

Septic Tank Note
Each house constructed in this subdivision shall be connected to a septic tank with a capacity of not less than 750 gallons and with a drain field of not less than 100 square feet and shall be constructed and installed in accordance with the regulations of the Hays County Health Officer and shall be inspected and approved by such. This restriction is enforceable by the Hays County Health Unit and/or the subdiviter. Approval limited to single family use only.

In approving this plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares shown on this plat, any bridges or culverts necessary to be shown in such streets, roads, or other public thoroughfares, or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas assumes no obligation to construct any of the streets, roads, or other public thoroughfares shown on this plat, or any bridges or culverts in connection therewith.

State of Texas
County of Hays
This plat has been submitted to and considered by the Commissioners' Court of Hays County, Texas, and is hereby approved by such Court.

Walter Burnett, Judge
Hon. Walter Burnett, Judge

Commissioner, Precinct 1 _____ Commissioner, Precinct 2 _____
Commissioner, Precinct 3 _____ Commissioner, Precinct 4 _____

State of Texas
County of Hays
I, Lydell B. Clayton, County Clerk for Hays County, Texas, do hereby certify that on the 27th day of May, 1979, A.D., the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said court in Book _____ at page _____.

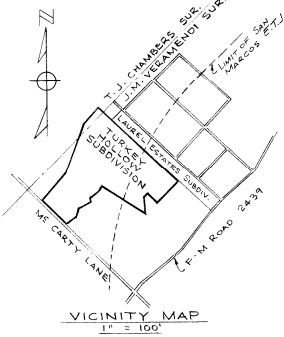
Witness my hand and seal of the Court of the said County the date last written above.

Lydell B. Clayton, Clerk, County Court, Hays County, Texas.

State of Texas
County of Hays
I, Lydell B. Clayton, County Clerk for Hays County, Texas, do hereby certify that the foregoing instrument of writing with the certificate of authentication was filed for record in my office at 4:45 o'clock P.M. on this 10th day of May, 1979, A.D., in the minutes of said County in Book _____ at page _____.

Witness my hand and seal of the Court of said County the date last written above.

Lydell B. Clayton, Clerk, County Court, Hays County, Texas.



VICINITY MAP
1" = 160'

State of Texas
County of Hays
The owners of the land shown hereon and whose names are subscribed hereto acknowledge that this plat was made from an actual survey and dedicate to the use of the public forever all streets and easements shown hereon.

Owners: Kenneth V. Kraus
Kenneth V. Kraus
Edward M. Longcope
Edward M. Longcope

State of Texas
County of Hays
Before me, the undersigned authority, on this day personally appeared Kenneth V. Kraus and Edward M. Longcope known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27th day of May, 1979.

Susan Moore
Notary Public Hays County, Texas.

State of Texas
County of Guadalupe
I hereby certify that the plat shown on sheet number 2 hereof is true and correct and was prepared from an actual survey made on the grounds and under my supervision in February, March, and April, 1979, and that all markers and monuments were set as shown thereon.



H.S. Watersworth, P.S.
H.S. Watersworth, P.S.

Sworn to and subscribed before me this 10 day of May, 1979.

Davis Johnson
Notary Public, Guadalupe County, Texas.

FILE # 135900

TURKEY HOLLOW SUBDIVISION
HAYS COUNTY, TEX.

75972

KNOW ALL MEN BY THESE PRESENTS, that Richard L. Burdick, Trustee et al., hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Crystal Clear Water System, Inc., hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors, and assigns, a temporary easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line over and across 129.29 acres of land, more particularly described in instruments recorded in Vol. 234, Pages 194-198 and Vol. 229, Pages 577-579, Deed Records, Hays County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline is installed, the easement herein granted shall be limited to a strip of land 20 feet in width, the center line thereof being the pipeline as installed.

It is understood that this easement is to remain in effect until such time that the City of San Marcos extends water mains to serve the property across which this easement is granted. This easement shall be terminated automatically upon completion of such water main extension by the City of San Marcos.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant

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that they are the owners of the above described lands and that said lands

are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed

this instrument this 16 day of MARCH, 1972.

Richard L. Burdick
Richard L. Burdick

Kenneth G. Downing
Kenneth G. Downing

Joe E. Leavines
Joe E. Leavines

Gordon A. Hyatt
Gordon A. Hyatt

P. Kenneth Pitzer
P. Kenneth Pitzer

Russell C. Ayers
Russell C. Ayers

ACKNOWLEDGEMENT

STATE OF TEXAS |

COUNTY OF HAYS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard L. Burdick, Kenneth G. Downing, Joe E. Leavines, Gordon A. Hyatt, P. Kenneth Pitzer and Russell C. Ayers known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in their capacity thereof.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16

day of March, 1972.

Dancer H. Becker
Notary Public in and for
Hays County, Texas



THE STATE OF TEXAS }
COUNTY OF HAYS }
I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 25th day of March A.D., 1972 at 4:00 o'clock P. M., and duly recorded on the 249 Record of said County in Book Number 249 Pages 249-250 inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.
Lydell B. Clayton By [Signature] Deputy
LYDEL B. CLAYTON, Clerk of the County Court within and for the County

Vol. 318 869

FILED

HAYS COUNTY, TEXAS

78 NOV 27 PM 2 47

123986

RESTRICTIVE COVENANT AGREEMENT

STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS)

COUNTY CLERK

THIS AGREEMENT, made this 17th day of MARCH, 1977, by and among the undersigned parties;

WHEREAS, the undersigned are the owners of contiguous and adjoining tracts of land, located within that certain 133.875 acre tract of land, hereinafter referred to as the "Restricted Acreage," situated in the T.J. Chambers League (Abstract 2), and the John Williams 2/3 League (Abstract 471), in Hays County, Texas, and being a portion of that certain 368.436 acre tract described in a deed dated April 20, 1972 from Harold H. Fehlis and wife, Annie S. Fehlis, and Walter W. Fehlis and wife, Emily Mae Fehlis, to Edmund M. Longcope and Arch C. Holden, recorded in Volume 249, Page 950, Hays County Deed Records. Said 133.875 acre tract constituting the Restricted Acreage is more particularly described on Exhibit "A" attached hereto, and said contiguous and adjoining tracts constituting the Restricted Acreage are more particularly described on Exhibit "B" attached hereto. Both Exhibit "A" and Exhibit "B" are incorporated herein and made a part hereof by reference for all purpose; and

WHEREAS, by Deed of Trust dated April 20, 1972 and recorded in Volume 146, Page 84, Hays County Deed of Trust Records, the said Edmund M. Longcope and Arch C. Holden conveyed the said 133.875 acres described therein, being the Restricted Acreage of this Agreement, to J.R. Thorton, Trustee, for the benefit of State Bank and Trust Company of San Marcos, Texas, securing the indebtedness therein described; and

WHEREAS, the said Arch C. Holden conveyed all of his undivided interest in 283.218 acres of said 368.436 acre tract, which said 283.218 acres included the restricted acreage herein, to Edmund M. Longcope by deed dated August 11, 1972 and recorded in Volume 252, Page 501, Hays County Deed Records; and

DEEDS
Hays County, Texas

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WHEREAS, the undersigned recognize and acquiesce in the rights in the Restricted Acreage by the State Bank and Trust Company of San Marcos, Texas; and

WHEREAS, it is the desire and intention of all the parties hereto to restrict said land according to a common plan as to use and permissible construction, so that all of said lands shall be benefited and each successive owner of all or a part of said lands shall be benefited by the preservation of the value and the character of said lands;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the parties hereto, each to the others as Covenantors and Covenantees, and expressly for the benefit of, and to bind, their successors in interest, the said parties agree as follows:

1. All tracts of land into which the Restricted Acreage has been or may be subdivided shall be used for residential purposes only.
2. No noxious or other offensive activity shall be carried out or conducted on any tract including the generation of unnecessary noise, nor shall any activity be engaged in on any tract that is an annoyance or a nuisance to any owners of other tracts within the Restricted Acreage.
3. No swine shall be allowed on any tract. Pets and other animals may be kept for domestic purposes only and must be kept in such numbers as not to constitute an annoyance or nuisance to owners of other tracts.
4. No residence or other structure shall be erected on a tract having less than 4.0 acres, and all tracts must be held in fee ownership or in conjunction with severed land held in fee by the Veterans Land Board. Each tract may contain one single family dwelling unit; one guest house, which guest house is not to be rented and must conform to restrictions numbered 6,7,9,10 and 12 below; and out buildings incidental to residential use of the

tract. No townhouse of any type shall be allowed.


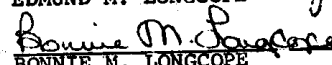
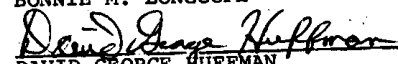
5. No garbage or other waste material shall be kept on the premises except in sanitary containers. All incinerators and other equipment for the storage or disposal of waste material shall be kept in a clean, sightly and sanitary condition, so that the same will not constitute an annoy-ancy or nuisance.
6. No dwelling exceeding 24 feet in height as measured from the ground to the highest point on the roof nor single story dwelling house having less than 1,400 square feet of floor space, exclusive of attached carport, garage and porches, may be erected on any tract and the ground floor of any bi-level or two story dwelling must contain a minimum of 1,000 square feet of floor space, exclusive of attached garage, carport and porches, on the ground level.
7. No dwelling house which is constructed of modular, pre-fabricated or prebuilt exterior or interior walls, or wall sections, shall be permitted in the Restricted Acreage.
8. No residence shall be constructed within the Restricted Acreage or allowed to remain with the Restricted Acreage, unless: (i) more than 50% of all exterior walls and wall sections are constructed of brick, rock, masonry and/or glass; (ii) if any building is to be constructed with exterior walls and wall sections of 50% or less brick, rock, masonry and/or glass construction, then the plans and specifications for such construction must first be presented to a committee composed of all landowners within the Restricted Acreage adjoining the tract on which the residence is to be constructed and written approval of such plans and specifications must be obtained from a majority of such owners before construction commences.

9. No building, dwelling or any part of a septic tank system shall be constructed and the Restricted Acreage shall not be subdivided or sold in such a manner that any building dwelling or septic tank system shall be nearer than 50 feet to the boundary line separating tracts belonging to different owners.
10. Installation of septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations of the Division of Sanitary Engineering, Texas State Department of Health, and must be approved by a duly authorized agent of the Hays County Health Department before the residence can be occupied.
11. No signs of any character shall be allowed on any tract except one sign of not more than 10 square feet advertising such property for sale.
12. No building shall be located on any tract nearer than 50 feet to the front property line or nearer than 50 feet to any side street line, or nearer than 50 feet to any side property line or nearer than 50 feet to any rear property line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any tract to encroach upon another tract. If two or more tracts, or fractions thereof, are consolidated into a single building site, these building setback provisions shall be applied to such resultant building site as if it were one original, platted tract.
13. The restrictions and covenants herein may be changed, in whole or in part, only by a vote of the majority of the owners of the tracts within the Restricted Acreage. Where a tract is owned by more than one person, only one vote shall be so cast with regard to such ownership. Such majority vote must be evidenced by an instrument in writing,

executed by all the owners voting for a change in the restrictions and covenants, and duly recorded in the Hays County Deed Records.

14. These restrictions and covenants shall be fully binding upon all persons presently owning and all persons acquiring real property within the bounds of the Restricted Acreage, whether by descent, devise, purchase or otherwise, and no purchaser, lessee, assignee, legatee, heir or fiduciary of any tract therein shall occupy, convey, lease or rent such tract so purchased, leased, assigned, devised, inherited, or conveyed in trust in violation of the restrictive covenants herein, and any person, by the acceptance of title of whatever character to any tract within the Restricted Acreage, shall thereby agree and covenant to abide by and fully perform the said restrictions and covenants. If any such present owner or subsequent purchaser, or his heirs or assigns, shall violate, or attempt to violate, any of said restrictions and covenants, any person or persons owning any of the real property within the Restricted Acreage, may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions and covenants, and to either prevent such violation or attempted violation, or to recover damages therefor.
15. Invalidation of any of these restrictions and covenants by judgment or court order shall in no wise affect any of the other restrictions and covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


EDMUND M. LONGCOPE

BONNIE M. LONGCOPE

DAVID GEORGE HUFFMAN

Rebecca A. Huffman
REBECCA A. HUFFMAN

Herbert A. Yarbrough, Jr.
HERBERT A. YARBROUGH, JR.

Dorothy Yarbrough
DOROTHY YARBROUGH

Thomas William Beels
THOMAS WILLIAM BEELS

Virginia K. Beels
VIRGINIA K. BEELS

Jack H. Walters
THE VETERANS LAND BOARD OF THE
STATE OF TEXAS

BY: Richard Keelley

STATE BANK & TRUST COMPANY

BY: William K. Keelley
SR. VICE PRESIDENT

ATTEST: [Signature]
VICE PRES. & CASHIER

THE STATE OF TEXAS)
COUNTY OF HAYS)

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



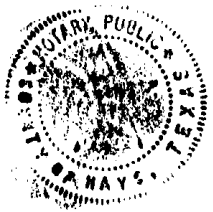
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of March, 1977.

Jan Jones
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS)
COUNTY OF HAYS)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of March, 1977.




Jan Jones
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS)
COUNTY OF HAYS)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of March, 1977.

Mary Ann Martin
Notary Public in and for
Hays County, Texas




THE STATE OF TEXAS)
COUNTY OF HAYS)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of March, 1977.

Mary Ann Martin
Notary Public in and for
Hays County, Texas




THE STATE OF TEXAS)
COUNTY OF HAYS)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of January, 1977.

Jan Jones
Notary Public in and for
Hays County, Texas

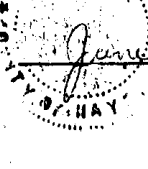


THE STATE OF TEXAS)
COUNTY OF HAYS)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of January, 1977.

Jan Jones
Notary Public in and for
Hays County, Texas



vcl 318 876

THE STATE OF TEXAS)

COUNTY OF Hays)

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



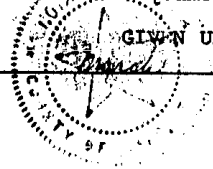
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of March, 1977.

Thomas William Beels
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS)

COUNTY OF Hays)

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March, 1977.

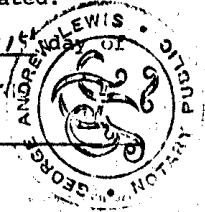
Virginia K. Beels
Notary Public in and for
Hays County, Texas

~~IN~~ THE UNITED KINGDOM OF GREAT BRITAIN)
COUNTY OF Berks)

BEFORE ME, the undersigned authority, on this day personally appeared JACK H. WALTERS, who identified himself as the Veterans Land Board of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of August, 1977.

George Andrew Lewis
NOTARY PUBLIC
Notary Public in and for
George Andrew Lewis County, Texas



THE STATE OF TEXAS)

COUNTY OF HAYS)

BEFORE ME, the undersigned authority, on this day personally appeared Clovis R. Barker, Senior Vice President of State Bank and Trust Company of San Marcos, Hays County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day
of December, 1977.

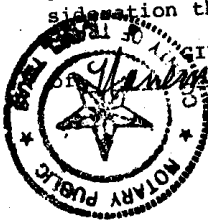


Maureen Williams
Notary Public in and for
Hays County, Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally
appeared *Robert Kealey*, *Executive Secretary* of
the Veterans Land Board of the State of Texas, known to me to be the
person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and con-
sideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day
of _____, 1978.

Mae Hazel
Notary Public in and for
Linn County, Texas

All that certain tract or parcel of land lying and being situated in Hays County, Texas, and being 133.875 acres of land in the T.J. Chambers League (Abstract 2) and the John Williams 2/3 League (Abstract 471) in Hays County, Texas; it being a portion of the "First Tract" that was described in a deed dated March 2, 1967, from several heirs of the estate of Charles Fehlis to Harold H. Fehlis and wife, and Walter W. Fehlis and wife, and recorded in the Hays County Deed Records, Volume 216, pages 211-214. Said 133.875 acres being more particularly described by metes and bounds as follows:

BEGINNING on a 1/2" steel stake placed for the north corner of the 47.568 acre tract that was surveyed concurrently by Egbert V. Smith, Registered Public Surveyor #1376; said stake being placed in the center of an ancient rock wall or fence on the north east line of the Charles Fehlis tract (as per H.C.D.R. Vol. 216, page 211); and from which steel stake the corner mark of the line between the T.J. Chambers League and the Juan M. Veramendi League, at the south east end of said ancient rock fence, bears S. 45°57'39" E. for 537.92 feet, S. 44°36'26" E. for 330.89 feet, S. 44°43'39" E. for 209.98 feet, S. 46°52'41" E. for 620.72 feet, S. 46°18'17" E. for 230.19 feet, S. 46°51'06" E. for 242.64 feet, and S. 45°41'36" E. for 381.17 feet.

1. Then with the north west boundary of said 47.568 acre tract, S. 45°27'35" W. for 1910.10 feet to a 1/2" ss placed beneath the fence on the north east line of McCarty Lane, and the west corner of said 47.568 acre tract.

2. Then with the north east boundary line of said McCarty Lane, on the following courses: (a) N. 44°53'11" W. for 254.80 feet to a 3/8" ss found beside a 36" Live Oak tree, (b) N. 41°18'30" W. for 467.76 feet to a 3/8" ss found at about 4 feet N.W. of a 20" L.O. tree, (c) N. 39°01'28" W. for 306.69 feet to a 1/2" ss placed, (d) N. 40°37'33" W. for 182.33 feet to a 3/8" ss found beside a 14" cedar tree, (e) N. 45°38'24" W. for 521.04 feet to a 1/2" ss placed, and (f) N. 51°03'42" W. for 1067.00 feet to a 1/2" ss placed for the south corner of the 2.04 acre tract that was conveyed by deed dated February 15, 1971, from Walter W. Fehlis and wife, and Harold H. Fehlis and wife, to L.C.R.A. and recorded in H.C.D.R. Vol. 241, page 916; and from which a 3/8" ss was found in the north east boundary of McCarty Lane, that bears N. 52°17' W. at 55.13 feet, a 16" L.O. tree was marked X on bearing N. 37°49' W. at 16.95 feet, and a 6" elm tree marked X bears N. 43°48' E. at 93.20 feet.

3. Then with the south east boundary line of said 2.04 acre tract, as found cleared, marked and staked, N. 42°38'41" E. for 295.27 feet to a 1/2" ss placed where a tached hub was found at the east corner of said 2.04 acre tract; and from which ss a 12" L.O. marked X bears N. 65°52' E. at 110.43 feet a 19" L.O. marked X bears N. 13°21' W. at 68.04 feet, and a 10" L.O. marked X bears N. 7°00' W. at 33.30 feet.

4. Then with the north east line of said 2.04 acre tract as found cleared and marked N. 47°21'16" W. for 297.56 feet to a 1/2" ss placed in the center of an ancient rock fence on the south east line of Marvin R. Jackson 314.19 acre tract (as per H.C.D.R. Vol. 104, page 153); and from which ss a 3/8" ss found at the west corner of said 2.04 acre tract bears S. 43°04'14" W. at 299.69 feet.

5. Then with the average of the center of said ancient rock fence on the south east line of said Marvin R. Jackson 314.19 acre tract, on the following courses: (a) N. 43°18'35" E. for 312.15 feet to a 1/2" ss placed, (b) N. 42°38'33" E. for 380.79 feet to a 1/2" ss placed, (c) N. 42°23'54" E. for 410.12 feet to a 1/2" ss placed, and (d) N. 42°27'18" E. for 549.90 feet to a 3/8" ss found in the center of said ancient rock fence, and at the north corner of this 133.875 acre tract.

EXHIBIT "B"

TRACT ONE. 20.0 acres out of said 133.875 acre tract conveyed to Herbert A. Yarbrough, Jr. and wife, Dorothy Yarbrough by deed from Edmund M. Longcope and wife, Bonnie M. Longcope, dated January 15, 1975 and recorded in Volume 273, Page 440, Hays County Deed Records.

TRACT TWO. 12.5 acres out of said 133.875 acre tract conveyed to the Veterans Land Board of the State of Texas by deed from Edmund M. Longcope and wife, Bonnie M. Longcope, dated August 7, 1975 and recorded in Volume 277, Page 459, Hays County Deed Records; said 12.5 acres being under Contract of Sale and Purchase from said Veterans Land Board to Herbert Amos Yarbrough, Jr. (being the same person as Herbert A. Yarbrough, Jr., above mentioned), by instrument dated August 12, 1975 and recorded in Volume 277, Page 462, Hays County Deed Records.

TRACT THREE. 21.10 acres out of said 133.875 acre tract conveyed to David George Huffman and wife, Rebecca A. Huffman by Deed from Edmund M. Longcope dated June 12, 1975 and recorded in Volume 276, Page 340, Hays County Deed Records.

TRACT FOUR. 10.0 acres out of said 133.875 acre tract conveyed to the Veterans Land Board of the State of Texas by deed from Edmund M. Longcope and wife, Bonnie M. Longcope, dated July 25, 1975 and recorded in Volume 277, Page 397, Hays County Deed Records; said 10.0 acres being under Contract of Sale and Purchase from said Veterans Land Board to Thomas William Beels by instrument dated August 3, 1975 and recorded in Volume 277, Page 393, Hays County Deed Records.

TRACT FIVE. 55.99 acres out of said 133.875 tract conveyed to Jack H. Walters by Deed from E.M. Longcope dated June 16, 1976 and recorded in Volume 285, Pages 357-360, Hays County Deed Records.

TRACT SIX. The remainder of said 133.875 acre tract belonging to said Edmund M. Longcope and wife, Bonnie M. Longcope.

6. Then with the average of the center of said ancient rock fence found on the north east boundary of this 133.875 acre tract and on the south west boundary of the Corrie J. Smith 382.52 acre tract as described in the deed recorded in the H.C.D.R. Vol. 131, page 281, on the following courses: (a) S. 45°58'58" E. for 426.13 feet to a 1/2" ss placed at the Texaco Pipe Line Crossing, (b) S. 46°05'40" E. for 465.17 feet to a 1/2" ss placed, (c) S. 45°14'43" E. for 600.25 feet to a 1/2" ss placed, (d) S. 45°21'58" E. for 566.24 feet to a 1/2" ss placed beside a 20" forked L.O. tree, (e) S. 46°02'40" E. for 484.40 feet to a 1/2" ss placed, (f) S. 45°51'03" E. for 425.97 feet to a 1/2" ss placed at a corner of said ancient rock fence, (g) S. 18°07'24" W. for 25.87 feet to a 1/2" ss placed at another corner of said rock fence; and from which ss a 12" L.O. marked X bears S. 44°44' W. at 89.31 feet, a 27" L.O. marked X bears N. 33°49' W. at 56.95 feet, and a 10" L.O. marked X bears S. 30°07' W. at 67.81 feet, and continue with said ancient rock fence, (h) S. 45°57'30" E. for 204.01 feet to the POINT OF BEGINNING and containing 133.875 acres of land.

STATE OF TEXAS }
COUNTY OF HAYS }

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

November 28, 1978



Lydia B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

135899

FILED
HAYS COUNTY, TEXAS

FEB 6 AM 9 47

and that same will present a neat and attractive appearance.
DECLARATION OF RESTRICTIVE COVENANTS AND USE LIMITATIONS
be placed onto said property. All single family

THE STATE OF TEXAS)
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

COUNTY CLERK

THAT K & L Enterprises, a general partnership, for the purposes
of instituting and carrying out a uniform plan or scheme for the
development and sale of the following described lands in Hays
County, Texas, to-wit:

74.21 ACRES OF LAND SITUATED IN THE J. M. VERAMENDI
LEAGUE NO. 1, ABST. 17, AND THE T. J. CHAMBERS SURVEY,
ABST. 2, HAYS COUNTY, TEXAS, ACCORDING TO METES AND
BOUNDS DESCRIPTION ATTACHED HERETO AND MARKED
EXHIBIT "A", AND BEING ALSO KNOWN AS TURKEY HOLLOW, A
SUBDIVISION IN HAYS COUNTY, TEXAS;

does hereby DECLARE, ADOPT, IMPOSE AND DESIGNATE, and by these presents
has DECLARED, ADOPTED, IMPOSED, AND DESIGNATED, in behalf of itself
and its successors, legal representatives, and assigns, as the owner
of all such lands the hereinafter recited restrictive covenants and
use limitations covering all of such land, with it being expressly
here provided that all such restrictive covenants and use limitations
shall become a part of all contracts for sale, contracts for deed,
deeds and other legal instruments whereby the title or possession of
any part or portion of such property as hereafter conveyed or trans-
ferred, such restrictive covenants and use limitations being as follows,
to-wit:

1. That all of the above described lands and premises shall hereafter be used for residential purposes only.
2. That on any lot in Turkey Hollow subdivision there shall be permitted one, and only one, single family residential unit, together with one, and only one, guest house (which guest house shall not be used for rental purposes). Each such single family residence or guest house shall be set back at least 25 feet from the boundary line of the roadway adjacent thereto, at least five feet from the rear property line, and at least 7 feet from each side property line. Any residence or guest house shall be constructed of new materials in a good and workmanlike manner to the



end that same will present a neat and attractive appearance. No building previously constructed elsewhere shall be moved onto said property. All single family residences shall contain at least 1,350 square feet of floor area, exclusive of open porches, garages, carports, and patios, and all guest houses shall contain at least 600 square feet of floor area exclusive of open porches, garages, carports, and patios. No single family residence or guest house shall exceed 24 feet in height, measured from the ground to the highest point of the roof.

3. That all lots shall not be further subdivided.
4. A. That the entire exterior walls of all structures shall be built of at least 51% masonry and/or glass.
B. Any building hereafter constructed on any portion of such property must be completed within one year after the commencement of work thereon or the placing of materials therefor on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the word "completed", is also meant the finishing of all such exterior walls;
C. Each residential dwelling shall contain two car covered garage or carport.
D. Each residential dwelling shall contain an asphalt or concrete driveway.
E. No parking of mobile homes, camping vehicles, or hauling trailers will be permitted in front of homes.
5. That no garage, shack or temporary buildings will be permitted on any lot as temporary living quarters thereon.
A guest house may be constructed provided the same is built in conjunction with or after the main dwelling unit to which it is appurtenant is built. No existing dwelling, building, or structure may be relocated or moved onto any lot. No mobile or modular home or portable building may be placed on any lot.
6. That all sewage disposal systems constructed on said property shall be of the septic tank and field drains type as

recommended by the Texas State Health Department, and in no event will a cesspool or outdoor toilet be permitted on said property; the design of such septic tanks and drain fields shall be submitted to and approved by the County health official of Hays County and the installation and construction of such septic tanks and drain fields shall be inspected and approved by said health official; and

7. That no animals or fowl will be permitted on any part of such property other than domestic dogs and cats.

8. That no part or portion of such property shall be used

as a junkyard or as an area for the accumulation of scrap, used materials, inoperative automobiles or inoperative machinery, and all trash and garbage shall be kept in closed, sanitary containers. No part or portion of such property shall be used for any purposes that become an annoyance or nuisance to the other owners of said property.

There shall be no quarrying, mining, excavation, or removal of timber except what is necessary for the construction of dwellings or outbuildings on the property; and

9. That hunting will not be permitted on any parcel herein described.

10. That no signs shall be placed on said property other than one "For Sale" sign per lot, and any such "For Sale" sign shall not exceed 3 square feet in area.

If through error or oversight or mistake an owner of a lot builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other lots. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels in said land to change, alter or violate any of the restrictions and limitations herein contained.

The undersigned hereby retains the right, in the furtherance of the uniform plan for the development of such property to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the uniform plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof.

The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise, of said land whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any parcel of said land, including any person procuring the right by contract to acquire title to any parcel of said land, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations thereon, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Hays County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired title to, or the right to acquire title to, any parcel of land.

The restrictive covenants and use limitations herein published and impressed on all parcels of said lands shall be binding on all of the owners of parcels or portions of said land for a period of twenty-five (25) years from and after date hereof, and from and after such date shall automatically be extended for an additional term of twenty-five (25) years unless by a vote of three-fourths (3/4)

of the record owners of such land calculated on an acreage basis, and that he executed the same as its General Partner and as the with each husband and wife being considered as one owner, taken prior to expiration of said twenty-five (25) years and filed for record in the Deed Records of Hays County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said land.

It is expressly understood that the undersigned, its successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive and the undersigned, its successors, legal representatives and assigns, or any other person or persons, owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

WITNESS ITS HAND this the _____ day of May, A.D. 1979.

K & L ENTERPRISES

BY:

Kenneth V. Kraus
KENNETH V. KRAUS, General Partner

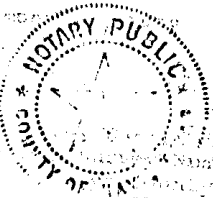
Edmund M. Longcope
EDMUND M. LONGCOPE, General Partner

THE STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority, on this day personally appeared KENNETH V. KRAUS, a member of the partnership of K & L ENTERPRISES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said K & L ENTERPRISES, a general partnership,

and that he executed the same as its General Partner and as the act of such partnership for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29th day of May, A.D. 1979.



H. S. BENTLEY
Notary Public in and for
Hays County, Texas

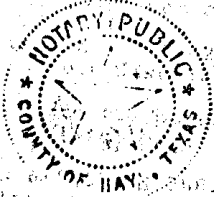
Susie Moore

ED LONGCOPE - 74
Notary Public in and for
Hays County, Texas

of 74.21 acres of land situated in the S.W. corner of Section 1, T. 12 N., R. 10 W., 1st Dist., Hays County, Texas. Said 74.21 acre tract is part of a larger tract (hereinafter called the "parent tract") owned by Ed H. Longcope, et al to whom it is conveyed by deed of conveyance bearing date of the 14th day of May, 1979.

Before me, the undersigned authority, on this day personally appeared EDMUND M. LONGCOPE, a member of the partnership of K & L ENTERPRISES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said K & L ENTERPRISES, a general partnership, and that he executed the same as its General Partner and as the act of such partnership for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29th day of May, A.D. 1979.



Susie Moore

Notary Public in and for
Hays County, Texas

... to the left, the values of which are...
... and the long chord...
... 361.9 feet to...
... tract, ends of corner being marked with iron
... 1,007.4 feet;
... 155.9 feet;
... 88.4 feet;
... 170.0 feet;
... 54.3 feet;
... 279.2 feet;
... 108.5 feet;
... 219.1 feet to the northeast line of McCarty

... with said northeast line, ends of courses being marked with iron stakes found, as follows:

"PARTIAL A" PAGE 1

3654

November 10, 1978

H. S. BETTERS WORTH

ENGINEER SURVEYOR
Box 987, SEGUIN, TEXAS 78155
(A. C. 812) - 379-5582

**ED LONGCOPE - 74.21 ACRE
TRACT**

Field notes describing 74.21 acres of land situated in the J.M. Veramendi Survey Number 1, Abst. 17 and the T. J. Chambers Survey, Abst. 2, Hays County, Texas. Said 74.21 acre tract is part of a tract called 368.436 acres (hereinafter called the parent tract) in conveyance from Harold H. Fehlis, et al to Edmund M. Longcope, et al recorded in Volume 249 at page 950 of the deed records of said county and is described by metes and bounds, as follows:

BEGINNING at the east corner of the parent tract, said corner being in the northwest right-of-way line of Farm-to-Market Road Number 2439 and situated N 39° 25' E 259.2 feet from a concrete right-of-way marker;

THENCE with the northwest right-of-way line of Farm-to-Market Road Number 2439, ends of courses being marked with concrete right-of-way markers, as follows:

along a circular curve to the left, the radius of which is 1,949.9 feet and the long chord of which bears S 39° 25' W 259.2 feet;
thence S 32° 02' W 361.9 feet to the southeast corner of the tract herein described;

THENCE into the parent tract, ends of courses being marked with iron stakes, as follows:

N 64° 57' W 758.0 feet;
thence N 59° 17' W 1,067.4 feet;
thence S 9° 31' W 155.9 feet;
thence N 88° 21' W 48.4 feet;
thence S 39° 34' W 130.7 feet;
thence S 3° 52' E 54.3 feet;
thence S 66° 52' W 275.2 feet;
thence S 38° 26' W 109.9 feet;
thence S 56° 39' W 219.1 feet to the northeast line of McCarty Lane;

THENCE with said northeast line, ends of courses being marked with iron stakes found, as follows:

EXHIBIT A Page 1

EXHIBIT A Page 2

VOL 338 ~~Box~~ 88

STATE OF TEXAS }
COUNTY OF HAYS }

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



February 7, 1980
Grace P. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

H. S. BETTERS WORTH

ENGINEER SURVEYOR
Box 987, SEGUIN, TEXAS 78155
(A. C. 812) - 579-5552

3654

page 2

November 10, 1978

74.21 acres of land situated in the J.M. Veramendi Survey Number 1, Abst. 17 and the T.J. Chambers Survey, Abst. 2, Hays County, Texas.

N 41° 11' W 123.0 feet;
thence N 46° 04' W 514.4 feet to the south corner of a 10.016 acre tract previously conveyed out of the parent tract;

THENCE with the southeast line of said 10.016 acre tract, ends of courses being marked with iron stakes found, as follows:

N 37° 06' E 703.5 feet;
thence N 22° 45' E 479.1 feet;

THENCE with the fence along said line, N 22° 12' E 410.7 feet to the southeast line of a 10.396 acre tract previously conveyed out of the parent tract;

THENCE with fence along said southeast line, N 45° 42' E 431.2 feet to an iron stake found marking a common corner of said 10.396 acre tract and said 10.016 acre tract;

THENCE with fence along the northeast line of the parent tract, S 45° 42' E 155.3 feet to the approximate location of a common line of the T.J. Chambers and J.M. Veramendi Surveys;

THENCE continuing with fence along the northeast line of the parent tract, as follows:

S 12° 29' E 3.6 feet;
thence S 44° 31' E 63.2 feet;
thence S 45° 24' E 378.8 feet;
thence S 48° 12' E 214.9 feet;
thence S 46° 52' E 1,561.5 feet;
thence S 48° 45' E 360.0 feet to the place of beginning and

containing 74.21 acres of land, approximately 2.4 acres of which are in the T.J. Chambers Survey and the remainder in the J.M. Veramendi Survey.

I hereby certify that the foregoing field notes describe the results of an on-the-ground survey made under my supervision in October, 1978.

H. S. BETTERS WORTH

(Subdivision)

59-7-12

Vol. 338 378

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of Hays

136126

That the undersigned Kenneth V. Kraus and Ed Longcope for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Hays, State of Texas, and more particularly described as follows:

A tract of land located approximately one miles South from the town of San Marcos (Show direction above) and recorded in Volume

2 Page 135-136 of the Hays County Plat Re-

ords and to be known as the Turkey Hollow Subdivision; and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In the event any of the separate tracts within the above described subdivided area are in the process of being sold or have been sold prior to the granting of this easement, the Grantor does hereby agree to and will assume any and all liability and will protect Pedernales Electric Cooperative, Inc. from any damage claims resulting from the location of electric facilities installed by Pedernales Electric

Cooperative, Inc., including the removal of plants and trees during the construction of electric facilities.

The undersigned covenants that he is authorized to execute this easement for the Turkey Hollow subdivision.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 7th day of February, 19 80.

Kenneth V Kraus L.S.
Ed Longoops L.S.

338
379

THE STATE OF TEXAS

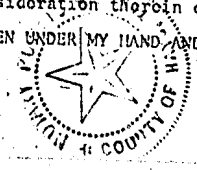
County of Hays

BEFORE ME, Susie Moore, a Notary Public in and for Hays County, Texas, on this day personally appeared

Kenneth V. Kraus and Ed Longoops

known to me to be the person s whose name s is/are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of Feb. A.D. 1980.



DEEDS
Hays County, Texas

Susie Moore

Vol. 338 p. 380

250 800

STATE OF TEXAS
COUNTY OF HAYS

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

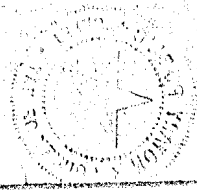


February 11, 1980
George W. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

George W. Clayton
COUNTY CLERK

FILED
HAYS COUNTY, TEXAS
80 FEB 13 PM 4 38

*McC
Pete Sumner Bell
PO Box 467
Bellevue, TX 78005
302 5938*



The undersigned hereby retains the right, in the furtherance of the uniform plan for the development of such property to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the uniform plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof.

EXECUTED this 9 day of March, A.D., 1981.

K & L Enterprises

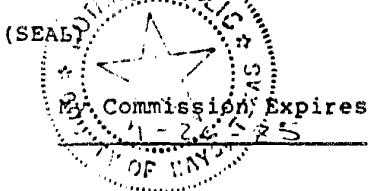
Kenneth V. Kraus
Kenneth V. Kraus, General Partner

Edmund M. Longcope
Edmund M. Longcope, General Partner

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH V. KRAUS, a member of the partnership of K & L ENTERPRISES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said K & L ENTERPRISES, a general partnership, and that he executed the same as its General Partner and as the act of such partnership for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this the 9th day of March, A.D. 1981.

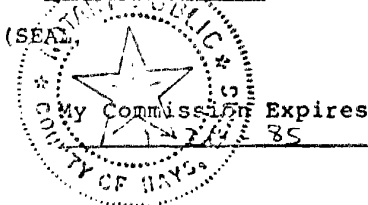


Susie Moore
Notary Public in and for
Hays County, Texas
Susie Moore

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared EDMUND M. LONGCOPE, a member of the partnership of K & L ENTERPRISES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said K & L ENTERPRISES, a general partnership, and that he executed the same as its General Partner and as the act of such partnership for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this the 9th day of March, A.D. 1981.



Susie Moore
Notary Public in and for
Hays County, Texas
Susie Moore

370 652

STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on
the 5th day of February 1982 at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the named RECORDS
of Hays County, Texas, as stated hereon by me



February 5 1982
By: Dell B. Clayton
COUNTY CLERK
HAYS COUNTY, TEXAS

FILED
HAYS COUNTY, TEXAS
'82 FEB 4 PM 3 52

Dell B. Clayton
COUNTY CLERK

RETURN TO:
Federal Land Bank
P.O. Box 787
San Marcos, Texas 78666

#4284
7-11-83
17.
397 469

AMENDMENTS TO
DECLARATION OF RESTRICTIVE COVENANTS
AND USE LIMITATIONS

171933

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

That WHEREAS, on May 29, 1979, K & L ENTERPRISES, a Texas general partnership, imposed certain restrictive covenants upon that tract of 74.21 acres of land in the J. M. Veramendi League No. 1, Lot 17, and the T. J. Chambers Survey, Abst. No. 2, in Hays County, Texas, which 74.21 acre tract was more fully described in said restrictive covenants as recorded in Volume 338, pages 81-88, Hays County Deed Records, reference to which is here made for all pertinent purposes; and

WHEREAS, said restrictive covenants contained the following provision: "The undersigned hereby retains the right, in the furtherance of the uniform plan for the development of such property to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the uniform plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof", and

WHEREAS, K & L ENTERPRISES desires to make certain amendments to said restrictive covenants, which in its best judgment, will further its uniform plan for the development of the property;

NOW, THEREFORE, know all men by these presents:

That K & L ENTERPRISES, acting by and through its General Partners, KENNETH V. KRAUS and EDMUND M. LONGCOPE, does hereby amend paragraphs 2 and 3 of said restrictive covenants to read as follows:

- 2. That on any lot in Turkey Hollow subdivision there shall be permitted one, and only one, single family residential unit, together with one, and only one guest house (which guest house shall not be used for rental

DEEDS
Hays County, Texas

purposes), except for lots resubdivided in accordance with paragraph 3 hereinafter;

3. That all lots shall not be further subdivided, except for lots 5, 7, 8, 14, 15, 16, 17, 39, 40, 41, 45 and 46, which may be subdivided in accordance with resubdivision plats filed for record with the County Clerk of Hays County, Texas.

K & L ENTERPRISES does further provide and stipulate that all previous resubdivisions of lots in Turkey Hollow Subdivision, accomplished by warranty deeds duly executed by K & L ENTERPRISES or its assigns, and filed for record, are hereby expressly approved, ratified and confirmed and shall in no way be considered a violation of any of the restrictive covenants, as amended.

The Federal Land Bank of Texas joins herein solely for the purpose of evidencing its written consent to this amendment, as required by Modification of Restrictions dated March 9, 1981, recorded in Volume 370, pages 650-651, Hays County Deed Records.

EXECUTED this the 8th day of July, 1983.

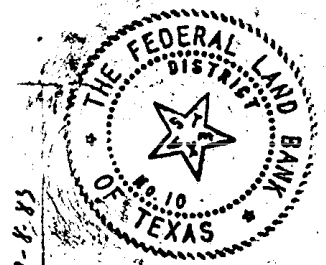
THE FEDERAL LAND BANK OF TEXAS

By: Gary M. Vaughn
Gary M. Vaughn Vice-President

K & L ENTERPRISES

By: Kenneth V. Kraus
KENNETH V. KRAUS, General Partner

By: Edmund M. Longcope
EDMUND M. LONGCOPE, General Partner



AP 7-8-83

THE STATE OF TEXAS §
 §
COUNTY OF Texas §

This instrument was acknowledged before me on this 8th day of July, 1983, by Gary M. Vaughn, Vice-President, of THE FEDERAL LAND BANK OF TEXAS, a Texas corporation, on behalf of said corporation.



Violt Holden
NOTARY PUBLIC, State of Texas
VIOLT HOLDEN
My Commission Expires November 16, 1985
(Print or type name of Notary)
My commission expires: _____

172461

FILED
HAYS COUNTY, TEXAS

AMENDMENTS TO
DECLARATION OF RESTRICTIVE COVENANTS
AND USE LIMITATIONS

JUL 25 PM 1 39

Lyndell C. ...

THE STATE OF TEXAS
COUNTY OF HAYS

))
))
))

COUNTY CLERK
KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, on May 29, 1979, K & L Enterprises, a Texas general partnership, imposed certain restrictive covenants upon that tract of 74.21 acres of land in the J. M. Veramendi League No. 1, Lot 17, and the T. J. Chambers Survey, Abst. No. 2, described in said restrictive covenants as recorded in Volume 338, pages 81-88, Hays County Deed Records, reference to which is made here for all pertinent purposes; and

WHEREAS said restrictive covenants contained the following provision: "The undersigned hereby retains the right, in the furtherance of the uniform plan for the development of such property to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgement and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the uniform plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof," and

WHEREAS K & L Enterprises desires to make certain amendments to said restrictive covenants, which in its best judgement, will further its uniform plan for the development of the property, and

WHEREAS K & L Enterprises wishes to eliminate any ambiguity concerning how it will apply the above cited covenant allowing it to amend or apply variances that will further its uniform plan for the development of the said property:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That K & L Enterprises, acting by and through its General Partners, KENNETH V. KRAUS and EDMUND M. LONGCOPE does hereby amend the DECLARATION OF RESTRICTIVE COVENANTS AND USE LIMITATIONS abrogating, abandoning, and

DEEDS
Hays County, Texas

Amendments to Declaration of Restrictive
Covenants and Use Limitations, page 2

nullifying the right of K & L Enterprises to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations EXCEPT THAT K & L ENTERPRISES RETAINS THE RIGHT TO EXECUTE AMENDMENTS TO: (1) the sentence in Restriction #2 which reads: "Each such single family residence or guest house shall be set back at least 25 feet from the boundary line of the roadway adjacent thereto, at least five feet from the rear property line, and at least 7 feet from each side property line," such amendments to recite the reason for the amendment or variance therefore, such as "to protect certain trees on the property" or "to enhance the beauty of the natural terrain of the property," or some such language to explain the reason for the amendment or variance.

(2) the sentence in Restriction #2 which reads: "no single family residence or guest house shall exceed 24 feet in height, measured from the ground to the highest point of the roof.

(3) Restriction #3 which reads, as amended: "All lots shall not be further subdivided, except for lots 5, 7, 8, 14, 15, 16, 17, 39, 40, 41, 45, and 46, which may be subdivided in accordance with resubdivision plats filed for record with the County Clerk of Hays County, Texas." This right shall only be valid by filing an amendment with the Hays County Deed Records before resubdividing any additional lots.

(4) Restriction #4A which reads: "that the entire exterior walls of all structures shall be built of at least 51% masonry and/or glass. Any building hereafter constructed on any portion of such property must be completed within one year after the commencement of work thereon or the placing of materials therefore on said property, which occurs the earliest, and in connection therewith it is understood that by the use of the word "completed" is also meant the finishing of all such exterior walls."

In addition, Restriction #4D is amended to read: "No parking of camping vehicles, or hauling trailers will be permitted in front homes for an unreasonable period of time."

The Federal Land Bank of Texas joins herein solely for the purpose of evidencing its written consent to this amendment, as required by Modification of Restrictions dated March 9, 1981, recorded in Volume 370, pages 650-651, Hays County Deed Records.

Amendments to Declaration of Restrictive Covenants and Use Limitations, page 3

THESE AMENDMENTS EXECUTED THIS 25 day of July, 1983.

THE FEDERAL LAND BANK OF TEXAS

by Gary M. Vaughn, Vice-President

K & L ENTERPRISES

by Kenneth V. Kraus, General Partner

by Edmund M. Longcope, General Partner

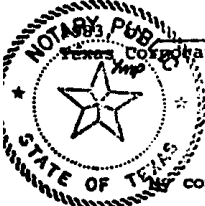
CERTIFICATIONS

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 22nd day of July, 1983.

Gary M. Vaughn Vice-President of the Federal Land Bank of Texas, a Texas Corporation, on behalf of said corporation.



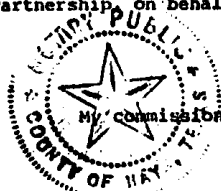
Lynda M. Parker, Notary Public in and for Hays County, Texas

LYNDA M. PARKER My Commission Expires June 28, 1986

STATE OF TEXAS COUNTY OF HAYS

This instrument was acknowledged before me on this 22nd day of July, 1983 by KENNETH V. KRAUS, General Partner of K & L Enterprises, a Texas General Partnership, on behalf of said partnership.

Susie Moore, Notary Public in and for Hays County, Texas

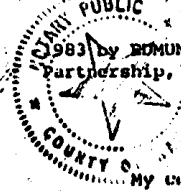


I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Hays County, Texas, as stamped herein by me

STATE OF TEXAS COUNTY OF HAYS

This instrument was acknowledged before me on this 23 day of July, 1983 by EDMUND M. LONGCOPE, General Partner of K & L Enterprises, a Texas General Partnership, on behalf of said partnership.

July 26, 1983, County Clerk, Hays County, Texas



Delores Ann Boudin, Notary Public in and for Hays County, Texas

My commission expires 12-15-1988

15/37
FN/NC
AUG 25 2003
CITY CLERK
City of San Marcos
FILED
AT 11:40 AM
FOR CLOCK 1M

ORDINANCE NO. 2003- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, DISANNEXING FROM THE CITY A TRACT OF LAND CONTAINING 393 ACRES, MORE OR LESS, LOCATED IN THE VICINITY OF THE WILLOW CREEK ESTATES SECTIONS 1, 2 AND 3, LAUREL ESTATES, TURKEY HOLLOW AND QUARRY SPRINGS SUBDIVISIONS; INCLUDING PROCEDURAL PROVISIONS; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. The City Council of the City of San Marcos, Texas, provided an opportunity for all interested persons to be heard at two public hearings, held on September 2, 2003 and on September 8, 2003, to consider the proposed disannexation by the City of 393 acres, more or less, consisting of the two tracts of land described on the attached Exhibit A and Exhibit B (the "Disannexation Area"), located in the vicinity of the Willow Creek Sections 1, 2, and 3, Laurel Estates, Turkey Hollow and Quarry Springs subdivisions, in Hays County, Texas.

2. A notice of each of the public hearings was published in the San Marcos Daily Record, a newspaper having general circulation in the City and in the Disannexation Area, on August 21, 2003 and August 27, 2003. A notice of the public hearings was also posted on the City's Internet website on August 21, 2003, and this notice remained posted on the website until the dates of the hearings.

3. Notice of all meetings of, and all deliberations of, the City Council involving the disannexation of the Disannexation Area, including the public hearings and the votes on adoption of this ordinance, were done and performed in accordance with the Texas Open Meetings Law, TEX. GOV'T CODE ANN. Chapter 551, as amended.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

SECTION 1. The recitals of this ordinance are approved and adopted as though fully set forth in this section of this ordinance, and all exhibits attached to this ordinance, as referred to in the recitals, are incorporated herein for all purposes.

SECTION 2. The Disannexation Area is disannexed from the City of San Marcos, Texas.

SECTION 3. The corporate limits of the City are revised to exclude the Disannexation Area.

SECTION 4. The City Clerk will publish notice of adoption of this ordinance within 10

days of the date of its adoption. This ordinance will take effect 10 days after the date of its adoption.

Approved on first reading on September 29, 2003.

Approved on second reading on October 6, 2003.

Passed, approved and adopted on October 13, 2003.



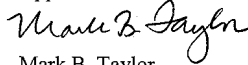
Robert Habingreither
Mayor

Attest:



Janis K. Womack
City Clerk

Approved:



Mark B. Taylor
City Attorney

PUBLISHED IN THE SAN MARCOS DAILY RECORD ON THURSDAY, OCTOBER 16, 2003.

DESCRIPTION

FOR A 227.93-ACRE TRACT OF LAND BEING OUT OF J. M. VERAMENDI LEAGUE SURVEY NO. 1 AND JOHN WILLIAMS SURVEY IN HAYS COUNTY, TEXAS, SAID 227.93-ACRE TRACT BEING COMPRISED OF (1) LAUREL ESTATES, BOOK 1, PAGE 24, PLAT RECORDS OF HAYS COUNTY, TEXAS, (2) LAUREL ESTATES, UNIT 2, BOOK 1, PAGE 62, PLAT RECORDS, HAYS COUNTY, TEXAS, (3) QUARRY SPRING, SECTION 1, BOOK 6, PAGE 297, PLAT RECORDS, HAYS COUNTY, TEXAS, (4) QUARRY SPRING, SECTION 2, BOOK 6, PAGE 299, PLAT RECORDS, HAYS COUNTY, TEXAS, (5) TURKEY HOLLOW SUBDIVISION, BOOK 2, PAGE 135, PLAT RECORDS, HAYS COUNTY, TEXAS, (6) 1.01-ACRE TRACT OF LAND CONVEYED TO J. GARLAND WARREN BY INSTRUMENT RECORDED IN VOLUME 391, PAGE 309 OF THE DEED RECORDS, HAYS COUNTY, TEXAS (7) 0.28-ACRE TRACT OF LAND AND 0.44-ACRE TRACT OF LAND CONVEYED TO TRUSTEE OF THE ELMER C. KNEESE TESTAMENTARY TRUST BY INSTRUMENT RECORDED IN VOLUME 905, PAGE 305 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (8) 0.28-ACRE TRACT OF LAND CONVEYED TO ALVIN F. SEILER BY INSTRUMENT RECORDED IN VOLUME 304, PAGE 744 OF SAID DEED RECORDS (9) LAUREL ESTATES ADDITION NO. 3, BOOK 2, PAGE 310 OF SAID PLAT RECORDS (10) 0.43-ACRE TRACT OF LAND CONVEYED TO MARVIN CALVIN STEHLE AND HELEN BERNICE STEHLE BY INSTRUMENT RECORDED IN VOLUME 1037, PAGE 183 OF SAID OFFICIAL PUBLIC RECORDS (11) 0.445-ACRE TRACT CONVEYED TO PAUL A. LACROIX BY DOCUMENT NO. 9908315 OF SAID OFFICIAL PUBLIC RECORDS (12) 0.44-ACRE TRACT OF LAND CONVEYED TO ROBERT GEORGE EVERITT, SR. AND MARY JO EVERITT BY INSTRUMENT RECORDED IN VOLUME 1430, PAGE 948 OF SAID OFFICIAL PUBLIC RECORDS (13) 0.44-ACRE TRACT OF LAND CONVEYED TO DALTON RAY GILLIAM AND MARSHA LOU GILLIAM BY INSTRUMENT RECORDED IN VOLUME 1380, PAGE 358 OF SAID OFFICIAL PUBLIC RECORDS (14) 0.44-ACRE TRACT OF LAND CONVEYED TO RONI ELAINE COX BY INSTRUMENT RECORDED IN VOLUME 900, PAGE 78 OF SAID OFFICIAL PUBLIC RECORDS (15) 0.44-ACRE TRACT OF LAND CONVEYED AUSTIN AREA TEACHERS FEDERAL CREDIT UNION, H. R. COFFMAN, TRUSTEE BY DEED OF TRUST INSTRUMENT RECORDED IN VOLUME 1236, PAGE 737 OF SAID OFFICIAL PUBLIC RECORDS (16) 0.44-ACRE TRACT OF LAND CONVEYED TO JACK HOWARD STAPPER AND WIFE, MELINDA H. STAPPER BY INSTRUMENT RECORDED IN VOLUME 285, PAGE 362 OF SAID DEED RECORDS, SAID 227.93-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on the intersection point of the northwesterly right-of-way line of F. M Highway No. 2439, also known as Hunter Road (right-of-way width varies) and the northeasterly right-of-way line of McCarty Lane (right-of-way width varies), same point being the most southerly corner of "Quarry Spring, Section 2" a subdivision of record in Book 6, Page 299 of the Plat Records of Hays County, Texas, for the **POINT OF BEGINNING** hereof;

THENCE departing the northwesterly right-of-way line of said F. M. Highway No. 2439, with the northeasterly right-of-way line of McCarty Lane, same being the southwesterly boundary line of said "Quarry Spring, Section 2", the following five (5) courses:

- 1) N43°50'44"W for a distance of 187.27 feet;
- 2) N46°53'15"W for a distance of 67.64 feet;
- 3) N47°00'34"W for a distance of 235.87 feet;
- 4) N43°20'20"W for a distance of 268.37 feet;

- 5) N43°37'38"W for a distance of 922.18 feet to a point in the southeasterly boundary line of "Turkey Hollow Subdivision", a subdivision according to the plat thereof recorded in Book 2, Page 135 of said Plat Records;

THENCE continuing with the northeasterly right-of-way line of McCarty Lane, same being the southeasterly boundary line of said "Turkey Hollow Subdivision", S58°58'53"W for a distance of 22.09 feet to a point being the most southerly corner of said "Turkey Hollow Subdivision";

THENCE continuing with the northeasterly right-of-way line of McCarty Lane, same being the southwestery boundary line of said "Turkey Hollow Subdivision", the following two (2) courses:

- 1) N37°57'48"W for a distance of 121.80 feet;
- 2) N43°41'43"W for a distance of 514.44 feet to a point being the most westerly corner of said "Turkey Hollow Subdivision";

THENCE departing the northeasterly right-of-way line of McCarty Lane, with the northwesterly boundary line of said "Turkey Hollow Subdivision", the following four (4) courses:

- 1) N39°28'17"E for a distance of 703.40 feet;
- 2) N25°07'17"E for a distance of 479.10 feet;
- 3) N24°34'17"E for a distance of 410.70 feet;
- 4) N48°04'17"E for a distance of 433.38 feet to a point in the southwestery boundary line of "Willow Creek Estates", a subdivision of record in Book 1, Page 203 of said Plat Records, same point being the most northerly corner of said "Turkey Hollow Subdivision";

THENCE with the southwestery boundary line of said "Willow Creek Estates" same being the northeasterly boundary line of said "Turkey Hollow Subdivision", S42°12'00"E for a distance of 158.00 feet to a point being the most southerly corner of said "Willow Creek Estates", same point being the most westerly corner of "Laurel Estates", a subdivision of record in Book 1, Page 24 of said Plat Records;

THENCE with the southeasterly boundary line of said "Willow Creek Estates", same being the northwesterly boundary line of said "Laurel Estates" the following six (6) courses:

- 1) N33°52'00"E for a distance of 38.11 feet;
- 2) N45°35'00"E for a distance of 224.05 feet;
- 3) N47°25'00"E for a distance of 207.19 feet;
- 4) N47°28'00"E for a distance of 208.16 feet;
- 5) N46°12'00"E for a distance of 208.99 feet;
- 6) N46°59'00"E for a distance of 209.52 feet, to a point being the most northerly corner of said "Laurel Estates", said point being also the most westerly corner of "Laurel Estates", Unit 2, a subdivision of record in Book 1, Page 62 of said Plat Records;

Page 3
227.93-Acre Tract "A"

THENCE continuing with the southeasterly boundary line of said "Willow Creek Estates", same being the northwesterly boundary line of said "Laurel Estates, Unit 2" the following three (3) courses:

- 1) N46°25'00"E for a distance of 200.11 feet;
- 2) N46°45'00"E for a distance of 200.35 feet;
- 3) N47°00'00"E for a distance of 535.55 feet, to a point being the most northerly corner of said "Laurel Estates, Unit 2", same point being the most westerly corner of a 35.423-acre tract of land conveyed to Tetco, Inc. by instrument recorded in Volume 753, Page 709 of the Real Property Records of Hays County, Texas;

THENCE with the northeasterly boundary line of said "Laurel Estates, Unit 2", same being the southwesterly boundary line of said 35.423-acre tract, the following three (3) courses:

- 1) S47°55'49"E for a distance of 316.37 feet;
- 2) S42°14'28"E for a distance of 366.33 feet;
- 3) S42°30'28"E for a distance of 244.20 feet to a point being the most easterly corner of Lot 69 of said "Laurel Estates, Unit 2", same point being the most northerly corner of Lot 72 of said "Laurel Estates, Unit 2", said point being also the most southerly corner of said 35.432-acre tract, same point being the most westerly corner of "Hunters Hill Subdivision, Lot 1, Block 1, Section 1", a subdivision of record in Book 6, Page 177 of said Plat Records;

THENCE continuing with the northeasterly boundary line of said "Laurel Estates, Unit 2", same being the southwesterly boundary line of Lot 1 of said "Hunters Hill Subdivision", the following three (3) courses:

- 1) S42°30'28"E for a distance of 122.10 feet;
- 2) S43°19'28"E for a distance of 244.04 feet;
- 3) S43°01'28"E for a distance of 276.30 feet to a point being the most easterly corner of Lot 81 of said "Laurel Estates, Unit 2", same point being a southeasterly corner of Lot 1 of said "Hunters Hill Subdivision", same point being a southwesterly corner of a tract of land conveyed to Tetco, Inc. in Volume 753, Page 697;

THENCE continuing with the northeasterly boundary line of said "Laurel Estates, Unit 2", same being the southwesterly boundary line said Tetco, Inc. tract conveyed by Volume 753, Page 697, the following five (5) courses:

- 1) S26°53'32"W for a distance of 556.50 feet;
- 2) S41°37'28"E for a distance of 366.80 feet;
- 3) N55°14'32"E for a distance of 264.00 feet;
- 4) S53°21'28"E for a distance of 70.00 feet;
- 5) S40°59'28"E for a distance of 174.38 feet to a point being the most easterly corner of said "Laurel Estates, Unit 2", said point being also in

the northwesterly right-of-way line of the aforementioned F. M. Highway No. 2439;

THENCE with the southeasterly boundary line of said "Laurel Estates, Unit 2", same being the northwesterly right-of-way line of said F. M. Highway No. 2439, the following five (5) courses:

- 1) **S21°25'23"W** for a distance of **152.78 feet**;
- 2) **S24°02'26"W** for a distance of **191.04 feet**;
- 3) with the arc of a curve to the right having a **radius of 1372.40 feet**, a **delta angle of 07°03'46"**, an **arc distance of 169.18 feet** and a **chord which bears S27°34'19"W** for a distance of **169.07 feet**;
- 4) **S45°34'22"E** for a distance of **3.69 feet**;
- 5) with the arc of a curve to the right having a **radius of 1107.34 feet**, a **delta angle of 10°32'17"**, an **arc distance of 203.67 feet** and a **chord which bears S36°15'04"W** for a distance of **203.38 feet** to a point being the most southerly corner of said "Laurel Estates, Unit 2", same point being the intersection point of the northeasterly right-of-way line of Suttle Avenue (50-foot right-of-way width) and the northwesterly right-of-way line of said F. M. Highway No. 2439 ;

THENCE through the right-of-way of said Suttle Avenue, with the arc of a curve to the right having a **radius of 1107.34 feet**, a **delta angle of 02°35'14"**, an **arc distance of 50.00 feet** and a **chord which bears S42°48'50"W** for a distance of **50.00 feet** to a point being the most easterly corner of a 1.01-acre tract of land conveyed to J. Garland Warren by instrument recorded in Volume 391, Page 309 of the Deed Records of said County (said most easterly corner of the Warren tract being the most easterly corner of said "Laurel Estates" recorded in Book 1, Page 24 of said Plat Records), same point being the intersection point of the southwesterly right-of-way line of Suttle Avenue and said northwesterly right-of-way line of F. M. Highway No. 2439;

THENCE continuing with the northwesterly right-of-way line of F. M. Highway No. 2439, same being the southeasterly boundary line of said "Laurel Estates" the following three (3) courses:

- 1) with the arc of a curve to the right having a **radius of 1107.34 feet**, a **delta angle of 07°18'11"**, an **arc distance of 141.14 feet** and a **chord which bears S47°45'32"W** for a distance of **141.05 feet**;
- 2) **S51°24'38"W** for a distance of **593.72 feet**;
- 3) with the arc of a curve to the left having a **radius of 1950.37 feet**, a **delta angle of 07°56'26"**, an **arc distance of 270.30 feet** and a **chord which bears S47°26'25"W** for a distance of **270.09 feet**, to a point being the most southerly corner of said "Laurel Estates";

THENCE continuing with the northwesterly right-of-way line of F. M. Highway No. 2439, same being the southwesterly boundary line of said "Laurel Estates", **N46°44'10"W** for a distance of **21.16 feet** to a point being the most easterly corner of "Quarry Springs, Section 1", a subdivision of record in Book 6, Page 297 of said Plat Records;

THENCE continuing with the northwesterly right-of-way line of F. M. Highway No. 2439, same being the southeasterly boundary line of said "Quarry Springs, Section 1", the following nine (9) courses:

- 1) with the arc of a curve to the left having a radius of 1969.86 feet, a delta angle of 06°09'47", an arc distance of 211.89 feet and a chord which bears S42°19'42"W for a distance of 211.79 feet;
- 2) S48°03'36"W for a distance of 51.02 feet;
- 3) S72°41'55"W for a distance of 65.24 feet;
- 4) S34°41'04"W for a distance of 59.84 feet;
- 5) S06°15'39"E for a distance of 56.06 feet;
- 6) S44°30'49"W for a distance of 204.97 feet;
- 7) S36°55'31"W for a distance of 233.60 feet;
- 8) with the arc of a curve to the left having a radius of 1844.86 feet, a delta angle of 02°37'05", an arc distance of 84.30 feet and a chord which bears S47°15'08"W for a distance of 84.29 feet;
- 9) S48°33'41"W for a distance of 115.81 feet to a point being the most southerly corner of said "Quarry Springs, Section 1", same point being the most easterly corner of "Quarry Springs, Section 2", a subdivision of record in Book 6, Page 299 of said Plat Records;

THENCE continuing with the northwesterly right-of-way line of F. M. Highway No. 2439, same being the southeasterly boundary line of said "Quarry Springs, Section 2", the following four (4) courses:

- 1) S48°33'41"W for a distance of 510.07 feet;
- 2) S52°50'56"W for a distance of 200.64 feet;
- 3) S42°45'26"W for a distance of 153.38 feet;
- 4) N89°23'05"W for a distance of 70.01 feet to the POINT OF BEGINNING and containing 227.93 acres of land.

Surveyor's Note:

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Bearing basis is taken from the recorded plats of "Willow Creek Estates" and "Willow Creek Estates, Section 2 and Section 3".

Jackie Lee Crow 8/31/2003
 Jackie Lee Crow Date
 Registered Professional Land Surveyor No. 5209
 Crow Surveying Company
 1800 Barton Hills Drive
 Austin, Texas 78704
 (512) 442-8434
 Job # CSC21118



DESCRIPTION

FOR A 162.28-ACRE TRACT OF LAND BEING OUT THE T. J. CHAMBERS SURVEY IN HAYS COUNTY, TEXAS, SAID 162.28-ACRE TRACT BEING COMPRISED OF (1) ALL OF WILLOW CREEK ESTATES, BOOK 1, PAGE 203, PLAT RECORDS, HAYS COUNTY, TEXAS, (2) ALL OF WILLOW CREEK ESTATES, SECTION 2, BOOK 2, PAGE 33, PLAT RECORDS, HAYS COUNTY, TEXAS, (3) LOT 101, LOT 102, LOT 107 THROUGH LOT 144, LOT 161 AND LOT 162 OF WILLOW CREEK ESTATES, SECTION 3, BOOK 2, PAGE 225, PLAT RECORDS, HAYS COUNTY, TEXAS, COUNTY, TEXAS, (4) 0.58-ACRE TRACT OF LAND CONVEYED TO CRYSTAL CLEAR WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 342, PAGE 675, DEED RECORDS, HAYS COUNTY, TEXAS, (5) 1.25-ACRE TRACT OF LAND CONVEYED TO A. DAN McCLINTOCK AND BEVERLY J. McCLINTOCK BY INSTRUMENT RECORDED IN VOLUME 1750, PAGE 484 OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, (6) 1.00-ACRE TRACT CONVEYED TO ROBERT MICHAEL FOX BY INSTRUMENT RECORDED IN VOLUME 354, PAGE 276, DEED RECORDS, HAYS COUNTY, TEXAS, SAID 162.28-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on a point being the most southerly corner of "Willow Creek Estates", a subdivision of record in Book 1, Page 203 of the Plat Records of Hays County, Texas, for the **POINT OF BEGINNING** hereof;

THENCE with the southwesterly boundary line of said "Willow Creek Estates" the following two (2) courses:

- 1) N42°12'00"W for a distance of 173.35 feet;
- 2) N43°19'00"W for a distance of 155.03 feet to a point being the most westerly corner of said "Willow Creek Estates", same point being the most southerly corner of "Willow Creek Estates, Section 2", a subdivision of record in Book 2, Page 33 of said Plat Records;

THENCE with the southwesterly boundary line of said "Willow Creek Estates, Section 2", the following eight (8) courses:

- 1) N43°19'00"W for a distance of 19.24 feet;
- 2) N49°55'00"W for a distance of 61.00 feet;
- 3) N42°07'00"W for a distance of 65.73 feet;
- 4) N43°12'00"W for a distance of 241.83 feet;
- 5) N44°12'00"W for a distance of 74.19 feet;
- 6) N46°28'00"W for a distance of 150.97 feet;
- 7) N43°49'00"W for a distance of 458.98 feet;
- 8) N42°09'00"W for a distance of 575.88 feet to a point being the most westerly corner of said "Willow Creek Estates, Section 2", same point being a southerly corner of "Willow Creek Estates, Section 3", a subdivision of record in Book 2, Page 225 of said Plat Records;

THENCE with the southwesterly boundary line of said "Willow Creek Estates, Section 3" the following three (3) courses:

- 1) N42°09'00"W for a distance of 40.38 feet;
- 2) N43°20'00"W for a distance of 538.58 feet;
- 3) N43°24'00"W for a distance of 75.47 feet to a point being the most westerly corner of said "Willow Creek Estates, Section 3", same point being the most southerly corner of the remainder portion of a 382.52-acre tract of land conveyed to Handler Smith, Colleen Smith Shelton and Jo Ann Smith Ellis by instrument record in Volume 249, Page 177 of the Deed Records of Hays County, Texas;

THENCE with the southeasterly boundary line of said remainder portion of a 382.52-acre tract of land conveyed to Handler Smith, Colleen Smith Shelton and Jo Ann Smith Ellis, same being the northwesterly boundary line of said "Willow Creek Estates, Section 3" the following six (6) courses:

- 1) N45°00'00"E for a distance of 357.47 feet;
- 2) N45°12'00"E for a distance of 50.00 feet;
- 3) S44°48'00"E for a distance of 45.00 feet;
- 4) N45°00'00"E for a distance of 620.90 feet
- 5) N49°00'00"E for a distance of 683.00 feet;
- 7) N54°00'00"E, pass at a distance of 260.16 feet a point being the most southerly corner of "Willow Creek Estates, Section 10A", a subdivision of record in Book 9, Pages 91-93 of said Plat Records, continuing for a total distance of 624.00 feet to a point being the most northerly corner of Lot 144 of said "Willow Creek Estates, Section 3, said point being also the most westerly corner of Lot 147 of said Section 3, for an angle point hereof;

THENCE with the northeasterly boundary line of said Lot 144, same being the southwesterly boundary line of said Lot 147, the southwesterly boundary line of Lot 146 of said "Willow Creek Estates, Section 3" and the southwesterly boundary line of Lot 145 of said "Section 3", S46°06'00"E for a distance of 403.58 feet to a point in the northwesterly right-of-way line of Oak Have Drive (60-foot right-of-way width), same point being the most southerly corner of said Lot 145, said point being also the most easterly corner of said Lot 144;

THENCE with the southeasterly boundary line of said Lot 145, same being the northwesterly right-of-way line of said Oak Haven Drive, the following two (2) courses:

- 1) with the arc of a curve to the left having a radius of 327.29 feet, a delta angle of 15°55'58", an arc length of 91.01 feet and a chord which bears N57°30'00"E for a distance of 90.72 feet to a point of tangency;
- 2) N49°32'00"E for a distance of 148.21 feet to a point of curvature of said right-of-way line;

THENCE departing the southeasterly boundary line of said Lot 145, through the interior of said 60-foot wide right-of-way, S40°28'00"E for a distance of 60.00 feet to a point in

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the southeasterly right-of-way line of said Oak Haven Drive, same point being the most northerly corner of Lot 107 of said "Willow Creek Estates, Section 3", said point being also the most westerly corner of Lot 106 of said "Section 3";

THENCE with the northeasterly boundary line of said Lot 107, same being the southwesterly boundary line of said Lot 106 and the southwesterly boundary line of Lot 105 of said "Section 3", S44°42'00"E for a distance of 405.84 feet to a point being the most southerly corner of said Lot 105, same being the most easterly corner of said Lot 107, said point being also the most westerly corner of Lot 101 and Lot 104 of said "Section 3", same point being the most northerly corner of Lot 100 of said "Willow Creek Estates, Section 2";

THENCE with the southeasterly boundary line of said Lot 104, same being the northerly boundary line of said Lot 101 and the northwesterly boundary line of Lot 102 of said "Willow Creek Estates, Section 3", N74°30'00"E for a distance of 253.31 feet to a point being the southeasterly corner of said Lot 104, the most northerly corner of said Lot 102 and the most westerly corner of Lot 103 of said "Section 3";

THENCE with the southwesterly boundary line of said Lot 103, same being the northeasterly boundary line of said Lot 102, S64°17'00"E for a distance of 272.39 feet to a point in the curving northwesterly right-of-way line of Rolling Oaks Drive (50-foot right-of-way width), same point being the most easterly corner of said Lot 102, said point being also the most southerly corner of said Lot 103;

THENCE through the interior of said right-of-way S25°04'47"E for a distance of 57.98 feet to point in the curving southeasterly right-of-way line of said Rolling Oaks Drive, same point being the most northerly corner of Lot 161 of said "Willow Creek Estates, Section 3", said point being also the most westerly corner of Lot 160 of said "Section 3";

THENCE with the northeasterly boundary line of said Lot 161, same being the southwesterly boundary line of said Lot 160 and the southwesterly boundary line of Lot 159 of said "Section 3", S49°30'00"E for a distance of 393.25 feet to a point being the most easterly corner of said Lot 161, same being the most southerly corner of said Lot 159, said point also being in the northwesterly boundary line of Lot 254 of "Willow Creek Estates, Section 6", a subdivision of record in Book 4, Pages 154-156 of said Plat Records;

THENCE with the northwesterly boundary line of Lot 254 of said "Section 6", same being the southeasterly boundary line of Lot 161 of said "Section 3", S23°57'00"W for a distance of 170.00 feet to a point being the most westerly corner of said Lot 254, same being a southeasterly corner of said Lot 161, said point being also the most northerly corner of Lot 63 of said "Willow Creek Estates";

THENCE with the southwesterly boundary line of Lot 254 of said "Section 6", same being the northeasterly boundary line of Lot 63 of said "Willow Creek Estates", S43°51'00"E for a distance of 79.95 feet to a point being the most southerly corner of said Lot 254, same point being the most easterly corner of said Lot 63, said point being also the most northerly corner of a 1.00-acre tract of land conveyed to Robert Michael Fox by instrument recorded in Volume 354, Page 275 of the Deed Records of Hays County, Texas;

THENCE with the northerly boundary line of said 1.00-acre tract, same being the southerly boundary line of said Lot 254 and the southerly boundary line of Lot 255 of said "Section 6", N88°16'00"E for a distance of 215.92 feet to a point being the most northerly corner of said 1.00-acre tract, same point being an angle point in the southeasterly boundary line of said Lot 255;

THENCE continuing with the southerly boundary line of said Lot 255, with the southwesterly boundary line of Lot 256 of said "Willow Creek Estates, Section 6" and with the southwesterly boundary line of Lot 257 of said "Section 6", same being the northeasterly

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boundary line of said 1.00-acre tract, S43°57'00"E for a distance of 201.19 feet to a point being the most southerly corner of said Lot 257, same point being the most easterly corner of said 1.00-acre tract, said point being in the northwesterly right-of-way line of an extension of Willow Creek Circle (50-foot right-of-way width) and shown on the plat of said "Willow Creek Estates" and the plat of said "Willow Creek Estates, Section 6";

THENCE with said northwesterly right-of-way line, same being the southerly boundary line of said Lot 257, N46°59'00"E for a distance of 117.62 feet to a point being the most northerly corner of said extension of Willow Creek Circle, same being an angle point in said southerly boundary line of Lot 257;

THENCE with the northeasterly right-of-way line of said extension of Willow Creek Circle, continuing with the southerly boundary line of said Lot 257, S43°07'00"E for a distance of 49.99 feet to a point being the most easterly corner of said right-of-way, same point being a southeasterly corner of said Lot 257, said point being also the most westerly corner of Lot 258 of said "Section 6", same point being the most northerly corner of a 0.58-acre tract of land conveyed to Crystal Clear Water Supply Corporation by instrument recorded in Volume 342, Page 675 of said Deed Records;

THENCE with the northeasterly boundary line of said 0.58-acre tract, same being the southwesterly boundary line of said Lot 258, S43°52'00"E for a distance of 218.51 feet to a point being the most easterly corner of said 0.58-acre tract, same point being the most southerly corner of said Lot 258, said point being also in northwesterly boundary line of a 35.423-acre tract of land conveyed to Tetco, Inc. by instrument recorded in Volume 753, Page 709 of the Real Property Records of Hays County, Texas;

THENCE with the northwesterly boundary line of said 35.423-acre tract, same being the southeasterly boundary line of said 0.58-acre tract, S47°02'16"W for a distance of 116.29 feet to a point being the most southerly corner of said 0.58-acre tract, same point being the most easterly corner of a 1.25-acre tract of land conveyed to A. Dan McClintock and Beverly J. McClintock by instrument recorded in Volume 1750, Page 484 of the Official Records of said County;

THENCE continuing with the northwesterly boundary line of said 35.423-acre tract, same being the southeasterly boundary line of said 1.25-acre tract, S47°02'16"W for a distance of 200.54 feet to a point being the most southerly corner of said 1.25-acre tract, same point being the most easterly corner of said "Willow Creek Estates", recorded in Book 1, Page 203 of said Plat Records;

THENCE continuing with the northwesterly boundary line of said 35.423-acre tract, same being the southeasterly boundary line of said "Willow Creek Estates", the following four (4) courses:

- 1) S45°31'00"W for a distance of 230.89 feet;
- 2) S43°52'00"W for a distance of 190.87 feet;
- 3) S45°10'00"W for a distance of 158.34 feet;
- 4) S40°29'00"W for a distance of 137.25 feet to a point being the most westerly corner of said 35.423-acre tract, same point being the most northerly corner of "Laurel Estates, Unit 2" a subdivision of record in Book 1, Page 62 of said Plat Records;

THENCE continuing with the southeasterly boundary line of said "Willow Creek Estates", same being the northwesterly boundary line of said "Laurel Estates, Unit 2" the following three (3) courses:

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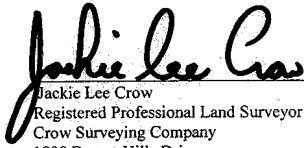
- 1) S47°00'00"W for a distance of 535.55 feet;
- 2) S46°45'00"W for a distance of 200.35 feet;
- 3) S46°25'00"W for a distance of 200.11 feet to a point being the most westerly corner of said "Laurel Estates, Unit 2", same point being the most northerly corner of "Laurel Estates", a subdivision of record in Book 1, Page 24 of said Plat Records;

THENCE continuing with the southeasterly boundary line of said "Willow Creek Estates", same being the northwesterly boundary line of said "Laurel Estates" the following six (6) courses:

- 1) S46°59'00"W for a distance of 209.52 feet;
- 2) S46°12'00"W for a distance of 208.99 feet;
- 3) S47°28'00"W for a distance of 208.16 feet;
- 4) S47°25'00"W for a distance of 207.19 feet;
- 5) S45°35'00"W for a distance of 224.05 feet;
- 6) S33°52'00"W for a distance of 38.11 feet to the POINT OF BEGINNING and containing 162.28 acres of land.

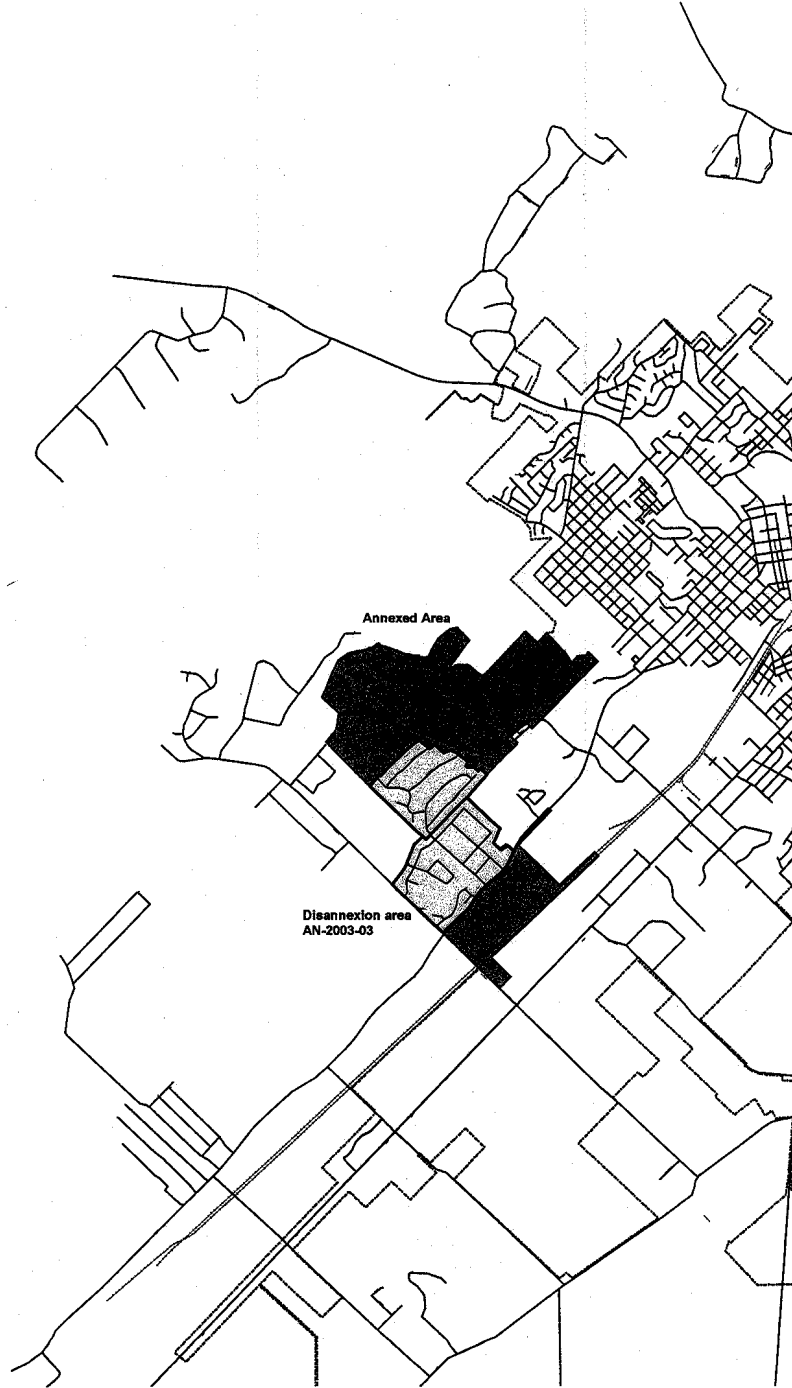
Surveyor's Note:

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Bearing basis is taken from the recorded plats of "Willow Creek Estates" and "Willow Creek Estates, Section 2 and Section 3".

 8/31/2003
Date
Jackie Lee Crow
Registered Professional Land Surveyor No. 5209
Crow Surveying Company
1800 Barton Hills Drive
Austin, Texas 78704
(512) 442-8434
Job # CSC23114

Proposed Disannexation:
Southwest San Marcos (Subareas A & F)

City of San Marcos, Planning & Development Services
October 2003

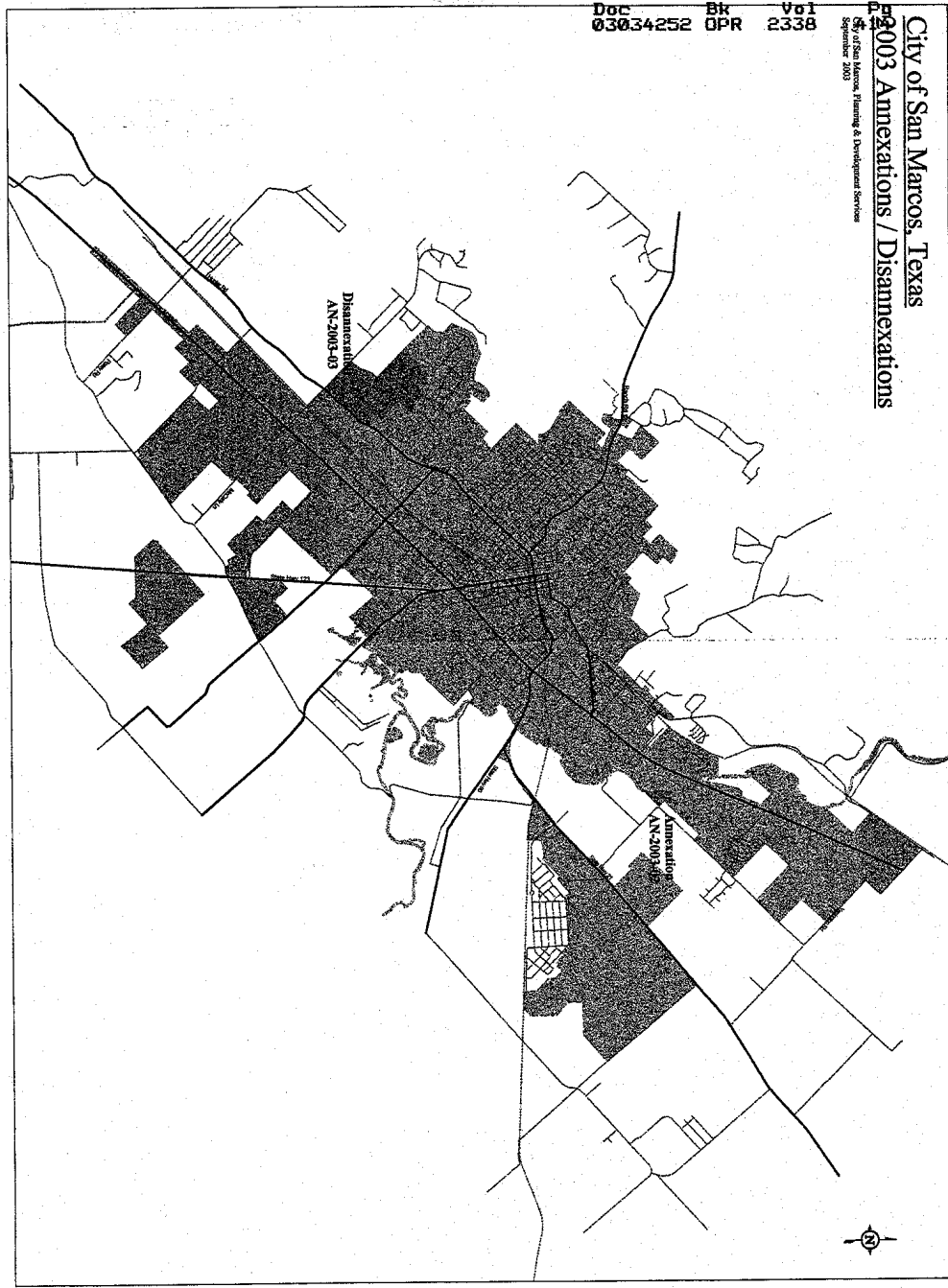


City of San Marcos, Texas

Fig 003 Annexations / Disannexations

City of San Marcos, Planning & Development Services
September, 2003

Doc 03034252 Bk DPR Vol 2338



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Oct 21, 2003 at 03:10P

Document Number: 03034252

Amount .00

By
Lynn Curry
Lee Carlisle, County Clerk
Hays County