUMENT

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lee Carlisle

11-1-99 03:08 PM 9925950
LYNN \$57.00
LEE CARLISLE, County Clerk
HAYS COUNTY

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COUNTY CLERK

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