PLUM CREEK
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS $ KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF HAYS $

This Plum Creek Master Declaration of Covenants, Conditions and Restrictions is made and executed on this 19th day of March, 1999 by Plum Creek Development Partners, Ltd., a Texas Limited Partnership.

RECITALS

WHEREAS, Plum Creek Development Partners, Ltd., a Texas Limited Partnership, hereinafter called the Declarant is the sole owner of certain real property in Hays County, Texas, which has been platted as Plum Creek, Phase 1, Section 1-A, a subdivision in Hays County, Texas, as shown by the map or plat thereof recorded in Cabinet 8, Slides 287-289, of the Plat Records of Hays County, Texas (the "Property") and Declarant proposes to further develop and subdivide the remainder of the real property described in the attached Exhibit "B" for residential and other purposes and such real property may be platted as subsequent sections of the Plum Creek Subdivision; and

WHEREAS, the Declarant desires to hold and from time to time convey the Property, or any portion thereof, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property of any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.
ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified:

1.1 Architectural Review Committee. "Architectural Review Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Articles. "Articles" shall mean the Articles of Incorporation of Plum Creek Homeowners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.3 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.4 Association. "Association" or "Master Association" shall mean and refer to Plum Creek Homeowners Association, Inc., Texas non-profit corporation, its successors and assigns.

1.5 Board. "Board" shall mean the Board of Directors of the Association.

1.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association to be adopted by the Board and as from time to time amended.

1.7 Plum Creek Restrictions. "Plum Creek Restrictions" shall mean, collectively, (i) this Master Declaration which includes the Design Guidelines, together with any and all Supplemental Declarations, as the same may be amended from time to time, (ii) the Plum Creek Rules, and (iii) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.

1.8 Plum Creek Rules. "Plum Creek Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.9 Common Areas. "Common Areas" shall mean those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area."

1.10 Common Properties. "Common Properties" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets and alleys, (to the extent
not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include (i) Common Areas and (ii) those areas of land deeded to the Association by Declarant.

1.11 **Declarant.** "Declarant" shall mean Plum Creek Development Partners, Ltd., a Texas Limited Partnership its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Plum Creek Development Partners, Ltd., a Texas Limited Partnership as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.12 **Design Guidelines.** "Design Guidelines" shall mean those certain Design Guidelines set forth below in this Declaration in Sections 3.1 through 3.9, and in the attached Exhibit "A," as the same may be amended from time to time.

1.13 **Greenbelt or Amenity Area.** "Greenbelt" or "Amenity Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners.

1.14 **Improvement.** "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, basketball goals, playscapes, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15 **Lot.** "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat or a Preliminary Plat, together with all Improvements located thereon.

1.16 **Master Declaration.** "Master Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.17 **Member.** "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.18 **Mortgage.** "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.
1.19 **Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any mortgage or mortgages.

1.20 **Owner.** "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, including Declarant, holding a fee simple interest in all of any portion of the Property, but shall not include a Mortgagee.

1.21 **Person.** "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.22 **Plans and Specifications.** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such Improvement, and any and all additional documentation or information called for by the Design Guidelines.

1.23 **Planting Strip.** "Planting Strip" shall mean the land surface area between a curb and sidewalk along a street or the land surface area between the edge of an alleyway paving and the adjacent Lot line.

1.24 **Plat.** "Plat" shall mean a final subdivision plat of any portion of the Property.

1.25 **Preliminary Plat.** "Preliminary Plat" shall mean a preliminary subdivision plat of any portion of the Property which has been approved by the City of Kyle, Texas and/or Hays County, Texas.

1.26 **Property.** "Property" shall mean that real property which is subject to the terms of this Declaration.

1.27 **Subassociation.** "Subassociation" shall mean any non-profit Texas corporation or unincorporated association organized and established by Declarant or with Declarant's approval, pursuant to or in connection with a Supplemental Declaration.

1.28 **Subdivision.** "Subdivision" shall mean the Plum Creek Subdivision and shall refer to property within the area described in Exhibit "B" which has been subdivided and shown on a Plat or Preliminary Plat.

1.29 **Supplemental Declaration.** "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further
covenants, conditions or restrictions or (iii) to withdraw land from the Property.

ARTICLE II
ADDITIONS TO THE PROPERTY

2.1 **Staged Subdivision.** The Declarant, its successors and assigns, shall have the right and option at any time prior to March 1, 2029, to bring within the scheme of this Declaration additional real property, so long as such real property is within the area described on Exhibit "B" attached hereto, (including without limitation, subsequent sections of the Plum Creek Subdivision (the "Subdivision"), or if such property is contiguous to the real property subject to this Declaration at the time of such addition, without the consent or approval of Owners of any Lots, or the Association, as long as such additions are consented to by the owners of such additional properties and as long as such additions are pursuant to a general plan approved by the Veterans Administration ("VA") or the Federal Housing Administration ("FHA"). Furthermore, other real property may be made subject to the terms of this Declaration at any time with consent of the Declarant, the owners of such additional real property and two-thirds (2/3rds) of each class of members of the Association. Declarant shall record a Notice of Addition of Land describing the properties to be made subject to the terms of this Declaration, if and when additional properties are brought within the scheme of the Declaration in accordance with the requirements set forth above. With respect to such properties, Declarant may, without the consent or approval of Owners of any Lots, or the Association, record Supplemental Declarations which may incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for such properties. Upon recordation of such Notice of Addition of Land and the filing of a Supplemental Declaration, if any, containing restrictive covenants pursuant thereto, then and thereafter the Owners of all Lots in the Subdivision shall have the rights, privileges and obligations with respect to all of the Property in the Subdivision (including such additional properties) in accordance with the provisions of, and to the extent set forth in, this Declaration and each such Supplemental Declaration.

2.2 **Merger or Consolidation.** Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.
ARTICLE III
RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

Design Guidelines

3.1 Minimum and Maximum Square Footage of Improvements. The minimum and maximum square footages of the living area of the main residential structure located on any Lot, exclusive of open porches, parking facilities, and accessory dwellings shall be as set forth on the attached Exhibit "A."

3.2 Accessory Dwelling Units. Accessory Dwelling Units shall be allowed on those Lots designated as permitting Accessory Dwelling Units on a Plat, and such units shall be constructed in accordance with City of Kyle Ordinances and in accordance with this Declaration, and as set forth on the attached Exhibit "A."

3.3 Garages and Carports. All residences shall contain either an enclosed garage or, for those Lots served by an alley, and for those Lots not served by an alley and if approved by the Architectural Review Committee, a carport, in accordance with the requirements of Exhibit "A" attached to this Declaration.

3.4 Building and Roofing Materials, Colors. Building and roofing materials and colors shall be subject to the approval of the Architectural Review Committee as set forth on the attached "A."

3.5 Fences. The Architectural Review Committee shall review and approve in writing the design and construction of all fences, in accordance with the requirements of the attached Exhibit "A."

3.6 Fence Maintenance. Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty days of written notification by the Association. It shall be a violation of this Declaration to maintain any fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of a perpendicular alignment with its base, or (ii) missing, loose, or damaged rails in the fence, or (iii) symbols, writings, or other graffiti on the fence.

3.7 Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee. Anything herein to the contrary notwithstanding, in the case of single-family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of
specific floor plans and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee. No Improvement shall be placed or installed as to be visible from the street or from the first floor of another residence without prior approval of the location and the Plans and Specifications of the Architectural Review Committee.

3.8 Swimming Pools, Tennis Courts, Sports Courts, Playscapes and Basketball Goals. The location and Plans and Specifications for any swimming pool, tennis court, sport court, playscape or basketball goal, and its screening or fencing, shall be subject to the approval and requirements of the Architectural Review Committee. Above ground swimming pools are prohibited. Basketball goals in the front or side of any residence are prohibited. The materials, design and construction of all pools, courts, playscapes and basketball goals shall meet standards generally accepted by the industry, shall comply with regulations of all applicable governmental entities, and shall meet all fence and setback criteria established by this Declaration and other applicable governmental regulations.

3.9 Landscaping Materials. The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements in accordance with the requirements of the attached Exhibit "A."

**General Restrictions**

3.10 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other device designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee. Any antenna which is approved by the Architectural Review Committee and which will cover more than fifteen square feet of the surface area of a Lot, shall be screened from view from public or private thoroughfares and adjacent properties. Notwithstanding any provision in this Section 3.11 to the contrary, one (1) satellite dish no greater than twenty (20) inches in diameter may be affixed to a residence located on a Lot so long as the satellite dish is not visible from the street located adjacent to the front lot line of such Lot.

3.11 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement, except drainage and public utility easements, or other interest less than the whole, all without the approval of the Architectural Review Committee.
3.12 Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view except the following:

(i) For Sale or Lease Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale or lease.

(ii) Declarant's and Builders' Signs. Signs or billboards may be erected by the Declarant without approval of the Architectural Review Committee. Builders may erect signs or billboards only with prior written approval of the Architectural Review Committee.

(iii) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. Such signs shall not exceed 2' x 3' in area, and must be fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground.

3.13 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view or in the area(s) designated for such purposes on the house plan approved by the Architectural Review Committee for such Lot.

3.14 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.15 Maintenance of Improvements. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.
3.16 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.17 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee; and further provided that this provision shall not apply to utilities installed along the perimeters of the Property or to temporary utility lines specifically approved in writing by the Architectural Review Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3.18 Drainage. No objects, including but not limited to buildings, fences or landscaping, shall be allowed in a drainage easement except as approved by the City of Kyle and/or Hays County, to the extent such city or county has jurisdiction.

3.19 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharges upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.20 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3.21 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except
that Declarant and the Association shall be permitted to drill and operate water wells on the
Property.

3.22 Unsightly Articles: Vehicles. No articles deemed to be unsightly by the
Architectural Review Committee shall be permitted to remain on any Lot so as to be visible
from adjoining property or public or private thoroughfares. Without limiting the
generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors,
campers, wagons, buses, motorcycles, motor scooters, bicycles, and garden maintenance
equipment shall be kept at all times, except when in actual use, in enclosed structures or
screened from view and no repair or maintenance work shall be done on any of the
foregoing, or on any automobile (other than minor emergency repairs), except in enclosed
garages or other structures. Owners shall not keep more than two (2) automobiles in such
manner as to be visible from any other portion of the Property for any period in excess of
seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any
private alley way or private roadway within the Property except in areas designated for
parking on a Plat or as approved by the Board. At no time shall any automobile or other
vehicle be parked on the lawn within a Lot. Service areas, storage areas, loading areas,
compost piles and facilities for hanging, drying or airing clothing or household fabrics shall
be appropriately screened from view from public or private thoroughfares and adjacent
properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials
or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of
the Property except within enclosed structures or appropriately screened from view from
public or private thoroughfares and adjacent properties or in areas specifically designated
for such purposes on a Plat.

3.23 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes
shall be parked or placed on any Lot at any time, and no travel trailers or recreational
vehicles shall be parked on or near any Lot so as to be visible from adjoining property or
public or private thoroughfares for more than forty-eight (48) hours.

3.24 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry,
fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered
to be a domestic household pet within the ordinary meaning and interpretation of such
words may be kept, maintained or cared for on the Property. No animal shall be allowed
to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets
will be allowed on any portion of the Property other than on the Lot of its Owner unless
confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for
hire or remuneration on the Property and no kennels or breeding operation will be allowed.
No animal shall be allowed to run at large and all animals shall be kept within enclosed areas
which must be clean, sanitary and reasonably free of refuse, insects and waste at all time.
Such enclosed area shall be constructed in accordance with plans approved by the
Architectural Review Committee, shall be of reasonable design and construction to
adequately contain such animals in accordance with the provisions hereof, and shall be
3.25 **Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors.

3.26 **No Window Units.** No window or wall type air conditioner which is visible from any street shall be permitted to be used, placed or maintained on or in any structure in any part of the Property.

3.27 **Maintenance of Lawns and Planting.** Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner’s Lot (including any Greenbelt platted as a part of such Owner’s Lot and any Greenbelt located between such Owner’s Lot and a publicly dedicated roadway) cultivated, watered, pruned, mowed, and free of trash and other unsightly material, may with approval of the Architectural Review Committee, install landscape irrigation systems where appropriate for the types of vegetation located on such Lot, and shall maintain all such landscape irrigation systems in good working order. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind located in Planting Strip in front of or behind such Owner’s Lot cultivated, watered, pruned, mowed and free of trash and other unsightly material, may with approval of the Architectural Review Committee, install landscape irrigation systems where appropriate for the types of vegetation located in such Planting Strips, and shall maintain all such landscape irrigation systems in good working order. Notwithstanding the foregoing provision, no Owner shall be required to maintain or repair landscaping and landscape irrigation systems in Planting Strips maintained by the Association. The Association shall maintain all landscaping and landscape irrigation systems within the Planting Strips along Witte, and such other Planting Strips for which the Association has assumed responsibility.

3.28 **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.29 **Compliance with Provisions of the Plum Creek Restrictions.** Each Owner shall comply strictly with the provisions of the Plum Creek Restrictions as the same may be amended from time to time. Failure to comply with the Plum Creek Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover
sums due for damages or injunctive relief or both, maintainable by the Board on behalf of
the Association or by an aggrieved Owner.

3.30 Unfinished Structures. No structure shall remain unfinished for more than
one (1) year after the same has been commenced. Construction of residential improvements
shall begin no later than two (2) years after ownership of the Lot has been legally conveyed
by Declarant.

3.31 Rentals. Nothing in this Declaration shall prevent the rental of any entire Lot
and the Improvements thereon by the Owner thereof for residential purposes. Also,
nothing in this Declaration shall prevent the rental of an Accessory Dwelling Unit provided
such Accessory Dwelling Unit is on a Lot designated on a Plat as permitting such units and
further provided the Accessory Dwelling Unit and the use thereof complies fully with all
provisions of this Declaration.

3.32 Sidewalks. All sidewalks required by the City of Kyle, Hays County or any
other governmental entity having jurisdiction shall be constructed in accordance with
applicable City of Kyle and/or Hays County ordinances and regulations, on each Lot, and
the Plans and Specifications for all residential buildings on each Lot shall include plans and
specifications for such sidewalk, and the same shall be constructed and completed prior to
occupation of the residential building. No other sidewalks shall be placed on any Lot
without the approval of the Architectural Review Committee.

3.33 No Warranty of Enforceability. While Declarant has no reason to believe that
any of the restrictive covenants or other terms and provisions contained in this Article III
or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or
to any extent, Declarant makes no warranty or representation as to the present or future
validity of such provisions. Any Owner acquiring a Lot in reliance on one or more of such
restrictive covenants, terms or provisions shall assume all risks of the validity and
enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless
therefrom.

3.34 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which
obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall
be placed or permitted to remain on any corner Lot within the triangular area formed by
the street property lines and a line connecting them at points 25 feet from the intersection
of the street lines, or in the case of a rounded property corner, from the intersection of
the street property lines extended. The same sight line limitations shall apply on any Lot within
ten (10) feet from the intersection of a street property line with the edge of a driveway or
alley pavement. No tree shall be permitted to remain within such distances of such
intersections unless the foliage line is maintained at sufficient height to prevent obstruction
of such sight lines.
ARTICLE IV
USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single family residential use, or for Common Areas. Common Areas may, subject to the approval of Declarant, be improved or used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however, that, as to any specific areas, Declarant may in its sole and absolute discretion, permit other improvements and uses. Except for Common Areas, no Lot, and no Improvement erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes. This prohibition shall not apply to "garage sales" conducted by Owners, provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days' duration during any six (6) month period, or the use of any Improvement on a Lot by Declarant or any builder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any builder. Notwithstanding the foregoing provisions, on Lots, for which a Plat designates a permitted Accessory Dwelling Unit, such Lot and Improvements erected on such Lot may be used for non-residential uses such as home offices and small business, (except for and excluding restaurants), provided that such non-residential use complies fully with all City of Kyle Ordinances regarding such uses.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Review Committee. Minimum yard and set-back requirements may be established by the Architectural Review Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Greenbelt or Amenity Areas. No land within any Greenbelt or Amenity Areas shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Greenbelt or Amenity Area may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion. When no Class B Memberships exist the Board shall have the right to determine such terms and conditions as the Board deems proper in its sole discretion, even if such right has not been delegated to it by Declarant.

4.4 Recreational Improvements. Any proposed construction of recreational improvements within a Greenbelt or Amenity Area shall be subject to approval by the Architectural Review Committee.
ARTICLE V
PLUM CREEK HOMEOWNERS ASSOCIATION, INC.

5.1 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Master Association as a non-profit corporation under the laws of the State of Texas. The Master Association shall be created for the purposes, charged with the duties, governed by the provisions and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Nothing in this Master Declaration shall prevent the creation, by provisions therefor in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any Lot which is a part of the Property through judicial or nonjudicial foreclosure, shall be a Member of the Association. Every member shall have the right at all reasonable times during business hours to inspect the books and records of the Association.

5.3 Voting Rights. The Association shall have two (2) classes of voting memberships:

(A) Class A. Class A Members shall be all Owners, with the exception of Plum Creek Development Partners, Ltd., a Texas Limited Partnership the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

(B) Class B. The Class B Member(s) shall be Plum Creek Development Partners, Ltd., a Texas Limited Partnership the Declarant, and its successors and assigns, and shall be entitled to three (3) votes for each Lot owned by it, provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class
B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (subject to reversion back to Class B membership upon annexation of additional land) or

(2) thirty (30) years from the filing date hereof in the Official Records of Hays County, Texas.

5.4 Powers and Authority of the Association. The Master Association shall have the powers of a Texas non-profit corporation subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or of the two preceding sentences, the Master Association and the Board, acting on behalf of the Master Association, shall have the power and authority at all times as follows:

(A) Plum Creek Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Plum Creek Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Master Association functions.

(C) Records. To keep books and records of the Master Association's affairs and to make all such books and records available for inspection by any Owner upon request and at reasonable times and intervals.

(D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

(E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a nonemergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereof for the purpose of enforcing Plum Creek Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to Plum Creek Restrictions and the expense incurred by the
Master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular, special and initial assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of Plum Creek Restrictions. The Master Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce Plum Creek Restrictions; provided, however, that the Board shall never be authorized to expend any Master Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(F) **Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association.

(G) **Collection for Subassociation.** To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Master Declaration.

(H) **Conveyances.** To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Master Association property for the purpose of construction, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (5) Any similar public, quasi-public or private improvements or facilities;
provided, however, that the Master Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without complying fully with the requirements of Section 8.7 below.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(I) **Manager.** To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Master Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Master Association or may be furnished by the Manager. To the extent permitted by law, the Master Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Master Association hereby release the Master Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(J) **Association Property Services.** To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Master Association property; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(K) **Other Services and Properties.** To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Master Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Master Association.

(L) **Construction on Association Property.** To construct new Improvements or additions to Master Association properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.

(M) **Contracts.** To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.
Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority. The Master Association shall maintain all alley ways, streets and roadways within the Property, which have been completed but either remain private roads or are not yet accepted by the appropriate governmental entity for maintenance and shall maintain all landscaping and landscape irrigation systems within the Planting Strips along Witte and such other Planting Strips within the Property as may be determined appropriate by the Board of the Association. In addition, the Master Association shall be authorized to landscape, maintain and repair all easements, access easements, right-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Master Association shall maintain all Greenbelt or Amenity Areas dedicated to the Master Association or maintenance, by or with the consent of Declarant.

5.6 Lighting. The Master Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lights within Greenbelt and Amenity Areas and at community centers within the Property.

5.7 Common Properties. Subject to and in accordance with this Declaration, the Master Association, acting through the Board, shall have the following duties:

(A) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in such areas; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Master Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Master Association property owned by or leased to the Master Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

(B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the City of Kyle or other appropriate governmental authority, which shall include the Planting Strips along Witte.

(C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the members of the Master Association. The Master Association shall have all rights granted by
law to contest the legality and the amount of such taxes and assessments.

(D) Upon the approval of two-thirds (2/3) of the Owners (excluding Declarant) and full compliance with the provisions of Section 8.7 below, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Master Association.

(E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas. Such insurance shall be in an amount as the Board shall deem appropriate.

5.8 Fencing. In the event Declarant shall erect or cause to be erected a fence along any portion of the Property or of any Lot where such side or rear property line adjoins a Greenbelt easement then the Master Association shall be responsible for all maintenance of such fence, including the obligation to rebuild the same upon a majority vote of the Members.

5.9 Indemnification. The Master Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of the Master Association against expenses, including attorney's fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Master Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Master Association, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him or her against such liability hereunder or otherwise.
5.10 Violation of Plum Creek Rules. The violation of these restrictions or the Plum Creek Rules by an Owner, his family, guests, lessees or licensees shall authorize the Board to avail itself of any one or more of the following remedies:

(A) The imposition of a special charge not to exceed Twenty-five ($25.00) per violation, or

(B) The suspension of Owner’s rights to use any Association property for a period not to exceed thirty (30) days per violation, or

(C) The right to cure or abate such violation and to charge the expense thereof, if any, to such Owner, or

(D) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney’s fees and court costs.

Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner in the manner specified in Section 9.4 below, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board’s right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. All unpaid special charges imposed pursuant to this section for violation of the restrictions or the Plum Creek Rules shall be the personal obligation of the Owner of the Property for which the special charge was imposed and shall become a lien against such Lot and all Improvements thereon. Such liens shall be prior to any declaration of homestead and the Master Association may enforce payment of such special charges in the same manner as provided in Article VII below.

5.11 Assumption of Risk of Damage from Golf Balls. All Owners are hereby notified that development adjacent or near their Lots may include one or more golf courses. All Owners by the acceptance of such Owner’s interest in a Lot within the Property, hereby agrees to assume all risks associated with living in close proximity to golf courses and hereby agrees that any damage to Improvements on the Owner’s Lot due to golf balls being utilized in normal play on adjacent golf courses will be the obligation of the Owner of such Lot and that neither the person playing golf on the golf courses nor the Declarant, Developer, Operator or Owner of the golf courses shall be in any way liable for such damage. In addition, each Owner of a Lot within the Property agrees to hold harmless and indemnify any golfer engaged in normal play on adjacent golf courses, the Declarant, Developer, Owners, and Operators of such golf courses from any and all liability for any damage to persons or property, provided such harm is the result of normal golf course activity and not the result of gross negligence on the part of any party.
ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE

6.1 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefor shall have been submitted to in accordance herewith and approved in writing by the Architectural Review Committee.

6.2 Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than two (2) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deem appropriate. The initial voting members of the Architectural Review Committee shall be appointed by Declarant.

6.3 Actions of the Architectural Review Committee. The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee.

6.4 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.5 Term. Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.6 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Review Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee. When no Class B memberships exist, the Board shall have this right to appoint and remove all members of the Architectural Review Committee, even if such right has not been delegated to it by Declarant.

6.7 Adoption of Rules. The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.
6.8 **Design Guidelines.** The Architectural Review Committee hereby adopts the foregoing Sections 3.1 through 3.9 of this Declaration and Exhibit "A" attached to this Declaration as the "Design Guidelines," and shall supply said Design Guidelines to each Owner. All Improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to an Owner.

6.9 **Reviews of Proposed Construction.** Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question, the Design Guidelines, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by the Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.10 **Plan Review.** Upon receipt by the Architectural Review Committee of all of the information required by this Article VI, it shall have twenty-one (21) days in which to review said plans. The proposed Improvements will be approved if, in the sole opinion of the Architectural Review Committee, (i) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the Improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building set back lines; (iii) the Improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the Architectural Review Committee; and (v) the Improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (one (1) year for the construction of a complete
house). In the event that the Architectural Review Committee fails to issue its written response within twenty-one (21) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the Architectural Review Committee's approval shall be deemed to have been granted without further action.

6.11 Variance. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration, any Supplemental Declaration or the Design Guidelines, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

6.12 No Waiver of Future Approvals. The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person or entity.

6.13 Work In Progress. The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.14 Address. Plans and Specifications shall be submitted to the Architectural Review Committee at 816 Congress Avenue, Suite 1265, Austin, Texas 78701, Attention: Mr. David Mahn or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.15 Fees. The Architectural Review Committee may require a submission fee for each set of Plans and Specifications submitted for its review. The amount of such fee shall be set by the Board.
ARTICLE VII
FUNDS AND ASSESSMENTS

7.1 Assessments.

(A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property.

(B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. Such lien shall be prior to any declaration of homestead. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.

(C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

7.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under this Master Declaration. The funds of the Master Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any supplemental Declaration.

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Plum Creek Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Plum Creek Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Master Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association at the beginning of
the fiscal year or during the fiscal year in equal monthly installments on or before the first
day of each month, or in such other manner as the Board may designate in its sole and
absolute discretion. In no event shall the regular annual assessment per Lot for the year
1999 exceed the sum of $300.00 which maximum assessment shall thereafter be increased by
the sum of ten percent (10%) per year.

7.4 **Special Assessments.** In addition to the regular annual Assessments provided
for above, the Board may levy special Assessments whenever in the Board's opinion such
special Assessments are necessary to enable the Board to carry out the mandatory functions
of the Master Association under the Plum Creek Restrictions. The amount of any special
Assessments shall be at the reasonable discretion of the Board.

7.5 **Initial Assessments.** In addition to the regular annual and special Assessments
provided for above in Section 7.3 and 7.4, a one-time initial Assessment shall be due and
payable to the Master Association immediately upon the conveyance of any Lot to a new
Owner. Such initial Assessment shall be assessed and levied to provide for reasonable costs
incurred by the Association and/or any Manager for the resulting change in membership
in the Association upon the conveyance of the Lot and the preparation for the new owner
of information and materials relating to membership in the Association and to the Property.
In no event shall the initial Assessment exceed $100 per Lot.

7.6 **Owner's Personal Obligation for Payment of Assessments.** The regular,
special and initial Assessments provided for herein shall be the personal and individual debt
of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from
liability for such Assessments. In the event of default in the payment of any such
Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate
allowed by the VA or FHA for interest on delinquent assessments, but in no event higher
than any applicable usury laws then in effect on the amount of the Assessment from the due
date thereof (or if there is no such highest rate then at the rate of eighteen percent (18%)
per annum) together with all costs and expenses of collection, including reasonable
attorney's fees.

7.7 **Exemptions:** Notwithstanding any provision herein to the contrary, all
Common Areas, Amenity Areas and Association property shall be exempt from the payment
of any Assessments, whether regular, special or initial.

7.8 **Assessment Lien and Foreclosure.** All sums assessed in the manner provided
in this Article but unpaid, shall together with interest as provided in Section 7.6 hereof and
the cost of collection, including attorney's fees as herein provided, thereupon become a
continuing lien and charge on the Lot covered by such Assessment, which shall bind such
Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives,
successors or assigns. The aforesaid lien shall be prior to any declaration of homestead and
superior to all other liens and charges against the said Lot, except only for:
All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;

All liens secured by amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record, prior to the date any Assessment became due and payable; and

All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Master Association is made a party to any court proceeding to enforce any of the above-listed liens. The Master Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Master Association. To evidence the aforesaid assessment lien, the Master Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Hays County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Master Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Master Association. The Master Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Master Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII
PROPERTY RIGHTS AND EASEMENTS

8.1 Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas to the Association, free and clear of all encumbrances and liens prior to the sale of the first Lot by
8.2 **Reserved Easements.** All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Master Declaration, are incorporated herein by reference and made a part of this Master Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at anytime or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 5.0 feet on each side of such Lot line.

8.3 **Installation and Maintenance.** There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.4 **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Master Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the Architectural Review Committee.
8.5 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Master Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.6 Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Greenbelt or Amenity Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

8.7 Owners' Easements of Enjoyment of Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

(A) The right of the Master Association to suspend the Owner's voting rights and right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association;

(B) The right of the Master Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless: (1) an instrument of agreement to such dedication or transfer, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.
(C) The right of the Master Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to mortgage the Common Areas, all in accordance with the Articles and Bylaws; No such mortgage shall be effective unless: (1) an instrument of agreement to such mortgage, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.

(D) The right of the Master Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon; and

(E) The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

ARTICLE IX
MISCELLANEOUS

9.1 Term. This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until March 1, 2029, unless amended as herein provided. After March 1, 2029, this Master Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Master Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members. Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, nor shall be liable to the Master Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its member or the Board or its member, as the case may be. Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

(A) By Declarant. This Master Declaration may be amended by the Declarant acting alone until March 1, 2029, and so long as Declarant owns at least two-thirds (2/3) of the Lots. No amendment by Declarant shall be effective until there has been recorded in the Real
Property Records of Hays County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant owns the requisite number of Lots. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.

(B) By Owners. In addition to the method in Section 9.03(A), this Declaration may be amended by the recording in the Real Property Records of Hays County, Texas of an instrument executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendment and certifying that such amendment has been approved by the Owners of at least two-thirds (2/3) of the Lots.

9.4 Notices. Any notice permitted or required to be given by this Master Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, It shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Master Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Master Association.

9.5 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Master Declaration. This Master Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit operations organized for the same purposes, provided that any such merger, consolidation of annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3) of the votes of the Association.

9.7 Exemption of Declarant. Notwithstanding any provision of this Master Declaration to the contrary, neither Declarant nor any of Declarant’s activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of Declarant to excavate and grade,
to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.8 Assignment by Declarant. Notwithstanding any provision in this Master Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Master Declaration to any other person or entity and may permit the participation, in whole or in part, by any person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.9 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his or her own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Plum Creek Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Plum Creek Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Master Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Master Declaration.

9.10 Construction.

(A) Restrictions Severable. The provisions of the Plum Creek Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
(C) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

9.11 **FHA/VA Approval.** As long as there is Class B membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration if such agencies have guaranteed any loans within the Property: Annexation of additional properties, dedication of Common Areas and any amendments to this Master Declaration.

IN WITNESS WHEREOF, Declarant has executed this Master Declaration as of this the [ ]

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.
a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Mann, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. known to me (or proved to me on the oath of N/A or through N/A (description of identity card or other document)) 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 19 day of March, 1999.

[SEAL]

SHERRY QUICK
MY COMMISSION EXPIRES
August 1, 2000

Notary Public, State of Texas

Sherry Quick
Notary's Printed or Typed Name
My Commission Expires: Aug. 1, 2000
CONSENT OF MORTGAGEES

INTERNATIONAL BANK OF COMMERCE, as the owner and holder of the indebtedness secured by the Deed of Trust on the Property, of Record in Volume 1336, Page(s) 521-526, the Real Property Records of Hays County, Texas, does hereby join in the execution of this Plum Creek Master Declaration of Covenants, Conditions and Restrictions, for the purposes of evidencing its consent hereto.

INTERNATIONAL BANK OF COMMERCE

By: [Signature]
Printed Name: Richard L. Camp
Title: Senior VP

I, WILLIAM NEGLEY, as the owner and holder of the indebtedness secured by the Deed of Trust on the Property, of Record in Volume 1336, Page(s) 521-526, the Real Property Records of Hays County, Texas, which secures that certain Real Estate Lien and Note dated August 8, 1997, made by Plum Creek Development Partners, Ltd. and payable to William Negley, as Life Tenant with Power of Sale pursuant to the provision of Deed recorded in Volume 270, Page 350, Hays County Deed Records; and William Negley as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased, do hereby join in the execution of this Plum Creek Master Declaration of Covenants, Conditions and Restrictions, for the purposes of evidencing my consent hereto.

By: [Signature]
William Negley
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF BEXAR

Before me the undersigned notary public, on this day personally appeared Richard L. Chapas, Senior VP (title) of International Bank of Commerce, known to me (or proved to me on the oath of N/A or through N/A (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as the act of International Bank of Commerce.

Given under my hand and seal of office this 24th day of March, 1999.

JANIE TELLEZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 7-9-2001

[SEAL]

STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared William Negley, known to me (or proved to me on the oath of N/A or through N/A (description of identity card or other document)) 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.

Given under my hand and seal of office this 19 day of March, 1999.

SHERRY QUICK
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: Aug 1, 2000
EXHIBITS:

EXHIBIT "A"  -  Design Guidelines, Plum Creek Section 1 (2 Pages).

EXHIBIT "B"  -  Description of Real Property Which May Be Made Subject to This Declaration (8 Pages).

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger
Attorneys at Law
2001 North Lamar
Austin, Texas 78705
Exhibit "A"

Design Guidelines
Plum Creek Phase I, Sections 1-A & 1-B

1. Minimum and Maximum Square Footage Of Improvements. The minimum and maximum square footages of the living area of the main residential structure located on any Lot exclusive of open porches, parking facilities, and accessory dwellings shall be as follows:

<table>
<thead>
<tr>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000</td>
<td>None</td>
</tr>
</tbody>
</table>

2. Accessory Dwelling Units. Accessory Dwelling Units shall be allowed on the following Lots:

   Section 1-A: 1,15,23,25-27,34-38 Block C
                1,2,9-15,24-26 Block F

   Section 1-B 1 Block D
                1-3 Block E
                2-4 Block G
                1-3 Block H
                12 Block I

The above Lots shall be constructed in accordance with applicable City of Kyle ordinances and with this Master Declaration of Covenants, Conditions, and Restrictions.

3. Garages and Carports. All residences shall contain either an enclosed garage or, for those lots served by an alley, and for those lots not served by an alley and if approved by the Architectural Review Committee, a carport, either attached or detached from the living area of the main residential structure. Each garage or carport shall be designed and constructed to contain a minimum of two, nor more than three, passenger vehicles. Generally, carports shall not be located on a Lot so as to be visible from the street, and shall contain an enclosed area for the storage of lawn care equipment.

4. Building and Roofing Materials, Colors. The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures, accessory dwelling units, and garages.

5. Fences. The Architectural Review Committee shall review and approve in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

   Appropriate fence types may take many forms, styles and materials so long as the conditions within this section are maintained; the style, location, height, and
materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs. Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.

Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. **Landscaping Materials.** The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1, Sections 1-A & 1-B.
METES AND BOUNDS DESCRIPTION

2232.45 ACRES OF LAND, ALL IN HAYS COUNTY, TEXAS, COMMONLY KNOWN AS
THE NEGLEY RANCH, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND
BEING DESCRIBED IN TRACTS A TO C INCLUSIVE AS FOLLOWS:

1516 380

TRACT A

983.99 ACRES OF LAND OUT OF THE M. M. MCCARVER LEAGUE NO. 4 IN HAYS
COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO
NEGLEY AS FOLLOWS:

51.1 ACRESRecorded in Volume 119, Page 517
51.2 ACRESRecorded in Volume 117, Page 288
51.3 ACRESRecorded in Volume 117, Page 288
51.2 ACRESRecorded in Volume 124, Page 447
51.3 ACRESRecorded in Volume 123, Page 543

AND BEING A PORTION OF THOSE TRACTS OF LAND AS CONVEYED TO NEGLEY AS
FOLLOWS:

211 ACRESRecorded in Volume 116, Page 209
100 ACRESRecorded in Volume 116, Page 209
311 ACRESRecorded in Volume 117, Page 288
28 ACRESRecorded in Volume 125, Page 69
38.7 ACRESRecorded in Volume 127, Page 139
25 ACRESRecorded in Volume 124, Page 477
31 ACRESRecorded in Volume 127, Page 139
201.14 ACRESRecorded in Volume 185, Page 402

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 983.99 ACRE TRACT
OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS
FOLLOWs:

BEGINNING, at a 1/2" rebar set at the northwest intersection of County
Road No. 171 and the Missouri-Pacific Railroad for the southeast
corner and POINT OF BEGINNING hereof, from which Point Of
Beginning the southwest corner of the herein described Tract 1 bears N 89° 55'
35" E 206.51 feet

THENCE, with the north R.O.W. line of County Road No. 171 (average 42'
fenced R.O.W.) the south line of said 100 acre Negley tract and the
south line of said 331 acre Negley tract as found fenced and used upon
the ground the following 4 calls:

S 89° 25' 16" W passing at 2.45 feet the approximate
centerline of a gas pipeline (as evidenced by stakes set
by the Valero Gas Company) the easement for which as granted
to the L.C.R.A. is recorded in Volume 254, Page 251 of the
Hays County Deed Records and continuing on the same
course for a total distance of 3643.95 feet to a 60D nail
set in fence post for an angle point hereof

S 88° 14' 14" W 1299.23 feet to a 1/2" rebar set for an
angle point hereof

S 87° 47' 15" W 819.56 feet to a 1/2" rebar set for an
angle point hereof

S 87° 08' 30" W 1241.83 feet to a concrete highway monument
found at the intersection of the north R.O.W. line of County Road No.
171 and the east R.O.W. line of R.M. Hwy. No. 2770 for the southwest
corner hereof

THENCE, with the east R.O.W. line of R.M. Hwy. 2770 (100' R.O.W.) the
following 13 calls:

N 35° 59' 15" W 125.51 feet to a concrete highway monument
found at a point of curvature of a curve to the right

Along said curve to the right whose central angle is
04° 45' 23" whose radius is 1859.66 feet, whose arc length
is 154.47 feet and whose long chord bears N 13° 58' 00" E
154.35 feet to a concrete highway monument found at the
end of said curve
Along said curve to the left whose central angle is 05° 49' 10", whose radius is 2914.79 feet whose arc length is 296.05 feet and whose long chord bears N 13° 22' 28" E 295.93 feet to a concrete highway monument found at the end of said curve.

Along said curve to the right whose central angle is 02° 41' 05", whose radius is 5680.59 feet, whose arc length is 266.12 feet and whose long chord bears N 18° 46' 57" E 266.10 feet to a concrete highway monument found at the end of said curve.

Along said curve to the right whose central angle is 06° 47' 29", whose radius is 2814.79 feet, whose arc length is 333.65 feet, and whose long chord bears N 16° 26' 05" E 333.45 feet to a concrete highway monument found at the end of said curve.

Along said curve to the right whose central angle is 02° 16' 57", whose radius is 5779.58 feet, whose arc length is 230.24 feet, and whose long chord bears N 18° 44' 45" E 230.22 feet to a concrete highway monument found at the end of said curve.

N 17° 37' 49" E passing at 256 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company), passing at 599.22 feet and 3.28 feet left a State Highway Department Satellite Station marker # S 1060165, whose grid azimuth to the "Lone Man Microwave Tower" visible on the horizon to the west, northwest is 100° 00' 14" (bearing basis used for this survey), and continuing on the same course of N 17° 35' 00" E for a total distance of 1341.81 feet to a concrete highway monument found at engineers centerline station 199+53.99 and being the point of curvature of a curve to the right.

Along said curve to the right whose central angle is 24° 37' 05", whose radius is 1095.92 feet, whose arc length is 470.88 feet, and whose long chord bears N 29° 55' 08" E 467.26 feet to a concrete highway monument found at the end of said curve.

N 42° 12' 35" E 285.38 feet to a 1/2" rebar set in in the occupied north line of said 201.14 acre Negley tract being the occupied south line of that certain 348 acre tract of land known as Lot 2 by deed of partition of record in Volume 34, Page 313 of the Hays County Deed Records, said Lot 2 as conveyed to R. C. Barton of record in Volume 178, Page 282 of the Hays County Deed Records for the northwest corner hereof from which point a concrete highway monument found bears N 42° 12' 35" E 813.10 feet.

THENCE, with the north line of said 201.14 acre Negley tract and the south line of said 348 acre R. C. Barton tract as found fenced and used upon the ground the following 2 calls:

N 88° 40' 14" E 1197.12 feet to a 2" iron pipe found at a fence corner.
THENCE, continuing with the north line of said 201.14 acre Negley tract, the south line of said R. C. Barton tract and the south line of that certain 97.38 acre tract of land conveyed to Meditex Development Corp. of record in Volume 432, Page 555 of the Hays County Deed Records as found fenced and used upon the ground N 88° 41' 49" E 3747.10 feet to a 1/2" rebar set at the occupied northeast corner of said 201.14 acre Negley tract, being the most westerly southwest corner of that certain tract of land conveyed to J. D. Meador being Lot 3 of said Partition deed of record in Volume 24, Page 313 of the Hays County Deed Records for an angle point hereof.

THENCE, with the east line of said 201.14 acre Negley Tract and the west line of said J. D. Meador tract as found fenced and used upon the ground S 01° 23' 20" E 1296.55 feet to a 1/2" rebar set at the occupied southeast corner of said 201.14 acre Negley tract, being the most southerly southwest corner corner of said J. D. Meador tract and being in the occupied north line of said 211 acre Negley tract, for an all corner hereof.

THENCE, with the north line of said 211 acre Negley tract and the south line of said J. D. Meador tract as found fenced and used upon the ground N 88°50' 15" E 1022.96 feet to a 1/2" rebar set on the west R.O.W. line of the Missouri-Pacific Railroad, for the northeast corner hereof.

THENCE, with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 100.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 2474.39 feet to a 1/2" rebar set on the south line of said 211 acre Negley tract, being the corner line of the 118.2 acre Negley tract above mentioned in Tract 1, for an all corner hereof.

THENCE, with the south line of said 118.2 acre Negley tract the north line of said 118.2 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 88° 50' 15" W 378.23 feet to a 1/2" rebar set at the northwest corner of said 118.2 acre Negley tract, being the northeast corner of said 100 acre Negley tract, for an angle point hereof.

THENCE, with the west line of said 118.2 acre Negley tract, the east line of said 100 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 50.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 842.55 feet to the POINT OF BEGINNING and containing 983.99 acres of land, more or less.

TRACT B


177.7 ACRES RECORDE IN VOLUME 125, PAGE 510
220.25 ACRES RECORDE IN VOLUME 129, PAGE 379
25.266 ACRES RECORDE IN VOLUME 215, PAGE 273
6.982 ACRES RECORDE IN VOLUME 215, PAGE 273
84.234 ACRES RECORDE IN VOLUME 158, PAGE 311
214.661 ACRES RECORDE IN VOLUME 275, PAGE 103
262.33 ACRES RECORDE IN VOLUME 133, PAGE 147

AND BEING A PORTION OF THAT CERTAIN 136 ACRE TRACT OF LAND CONVEYED TO NEGLEY IN VOLUME 110, PAGE 477, ALL OF RECORD IN THE HAYS COUNTY DEED.
RECORDS, SAID 1062.69 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar set at the southwest intersection of County Road No. 171 and the Missouri-Pacific Railroad, being the northeast corner and POINT OF BEGINNING hereof, from which point the southwest corner of the herein described Tract 1 bears N 76° 21' 18" E 192.28 feet.

THENCE, with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 20 feet west of and parallel with the centerline of the tracks) and the east line of said 177.7 acre and said 220.25 acre Negley tracts the following 3 calls:

S 14° 01' 32" W 661.11 feet to a 1/2" rebar set at the point of curvature of a curve to the left.

Along said curve to the left, whose central angle is 04° 25' 39", whose radius is 5749.65 feet, whose arc length is 444.29 feet and whose long chord bears, S 11° 48' 43" W 444.18 feet to a 1/2" rebar set at the end of said curve.

S 09° 35' 53" W 2850.03 feet to a 1/2" rebar set for an angle point hereof.

THENCE, continuing with the west R.O.W. line of the Missouri-Pacific Railroad and the east line of said 220.25 acre Negley tract, S 46° 37' 31" W 49.82 feet to a 1/2" rebar set for an angle point hereof.

THENCE, continuing with the west R.O.W. line of the Missouri-Pacific Railroad and the east line of said 220.25 acre and 19.24 acre Negley tracts (this line being 50.00 feet west of and parallel with the centerline of the tracks) S 09° 35' 53" W 2848.94 feet to a 1/4" rebar found set in concrete at the most northerly southeast corner of said 19.24 acre Negley tract being the northeast corner of that certain 73.30 acre tract of land conveyed to the Mary Lee Foundation as described by Deed of Record in Volume 379, Page 495 of the Bays County Deed Records for the southeast corner hereof.

THENCE, with south line of said 19.24 acre Negley tract and the northeast line of said Mary Lee Foundation tract as found fenced and used upon the ground N 47° 34' 17" W 928.63 feet to a 1/2" rebar found set in concrete at the northwest corner of said Mary Lee Foundation tract, being the northeast corner of that certain 155.73 acre Cashion-Dyer Partnership tract of record in Volume 520, Page 373 of the Bays County Deed Records, for an angle point hereof.

THENCE, with the north line of said Cashion-Dyer Partnership tract and continuing with the south line of said 19.24 acre Negley tract as found fenced and used upon the ground N 47° 36' 52" W 506.39 feet to a 1/2" rebar found at the northwest corner of said Cashion-Dyer Partnership tract, being an ell corner of said 19.24 acre Negley tract and being an ell corner hereof.

THENCE, with the most southerly east line of said 19.24 acre Negley tract and the west line of said Cashion-Dyer Partnership tract as found fenced and used upon the ground S 44° 34' 23" W 1307.40 feet to a 1/2" rebar set at the occupied most southerly southeast corner of said 19.24 acre Negley tract, being the occupied northeast corner of said 262.33 acre Negley tract, for an angle point hereof, from which point a 1/2" rebar found at the southwest corner of said 19.24 acre Negley tract bears N 46° 02' 22" W 101.10 feet.

THENCE, with the east line of said 262.33 acre Negley tract and continuing with the west line of said Cashion-Dyer Partnership tract and also with the most northerly west line of that certain 110.51 acre...
tract of land as described in deed to Will Thurman in Volume 465, Page 288 of the Hays County Deed Records as found fenced and used upon the ground the following 2 calls:

S 44° 58' 33" W 1307.35 feet to a 1/2" rebar set for an angle point hereof

S 43° 44' 16" W 1311.89 feet to a 1/2" rebar found at a northwesterly corner of said Will Thurman tract, being the most southerly corner of said 262.33 acre Negley tract, and being an angle point in the north line of that certain 100 acre tract of land tract as described in deed to Roy B. Brooks of record in Volume 140, Page 255 of the Hays County Deed Records for the most southerly corner hereof

THENCE, with the north line of said Roy B. Brooks tract, the north line of that certain 20 acre tract as described in deed to Donn Patton and Linton-Brooks of record in Volume 453, page 739 of the Hays County Deed Records and the south line of said 262.33 acre Negley tract as found fenced and used upon the ground the following 4 calls:

N 45° 20' 18" W 1164.21 feet to a 1/2" rebar found for an angle point hereof

N 45° 17' 47" W 1255.70 feet to a 1/2" rebar set for an angle point hereof

N 43° 04' 01" W 22.09 feet to a 1/2" rebar set for an angle point hereof

N 40° 48' 20" W 885.61 feet to a aluminum cap found set in concrete (stamped Pro-Tech Engineering Co.) on the curving north R.O.W. line of R. M. Highway No. 150 being the most westerly corner of said Donn Patton and Linton-Brooks tract for an angle point hereof

THENCE, with the north R.O.W. line of R. M. Hwy. No. 150 (80' R.O.W.) the following three calls:

Along said curve, (curving to the left), whose central angle is 20° 16' 24", whose radius is 994.93 feet whose arc length is 352.04 feet and whose long chord bears

N 38° 58' 16" W 350.21 feet to a concrete highway monument found at the end of said curve

N 48° 59' 36" W 124.92 feet to a concrete highway monument found for the southwest corner of the herein described tract

N 02° 16' 36" W 135.66 feet to a 1/2" rebar set on east R.O.W. line of R. M. Highway No. 2770 being the west line of said 262.33 acre Negley tract for an angle point hereof, from which point a concrete highway monument found bears S 43° 27' 39" W 3.06 feet

THENCE, with the north R.O.W. line of R. M. 2770 (R.O.W. varies) and the west line of said 262.33 acre Negley tract as found fenced and used upon the ground the following 2 calls:

N 43° 27' 39" E 279.81 feet to a 1/2" rebar set for an angle point hereof
N 11° 09' 17" E 2046.23 feet to a 60-D nail set in a fence post for an angle point hereof

THENCE, leaving the north R.O.W. of R. M. Highway No. 2770 and continuing with the west line of said 262.33 acre Negley tract N 11° 09' 17" E 424.33 feet to a 1/2" rebar set in the fence occupying the northwest corner of said 262.33 acre Negley tract and the south line of said 214.661 acre Negley tract for an ell corner hereof

THENCE, with the south line of said 214.661 acre Negley tract as found fenced and used upon the ground N 46° 15' 17" W 130.24 feet to a 60-D nail set in a fence post on the east R.O.W. line of R. M. Highway No. 2770 for an angle point hereof

THENCE, with the east R.O.W line of R. M. Highway No. 2770 as found fenced and used upon the ground N 09° 10' 54" W 32.65 feet to a 1/2" rebar set for an angle point hereof, from which point a concrete highway monument found bears S 05° 05' 09" E 152.27 feet

THENCE, continuing with the east R.O.W. line of R. M. Highway No. 2770 (R.O.W 100') the following 5 calls:

N 05° 05' 09" W 906.98 feet to a concrete highway monument found at engineers centerline station 286+58.38 and being the point of curvature of a curve to the right

Along said curve to the right whose central angle is 09° 40' 10", whose radius is 5679.58 feet, whose arc length is 958.50 feet and whose long chord bears
N 00° 14' 01" W 957.37 feet to a concrete highway monument found at the end of said curve

N 04° 36' 05" E 834.62 feet to a concrete highway monument found at the point of curvature of a curve to the right

Along said curve to thr right whose central angle is 00° 16' 43", whose radius is 1859.86 feet, whose arc length is 9.05 feet and whose long chord bears
N 04° 43' 39" E 9.05 feet to a 1/2" rebar set at the end of said curve

N 52° 23' 40" E 125.18 feet to a concrete highway monument found on the south line of County Road No. 171 for the northwest corner hereof

THENCE, with the south R.O.W. line of County Road 171 (average fenced R. O. W. being 42 feet) and the north line of said 136 acre and 177.7 acre Negley tracts as found fenced and used upon the ground the following 5 calls:

N 87° 35' 48" E 1225.30 feet to a 1/2" rebar set for an angle point hereof

N 87° 36' 58" E 762.64 feet to a 1/2" rebar set for an angle point hereof

N 88° 05' 55" E 1330.01 feet to a 60-D nail set in a fence post for an angle point hereof
1516 386

N 89° 23' 53" E 2364.55 feet to a 60-D nail set in a fence post for an angle point hereof

N 89° 38' 44" E 1346.39 feet to the POINT OF BEGINNING and containing 1062.69 acres, more or less.

Tract C


151 ACRES OF RECORD IN VOLUME 133, PAGE 148
35 ACRES OF RECORD IN VOLUME 137, PAGE 574
ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 185.77 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast intersection of County Road No. 171 and the Missouri-Pacific Railroad, being the northwest corner of said 151 acre Negley tract, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning the southwest corner of the herein described Tract 1 bears N 71° 46' 57" E 153.99 feet

THENCE, with the south R.O.W. line of County Road No. 171 (averaged fenced R.O.W. being 42') and the north line of said 151 acre and 35 acre Negley tracts as found fenced and used upon the ground the following 4 calls:

N 89° 17' 28" E 3106.53 feet to a 1/2" rebar set for an angle point hereof

N 89° 43' 51" E 400.45 feet to a 60-D nail set in a hackberry tree for an angle point hereof

N 89° 34' 30" E 309.22 feet to a 1/2" rebar set for an angle point hereof

S 21° 02' 41" E 12.52 feet to a 1/2" rebar set on the west R.O.W. line of County Road No. 210 for the northeast corner hereof

THENCE, with the west R.O.W. line of County Road 210 (R.O.W. varies) and the east line of said 35 acre Negley tract as found fenced and used upon the ground the following 3 calls:

S 00° 58' 29" W 492.71 feet to a 1/2" rebar set for an angle point hereof

S 09° 25' 53" W 965.98 feet to a 1/2" rebar set for an angle point hereof

S 14° 16' 52" W 229.23 feet to a 1/2" rebar found at the southeast corner of said 35 acre Negley tract being the northeast corner of that certain tract of land described in deed to J. A. Burton in Volume 366, Page 215 of the Hays County Deed Records for the southeast corner hereof

THENCE, with the south line of said 35 acre Negley tract and the north line said J. A. Burton tract as found fenced and used upon the ground the following 2 calls:

N 66° 36' 49" W for a distance of 1130.44 feet to a 60D nail set for an angle point hereof
N 66° 34' 22" W 353.85 feet to a 1/2" rebar set at a fence corner occupying the southwest corner of said 35 acre Negley tract being in the southeast line of said 151 acre Negley tract and being the northwest corner of said J. A. Burton tract for an ell corner hereof

THENCE, with the southeast line of said 151 acre Negley tract and the northwest line of said J. A. Burton tract as found fenced and used "upon the ground S 46° 37' 31" W passing at 899 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 254 of the Hays County Deed Records and continuing on the same course for a total distance of 4063.40 feet to a 1/2" rebar set on the east R.O.W. line of the Missouri-Pacific Railroad, being the south corner of said 151 acre Negley tract, for the south corner hereof

THENCE with the east line of the Missouri-Pacific Railroad (This line being 20.00 feet east of and parallel with the centerline of the tracks), and the west line of said 151 acre Negley the following 3 calls:

N 09° 35' 53" E 2797.00 feet to a 1/2" rebar set at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 25' 39", whose radius is 5709.65 feet, whose arc length is 441.20 feet and whose long chord bears

N 11° 48' 43" E 441.09 feet to a 1/2" rebar set at the end of said curve

N 14° 01' 32" E passing at 655 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company) and continuing on the same course for a total distance of 668.33 feet to the POINT OF BEGINNING and containing 185.77 acres of land more or less.

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger
2001 North Lamar
Austin, Texas 78705
Annexation Agreement

Whereas, the undersigned, Plum Creek Home Owners Association, Inc. ("Association"), has agreed to the annexation of additional sections of land ("Additional Property") by Plum Creek Development, Ltd., ("Declarant") to the Plum Creek Subdivision in Kyle Texas.

Whereas, Declarant desires to add the Additional Property to the subdivision and encumber said Additional Property with the same Covenants, Conditions and restrictions as previous sections in the subdivision. In addition entitle the Additional Property and its owner(s) to the right of access to and use of the common area and those facilities owned and maintained by the Association.

The Additional Property is described as follows:

Plum Creek, Phase I, Section 2G a subdivision located in Hays County, Texas, according to map or plat thereof recorded in Plat Cabinet 12, Page(s)15-17, Official Records of Hays County, Texas.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be subject to restrictions and uniform assessments enforced by the Association.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be entitled to the right of access to and use of the common area and those facilities owned and maintained by the Association, subject to the rules stated in the Association Bylaws and Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, the Association hereby agrees to the Annexation of said Additional Property.

Agreed this 16th of August, 2004.

ASSOCIATION:

PLUM CREEK HOME OWNERS ASSOCIATION
A Texas Non-profit corporation

By: [Signature]
David C. Mahn
Director

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership
By: BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner
By: [Signature]
David C. Mahn
Vice President
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on Aug. 16, 2004, by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Sherry Spence
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on Aug. 16, 2004, by David C. Mahn, Director of PLUM CREEK HOME OWNERS ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.

Sherry Spence
Notary Public, State of Texas

After recording, please return to:
David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749
SUPPLEMENTAL DECLARATIONS FOR
PLUM CREEK PHASE 1, SECTION 2G

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF HAYS

§

The following supplemental declarations is made and executed by Plum Creek Development Partners, Ltd., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

WHEREAS, on March 19, 1999, Declarant executed that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions which is recorded at Volume 1516, Page 342, Official Public Records of Hays County, Texas (the "Original Declaration"), and

WHEREAS, on August 16, 2004 the Declarant executed that certain Annexation Agreement which is recorded at Volume 2526, Page(s) 279-280, Official Public Records of Hays County, Texas ("The Annexation Agreement") and

WHEREAS, Declarant desires to impose upon certain lots in Plum Creek Phase 1, Section 2-G, described herein on Exhibit "A" attached hereto, certain supplemental declarations which will supplement and modify the Original Declaration with additional covenants, conditions and restrictions that are appropriate for Plum Creek Phase 1, Section 2-G.

NOW, THEREFORE, PREMISES CONSIDERED, those lots described on Exhibit "A" attached hereto in Plum Creek Phase 1, Section 2-G are hereby made subject to the terms of the Original Declaration, as modified and supplemented by the Supplemental Declarations for Plum Creek Phase 1, Section 2-G as set forth on Exhibit "B" attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for Plum Creek Phase 1, Section 2-G as of this the 8th day of AUGUST, 2004.

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.
a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Mahn, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 18 day of August, 2004.

[SEAL]

Sherry Spence
Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires: 8/1/08
Twenty-Two (22) lots in Plum Creek Phase 1, Section 2-G, a subdivision in Hays County, Texas as shown by the map or plat thereof recorded in Cabinet 12, Pages 15-17, Official Records of Hays County, Texas, as follows:

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<td>11</td>
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</tbody>
</table>

Exhibit "A"
Exhibit "B"

Design Guidelines
Plum Creek Phase 1, Section 2-G

1. Minimum and Maximum Square Footage Of Improvements. The minimum and maximum square footages of the living area of the main residential structure located for each residential unit on any Lot exclusive of open porches, parking facilities and accessory dwellings shall be as follows:

<table>
<thead>
<tr>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>None</td>
</tr>
</tbody>
</table>

2. Accessory Dwelling Units. Accessory Dwelling Units shall be allowed on the following Lots:

None

Improvements on the above Lots shall be constructed in accordance with applicable City of Kyle ordinances and with this Master Declaration of Covenants, Conditions, and Restrictions.

3. Garages and Carports. All residences shall contain either an enclosed garage or, for those lots served by an alley, and for those lots not served by an alley and if approved by the Architectural Review Committee, a carport, either attached or detached from the living area of the main residential structure. Each garage or carport shall be designed and constructed to contain a minimum of two, nor more than three, passenger vehicles. Generally, carports shall not be located on a Lot so as to be visible from the street, and shall contain an enclosed area for the storage of lawn care equipment.

4. Building and Roofing Materials, Colors. The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures, accessory dwelling units, and garages.

5. Fences. The Architectural Review Committee shall review and approve in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

Appropriate fence types may take many forms, styles and materials so long as the conditions within this section are maintained: the style, location, height, and materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs. Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.
Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. **Landscaping Materials.** The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1, Section 2-G.

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**Filed for Record in:**
Hays County
On: Aug 23, 2004 at 10:59A
Document Number: 04024283
Amount: 22.00
Receipt Number: 108058
By,
Rebecca Hall, Deputy
Lee Carlisle, County Clerk
Hays County

**After recording, please return to:**

David Mahn
6001 W. William Cannon
Building 2, Suite 201
Austin, Texas 78749
Annexation Agreement

Whereas, the undersigned, Plum Creek Home Owners Association, Inc. ("Association"), has agreed to the annexation of additional sections of land ("Additional Property") by Plum Creek Development, Ltd., ("Declarant") to the Plum Creek Subdivision in Kyle Texas

Whereas, Declarant desires to add the Additional Property to the subdivision and encumber said Additional Property with the same Covenants, Conditions and restrictions as previous sections in the subdivision. In addition entitle the Additional Property and its owner(s) to the right of access to and use of the common area and those facilities owned and maintained by the Association.

The Additional Property is described as follows:

Plum Creek, Phase I, Section 2F a subdivision located in Hays County, Texas, according to map or plat thereof recorded in Plat Cabinet 12, Page(s) 12-14, Official Records of Hays County, Texas.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be subject to restrictions and uniform assessments enforced by the Association.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be entitled to the right of access to and use of the common area and those facilities owned and maintained by the Association, subject to the rules stated in the Association Bylaws and Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, the Association hereby agrees to the Annexation of said Additional Property.

Agreed this 14 of August, 2004.

ASSOCIATION:

PLUM CREEK HOME OWNERS ASSOCIATION
A Texas Non-profit corporation

By:  [Signature]
David C. Means
Director

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By:  BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By:  [Signature]
David C. Means
Vice President

[Signature]
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on Aug 16, 2004, by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on Aug 16, 2004, by David C. Mahn, Director of PLUM CREEK HOME OWNERS ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.

After recording, please return to:
David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749

Notary Public, State of Texas
SUPPLEMENTAL DECLARATIONS FOR
PLUM CREEK PHASE 1, SECTION 2F

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

The following supplemental declarations is made and executed by Plum Creek Development Partners, Ltd., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

WHEREAS, on March 19, 1999, Declarant executed that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions which is recorded at Volume 1516, Page 342, Official Public Records of Hays County, Texas (the "Original Declaration"); and

WHEREAS, on August 16, 2004 the Declarant executed that certain Annexation Agreement which is recorded at Volume 2526, Page(s) 284-285, Official Public Records of Hays County, Texas ("The Annexation Agreement") and,

WHEREAS. Declarant desires to impose upon certain lots in Plum Creek Phase 1, Section 2-F, described herein on Exhibit “A” attached hereto, certain supplemental declarations which will supplement and modify the Original Declaration with additional covenants, conditions and restrictions that are appropriate for Plum Creek Phase 1, Section 2-F.

NOW, THEREFORE, PREMISES CONSIDERED, those lots described on Exhibit “A” attached hereto in Plum Creek Phase 1, Section 2-F are hereby made subject to the terms of the Original Declaration, as modified and supplemented by the Supplemental Declarations for Plum Creek Phase 1, Section 2-F as set forth on Exhibit “B” attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for Plum Creek Phase 1, Section 2-F as of this the 18th day of August, 2004.

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.
a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Mahn, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 18 day of August, 2004.

[SEAL]

Notary Public, State of Texas

My Commission Expires: 8/18
Exhibit “A”

Nineteen (19) lots in Plum Creek Phase 1, Section 2-F, a subdivision in Hays County, Texas as shown by the map or plat thereof recorded in Cabinet 12, Pages 12-14, Official Records of Hays County, Texas, as follows:

<table>
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<tr>
<td>11</td>
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</tr>
</tbody>
</table>
Exhibit "B"

Design Guidelines
Plum Creek Phase 1, Section 2-F

1. **Minimum and Maximum Square Footage Of Improvements.** The minimum and maximum square footages of the living area of the main residential structure located for each residential unit on any Lot exclusive of open porches, parking facilities and accessory dwellings shall be as follows:

<table>
<thead>
<tr>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>None</td>
</tr>
</tbody>
</table>

2. **Accessory Dwelling Units.** Accessory Dwelling Units shall be allowed on the following Lots:

   None

   Improvements on the above Lots shall be constructed in accordance with applicable City of Kyle ordinances and with this Master Declaration of Covenants, Conditions, and Restrictions.

3. **Garages and Carports.** All residences shall contain either an enclosed garage or, for those lots served by an alley, and for those lots not served by an alley and if approved by the Architectural Review Committee, a carport, either attached or detached from the living area of the main residential structure. Each garage or carport shall be designed and constructed to contain a minimum of two, nor more than three, passenger vehicles. Generally, carports shall not be located on a Lot so as to be visible from the street, and shall contain an enclosed area for the storage of lawn care equipment.

4. **Building and Roofing Materials, Colors.** The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures, accessory dwelling units, and garages.

5. **Fences.** The Architectural Review Committee shall review and approve in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

   Appropriate fence types may take many forms, styles and materials so long as the conditions within this section are maintained; the style, location, height, and materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs.
Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.

Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. **Landscaping Materials.** The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1, Section 2-F.

After recording, please return to:

David Mahn
6001 W. William Cannon
Building 2, Suite 201
Austin, Texas 78749
SUPPLEMENTAL DECLARATIONS FOR
PLUM CREEK PHASE 1, SECTION 1F

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS THAT:

The following supplemental declarations is made and executed by Plum Creek Development Partners, Ltd., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

WHEREAS, on March 19, 1999, Declarant executed that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions which is recorded at Volume 1516, Page 342. Official Public Records of Hays County, Texas (the “Original Declaration”); and

WHEREAS, on August 16, 2004 the Declarant executed that certain Annexation Agreement which is recorded at Volume 2526, Page(s) 289-290, Official Public Records of Hays County, Texas (“The Annexation Agreement”) and,

WHEREAS, Declarant desires to impose upon certain lots in Plum Creek Phase 1, Section 1-F, described herein on Exhibit “A” attached hereto, certain supplemental declarations which will supplement and modify the Original Declaration with additional covenants, conditions and restrictions that are appropriate for Plum Creek Phase 1, Section 1-F,

NOW, THEREFORE, PREMISES CONSIDERED, those lots described on Exhibit “A” attached hereto in Plum Creek Phase 1, Section 1-F are hereby made subject to the terms of the Original Declaration, as modified and supplemented by the Supplemental Declarations for Plum Creek Phase 1, Section 1-F as set forth on Exhibit “B” attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for Plum Creek Phase 1, Section 1-F as of this the ___ day of ___ August___, 2004.

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.
a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Mahn, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 18 day of August, 2004.

[SEAL]

[Notary's Printed or Typed Name]

My Commission Expires: 8/1/08
Seventeen (17) lots in Plum Creek Phase 1, Section 1-F, a subdivision in Hays County, Texas as shown by the map or plat thereof recorded in Cabinet 12, Pages 31-33, Official Records of Hays County, Texas, as follows:

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Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. **Landscaping Materials.** The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1, Section 1-F.

After recording, please return to:

David Mahn
6001 W. William Cannon
Building 2, Suite 201
Austin, Texas 78749
Annexation Agreement

Whereas, the undersigned, Plum Creek Home Owners Association, Inc. ("Association"), has agreed to the annexation of additional sections of land ("Additional Property") by Plum Creek Development, Ltd., ("Declarant") to the Plum Creek Subdivision in Kyle Texas

Whereas, Declarant desires to add the Additional Property to the subdivision and encumber said Additional Property with the same Covenants, Conditions and restrictions as previous sections in the subdivision. In addition entitle the Additional Property and its owner(s) to the right of access to and use of the common area and those facilities owned and maintained by the Association.

The Additional Property is described as follows:

Plum Creek, Phase I, Section 1F a subdivision located in Hays County, Texas, according to map or plat thereof recorded in Plat Cabinet 12, Page(s) 31-33, Official Records of Hays County, Texas.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be subject to restrictions and uniform assessments enforced by the Association.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be entitled to the right of access to and use of the common area and those facilities owned and maintained by the Association, subject to the rules stated in the Association Bylaws and Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, the Association hereby agrees to the Annexation of said Additional Property.

Agreed this 14th of AUGUST, 2004.

ASSOCIATION:

PLUM CREEK HOME OWNERS ASSOCIATION
A Texas Non-profit corporation

By:
David C. Malin
Director

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BCI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Malin
Vice President
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Aug 16, 2004, by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Aug 16, 2004, by David C. Mahn, Director of PLUM CREEK HOME OWNERS ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

After recording, please return to:
David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749
CASH WARRANTY DEED

Date: April 18, 2005

Grantor: Plum Creek Development Partners, Ltd., a Texas limited partnership

Grantor's Mailing Address (including county):
6001 W. William Cannon Bldg. 2, Suite 201, Austin, Travis County, Texas 78749

Grantee: Plum Creek Homeowners Association, Inc., a Texas Corporation

Grantee's Mailing Address (including county):
6001 W. William Cannon Bldg. 2, Suite 201, Austin, Travis County, Texas 78749

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A"

Reservations from and Exceptions to Conveyance and Warranty:

Easements, set-backs, and rights-of-way of record, ad valorem taxes for 2005; all presently recorded agreements, restrictions, reservations, covenants, conditions, mineral severances, and other documents that affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee. Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.
Grantor:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Mahn, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on April 18, 2005 by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

After recording, please return to:
David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749
SUPPLEMENTAL DECLARATIONS FOR
PLUM CREEK PHASE 1, SECTION 2H

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS THAT:

The following supplemental declarations is made and executed by Plum Creek Development Partners, Ltd., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

WHEREAS, on March 19, 1999, Declarant executed that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions which is recorded at Volume 1516, Page 342, Official Public Records of Hays County, Texas (the "Original Declaration"); and

WHEREAS, on April 18, 2005 the Declarant executed that certain Annexation Agreement which is recorded at Volume 2671, Page 668, Official Public Records of Hays County, Texas ("The Annexation Agreement") and

WHEREAS, Declarant desires to impose upon certain lots in Plum Creek Phase 1, Section 2-H, described herein on Exhibit "A" attached hereto, certain supplemental declarations which will supplement and modify the Original Declaration with additional covenants, conditions and restrictions that are appropriate for Plum Creek Phase 1, Section 2-H.

NOW, THEREFORE, PREMISES CONSIDERED, those lots described on Exhibit "A" attached hereto in Plum Creek Phase 1, Section 2-H are hereby made subject to the terms of the Original Declaration, as modified and supplemented by the Supplemental Declarations for Plum Creek Phase 1, Section 2-H as set forth on Exhibit "B" attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for Plum Creek Phase 1, Section 2-H as of this the 25th day of April, 2005.

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD., a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, general partner

By: David C. Mahn, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 25 day of April, 2005.

[SEAL]

Notary Public, State of Texas

My Commission Expires: 8/1/08
Exhibit “A”

One Hundred Four (104) lots in Plum Creek Phase 1, Section 2-H, a subdivision in Hays County, Texas as shown by the map or plat thereof recorded in Cabinet 12, Pages 220-223, Official Records of Hays County, Texas, as follows:

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Exhibit "B"

Design Guidelines
Plum Creek  Phase 1, Section 2-H

1. Minimum and Maximum Square Footage Of Improvements. The minimum and maximum square footages of the living area of the main residential structure located for each residential unit on any Lot exclusive of open porches, parking facilities and accessory dwellings shall be as follows:

   Minimum  Maximum

   1000          None

2. Accessory Dwelling Units. Accessory Dwelling Units shall be allowed on the following Lots:

   None

Improvements on the above Lots shall be constructed in accordance with applicable City of Kyle ordinances and with this Master Declaration of Covenants, Conditions, and Restrictions.

3. Garages and Carports. All residences shall contain either an enclosed garage or, for those lots served by an alley, and for those lots not served by an alley and if approved by the Architectural Review Committee, a carport, either attached or detached from the living area of the main residential structure. Each garage or carport shall be designed and constructed to contain a minimum of two, nor more than three, passenger vehicles. Generally, carports shall not be located on a Lot so as to be visible from the street, and shall contain an enclosed area for the storage of lawn care equipment.

4. Building and Roofing Materials, Colors. The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures, accessory dwelling units, and garages.

5. Fences. The Architectural Review Committee shall review and approve in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

   Appropriate fence types may take many forms, styles and materials so long as the conditions within this section are maintained; the style, location, height, and materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs. Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.
Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. **Landscaping Materials.** The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1, Section 2-H.
Annexation Agreement

Whereas, the undersigned, Plum Creek Home Owners Association, Inc. ("Association"), has agreed to the annexation of additional sections of land ("Additional Property") by Plum Creek Development, Ltd., ("Declarant") to the Plum Creek Subdivision in Kyle Texas

Whereas, Declarant desires to add the Additional Property to the subdivision and encumber said Additional Property with the same Covenants, Conditions and restrictions as previous sections in the subdivision. In addition entitle the Additional Property and its owner(s) to the right of access to and use of the common area and those facilities owned and maintained by the Association.

The Additional Property is described as follows:

Plum Creek, Phase I, Section 2H a subdivision located in Hays County, Texas, according to map or plat thereof recorded in Plat Cabinet 12, Page(s)220-223, Official Records of Hays County, Texas.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be subject to restrictions and uniform assessments enforced by the Association.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be entitled to the right of access to and use of the common area and those facilities owned and maintained by the Association, subject to the rules stated in the Association Bylaws and Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, the Association hereby agrees to the Annexation of said Additional Property.

Agreed this 18 of April, 2005.

ASSOCIATION:

PLUM CREEK HOME OWNERS ASSOCIATION
A Texas Non-profit corporation

By: [Signature]
   Director

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: [Signature]
   David C. Mann
   Vice President
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on April 18, 2005, by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Sherry Spence
My Commission Expires
August 01 2008

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on April 18, 2005, by David C. Mahn, Director of PLUM CREEK HOME OWNERS ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

Sherry Spence
My Commission Expires
August 01 2008

After recording, please return to:
David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749
AMENDED AND RATIFIED EASEMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HAYS §

WHEREAS, the Plum Creek Conservation District (the "District") is a political subdivision of the State of Texas created in furtherance of Article XVI, Section 59, TEXAS CONSTITUTION, pursuant to special legislative act previously codified at TEX. REV. CIV. STAT. ANN. ART. 8280-1294, as amended (the "Act"); and

WHEREAS, the District operates in portions of Hays and Caldwell Counties pursuant to applicable special and general laws of the State of Texas, including the Act and Chapters 36, 49 and 51 of the Texas Water Code; and

WHEREAS, Lee L. Wittenburg and Lizzie Wittenburg executed an Easement in favor of the District dated November 10, 1961, recorded in Volume 189, Page 142 of the Real Property Records of Hays County, Texas, regarding certain property more particularly described therein; which Easement was amended by that certain Amended Easement executed by Lee L. Wittenburg and Lizzie Wittenburg in favor of the District dated June 15, 1964, recorded in Volume 203, Page 601 of the Real Property of Hays County, Texas (collectively, the "Wittenburg Easement"); and

WHEREAS, Richard V. W. Negley and wife, Laura B. Negley, executed an Easement in favor of the District on or about January 8, 1965, recorded in Volume 203 Page 591 of the Real Property Records of Hays Count, Texas, regarding certain property more particularly described therein; which Easement was modified and executed by Richard V. W. Negley and wife, Laura B. Negley in favor of the District, recorded in Volume 214, Page 551 of the Real Property of Hays County, Texas (the "Negley Easement"); and

WHEREAS, Plum Creek Development Partners, Ltd., Mountain City Golf Co., LLC, and Plum Creek Homeowners Association, represent that they, collectively, are the current owners ("Landowners") of the various properties covered by the Wittenburg Easement and the Negley Easement which, collectively, are referred to in this document as the "Inundation Easement"; and

WHEREAS, Landowners have requested that the District agree to amend the Original Inundation Easement for the limited purpose of substituting a metes and bounds property description; and

WHEREAS, the proposed metes and bounds descriptions are attached hereto as Exhibit A; and

WHEREAS, the District is amenable to grant the request as stated herein;
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the property description for the Innundation Easement by substituting the metes and bounds descriptions of the Innundation Easement contained in Exhibit A.

It is understood and agreed by the parties that past and existing uses of the Innundation Easement may continue as presently constituted; that any future use of the First Tract and the Second Tract (as those terms are defined in the Negley Easement) will be limited to the purposes provided in the Negley Easement for the First Tract and Second Tract, respectively; and that nothing shall be constructed or placed (a) on the portion of the Innundation Easement, including any portion used for access to the flood water retarding structure located in the Innundation Easement that will materially impair access to the structure by vehicles, equipment and personnel needed to maintain, inspect, repair or rebuild the structure; and/or (b) which materially affects the use of the Innundation Easement for water retarding, water inundation, or other purposes as permitted by the Innundation Easement.

Except as expressly amended herein, the rights, privileges and obligations granted, conveyed and/or assumed by the respective Party, their successors, heirs, legal representatives and assigns, as appropriate, pursuant to the Wittenburg Easement and the Negley Easement remain in full force and effect, and are hereby ratified by the Parties, it being the intention of the Parties that this Amended and Ratified Easement serve solely to amend the Wittenburg Easement and the Negley Easement for the limited purposes expressed herein.

EXECUTED to be effective on the 17th day of August, 2004.

LANDOWNERS:

PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, General Partner

By: Benchmark Land Development, Inc.,
a Texas corporation, General Partner

By: David C. Mahn, Vice President

MOUNTAIN CITY GOLF CO., LLC
Address: 750 Kohlers Crossing
Kyle, TX 78640

By: (Title) GENERAL MANAGER
PLUM CREEK HOMEOWNERS ASSOCIATION

Address: _______________________________

By: ________________________________
(Title) ______________________________

GRANTEE:

PLUM CREEK CONSERVATION DISTRICT

By: ________________________________
James A. Holt, Jr.
President, Board of Directors
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 21 day of July, 2004, by David C. Mahn, in his capacity as Vice President of Benchmark Land Development, Inc., a Texas corporation, the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership, the General Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed.

Kevin H. Thomas
Notary Public Signature
Printed Name: Kevin H. Thomas
My Commission Expires: Aug. 29, 2004
THE STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this 28 day of July, 2004, by Kevin Edge, on behalf of Mountain City Golf Col. L.L.C., a Texas limited liability company, in his capacity as President thereof, for the purposes and consideration therein expressed.

Kevin H. Thomas
Notary Public Signature

Printed Name: Kevin H. Thomas

My Commission Expires: Aug. 29, 2004
THE STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this 21st day of July, 2004, by David C. Maha, on behalf of Plum Creek Homeowners Association, a Texas Corporation, in his capacity as President thereof, for the purposes and consideration therein expressed.

Notary Public Signature

Printed Name: Kevin H. Thomas

My Commission Expires: Aug. 29, 2004
THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this 17 day of August, 2004, by James A. Holt, Jr., on behalf of Plum Creek Conservation District of Lockhart, Texas, in his capacity as President of the District's Board of Directors for the purposes and consideration therein expressed.

[Signature]

Notary Public Signature

Printed Name: J. FREDIE BELL

My Commission Expires: 8-30-08
FIELD NOTES DESCRIPTION


COMMENCING at a Type 2 concrete right-of-way monument found at the intersection of the south line of County Road No. 171, also known as Kohler's Krossing, with the east right-of-way line of FM 2770, said concrete monument being 70.00 feet left of FM 2770 centerline station 268+29.14 as described in the deed dated May 26, 1994, from Richard V.W. Negley c/o William Negley, Life Tenant, to the State of Texas, of record in Volume 1076, Page 199, Official Public Records of Hays County, Texas, and being the northwest corner of the remainder portion of the 849.267 acres referenced in the deeds to said William Negley of record in Volume 322, Page 584 and Volume 322, Page 589, Deed Records of Hays County, Texas, subsequently conveyed to Mountain Plum, Ltd. by instrument of record in Volume 2047, Page 133, Official Public Records of Hays County, Texas: N13°922',841.81'-ft, E2°319',929.42'-ft

THENCE, with the south line of said County Road No. 171, same being the north line of the remainder of said Mountain Plum, Ltd. remainder tract, the following three (3) courses and distances:

1) N 52° 04' 26" E a distance of 98.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set at an angle point,

2) N 87° 01' 00" E a distance of 1.225.18 feet to a ½-inch iron rod with plastic cap stamped "LAI" found at an angle point, and
3) N 87° 04' 02" E a distance of 762.64 feet to a ½-inch iron rod with plastic cap stamped "LAI" found at an angle point:

THENCE S 04° 20' 08" E, leaving the south line of said County Road 171, and crossing said Mountain Plum, Ltd. remainder tract, a distance of 435.61 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the north corner and POINT OF BEGINNING of the tract described herein. same being the north corner of the 2.404 acre portion of said 4.519 acre tract called Area 10; 
N-13,922.570.50-ft. E-2.322,024.61-ft

THENCE continuing across the said Mountain Plum Ltd. remainder tract the following two (2) courses and distances:

1) S 45° 11' 17" E a distance of 390.11 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point. and

2) S 19° 05' 34" E a distance of 113.21 feet to a calculated point in the northwestern line of said Tract 2, same being a line common with said Mountain Plum, Ltd. remainder tract, for a point in the north line of the tract described herein from which a ½-inch iron rod found for an angle point in the northern line of said Tract 2 bears N 21° 35' 40" E a distance of 344.22 feet;

THENCE crossing said Tract 2 with the north line of the tract described herein, the following six (6) courses and distances:

1) S 19° 05' 34" E a distance of 376.77 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,

2) S 48° 11' 44" E a distance of 261.09 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,

3) S 54° 10' 41" E a distance of 232.03 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,

4) S 60° 31' 33" E a distance of 387.84 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point.

5) S 74° 28' 05" E a distance of 179.94 feet to a ½-inch iron rod found for the most northern corner of said Tract 1-C. and

6) S 63° 27' 14" E a distance of 420.37 feet to a ½-inch iron rod found for the northeast corner of said Tract 1-C, being an angle point in a south line of said Tract 2 and being an angle point in the north line of the tract described herein:

THENCE S 63° 16' 04" E. with a south line of said Tract 2, a distance of 52.06 feet to a cross cut in a concrete golf cart path set for the most northeastern inside ell corner of said Tract 2 and being the northeast corner of the tract described herein:

THENCE with an inside west line of said Tract 2, same being the east line of said Plum Creek Development Partners, Ltd. 35.475 acre tract. the following two (2) courses and distances:
1) S 18° 50' 41" W a distance of 706.30 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point, and

2) S 22° 31' 46" W a distance of 480.61 feet to a calculated point for an inside ell corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point bears S 22° 31' 46" W a distance of 132.72 feet;

**THENCE** leaving the common line of said 35.475 acre tract and said Tract 2. and crossing said Tract 2, the following five (5) courses and distances:

1) S 45° 39' 29" E a distance of 191.82 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a reentrant corner.

2) S 44° 20' 31" W a distance of 200.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a reentrant corner.

3) N 45° 39' 29" W a distance of 96.95 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an inside ell corner,

4) S 23° 19' 58" W a distance of 720.72 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point.

5) S 27° 49' 48" W a distance of 337.73 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point, and

6) N 67° 59' 29" E a distance of 470.86 feet to a ½-inch iron rod found for the northern west corner of said 5.4040 acre tract described in the said deed to Plum Creek Development Partners. Ltd. of record in Volume 2444, Page 195, Official Public Records of Hays County, Texas and attached as Exhibit "B" therein. and being an angle point in the eastern north line of the tract described herein;

**THENCE** N 67° 28' 41" E. with the north line of said 5.4040 acre tract. same being a southeastern line of said Tract 2. a distance of 693.22 feet to a ½-inch iron rod found for the northwest corner of said 5.4040 acre tract, same being a reentrant corner of said Tract 2. and being a angle point in the eastern north line of the tract described herein;

**THENCE** crossing said Tract 2 the following three (3) courses and distances:

1) N 67° 43' 05" E. a distance of 207.56 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a reentrant corner.

2) S 44° 35' 00" E a distance of 191.28 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for reentrant corner, and

3) S 67° 41' 43" W a distance of 236.23 feet to a calculated point in a southeastern line of said Tract 2. same being the north line of said 5.4040 acre tract and being a point in the eastern south line of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "MCANGUS" found for the west corner of a 0.811 acre tract called Tract 1-E in said deed of record in Volume 2126, Page 504, Official Public Records of Hays County, Texas. bears S 36° 12' 39" E a distance of 540.83 feet;
THENCE S 67° 41' 43" W. crossing said 5.4040 acre tract, a distance of 743.18 feet to a calculated point in the south line of said 5.4040 acre tract, same being an inside line of said Tract 2. and an angle point of the tract described herein;

THENCE crossing said Tract 2 the following six (6) courses and distances numbered 2 through 6:

1) S 67° 41' 43" W, a distance of 577.42 feet to a ½-inch iron rod with plastic cap stamped “LAI” set at a point of curvature,

2) with the arc of a curve to the right, having a radius of 225.00 feet, an arc distance of 370.99 feet and a chord bearing N 65° 04' 07" W, a distance of 330.37 feet to a ½-inch iron rod with plastic cap stamped “LAI” set,

3) N 17° 49' 56" W, a distance of 198.42 feet to a ½-inch iron rod with plastic cap stamped “LAI” set,

4) S 72° 10' 04" W, a distance of 167.20 feet to a ½-inch iron rod with plastic cap stamped “LAI” set.

5) S 67° 02' 22" W, a distance of 34.30 feet to a calculated point in the north line of said Tract 1-F, from which a ½-inch iron rod with plastic cap stamped “LAI” set for a corner of the remaining portion of said 849.267 acre tract, now being the northeast corner of said 5.5333 acre tract. bears S 83° 28' 36" E, a distance of 157.95 feet, and

6) S 67° 02' 22" W, a distance of 13.86 feet to a calculated point in the south line of said Tract 1-F, same being the north line of said 5.5333 acre tract, from which said ½-inch iron rod with plastic cap stamped “LAI” set for a corner of said remaining portion of said 849.267 acre tract, now being the northeast corner of said 5.5333 acre tract. bears S 85° 46' 26" E, a distance of 170.15 feet;

THENCE S 67° 02' 22" W, crossing said 5.5333 acre tract, a distance of 452.44 feet to a calculated point in the south line of said 5.5333 acre tract, same being the north line of Plum Creek Phase I Section 4, a subdivision according to the plat of record in Cabinet/Volume 9, Page 364, Plat Records of Hays County, Texas, same being the north line of Fairway, a 60-ft wide right-of-way dedicated by said plat of said Section 4, for the most southern southeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped “LAI” set previously for a point of tangency in the north line of said Section 4 bears along the arc of a curve to the right having a radius of 930.00 feet, an arc distance of 398.51 feet and a chord bearing S 26° 34' 22" E, a distance of 395.47 feet;

THENCE with the south line of said 5.5333 acre tract, same being the north line of said Section 4, being the arc of a curve to the left having a radius of 930.00 feet, an arc distance of 276.88 feet and a chord bearing N 47° 22' 37" W, a distance of 275.86 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for a point of tangency, and being the common north corner of said Plum Creek Phase I Section 4 and Plum Creek Phase I Section 3B, a subdivision according to the plat of record in Cabinet/Volume 10, Page 229, Plat Records of Hays County, Texas;

THENCE continuing with the north line of said Fairway. through the northern portion of said Section 3B, the following three (3) courses and distances:

1) N 55° 54' 21" W a distance of 219.74 feet to a ½-inch iron rod with plastic cap stamped “LAI” previously set for an angle point.
2) with the arc of a curve to the right having a radius of 999.29 feet, an arc distance of 152.36 feet and a chord bearing N 51° 32' 35" W a distance of 152.21 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set, and

3) N 47° 10' 36" W a distance of 313.93 feet to a calculated point for the southwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set bears N 47° 10' 36" W a distance of 42.69 feet;

THENCE N 28° 59' 44" E, leaving the north line of said Fairway and crossing said Plum Creek Phase I Section 3-B, at a distance of 10.80 feet pass a calculated point in the north line of Lot L.E./PED X-ing/P.U.E. in said Plum Creek Phase I Section 3B. from which a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of said Section 3B bears N 54° 03' 10" W a distance of 0.48 feet, and continuing for a total distance of 10.96 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of said Tract 1-F:

THENCE N 28° 59' 44" E, a distance of 239.06 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point, from which an ell corner of said Section 3B. same being a southern corner of said Tract 1-F marked by a ½-inch iron rod with plastic cap stamped "LAI" set, bears N 82° 09' 37" W a distance of 0.50 feet, and

THENCE N 51° 20' 07" W, with the north line of said Tract 1-F, being a line common with the remainder of said Tract 2. a distance of 210.66 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most western southwest corner of the tract described herein;

THENCE leaving the north line of said Tract 1-F and crossing said Tract 2 the following two (2) courses and distances:

1) N 12° 01' 33" W, a distance of 364.98 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point. and

2) N 42° 09' 55" E, a distance of 83.98 feet to a calculated point in the south line of said Tract 1-H, for the northwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "MCANGUS" bears N 47° 47' 07" W. a distance of 269.62 feet;

THENCE through Tract 1-H the following three (3) courses and distances:

1) S 55° 50' 44" E a distance of 83.02 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point.

2) S 63° 44' 23" E a distance of 108.15 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point. and

3) with the arc of a curve to the right having a radius of 575.00 feet, an arc distance of 230.19 feet and a chord bearing S 52° 14' 24" E a distance of 228.66 feet to a calculated point in the northeast line of said Tract 1-H, from which a ½-inch iron rod with plastic cap stamped "LAI" set for the northeast corner of said Tract 1-H bears N 12° 55' 15" W a distance of 28.03 feet, and being the southern west corner of said 5.333 acre tract:
THENCE with the west line of said 5.333 acre tract, same being a boundary of the said remaining portion of said 849.267 acre tract described in deeds to William Negley. Life Tenant of record in Volume 322, Page 504, and Volume 322. Page 589, Deed Records of Hays County, Texas, said remainder subsequently deeded to Mountain Plum, Ltd. by instrument of record in Volume 2047. Page 133, Official Public Records of Hays County. Texas, the following six (6) courses and distances:

1) S 34° 14' 56" E a distance of 207.78 feet to a ½-inch iron rod with plastic cap stamped “LAI” set for an angle point.

2) N 77° 36' 15" E, a distance of 781.03 feet a ½-inch iron rod with plastic cap stamped “LAI” set for a point of curvature.

3) with the arc of a curve to the left, having a radius 85.00 feet, an arc distance of 133.52 feet. and a chord bearing N 32° 36' 15" E. a distance of 120.21 feet to a ½-inch iron rod with plastic cap stamped “LAI” set,

4) N 12° 23' 45" W a distance of 414.83 feet to a ½-inch iron rod with plastic cap stamped “LAI” set for a point of curvature.

5) with the arc of a curve to the left having a radius of 300.00 feet, an arc distance of 408.53 feet and a chord bearing N 51° 24' 28" W a distance of 377.69 feet to a ½-inch iron rod with plastic cap stamped “LAI” set, and

6) S 89° 34' 49" W, a distance of 355.81 feet to a calculated point in the east line of said Tract 1-C, from which a ½-inch iron rod with plastic cap stamped “LAI” set for the south corner of said Tract 1-C bears S 67° 52' 39" W, a distance of 261.51 feet:

THENCE through said Tract 1-C the following two (2) courses and distances:

1) S 89° 34' 49" W a distance of 31.18 feet to a ½-inch iron rod with plastic cap stamped “LAI” set, and

2) with the arc of a curve to the right having a radius of 175.00 feet, an arc distance of 78.12 feet and a chord bearing N 76° 58' 19" W a distance of 77.47 feet to a ½-iron rod with plastic cap stamped “MCANGUS” found for an angle point in the northwest line of said Tract 1-C and an angle point of the tract described herein;

THENCE N 62° 11' 56" W, continuing across said Tract 1-C, a distance of 262.15 feet to a calculated point in the southwest line of said Tract 1-C, from which a ½-inch iron rod with plastic cap stamped “LAI” set for the south corner of said Tract 1-C bears S 22° 01' 44" E a distance of 256.73 feet:

THENCE with the south, west and north lines of the 1.806 acre portion of said 4.519 acre tract called Area 6 in the said deed to Plum Creek Development Partners, Ltd. of record in Volume 2459. Page 542, Official Public Records of Hays County. Texas, the following six (6) courses and distances:

1) N 62° 11' 56" W a distance of 280.68 feet to a ½-inch iron rod with plastic cap stamped “LAI” set for an angle point.

2) N 72° 16' 28" W a distance of 161.96 feet to a ½-inch iron rod with plastic cap stamped “LAI” set for an angle point.
3) S 89° 59' 28" W a distance of 132.92 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the southwest corner of said 1.806 acre tract and the most western southwest corner of the tract described herein.

4) N 26° 42' 21" E a distance of 217.84 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most southern northwest corner of said 1.806 acre tract and a reentrant corner of the tract described herein,

5) S 65° 19' 21" E a distance of 306.90 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of said 1.806 acre tract and of the tract described herein, and

6) N 21° 05' 32" E a distance of 80.33 feet to a calculated point in the west line of said Tract 2, same being the south line of a called 0.2844 acre tract described in a deed to from Mountain City Golf Co., L.L.C. to Plum Creek Development Partners, Ltd. dated November 5, 2003, of record in Volume 2348, Page 346, and Document No. 03036092, Official Public Records of Hays County, Texas;

THENCE N 21° 05' 32" E. crossing said 0.2844 acre tract. a distance of 53.63 feet to a calculated point in the northeast line of said 0.2844 acre tract. same being the southwestern line of said Tract 1-B, from which a ½-inch iron rod with plastic cap stamped "MCANGUS" found for an angle point in the north line of said 0.2844 acre tract bears S 13° 04' 07" E a distance of 20.31 feet;

THENCE S 68° 38' 29" E, crossing said Tract 1-B. a distance of 274.05 feet to a calculated angle point in the northern southwestern line of said Tract 1-B, same being the west corner of the 0.309 acre portion of said 4.519 acre tract called Area 7, from which a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point in a southern line of said Tract 1-B bears N 39° 57' 01" W a distance of 303.72 feet;

THENCE S 68° 38' 29" E, leaving the southern line of said Tract 1-B, and crossing said Mountain Plum, Ltd. remainder tract. with the north line of said Area 7, a distance of 296.83 feet to a calculated point in the west line of said Tract 1-B for the northeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point in the west line of said Tract 1-B bears N 30° 54' 59" E a distance of 44.70 feet,

THENCE crossing said Tract 1-B the following two (2) courses and distances:

1) S 68° 38' 29" E a distance of 33.39 feet to a ½-inch iron rod with plastic cap stamped "LAI" set, and

2) N 23° 16' 12" E a distance of 720.82 feet to a ½-inch iron rod with plastic cap stamped "MCANGUS" found for an angle point in the east line of said Tract 1-B;

THENCE crossing said Tract 1-B with the arc of a curve to the left having a radius of 1.755.00 feet, an arc distance of 174.06 feet and a chord bearing N 20° 48' 31" E a distance of 173.99 feet to a calculated point in the west line of said Tract 1-B, same being the south corner of the 2.404 acre portion of said 4.519 acre tract called Area 10, from which a ½-inch iron rod found for an angle point in the west line of said Tract 1-B bears S 32° 54' 47" W a distance of 163.49 feet;

THENCE with the west line of said 2.404 acre Area 10 tract, the following three (3) courses and distances:
123.210-ac
Henry Loller Sur.. A-290
Jesse Day Surs.. A-152 & 159
Hays County, Texas

1) with the arc of a curve to the left having a radius of 1.755.00 feet, an arc distance of 643.65 feet and a
chord bearing N 07° 27' 38" E a distance of 640.05 feet to a ½-inch iron rod with plastic cap stamped
"LAI" set for an angle point.

2) N 33° 05' 15" W a distance of 261.59 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for
an angle point. and

3) N 38° 32' 39" E a distance of 60.00 feet to the POINT OF BEGINNING and containing 123.210
acres of land more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83. The coordinates shown
hereon are grid; the distances are surface. To convert the distances to grid multiply by the project
combined scale factor of 0.999907.

LAI WORD FILE: FN0485(wdo)

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

That I, William D. O'Hara, a Registered Professional Land Surveyor, do hereby certify that the above
description and the accompanying plat is true and correct to the best of my knowledge and belief and that
the property described herein was determined by a survey made on the ground during the months of
October and November 2003. and August 2004. under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 3rd
of August 2004 A.D.

Loomis Austin. Inc
Austin, Texas 78746

William D. O'Hara
Registered Professional Land Surveyor No. 4878
State of Texas
Annexation Agreement

Whereas, the undersigned, Plum Creek Home Owners Association, Inc. ("Association"), has agreed to the annexation of additional sections of land ("Additional Property") by Plum Creek Development, Ltd., ("Declarant") to the Plum Creek Subdivision in Kyle Texas

Whereas, Declarant desires to add the Additional Property to the subdivision and encumber said Additional Property with the same Covenants, Conditions and restrictions as previous sections in the subdivision. In addition entitle the Additional Property and its owner(s) to the right of access to and use of the common area and those facilities owned and maintained by the Association.

The Additional Property is described as follows:

Plum Creek, Phase I, Section 1C a subdivision located in Hays County, Texas, according to map or plat thereof recorded in Plat Cabinet 13, Page(s) 8-10, Official Records of Hays County, Texas.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be subject to restrictions and uniform assessments enforced by the Association.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be entitled to the right of access to and use of the common area and those facilities owned and maintained by the Association, subject to the rules stated in the Association Bylaws and Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, the Association hereby agrees to the Annexation of said Additional Property.

Agreed this 10 of December, 2005.

ASSOCIATION:

PLUM CREEK HOME OWNERS ASSOCIATION
A Texas Non-profit corporation

By: David C. Mahn
Director

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BCI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By: Benchmark Land Development, Inc.,
a Texas corporation, general partner

By: David C. Mahn
Vice President
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on December 10, 2005, by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on December 10, 2005, by David C. Mahn, Director of PLUM CREEK HOME OWNERS ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

Filed for Record in:
Hays County
On: Dec 12, 2005 at 04:31P
Document Number: 05036105
Amount: 20,000
Receipt Number - 138160
By,
Lynn Curry, Deputy
Lee Carlisle, County Clerk
Hays County
CASH WARRANTY DEED

Date: December 9, 2005

Grantor: Plum Creek Development Partners, Ltd., a Texas limited partnership

Grantor’s Mailing Address (including county):
6001 W. William Cannon Bldg. 2, Suite 201, Austin, Travis County, Texas 78749

Grantee: Plum Creek Homeowners Association, Inc., a Texas Corporation

Grantee’s Mailing Address (including county):
6001 W. William Cannon Bldg. 2, Suite 201, Austin, Travis County, Texas 78749

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

See Exhibit “A”

Reservations from and Exceptions to Conveyance and Warranty:

Easements, set-backs, and rights-of-way of record, ad valorem taxes for 2005; all presently recorded agreements, restrictions, reservations, covenants, conditions, mineral severances, and other documents that affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee. Grantee’s heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor’s heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee’s heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.
Grantor:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By:

David C. Mahn, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 10, 2005 by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Sherry Spence
My Commission Expires August 01 2008
Notary Public, State of Texas

After recording, please return to:
David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749
Exhibit "A"

Private Park, Lot 11, Block A: Private Alley 1C-1 Row; Private Alley 1C-2 Row; Private Alley 1C-3 Row; Private Alley 1C-4 Row; Cleveland, Private Row; L.E. 1C-1; L.E. 1C-2; Plum Creek, Phase I, Section 1C, a subdivision located in Hays County, Texas according to map or plat thereof recorded in Cabinet 13, Page(s) 8-10, Official Records of Hays County, Texas.
SUPPLEMENTAL DECLARATIONS FOR
PLUM CREEK PHASE 1, SECTION 1-C

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS THAT:

The following supplemental declarations is made and executed by Plum Creek Development Partners, Ltd., a Texas limited partnership ("Declarant"); and is as follows:

RECITALS

WHEREAS, on March 19, 1999, Declarant executed that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions which is recorded at Volume 1516, Page 342, Official Public Records of Hays County, Texas (the "Original Declaration"); and

WHEREAS, on December 10, 2005 the Declarant executed that certain Annexation Agreement which is recorded at Volume 2825, Page(s) 320-321, Official Public Records of Hays County, Texas ("The Annexation Agreement") and

WHEREAS, Declarant desires to impose upon certain lots in Plum Creek Phase 1, Section 1-C, described herein on Exhibit "A" attached hereto, certain supplemental declarations which will supplement and modify the Original Declaration with additional covenants, conditions and restrictions that are appropriate for Plum Creek Phase 1, Section 1-C.

NOW, THEREFORE, PREMISES CONSIDERED, those lots described on Exhibit "A" attached hereto in Plum Creek Phase 1, Section 1-C are hereby made subject to the terms of the Original Declaration, as modified and supplemented by the Supplemental Declarations for Plum Creek Phase 1, Section 1-C as set forth on Exhibit "B" attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for Plum Creek Phase 1, Section 1-C as of this the 19 day of DECEMBER, 2005.

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.
a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Mahn, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 19th day of December, 2005.

[SEAL]

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires: 8/1/2008
Exhibit "A"

Fifty-One (51) lots in Plum Creek Phase 1, Section 1-C, a subdivision in Hays County, Texas as shown by the map or plat thereof recorded in Cabinet 13, Page(s) 8-10, Official Records of Hays County, Texas, as follows:

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Design Guidelines  
Plum Creek Phase 1, Section 1-C

1. **Minimum and Maximum Square Footage Of Improvements.** The minimum and maximum square footages of the living area of the main residential structure located for each residential unit on any Lot exclusive of open porches, parking facilities and accessory dwellings shall be as follows:

<table>
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<th>Minimum</th>
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2. **Accessory Dwelling Units.** Accessory Dwelling Units shall be allowed on the following Lots:

   None

   Improvements on the above Lots shall be constructed in accordance with applicable City of Kyle ordinances and with this Master Declaration of Covenants, Conditions, and Restrictions.

3. **Garages and Carports.** All residences shall contain either an enclosed garage or, for those lots served by an alley, and for those lots not served by an alley and if approved by the Architectural Review Committee, a carport, either attached or detached from the living area of the main residential structure. Each garage or carport shall be designed and constructed to contain a minimum of two, nor more than three, passenger vehicles. Generally, carports shall not be located on a Lot so as to be visible from the street, and shall contain an enclosed area for the storage of lawn care equipment.

4. **Building and Roofing Materials, Colors.** The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures, accessory dwelling units, and garages.

5. **Fences.** The Architectural Review Committee shall review and approve in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

   Appropriate fence types may take many forms, styles and materials so long as the conditions within this section are maintained: the style, location, height, and materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs.
Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.

Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. Landscaping Materials. The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1. Section 1-C.

After recording, please return to:

David Mahn
6001 W. William Cannon
Building 2, Suite 201
Austin, Texas 78749
SUPPLEMENTAL DECLARATIONS FOR
PLUM CREEK PHASE 1, SECTION 2-I

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS THAT:

The following supplemental declarations is made and executed by Plum Creek Development Partners, Ltd., a Texas limited partnership ("Declarant), and is as follows:

RECITALS

WHEREAS, on March 19, 1999, Declarant executed that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions which is recorded at Volume 1516, Page 342, Official Public Records of Hays County, Texas (the "Original Declaration"); and

WHEREAS, on March 9, 2006 the Declarant executed that certain Annexation Agreement which is recorded at Volume 2881, Page(s) 571-72, Official Public Records of Hays County, Texas ("The Annexation Agreement") and

WHEREAS, Declarant desires to impose upon certain lots in Plum Creek Phase 1, Section 2-I, described herein on Exhibit "A" attached hereto, certain supplemental declarations which will supplement and modify the Original Declaration with additional covenants, conditions and restrictions that are appropriate for Plum Creek Phase 1, Section 2-I.

NOW, THEREFORE, PREMISES CONSIDERED, those lots described on Exhibit "A" attached hereto in Plum Creek Phase 1, Section 2-I are hereby made subject to the terms of the Original Declaration, as modified and supplemented by the Supplemental Declarations for Plum Creek Phase 1, Section 2-I as set forth on Exhibit "B" attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for Plum Creek Phase 1, Section 2-I as of this the 26th day of May, 2006.

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.
a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: 

David C. Mahn, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 20 day of March, 2006.

[SEAL]

Sherry Spence

Notary Public, State of Texas

My Commission Expires: 8/1/08
Exhibit “A”

Seventy-Three (73) lots in Plum Creek Phase 1, Section 2-I, a subdivision in Hays County, Texas as shown by the map or plat thereof recorded in Cabinet 13, Page(s) 77-80, Official Records of Hays County, Texas, as follows:

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Design Guidelines
Plum Creek  Phase 1, Section 2-1

1. **Minimum and Maximum Square Footage Of Improvements.** The minimum and maximum square footages of the living area of the main residential structure located for each residential unit on any Lot exclusive of open porches, parking facilities and accessory dwellings shall be as follows:

<table>
<thead>
<tr>
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<td>1000</td>
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2. **Accessory Dwelling Units.** Accessory Dwelling Units shall be allowed on the following Lots:

   None

   Improvements on the above Lots shall be constructed in accordance with applicable City of Kyle ordinances and with this Master Declaration of Covenants, Conditions, and Restrictions.

3. **Garages and Carports.** All residences shall contain either an enclosed garage or, for those lots served by an alley, and for those lots not served by an alley and if approved by the Architectural Review Committee, a carport, either attached or detached from the living area of the main residential structure. Each garage or carport shall be designed and constructed to contain a minimum of two, nor more than three, passenger vehicles. Generally, carports shall not be located on a Lot so as to be visible from the street, and shall contain an enclosed area for the storage of lawn care equipment.

4. **Building and Roofing Materials, Colors.** The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures, accessory dwelling units, and garages.

5. **Fences.** The Architectural Review Committee shall review and approve in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

   Appropriate fence types may take many forms, styles and materials so long as the conditions within this section are maintained: the style, location, height, and materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs.
Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.

Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. **Landscaping Materials.** The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1, Section 2-I.
Annexation Agreement

Whereas, the undersigned, Plum Creek Home Owners Association, Inc. ("Association"), has agreed to the annexation of additional sections of land ("Additional Property") by Plum Creek Development, Ltd., ("Declarant") to the Plum Creek Subdivision in Kyle Texas.

Whereas, Declarant desires to add the Additional Property to the subdivision and encumber said Additional Property with the same Covenants, Conditions and restrictions as previous sections in the subdivision. In addition entitle the Additional Property and its owner(s) to the right of access to and use of the common area and those facilities owned and maintained by the Association.

The Additional Property is described as follows:

Plum Creek, Phase I, Section 2I a subdivision located in Hays County, Texas, according to map or plat thereof recorded in Plat Cabinet 13, Page(s) 77-80, Official Records of Hays County, Texas.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be subject to restrictions and uniform assessments enforced by the Association.

Whereas, the parties hereto agree that the lot owners in the Additional Property will be entitled to the right of access to and use of the common area and those facilities owned and maintained by the Association, subject to the rules stated in the Association Bylaws and Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, the Association hereby agrees to the Annexation of said Additional Property.

Agreed this 9 of March, 2006.

ASSOCIATION:

PLUM CREEK HOME OWNERS ASSOCIATION
A Texas Non-profit corporation

By: [Signature]
David C. Mahn
Director

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By: [Signature]
David C. Mahn
Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on March 9, 2006, by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

[Signature]

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on March 9, 2006, by David C. Mahn, Director of PLUM CREEK HOME OWNERS ASSOCIATION, a Texas Non-profit corporation, on behalf of said corporation.

[Signature]

Notary Public, State of Texas

After recording, please return to:

David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749

[Stamp]

Lee Carlisle, County Clerk
Hays County
CASH WARRANTY DEED

Date: March 9, 2005

Grantor: Plum Creek Development Partners, Ltd., a Texas limited partnership

Grantor’s Mailing Address (including county):
6001 W. William Cannon Bldg. 2, Suite 201, Austin, Travis County, Texas  78749

Grantee: Plum Creek Homeowners Association, Inc., a Texas Corporation

Grantee’s Mailing Address (including county):
6001 W. William Cannon Bldg. 2, Suite 201, Austin, Travis County, Texas  78749

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

See Exhibit “A”

Reservations from and Exceptions to Conveyance and Warranty:

Easements, set-backs, and rights-of-way of record, ad valorem taxes for 20065: all presently recorded agreements, restrictions, reservations, covenants, conditions, mineral severances, and other documents that affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee’s heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor’s heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee’s heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.
Grantor:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.,
a Texas limited partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: ________________________________
   David C. Mahn, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on March 9, 2006 by David C. Mahn, Vice President of BENCHMARK LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

Sherry Spence,
Notary Public, State of Texas

After recording, please return to:
David Mahn
6001 W. William Cannon
Bldg. 2, Suite 201
Austin, Texas 78749
### PLUM CREEK SECTION 21

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Exhibit “A”

PARK/DE, Lot 13, Block VV; ALLEY 21-1; ALLEY 21-2; ALLEY 21-3; ALLEY 21-4; PUE/DE/PED X-ING 21-1; PUE/DE/PED X-ING 21-2; PUE/DE/PED X-ING 21-3; Plum Creek, Phase I, Section 1C, a subdivision located in Hays County, Texas according to map or plat thereof recorded in Cabinet 13, Page(s) 77-80, Official Records of Hays County, Texas.
SUPPLEMENTAL DECLARATIONS FOR
PLUM CREEK PHASE 1, SECTION 2K

THE STATE OF TEXAS §

COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS THAT:

The following supplemental declarations is made and executed by Plum Creek Development Partners, Ltd., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS

WHEREAS, on March 19, 1999, Declarant executed that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions which is recorded at Volume 1516, Page 342, Official Public Records of Hays County, Texas (the "Original Declaration"); and

WHEREAS, on December 19, 2005 the Declarant executed that certain Annexation Agreement which is recorded at Volume 2833, Page 776, Official Public Records of Hays County, Texas ("The Annexation Agreement") and

WHEREAS, Declarant desires to impose upon certain lots in Plum Creek Phase 1, Section 2-K, described herein on Exhibit "A" attached hereto, certain supplemental declarations which will supplement and modify the Original Declaration with additional covenants, conditions and restrictions that are appropriate for Plum Creek Phase 1, Section 2-K.

NOW, THEREFORE, PREMISES CONSIDERED, those lots described on Exhibit "A" attached hereto in Plum Creek Phase 1, Section 2-K are hereby made subject to the terms of the Original Declaration, as modified and supplemented by the Supplemental Declarations for Plum Creek Phase 1, Section 2-K as set forth on Exhibit "B" attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration for Plum Creek Phase 1, Section 2-K as of this the ___ day of January, 2006.

Declarant: PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership

By: BGI PLUM CREEK DEVELOPERS, LTD.
a Texas partnership, general partner

By: BENCHMARK LAND DEVELOPMENT, INC.,
a Texas corporation, general partner

By: David C. Mahn, Vice President
STATE OF TEXAS

COUNTY OF TRAVIS

Before me the undersigned notary public, on this day personally appeared David C. Mahn, Vice President of Benchmark Land Development, Inc., a Texas corporation such corporation being the General Partner of BGI Plum Creek Developers, Ltd., a Texas limited partnership which is the General Partner of Plum Creek Development Partners, Ltd. 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 as the act of Plum Creek Development Partners, Ltd.

Given under my hand and seal of office this 5th day of January, 2006.

[SEAL]

Sherry Spence
My Commission Expires August 01 2008

Notary Public, State of Texas

Notary’s Printed or Typed Name

My Commission Expires: 8/1/08
Exhibit “A”

Forty (40) lots in Plum Creek Phase 1, Section 2-K, a subdivision in Hays County, Texas as shown by the map or plat thereof recorded in Cabinet 13, Page(s) 15-17, Official Records of Hays County, Texas, as follows:

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Design Guidelines
Plum Creek Phase 1, Section 2-K

1. **Minimum and Maximum Square Footage Of Improvements.** The minimum and maximum square footages of the living area of the main residential structure located for each residential unit on any Lot exclusive of open porches, parking facilities and accessory dwellings shall be as follows:

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<th>Minimum</th>
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<td>1000</td>
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2. **Accessory Dwelling Units.** Accessory Dwelling Units shall be allowed on the following Lots:

   None

   Improvements on the above Lots shall be constructed in accordance with applicable City of Kyle ordinances and with this Master Declaration of Covenants, Conditions, and Restrictions.

3. **Garages and Carports.** All residences shall contain either an enclosed garage or, for those lots served by an alley, and for those lots not served by an alley and if approved by the Architectural Review Committee, a carport, either attached or detached from the living area of the main residential structure. Each garage or carport shall be designed and constructed to contain a minimum of two, nor more than three, passenger vehicles. Generally, carports shall not be located on a Lot so as to be visible from the street, and shall contain an enclosed area for the storage of lawn care equipment.

4. **Building and Roofing Materials, Colors.** The Architectural Review Committee shall review and approve or disapprove in writing, in its sole judgment and discretion, all building and roofing materials and colors used in the construction of main residential structures, accessory dwelling units, and garages.

5. **Fences.** The Architectural Review Committee shall review and approve in writing the design and construction of all fences. The Architectural Review Committee may, in its sole judgment and discretion, prohibit the construction of any proposed fence, specify the materials and colors of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation.

   Appropriate fence types may take many forms, styles and materials so long as the conditions within this section are maintained; the style, location, height, and materials are compatible with the architectural design of the home and the detailing and quality of the fence is maintained. Fences which are finished on both sides are desired over single sided designs. Notwithstanding, in all cases the 'finished' side of a fence shall be located toward the public view.

   Inappropriate fence types are: styles, designs, and materials which are not compatible with the architectural style of the home, fences which violate the location or height
requirements, fences which are devoid of appropriate detailing or character, fences where the rough or unfinished side is located toward the public view, and overly detailed or awkwardly detailed fences.

6. **Landscaping Materials.** The Architectural Review Committee shall review and approve in writing the design and implementation of all landscaping improvements to be visible from the public view. The Architectural Review Committee may, in its sole judgment and discretion, approve or disapprove of any landscaping material proposed to be used within Plum Creek Phase 1, Section 2-K.

After recording, please return to:

David Mahn  
6001 W. William Cannon  
Building 2, Suite 201  
Austin, Texas 78749