



*Amended Declaration of Covenants, Conditions & Restrictions*

*For Twin Creek Farms, Phase Two  
Walburg, Williamson County, Texas*

Whereas, HB Twin Creek II, LLC, a Texas limited liability company, as successor-in-interest to Twin Creek Farm LP according to that certain Special Warranty Deed dated December 15, 2010 recorded as Document No. 2010085357, Official Public Records, Williamson County, Texas, and that certain Assignment and Assumption of Declarants' Rights, Title and Interest dated December 15, 2010 recorded as Document No. 2010085359, Official Public Records, Williamson County, Texas, hereby amends and replaces the Declaration of Covenants, Conditions & Restrictions recorded as Document No. 2001002282, re-recorded under Document 2001039845, Official Public Records, Williamson County, Texas. HB Twin Creek II, LLC is the owner of all real property identified in **Exhibit A** hereto. HB Twin Creek II, LLC is hereinafter referred to as the "Declarant".

Whereas, Declarant is joined by all other owners of developed lots of Twin Creek Farms Phase Two, Sec. One, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet U, Slides 251-253, Plat Records, Williamson County, Texas, who by their signatures below agree to and accept these amendments. The real property for these currently developed lots is more specifically described and identified in **Exhibit B** hereto. The owners of the lots identified in **Exhibit B** hereto are hereinafter referred to as the "Current Lot Owners".

Whereas; the real property described in **Exhibits A and B** hereto, and at times the entirety of the development known as Twin Creek Farms Phase Two, both platted and unplatted sections, are collectively referred to herein as the "Property".

Whereas, Declarant and the Current Lot Owners intend to convey, and will convey, the Property subject to these protective covenants, conditions, restrictions, easements, and charges. Future buyers and owners of lots within the Property, as well as the Current Lot Owners, are referred to below collectively as "Owners" and singularly as "Owner", and include their legal representatives, heirs, successors, and assigns.

Therefore, it is declared that (i) all Property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, charges, and restrictions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon any and all persons having any right, title, or interest in or to the Property, or any part thereof.

**I. PURPOSE**

The Property is hereby encumbered by the covenants, conditions, restrictions, easements, and charges set forth below, in order to:

- a. Insure the best and highest use and the most appropriate development and improvement of each lot within the Property for residential purposes;
- b. Protect the Owners of lots against the improper use of surrounding lots;
- c. Preserve, so far as practicable, the natural beauty of the Property;
- d. Guard against the erection of unsightly structures of improper or unsuitable materials;
- e. Encourage and secure the proper continued maintenance of the land and improvements on each lot;
- f. Secure and maintain the proper use of easements within the Property;
- g. Preserve, as far as practicable, lines of sight from the lots; and
- h. In general, provide for a residential subdivision of the highest quality to enhance the value of the investment made by the Owners in purchasing lots for constructing homes.

- i. Provide a method for passing control of the development to a Property Owners Association when certain conditions are met.

## II. Definitions

A. The following terms when used herein shall have the following meanings:

a. "Subdivision" shall mean Twin Creek Farms Phase Two.

b. "Recording Date" shall mean the date upon which this document is filed of record in the Official Public Records of Williamson County, TX.

c. "Lot" shall mean those subdivided plots of land shown on a map or plat of the subdivision filed of record in the Official Records of Williamson County, Texas, located within the Subdivision.

d. "Owner" shall mean and refer to the record Owner, whether one (1) or more Person(s) or entities, of the fee simple title to any Lot in the Subdivision, or any part or interest therein. Owner shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term Owner shall further include any Person or entity claiming title to any Lot or portion thereof by adverse possession, any Person or entity leasing, renting or otherwise occupying any Lot thereof, and/or any Person or entity claiming interest in a Lot or part thereof under a contract of sale.

e. "Committee" shall mean and/or refer to the Architectural Control Committee established under the provision of this document, its successors and assigns.

f. "Association" shall mean and refer to TCF Phase II Property Owners Association, Inc. ("TCFPOA-2") its successors and assigns.

g. "Common Areas" shall mean all real property and private road system owned by the Declarant or Association for the common use and enjoyment of the Owners. Upon executing this agreement, the Common Areas are acknowledged to also include certain additional improvements located within the boundaries of Phase One of the Twin Creek Farms Subdivision, including the subdivision entrance area and main gate along FM 972, a portion of Twin Creek Drive used for common access among the Phases up to the current boundary line between the 51 acres of Phase III and Lot 33 of Phase I; riding trails or bridle paths, and any usage rights to the water pumps for the fishing pond; with such additional common areas being the subject of the Expense Sharing Agreement, *infra*.

h. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, fences, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures, or equipment, pumps, wall, tanks, reservoirs, pipes, meters, antennae, towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, t.v., antennas, and/or other utilities.

i. "Person(s)" shall refer to any natural person, individual(s) and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.

j. "Plans" and "Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans,

drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specification on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

k. "Expense Sharing Agreement" shall mean that certain Expense Sharing Agreement effectively dated December 15, 2010 by and between Twin Creek Farm, LP, HB Twin Creek II, LLC, and HB Twin Creek III, LLC, and all current or subsequent amendments to such agreement.

l. "Developer" shall mean an Owner of one or more unimproved Lots held for resale and/or construction prior to occupancy, which may include Declarant and/or third parties. Once a Lot is sold for use or occupancy, or leased to a third party the Owner is no longer designated as a Developer for purposes of this Declaration

m. References to the singular shall include the plural, and the plural shall include the singular.

### **III. Architectural Control**

**A. Architectural Control Committee.** An Architectural Control Committee (the "Committee") shall be designated and composed of five (5) members initially chosen by Declarant. Two of the five (5) members must be Owners residing within Phase Two Property. The Committee shall serve at the pleasure of the Declarant, its successors and assigns. Members of the Committee may be changed or substituted as the Declarant may choose.

A majority of the "Committee" may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the "Committee", the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After (10) years from the date of this instrument, or at such earlier time as the Declarant or majority of the Committee shall determine, the power to designate members of the Committee shall pass to the Association. The Committee's approval or disapproval actions as required by the Restrictions shall be documented in writing and made available for any Property Owner to review if so requested.

**B. Submission and Approval of Plans.** Every Owner of Lot(s) who intends to build improvements on such lot(s) shall, prior to commencing any such activity, complete an ACC Plans Review Request form, deliver a complete set of construction plans, provide a general landscape plan, and pay an ACC Plans Review fee of One Hundred Dollars (\$100.00). The Review Application form, construction and landscape plans and ACC Plans Review fee must be delivered to the address specified on the Review Application form or such other address as may be designated by the Committee. The Plans shall include all architectural and engineering plans, plus; information on exterior materials, colors, and elevation (including roof type and color); a drainage plan, site plan showing the location of every proposed structure or improvement; a landscaping plan; a driveway construction plan; and any other information or documents which may be required by the Committee. The Committee may require, as part of the review process, that the Applicant provide additional plans or documents to clarify what is planned to be built. If additional information or plans are requested then the submitted plans are considered incomplete until such additional information is provided to the Committee at the Applicant's expense. Approval to begin construction activities may be delayed pending receipt of such additional plans and information. Should the committee incur any additional costs in reviewing the plans, then all such costs are to be reimbursed by the Lot Owner prior to approval of plan. No structure or improvement (including, but not limited to, buildings, fences, walls, landscaping, pools, driveways, or site clearing) shall commence or be placed or altered on any Lot until the Plans receive final approval in writing by a majority of the members of the Committee. Each site plan shall be accompanied by a written certification by a registered professional engineer, or Surveyor, or the designing Architect to the effect that the site plan conforms to requirements of these Restrictions. Any future construction after the initial home building process other than normal maintenance, which in any way alters the exterior appearance of any improvement or the removal of any

improvement, shall be performed only with the prior written approval of the Committee. In regard to construction which does not involve the construction or substantial remodeling or rebuilding of the residence, the Committee may, in its sole discretion, accept submission of fewer than all of the foregoing materials. The Committee may postpone its review of the Plans pending receipt of any information or materials which the Committee, in its sole discretion, may require. Copies of the Plans may be retained by the Committee. The Committee may refuse to approve the Plans on any grounds, which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing the Plans, the Committee shall be guided by, but not limited by, the principles set forth in Article I of this Declaration. Building Plans approval will be preliminary and final approval of the 'as built' state shall not occur until inspection and approval of the completed home, landscaping, fences, and any other improvements subject to the Committee's review is possible. It is specifically understood and provided that approval by the Committee of any Plans or components thereof shall not constitute a certification or assurance of compliance with this Declaration, Deed Restrictions, or applicable law. The full burden of responsibility for compliance with all such requirements shall at all times be and remain upon the Owner.

**C. Adoption of Rules and Regulations.** The Committee shall have the authority to adopt, and to amend from time to time, such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder.

**D. Action of the Committee.** The vote of a majority of the members of the Committee shall constitute an act of the Committee. The Committee may, by unanimous written resolution, designate one or two of its members, or an agent to act on its behalf and to take any action or perform any duties for and on the behalf of the Committee, except for the granting of variances.

**E. Failure to Act.** In the event the Plans are submitted to the Committee as provided above, and the Committee shall fail either to approve or reject the Plans within thirty (30) days following the submission of all Plans required by the Committee, then no approval of the Committee shall be required, and approval of the Plans shall be presumed; provided, however, that such thirty (30) day period shall not begin to run until all information required by the Committee to assist the Committee in its review has been received. Any failure of the Committee to act upon a request for a variance, however, shall not be deemed a consent to the variance, and the Committee's written approval of all requests for variances shall be required.

**F. Variances.** The Committee may grant a variance from compliance with any of the provisions of this Declaration or any supplemental declaration, when, in the opinion of the Committee, in its sole and absolute discretion, the variance will not be adverse to the overall development plan for the Property, and the variance is justified due to visual or aesthetic consideration or unusual circumstances. All variances must be evidenced in writing and must be signed by at least one of the members of the Committee. The granting of a variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any supplemental Declaration for any purpose except as to the particular Property and in the particular instance covered by the variance and for the stated period of the variance if it is not intended to be a continuous variance. A variance shall not be considered to establish a precedent for any future waiver, variance modification, or amendment of the terms and provisions of this Declaration.

**G. Duration of Approval.** The approval or consent of the Committee of any plans, whether by action or inaction, and any variances granted by the Committee, shall be valid for a period of three (3) months unless a longer period is specified. The owner shall be required to resubmit the plans or the request for a variance to the Committee unless construction in accordance with the plans or variance is commenced on a Lot within a 3 month or other specified period after approval. The Committee shall then have the authority to reevaluate the plans or request in accordance with this Article and may, in addition, consider any changes in circumstances which may have occurred since the time of the original approval.

**H. No Waiver for Future Approval.** The approval of the Committee to any plans or variance request shall not be deemed a waiver of any right to withhold approval or consent as to any other plans or

variance request, or other matter whatever, nor shall the approval or consent be deemed a precedent for future approvals by the Committee.

**I. Non-Liability of Committee Members.** Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage, or injury arising out of the performance or non-performance of the Committee's rights and duties under this Declaration.

**J. Transfer of Power to Association.** At the option of a majority of the Committee, all of the powers, rights, duties and responsibilities of said Committee may be transferred to the Association and in such event, the Association shall appoint a representative or representatives to perform all functions of the Committee. Said representative(s) shall be the successor of the Committee.

#### **IV. GENERAL RESTRICTIONS**

**A. Subdividing.** No Lot shall be further divided or subdivided nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Declarant; provided, however, if the Declarant is the owner thereof, Declarant may exercise the rights of further development of the Property. Nothing herein shall prevent an Owner from building across Lot lines, subject to normal Committee approval, so long as such construction does not interfere with any easements along Lot lines. No Lot shall be less than ONE (1) acre. Owner shall establish one residency maximum per Lot. In the event two or more contiguous lots are joined for building purposes or to qualify for keeping horses on the property, then the Owner shall pay assessments at the rate of 85% of the regular assessment per additional contiguous Lot.

**B. Land Use & Clearing.** All Lots shall be used for single family residential purposes only, and no building or improvement shall be erected, altered, placed, used, or permitted to remain on any Lot except as authorized under this Declaration. Any removal of trees or shrubbery, or other natural plants, must be approved by the Committee. All lots shall be used for single family residential purposes only, other than Lots 8, 11 and 12 of the land use plan.

**C. Minimum Floor Area & Exterior Matters.**

1. **Square Footage.** Any dwelling of a single-story design shall contain a minimum of 1,800 square feet of air-conditioned floor area, exclusive of porches, garages, decks, patios, breezeways, terraces, and balconies. Any dwelling of a two-story design shall contain a minimum of 2,200 square feet of air-conditioned floor area with at least 1800 of the square feet required to be in the first story.

2. **Stories.** No dwelling shall exceed two (2) stories in height or thirty-two (32) feet height, measured from the ground to the highest point of the structure.

3. **Exterior Materials.** One Hundred percent (100%) of the exterior of each dwelling shall be of masonry or masonry-like construction. (In computing this percentage, all gables and window and door openings shall be excluded from the total area of exterior walls)

4. **Roof.** Roofs may be constructed of either (a) minimum 25-year life or greater composition shingles or (b) concrete or clay tile or (c) approved metal. If metal is used, the metal surface must have a dull finish upon installation, and must meet Committee approval as to all aspects of it, including color, type, and finish.

**D. Foundations.** Not more than two feet (2 ft.) of vertical surface of concrete slab of any dwelling shall be exposed to view from any public street or adjacent Lot.

#### **E. Building Setbacks.**

1. **Conforming Lots: Front Setback.** (The street is considered "front" of a Lot) All Lots must have a minimum of 50 feet at front. The primary dwelling shall be constructed beginning at the front setback, or within an acceptable distance within the setbacks as approved by the Committee.
2. **Rear Setback.** All Lots must have a minimum of 50 feet at back.
3. **Side Setback.** All Lots must have a minimum of 20 feet at each side.
4. **Non-Conforming Lots:** Corner lot numbers – 1, 2, 9, 14, 15, 20, 21, 28, 29, 36, 37, 44, 45, 52, 53, 73, 74; shall have a front setback of 50 feet as established on the final recorded plat. The secondary "street side" minimum setback is 30 feet as established on the final recorded plat. Lot numbers 8, 11, & 12 shall have a 50 feet perimeter setback and may be designated as Business, Retail, Service, or Commercial use upon approval of Declarant. Any change in the lot size of possible commercial lots, 8, 11 and 12 on the land use plan shall not exceed 25%.

#### **F. Garages and Driveways.**

1. **Garages.** All garages shall comply with all restrictions, covenants, conditions and limitations on use provided for other improvements in the development. All garages shall be suitable for not less than two (2) automobiles, nor more than four (4) automobiles. All garages shall consist of enclosed structures and no carport shall be permitted on any Lot.
2. **Driveways.** All garages must have a concrete approach measuring not less than the width of the garage entry door(s) and extending a minimum of twenty (20) feet from the garage. Driveway material and location must be submitted by Owner and approved by Committee.

**G. Construction Commencement & Unfinished Structures.** Lot owners must commence construction within three years (36 months) from the date of the Lot purchase. No house or other structure shall remain unfinished for more than 270 days after the foundation has been started. No building materials shall be stored on the Lot until the Owner is ready to commence construction and possesses Committee approved plans.

**H. Prohibited Structures.** No tent, shack, carport, or other building or structure except as noted shall be erected on any Lot at any time, either temporarily or permanently. No structure erected elsewhere (including, but not limited to, existing houses and prefabricated structures) shall be moved to any Lot. No house trailer, modular or mobile home shall be placed on any Lot.

**I. Outbuildings.** A single purpose Outbuilding may be constructed on a Lot(s). An Outbuilding if approved by the Committee must be built on site and attached to a concrete foundation. Plans must be submitted to the Committee for approval as stipulated in Section III, Item B. The Committee reserves the right to individually approve or deny plans, construction materials, setback, and location of the Outbuilding.

**J. Travel Trailers, Livestock Trailers, Recreational Vehicles, Hovercraft, Helicopters, Aircraft.** Travel trailers, livestock trailers, campers, boats, jet ski's and boat or jet ski trailers, recreational vehicles, hovercraft, helicopters, and aircraft of all types which are kept on a Lot for more than seven (7) consecutive days, shall be kept within a garage, barn or outbuilding, or enclosed fenced area so they will not be visible from neighboring property or from public or private streets and shall never be used as a temporary or permanent dwelling. No motorized vehicles of any kind shall be operated in any manner, which is dangerous, noisy, or creates a disturbance or nuisance. No bus, semi-trailer, tractor, machinery, equipment, truck, boat, trailer or recreational vehicle of any type shall be kept, parked, placed, maintained, constructed, or repaired on or in the street or driveway in front of the house on any Lot except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any

type shall be constructed or repaired on the street or on any Lot in a location that is visible from any street, access, or neighboring property.

**K. Plumbing, Butane & Fuel Tanks, and Water Devices.** All residences shall be equipped with approved sanitary plumbing fixtures and proper disposal of waste {See Septic Systems}. Plumbing installation shall meet the requirements of the National Plumbing Code. No Butane or fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless it is underground (except for small tanks used for outside grills). Gasoline storage tanks are prohibited. All water purifiers and softeners, irrigation systems, or water storage facilities must be located within the garage; dwelling or Committee approved outbuilding or enclosed fence area and must not be visible from neighboring lots or the street.

**L. Septic Systems.** All septic tank and soil absorption, sewage disposal systems shall be constructed **and maintained** in accordance with the minimum requirements of the Division of Sanitary Engineering of the Texas State Department of Health and in conformity with the restrictions outlined by the Williamson County Health Department. Written certification by the inspecting authority that the system complies with applicable requirements shall be required by the Owner of a Lot prior to occupancy of the premises and presented to the Committee if requested.

**M. Dumping, Rubbish, Garbage, & Storage.** No rubbish, trash, junk, ashes, scrap, building materials, excess dirt or masonry piles or inoperative vehicles, or other unsightly storage of personal property is allowed on any portion of any Lot. Trash, garbage, and other waste shall be stored in "animal proof" sanitary containers. All trash cans and other equipment for storage of trash materials shall be kept clean and in good repair and shall not be visible from the street. Small, low height (less than 10' x 10') compost piles for personal gardening are allowed so long as it is not heaped and visible from the street and there is no odor. Animal Owners are responsible for removing manure type waste piles from the lot as necessary on not greater than a regular monthly schedule to promote a healthy environment.

**N. Antennae, Satellite Dishes.** No external antennae, large satellite receiving dishes or other structures designed or used for receiving any type of radio, television, or other type of communication signal shall be located on any Lots or dwelling without the prior written consent of the Committee. Up to four (4) small Commercial satellite dishes or antennae (i.e. DISH Network, Direct TV, Western Broadband etc.) are allowed and shall not need Committee approval.

**O. Clotheslines.** No clotheslines shall be constructed, placed, erected or used on any Lot in such a way as to be visible from outside that Lot.

**P. Poles, Lights, Flagpoles.** No poles, exterior overhead lights, or other similar structures shall be constructed or maintained upon any Lot without the prior written consent of the Committee. This shall not be construed to prohibit attractive landscaping lighting or security lighting that does not intrude on neighboring Lots. A single flagpole shall be allowed, however the Committee must approve the height, design, and placement.

**Q. Solar and Wind Equipment.** All solar panels and wind or other energy collection or conversion devices must be constructed or added as an integral part of the architectural design of the dwelling or any outbuilding, and their design, size, installation and placement require the approval of the Committee.

**R. Fences.** All fencing locations and material require the prior written consent of the Committee. The Committee may in its discretion, prohibit the construction of any fence, or specify the materials of which any fence must be constructed, or require that any other proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property. In the event Owner paints or stains a fence, Owner shall maintain said fence by repainting or re-staining, and repairing as reasonably necessary.

**S. Signs.** No signs of any character shall be allowed on any Lot except one done professionally for identification purposes; provided, however, that the Declarant or Developer shall have the right during periods of development, construction, and sales to construct and maintain signs as may be reasonably convenient for such construction, marketing and sales. In addition, when a Lot or home is for sale, One (1) "For Sale" sign may be placed on the Lot, but it may not be larger than nine (9) square feet (3ft. x 3ft.).

1. **Address Signs.** A recessed address sign of either concrete or metal must be set into the front wall of all houses or other approved and permanent location. The sign must have Four-inch (4") numerals, but no more than Six-inch (6") in overall height, and have an appropriate overall width so as to accommodate all numerals. The sign must be situated so as to be visible from the street.

2. **Other Markers.** A structured 'yard monument' (not to exceed 42" in height) may be placed near the front entry of the Lot upon Owner's application and presentation and written approval of the Committee. No overhead gate entry or overhead markers will be permitted.

**T. Animals, Household Pets.** No animals, including pigs, hogs, poultry, fowl, wild animals, cows, sheep, goats, or any other type of creature not typically considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on any lot(s); except for horses and common pets. A lot of size three (3) acres as originally platted; or contiguous lots joined to provide 3 or more acres including the home site is required to qualify for keeping any horse(s) on such Lot or Lots. One horse is allowed on a three (3) acre lot; two (2) horses on a 3.5 acre or larger lot; four (4) horses on a 4.0 acre or larger lot; more than four (4) horses requires Committee review and approval. No animal(s) shall be allowed to make an unreasonable amount of noise or to become a nuisance. No domestic pets will be allowed to roam freely on property other than the Owners Lot. Pets must be confined or on a leash if not on the owner's lot. No animal(s) may be stabled, maintained, cared for, kept or boarded for hire or remuneration on a lot(s) except in those accommodations specifically provided for such purposes by the Declarant. No kennels or breeding operation shall be allowed. All animals shall be kept within enclosed or fenced areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Committee, shall be reasonably designed and constructed to adequately contain such animals in accordance with the provisions hereof. Owners choosing to maintain horses on their Lot or Lots must submit a livestock plan outlining control and provisions for supplemental feed when pasture areas are not sufficient to provide needed feed. Lot Owners must not allow Lots to become overgrazed, Committee reserves the right to revoke the right to maintain horses on any Lots that become overgrazed, denuded of grassy cover, or likely to present erosion problems due to excessive impact from horses.

**U. Mailboxes.** Postal delivery shall occur at the Declarant designated area subject to the approval of the United States Postal Service. In the event the U.S. Postal Service does not utilize a "cluster box" system of delivery, then all mailboxes shall be fixed on masonry stanchions (columns) and located as approved by the Committee. No metal or wood post stands are permitted. Each mailbox shall be new when installed, constructed of durable steel or aluminum, and of a size and shape conforming to US postal authority standards for single family residential postal depositories.

**V. Firearms & Fireworks & Fires.** No firearms, fireworks, or other explosives shall be kept or maintained on any Lot, other than firearms for the protection of an Owner's family and property, and firearms for sporting and recreational purposes. No explosives, firearms, or fireworks of any type shall be discharged within the Property. No hunting, including use of bow and arrow, pellet or air guns, or slingshots shall be permitted within the Property unless necessary in order to protect an Owner's person, family, or property. No open or unattended fires shall be lighted or permitted except within safe and well-designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

**W. Prohibited Activities.** No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots; provided, however, that storage areas, model homes, and sales offices may be established and maintained by Declarant, its successors and assigns. An office incidental to an



Owner's business may be maintained within an Owner's residence so long as activities conducted in connection with the home office do not attract traffic, otherwise become an annoyance or nuisance to the subdivision, and the office is not advertised in any way. No model homes, information centers, or marketing centers will be permitted on any Lot unless approved by Declarant. A model home, information center, or marketing center is defined as any home which is either furnished or unfurnished and staffed by a sales representative, builder, host or employee to generate home sales.

**X. Annoyance or Nuisance.** No noxious nor offensive activity shall be carried on upon any Lot, nor shall anything be done which is an annoyance or nuisance to the neighborhood (this includes noise pollution such as barking dogs and loud music). All exterior lighting shall require the approval by the Committee as a design feature.

**Y. Drilling and Mining Operations.** No drilling of any type, and no oil development or refining, quarrying, or mining operation of any kind, shall be permitted upon or in any Lot, nor shall oil wells, oil tanks, tunnels, mining excavations, or shafts be permitted upon the Property. No derrick, windmill, or other structure designed for use in pumping or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any Lot, with the exception of water well apparatus upon location and excavation review and authorization by Declarant, written approval by the appropriate State and County regulatory agencies, and final written authorization and approval of the Committee.

**Z. Land Use. Utilities, Drainage, Waterways, Terraces, Landscaping, & Lawn Maintenance.**

**1. Utility Lines.** Bartlett Electric COOP, or Declarant's designated utility provider, utility lines will/may be run overhead or underground. No other utility lines, including, but not limited to, wires, or other devices for the communication or transmission of telephone or cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other improvements as approved in writing by the Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other improvements which have been previously approved in writing by the Committee. The installation method, including, but not limited to, location, type of installation for both temporary and permanent utilities shall be subject to review and approval by the Committee.

**2. Drainage.** There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Committee. All drainage structures under private driveways shall have a net drainage area of sufficient size to permit the free flow of water without backwater. All drainage structures shall be subject to the approval of the Committee.

**3. Waterway Obstructions.** No obstructions of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on, or across the bed of any waterway adjoining or running through any Lot within the Property, except by Declarant. "Waterway" as used herein in relation to obstruction, means that portion of the terrain where water would flow in times of normal rainfall.

**4. Terraces & Slopes.** The Committee shall carefully review all proposed improvements which will be placed in Lots with slopes exceeding twenty (20%) percent, and all filling and cutting of the terrain on such Lots shall be kept at a minimum.

**5. Landscaping.** A general landscape plan shall be submitted by the Owner of a Lot at time of house Plans and Specifications submittal and subject to the review and approval by the Committee in accordance with Article III.

**AA. Use of Roads During Construction.** Any Owner, Developer or Declarant conducting any construction is responsible for any damage to any roads or other common areas within Phases I and II of Twin Creek Farms resulting from such construction or the delivery of materials for such construction, and shall be solely responsible for the cost of repairing the damaged portion of the road or common area by returning the road or common area to materially the same condition as immediately prior to the damage. Any Owner, Developer or Declarant be solely responsible for communicating the requirements of this section to its contractors, subcontractors, employees, agents or other affected parties. Should the responsible party not repair the damage within 30 days of the occurrence, then the Association and/or Declarant can undertake the repairs on behalf of the responsible party, for which the responsible party will indemnify and hold harmless the Association and/or Declarant for the cost of such repairs, and shall reimburse the Association and/or Declarant for all costs incurred, plus ten percent (10%) as an administrative fee, within 30 days after written demand for payment is delivered to the responsible party.

## **V. EASEMENTS & DRAINAGE AREA**

**A. Drainage Area & Greenbelt / Bridal Path Easement.** Declarant shall maintain designated drainage areas, greenbelts or bridal paths in an attractive appearance. An easement of thirty – five feet (35') in width adjacent to such designated areas, is expressly reserved on all Lots, if any, and shall be under the Declarant's sole right, at its absolute discretion, to landscape all areas within drainage areas, including, at Declarant's option, the installation of roadway lighting, plants, trees, and ground cover. Fences or other obstructions within the easements are strictly prohibited unless a variance is approved by Declarant.

**B. Utilities & Fencing Easement.** An easement of twenty feet (20') in width adjacent to the street side property line is expressly reserved on all Lots for use by public utility companies or Declarant for the purpose of constructing and maintaining fencing, utility conduits, telephone lines, light poles, towers, and other equipment to supply utility services. Other uses of easements by private utility companies or variances as requested by Owners must be approved in writing by the Committee, which may grant or withhold its consent for any reason, or no reason at all.

## **VI. MAINTENANCE REQUIREMENTS**

**A. Land.** All plants, shrubs, trees, grass, open fields, and landscaping on a Lot shall be maintained by each Lot Owner in an attractive, trimmed, and neat condition at all times. The Owner of each Lot, by acceptance of the conveyance of the Lot, agrees to shred, trim, or mow open fields on a regular monthly basis, or as required to maintain an appropriate, attractive, and non-hazardous grass level. Declarant shall maintain all developed but unsold vacant Lots and keep all vegetation, excluding trees and shrubs, below 12" in height.

### **Maintenance of Lawns, Plantings, and Improvements.**

a. In the event the Owner of any Lot shall fail to maintain such Lot and the improvements situated thereon in a neat and orderly manner, the Declarant, acting on its own or through the Committee, its agents, and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon, all at the expense of the Owner.

b. All plants, shrubs, trees, grass, and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times, and grasses shall not be allowed to exceed 12" in height. In the event the Owner of a Lot fails to properly maintain such landscaping, the Declarant shall be entitled to do so, all at the Owner's expense.

c. The Declarant shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Declarant shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

**B. Repairs & Alterations to Structures.** Each Owner shall maintain his dwelling and all improvements on his Lot in good condition and repaint or re-stain as necessary. However, any exterior repainting which involves a change in color or any other redecorating, alteration, repair, or improvement which changes the external appearance of a dwelling, shall require the approval of the Committee in the same manner as new construction. All work shall be done expeditiously, in a good and workmanlike manner, with minimum inconvenience to other Owners.

**C. Acceptability of Maintenance.** The Committee shall have final authority to determine the acceptability of the maintenance and appearance of all Lots and houses, and to determine the necessity for further maintenance of Lots or houses within the Property. No unsightly Lots or houses shall be permitted at any time.

**D. Default.** In the event an Owner of a Lot or Dwelling shall fail to maintain his Lot or Dwelling, or any improvements, in a neat and orderly manner as provided above, which failure is not remedied within twenty-one (21) days following a written notification by the Committee to the Owner, the Committee, its agents or assigns, shall have the right (but not the obligation) to enter upon the Lot and Property and repair, paint, and maintain the Lot and exterior of any and all buildings and other improvements, and the landscaping, all at the expense of the Owner.

**E. Maintenance Expense.** In the event that Declarant or the Committee incurs any expense in maintaining all or any portion of a Lot or Dwelling or improvements therein, the costs shall be charged to and paid by the Owner of that Lot or Dwelling. If the Owner fails to pay those costs upon demand, the Committee or the Declarant shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended, together with reasonable attorney fees and interest at the highest rate allowed by law.

**F. Assessment Lien.** The 'maintenance fee' shall be an assessment running with the land, enforceable as a lien against the Lot, as provided in Article VII. Such Fees do not apply to Lots owned by a Developer.

## **VII. GENERAL PROVISIONS**

**A. Common Areas.** Property held in title by Declarant and designated as general use, access areas, creeks or water tributaries, boarding stables, storage buildings or barns, riding trails or 'common areas' may be available for use by the Owner under a separate Lease Agreement. Owner's use of these designated areas shall be prohibited and deemed trespassing without the Lease Agreement as executed by Owner and Declarant.

**B. Interest.** In the event any charge, cost, or other expense or monetary duty is not paid when due, then such amount shall bear interest at the highest rate allowed by law from the due date until paid.

**C. Enforcement.** The Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by this Declaration, or any supplemental declaration. Any failure to enforce these covenants and restrictions shall not be deemed a waiver of the right to do so thereafter. Any violation of these covenants shall not affect the lien of any mortgage or deed of trust of any secured party. Any person or entity found by a court of appropriate jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this

Declaration for all court costs, expenses, and reasonable attorney fees incurred in connection with the enforcement.

**D. Priority of Liens.** All duties or burdens imposed upon Owners by this Declaration are deemed to impose a lien and charge upon each Lot, including, but not limited to, the "Assessment Lien" described in SV.F, and the obligations described in SV. Above. In the event of default of any of these obligations by an Owner, Declarant, its successors and assigns, shall have the right to foreclose its lien pursuant to §51.002 of the Texas Property Code. This lien or charge shall at all times be subordinate to any valid prior lien securing an indebtedness incurred primarily for the purchase money or construction of improvements.

**E. Severability.** Invalidation of any one or more of the provisions of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provision, and all other provisions shall remain in full force and effect.

**F. Failure to Construct.** Owner's failure to comply with Section IV G. shall permit but not require Declarant to buy the unimproved Lot at the established purchase price Owner paid to Declarant at the original purchase date or current market value, whichever is less.

**G. Amendment & Duration.** Notwithstanding anything to the contrary contained in these covenants, conditions and restrictions, the Declarant shall have, and hereby reserves, the right at any time, to make minor deviations from the terms of this document by an instrument in writing duly signed, acknowledged, and filed for record in the office of the County Clerk of Williamson County, Texas, so long as the amendment (in the sole discretion of the Declarant) will not be inconsistent with the general, overall plan for the development of the Property. All other amendments of these covenants, conditions and restrictions shall require written approval of two-thirds (2/3) of the Lot Owners (one vote per Lot, except that unoccupied Lots owned by a Developer will have three votes per Lot), and if approved shall be evidenced by an instrument in writing duly signed by Declarant, acknowledged, and filed for record in the office of the County Clerk of Williamson County, Texas (with such instrument containing a certification by the Declarant that such amendment was approved by the Owners in compliance herewith). Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this paragraph, and this power is coupled with an interest and is irrevocable. These covenants, conditions, and restrictions shall be effective for a term of thirty years (30 yrs.) from the date this Declaration is recorded; provided, however, that all easements shall be perpetual. After the 30-year period, these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years (10 yrs.) each, unless terminated by written instruments signed by the Declarant and the Owners of at least two-thirds (2/3) of the Lots comprising the Property.

#### **VIII. Twin Creek Farms Property Owners Association for Phase II.**

**A. Formation.** The Association shall be incorporated with its initial registered office in Brazos County, Texas, and with its principal office located at 9471 Steephollow Road, Bryan, Texas 77808. Declarant shall cause the Association to be incorporated and Declarant shall have the power to elect all members of the its Board of Directors and to fill any vacancies occurring therein until Declarant has conveyed by deed, in the aggregate, eighty percent (80%) of the Lots in Twin Creek Farms Phase Two and any future acreage developed under a common scheme or plan of development by Declarant, according to map or plat filed in the Official Records of Williamson County, Texas (i.e., that is 80% of the total Lots of Phase Two, consisting of the currently platted lots of Twin Creek Farms Phase Two, Sec. One and the future lots of other sections of Twin Creek Farms Phase Two once platted and recorded – the original preliminary plat of all sections of Phase Two planned for a total of 74 lots). Once eighty percent (80%) of the Lots have been so deeded, the membership of the Board of Directors shall be elected by vote of the members of the Association in accordance with the governing documents of the Association. Declarant may elect to transfer power to elect the Board of Directors to the Association at any earlier time.

**B. Powers.** The Association shall have powers and functions provided by applicable law, its Certificate of Formation, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, recreational areas, hire police protection, furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules and regulations for the use of the Subdivision facilities, specifically erected and installed designated to be controlled by the Association. The Association shall administer the Maintenance Fund as hereinafter provided.

**C. Membership.** Membership in the Association shall be mandatory based on Lot ownership. Lot ownership and membership in Association shall be inseparable. Transfer of a Lot automatically transfers membership in the Association and all rights of the transferor with respect to the Common Areas and facilities to which Ownership of such Lot relates.

**D. Future Development.** If Declarant develops further acreage under a common scheme or plan of development within the Property, Declarant shall require the Owners of such Lots to be members of the Association, in accordance with this Declaration, and they shall have equal voting rights therein on the same basis as the Current Lot Owners.

**E. Relationship to other Phases of Twin Creek Farms.** The Association will be responsible for managing the administration, maintenance, improvement, and finance of all road and common areas and association matters solely within or applicable to Phase Two. The Association will jointly with Phase I and Phase III organizations participate, administer, maintain, improve and contribute proportional financial support for those common areas subject to the Expense Sharing Agreement. The Association will designate a primary and alternate official empowered to make joint use agreements and commit to proportional financial support as necessary to cooperate effectively and in timely manner with the other Phases of Twin Creek Farms with respect to common use and joint use issues in accordance with the Expense Sharing Agreement.

**F. Petitioning for Changes to the Declaration or Association.** Any member of the Association may petition for a change to these Declarations (in addition to the amendment procedures set forth above) or the Association administrative procedures or granting of a variance or a reversal or modification of a decision of the Committee if able to show by petition that 50% or more of the eligible voters of the Association agree such action should be considered. A special meeting of the association will be called in such a situation to consider and affirm or deny the requested change(s) unless the issue can be agreed to be an agenda item for a regular annual meeting. The administrative costs of such a special meeting and process will be chargeable to the petitioner if the Association does not agree to the requested change and does not agree to absorb the cost of the special meeting. Despite any conflict with the Association's governing documents, amending these Declarations at a special or annual meeting will require a quorum of two-thirds (2/3) of Lot Owners and an affirmative vote of two-thirds (2/3) of Lot Owners (not two-thirds (2/3) of the quorum present at the meeting). Any other action taken under this paragraph will be in accordance with the Association's governing documents effective at the time.

**G. Administration of the Association** The Board of Directors of the Association will establish administrative procedures, appoint officers of the Association as needed, and provide for an annual members meeting. Members will individually and as a group be entitled to see on a timely basis and review financial expenses paid by the Association and decisions rendered by the Committee and minutes of any meetings of the Association, Committee, or its officers' interactions with other Phases of the TCF community.

## **IX. Maintenance Fees.**

**A. Fee Amount.** Each Lot in Twin Creek Farms Phase Two, once platted and no longer a Lot of a Developer, is hereby subjected to a monthly maintenance charge of forty-one dollars and 36/100 (\$41.36) payable in advance by the Owner of each Lot on the first day of each month beginning on date of Lot purchase and each succeeding month thereafter until terminated as provided below, to the Declarant, or

at the election of the Declarant to the Association, its successors and assigns for the purpose of creating a fund described below, known as the "Maintenance Fund". Where any Lot is owned by more than one person or entity, said maintenance charge shall be payable by all such Owners, jointly and severally. Should an Owner purchase more than one (1) Lot within the development for purpose of joining contiguous lots for building purposes or having sufficient acreage to permit horses on the property, then said Owner shall pay 100% of the assessed fee for the first Lot and 85% of the assessed fee for each additional Lot. An owner or contractor or builder owning multiple Lots does not qualify for a reduced fee. The maintenance charge shall be prorated at closing between purchasers and sellers of Lots in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any Lot of portion thereof, each Owner agrees and consents to the maintenance charge and liens as provided herein. If a builder buys one or more lots their fees will begin one year after their purchase date or when a house is constructed and occupied whichever comes first. If builder sells a lot to an individual owner, their fees begin at the date of closing.

**B. Lien Rights.** The Association shall have a lien against any Lot for which the monthly maintenance charge provided herein shall not have been paid effective upon the thirtieth (30<sup>th</sup>) day following the date said maintenance charge became due and payable. The amount of said lien shall be for the amount of the maintenance charge then due, owing and unpaid plus an additional delinquency charge of twelve percent (12%) per annum of the unpaid balance accruing from the date said maintenance charges became due and payable. The Association shall have the right to evidence the existence of this lien by filing a sworn and acknowledged statement of lien in the Official Records of Williamson County, Texas, but the failure of the Association to so file a statement of lien shall not affect the validity of the lien as between the Association and the Owner.

**C. Use of Fees.** The maintenance charge shall be used to pay "maintenance expenses" which shall include without limitation, expenses incurred for any easements, streets, sidewalks, the Expense Sharing Agreement, paths, fences, lakes, parkways, tracks, esplanades, and any structure, facilities or area which can be used by all Owners which in the opinion of the Association would benefit the Subdivision as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than the garbage, ashes, rubbish and the like from constructed residential dwellings); payment of legal and all other expenses in connection with the operation of the association and the enforcement of all recorded charges, restriction, covenants, agreements and conditions affecting the property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Association to keep property neat and in good order of which it considers of general benefit to the Subdivision. The acts of the Association and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

**D. Increase in Fees.** The Association may increase or reduce the maintenance charge from time to time by action applied uniformly to all Lots in the Subdivision. From and after January 1, 2012, the Association's Board of Directors, at its next annual or special meeting and at each annual meeting thereafter, shall set the amount of the annual assessments for each year for each Lot, taking into consideration the current maintenance costs and future needs of the Association; except however the monthly assessments may not be increased in any one year by more than twenty percent (20%) of the then existing monthly assessment, except on the affirmative vote of the Owners entitled to cast two-thirds (2/3) of the votes as Association members, in person or by proxy, at a meeting duly called for such purpose.

**E. Future Development.** Should Declarant develop additional sections of the Phase Two subdivision beyond the existing 21 lots, then Declarant, not the Association, is responsible for all costs of such further development including any new roads, under ground utilities, and features needed to make such new development match the character and style of the existing 21 lots area. The Declarant and Association shall meet to determine the amount of Maintenance Fee to be charged to each future Lot based on size

of Lot and amount of new road added to Subdivision. At such time, an amendment of this Declaration shall be required to make any such change in the Maintenance Fee for those Lots.

#### IX. Special Assessments for Capital Improvements.

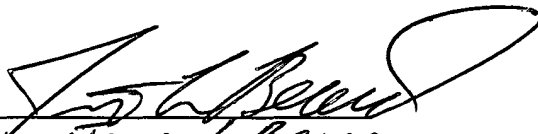
A. In addition to the annual assessment for maintenance charges authorized above, the Association may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of a three-fourths (3/4) majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.

B. No special assessment for capital improvements shall be made under this provision prior to the time the membership of the Board of Directors of the Association is determined by majority vote of the lot Owners of record.

C. The Special Assessments shall be payable by the Owners on the dates and terms as may be established by the Association. The Association may also provide for a lien against any Lots for which the special assessment remains unpaid.

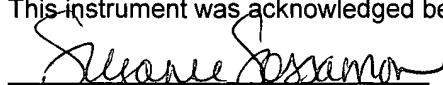
Signed this 22<sup>nd</sup> day of January, 2012.

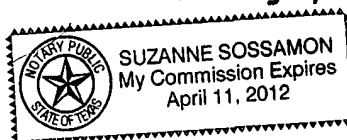
HB Twin Creek II, LLC

By:   
Name: JAMES L. BEARD  
Its: \_\_\_\_\_  
9471 Steep Hollow Rd.  
Bryan, Texas 77808  
Brazos County

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by James L. Beard, manager, on behalf of HB Twin Creek II, LLC.  
  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Janet Meyer

Janet Meyer  
101 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Janet Meyer.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12





Signed this 22<sup>nd</sup> day of January, 2012

Glen C. Pryor  
Glen Pryor  
204 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Suzanne Sossamon Glen Pryor.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012.

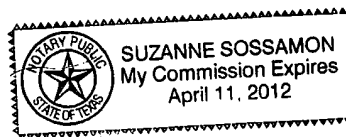
Deneice Pryor  
Deneice Pryor  
204 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Suzanne Sossamon Deneice Pryor.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22 day of January, 2012

Edward Penniman

Edward Penniman  
201 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Suzanne Sossamon Edward Penniman.

Notary Public, State of Texas

Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

Heather Penniman

Heather Penniman  
201 Highpoint Way  
Georgetown, Texas 78626

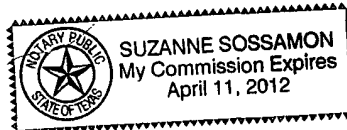
STATE OF TEXAS

COUNTY OF WILLIAMSON

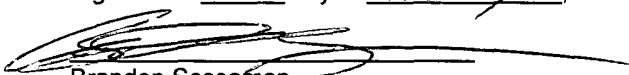
This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Suzanne Sossamon Heather Penniman.

Notary Public, State of Texas

Commission Expires: 4/11/12



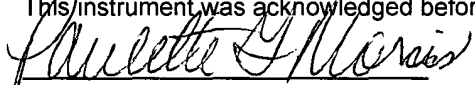
Signed this 19 day of JANUARY, 2012

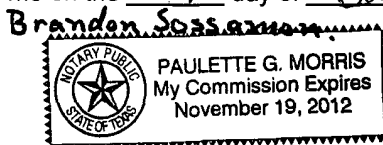
  
Brandon Sossamon  
304 Highlander Court  
Georgetown, Texas 78626

STATE OF TEXAS

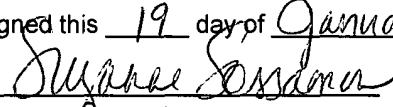
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2012, by

  
Notary Public, State of Texas  
Commission Expires: 11/19/12

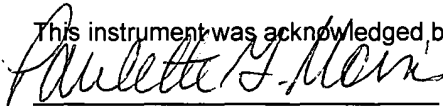


Signed this 19 day of January, 2012

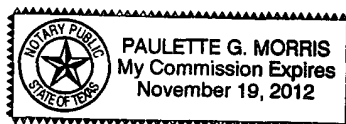
  
Suzanne Sossamon  
304 Highlander Court  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2012, by  
 Suzanne Sossamon.

Notary Public, State of Texas  
Commission Expires: 11/19/12



Signed this 22<sup>nd</sup> day of January, 2012

William Wenthe

William Wenthe  
202 Highpoint Way  
Georgetown, Texas 78626

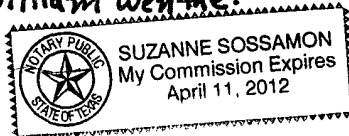
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
William Wenthe.

Suzanne Sossamon

Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

Helen Wenthe

Helen Wenthe  
202 Highpoint Way  
Georgetown, Texas 78626

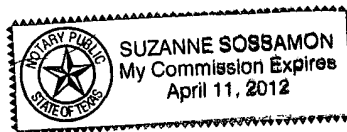
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Helen Wenthe.

Suzanne Sossamon

Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

Josh Wilmoth  
Josh Wilmoth  
103 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Suzanne Sossamon Josh Wilmoth.

Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

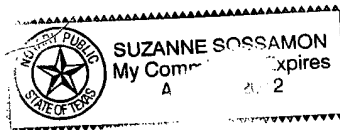
Sara Wilmoth  
Sara Wilmoth  
103 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Suzanne Sossamon Sara Wilmoth.

Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

Victor Winkelman, Jr.

Victor Winkelman, Jr.  
203 Highpoint Way  
Georgetown, Texas

STATE OF TEXAS

COUNTY OF WILLIAMSON

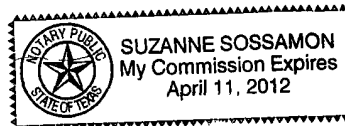
This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by

Suzanne Sossamon

Victor Winkelman, Jr.

Notary Public, State of Texas

Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

Suzan Winkelman

Suzan Winkelman  
203 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

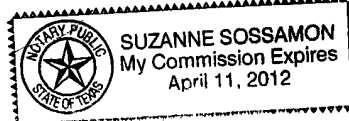
This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by

Suzanne Sossamon

Suzan Winkelman

Notary Public, State of Texas

Commission Expires: 4/11/12



Signed this 10 day of Feb., 2012

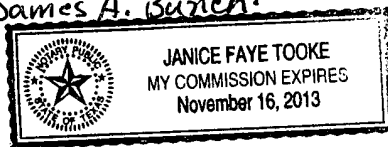
James A. Bunch  
James A. Bunch  
102 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 10<sup>th</sup> day of February, 2012, by James A. Bunch.

Janice F. Tooke  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_



Signed this 10 day of February, 2012

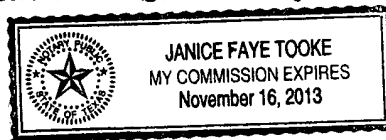
Sandra D. Bunch  
Sandra D. Bunch  
102 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 10<sup>th</sup> day of February, 2012, by Sandra D. Bunch.

Janice F. Tooke  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_



Signed this 5 day of Feb., 2012

John C. Hicks  
John Hicks  
205 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 5<sup>th</sup> day of Feb, 2012 by

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12

John Hicks.



Signed this 5 day of Feb., 2012

Barbara Hicks  
Barbara Hicks  
205 Highpoint Way  
Georgetown, Texas 78626

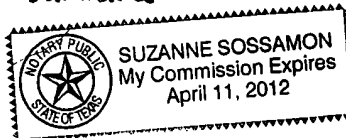
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 5<sup>th</sup> day of Feb, 2012 by

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12

Barbara Hicks.





Signed this 22 day of Jan, 2012

Greg Flenniken

Flenn Custom Homes  
300 Highlander Court  
Georgetown, Texas 78626

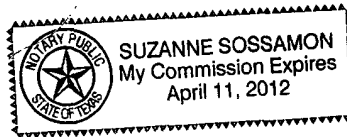
STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Greg Flenniken, for Flenn Custom Homes.

Suzanne Sossamon  
Notary Public, State of Texas

Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

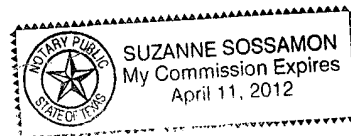
Kenneth Kelm  
Kenneth Kelm  
200 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 12<sup>th</sup> day of January, 2012 by  
Kenneth Kelm.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

Lydia Kelm  
Lydia Kelm  
200 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Lydia Kelm.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22 day of January, 2012

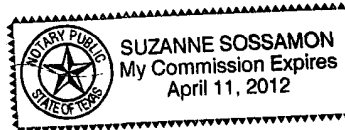
Kenneth W. Mathews  
Kenneth Mathews  
302 Highlander Court  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Kenneth Mathews.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22 day of Jan., 2012

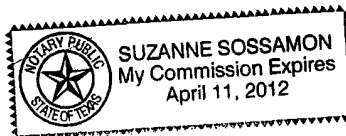
Iris Mathews  
Iris Mathews  
302 Highlander Court  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by  
Iris Mathews.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this 22<sup>nd</sup> day of January, 2012

Roberto Lopez  
Roberto Lopez  
100 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2012 by Roberto Lopez.

Suzanne Sossamon  
Notary Public, State of Texas  
Commission Expires: 4/11/12



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Julie Lopez  
100 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Roberto Lopez  
100 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_

Signed this 7 day of march, 2012

Julie Lopez

Julie Lopez  
100 Highpoint Way  
Georgetown, Texas 78626

STATE OF TEXAS

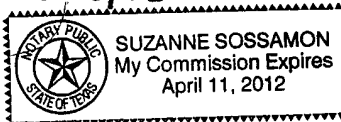
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 7<sup>th</sup> day of March, 2012 by

Suzanne Sossamon

Notary Public, State of Texas  
Commission Expires: 4/11/12

Julie Lopez.



*after Recording, Return To:*

*Ditz & Jarrard PC  
106 Fannin Avenue East  
Round Rock Texas 78664*

## **EXHIBIT A**

TRACT I: 17.06 acres of Land, more or less, out of the ELI W. LAWLER SURVEY, Abstract no. 392 in Williamson County, Texas and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

TRACT II: 28.86 acres of land, more or less, out of the ELI W. LAWLER SURVEY, Abstract No. 392 in Williamson County, Texas, and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and made a part hereof.

TRACT III: 22.71 acres of land, more or less, out of the ELI W. LAWLER SURVEY, Abstract no 392 in Williamson County, Texas, and being more fully described by metes and bounds in Exhibit "A-3" attached hereto and made a part hereof.

TRACT IV: 14.03 acres of land, more or less, out of the ELI W. LAWLER SURVEY, Abstract no. 392 in Williamson County, Texas, and being more fully described by metes and bounds in Exhibit "A-4" attached hereto and made a part hereof.

TRACT V: Lots 24, 25, 26, 27, 28, 70, 71 and 72, of TWIN CREEK FARMS PHASE TWO, SEC. ONE., a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet U, Slides 251-253, Plat Records Williamson County,

TRACT VI: 3.11 acres of land, more or less, out of the ELI W. LAWLER SURVEY, Abstract No. 392, in Williamson County, Texas, and being more fully described in Exhibit "A-5" attached hereto and made a part hereof.

# EXHIBIT "A"

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR TWIN CREEK FARMS L.P. - JIM BEARD PHASE TWO SECTION 5

BEING 17.06 acres, more or less, of the Eli W. Lawler Survey, Abstract No. 392, in Williamson County, Texas. This tract is a part of the 109.49 acre property which was described in a deed from Curtis W. Mickan, et. ux. to Twin Creek Farms L.P., of record in Doc. 2000085276, of the Official Records of Williamson County, Texas (ORWCT). Survey note: The bearing basis for this description is the monumentation found on the East line of the 109.49 acre tract as surveyed on the ground in October of 1998.

BEGINNING at an iron pin which was found in the South line of F.M. 972, at the Northeast corner of the said 109.49 acre tract, and at the Northwest corner of the subdivision that is known as Twin Creek Farms, Phase One, Sec. One, as filed in Cabinet Q, Slide 163, Plat Records. This corner exists in the West line of the 50 foot wide privately maintained roadway that is known as Twin Creek Drive, as reserved on the record plat.

THENCE with the West boundary of the said Twin Creek Farms, Phase One, Sec. One, and the East boundary of the said 109.49 acre tract, S 19°04'50" E 819.04 feet to an iron pin which was found; and  
S 29°57' E 137.77 feet to an iron pin which was set for the Northeast corner of Lot 1 of Twin Creek Farms, Phase Two, Section One, as filed in Cabinet U, Slide 251, Plat Records.

THENCE with the North line of said Twin Creek Farms, Phase Two, Section One, S 70°55'10" W 1059.92 feet to an iron pin which was set for the Northwest corner of Lot 17 of Twin Creek Farms Phase Two Section One.

THENCE with the West boundary of the said 109.49 acre tract and the East boundary of the property conveyed to Alex Bielss, et. al. (First Tract 715/8), N 19°30'17" W 634.25 feet to an iron pin which was found in the South line of F.M. 972, at the Northwest corner of the said 109.49 acre tract.

THENCE with the South line of F. M. 972, N 53°47'25" E 26.10 feet to an iron pin which was set.

THENCE with the boundary of the 109.49 acre tract and its common boundary with the property of Joe C. Janosec (469/217); along the East line of a 25 foot wide easement (469/217) S 19°30'17" E 206.66 feet to an iron pin which was set by an old cedar post.

THENCE continuing with the common boundary between the 109.49 acres and the property of Janosec, N 54°00'04" E 413.8 feet to an iron pin which was set East of an iron bar that was found; and N 20° 11'26" W 207.52 feet to an iron pin which was set East of an iron bar that was found.

THENCE with the North boundary of the 109.49 acre tract and the South line of F.M. 972, N 53°47'25" E 649.05 feet to the POINT OF BEGINNING.

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

I, WM. F. FOREST, JR., do hereby certify that this description has been prepared based on record information and does not represent a current survey that was made on the ground. This description is true and correct to the best of my knowledge and belief. This property abuts a public roadway, except as shown. Ownership information, etc., for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 2<sup>nd</sup> day of December of 2010, A.D. File: Word: mickan section 5.doc



WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



# EXHIBIT "A2"

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR TWIN CREEK FARMS L.P. - JIM BEARD PHASE TWO SECTION 2

BEING 28.86 acres, more or less, of the Eli W. Lawler Survey, Abstract No. 392, in Williamson County, Texas. This tract is a part of the 109.49 acre property which was described in a deed from Curtis W. Mickan, et. ux., to Twin Creek Farms, L.P., of record in Doc. 2000085276, of the Official Records of Williamson County, Texas (ORWCT). Survey note: The bearing basis for this description is the monumentation found on the East line of the 109.49 acre tract as surveyed on the ground in October of 1998.

BEGINNING at an iron pin which was found in the East line of the said 109.49 acre tract, and in the West line of Lot 6 of the subdivision that is known as Twin Creek Farms, Phase One, Sec. One, as filed in Cabinet Q, Slide 163, Plat Records. This corner exists at the Southeast corner of Lot 70 of Twin Creek Farms, Phase Two Sec. One, a subdivision that is filed in Cab. U, Slide 251, Plat Records. According to record information the Southeast corner of the said 109.59 acres stands S 19°04'48" E 2716.45 feet.

THENCE with the West boundary of the said Twin Creek Farms, Phase One, Sec. One, and the East boundary of the said 109.49 acre tract, S 19°04'48" E 1200.00 feet to the Northeast corner of a 22.71 acre tract described this date, a point which exists in the West boundary of Lot 9 of said Twin Creek Farms Phase One, Sec. One.

THENCE with the North line of said 22.71 acre tract, S 70°55'10" W 280.0 feet ; (L1) N 19°04'48" W 14.37 feet; and S 70°55'10" W 772.51 feet to a point in the East line of the said Bielss property conveyed to Alex Bielss, et. al. (First Tract 715/8),


THENCE with the West boundary of the said 109.49 acre tract and the East boundary of the property conveyed to Alex Bielss, et. al., N 19°27'49" W 297.10 feet to an iron pin which was found; and N 19°34'20" W 731.63 feet to an iron pin which was set for the Southwest corner of Twin Creek Farms, Phase Two, Sec. One.

THENCE with the South boundary of said Twin Creek Farms, Phase Two Sec. One, N 70°55'10" E 1061.83 feet to the POINT OF BEGINNING.

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

I, WM. F. FOREST, JR., do hereby certify that this description has been prepared based on record information and does not represent a current survey that was made on the ground. This description is true and correct to the best of my knowledge and belief. This property abuts a public roadway, except as shown. Ownership information, etc., for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 2<sup>nd</sup> day of December of 2010, A.D. File: Word: mickan section 2.doc

  
WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847





# EXHIBIT A-3

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR TWIN CREEK FARMS L.P. - JIM BEARD PHASE TWO SECTION 3

BEING 22.71 acres, more or less, of the Eli W. Lawler Survey, Abstract No. 392, in Williamson County, Texas. This tract is a part of the 109.49 acre property which was described in a deed from Curtis W. Mickan et. ux. to Twin Creek Farms, L.P., of record in Doc. 2000085276, of the Official Records of Williamson County, Texas (ORWCT). Survey note: The bearing basis for this description is the monumentation found on the East line of the 109.49 acre tract as surveyed on the ground in October of 1998.

BEGINNING at an iron pin which was found in the East line of the said 109.49 acre tract, and in the West line of Lot 9 of the subdivision that is known as Twin Creek Farms, Phase One, Sec. One, as filed in Cabinet Q, Slide 163, Plat Records. This corner exists at the Southeast corner of a 28.86 acre tract that was described this date. According to record information the Southeast corner of the said 109.59 acres stands S 19°04'48" E 1516.45 feet.

THENCE with the West boundary of the said Twin Creek Farms, Phase One, Sec. One, and the East boundary of the said 109.49 acre tract, S 19°04'48" E 907.45 feet to the Northeast corner of a 14.03 acre tract that was described this date, a point in the West line of Lot 11 of Twin Creek Farms, Phase One Sec. One.

THENCE with the North boundary of the said 14.03 acre tract, S 43°39'47" W 258.73 feet; and (L2) N 43°03'11" W 282.18 feet, to the South line of a proposed street that is known as Creekway Lane.

THENCE with the curved South line of the said proposed street, (C60) 50.40 feet with the arc of the curve to the left having a radius of 200.00 feet, the chord bears S 52°52'42" W 50.27 feet.

THENCE continuing with the boundary of the 14.03 acre tract, as follows; (L3) S 43°03'11" E 345.40 feet; (L4) N 81°10'47" W 202.21 feet; (L5) N 87°48' W 131.88 feet; and S 86°59'51" W 514.45 feet to the West boundary of the said 109.49 acre tract.

THENCE with the West boundary of the said 109.49 acre tract and the East boundary of the property conveyed to Alex Bielss, et. al. (First Tract 715/8), N 19°20'49" W 527.79 feet to an iron pin which was found; and N 19°27'49" W 300.91 feet to the Southwest corner of a 28.86 acre tract that was described this date.

THENCE with the South boundary of said 28.86 acre tract, N 70°55'10" E 772.51 feet; (L1) S 19° 04' 48" E 14.37 feet; and N 70°55'10" E 280.0 feet to the POINT OF BEGINNING.

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

I, W.M. F. FOREST, JR., do hereby certify that this description has been prepared based on record information and does not represent a current survey that was made on the ground. This description is true and correct to the best of my knowledge and belief. This property abuts a public roadway, except as shown. Ownership information, etc., for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 2<sup>nd</sup> day of December of 2010, A.D. File: Word: mickan section 3.doc

  
W.M.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



# EXHIBIT <sup>13</sup> <sup>14</sup> A-4

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

## DESCRIPTION FOR TWIN CREEK FARMS L.P. - JIM BEARD PHASE TWO SECTION 4

BEING 14.03 acres, more or less, of the Eli W. Lawler Survey, Abstract No. 392, in Williamson County, Texas. This tract is a part of the 109.49 acre property which was described in a deed from Curtis W. Mickan et. ux. to Twin Creek Farms, L.P., of record in Doc. 2000085276, of the Official Records of Williamson County, Texas (ORWCT). Survey note: The bearing basis for this description is the monumentation found on the East line of the 109.49 acre tract as surveyed on the ground in October of 1998.

BEGINNING at an iron pin which was found at the Southeast corner of the said 109.49 acre tract and at the Southwest corner of the 222.81 acre property that was conveyed to Twin Creek Farms, L.P., as described in Doc. 9900408 (indexed at 199900408, ORWCT). This corner exists in the North line of the property that was conveyed to Kerney Wolf, et. ux., as described in Vol. 618, Pg. 902, Deed Records.

THENCE with the South boundary of the said 109.49 acre tract, and its common boundary with the Wolf tract, S 71°00'13" W crossing and re-crossing Little Opossum Creek, along the general line of the remains of an existing fence, continuing in all 1043.63 feet to an iron pin which was found.

THENCE with the West boundary of the said 109.49 acre tract, and with the East boundary of the First Tract that was conveyed to Alex Bielss, et. al., as described in Vol. 715, Pg. 8, N 19°32'29" W crossing Little Opossum Creek, continuing in all 335.35 feet to an iron pin which was found; and continuing along a partially fenced line, N 19°20'49" W 366.34 feet to the Southwest corner of a 22.71 acre tract that was described this date.

THENCE with the South boundary of the said 22.17 acre tract, N 86°59'51" E 514.45 feet; (L5) S 87°48' E 131.88 feet; (L4) S 81°10'47" E 202.21 feet; and (L3) N 43°03'11" W 345.40 feet to the South line of the proposed roadway that is known as Creekway Lane.

THENCE with the curved South line of the said proposed street, (C60) 50.40 feet with the arc of the curve to the left having a radius of 200.00 feet, the chord bears N 52°52'42" E 50.27 feet.

THENCE (L2) S 43°03'11" E 282.18 feet, and N 43°39'47" E 258.73 feet to the East line of the said 109.49 acre tract and to the West line of Lot 11 of the subdivision that is known as Twin Creek Farms Phase One Sec. One (Cab. Q, Slide 163, Plat Records).

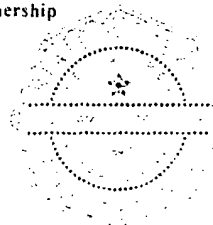
THENCE with the East boundary of the said 109.49 acre tract, S 19°04'48" E passing the Southwest corner of Lot 12 in the said subdivision, continuing in all 609.03 feet to the POINT OF BEGINNING.

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

I, WM. F. FOREST, JR., do hereby certify that this description has been prepared based on record information and does not represent a current survey that was made on the ground. This description is true and correct to the best of my knowledge and belief. This property abuts a private easement, except as shown. Ownership information, etc., for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 6th day of December of 2010, A.D. File: Word: mickan section 4.doc

  
W.M.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

DESCRIPTION FOR TWIN CREEK FARMS L.P. - JIM BEARD

PHASE 2 ROADWAY

BEING 3.11 acres, more or less, of the Eli W. Lawler Survey, Abstract No. 392, in Williamson County, Texas. This tract is a part of the 109.49 acre property that was conveyed to Twin Creek Farms, L.P., of record in Doc. 2000085276, of the Official Records of Williamson County, Texas (ORWCT). Survey note: The bearing basis for this description is the monumentation found on the East line of the 109.49 acre tract as surveyed on the ground at a prior time. This roadway description overlays existing private easement roads that are set out on a record plat that is filed in Cab. Q, Slide 163, Plat Records. Bend points were marked by iron pins that were set at the time of a prior survey.

COMMENCING FOR REFERENCE at an iron pin which was found in the South line of F.M. 972, at the Northeast corner of the said 109.49 acre tract, and at the Northwest corner of the subdivision that is known as Twin Creek Farms, Phase One, Sec. One, as filed in Cabinet Q, Slide 163, Plat Records. This corner exists in the West line of the 50 foot wide privately maintained roadway that is known as Twin Creek Drive, as reserved on the record plat.

THENCE along the West line of the private easement that was reserved for Twin Creek Drive, following the common boundary between the West line of the 222.81 acres and the East line of the 109.49 acre., and finding iron pins as follows; S 19°04'50" E 819.04 feet; S 29°57'55" E 137.77 feet; and S 17°56' E 206.26 feet, to the TRUE POINT OF BEGINNING. This corner exists at the intersection of the West line of Twin Creek Drive (Q/163) with the Northeast corner of Highpoint Way (U/251).

THENCE with the West line of the said 222.81 acre tract and the East line of the 109.49 acre tract that was conveyed to Twin Creek Farms, L.P. as described in Doc. 2000085276, (L 24) S 17°56' E 100.02 feet to an iron pin which was set in the West line of Twin Creek Farms Phase One, Sec. One and in the East line of Twin Creek Farms Phase 2 Sec. 1.

THENCE with the curved South line of the easement for Highpoint Way, (C61) with the arc of a curve to the left having a radius of 25.0 feet, 39.77 feet with the arc of the curve, the chord bears N 63°30'25"W 35.71 to an iron pin which was set at the end of the curve, and S 70°55'10" W 323.60 feet to the beginning of a curve to the left (C63) having a radius of 25.00 feet, 39.27 feet with the arc of the curve, the chord bears S 25°55'10" W 35.36 feet to an iron pin which was set at the end of the curve.

THENCE with the East line of the easement for Creekway Lane, (L18) S 19°04'50"E 78.45 feet to the beginning of a curve (C67) to the left having a radius of 275 feet, 154.55 feet with the arc of the curve, the chord bears S 35°10'52"E 152.53 feet to the end of the curve; (L20) S 55°11'46" E 70.55 feet to the beginning of a curve (C70) to the right having a radius of 325.00 feet, 204.86 feet with the arc of the curve, the chord bears S 37°08'17" E 201.49 feet to the end of the curve; and S 19°04'48"E 285.91 feet to the South line of Twin Creek Farms Phase 2 Sec. One.

THENCE with the South line of the easement as reserved for Creekway Lane as set out on the record plat (U/251), (L16) S 70°55'10"W 50.00 feet to an iron pin which was set.

THENCE with the West line of Creekway Lane, N 19°04'48"W 225.00 feet to the beginning of a curve (C72) to the left having a radius of 25.00 feet; continuing with the arc of the curve 39.27 feet, the chord bears N 64°04'49"W 35.36 feet to the end of the curve.

THENCE with the South line of the easement reserved for Highlander Court, S 70°55'10" W 475.98 feet to the mouth of a cul-de-sac which is the Western termination of Highlander Court; continuing around the curve of the cul-de-sac (C73) with the arc of the curve to the left having a radius of 25.00 feet, 21.03 feet, the chord bears S 46°49'29"W 20.41 feet to the beginning of a curve to the right (C 74) 241.19 feet with the arc of the curve, the chord bears N 19°04'50"W 66.67 feet to the beginning of a curve to the left (C75) having a radius of 25.00 feet, 21.03 feet with the arc of the curve, the chord bears S 84°59'09"E 20.41 feet to the end of the curve; continuing with the North line of the easement reserved for Highlander Court, N 70°55'10" E 472.91 feet to the beginning of a curve to the left (C71) having a radius of 25.00 feet, 43.20 feet with the arc of the curve, the chord bears N 21°25'17"E 38.02 feet to the end of the curve.

EXHIBIT "A-5"

h

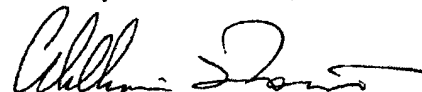
THENCE with the West line of the easement reserved for Creekway Lane, with the arc of a curve (C69) to the left having a radius of 275.0 feet, 130.16 feet, the chord bears N 41°38'11"W 128.95 feet to the end of the curve; (L21) N 55°11'46"W 70.55 feet to the beginning of a curve to the right (C68) having a radius of 325.0 feet; continuing with the arc of the curve 204.86 feet, the chord bears N 37°08'18"W 201.48 feet to the end of the curve; (L19) N 19°04'50" W 78.45 feet to the beginning of a curve (C64) to the left having a radius of 25.00 feet; with the arc of the curve 39.27 feet, the chord bears N 64°04'50" W 35.36 feet to the end of the curve.

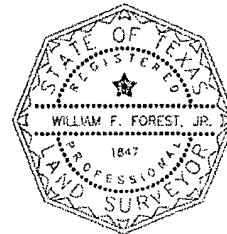
THENCE with the South line of the easement reserved for Highpoint Way, S 70°55'10" W 319.10 feet to the mouth of a cul-de-sac which is the Western termination of Highpoint Way; continuing around the curve of the cul-de-sac (C76) with the arc of the curve to the left having a radius of 25.00 feet, 21.03 feet, the chord bears S 46°49'29"W 20.41 feet to the beginning of a curve to the right (C 77) 241.19 feet with the arc of the curve, the chord bears N 19°04'50"W 66.67 feet to the beginning of a curve to the left (C78) having a radius of 25.00 feet, 21.03 feet with the arc of the curve, the chord bears S 84°59'09"E 20.41 feet to the end of the curve; continuing with the North line of the easement reserved for Highpoint Way, N 70°55'10" E 319.10 feet to the beginning of a curve to the left (C65) having a radius of 25.00 feet, 39.27 feet with the arc of the curve, the chord bears N 25°55'10"E 35.36 feet to the end of the curve.

THENCE with the boundary of the easement reserved for Creekway Lane; N 19°04'50" W 225.00 feet to the North line of Twin Creek Farms Phase 2 Sec. 1; (L17) N 70°55'10"E 50.00 feet; and S 19°04'50" E 225.0 feet to the beginning of a curve (C66) to the left having a radius of 25.00 feet, 39.27 feet with the arc of the curve, the chord bears S 64°04'50"E 35.36 feet to the end of the curve; continuing with the North line of the easement reserved for Highpoint Way, N 70°55'10"E 325.60 feet to the beginning of a curve (C62) to the left having a radius of 25.00 feet, continuing with the arc of the curve, 38.77 feet, the chord bears N 26°29'35" E 35.00 feet to the end of the curve, and to the TRUE POINT OF BEGINNING.

I, WM. F. FOREST, JR., do hereby certify that this description has been prepared based on record information and does not represent a current survey that was made on the ground. This description is true and correct to the best of my knowledge and belief. This property abuts a public roadway, except as shown. Ownership information, etc., for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 15th day of December of 2010, A.D. File: Word: mickan ph 2 easement.doc

  
WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



*J*

EXHIBIT "A-5"

**EXHIBIT B**

Lots 1, 2, 15, 16, 17, 18, 19, 20, 21, 22, 23, 73, and 74, of TWIN CREEK FARMS PHASE TWO, SEC. ONE., a subdivision in Williamson Count, Texas, according to the map or plat thereof recorded in Cabinet U, Slides 251-253, Plat Records Williamson County, Texas.

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS 2012018577**

*Nancy E. Rister*

03/15/2012 03:15 PM

CPHELPS \$160.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS