

DEED RESTRICTIONS

Amended and Restated Declaration of Covenants
And Restrictions for Highland Creek Lakes, Hill Top Manor, Mountain
Creek Lakes, Twin Lake Hills and Valley Lake Hills Subdivisions in
Travis County and for
Hill Creek West and Deer Creek Ranch Subdivisions in Hays County

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §
COUNTY OF HAYS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, in order to create and carry out a general and uniform plan for the improvement, development, sale and use of the land contained in the Subject Subdivisions, **Deer Creek Ranch, Inc.** did establish and adopt certain Declarations of Covenants, Conditions and Restrictions (being referred to hereinafter, collectively, as the "Original Declaration"), reference to which documents is hereby made for all purposes;

WHEREAS, **Deer Creek Ranch Property Owner's Association** desires to clarify and correct inconsistencies in the provisions of the Original Declaration and to provide more detailed or further limitations on the improvement, development, sale and use of said land;

WHEREAS, **Deer Creek Ranch Property Owner's Association** desires to enhance and protect the value, attractiveness and desirability of the Lots constituting the Subject Subdivisions and for and in consideration of the mutual benefits of current owners and future owners of property in said subdivisions;

NOW, THEREFORE, **Deer Creek Ranch Property Owner's Association** does adopt these Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Subject Subdivisions which replace and supplant the Original Declaration which shall be void and no further force or effect as of the date of these Amended Restrictions are recorded in the Official Public Records of Travis County, Texas and Hays County, Texas.

ARTICLE I, DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

- A. Association - **Deer Creek Ranch Property Owner's Association**, its successors and assigns.
- B. Bylaws - the Bylaws of the Association.
- C. Board - the Board of Directors of the Association.

- D. Parks and Lakes - those Lots or areas, if any, conveyed to **Deer Creek Ranch Parks and Lakes Association** by instrument recorded in the Official Public Records of Travis County, Texas, for the exclusive use and enjoyment by all of the members of the Association and their guests.
- E. Commencement of Construction - the date on which foundation forms are set for any structural Improvement or the first day following the date that materials, equipment and other necessary supplies are placed on any Lot in connection with any nonstructural Improvement.
- F. House - the Improvement constructed on a Lot to be used as the residence of the Owner or occupant of such Lot.
- G. Improvement - every structure, improvement, fixture and appurtenances thereto of every type and kind constructed on, located on, or attached to a Lot.
- H. Livestock - domestic farm animals such as cattle, horses and sheep.
- I. Lot or Lots - each of the lots shown by the Plat of each Subject Subdivision.
- J. Owner or Owners - any person or persons, firm, corporation or other entity, or any combination thereof, that owns, of record, title to a Lot.
- K. Permanent - continuing in the same state or without essential change; enduring; durable; fixed.
- L. Plans - the final construction plans and specifications for any Improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of a Lot or Lots.
- M. Restrictions - any covenants, conditions, easements, reservations and stipulations that apply to and govern the improvements, use, occupancy and conveyance of all the Lots in the Subject Subdivisions as set out in this instrument and any amendment thereto.
- N. Rules and Regulations - rules adopted from time to time by the Board concerning the management and administration of the Subject Subdivisions for the use, benefit and enjoyment of the Owners.
- O. Subject Subdivisions - the land of all subdivisions shown above, which was developed and marketed by **Deer Creek Ranch, Inc.**, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto made subject to these Restrictions.
- P. Utility Company - any public entity, utility district, government entity or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II, GENERAL RESTRICTIONS

- A. All Lots shall be used solely for residential purposes except Lots designated as business by Deer Creek Ranch, Inc., however, no business shall be conducted on any one of these Lots which is noxious or harmful by reason of the emission of odor, dust, smoke, gas fumes, noise or vibrations.
- B. Lots designated as business may be used either for residential or business purposes; provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by the Association, its successors, assigns or designees.
- C. No Lots may be subdivided unless written approval by the Association is given to the Owner. No duplexes, condominiums or apartments shall be constructed or erected on any Lot. Absolutely no mobile homes, with or without wheels, Permanent residence in travel trailers or tents, manufactured homes or prefabricated homes will be allowed in the Subject Subdivisions. No noxious, offensive or unlawful use shall be made of any Lot.

- D. No building other than a single family residence containing not less than 1200 square feet, exclusive of open porches, breezeways, carports and garages, and having exterior walls with a minimum of 25% of this combined area in masonry, using rock, brick, stone, stucco or other surface approved by the Association, shall be erected or constructed on any residential Lot. Houses must have concrete slab foundations. Driveways must be poured concrete, asphalt or any other Permanent surface approved by the Association and must connect from the street to the House. All houses must have a minimum of a one car enclosed garage with an enclosed storage area. Garages may be detached but must conform to the design of the House and have an overhead door that closes. The height of any garage, outbuilding, barn or other structure shall not exceed the height of the main dwelling. No garage may be constructed on any Lot unless a House is also constructed at the same time. No improvements shall be erected or constructed on any Lot nearer than 30 feet, except 20 feet for a Lot with a depth of less than 101 feet, to the front property line nor nearer than 5 feet to the side property line, except that in the case of corner Lots, no improvements shall be erected or constructed within 10 feet of the side property lines adjacent to streets.
- E. A building contractor is required to place discarded trash, rubble and debris in a container located in a confined area during the construction of a House, garage and any other improvements. Any burning must follow the respective County laws.
- F. No House, building, or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph D above. Any House, building, structure or part thereof that is constructed of lumber shall be finished with not less than two (2) coats of paint or stain, whichever is applicable. No outside toilet, except that which is required during construction, shall be installed or maintained on any Lot. All plumbing shall be connected to a septic tank that is approved by the county. Before any work is done pertaining to the location of a House, garage or other improvements, approval of the location(s) and construction must first be obtained from the county and appropriate utility companies. No removal of trees or excavation of any materials other than necessary for landscaping, construction of building(s), driveways or other improvements will be permitted without prior written approval of the Association.
- G. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structure, trees, vines, plants or any other thing shall be placed in these easements which may damage or interfere with the installation or maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or Utility Company is responsible.
- H. No Lots shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste, nor shall waste be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any Lot. Material of any kind stored on a Lot shall be arranged in an orderly manner on the rear 1/3 of the Lot, shall be properly covered and shall be allowed only so long as the Association deems such storage to be in the best interest of the property.

- I. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any character shall be placed or erected on any lot or plot at any time to be used as a temporary or permanent residence, nor shall any residence of a temporary character be permitted.
- J. No advertising or "For Sale" signs shall be erected that are larger than two (2) feet by two (2) feet without prior written approval of the Association.
- K. Livestock shall not be raised, bred or kept on any Lot for any commercial purposes and must be properly contained on said property. Goats, poultry, sheep or swine shall not be kept on the property at any time. Only one (1) livestock per acre is allowed. No wild animals are allowed to be kept on any Lot.
- L. No hedge, fence or wall may be erected, placed or altered on any Lot without approval of materials and design from the Association. Approved hedges, fences or walls shall not be erected in such a manner as to obstruct vehicular or pedestrian traffic along public ways creating a safety hazard. Hedges, fences or walls shall be kept in good repair and be non-obstructive from any one side, and not exceed four (4) feet six (6) inches in height unless otherwise approved by the Association. The use of metal sheets, barbed-wire, chain or other wire fabric is prohibited. Approved hedges, fences or walls shall follow the restrictions for improvements set forth in Article II, Section D.
- M. The use or discharge of firearms is expressly prohibited in the Subject Subdivisions.
- N. No boats, trucks, unsightly vehicles or vehicles without current registration shall be stored or kept for the purpose of repair on any Lots or driveways except in enclosed garages or storage facilities protected from view.
- O. All Owners must maintain membership in the Association. The scope of this organization is to create and carry out a general and uniform plan for improvement, development and use of the land.
- P. Invalidity of any covenant or Restriction by court judgement or otherwise shall not affect, in any way, the validity of all other such covenants and Restrictions, which will remain in full force and effect.
- Q. Acquiescence in any violation shall not be deemed a waiver for the right to enforce the violation or others, the conditions so violated or any other conditions. The Association shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.
- R. The Association may authorize variances from compliance with any of the provisions or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Association when circumstances such as topography, natural obstructions, Tract configuration, Tract size, hardship, aesthetic or environmental considerations may require a variance. The Association reserves the right to grant variances as to building set-back lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Association. If any such variances are granted, no violation of the provisions shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions for any purpose except as to the particular property and particular provisions hereof covered by the variance.

ARTICLE III, MANAGEMENT AND OPERATION

The business and affairs of the association will be managed by the Board as stated in the Bylaws.

ARTICLE IV, ARCHITECTURAL CONTROL COMMITTEE

No building or structure shall be erected or constructed on any Lot until the Plans, specifications, plot plans and external design have first been approved in writing by the Association, it's successors or assigns, or such nominee as it may designate in writing. An Architectural control Committee ("Committee") shall be appointed by the Association, it's successors or assigns. It shall be the purpose of the committee, in reviewing Plans, specifications and plot plans to ensure that conformance has been met with all Restrictions. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. No improvements shall be placed or altered on any Lot until the Plans, specifications and plot plans showing location of such improvements on the Lot have been approved in writing by the Committee. All Plans and specifications shall be delivered to the Committee in care of Deer Creek Ranch Property Owner's Association, P.O. Box 90116, Austin, TX 78709, or such address as it may designate, by certified mail, return receipt requested, or be personally delivered and a written receipt secured therefore, and the date of receipt at such address shall be considered the date of delivery to the Committee. The committee may require payment by any party who submits Plans for approval of a cash fee to compensate for the expense of reviewing such Plans. The initial fee hereby set for the review of Plans is twenty-five dollars (\$25.00). If it considers that the circumstances so warrant, the Board may increase such fee without the joinder or consent of any other party. The judgement of the Committee in this respect, in the exercise of it's discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said Plans, specifications and plot plans within thirty (30) days after same has been submitted to it, it will be presumed that the same have been approved. All buildings must be completed not later than six (6) months after Commencement of Construction and no structures of any kind may be moved onto the property during construction.

ARTICLE V, ROAD MAINTENANCE

The maintenance of roads and streets is coordinated with Hays and Travis Counties by the Association. Any pot-holes that develop on the streets not maintained by Travis County are repaired by the Association. The Association also coordinates the cleanup of any trash and other discarded materials alongside streets.

ARTICLE VI, PARKS AND LAKES MAINTENANCE

The Parks and Lakes are beautiful and the facilities are for the enjoyment of all property owners in the Subject Subdivisions. The maintenance of the Upper and Lower Lakes as well as the three (3) picnic areas, playground and tennis court is contracted out by the Deer Creek Ranch Parks and Lakes Association. Fees to cover the cost of this maintenance, trash removal, Association expenses and the required insurance are paid annually by each Owner as described in the bylaws of the Deer Creek Ranch Parks and Lakes Association.

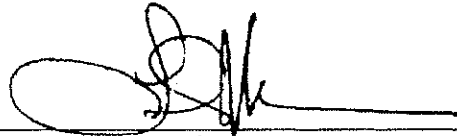
ARTICLE VII, SECURITY

The Association coordinates the participation in the Neighborhood Watch Program with both the Travis County and Hays County Sheriff Departments.

ARTICLE VIII, DURATION AND ENFORCEMENT OF RESTRICTIONS

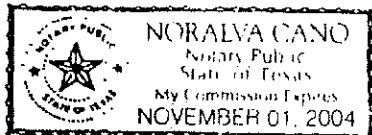
- A. Duration - These Restrictions for the Subject Subdivisions shall remain in full force and effect until January 1, 2025 and, thereafter, shall be automatically extended for additional periods of ten (10) years. The Board, at any time, may elect to amend these restrictions in whole or in part which will then require the approval of the Owners. In this circumstance, the Board will provide a voting ballot to each Owner who will have one (1) vote for each Lot owned and will provide each Owner with voting instructions. A simple majority vote to amend these Restrictions by the Owners casting ballots shall be necessary to amend these Restrictions.
- B. Enforcement of Restrictions - The Association, at the recommendation of the Board, has the right to develop a system of fines and other remedial actions that may be necessary or desirable to enforce and monitor compliance with these Restrictions. In the event that any Owner violates any of these Restrictions, the Board will provide written notice to the Owner of such violation, by hand delivery or Certified Mail to the Owner's address. The Owner shall have fifteen (15) days following receipt of such notice to cure the violation. If the Owner fails or refuses to remedy the violation, the Board may impose a fine on the Owner not to exceed \$200.00 per day for each day that the violation continues. Any fines imposed by the Board will be paid by the Owner to the Association, upon demand, and is secured and may be collected with a lien on the Owner's Lot(s).

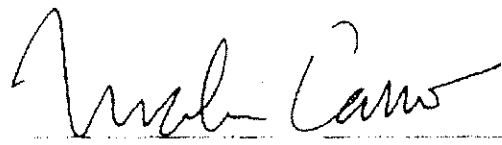
Deer Creek Ranch Property Owners Association\

By: 
 Printed Name: LESLIE A. KUBENA
 Title: PRESIDENT

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §
 §
 COUNTY OF HAYS §

This instrument was acknowledged before me on October 3 2002 by the authorized representative of Deer Creek Ranch Property Owners Association, on behalf of the Association.




 NOTARY PUBLIC, STATE OF TEXAS
 My Commission Expires: 11-01-04