

NOTICE OF VARIANCE
BY
ARCHITECTURAL CONTROL COMMITTEE

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, Twin Springs Ranch, Section IIIA and Twin Springs Ranch, Section IIIB, subdivisions of record in Cabinet N, Slides 150-151 and Cabinet N, Slides 333-335, Plat Records of Williamson County, Texas, are subject to Declarations of Covenants, Conditions and Restrictions dated December 12, 1996 and filed for record in Document No. 9708296, Official Records, Williamson County, Texas (the "Declaration");

WHEREAS, Tracey O'Donnell and Jacqueline Barton ("Owners") are the owners of Lots 13 and 14, Block A, Twin Springs Section IIIB, and Owners desire to construct one single family residence on Lots 13 and 14 across the common lot line between Lots 13 and 14;

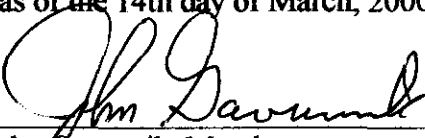
WHEREAS, Article V, Section 6 of the Declaration contains a twenty-five foot (25') side yard setback from the common property line between Lots 13 and 14;

WHEREAS, Article III, Section 4 authorizes the Architectural Control Committee to consider and grant requests for variances to the Declaration;

WHEREAS, Owners have submitted their request for a variance from the twenty-five foot (25') side yard setback requirement for the common property line between Lots 13 and 14 to the Architectural Control Committee;

NOW, THEREFORE, the undersigned, being a duly appointed member of the Twin Springs Ranch Architectural Control Committee ("Committee"), hereby acknowledges that the Committee did consider Owners' request for variance and has approved the deletion of any side yard setback along the common property line between Lots 13 and 14, Block A, Twin Springs Ranch, Section IIIB, Cabinet N, Slides 333-335, Plat Records of Williamson County, Texas, the Committee having found the requested variance (1) is desirable, (2) is consistent and harmonious with the remainder of the community, and (3) does not adversely effect the value of another lot.

Variance granted and effective as of the 14th day of March, 2000.



 John Gavurnik, Member
 Twin Springs Ranch Architectural Control Committee

STATE OF TEXAS

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COUNTY OF WILLIAMSON

This Notice of Variance by Architectural Control Committee was acknowledged before me on this the 5 day of April, 2000, by John Gavurnik, Member of the Twin Springs Ranch Architectural Control Committee.



Amy C. Rodgers
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

04-05-2000 11:43 AM 2000020983
MABRY \$11.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① Tracey Odonnell
1607 Old Settlement Rd
R.R. Tx. 78664

**DECLARATIONS OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
TWIN SPRINGS RANCH, SECTION IIIA
TWIN SPRINGS RANCH, SECTION IIIB**

THIS DECLARATION is made on the date hereinafter set forth by the Magnolia Lonestar, Inc., a Texas corporation, acting herein by and through its duly authorized officer, hereinafter referred to as "Developer".

WHEREAS, Developer is the owner of all of the property (i.e. all of the lots, tracts and parcels of land) which comprises Twin Springs Ranch, Section IIIA, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet N, Slides 150-151 and Twin Springs Ranch, Section IIIB, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet N, Slides 333-335 Plat Records of Williamson County, Texas, and Twin Springs Ranch, Section IIIA and Section IIIB, a subdivision in Williamson County, Texas; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community; and to this end, desires to subject said property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community;

NOW THEREFORE, Developer hereby declares that all of the property located in the subdivision described above shall be held, sold and conveyed 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 real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

1. "Architectural Control Committee" shall mean the committee created pursuant to Article III of this Declaration. The initial members shall be Ken Burge, Wayne Roberson and Chris Hayes.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" shall mean and refer to all of Twin Springs Ranch, Section IIIA including all of the designated lots therein, a subdivision located in Williamson County, Texas, according to the map or plat of record in Cabinet N, Slides 150-151, Plat Records of Williamson County, Texas and Twin Springs Ranch, Section IIIB including all of the designated lots therein, a subdivision

located in Williamson County, Texas, according to the map or plat of record in Cabinet N, Slides 333 - 335, Plat Records of Williamson County, Texas.

4. "Lot" shall mean and refer to any of the lots shown upon the recorded subdivision map of the Property, including all improvements and easements thereon.

5. "Developer" shall mean and refer to the Magnolia Lonestar Corporation, its successors and assigns, provided such successors and assigns shall acquire all interest of Magnolia Lonestar, Inc. in Twin Springs Ranch, Section IIIA and Twin Springs Ranch, Section IIIB.

ARTICLE II INSURANCE

1. Insurance by Owners. Each Owner shall be responsible at his own expense and cost for (1) fire and extended coverage insurance (i) on his Lot and any improvements thereon, (ii) on the contents of his own residence, and (iii) on any of his personal property which may be stored elsewhere on the Property.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

1. Members. The Architectural Control Committee shall consist of three members designated by the Developer until such time as seventy-five percent (75%) of the residential Lots have been sold and conveyed from Developer to Owners. Upon the sale of said number of residential Lots, the members of the Committee shall be designated by a majority vote of the Owners. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation for services performed pursuant to this covenant.

2. Review by Committee. No improvements of any kind, including, but not limited to residences, accessory buildings, swimming pools, wells, septic systems, antennas (on a structure or on a Lot), flag poles, fences, walls, mail boxes, exterior lighting, patios, roof overhangs, sidewalks, stepping stones, driveways, or any other improvement shall be constructed, placed, or maintained upon any Lot and no alteration or repainting of the exterior of any improvement shall be made and no landscaping shall be performed until (1) a complete copy of the plans and specifications for the improvement showing (i) the exterior design, height, building material and color scheme of the improvement, and (ii) the location of the improvement plotted horizontally and vertically, (2) a site plan showing the location of all present and planned improvements, including but not limited to, the well, the septic system, the residence, the driveway, the landscaping, the grading plan, any fencing and any walls, and (3) the name of the Builder, have been submitted to and approved in writing by the Architectural Control Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Architectural Control Committee. All builders who are members of either the National Association of Home

Builders or the HOW Builders Program shall automatically be approved by the Architectural Control Committee.

3. Conformity. The Architectural Control Committee shall exercise its best judgment to see that the exterior design and location of all improvements, landscaping and alterations of Lots within the Property conform to and harmonize with the surrounding improvements, environment, topography and finished grade evaluations.

4. Variances from Restrictions. The Architectural Control Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners; (2) the requested variances are generally consistent and harmonious with the remainder of the community; and (3) the requested variances do not adversely affect the value of another Lot.

5. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after plans or requests have been submitted, approval will be presumed, and this Article will be deemed to have been fully complied with.

6. Written Records. The Architectural Control Committee shall maintain written records of (1) all applications and requests submitted to it and (2) of all actions taken.

7. Majority Vote. A majority vote of the Architectural Control Committee is required for approval of (1) proposed improvements, and (2) requests for variances.

8. Non-liability. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such requests.

ARTICLE IV RESTRICTIONS ON LOTS

The following restrictions are imposed as a common scheme upon each Lot for the benefit of every other Lot, and may be enforced by any Owner.

1. Re subdivision. No Lot shall be divided or re subdivided or cut into smaller parcels or tracts unless such re subdivision is expressly approved in writing by majority vote of the Owners. Notwithstanding anything to the contrary herein, under no circumstances shall any re subdivision be approved unless (1) all Lots resulting from such re subdivision are one (1) acres in size and have adequate access, and (2) adequate utility easements are created. A minimum of one (1) acre may be released by the lien holder on any Lot.

2. Residential Use. Each Lot shall be used for single family residential purposes only and no part of any Lot shall be used for any business or commercial purpose; provided, however, that (1) a home office incidental to a Lot Owners' business may be maintained within the Owner's

residence, and (2) Developer may construct, occupy and maintain a temporary sales office on any unsold Lot. Buying & selling ranch animals is not considered a business purpose.

3. Single Family Dwellings. No more than one single family dwelling shall be erected on a Lot. Guest houses are allowed limited to 750 square feet & limited to one bathroom. Lot owners may construct the guest house first but in no case shall the total construction time for building guest house, main house & garage last longer then 12 months from start of construction. This provision applies to all construction except barns, outbuildings, fences, etc.

4. Size and Construction of Residences. Each permanent residence constructed on a Lot shall have a living area of no less than one thousand eight hundred square feet (1,800 square feet of cooled and heated space) exclusive of garages, carports and porches. Two story homes shall have at least 1200 square feet on the bottom floor. Separate garage buildings, storage facilities, servants' quarters and guest houses shall be of all new material and shall be of equivalent and harmonious construction, design and color to the main residence. All residences must have a minimum of a two car garage either attached or detached. All construction shall have the prior written approval of the Architectural Control Committee. The location and specifications of the septic system shall be expressly approved in writing by the Architectural Control Committee prior to the beginning of the construction of the primary residence. All barns and outbuildings shall be built of the same materials as the main house.

5. Masonry requirements. Each house must have 75% masonry.

6. Set-Back. All improvements, except fences, shall be set back a minimum of 50 feet from the front property line adjacent to the street and 25 feet from the side and rear property lines, except that any barn shall be a minimum of 45 feet from any property line. No improvement shall be placed or permitted to remain in these reserved setback areas. For the purpose of this covenant, eaves, steps, and open porches shall be considered improvements. Within designated easements, no improvements shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.

7. Restriction on Trailers and Mobile and Manufactured Homes. No residence trailers or mobile homes shall be allowed on any Lot. No old houses shall be moved in, and no prefabricated homes or manufactured homes shall be allowed on any Lot without the prior written consent of the Architectural Control Committee. Used lumber may be used for construction only after the prior written consent of the Architectural Control Committee is obtained.

8. Septic Tank Systems. If a septic-tank soil-absorption sewage-disposal system is installed, such system shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and shall be inspected by a duly authorized agent of the Williamson County Health Department, if required by local ordinances. Written certification by the inspecting agency that such installation is within said recommendations shall be presented to Developer by Owner prior to Owner's occupancy of any improvements constructed on Owner's Lot.

9. Mail Boxes. All mail boxes shall be of the same type and exterior of primary residence design and placed in a location approved by the Architectural Control Committee and shall meet the requirements of the postal authorities.

10. Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

11. Recreational Vehicles. Written approval of the Architectural Control committee shall be required before any recreational vehicle or camper may be stored or parked on any Lot.

12. Toxic Substances. The Architectural Control Committee shall have the right to forbid or impose restrictions on the storage and application of toxic substances, including, but not limited to, herbicides, pesticides, etc., which are or might be unsafe or hazardous to any person, property, or the environment.

13. Cutting Down of Trees. Trees which are four inches (4") or larger in diameter shall not be cut down without the prior written consent of the Architectural Control Committee. Cedar trees are exempt from this provision.

14. Outside Toilets. No outside toilets shall be permitted on any Lot, with the exception of portable toilets during construction.

15. Animals. The following animals may be kept or maintained on any Lot: (1) ordinary household pets, (2) animals for 4-H or Future Farmers purposes as specified in #16 below, (3) one horse for each full acre owned. No swine are allowed, except as specified in paragraph 16.

16. Animals for 4-H or Future Farmers Purposes. If any member of an Owner's family is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, then two animals per each such member (but not in excess of two) shall be permitted for the purposes of raising such animal for competition or as part of a club project, provided, however, that such animal shall be kept in a sightly pen or other enclosure and the lot shall be kept clean and in a sanitary and odorless condition.

17. Fences. Each owner is encouraged to fence their land as soon as possible after purchase. Fences should be maintained and kept in good order.

18. Nuisance. No part of any Lot shall be used (1) for the sale, display, or storage of junk, or used automobiles, or (2) for any activity that shall constitute a public or private nuisance. The Owner of any Lot shall not use or allow the use of such Lot or any building or structure thereon for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any zoning or other regulations or laws of Williamson County, the State of Texas, or the United States of America.

19. Annoyance. No activity shall be carried on upon any Lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be

calculated to reduce the desirability of the Property as a residential neighborhood, even though such activity may be in the nature of a hobby and not carried on for profit.

20. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise therefrom so as to render such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. The Architectural Control Committee may control the location and type of refuse, garbage, and trash containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any Lot. Material of any kind which is stored on a Lot shall be arranged in an orderly manner on the rear one-third of such Lot, shall be properly covered, and shall be allowed only so long as the Architectural Control Committee in its best and sole judgment deems such storage to be in the best interest of the Property.

21. Vehicles, Unsightly Articles Screening of Certain Items. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining Lots or property or public or private streets. Without limiting the generality of the foregoing, trailers, recreational vehicles, trucks (other than pickups), boats, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except which in actual use, in an enclosed structure 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 an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. 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 property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks, with the exception of water well tanks, shall be kept within an enclosed structure or permanently screened from view. Water well tanks shall be painted to match the surrounding environment. All air conditioning compressors shall be permanently screened from view by a fence.

22. Trucks and Machinery. No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall be parked on any Lot at any time except temporarily while such vehicles are being used in the construction of improvements on such Lots.

23. Vehicle Parking on Roads Forbidden. No vehicles of any type shall be parked upon the roads or rights-of-way within the Property.

24. Aircraft. No aircraft other than helicopters shall be launched from or may land on any portion of a Lot. Helicopters shall only be launched from and shall only land on helipads which have been constructed with the prior written approval of the Architectural Control Committee.

25. Signs. No signs of any kind shall be displayed for public view on any Lot except (1) one professional sign of not more than five square feet in area which advertises the Lot for sale or

rent. All merchandising, advertising, and sales programs within the subdivision shall be subject to approval by Developer and shall be in conformity with the general marketing plan of the subdivision.

26. Firearms, Explosives, and Fires. No firearms (except firearms for the protection of the Owner's family and property) may be maintained or discharged on any Lot. No other explosives, including but not limited to firecrackers and fireworks of any kinds, shall be discharged on any Lot. No open fires shall be lighted or permitted on the Property except (a) in a contained barbecue unit while attended and in use for cooking purposes or (b) within a safe and well-designated interior fireplace. Controlled burning of cedar is permitted with prior notice given to the proper fire prevention authorities. No hunting allowed

27. Walnut Spring is located on lot 22 of Twin Springs Ranch Section II. Other than maintenance & cleaning of the pond formed by this spring, the flow of water coming from the pond will not be dammed or impeded in any way.

28. Non-Discrimination. No action shall at any time be taken by the Architectural Control Committee which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE V MAINTENANCE AND REPAIRS

1. Maintenance by Owner. The Owner shall maintain and keep in repair the following: all exterior maintenance upon each Lot including, but not limited to, maintenance of roofs, gutters, and down spouts, if any, exterior building surfaces, fences, trees, shrubs, grass, landscaping, walks, glass surfaces, window and door fixtures, light fixtures, the septic system, and the well including the cutting of grass, brush and weeds in the right-of-way.

An Owner shall not do any act or perform any work which will impair any easement. Nor shall an Owner do any act, perform any work or allow any condition to exist which will adversely affect any other residences or their Owners.

ARTICLE VI EASEMENTS

1. Construction Easements. Each Lot shall be subject to an easement for encroachments created by construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

2. Utility and Emergency Easements. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Architectural Control Committee as recorded and amended in the Deed Records. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate record

able document, Developer shall have the right to grant such easement on said Property without conflicting with the terms hereof.

**ARTICLE VII
GENERAL PROVISIONS**

1. Enforcement. The Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration; and to recover reasonable attorney's fees and other expenses incurred in such enforcement. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

2. Conveyances Subject To. Conveyance of each Lot and tract contained in the Property shall be made subject to each and every valid and existing mineral and/or royalty reservation, right of way, easement condition, exception, restriction and covenant of whatsoever nature of record whether or not the same is expressly stated or contained in a deed or deeds conveying such Lot or tract.

3. Sever ability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2006, after which time they shall be automatically extended for successive periods of ten (10) years unless the record Owners of a majority of the Lots in the subdivision cancel the same, through a duly recorded written instrument. This Declaration may be amended during the term hereof or during any extension period by an instrument signed by the Owners of not less than three-fourths (3/4) of the Lots in the subdivision; provided however, that the Developer, its successors or assigns reserves the right to alter and amend this Declaration to promote aesthetic development and to avoid hardship. To be valid, any such amendment must be recorded.

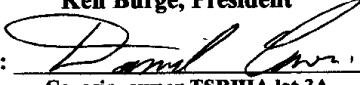
Executed this 12th day of Dec., 1996.

DEVELOPER:

MAGNOLIA LONESTAR, INC.

2300 So. IH 35 Suite 201
Round Rock, TX 78681
(512) 218-9984

By: 
Ken Burge, President

By: 
Cavasia, owner TSRIIIA lot 3A

By: 
Weather, owner TSRIIIB lot 15A

By: 
Bright, owner TSRIIIB lot 34B

By: 
Mailloux, owner TSRIIIA lot 2A

By: [Signature]
Szilagy, owner TSRIIB lot 6A
By: [Signature]
Trub, owner TSRIIB lot 25A

STATE OF TEXAS
COUNTY OF WILLIAMSON

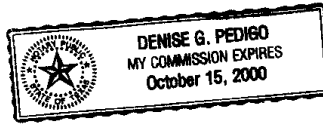
This instrument was acknowledged before me on the 21 day of Jan, 1999,
by Ken Burge of **Magnolia Lonestar, Inc.**, on behalf of said corporation and
Daniel Canasim, Clayton Walther, Richard Bright, Joan Mailloux,
Zoltan Szilagy, Matthew Trub; owners of listed lots in Twin Springs Ranch IIIA
and Twin Springs Ranch IIIB.

(Notary seal)
Notary Public in and for
the State of Texas

[Signature]

My Commission Expires: OCTOBER 15, 2000

Denise G. Pedigo (Printed Name of Notary)



By: M.A. Ross ^{12/24/96}
Ross, owner TSR11B lot 16A

STATE OF TEXAS
COUNTY OF WILLIAMSON

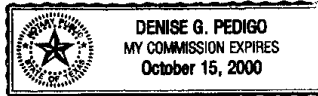
This instrument was acknowledged before me on the 24 day of
December, 1998, by Ken Burge of Magnolia Lonestar, Inc., on behalf of
said corporation and Michael A. Ross, owner of listed lots in Twin
Springs Ranch IIIA and Twin Springs Ranch IIIB.

(Notary seal)
Notary Public in and for
the State of Texas

Denise G. Pedigo

My Commission Expires: October 15, 2000

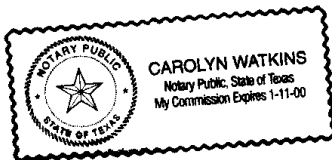
DENISE G. PEDIGO (Printed Name of Notary)



Charles M Spangler
By: *Toni R Spangler*
Spangler, owner TSRIIB lot 24A

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 31st day of December, 1996,
by Charles & Toni Spangler owners of listed lots in Twin Springs Ranch IIIA and Twin Springs
Ranch IIIB.



(Notary seal)
Notary Public in and for
the State of Texas

Carolyn Watkins

My Commission Expires: 1-11-00

Carolyn Watkins (Printed Name of Notary)

Doc# 9708296
Pages: 11
Date : 02-26-1997
Time : 03:58:28 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 29.00

(17)
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**NOTICE OF RESIGNATION OF
ARCHITECTURAL CONTROL COMMITTEE MEMBERS**

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS**
COUNTY OF WILLIAMSON §

WHEREAS, Article III of those certain Declarations of Covenants, Conditions and Restrictions for Twin Springs Ranch, Section IIIA and Twin Springs Ranch, Section IIIB dated December 12, 1996 and filed for record under Document No. 9708296, Official Records, Williamson County, Texas (the "Declarations"), as supplemented, provide that the Twin Springs Ranch Architectural Control Committee (the "ACC") shall consist of three members designated by Developer of Twin Springs Ranch until seventy-five percent (75%) of the residential Lots subject to the Declarations have been sold and conveyed from the developer to record owners;


WHEREAS, Developer, Gavurnik Homes, L.P., previously designated three (3) members of the ACC and recorded its Notice of Election of ACC Members in Document No. 199958200 (3 pgs), Official Public Records, Williamson County, Texas;


WHEREAS, as of the date of this Notice of Resignation of Architectural Control Committee Members, more than seventy-five percent (75%) of the residential Lots of Twin Springs Ranch have been sold and conveyed to record owners other than Developer;


WHEREAS, the ACC Members designated by Developer no longer desire to serve as members of the ACC.

NOW, THEREFORE, let it be known that the previously designated members of the ACC being John Gavurnik, David Marshall, and Rick Burleson, hereby resign as members of the ACC.

Effective as of this 12th day of February, 2004.



John J. Gavurnik


David Marshall


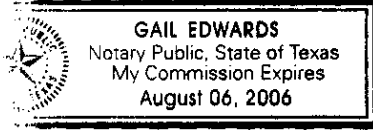
Rick Burleson

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me this 12th day of February, 2004 by John J. Gavurnik.



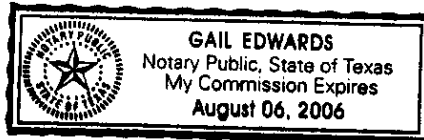
Gail Edwards
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me this 12th day of February, 2004 by David Marshall.



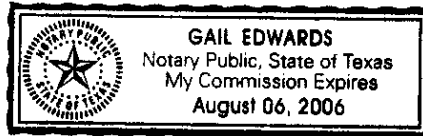
Gail Edwards
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me this 12th day of February, 2004 by Rick Burleson.



Gail Edwards
Notary Public, State of Texas

After Recording, Return To:

①

Law Offices of Glenn K. Weichert, P.C.
3821 Juniper Trace, Suite 106
Austin, Texas 78738

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2004013391

Nancy E. Rister

02/23/2004 12:55 PM

ANDERSON \$16.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

NOTICE OF ELECTION
OF
ARCHITECTURAL CONTROL COMMITTEE MEMBERS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF WILLIAMSON §

WHEREAS, Magnolia Lonestar, Inc , a Texas corporation ("Magnolia"), as Developer of the Property described below, desired to establish certain regulations and restrictions limiting or otherwise affecting the use and development of certain tracts or parcels of land situated in Williamson County, Texas (the "Property"), as such real property is more particularly described in Exhibit A attached hereto;

WHEREAS, in order to implement such regulations and restrictions and to provide the public with notice of same, Magnolia executed those certain Declarations of Covenants, Conditions and Restrictions for Twin Springs Ranch, Section IIIA dated July 16, 1995 and filed same for record under Document No 9639205, Official Records, Williamson County, Texas,

WHEREAS, the Declarations were restated and amended by those certain Declarations of Covenants, Conditions and Restrictions for Twin Springs Ranch, Section IIIA and Twin Springs Ranch, Section IIIB dated December 12, 1996 and filed for record under Document No 9708296, Official Records, Williamson County, Texas (the "Declarations"),

WHEREAS, Article III of the Declarations, as supplemented, provide that the Architectural Control Committee shall consist of three members designated by Developer of the Property until seventy-five percent (75%) of the residential Lots of the Property have been sold and conveyed from the developer to record owners;

WHEREAS, pursuant to that certain Assignment of Developer Rights dated May 18, 1999, a copy of which is attached hereto as Exhibit "A", Magnolia transferred its rights as Developer under the Declarations to Gavurnik Homes, L P , a Texas limited partnership,

WHEREAS, as of the date of this Notice of Election of Architectural Control Committee Members, less than seventy-five percent (75%) of the residential Lots of the Property have been sold and conveyed to record owners other than Developer,

WHEREAS, pursuant to Article III of the Declarations, Developer desires to designate three new individuals to the Architectural Control Committee and to publish the names of such individuals of record so that all current and future owners of the Property will have access to such names

NOW THEREFORE, let it be known that the newly designated members of the Architectural Control Committee created pursuant to the Declarations, as supplemented, are as follows

- 1 John Gavurnik,
2. David Marshall; and
- 3 Rick Burleson

Pursuant to Article III, Section 2 of the Declaration:

“No improvement of any kind, including, but not limited to residences, accessory buildings, swimming pools, wells, septic systems, antennae (on a structure or on a Lot), flag poles, fences, walls, mail boxes, exterior lighting, patios, roof overhangs, sidewalks, stepping stones, driveways, or any other improvement shall be constructed, placed or maintained upon any Lot and no alteration or repainting of the exterior of any improvement shall be made and no landscaping shall be performed until (1) a complete copy of the plans and specifications for the improvement showing (i) the exterior design, height, building material and color scheme of the improvement, and (ii) the location of the improvement plotted horizontally and vertically, (2) a site plan showing the location of all present and planned improvements, including but not limited to, the well, the septic system, the residence, the driveway, the landscaping, the grading plan, any fencing and any walls, and (3) the name of the Builder, have been submitted to and approved in writing by the Architectural Control Committee, and a copy of all such plans and specifications as finally approved, has been deposited with the Architectural Control Committee ”

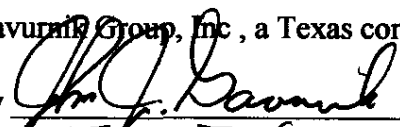
Please submit plans and specifications to the Architectural Control Committee c/o John J Gavurnik, Gavurnik Homes, L P , 228 Bastian Lane, Georgetown, Texas 78626, or call (512) 930-5204 for further information

Effective as of this 20 day of Aug., 1999.

DEVELOPER

Gavurnik Homes, L P., a Texas limited partnership

By Gavurnik Group, Inc , a Texas corporation

By 
Name John J. Gavurnik
Title President

THE STATE OF TEXAS

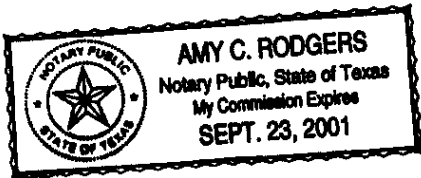
§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me this 20th day of August, 1999, by John Gavurnik, President of Gavurnik Group, Inc., a Texas corporation, general partner of Gavurnik Homes, L P, a Texas limited partnership, on behalf of the corporation and the partnership



Amy C. Rodgers
Notary Public State of Texas

AFTER RECORDING, RETURN TO:

Glenn K. Weichert
Dunagan Weichert Associates
1120 Capital of Texas Highway South
Building III, Suite 200
Austin, Texas 78746

①

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

08-26-1999 03:11 PM 199958200
MILLER \$13.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

PLAT MAP RECORDING SHEET

Doc# 9659542
Pages: 3
Date : 11-12-1996
Time : 10:16:01 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 106.00

INSTRUMENT #--

DEDICATOR-- Ken Burge, Magnolia-Lonestar, Inc.

SUBDIVISION NAME-- Twin Springs Section Three-B

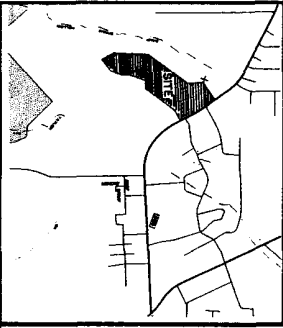
MAP RECORDED IN CABINET N , SLIDES 333, 334 and 335.

PROPERTY FORMERLY KNOWN AS: 101.07 acres in Lewis P. Dyches Survey
Abstract-171

HAND TO: Ken Burge (218-9984)

INSTRUMENT DATE: November 5, 1996

FILE DATE: November 12, 1996



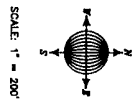
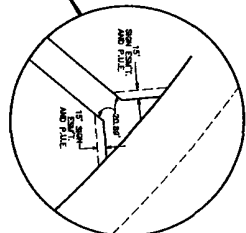
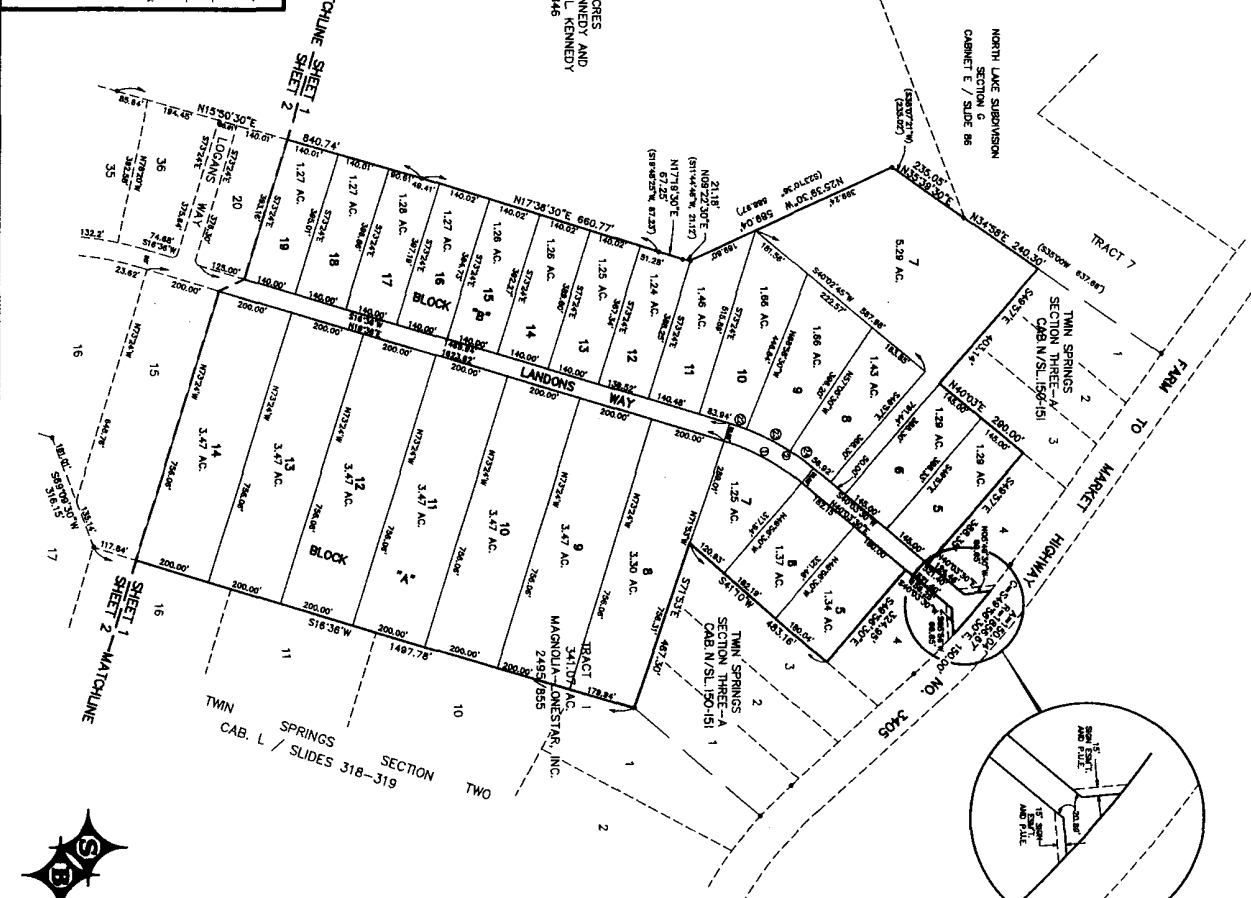
LOCATION MAP - NOT TO SCALE

- LEGEND**
- - IRON PIN FOUND
 - PUBLIC UTILITY EASEMENT
 - BL - BUILDING LINE
 - () - RECORD CALL

128.10 ACRES
TIMOTHY L. KENNEDY AND
WIFE, REBECCA L. KENNEDY
2851/846

NORTH LAKE SUBDIVISION
SECTION C
CABINET E / SLIDE 16

Cabinet N Slide 333



THIS SURVEY WAS
FILED IN THE PUBLIC
OFFICE OF THE COUNTY CLERK,
WILLIAMSON COUNTY, TEXAS,
ON 11/12/1984 AT 10:00 AM
BY SLEIGER & BIZZELL ENGINEERING, INC.

GENERAL NOTES:

1. Total Acres: 101.67
2. Number of Lots: 4
3. Number of Blocks: 2
4. This plat is a subdivision of land owned by Timothy L. Kennedy and Rebecca L. Kennedy, as tenants in common, and is subject to a mortgage in favor of the First National Bank of Dallas, Texas.
5. The plat is subject to the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code.
6. The plat is subject to the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code.
7. The plat is subject to the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code.
8. The plat is subject to the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code.
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14. The plat is subject to the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code.
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16. The plat is subject to the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code.
17. The plat is subject to the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code, and the provisions of the Texas Subdivided Land Act, Chapter 252, Texas Property Code.

**TWIN SPRINGS
SECTION THREE-B**

A 101.07 ACRE SUBDIVISION SITUATED
IN THE LEWIS P. DYCKES SURVEY A-171
WILLIAMSON COUNTY, TEXAS

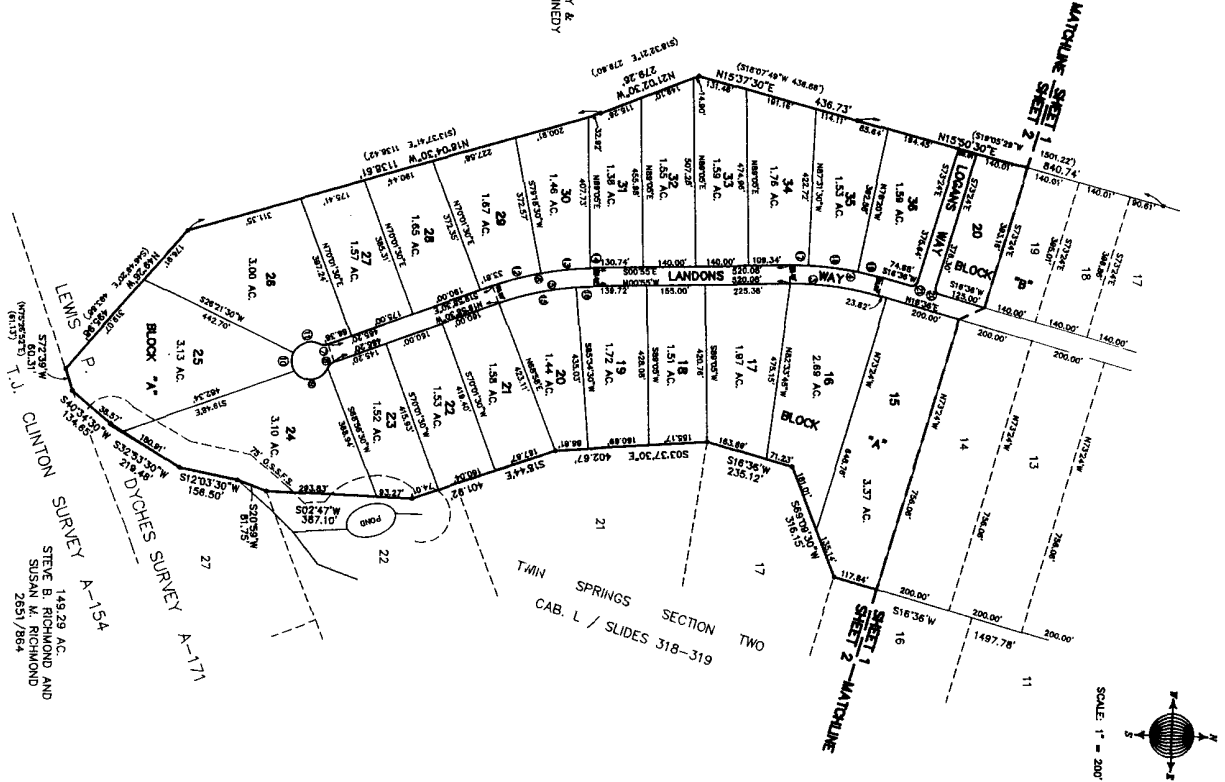
Sleiger & Bizzell Engineering, Inc.
Civil Engineers

1000 North Loop West
P.O. Box 1188
Houston, Texas 77251
Phone: 770-661-1887
FAX: 770-661-1887

SHEET 1 OF 3

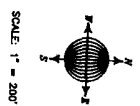
LEGEND
 ● - IRON PIN FOUND
 () - RECORD CALL
 P.U. - PUBLIC UTILITY EXHIBENT
 B.L. - BUILDING LINE

128.10 ACS
 TIMOTHY L. KENNEDY &
 WIFE, REBECCA L. KENNEDY
 2561 / 846



Cabined N slide 324

149.29 AC.
 STEVE B. RICHMOND AND
 SUSAN M. RICHMOND
 2651 / 864



CORNER DATA

Corner	Bearing	Distance	Corner	Bearing	Distance
1	19°07'15"	48°34'25"	8	134°44'30"	50°00'34"
2	82°00'00"	628.00'	9	50°00'34"	50.00'
3	17°24'10"	778.00'	10	50.00'	50.00'
4	127°12'15"	121.15'	11	108.00'	108.00'
5	120.00'	120.00'	12	108.00'	108.00'
6	120.00'	120.00'	13	108.00'	108.00'
7	120.00'	120.00'	14	108.00'	108.00'
8	120.00'	120.00'	15	108.00'	108.00'
9	120.00'	120.00'	16	108.00'	108.00'
10	120.00'	120.00'	17	108.00'	108.00'
11	120.00'	120.00'	18	108.00'	108.00'
12	120.00'	120.00'	19	108.00'	108.00'
13	120.00'	120.00'	20	108.00'	108.00'
14	120.00'	120.00'	21	108.00'	108.00'
15	120.00'	120.00'	22	108.00'	108.00'
16	120.00'	120.00'	23	108.00'	108.00'
17	120.00'	120.00'	24	108.00'	108.00'
18	120.00'	120.00'	25	108.00'	108.00'
19	120.00'	120.00'	26	108.00'	108.00'
20	120.00'	120.00'	27	108.00'	108.00'
21	120.00'	120.00'	28	108.00'	108.00'
22	120.00'	120.00'	29	108.00'	108.00'
23	120.00'	120.00'	30	108.00'	108.00'
24	120.00'	120.00'	31	108.00'	108.00'
25	120.00'	120.00'	32	108.00'	108.00'
26	120.00'	120.00'	33	108.00'	108.00'
27	120.00'	120.00'	34	108.00'	108.00'
28	120.00'	120.00'	35	108.00'	108.00'
29	120.00'	120.00'	36	108.00'	108.00'
30	120.00'	120.00'			
31	120.00'	120.00'			
32	120.00'	120.00'			
33	120.00'	120.00'			
34	120.00'	120.00'			
35	120.00'	120.00'			
36	120.00'	120.00'			



**TWIN SPRINGS
 SECTION THREE-B**
 A 101.07 ACRE SUBDIVISION SITUATED
 IN THE LEWIS P. DYCHES SURVEY, A-171
 WILLAMSON COUNTY, TEXAS

Steger & Bizzell Engineering, Inc.
 Surveyors
 1701 South Loop West
 P.O. Box 1000
 Dallas, Texas 75210
 DATE: March, 1987

Shaded areas indicate areas of record.
 Record No. 112289-002
 Map No. 112289-002
 2. WYOMING COUNTY, TEXAS

Cabaret N Slide 335

PRESIDENTS FIELD NOTES

STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)
COUNTY OF WILLAMSON (
I, Don H. Bizzell, Registered Professional Engineer, do hereby certify that the subdivision in...

STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)
COUNTY OF WILLAMSON (
I, Don H. Bizzell, Registered Professional Land Surveyor, in the State of Texas, do hereby certify...

STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)

COUNTY OF WILLAMSON (
I, Don H. Bizzell, Registered Professional Engineer, do hereby certify that the subdivision in...



STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)
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STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)
COUNTY OF WILLAMSON (
I, Don H. Bizzell, Registered Professional Engineer, do hereby certify that the subdivision in...

COMMISSIONERS COURT APPROVAL

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood...

STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)
COUNTY OF WILLAMSON (
I, John C. Dierker, Clerk Judge of Williamson County, Texas, do hereby certify that this map...

STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)
COUNTY OF WILLAMSON (
I, John C. Dierker, Clerk Judge of Williamson County, Texas, do hereby certify that this map...

STATE OF TEXAS (KNOW ALL MEN BY THESE PRESENTS)
COUNTY OF WILLAMSON (
I, John C. Dierker, Clerk Judge of Williamson County, Texas, do hereby certify that this map...



Steger & Bizzell Engineering, Inc.
A 101.07 ACRE SUBDIVISION SITUATED IN THE LEWIS P. DYCHE SURVEY, A-171 WILLAMSON COUNTY, TEXAS