

STATE OF TEXAS }  
 }  
 COUNTY OF HAYS }

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
 CREEKS LANDING DEVELOPMENT L.C. FOR  
 CREEKS LANDING SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Creeks Landing Development L.C., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the herein below described real property, and desires to create thereon a residential community with designated "Lots" (as such term is defined herein); and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the purpose of creating and carrying out a uniform plan for the improvement and sale of said property, as restricted property, and, to this end, desires to subject the real property described in Article II of this Declaration to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Declarant declares that it does hereby dedicate said property in accordance with the provisions contained herein and agrees that the real property described in Article II, shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property, as restricted property, the following restrictions upon the use of the property are hereby established and adopted subject to the provisions hereof, and shall be made part, by appropriate references to this instrument, of each and every contract and deed executed by Declarant covering all or any part of the property, except as herein otherwise provided, and the same shall be considered a part of each such contract and deed as though fully incorporated therein.

The restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon the real property described in Article II, and same shall constitute covenants running with the land, and shall be binding upon and shall inure to the benefit of the Declarant, its successors and assigns, and each such purchaser, by virtue of accepting a contract or deed covering said property, shall be subject to and bound by, such restrictions, covenants and conditions as hereinafter set forth.

ARTICLE I  
 DEFINITIONS

1.1 "Declarant" shall mean Creeks Landing Development L.C., and its successors and assigns.

1.2 "Lot" shall mean any numbered plot of land shown on the recorded subdivision map referred to above.

1.3 "Mortgage" shall mean a conventional mortgage or deed of trust.

1.4 "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

1.5 "Owner" shall mean the record owner, whether one or more or entities, of fee simple title to any Lot which is a part of the property, and shall include contract buyers, but shall not include those holding title merely as security for performance of any obligations.

1.6 "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within its jurisdiction as hereinafter provided.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold and occupied subject to this Declaration consists of the following real property located and situated in Hays County, Texas, to-wit:

Lots one (1) through twenty (20), section 1a of the Creeks Landing Subdivision, a Subdivision in Hays County, Texas, according to the maps or plat thereof, recorded in Book 7, Pages 263 and 264 of the Plat records of Hays County, Texas.

ARTICLE III  
PROPERTY RIGHTS

3.1 Other Easements

A. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Subdivision map. Within these easements, no dwelling, structure, planting, or other material shall be placed or permitted to remain thereon which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

B. Such easements, reservations, and rights of way shall at all times be open and accessible public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

3.2 Electrical Easement. There shall exist an electrical easement consisting of a strip of land ten (10) feet wide along all Lot lines and a strip of land forty (40) feet wide along all roadways and road easements.

ARTICLE IV  
USE RESTRICTIONS

The subdivision shall be occupied and used only as follows.

4.1 Each Lot shall be used for the construction and maintenance of a single family residence and for no other purpose.

4.2 No business of any kind shall be conducted on any Lot with the exception of the business of the Declarant and the transferees of Declarant in developing all of the Lots as provided in Paragraph 4.12 below.

4.3 No noxious or offensive activity shall be carried on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in paragraph 4.12 below.

4.4 No sign of any kind shall be displayed to public view on a Lot or the common area without the prior written consent of the Architectural Control Committee, except as customary name and address signs and lawn signs with the exception of the business of the Declarant and the transferees of the Declarant in developing all the Lots as provided in Paragraph 4.12 below.

4.5 The raising and keeping of hogs, poultry, fowls, or of any other livestock, on any part of the Subdivision is strictly prohibited. Any dog or cat or other pet must be kept in a fenced yard or on a leash. No pet shall be kept, bred or maintained for any commercial purpose.

4.6 No rubbish, trash, garbage, or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from public view.

4.7 No fence, hedge, wall or other dividing instrumentality over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. No fence or wall shall be erected, placed or altered on any lot unless approved by the Architectural Control Committee.

4.8 No outbuilding, basement, tent, shack, garage, shed, travel trailer, vocational vehicle, or temporary building of any kind shall be used as a temporary or permanent residence.

4.9 No repairing of motor vehicles which requires more than one day to complete shall be permitted on such Lots. No "for sale" signs may be placed upon any motor vehicle located on such Lot or parked on the street in front of such Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot or street within the subdivision for more than five (5) days. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on the street or on any portion of any Lot. No construction machinery, tractors, highway trailers, mowers, blades, etc., may be parked on any portion of any Lot or on the streets of the subdivision.

4.10 No boat, boat trailer, travel trailer, or other similar property shall be allowed to remain on any Lot in front of any home.

4.11 Manufactured homes may be removed from or added to a site only during daylight hours. Any Lot Owner for whom a Manufactured home is being moved, added to a Lot or removed from a Lot shall be liable for any and all damage resulting directly or indirectly from the moving, removal, or install of such manufactured home.

4.12 Declarant or the transferees of Declarant may undertake the work of developing all Lots within the Subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Subdivision as an ongoing

residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant or transferees of Declarant, or the employees, contractors, or sub-contractors of Declarant or Declarants transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarants transferees or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

As used in this section, the words "its transferees" specifically excludes purchasers of Lots improved with completed residences.

4.13 No exploration nor drilling shall be allowed for the purpose of extracting oil, gas, or other minerals on any Lot in the Subdivision.

4.14 The front and side setback lines shall be the same as are established from time to time by Hays County.

4.15 All electrical meter poles or electrical poles shall be installed on Lot lines and each Owner shall install meter loops on the electrical poles and shall provide only underground wiring between the meter poles and the place of use of said electrical power.

4.16 No dwelling in this subdivision shall be occupied until connected to an approved water and individual wastewater collection system. See Paragraph 4.18 below.

4.17 All Lots have a forty (40) foot setback from road right of ways.

4.18 Each inhabited structure constructed in this Subdivision shall be connected to a septic tank with capacity and drain field installed in accordance with the regulation of the county health officer and shall be inspected and approved by such officer. This restriction is enforceable by the county health unit and/or the subdivider of the tract of land covered by this plat; prior to construction Owners of Lots shall contact said health officers for approval of individual septic systems.

4.19 The side and rear of all Lots is reserved for a ten (10) foot wide Public Utility and Drainage Easement.

4.20 No butane or propane gas containers shall be placed on any Lot unless said containers are placed directly behind the improvements located and situated thereon, and are placed in such a way that the containers cannot be seen from street or from the lots immediately adjacent thereto, whether the view is obscured by plant growth or any other means not in violation of this Declaration.

4.21 No burning of trash, rubbish or garbage shall be permitted in the Subdivision.

4.22 Tongues or towing apparatus on manufactured housing shall be removed or covered within ten (10) days after set-up on any Lot.

4.23 No porch, deck, platform or stairway of a temporary nature shall be kept or placed on any Lot; but any such porch, deck, platform or stairway located on any Lot shall, within ten (10) days from the placement of the home on the Lot, be constructed thereon as a permanent structure, and in such a manner as to be compatible with the exterior concept or design of

the home or the improvements thereon. Permanent front entry must be a minimum of forty (40) square feet.

ARTICLE V  
OWNERS' OBLIGATION TO REPAIR AND MAINTAIN

5.1 Grass, weeds, and vegetation on each Lot sold by Declarant shall be kept, mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot. Structures shall be maintained and painted regularly to keep the premises in a neat order. In the event an Owner of a Lot, excluding Declarant, shall fail to keep the grass, weed vegetation mowed and trimmed on his Lot(s) in a neat and attractive manner, to remove dead trees, shrubs, vines and plants from the Lot(s) and to regularly paint and maintain the premises in neat order, as aforesaid, the Declarant, its successors and assigns, may, at its option and expense, but without being required to do so, have the grass, weeds and vegetation cut and trimmed, remove dead shrubs, trees and plants, and paint and maintain the premises in neat order when and as often as the same is necessary in its sole judgement and opinion, and may bill the Owner of such Lot thereof.

5.2 No Lot sold by Declarant shall be used or maintained as a dumping ground for rubbish. Trash and garbage or other wastes shall not be kept except in sanitary containers located in appropriate areas concealed from public view. Garbage cans must be placed and must be removed from the streets on the same day as the garbage is collected. In the event an Owner shall fail to remove garbage, rubbish or trash from his Lot(s), as aforesaid, then Declarant, its successors and assigns, may, at its option and expense, but without being required to do so, remove the garbage, rubbish or trash from the Lot(s) when and as often as the same is necessary in its sole judgement and opinion, and may bill the Owner thereof.

5.3 Each Owner shall maintain no less than two (2) trees growing on each particular Lot.

ARTICLE VI  
ARCHITECTURAL CONTROL

6.1 No structure shall be erected, altered, placed, or permitted to remain on any Lot except for one single family residences, porches, and accessory buildings which are attached or adjacent to the homes and an attached or adjacent private garage or carport must be approved by the Architectural Control Committee as hereinafter outlined. During the development phase of the Subdivision, it shall be permissible for Declarants or their agents to maintain a sales office upon any location ten (10) feet to the Lot lines that intersect any street.

6.2 The placement of homes, porches or other structures in the Subdivision shall be as follows: The homes shall be situated so that the side closest to the street is at least forty (40) feet from the street right-of-way. No building may be closer than ten (10) feet to the Lot lines that intersect the street right-of-way.

6.3 All porches, platforms, decks, and stairways must be compatible to your home, a minimum of forty (40) square feet, and approved by the Architectural Control Committee.

6.4 No accessory building or other structure shall be erected, placed or altered on any Lot until a complete set of building plans, specifications, and plot plans showing the location of each building have been submitted to and been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with the existing structures in the Subdivision, and as to location with respect to neighboring structures.

6.5 Each manufactured home shall be skirted within ten (10) days after setup on any Lot. Skirting must be of a material that is compatible to your home or a suitable structure and approved by the Architectural Control Committee.

6.6 Within thirty (30) days after any home is setup on any Lot, a driveway of either concrete, asphalt or gravel at least eighteen (18) feet in width and fifty (50) feet in length shall be place on the Lot by the purchaser thereof, with edging so as to contain surface substance.

6.7 No home may be place within the Subdivision unless it is at least seven hundred and eighty (780) square feet of living area in the main structure, exclusive of porches, decks, garages, carports, and patios, and manufactured homes may be no more than five (5) years old when originally placed on a Lot and approved by the Architectural Control Committee.

6.8 The restrictions on manufactured home placement apply both to original and to subsequently installed homes.

6.9 No Lot may be resubdivided to create an additional building site.

6.10 COMMITTEE MEMBERSHIP. The Architectural Control Committee is composed of DANIAL E. GREGG, CONNIE E. GREGG, and BRYANT G. BUCHANAN. A majority of the committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

6.11 PROCEDURE. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications must be submitted to the committee within thirty (30) days prior to the commencement of construction. If no action is taken by this committee within thirty (30) days after submission of plans and specifications, the approval of the Committee shall be assumed to have been given.

6.12 RIGHT OF WAIVER. The Committee shall have the right to waive any restriction if the committee deems such waiver to be in the best interest of the Lot Owner and such action will not alter the general scheme of the subdivision.

#### ARTICLE VII LIEN FOR CHARGES, PRIORITY AND SUBORDINATION

7.1 Lien. A lien hereby imposed upon each lot in the Subdivision for the benefit of the Declarant, its successors and assigns, and the Owners, their heirs and assigns, of the Subdivision Lots to secure the performance of this Declaration. All sums owed by an Owner of a Lot in accordance with the provisions of this Declaration, but unpaid by a Lot Owner and chargeable to his respective Lot, including interest thereon, shall constitute and be secured by a Lien on such Lot superior to all other liens and encumbrances, except only for (a) all taxes and special assessments levied by governmental and taxing authorities, and (b) all

first liens securing sums due or to become due for the purchase or improvements of the Lot, made in good faith and for value and secured by a first vendor's lien or first deed of trust lien filed for record prior to the time such costs, charges, expenses and/or assessments become due.

7.2 Notice of Lien. To evidence such lien the Declarant may, but shall not be required to, prepare written notice ("Notice of Lien") setting forth (i) the amount of such unpaid indebtedness and other authorized charges including, without limitation, interest, costs of collection efforts, attorney's fees, and the cost of preparing and recording the Notice of Lien, (ii) the name of the Lot Owner, a sufficient description of the Lot, and (iii) the name and address of the Declarant who may act to foreclose the lien. Such Notice of Lien shall be signed by the Declarant, and may be recorded in the office of the County Clerk of Hays County, Texas. Such lien for amounts owed shall attach from the date of the failure of payment of the charge. Such lien may be enforced by the Declarant in like manner as a deed of trust on real property upon the recording of the Notice of Lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorneys' fees. The Declarant shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

7.3 Foreclosure Sale. After advertising the time, place and terms of the sale of the Lot so in default, then subject to the lien hereof, for at least twenty-one (21) days proceeding the date of sale by posting written or printed notice thereof at the Courthouse door of Hays County, which notice may be posted by the Trustee acting, or by any person acting for him, the Declarant has at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor and Owner obligated to pay the indebtedness secured hereby according to the records of the Declarant, by the deposit of such notice, enclosed in a post-paid wrapper, properly addressed to such Owner or debtor at Owner's or debtor's most recent address as shown by the records of the Declarant, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the Lot, then subject to the lien hereof, at public auction in accordance with the United States Postal Service, the Trustee shall sell the Lot, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of Hays County on the first Tuesday in any month between the hours of ten o'clock A.M. and four O'clock P.M., to the highest bidder for cash, selling all of the Lot as an entirety, and make due conveyance to the Purchaser or Purchasers, with general warranty binding the Owner, their heirs, successors and assigns, and out of the monies arising from such sale, the Trustee acting shall pay first all the expenses of advertising the sale and making the conveyance, including a reasonable commission for himself, and then to the Declarant the full amount of principal, interest, attorneys' fees and other charges due and unpaid and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to the defaulting Owner, its successors, heirs and assigns, and the recitals in the conveyance to the purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites of the sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the defaulting Owner and its successors, heirs and assigns.

7.4 Subordination. Notwithstanding any other provision contained herein to the contrary, the lien to secure the payment of any charges provided for herein shall be subordinate to the lien of the first mortgage granted on

created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing or improving such Lot. Sale of any Lot shall not affect the lien. provided, however, that the sale or transfer of any Lot pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such charges as to payments thereof coming due prior to such sale or transfer. no sale or transfer shall relieve such Lot or the Owners thereof, from liability for any charges thereafter becoming due or from the lien thereof.

7.5 Release. Upon payment of the full amount claimed in the Notice of Lien, or other satisfaction thereof, the Declarant shall cause to be recorded a Notice of Satisfaction and Release of Lien ("Notice of Release"), stating the satisfaction and release of the amount claimed. the Declarant may demand and receive from the applicable Owner a reasonable charge for the preparation and recordation of the Notice of Release before recording it. Any purchaser or encumbrancer who has acted in good faith and extended value may rely upon the Notice of Release as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

7.6 Possession. Upon completion of the foreclosure sale, an action may be brought by the Declarant or the purchaser at the sale in order to remove a defaulting Lot Owner from possession of his former foreclosed Lot, and the defaulting Owner shall be required to pay the reasonable rental value for such Lot(s) during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. Suit to recover a money judgement for unpaid charges shall be maintainable by the Declarant without foreclosing or waiving the lien securing the same. Any recovery resulting from a suit in law or equity initiated pursuant to this Section may include recovery of such reasonable attorneys' fees and costs of suit as fixed by the Court.

7.7 Default and Interest. Any charge or expense permitted under ARTICLE V of the Declaration shall be due upon the receipt of a statement or notice of same. Any charge or expense not paid within thirty (30) days following the date of such statement or notice shall bear interest from the due date of payment at the highest lawful rate of interest, or at the rate of eighteen percent (18%) per annum, whichever is less. Upon default, the Declarant may enforce their lien, instigate collection proceedings against the Owner, and pursue such legal and equitable remedies to which it may be entitled.

7.8 Miscellaneous. The amount of the charges levied against each Lot shall also be a personal debt of the Owner thereof at the time the charge is made. Suit to recover a money judgement for unpaid charges shall be maintainable without foreclosing or waiving the lien securing the same.

Any person holding a lien on a Lot may pay unpaid charges payable with to such Lot, and upon such payment, such person shall have a lien on such Lot to secure the amount paid, such lien to be of the same rank and priority as such persons original lien.

#### ARTICLE VIII GENERAL PROVISIONS

8.1 Enforcement. Declarant or any Owner shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, if any action at law or in equity, including an action for declaratory



relief, is brought to enforce or interpret the provisions of this Declaration, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief which may be awarded. Failure by Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Severability. Invalidation of any one of the covenants or restrictions by judgement or court shall in no way affect any other provisions which shall remain in full force and effect.

8.3 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant or by any property Owner for a period of ten (10) years from the date hereof and thereafter shall continue automatically in effect for additional periods of ten (10) years. During such ten (10) year periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than seventy-five percent (75%) of the Subdivision Lots and properly recorded in the appropriate records of Hays County, Texas.

8.4 Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

8.5 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, that which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

8.6 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

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IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective this the 1st day of April, 1997.

Creeks Landing Development L.C.

By: Daniel E. Gregg

Daniel E. Gregg, General Partner

acknowledgment)

STATE OF TEXAS  
COUNTY OF HAYS

Before me the undersigned authority, on this day personally appeared Daniel E. Gregg, General Partner of Creeks Landing Joint Venture, L.C., 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 1st day of April, 1997.

Notary Public in and for the State of Texas  
My commission expires 8-6-99

ERIC C. MYERS  
printed name of Notary

C.D. Investments -  
245 Quail Ridge Dr.  
Kyle, Tx 78640

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Margie T. Villalpando

4-1-97 02:09 PM 9705294  
MENDOZA \$27.00  
MARGIE T VILLALPANDO, County Clerk  
HAYS COUNTY

20008215

SEPTEMBER 24, 1998

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213**15507 CREEK'S LANDING SECTION 1-A \* THIRD READING APPROVAL** [T1-162]

Developer Danny Grett, Trustee, presented a 20 lot subdivision for third reading approval - additional right-of-way has been dedicated to the county on CR129. Allen Walther, Environmental Health Director, advised that the Court has seen the entire subdivision (masterplan) in the past and this is the section that has no floodplain - gave staff approval on third reading. A motion was made by Commissioner Barton, seconded by Judge Etheredge to approve "Creek's Landing Section 1-A" on third reading. All voting "Aye".

**15508 SUNRISE ACRES REPLAT OF LOT 9 \* PUBLIC HEARING AND THIRD READING APPROVAL** [T1-182]

Judge Etheredge called the public hearing open - no public input was received and the public hearing was closed. Allen Walther, Environmental Health Director, gave staff approval on third reading. A motion was made by Commissioner Barton, seconded by Commissioner Molenaar to approve "Sunrise Acres Replat of Lot 9 (Lots 9A, 9B, 9C, 9D, & 9E)" on third reading. All voting "Aye".

**15509 RUSTIC OAKS LOTS 1 & 2 - VACATE COMMON LINE PUE & SETBACKS \* PUBLIC HEARING AND THIRD READING APPROVAL** [T1-195]

Judge Etheredge called the public hearing open - no public input was received and the public hearing was closed. Allen Walther, Environmental Health Director, advised that this is to accommodate building across the common lot line - gave staff approval on third reading. A motion was made by Commissioner Barton, seconded by Commissioner Molenaar to approve "Rustic Oaks Lots 1 & 2 - Vacate common line PUE & Setback" on third reading. All voting "Aye".

**15510 RIVER CREEK REPLAT OF LOT 1 \* PUBLIC HEARING AND THIRD READING APPROVAL** [T1-208]

Judge Etheredge called the public hearing open - no public input was received and the public hearing was closed. Allen Walther, Environmental Health Director, advised that one of the parcels is the road (ownership will remain with the developer) - gave staff approval. Commissioner Payne advised that Developer is placing \$5,000 in the capital improvement fund for future road improvements (to be delivered this date to Attorney Ed Phillips). A motion was made by Commissioner Payne, seconded by Commissioner Molenaar to approve "River Creek Replat of Lot 1" on third reading. Commissioner Rodriguez, Judge Etheredge, Commissioner Payne, and Commissioner Molenaar voting "Aye". Commissioner Barton voting "No".

**15511 HARMON HILLS REPLAT OF LOT H-6A \* PUBLIC HEARING AND THIRD READING APPROVAL** [T1-243]

Judge Etheredge called the public hearing open - no public input was received and the public hearing was closed. Allen Walther, Environmental Health Director, advised that lot is being replatted to facilitate a water well - gave staff approval. A motion was made by Commissioner Molenaar, seconded by Commissioner Payne to approve "Harmon Hills Replat of Lot H-6A (Lots H-6A-1 & H-6A-2) on third reading. All voting "Aye".

**MADRONE RANCH REPLAT OF LOT 45 \* PUBLIC HEARING** [T1-288]

Judge Etheredge called the public hearing open - no public input was received and the public hearing was closed. No action taken this date - final plat is not ready.

**15512 BURNETT RANCH UNIT 4 BLOCK 2 REPLAT OF LOT 5 \* PUBLIC HEARING - SECOND AND THIRD READING APPROVAL** [T1-304]

Judge Etheredge called the public hearing open - no public input was received and the public hearing was closed. Allen Walther, Environmental Health Director, advised that roadway was taken out of the lot - gave staff approval. A motion was made by Commissioner Payne, seconded by Commissioner Molenaar to approve "Burnett Ranch Unit 4 Block 2 Replat of Lot 5" on second and third readings. All voting "Aye".

I, LEE CARLISLE, COUNTY CLERK  
HAYS COUNTY, TEXAS do hereby certify that this  
is a true and correct copy as same appears of record  
in my office. Witness my hand and seal of office on:



September 26, 00

LEE CARLISLE  
COUNTY CLERK  
BY DEPUTY:

Bridget E. Cole

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Sep 27, 2000 at 03:06P

Document Number: 00023081

Amount: 9.00

Lee Carlisle  
County ClerkTerry Kleen, Deputy  
Hays County

STATE OF TEXAS  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS:

That I, Donny Gregg, trustee with my home address at 245 Quail Ridge, Kyle, Texas 78640, owner of 80.96 acres out of the John Stewart League as conveyed to me by deed dated July 11, 1996 and recorded in volume 1238, page 828, Hays County Deed Records, DO HEREBY SUBDIVIDE 15.51 Acres out of the John Stewart League, to be known as "CREEK'S LANDING, SECTION 1A," in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofor granted and do hereby dedicate to the public the use of the streets and easements shown hereon.

*Donny Gregg*  
Donny Gregg, Trustee

STATE OF TEXAS  
COUNTY OF HAYS\*

BEFORE ME, the undersigned authorities, on this day personally appeared, Donny Gregg, Trustee known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of September, 1996.

NOTARY PUBLIC in and for the  
STATE OF TEXAS

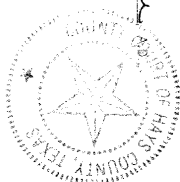


STATE OF TEXAS  
COUNTY OF HAYS\*

I, MARJORIE T. VILLAPANDO, COUNTY CLERK OF HAYS COUNTY, TEXAS, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 16th day of September, A.D. 1996, at 1:15 o'clock P.M. and duly recorded on the 16th day of September, A.D. 1996, at 1:15 o'clock P.M. in the Plat Records of Hays County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE this 16th day of September, 1996.

*Marjorie T. Villapando*  
MARJORIE T. VILLAPANDO  
COUNTY CLERK  
HAYS COUNTY, TEXAS



In approving this plat by the Commissioner's Court of Hays County, Texas, it is understood that the building of streets, roads, and other public improvements, including but not limited to this plat, shall be the responsibility of the owner and/or the public bodies having jurisdiction thereof, and shall be placed in such streets, roads or other public bodies having jurisdiction thereof, shall be the responsibility of the owner and/or the developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioner's Court of Hays County, Texas, and the Commissioner's Court of Hays County, Texas, assumes no obligation to build the streets, roads or other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith.

STATE OF TEXAS  
COUNTY OF HAYS\*

I, MARJORIE T. VILLAPANDO, COUNTY CLERK OF HAYS COUNTY, TEXAS, do hereby certify that on the 16th day of September, D. 1996, the Commissioner's Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court in Book 200.

WITNESS MY HAND AND SEAL OF OFFICE this 24th day of September, 1996.

*Marjorie T. Villapando*  
EDDY A. ETHERIDGE  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

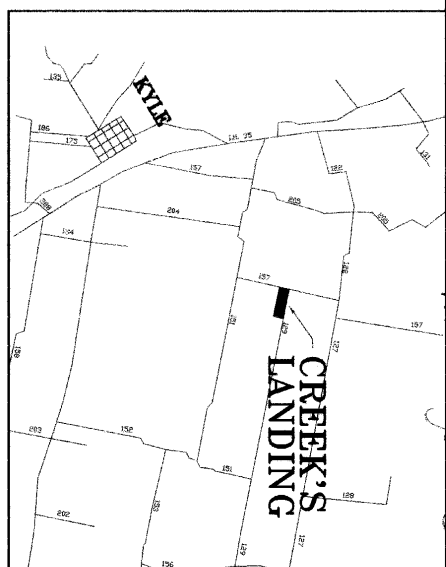
*Marjorie T. Villapando*  
MARJORIE T. VILLAPANDO  
COUNTY CLERK  
HAYS COUNTY, TEXAS



9616994  
**CREEK'S LANDING**  
SECTION 1A  
A SUBDIVISION OF 15.51 ACRES  
OUT OF THE  
JOHN STEWART LEAGUE  
HAYS COUNTY, TEXAS  
20 LOTS

0.44 acres of additional R.O.W. dedicated to the County

FLOOD INSURANCE RATE NOTE:  
The lots shown hereon lie within "ZONE X" areas determined to be outside the 500 year flood-plum as delineated on the Flood Insurance Rate Map (FIRM) Community Panel Number 480321 0205 B, dated June 10, 1993, for unincorporated areas of Hays County, Texas.



**LOCATION MAP**  
N.T.S.

No structure in this subdivision shall be occupied until connected to an individual water supply or a State approved community water system. Due to declining watersheds and diminishing water quality, prospective property owners are cautioned by the County to question the seller concerning ground water availability, rain water collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Environmental Health.

No construction or other development within this subdivision may begin until all Hays County development permit requirements have been met.

*Allen G. Wither*  
Allen G. Wither, Director  
Hays County Environmental Health  
Hays County Floodplain Administrator

10-12-96  
Date

STATE OF TEXAS  
COUNTY OF HAYS\*

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision and that the monuments were properly placed under my supervision.

*Kelly Kilber*  
Kelly Kilber  
Registered Professional Land Surveyor No. 2219



STATE OF TEXAS  
COUNTY OF HAYS

I, hereby certify that the proper engineering consideration has been given to this plat to the matters of streets, lots and drainage layout, and that no part of this plat is in an area which has been identified as a Special Flood Hazard Area on the FIA Map for Hays County, Texas except as indicated on the plat.

*Kelly Kilber*  
Kelly Kilber  
Registered Professional Engineer No. 41187



Sworn to and subscribed before me this 17 day of September, 1996.  
*Richard McDaniel*  
Notary Public in and for  
STATE OF TEXAS

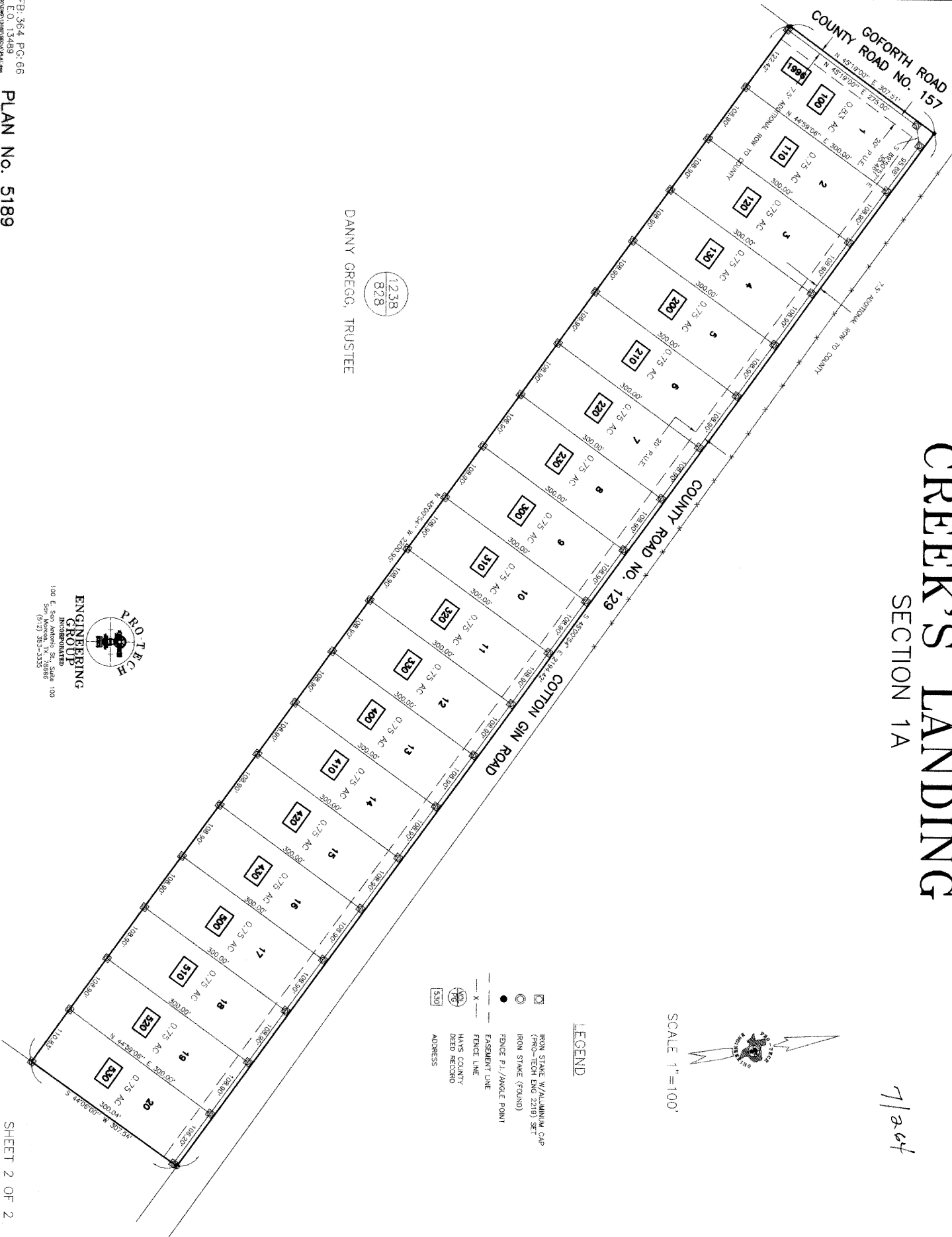


# CREEK'S LANDING

## SECTION 1A

7/act

101749204



ENGINEERING  
GROUP  
INCORPORATED  
100 E. 5th Avenue, Suite 100  
San Antonio, TX 78266  
(214) 343-3300