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DECLARATION OF EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Declaration is made by HANCOCK/HANKS INVESTMENTS, LTD., a Texas limited partnership ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant owns certain land in Hays County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Declarant has sold to Creek Road Ranch, Inc , a Texas corporation ("CRR") certain land in Hays County, Texas, upon which CRR is developing a residential subdivision known as Creek Road Ranch (the "Project"); and

WHEREAS, the Project is more particularly described on Exhibit B attached hereto and incorporated herein for all purposes, and

WHEREAS, in connection with the sale to CRR, Declarant agreed to grant to CRR, for the benefit of the Project, a non-exclusive easement over and across the Property, for park and recreational purposes

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by Declarant, Declarant hereby creates the following easements, obligations and restrictions with respect to the Property:

1. Declaration of the Easement.

1.1 Establishment of Easement. Declarant hereby ESTABLISHES AND DECLARES a perpetual, non-exclusive right and easement (the "Easement") for the benefit of CRR and Creek Road Ranch Homeowners Association, Inc., a Texas nonprofit corporation to be formed by CRR (the "HOA"; CRR, the HOA and the HOA's members are referred to collectively herein as "Grantees"), to use the Property for park and recreational purposes, including without limitation, picnics, fishing (catch and release only), canoeing, swimming, walking trails, open fields, and other recreational uses, but subject to the limitations set forth in Section 1.2 below. The Easement is subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same still may be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or apparent on the Property. The Easement is non-exclusive, and CRR expressly agrees that if any additional land owned by Declarant is developed for residential purposes, Declarant may grant for the benefit of the residents of such land similar rights to use the Property.

1.2 Restrictions on Use of Easement. In using the Easement, without Declarant's prior consent, Grantees may not build, install or otherwise place on the Property any improvements which are permanently affixed to the Property, other than stone steps at the creek bank. For example, without Declarant's consent, Grantees may place fences, picnic tables, benches, mulch trails, or similar items on the Property (even if such tables or benches are chained or otherwise attached to the Property so as to prevent theft), but sport courts, buildings, impervious trails, sidewalks or similar permanent improvements are prohibited.

1.3 Easement is Common Area. The Easement shall be a part of the Common Area under that certain Declaration of Protective Covenants for Creek Road Ranch, recorded in Volume 2041, Page 548, Official Records of Hays County, Texas (the "CRR Declaration").

1.4 As Is Grant. The Easement is established by Declarant and established by Grantees "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. WITHOUT LIMITING THE FOREGOING, DECLARANT DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE PROPERTY OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY ASBESTOS, PCB EMISSIONS, HYDROCARBONS, RADON GAS, OR HAZARDOUS OR TOXIC MATERIALS, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE PROPERTY OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR ANY IMPROVEMENTS THEREIN OR THERETO, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. IF THE ASSOCIATION OR ANY OWNER REQUESTS ANY INFORMATION WITH RESPECT TO THE PROPERTY, THE ASSOCIATION OR OWNER SHALL ACKNOWLEDGE THAT SUCH INFORMATION SHALL NOT HAVE BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY DECLARANT. DECLARANT SHALL MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION, AND DECLARANT SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

1.5 Right to Grant Other Easements. Declarant expressly reserves the right to grant to public or private persons further easements for drainage, utilities, access, irrigation wells, or other uses in and over the Property as necessary or convenient for Declarant in using Declarant's adjacent property.

2. Obligations of Grantees.

2.1 Maintenance and Repair of Easement. Before the HOA is formed, CRR shall maintain the Property and any improvements constructed or placed thereon under the terms of this Declaration. After the HOA is formed, the HOA shall be solely responsible for such maintenance. The obligation created under this Section 2.1 is an obligation to maintain the Property consistent with use of the Property for park purposes, and in accordance with any requirements of the CRR Declaration.

2.2 Indemnity. CRR, until the HOA is formed, and thereafter the HOA, shall indemnify, defend and hold harmless Declarant, its partners, and their shareholders, officers, directors and employees, from all claims, liability, damages, expenses (including reasonable

attorney's fees), judgments, proceedings and causes of action (collectively, "Claims") arising or alleged to arise from the use of the Property. This indemnity shall be binding on CRR as to Claims arising from acts or omissions occurring before CRR forms the HOA, and thereafter shall be binding solely on the HOA.

2.3 Insurance. CRR, until the HOA is formed, and thereafter the HOA, shall maintain general liability insurance in commercially reasonable amounts, naming Declarant as an additional insured. Each policy shall provide that it shall not be canceled without ten (10) days' prior notice to Declarant, and upon Declarant's request, CRR or the HOA shall provide a certificate evidencing such insurance to Declarant.

3. Private Easement Appurtenant. The Easement and the agreements set forth herein are covenants running with the land, and are created hereby for the sole benefit of the Project, CRR, the HOA and the members of the HOA. Nothing contained herein shall be construed to grant any rights to the general public or to any governmental authority or agency to use or enter upon the Easement.

4. Miscellaneous.

4.1 Notices. All notices, requests, approvals, and other communications required or permitted to be delivered under this Declaration must be in writing and are effective (a) upon receipt if delivered personally, by facsimile transmission, or by any method other than by mail, or (b) two (2) days after deposit in the United States mail, certified, return receipt requested, postage prepaid in each instance addressed to Declarant at Declarant's address as indicated in the tax office of Hays County, Texas.

4.2 Severability. If any covenant, provision, or agreement of this Declaration shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Declaration, then and in that event, it is the intention of the parties hereto that the remainder of this Declaration shall not be affected thereby, and that this Declaration shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision, or agreement of this Declaration that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

4.3 Binding Effect. The terms of this Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.4 Amendment. This Declaration may be terminated, modified, extended for any period of time, or amended in whole or in part by written agreement of CRR (until CRR is no longer a member of the HOA), the HOA and Declarant or its successors or assigns. Declarant may assign its rights under this Agreement by a written instrument. Sale of any land owned by Declarant, without such a written assignment, shall not be deemed an assignment of Declarant's rights under this Agreement. Any amendment to this Declaration will be effective only when filed in the Official Public Records of Hays County, Texas. It is expressly understood and agreed that the joinder of any individual member of the HOA (other than CRR) shall not be necessary or required to effectuate any such action. Subject to the foregoing, the easements and rights herein granted shall be perpetual.

4.5 Applicable Law. This Declaration shall be governed by and interpreted under the laws of the State of Texas. Any litigation arising hereunder shall take place in Hays County, Texas.

4.6 Conformity with all Applicable Laws. Nothing in this Declaration shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission

would occur. Provisions in this Declaration which may require or permit such a violation shall yield to the law, regulations or requirement.

EXECUTED on the date set forth below, to be effective the 11 day of May, 2004.

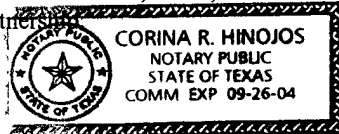
HANCOCK/HANKS INVESTMENTS, LTD. a
Texas limited partnership

By: Hancock/Hanks GP, Inc., a Texas corporation,
General Partner

By: Whit H. Hanks
Whit H. Hanks, President

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

This instrument was acknowledged before me on May 11, 2004 by Whit H. Hanks, President of Hancock/Hanks GP, Inc., a Texas corporation, General Partner of HANCOCK/HANKS INVESTMENTS, LTD., a Texas limited partnership, on behalf of said corporation and limited partner.



My Commission Expires.

9-24-04

Corina R. Hinojos
NOTARY PUBLIC, State of Texas

Print Name: Corina R. Hinojos

Return to:

North American Title
100 Commons #12
Dripping Springs, Texas 78620

STATE OF TEXAS
COUNTY OF HAYS3.10 ACRES
RECREATIONAL EASEMENT
CREEK ROAD RANCH

DESCRIPTION

DESCRIPTION OF A 3.10 ACRE RECREATIONAL EASEMENT, FOR *CREEK ROAD RANCH SECTIONS ONE, TWO AND THREE*, HAYS COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A TRACT OF LAND CALLED TO BE 208.10 ACRES, DESCRIBED IN A DEED TO HANCOCK/HANKS INVESTMENTS, LTD., OF RECORD IN VOLUME 1734, PAGE 419, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 3.10 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod found in the north right-of-way line of Creek Road, Hays County Road 190, as shown on plat of *Creek Road Ranch, Section One*, a subdivision of record in Volume 10, Page 300-301, of the Plat records of Hays County, Texas, same being the west line of the remaining portion of a tract of land called to be 468.5 acres, described in a deed to Carl T. Widen, of record in Volume 130, Page 29, of the Deed Records of Hays County, Texas, said iron rod being the southeast corner of said *Creek Road Ranch, Section One*;

THENCE, crossing said Creek Road, the following two courses

- 1) S 27° 47' 24" W, 22.97 feet to a 3/8 inch iron rod found;
- 2) S 00° 00' 03" W, 60.90 feet to a point in the south line of said Creek Road, for the northeast corner and POINT OF BEGINNING of the herein described easement;

THENCE, S 00° 00' 03" W, 172.98 feet to a point in the approximate centerline of Onion Creek, for the southeast corner of the herein described easement;

THENCE, across said 208.10 acre tract, with the approximate centerline of said Onion Creek, the following three (3) courses:

- 1) N 57° 34' 40" W, 243.81 feet to a point;
- 2) N 76° 37' 43" W, 373.35 feet to a point;
- 3) N 86° 37' 01" W, 168.83 feet to a point for the southwest corner of the herein described easement;

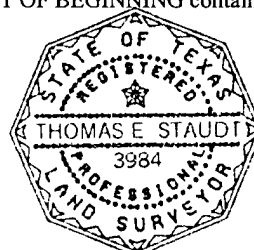
THENCE, N 00° 39' 02" E, across said 208.10 acre tract, 132.35 feet to a point in the south right-of-way line of said Creek Road, for the northwest corner of the herein described tract,

THENCE, with the south right-of-way line of said Creek Road, the following three (3) courses:

- 1) S 89° 40' 17" E, 517.04 feet to a point in the approximate centerline of Blue Creek,
- 2) a curve to the right having a radius of 145.00 feet, an arc distance of 126.78 feet, a central angle of 50° 05' 51", and a chord which bears S 64° 37' 21" E, 122.78 feet to a point,
- 3) S 39° 34' 26" E, 169.69 feet to the POINT OF BEGINNING containing 3.10 acres of land within these metes and bounds.

Description accompanied by plat.

Surveyed by: Staudt Surveying, Inc
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236



Thomas E. Staudt

Thomas E. Staudt Registered Professional Land Surveyor No. 3984

4/29/09
Date

Job No S04013 – Creek Road Ranch Recreational Easement

Exhibit B

Description of Project

Section One of CREEK ROAD RANCH, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Book 10, Pages 300-301, Plat Records of Hays County, Texas.

Section Two of CREEK ROAD RANCH, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Book 11, Pages 321-323, Plat Records of Hays County, Texas.

Section Three of CREEK ROAD RANCH, a proposed subdivision in Hays County, Texas, more particularly described by metes and bounds on **Exhibit B-1** attached hereto.

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STATE OF TEXAS
COUNTY OF HAYS

43.23 ACRES
BENJAMIN F. HANNA
SURVEY NO. 28, A-222

DESCRIPTION

DESCRIPTION OF A 43.23 ACRE TRACT OF LAND OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, A-222, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED TO BE 208.10 ACRES, DESCRIBED IN A DEED TO HANCOCK/HANKS INVESTMENTS LTD., OF RECORD IN VOLUME 1734, PAGE 419, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 43.23 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60d nail found in the east line of a tract of land called to be 165.05 acres, described in a deed to Joe G. Kanetzky and Sally Page Kanetzky, of record in Volume 270, Page 513, of the Deed Records of Hays County, Texas, same being the southwest corner of Lot 15, Blue Creek Ranch, a subdivision of record in Volume 5, Page 139-140, of the Plat Records of Hays County, Texas, and being the northwest corner of said 208.10 acre tract, and the northwest corner of the herein described tract;

THENCE, with the northerly line of said 208.10 acre tract, the following three (3) courses.

- 1) N 65° 59' 21" E, 355.97 feet to a ½ inch iron rod found for the southeasterly corner of said Lot 15, Blue Creek Ranch, same being the westerly corner of Lot 14 of said Blue Creek Ranch;
- 2) S 20° 33' 38" E, 352.36 feet to a ½ inch iron rod found for the southwesterly corner of said Lot 14, Blue Creek Ranch;
- 3) S 89° 47' 30" E, 660.38 feet to a 60d nail found at the southeast corner of Lot 13 of said Blue Creek Ranch, same being in the west line of a tract of land called to be 160 acres, described in a deed to Hardy E. Thompson, and Patty Thompson, of record in Volume 239, Page 521, of the Deed Records of Hays County, Texas, said 60d nail being the most northerly northeast corner of said 208.10 acre tract, and the most northerly northeast corner of the herein described tract;

THENCE, S 00° 55' 46" E, with an east line of said 208.10 acre tract, and a west line of said 160 acre tract, 1475.43 feet to a 3/8 inch iron rod found at the southwest corner of said 160 acre tract, same being an interior corner of said 208.10 acre tract, and an interior corner of the herein described tract;

THENCE, N 89° 00' 37" E, with a north line of said 208.10 acre tract, and the south line of said 160 acre tract, 373.32 feet to a point in the approximate centerline of Blue Creek for the most easterly northeast corner of the herein described tract;

THENCE, with the approximate centerline of Blue Creek, the following three (3) courses:

- 1) S 60° 19' 48" W, 51.57 feet to a point;
- 2) S 16° 02' 08" W, 439.84 feet to a point;
- 3) S 08° 54' 19" W, 217.83 feet to a point at the confluence of said Blue Creek with the approximate centerline of a branch for the most southerly southeast corner of the herein described tract;

THENCE, across said 208.10 acre tract, with the approximate centerline of said branch, the following nineteen (19) courses

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- 1) a curve to the right having a radius of 376.00 feet, an arc distance of 254.44 feet, a central angle of $38^{\circ} 47' 18''$, and a chord which bears $N 02^{\circ} 17' 19'' W$, 249.71 feet to a point;
- 2) $N 22^{\circ} 02' 25'' W$, 124.22 feet to a point;
- 3) $N 89^{\circ} 24' 46'' W$, 67.16 feet to a point;
- 4) a curve to the right having a radius of 181.24 feet, an arc distance of 56.56 feet, a central angle of $17^{\circ} 52' 54''$, and a chord which bears $N 80^{\circ} 45' 34'' W$, 56.33 feet to a point;
- 5) $N 71^{\circ} 49' 07'' W$, 40.00 feet to a point;
- 6) $S 78^{\circ} 41' 06'' W$, 64.77 feet to a point;
- 7) $S 49^{\circ} 11' 53'' W$, 43.20 feet to a point;
- 8) $S 02^{\circ} 30' 34'' E$, 113.93 feet to a point;
- 9) a curve to the right having a radius of 100.00 feet, an arc distance of 94.08 feet, a central angle of $53^{\circ} 54' 18''$, and a chord which bears $S 24^{\circ} 26' 25'' W$, 90.65 feet to a point;
- 10) $S 77^{\circ} 14' 16'' W$, 34.12 feet to a point;
- 11) $N 86^{\circ} 38' 53'' W$, 55.25 feet to a point;
- 12) $N 60^{\circ} 58' 05'' W$, 39.33 feet to a point;
- 13) $N 49^{\circ} 47' 24'' W$, 54.20 feet to a point;
- 14) $N 35^{\circ} 01' 02'' W$, 54.38 feet to a point;
- 15) $N 14^{\circ} 23' 39'' W$, 51.24 feet to a point;
- 16) $N 12^{\circ} 51' 32'' E$, 53.52 feet to a point;
- 17) $N 31^{\circ} 11' 40'' E$, 134.12 feet to a point;
- 18) $N 45^{\circ} 01' 41'' W$, 124.83 feet to a point;
- 19) $N 58^{\circ} 28' 10'' W$, 158.43 feet to a point;

THENCE, leaving said branch, across said 208.10 acre tract, the following eleven (11) courses:

- 1) $S 37^{\circ} 03' 06'' W$, 30.85 feet to a point 5/8 inch iron rod with cap set;
- 2) a curve to the left having a radius of 216.46 feet, an arc distance of 166.87 feet, a central angle of $44^{\circ} 10' 07''$, and a chord which bears $S 14^{\circ} 58' 03'' W$, 162.77 feet to a 5/8 inch iron rod with cap set;
- 3) $S 07^{\circ} 07' 00'' E$, 33.81 feet to a 5/8 inch iron rod with cap set;
- 4) a curve to the right having a radius of 1231.90 feet, an arc distance of 259.73 feet, a central angle of $12^{\circ} 04' 49''$, and a chord which bears $S 01^{\circ} 04' 36'' E$, 259.25 feet to a 5/8 inch iron rod with cap set;
- 5) a curve to the left having a radius of 778.57 feet, an arc distance of 92.75 feet, a central angle of $06^{\circ} 49' 31''$, and a chord which bears $S 01^{\circ} 33' 09'' W$, 92.69 feet to a 5/8 inch iron rod with cap set;
- 6) $S 88^{\circ} 08' 23'' W$, 60.00 feet to a 5/8 inch iron rod with cap set;
- 7) a curve to the right having a radius of 838.57 feet, an arc distance of 99.89 feet, a central angle of $06^{\circ} 49' 31''$, and a chord which bears $N 01^{\circ} 33' 08'' E$, 99.83 feet to a 5/8 inch iron rod with cap set;
- 8) a curve to the left having a radius of 1171.90 feet, an arc distance of 247.08 feet, a central angle of $12^{\circ} 04' 49''$, and a chord which bears $N 01^{\circ} 04' 36'' W$, 246.63 feet to a 5/8 inch iron rod with cap set;
- 9) $N 07^{\circ} 07' 00'' W$, 33.81 feet to a 5/8 inch iron rod with cap set;
- 10) a curve to the right having a radius of 276.46 feet, an arc distance of 213.12 feet, a central angle of $44^{\circ} 10' 07''$, and a chord which bears $N 14^{\circ} 58' 03'' E$, 207.88 feet to a 5/8 inch iron rod with cap set;
- 11) $N 37^{\circ} 03' 06'' E$, 29.05 feet to a point in the approximate centerline of said branch;

THENCE, across said 208.10 acre tract, with the approximate centerline of said branch, the following six (6) courses:

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04013716 DPR 2463 704

Filed for Record in:
Hays County
On: May 14, 2004 at 12:17P
Document Number: 04013716
Amount: 32.00
Receipt Number - 101190
By:
Rebecca Hall, Deputy

Lee Carlisle, County Clerk
Hays County

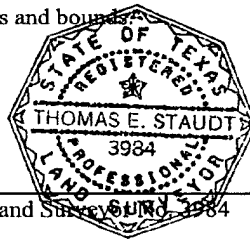
- 1) N 60° 41' 50" W, 269.49 feet to a point;
- 2) N 20° 51' 15" W, 86.42 feet to a point;
- 3) N 21° 08' 33" E, 106.06 feet to a point;
- 4) N 28° 58' 17" W, 120.78 feet to a point;
- 5) N 53° 20' 18" W, 143.07 feet to a point;
- 6) N 89° 21' 21" W, 100.14 feet to a point;

THENCE, S 42° 41' 59" W, across said 208.10 acre tract, 141.99 feet to a 60d nail found in the westerly line of said 208.10 acre tract, and the easterly line of said 165.05 acre tract for the southwest corner of the herein described tract;

THENCE, with a northerly and westerly line of said 208.10 acre tract, and the easterly line of said 165.05 acre tract, the following three (3) courses:

- 1) N 08° 39' 28" E, 327.66 feet to a 60d nail found;
- 2) N 02° 01' 33" E, 257.46 feet to a 60d nail found;
- 3) N 01° 54' 54" W, 673.20 feet to the POINT OF BEGINNING containing 43.23 acres of land within these metes and bounds.

Surveyed by: Staudt Surveying
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236



Thomas E. Staudt

Registered Professional Land Surveyor

Date

5/30/03

Creek Road Ranch Ph. 3