

Response to Document Request

Date: 6/19/25

Property: 215 Mesa Vista Dr,

Neisey Vincent requested that it be furnished with the following documents concerning the property located at 215 Mesa Vista Dr,

Vesting Deed (not including probates, divorces, or other court proceedings vesting title)

Liens

Restrictions ☒ X

Other:

This response to Recipient's request (this "Response") is provided to Recipient by First American Title Insurance Company ("First American") and includes the attached documents (the "Documents"). This Response is furnished on and subject to the following terms, conditions, limitations, and disclaimers:

1. **IMPORTANT – READ CAREFULLY:** THIS RESPONSE IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS RESPONSE IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF RECIPIENT, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS RESPONSE MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE RESPONSE IS COMPLETE OR FREE FROM ERROR. THIS RESPONSE IS PROVIDED AS-IS AND WITH ALL FAULTS. FIRST AMERICAN DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR FURNISHING THIS RESPONSE, RECIPIENT RELEASES FIRST AMERICAN FROM ANY AND ALL LIABILITY (INCLUDING MATTERS ARISING FROM FIRST AMERICAN'S OWN NEGLIGENCE) FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE, INCOMPLETE OR INSUFFICIENT DOCUMENTS OR NEGLIGENCE IN PREPARING THIS RESPONSE, OR CONCERNING OR REGARDING THE OWNERSHIP, NATURE, CONDITION OR DESCRIPTION OF OR TITLE TO ANY PROPERTY, OR RESULTING FROM ANY FAILURE TO FURNISH ANY DOCUMENTS RESPONSIVE TO RECIPIENT'S REQUEST. FIRST AMERICAN WOULD NOT HAVE PROVIDED THIS RESPONSE AND DOCUMENTS BUT FOR THE DISCLAIMERS, RELEASE AND LIMITATION OF LIABILITY IN THIS RESPONSE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE RESPONSE.

2. First American's search was limited and it has not conducted a detailed search as it would if it were issuing a title commitment, binder or policy. In addition, First American's records are certified through a date earlier than the date of the search, and documents recorded after that certification date may not be included.

3. First American does not give or express any representation, warranty or opinion as to (a) ownership of the Property or the validity of the title to the Property, (b) the enforceability, validity or effect of any Documents, or whether or how they affect the Property, (c) the enforceability, validity or effect of any other documents, (c) the existence or non-existence of any other documents affecting the Property or that may otherwise be responsive to Recipient's request, (e) the completeness, sufficiency or accuracy of any Property description or whether the Documents furnished concern the Property and/or persons Recipient is looking for, (f) whether the party executing any Document or other document had the power, authority or capacity to do so or whether the Grantor of any deed or deed of trust had title to the Property, or (g) the existence or non-existence of any liens or encumbrances not included as part of the Documents. **There may be documents responsive to Recipient's request that were not furnished.**

4. It is Recipient's sole responsibility to determine whether the Documents are sufficient for Recipient's intended purpose and whether it is appropriate for Recipient to conduct further investigation as to any matter.

PLAT MAP RECORDING SHEET

INSTRUMENT # –

199958215 2 PGS

DEDICATOR – ESTATES OF MESA VISTA, LTD.

SUBDIVISION NAME – MESA VISTA ESTATES SECTION ONE

MAP RECORDED IN – CABINET R, SLIDES 234 & 235

**PROPERTY FORMERLY KNOWN AS – 140.81 AC.,
W. W. HORNSBY SY., A-308 & GULF COAST & SANTA FE
RAILROAD COMPANY SY. NO. 177, WCT & TCT.**

HAND TO – JOE P. GIDDENS, JR., 431-7096

INSTRUMENT DATE – OCTOBER 21, 1998

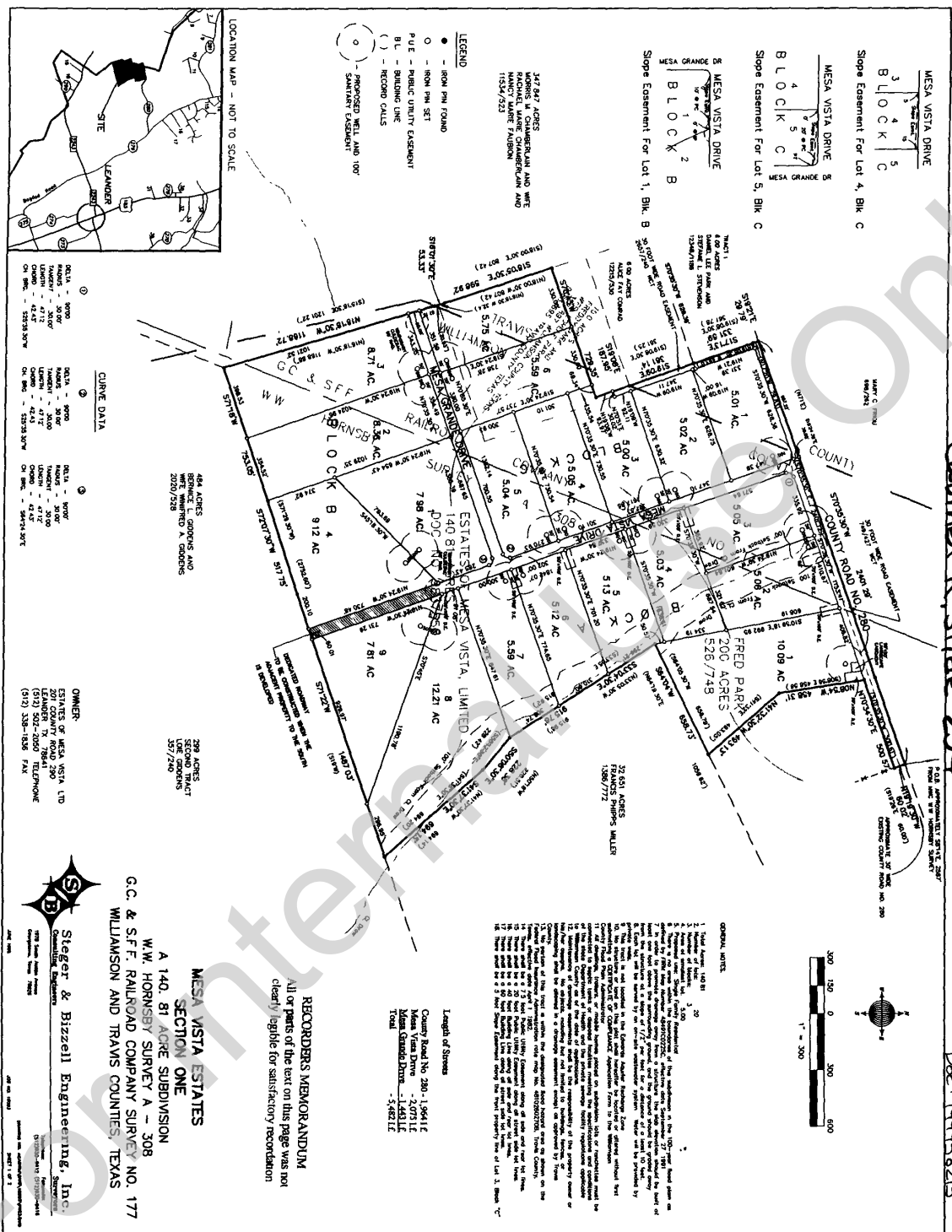
FILE DATE – AUGUST 26, 1999

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Nancy E Rister

08-26-1999 03:47 PM 199958215
COOK \$106.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

PHOTOGRAPHIC MYLAR



Cabinet R Slide 234

Doc # 199958215

in 18 August Don H. Buzell
Registered Professional Land Surveyor No. 2218
State of Texas

KNOW ALL MEN BY THESE PRESENTS

I, Don H. Bickel, Registered Professional Land Surveyor, in the State of Texas, do hereby certify that the within and foregoing is a true and correct copy of the original survey on the ground of the property of the Texas Society of Professional Surveyors, as the same appears from the original measurements, which utility lines or roads or places exist on the ground, as surveyed, and that the gentleman listed herein have had a mathematical clearance in accordance with the rules and regulations of the Texas Society of Professional Surveyors, and that the same are on file in the "Bureau of Practice" of the Texas Society of Professional Surveyors to the best of my knowledge and belief.

TO CERTIFY, WITNESS my hand, and of Georgetown, Williamson County, Texas, this 21st day of February, 199 th AD.

approximately 9.6 acres are situated in Thomas County, Georgia.

by me to be the
acknowledged to
deposited between
Wm. H. H.

History Place is not for the Stale of Texas
 Signature and Date
Robin Wright
March 11, 2000
 Printed Name of History and History Stems
 Date History Commission Expires

 **ROBIN WRIGHT**
NY COMMISSION EXEMPTED
March 11, 2000

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

Professional Engineer No. 26462
State of Texas

KNOW ALL MEN BY THESE PRESENTS

[illegible][illegible]

COUNTY OF TRINIDAD

CLERK OF THE COUNTY COURT OF TRAVIS COUNTY TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 19____, THE COMMISSIONER OF TRAVIS COUNTY TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR _____

PANA.DENAL/NOIN, CLINIC, COUNTY COURT TRAVEL COUNTY TRAVEL

STATE OF TEXAS

COUNTY OF TRAVIS

WITNESSES MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS

WITNESSES MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, IN _____ DAY OF _____, 19____.

REPORT _____

PLUG FOR RECORD AT _____ O'clock _____ M. TH

DATA DIST./WORK, CLERK, COUNTY COURT TRAVIS COUNTY TEXAS

[illegible]

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COLLECT OF WILDERNESS {

Vehicle 1996 Ford License 8-26-49 Date 8-24-99
 John C. O'Connell County Appraiser

Wyckoff County Trust

1009.0 11.30 AM. 26 City of A.M.A. 26

August 19, 1929, at Fort Worth, Tex. Is the first Recruits of said Company in Column R. Sides 238 + 235



AS

A 140. 81 ACRE SUBDIVISION

D.C. & J.I.: KALDIK
J.H. LAMSON AND

WILLIAMSON AND KRAVIS COUNLIES, TEXAS

Steger &

Consulting Engineers

Supt.

上 下

Page:3 of 3

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE ESTATES OF MESA VISTA
SUBDIVISION (D.B.A. MESA VISTA RANCH) - PHASE ONE

THIS DECLARATION governs all lots within the Mesa Vista Ranch Subdivision Phase One¹ (the Subdivision) in Williamson County and Travis County, Texas. The Declarant is Estates of Mesa Vista Limited, who is presently the owner and the developer of all lots in the Subdivision

I. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the meaning hereinafter specified:

- 1.01 "Declarant" refers to Estates of Mesa Vista Limited and to its assignees.
- 1.02 "Declaration" refers to the present instrument, as it may be amended from time to time.
- 1.03 "Lot" means any parcel of land within the Property shown as a subdivision lot on a plat of part or all of the Property (defined in Section 1.02), together with all improvements located thereon
- 1.04 "Owner" means any person holding a fee simple interest in any portion of the Property (defined in Section 1.02); a mortgagee is not an Owner
- 1.05 "The Property" means (a) all of the land (and improvements thereon) described in the plat of Mesa Vista Estates – Phase One as recorded in Williamson and Travis Counties (D.B.A. Mesa Vista Ranch)

II. GENERAL PROVISIONS AND RESTRICTIONS

2.01 Nuisance and Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any part of the Property, (b) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (d) no toxic substances shall be dumped or discarded onto or into any part of the Property. Nothing shall be done or kept on the property which would materially increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon

¹ The land constituting Mesa Vista Ranch is described in section 1.05 of this Declaration.

2.02 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring/exploring for, or removing oil, gas or other hydrocarbons minerals of any kind, rocks, stones, sand, gravel, aggregate or earth

2.03 Temporary Structures No temporary or portable structures/building shall be placed upon the Property without the prior written approval Declarant Temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction of residences, may be maintained for a period of up to six months.

2.04 Subdivision. No Lot may be subdivided into two smaller Lots.

2.05 Sanitary Sewers. No outside, open or pit type toilets will be permitted in the Subdivision. All dwellings constructed in this Subdivision prior to occupancy must have a septic or sewage disposal system installed by the Owner to comply with the requirements of all appropriate governing agencies.

III. USE AND CONSTRUCTION RESTRICTIONS

3.01 Residential Subdivision Except as expressly provided in this Declaration to the contrary, each Lot will (a) be used exclusively for single-family residential purposes and (b) contain only structures and improvements that are compatible with and generally found in single-family residential subdivision. No more than one primary residence and one guest house may be constructed on each Lot

3.02 Motif, Building Materials, Dwelling Size. All buildings upon the Lots shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. "Approved building materials" for exterior walls include brick, stone, stucco (masonry), wood, wood siding or wood facsimile Log cabin type construction is also permissible Reflective metal or corrugated metal is not a permissible exterior wall covering Each primary residential structure shall contain not less than 1,800 square fee of finished heated and air-conditioning living space, exclusive of porches (open or covered), decks, garages and carports. Each primary residential structure shall not have less than 75% of its first floor exterior walls of masonry construction unless home is composed of all log walls A guest house having no more than 1,000 square feet of finished living space, located to the rear of the primary resident, will be permitted on each Lot. The exterior design, construction, and overall appearance of the primary resident and of any guest house must be single-family residential

3 03 Business Activities: In-house business activity is permissible, provided that such activity is in no manner evident from the exterior. Without limitation, there will be no business usage which involves customer parking of more than three vehicles at any given time, or exterior storage of identifiable inventory, equipment, or business vehicles. This Declaration does not prohibit occasional meetings with business associates in residences on Lots.

3.04 Setback Requirements, Utility Easements: No structure shall be located or erected nearer than (a) 60 feet to any street and (b) 40 feet to any adjoining Lot. Fences may be built to the property line. An easement is expressly reserved in, on, over and through those portions of the lots as shown on the plat of Mesa Vista Ranch Subdivision to the extent of seven and one half (7.5) feet from all side and rear lot lines and twenty feet (20') from the front or street facing lot lines for the purpose of constructing and installing conduits, Telephones, electric light poles, and other equipment necessary to supply any public or private utility service.

3.05 Maintenance: Each Owner shall keep all landscaping visible from the abutting street(s) on his/her Lot cultivated, pruned, and free of trash and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained at the sole expense of the Owner of such Lot.

3.06 Litter, Rubbish and Debris: No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers; and except at times of pickup, such containers shall be kept to the rear of each residence. Any compost pile must be (a) properly maintained, (b) not visible from the street, and (c) located no closer than 25 feet from any adjoining Lot. Trash is to be collected at least weekly and under no circumstance shall trash be disposed of through burning on any lot, unless allowed by the property owners association.

3.07 Sports/Recreational Facilities: Basketball courts, tennis courts, swimming pools, play structures, and similar permanent or semi-permanent sports/recreational facilities must be located to the side or rear of the primary residence on a Lot.

3.08 Mobile Homes, Etc.: No mobile homes or manufacturing housing shall be parked or placed on any part of the Property or used as a residence, either temporary or permanent, at any time. No motor homes, travel trailers, or recreational vehicles shall be parked on or near any part of the Property for more than three days during any 30-day period unless such vehicle/trailer belongs to an Owner and is stored (i.e., unoccupied) to the rear of said Owner's Lot.

3.09 Storage Tanks, Antennae: Storage tanks (i.e., for water, propane, butane, etc.) and satellite dishes must be located behind the primary residence on a Lot and not be visible from the street. No visible antennae are allowed.

3.10 Peripherals, Screening: Outbuildings, firewood piles, other materials storage piles, storage facilities, mechanical equipment, clothesline, and other peripherals must be located near the rear of the Lot and/or screened so that the same are not readily visible from the street(s) abutting the Lot on which the same are located.

3.11 Noise. No extraordinarily loud exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used and placed on any portion of the Property.

3.12 Livestock, Pets & Grazing: Permitted types of animals include horses, donkeys, mules and cows. These animals will be allowed at a density of one animal unit per 2.5 acres owned. No poultry or swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feed lot or commercial operations expressly including commercial kennels. Sheep and goats are allowed at a density of one animal per 2.5 acres. Open grazing of animals personally owned by any homeowner shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow continued growth of grasses and forage and will not cause or materially contribute to soil erosion and/or damage to trees and shrubs. The owner of any animal shall be responsible for restricting the movement of animals to that owner's lot or lots.

Any stables, barns or run areas must be constructed of materials in similar quality to the main residence. Common plywood is expressly prohibited. Setbacks will be observed on stable and run areas. The construction and maintenance of the stable and run areas as well as the raising and keeping animals shall at all times conform to the then current rules and regulations related to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is actually required in any specific situation. Specifically, the stable barn and run areas must be kept sanitary and reasonably free of insects, refuse and waste at all times.

A maximum of four (4) dogs and/or cats will be allowed on any lot and shall not be allowed to roam or run about at large.

3.13 Farming: Farming, including row crops, will be permitted, provided they are located at the back two-thirds of the property. Orchards or vineyards may be located anywhere on the lot.

3.14 Commercial Trucks: No tractor-trailer trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on/or within the subdivision. This does not apply to machinery such as tractors used in farm and ranch applications.

3.15 Construction Activities: This Declaration shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of improvements by the 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 normal 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 no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, the contractor shall be required to keep adjoining streets and thoroughfares freed from debris. In the event that construction upon any Lot does not conform to the requirements set forth above or otherwise does not conform to usual good construction practices in the area as determined by Declarant in its/their sole good faith judgment, Declarant shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the lot or to any other portion of the Property, then Declarant may arrange for such debris to be removed; and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within thirty days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due hereunder, including reasonable attorneys' fees.

3.16 Camping: No overnight camping will be permitted other than the Owner(s) of a Lot and his/her family members or guests on an occasional (e.g., weekend) basis. No more than six persons may camp on a Lot at any given time.

3.17 Junked Motor Vehicles: No lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.

3.18 Signs: No signs shall be erected or maintained on any lot except the following types of signs.

- (a) Such signs as may be required by legal proceedings.
- (b) During the time of construction of any building or other improvement, and one (1) job identification sign not larger than three feet by four feet (3'x4'), having a face area not larger than twelve (12) square feet.
- (c) Not more than two (2) homeowner or ranch identification signs for a maximum combined total face area of twelve (12) square feet.
- (d) Two (2) "For Sale" signs to advertise that a lot and improvements thereon are being offered for sale and having a face area not larger than three (3) square feet on sign facing street.

3.19 4-H, F.F.A. If any member of the household is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, or similar organization, then one animal per each such member (but not in excess of three) shall be permitted for the purposes

of raising such animal for competition or as part of a club project. Provided, however, that the animal shall be kept in sightly pen or other enclosure and the lot shall be kept clean and in a sanitary condition. Accepted F.F.A. animals include rabbits, cows, goats and sheep. No poultry, pigs or hogs will be permitted under any circumstances or programs. These animals may be considered in "addition to" the density requirements described in Section 3.12.

3.20 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersection street property line and a line connecting them at point twenty-five (25) feet from the intersection of the street lines.

3.21 Private Wells: All private wells will be encased and will be located on the property so that the required sanitary easement (150') does not encroach on any adjoining lot.

3.22 Land Clearing: In an effort to preserve the natural beauty and integrity of mesa Vista Ranch, no lot or tract shall be clear cut of all native foliage and/or vegetation.

3.23 Water Runoff: Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water runoff to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street or ditch.

3.24 Driveway: Each residential Lot shall have a driveway of concrete, asphalt, masonry pavers or other suitable surfaces and maintained for a distance of at least thirty (30) feet from the street. If any driveway crosses an existing bar ditch in the roadway easement, the lot owner must install an appropriate culvert or drainage pipe so as not to impede or divert water flow. See Exhibit A – Driveway Pipe Sizing Equipment.

3.25 Busses, Trailer and Boats: No bus, trailer, boat or motor home shall be left parked in the street abutting any lot except for construction and repair equipment used in connection with the construction or repair of a residence, and no bus, boat, trailer, or motor home shall be parked on a lot in such a manner as to be visible from the street unless in a garage or enclosed carport.

3.26 Lot Fencing: All fences and walls shall be wood, masonry, wrought iron, or a horse fence constructed of hog wire or a minimum of 5 wire (smooth, or barbed wire). Chain link fences are acceptable provided they are vinyl-coated in an earthtone color and no more than four (4) feet in height. No fences fronting any street may be more than four (4) feet, six (6) inches high and must be constructed of wood (plastic fences that look like wood are acceptable, masonry, wrought iron, or slick wire). All wooded fences shall be constructed of cedar, redwood, or treated or painted lumber. All fences shall be maintained in a fully repair and presentable manner.

3.27 Pained Fencing the owners of any and all tracts abutting or fronting the outboundary of Mesa Vista Ranch shall maintain the existing outboundary fence. If for any reason any outboundary fence is removed or not maintained sufficient to turn cattle, the Declarant or assigns retains the option to maintain, build or repair all outboundary fences. The Declarant or assigns may elect to invoice the adjacent property owner or owners for these expenses.

3.28 Electrical Service: Overhead electrical lines will provide electric service to Mesa Vista Ranch. Owners shall place their meter cans and main breakers to the main poles within the utility easements as described in Section 3.4. Electrical service to homes, barns, wells, etc., will be underground. These underground lines will be installed by owners as part of their improvements to their lots.

3.29 Variances: Any variance of deviation from any of the aforementioned covenants and restrictions must be approved in writing by the Declarant.

IV. MISCELLANEOUS

4.01 Construction: this Declaration shall be liberally construed to promote its express and implicit purposes. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing this Declaration. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the sections hereof.

4.02 No Warranty of Enforceability: While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, and her respective successors and assigns, harmless therefrom.

4.03 Compliance with Declaration: Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

4.04 Enforcement and Nonwaiver: Except as otherwise provided herein, any Owner (at his/her own expense), and Declarant shall have the right to enforce any and all of the provisions of this Declaration. In order to enforce the Declaration, the Owner and/or Declarant shall deliver written notice to the alleged violator, setting forth the basis of the complaint. Upon receipt of said notice, the alleged violator shall have 30 days in which to remedy the violation (unless such time frame will cause serious harm to the complaining part and/or other Owners, in which case the notice period will be reduced to the maximum time which will no cause serious harm to others), and if the alleged violator fails to do so, the

complaining party shall have the right to enforce the Declaration through a suit for damages and/or injunctive relief. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration. The prevailing party in any lawsuit to enforce this Declaration shall recover his/her attorney's fees and costs of suit from the other party.

4.05 Amendment: this Declaration may be amended by the written agreement of the Owners of at least 75% of the Lots or by the Declarant so long as the Declarant owns at least one (1) lot. No amendment shall be effective until it has been recorded in the Official Records of Williamson and Travis Counties, Texas. A simple majority of the Owners may amend this Declaration for the sole and strictly limited purpose of making this Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies. Declarant shall have the unilateral right at any time to amend this Declaration for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency consistent with and in furtherance of the general plan and scheme or development as evidenced by this Declaration and shall not materially impair or affect the vested property rights of any Owner or his/her mortgagee.

4.06 Entry Monument and Landscaping: The entry monument and landscaping will be maintained by Declarant until the last lot in Mesa Vista Ranch is sold. At that time, maintenance of the entry monument and its landscaping will become the responsibility of the Owner(s).

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this 14 day of SEPT 1999.

ESTATES OF MESA VISTA LIMITED
A TEXAS LIMITED PARTNERSHIP

By

TLB B. H. C.
James M. Giddens, President
THOMAS B. BUCKINGTON, Chairman

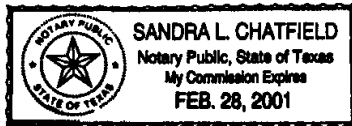
Name

Position/Title

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 14 day of September 1999,
by Thomas B. Buffington.



Sandra L. Chatfield
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires: _____

EXHIBIT "A" - DRIVEWAY PIPE SIZING REQUIREMENT

Driveway Pipe Sizing

Location	Street	025	Ditch Slope	Pipe/Dip
Lot 1, Blk. "A"	Co. Rd 280	----	----	Dip
Lot 2, Blk. "A"	Co. Rd 280	----	----	Dip
Lot 3, Blk. "A"	Co. Rd 280	----	----	Dip
Lot 4, Blk. "A"	Mesa Vista Dr.	----	----	Dip
Lot 5, Blk. "A"	Mesa Vista Dr.	----	----	Dip
Lot 6, Blk. "A"	Mesa Vista Dr.	----	----	Dip
Lot 7, Blk. "A"	Mesa Vista Dr.	----	----	Dip
Lot 8, Blk. "A"	Mesa Vista Dr.	----	----	Dip
Lot 9, Blk. "A"	Mesa Vista Dr.	4.33	1 0%	1-18" CMP
Lot 1, Blk. "C"	Mesa Vista Dr.	12.63	1.6%	1 - Des. 3
Lot 2, Blk. "C"	Mesa Vista Dr.	12.63	1.2%	1 - Des. 3
Lot 3, Blk. "C"	Mesa Vista Dr.	19.01	1.0%	2 - Des. 3
Lot 4, Blk. "C"	Mesa Vista Dr.	12.38	1.0%	1 - Des. 3
Lot 5, Blk. "C"	Mesa Vista Dr.	9.26	1.0%	1-21" CMP
Lot 6, Blk. "C"	Mesa Grande Dr.	2.74	1.0%	1 - Des. 2
Lot 7, Blk. "C"	Mesa Grande Dr.	----	----	Dip
Lot 1, Blk. "B"	Mesa Vista Dr.	8.66	1 0%	1-21" CMP
Lot 2, Blk. "B"	Mesa Grande Dr.	----	----	Dip
Lot 3, Blk. "B"	Mesa Grande Dr.	----	----	Dip
Lot 4, Blk. "B"	Mesa Vista Dr.	4.33	1.0%	1-18" CMP

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E Rister

09-14-1999 02:23 PM 199962542

LISA \$27.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① Mesa Vista Ranch
201 County Rd 290
Leander, TX 79641

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE ESTATES OF MESA VISTA
SUBDIVISION (D.B.A. MESA VISTA RANCH) - PHASE TWO

THIS DECLARATION governs all lots within the Mesa Vista Ranch Subdivision Phase Two (the "Subdivision") in Williamson County and Travis County, Texas. The Declarant is the Estates of Mesa Vista Limited, a Texas limited partnership ("Declarant"), who is presently the owner and the developer of all lots in the Subdivision.

I. DEFINITIONS

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1.02 "Declaration" refers to the present instrument, as it may be amended from time to time.

1.03 "Lot" means any parcel of land within the Property shown as a subdivision lot on a plat of part or all of the Property (defined in Section 1.05), together with all improvements located thereon.

1.04 "Owner" means any person holding a fee simple interest in any portion of the Property (defined in Section 1.05); a mortgagee is not an Owner.

1.05 "The Property" means all of the land (and improvements thereon) described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

II. GENERAL PROVISIONS AND RESTRICTIONS

2.01 Nuisance and Hazardous Activities. No activities shall be conducted on the Property and no improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any part of the Property, except by the Owner of any portion of the Property in a safe manner (b) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (d) no toxic substances shall be dumped or discarded onto or into any part of the Property. Nothing shall be done or kept on the property which would materially increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon.

2.02 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring/exploring for, or removing oil, gas or other hydrocarbons minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

2.03 Temporary Structures. No temporary or portable structures/building shall be placed upon the Property without the prior written approval Declarant. Temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction of residences, may be maintained for a period of up to six months.

2.04 Subdivision. No Lot may be subdivided into two smaller Lots.

2.05 Sanitary Sewers. No outside, open or pit type toilets will be permitted in the Subdivision. All dwellings constructed in this Subdivision prior to occupancy must have a septic or sewage disposal system installed by the Owner to comply with the requirements of all appropriate governing agencies.

III. USE AND CONSTRUCTION RESTRICTIONS

3.01 Residential Subdivision: Except as expressly provided in this Declaration to the contrary, each Lot will (a) be used exclusively for single-family residential purposes and (b) contain only structures and improvements that are compatible with and generally found in single-family residential subdivision. No more than one primary residence and one guest house may be constructed on each Lot.

3.02 Motif, Building Materials, Dwelling Size. All buildings upon the Lots shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. "Approved building materials" for exterior walls include brick, stone, stucco (masonry), wood, wood siding or wood facsimile. Log cabin type construction is also permissible. Reflective metal or corrugated metal is not a permissible exterior wall covering. Each primary residential structure shall contain not less than 1,800 square feet of finished heated and air-conditioning living space, exclusive of porches (open or covered), decks, garages and carports. Each primary residential structure shall not have less than 75% of its first floor exterior walls of masonry construction unless home is composed of all log walls. A guest house having no more than 1,000 square feet of finished living space, located to the rear of the primary resident, will be permitted on each Lot. The exterior design, construction, and overall appearance of the primary resident and of any guest house must be single-family residential.

3.03 Business Activities: In-house business activity is permissible, provided that such activity is in no manner evident from the exterior. Without limitation, there will be no business usage which involves customer parking of more than three vehicles at any given time, or exterior storage of identifiable inventory, equipment, or business vehicles. This Declaration does not prohibit occasional meetings with business associates in residences on Lots.

3.04 Setback Requirements, Utility Easements: No structure shall be located or erected nearer than (a) 60 feet to any street and (b) 40 feet to any adjoining Lot. Fences may be built to the property line. An easement is expressly reserved in, on, over and through those portions of the lots as shown on the plat of Mesa Vista Ranch Subdivision to the extent of seven and one half (7.5) feet from all side and rear lot lines and twenty feet (20') from the front or street facing lot lines for the purpose of constructing and installing conduits. Telephones, electric light poles, and other equipment necessary to supply any public or private utility service.

3.05 Maintenance: Each Owner shall keep all landscaping visible from the abutting street(s) on his/her Lot cultivated, pruned, and free of trash and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained at the sole expense of the Owner of such Lot.

3.06 Litter, Rubbish and Debris: No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers; and except at times of pickup, such containers shall be kept to the rear of each residence. Any compost pile must be (a) properly maintained, (b) not visible from the street, and (c) located no closer than 25 feet from any adjoining Lot. Trash is to be collected at least weekly and under no circumstance shall trash be disposed of through burning on any lot, unless allowed by the property owners association.

3.07 Sports/Recreational Facilities: Basketball courts, tennis courts, swimming pools, play structures, and similar permanent or semi-permanent sports/recreational facilities must be located to the side or rear of the primary residence on a Lot.

3.08 Mobile Homes, Etc.: No mobile homes or manufacturing housing shall be parked or placed on any part of the Property or used as a residence, either temporary or permanent, at any time. No motor homes, travel trailers, or recreational vehicles shall be parked on or near any part of the Property for more than three days during any 30-day period unless such vehicle/trailer belongs to an Owner and is stored (i.e., unoccupied) to the rear of said Owner's Lot.

3.09 Storage Tanks, Antennae: Storage tanks (i.e., for water, propane, butane, etc.) and satellite dishes must be located behind the primary residence on a Lot and not be visible from the street. No visible antennae are allowed.

3.10 Peripherals, Screening: Outbuildings, firewood piles, other materials storage piles, storage facilities, mechanical equipment, clothesline, and other peripherals must be located near the rear of the Lot and/or screened so that the same are not readily visible from the street(s) abutting the Lot on which the same are located.

3.11 Noise: No extraordinarily loud exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used and placed on any portion of the Property.

3.12 Livestock, Pets & Grazing: Permitted types of animals include horses, donkeys, mules and cows. These animals will be allowed at a density of one animal unit per 2.5 acres owned. No poultry or swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feed lot or commercial operations expressly including commercial kennels. Sheep and goats are allowed at a density of one animal per 2.5 acres. Open grazing of animals personally owned by any homeowner shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow continued growth of grasses and forage and will not cause or materially contribute to soil erosion and/or damage to trees and shrubs. The owner of any animal shall be responsible for restricting the movement of animals to that owner's lot or lots.

Any stables, barns or run areas must be constructed of materials in similar quality to the main residence. Common plywood is expressly prohibited. Setbacks will be observed on stable and run areas. The construction and maintenance of the stable and run areas as well as the raising and keeping animals shall at all times conform to the then current rules and regulations related to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is actually required in any specific situation. Specifically, the stable barn and run areas must be kept sanitary and reasonably free of insects, refuse and waste at all times.

A maximum of four (4) dogs and/or cats will be allowed on any lot and shall not be allowed to roam or run about at large.

3.13 Farming: Farming, including row crops, will be permitted, provided they are located at the back two-thirds of the property. Orchards or vineyards may be located anywhere on the lot.

3.14 Commercial Trucks: No tractor-trailer trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on/or within the subdivision. This does not apply to machinery such as tractors used in farm and ranch applications.

3.15 Construction Activities: This Declaration shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of improvements by the 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 normal 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 no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, the contractor shall be required to keep adjoining streets and thoroughfares freed from debris. In the event that construction upon any Lot does not conform to the requirements set forth above or otherwise does not conform to usual good construction practices in the area as determined by Declarant in its/their sole good faith judgment, Declarant shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the lot or to any other portion of the Property, then Declarant may arrange for such debris to be removed; and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within thirty days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due hereunder, including reasonable attorneys' fees.

3.16 Camping: No overnight camping will be permitted other than the Owner(s) of a Lot and his/her family members or guests on an occasional (e.g., weekend) basis. No more than six persons may camp on a Lot at any given time.

3.17 Junked Motor Vehicles: No lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.

3.18 Signs: No signs shall be erected or maintained on any lot except the following types of signs:

- (a) Such signs as may be required by legal proceedings.
- (b) During the time of construction of any building or other improvement, and one (1) job identification sign not larger than three feet by four feet (3'x4'), having a face area not larger than twelve (12) square feet.
- (c) Not more than two (2) homeowner or ranch identification signs for a maximum combined total face area of twelve (12) square feet.
- (d) Two (2) "For Sale" signs to advertise that a lot and improvements thereon are being offered for sale and having a face area not larger than three (3) square feet on sign facing street.

3.19 4-H, F.F.A.: If any member of the household is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, or similar organization, then one animal per each such member (but not in excess of three) shall be permitted for the purposes

of raising such animal for competition or as part of a club project. Provided, however, that the animal shall be kept in sightly pen or other enclosure and the lot shall be kept clean and in a sanitary condition. Accepted F.F.A. animals include rabbits, cows, goats and sheep. No poultry, pigs or hogs will be permitted under any circumstances or programs. These animals may be considered in "addition to" the density requirements described in Section 3.12.

3.20 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersection street property line and a line connecting them at point twenty-five (25) feet from the intersection of the street lines.

3.21 Private Wells: All private wells will be encased and will be located on the property so that the required sanitary easement (150') does not encroach on any adjoining lot.

3.22 Land Clearing: In an effort to preserve the natural beauty and integrity of mesa Vista Ranch, no lot or tract shall be clear cut of all native foliage and/or vegetation.

3.23 Water Runoff: Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water runoff to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street or ditch.

3.24 Driveway: Each residential Lot shall have a driveway of concrete, asphalt, masonry pavers or other suitable surfaces and maintained for a distance of at least thirty (30) feet from the street. If any driveway crosses an existing bar ditch in the roadway easement, the lot owner must install an appropriate culvert or drainage pipe so as not to impede or divert water flow. See Exhibit "B" – Driveway Pipe Sizing Equipment.

3.25 Busses, Trailer and Boats: No bus, trailer, boat or motor home shall be left parked in the street abutting any lot except for construction and repair equipment used in connection with the construction or repair of a residence, and no bus, boat, trailer, or motor home shall be parked on a lot in such a manner as to be visible from the street unless in a garage or enclosed carport.

3.26 Lot Fencing: All fences and walls shall be wood, masonry, wrought iron, or a horse fence constructed of hog wire or a minimum of 5 wire (smooth, or barbed wire). Chain link fences are acceptable provided they are vinyl-coated in an earthtone color and no more than four (4) feet in height. No fences fronting any street may be more than four (4) feet, six (6) inches high and must be constructed of wood (plastic fences that look like wood are acceptable, masonry, wrought iron, or slick wire. All wooded fences shall be constructed of cedar, redwood, or treated or painted lumber. All fences shall be maintained in a fully repair and presentable manner.

3.27 Pained Fencing: the owners of any and all tracts abutting or fronting the outboundary of Mesa Vista Ranch shall maintain the existing outboundary fence. If for any reason any outboundary fence is removed or not maintained sufficient to turn cattle, the Declarant or assigns retains the option to maintain, build or repair all outboundary fences. The Declarant or assigns may elect to invoice the adjacent property owner or owners for these expenses.

3.28 Electrical Service: Overhead electrical lines will provide electric service to Mesa Vista Ranch. Owners shall place their meter cans and main breakers to the main poles within the utility easements as described in Section 3.4. Electrical service to homes, barns, wells, etc., will be underground. These underground lines will be installed by owners as part of their improvements to their lots.

3.29 Variances: Any variance of deviation from any of the aforementioned covenants and restrictions must be approved in writing by the Declarant.

IV. MISCELLANEOUS

4.01 Construction: this Declaration shall be liberally construed to promote its express and implicit purposes. the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing this Declaration. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the sections hereof.

4.02 No Warranty of Enforceability: While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, and her respective successors and assigns, harmless therefrom.

4.03 Compliance with Declaration: Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

4.04 Enforcement and Nonwaiver: Except as otherwise provided herein, any Owner (at his/her own expense), and Declarant shall have the right to enforce any and all of the provisions of this Declaration. In order to enforce the Declaration, the Owner and/or Declarant shall deliver written notice to the alleged violator, setting forth the basis of the complaint. Upon receipt of said notice, the alleged violator shall have 30 days in which to remedy the violation (unless such time frame will cause serious harm to the complaining part and/or other Owners, in which case the notice period will be reduced to the maximum time which will no cause serious harm to others), and if the alleged violator fails to do so, the

complaining party shall have the right to enforce the Declaration through a suit for damages and/or injunctive relief. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration. The prevailing party in any lawsuit to enforce this Declaration shall recover his/her attorney's fees and costs of suit from the other party.

4.05 Amendment: this Declaration may be amended by the written agreement of the Owners of at least 75% of the Lots or by the Declarant so long as the Declarant owns at least one (1) lot. No amendment shall be effective until it has been recorded in the Official Records of Williamson and Travis Counties, Texas. A simple majority of the Owners may amend this Declaration for the sole and strictly limited purpose of making this Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies. Declarant shall have the unilateral right at any time to amend this Declaration for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency consistent with and in furtherance of the general plan and scheme or development as evidenced by this Declaration and shall not materially impair or affect the vested property rights of any Owner or his/her mortgagee.

4.06 Entry Monument and Landscaping: The entry monument and landscaping will be maintained by Declarant until the last lot in Mesa Vista Ranch is sold. At that time, maintenance of the entry monument and its landscaping will become the responsibility of the Owner(s).

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this 15
day of MAY 1999.2.000

ESTATES OF MESA VISTA LIMITED
A TEXAS LIMITED PARTNERSHIP

By: [Signature]
James M. Giddens, President

Name: JAMES M. GIDDENS
Position/Title: Pres.

X [Signature] OWNER
X [Signature] OWNER

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 15 day of May 2000
by James Giddens ~~1999~~,



Sharon F. Styron
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires: 2/2/03

EXHIBIT "A"

PROPERTY DESCRIPTION

For Internal Use Only

LEGAL DESCRIPTION FOR ESTATES OF MESA VISTA LIMITED**(North Tract)
Revised**

BEING 34.76 acres of land, situated in the B.L. Murray Survey No. 68, Abstract No. 2154 in Travis County, Texas, and the G.C. & S.F. Railroad Company Survey No. 177, Abstract No. 882 in Williamson County, Texas, and Abstract No. 2193 in Travis County, Texas, being a portion of that certain Parcel No. 1, called 93.594 acres, as conveyed to Estates of Mesa Vista Limited by deed as recorded in Volume 13265, Page 624, of the Real Property Records of Travis County, Texas. Surveyed on the ground in the month of July, 1999, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on, or near, the north line of the B.L. Murray Survey No. 68, being on, or near, a southerly line of the G.C. & S.F. Railroad Company Survey No. 177, marking the most northerly corner of the above-referenced Parcel No. 1, being the most easterly corner of Round Mountain Estates, a subdivision of record in Plat Book 75, Page 300, of the Plat Records of Travis County, Texas, being on the Southwest line of that certain tract of land, called 239⁷/₁₀ acres, as conveyed to Ola Chapman by deed as recorded in Volume 692, Page 291, of the Deed Records of Travis County, Texas, for the Northwest corner hereof;

THENCE, along, or near, the said north line of the B.L. Murray Survey No. 68, and the south line of the G.C. & S.F. Railroad Company Survey No. 177, S 60° 52' 30" E, 292.90 feet to an iron pin set; and S 61° 11' 30" E, 269.38 feet to a nail found marking an interior corner of the said Parcel No. 1, being the most southerly corner of the said Chapman tract, for an interior corner hereof;

THENCE, along the Southeast line of the said Chapman tract, N 70° 33' E, 57.96 feet to an iron pin found marking the Northeast corner of the said Parcel No. 1, being the most westerly corner of that certain Tract 1, called 6.00 acres, as conveyed to Daniel Lee Park and Stefanie L. Stevenson by deed as recorded in Volume 12348, Page 1186, of the Real Property Records of Travis County, Texas, for the Northeast corner hereof;

THENCE, along the east line of the said Parcel No. 1, S 19° 25' E, passing the south line of the G.C. & S.F. Railroad Company No. 177 and the north line of the said B.L. Murray Survey No. 68, for a total distance of 361.54 feet to an iron pin found marking the most southerly corner of the said 6.00 acre Park and Stevenson tract, being the most westerly corner of that certain tract of land, called 6.00 acres, as conveyed to Alice Faye Conrad by deed as recorded in Volume 12215, Page 530, of the Real Property Records of Travis County, Texas, being the most westerly corner of that certain tract of land, called 15.0 acres, as conveyed to Freddy Park and wife, Lorene Park, by deed as recorded in Volume 1327, Page 897, of the Official Records of Williamson County, Texas and in Volume 9663, Page 695, of the Real Property Records of Travis County, Texas, S 19° 16' E, 92.22 feet to an iron pin set; S 18° 13' E, passing the east line of the B.L. Murray Survey No. 68 and the west line of the G.C. & S.F. Railroad Company Survey No. 177, for a total distance of 269.63 feet, in all, to an iron pin set for the most southerly corner of the said 6.00 acre Conrad tract, S 17° 55' 30" E, 187.50 feet to an iron pin found marking the most westerly corner of that certain tract of land, called 140.81 acres, as conveyed to Estates of Mesa Vista Limited by deed recorded as Document No. 9837550 of the Official Records of Williamson County, Texas, also being the most westerly corner of Lot 7, Block C, of Mesa Vista Estates, Section One, a proposed subdivision, and continuing along the west line of the said 140.81 acre Estates of Mesa Vista Limited tract, S 18° 05' 30" E, 598.92 feet to an iron pin found; S 16° 01' 30" E, 53.33 feet to an iron pin found and S 16° 18' 30" E, 87.12 feet to an iron pin found marking the most southerly corner of the said Lot 7, being the most westerly corner of Mesa Grande Drive, a proposed roadway as shown on the plat of Mesa Vista Estates, Section One, a proposed subdivision, for the most easterly corner hereof;

THENCE, S 73° 41' 30" W, 50.00 feet to an iron pin set, N 67° 28' 30" W, 534.12 feet to an iron pin set and N 55° 04' W, passing the common line between the said G.C. & S.F. Railroad Company Survey No. 177 and the said B.L. Murray Survey No. 68 for a total distance of 1,457.18 feet, in all, to an iron pin set on the Southeast line of the said Round Mountain Estates, being the Northwest line of the said Parcel No. 1, for the most westerly corner hereof;



Steger & Bizzell Engineering, Inc.
Consulting Engineers
Surveyors

1978 South Austin Avenue
Georgetown, Texas 78626

Telephone: (512) 930-9412

THENCE, along the said Southeast line of Round Mountain Estates, N 40° 05' E, 159.00 feet to an iron pin set; N 40° 20' E, 138.32 feet to an iron pin found; N 40° 26' E, 150.52 feet to an iron pin set; N 40° 07' E, 108.18 feet to an iron pin found; N 40° 14' E, 248.82 feet to an iron pin found; N 39° 52' 30" E, 56.45 feet to an iron pin set and N 40° 06' 30" E, 179.26 feet, to the Place of BEGINNING and containing 34.76 acres of land.

Note: The above-described 34.76 acre tract of land has access to Mesa Grande Drive, a proposed roadway, along an access easement being more particularly described as follows;

BEGINNING at an iron pin found for the most easterly corner of the said 34.76 acre tract, marking the most westerly corner of the said Mesa Grande Drive, for the most northerly corner hereof,

THENCE, S 16° 18' 30" E, 60.09 feet to an iron pin found marking the most southerly corner of the said Mesa Grande Drive, for the most easterly corner hereof;

THENCE, S 73° 41' 30" W, 50.00 feet to an iron pin set for the most southerly corner hereof;

THENCE, N 16° 18' 30" W, 60.09 feet to an iron pin set for a corner of the said 34.76 acre tract, for the most westerly corner hereof;

THENCE, along the south line of the said 34.76 acre tract, N 73° 41' 30" E, 50.00 feet to the Place of BEGINNING and containing 0.07 of an acre of land.


STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 24th day of April, 2000, A.D.


 _____ Don H. Bizzell
 Registered Professional Land Surveyor, No. 22
 State of Texas



Page 2 of 2

REVISED: April 20, 2000

18093fn-north



Steger & Bizzell Engineering, Inc.
Consulting Engineers Surveyors

1978 South Austin Avenue
Georgetown, Texas 78626

Telephone: (512) 930-9412
Facsimile: (512) 930-9416

LEGAL DESCRIPTION FOR ESTATES OF MESA VISTA LIMITED**(South Tract)
Revised**

BEING 34.76 acres of land, situated in the B.L. Murray Survey No. 68, Abstract No. 2154 in Travis County, Texas, and the G.C. & S.F. Railroad Company Survey No. 177, Abstract No. 882 in Williamson County, Texas, and Abstract No. 2193 in Travis County, Texas, being a portion of that certain Parcel No. 1, called 93.594 acres, as conveyed to Estates of Mesa Vista Limited by deed as recorded in Volume 13265, Page 624, of the Real Property Records of Travis County, Texas. Surveyed on the ground in the month of July, 1999, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found marking the most westerly corner of the above-referenced Parcel No. 1, being an interior corner of that certain tract of land, called 347.85 acre, as conveyed to M.K. Hage, Jr., by deed as recorded in Volume 7897, Page 365, of the Deed Records of Williamson County, Texas, being the Southeast corner of Round Mountain Estates, a subdivision of record in Plat Book 75, Page 300, of the Plat Records of Travis County, Texas, for the most westerly corner hereof;

THENCE, along the Northwest line of the said Parcel No. 1, being the Northwest line of the said Hage tract and the Southeast line of the said Round Mountain Estates, as follows; N 39° 05' 30" E, 177.58 feet to an iron pin found; N 39° 29' 30" E, 306.12 feet to an iron pin found; N 42° 02' 30" E, 114.20 feet to an iron pin found; N 39° 23' 30" E, 35.32 feet to an iron pin found and N 40° 05' E, 260.07 feet to an iron pin set for the most northerly corner hereof;

THENCE, S 55° 04' E, passing the common line between the said B.L. Murray Survey No. 68 and the said G.C. & S.F. Railroad Company Survey No. 177, for a total distance of 1,457.18 feet to an iron pin set, S 67° 28' 30" E, 534.12 feet to an iron pin set and N 73° 41' 30" E, 50.00 feet to an iron pin found on the east line of the said Parcel No. 1, being the east line of the said Hage tract, being the west line of that certain tract of land, called 140.81 acres as conveyed to Estates of Mesa Vista Limited by deed recorded as Document No. 9837550 of the Official Records of Williamson County, Texas, being the most westerly corner of Mesa Grande Drive, a proposed roadway as shown on the plat of Mesa Vista Estates, Section One, a proposed subdivision, also being the most southerly corner of Lot 7, Block C, of the said Mesa Vista Estates, Section One, for the Northeast corner hereof;

THENCE, along the said east line of Parcel No. 1, being the east line of the said Hage tract, and the west line of the said 140.81 acre Estates of Mesa Vista Limited tract, S 16° 18' 30" E, 60.09 feet to an iron pin found marking the most southerly corner of the said Mesa Grande Drive, for the most easterly corner hereof;

THENCE, S 73° 41' 30" W, 50.00 feet to an iron pin set and S 62° 48' 30" W, 931.05 feet to an iron pin found marking an interior corner of the said Parcel No. 1, for the most southerly corner hereof;

THENCE, N 60° 00' W, 1,673.99 feet to the Place of BEGINNING and containing 34.76 acres of land.

Note: The above-described 34.76 acre tract of land is subject to an access easement being more particularly described as follows;

BEGINNING at an iron pin found for the Northeast corner of the said 34.76 acre tract, for the most northerly corner hereof;

THENCE, S 16° 18' 30" E, 60.09 feet to an iron pin found for the most easterly corner of the said 34.76 acre tract, for the most easterly corner hereof;

THENCE, along the Southeast line of the said 34.76 acre tract, S 73° 41' 30" W, 50.00 feet to an iron pin set for the most southerly corner hereof;

THENCE, N 16° 18' 30" W, 60.09 feet to an iron pin set on the Northeast line of the said 34.76 acre tract, for the most westerly corner hereof;

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.



Steger & Bizzell Engineering, Inc.
Consulting Engineers
Surveyors

1978 South Austin Avenue
Georgetown, Texas 78626

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Facsimile: (512) 930-9418

THENCE, N 73° 41' 30" E, 50.00 feet to the Place of BEGINNING and containing 0.07 of an acre of land.

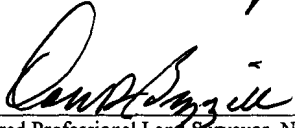
STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON }

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 24th day of Apr. 1, 2000, A.D.


Registered Professional Land Surveyor, No. 2218
State of Texas

Don H. Bizzell



Page 2 of 2

REVISED: April 20, 2000

18093fn-south



Steger & Bizzell Engineering, Inc.
Consulting Engineers

Surveyors

1978 South Austin Avenue
Georgetown, Texas 78626

Telephone: (512) 930-9412
Facsimile: (512) 930-9418

LEGAL DESCRIPTION FOR ESTATES OF MESA VISTA LIMITED

BEING 24.09 acres of land, situated in the G.C. & S.F. Railroad Company Survey No. 177, Abstract No. 882 in Williamson County, Texas, and Abstract No. 2193 in Travis County, Texas, and the W.W. Hornsby Survey, Abstract No. 308 in Williamson County, Texas, and Abstract No. 271 in Travis County, Texas, being a portion of that certain Parcel No. 1, called 93.594 acres, as conveyed to Estates of Mesa Visa Limited by deed as recorded in Volume 13265, Page 624, of the Real Property Records of Travis County, Texas. Surveyed on the ground in the month of July, 1999, under the supervision of Don H. Bizzell, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on, or near, the east line of the G.C. & S.F. Railroad Company Survey No. 177, being on, or near, the west line of the W.W. Hornsby Survey, marking the Southeast corner of the above-referenced Parcel No. 1, being on the Northwest line of that certain tract of land, called 484 acres, as conveyed to Bernice L. Giddens and wife, Winifred A. Giddens, by deed as recorded in Volume 2020, Page 528, of the Official Records of Williamson County, Texas, being on the east line of that certain tract of land, called 347.85 acres, as conveyed to M.K. Hage, Jr., by deed as recorded in Volume 7897, Page 365, of the Deed Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, N 60° 01' W, 1,274.51 feet to an iron pin found marking the most southerly Southwest corner of the said Parcel No. 1, for the Southwest corner hereof;

THENCE, N 30° 53' E, 389.02 feet to an iron pin found marking an interior corner of the said Parcel No., 1, for a corner hereof;

THENCE, N 62° 48' 30" E, 931.05 feet to an iron pin set and N 73° 41' 30" E, 50.00 feet to an iron pin found on an easterly line of the said Parcel No., 1, being an easterly line of the said Hage tract and on the westerly line of that certain tract of land, called 140.81 acres, as conveyed to Estates of Mesa Vista Limited by deed recorded as Document No. 9837550 of the Official Records of Williamson County, Texas, being the most southerly corner of Mesa Grande Drive, a proposed roadway, as shown on the plat of Mesa Vista Estates, Section One, a proposed subdivision, also being the Northwest corner of Lot 3, Block B, of the said Mesa Vista Estates, Section One, for the most northerly corner hereof;

THENCE, S 16° 18' 30" E, passing the common line between the said G.C. & S.F. Railroad Company Survey No. 177 and the said W.W. Hornsby Survey, for a total distance of 1,021.52 feet, in all, to an iron pin found marking the most easterly corner of the said Parcel No. 1, being the most easterly corner of the said Hage tract, being the most southerly corner of the said 140.81 acre Estates of Mesa Vista Limited tract, and the most southerly corner of the said Lot 3, Block B, also being on the said Northwest line of the 484 acre Giddens tract, for the most easterly corner hereof;

THENCE, along the Southeast line of the said Parcel No. 1, being the Southeast line of the said Hage tract, and the Northwest line of the said 484 acre Giddens tract, as follows; S 66° 07' 30" W, 46.69 feet to an iron pin set; S 55° 23' 30" W, 79.92 feet to an iron pin set, on or near, the said east line of the G.C. & S.F. Railroad Company Survey No. 177 and the west line of the said W.W. Hornsby Survey, and S 22° 20' 30" W, 395.20 feet to the Place of BEGINNING and containing 24.09 acres of land.

Note: The above-described 24.09 acre tract of land has access to Mesa Grande Drive, a proposed roadway, along an access easement being more particularly described as follows;

BEGINNING at an iron pin found for the most northerly corner of the said 24.09 acre tract, marking the most southerly corner of the said Mesa Grande Drive, for the most easterly corner hereof;

THENCE, along the Northwest line of the said 24.09 acre tract, S 73° 41' 30" W, 50.00 feet to an iron pin set for the most southerly corner hereof;



Steger & Bizzell Engineering, Inc.
Consulting Engineers Surveyors
1878 South Austin Avenue Georgetown, Texas 78626 (512)930-9412 Fax: (512)930-9418

THENCE, N 16° 18' 30" W, 60.09 feet to an iron pin set for the most westerly corner hereof;

THENCE, N 73° 41' 30" E, 50.00 feet to an iron pin found marking the most westerly corner of the said Mesa Grande Drive, for the most northerly corner hereof;

THENCE, S 16° 18' 30" E, 60.09 feet to the Place of BEGINNING and containing 0.07 of an acre of land.

STATE OF TEXAS

)

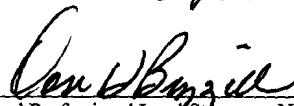
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

)

I, Don H. Bizzell, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that said property has access to and from a dedicated roadway, to the best of my knowledge and belief.


To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 16th day of September, 1999, A.D.


Don H. Bizzell
Registered Professional Land Surveyor, No. 2218
State of Texas



Page 2 of 2

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 **Steger & Bizzell Engineering, Inc.**
Consulting Engineers Surveyors
1878 South Austin Avenue Georgetown, Texas 78626 (512)830-9412 Fax (512)830-9418

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

05-17-2000 02:37 PM 2000031316
MABRY \$41.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① James Giddens
201 C.R. 290
Leander 78641