



State of **]] Texas**  
County of **]] Williamson**

**Twin Lakes Estates Restrictions, Covenants, and Conditions, Revised**  
Changes Adopted by Property Owners to Revise the Original Property Restrictions

WHEREAS, the original (and current) property restrictions or covenants for Twin Lakes Estates (TLE) properties no longer reflect the needs and preferences of the owners, as evidenced by:

1. The many significant violations of those restrictions made by a number of owners;
2. Many of those restrictions being no longer relevant from the owners' perspectives,
3. The willingness of owners to join other owners in an attempt to reach consensus in

changing the original property restrictions, and

WHEREAS, the attached revised restrictions (Exhibit "A") include provisions that forgive or "Grandfather" all past violations of the original restrictions in order to promote harmony among all present and future TLE owners, and

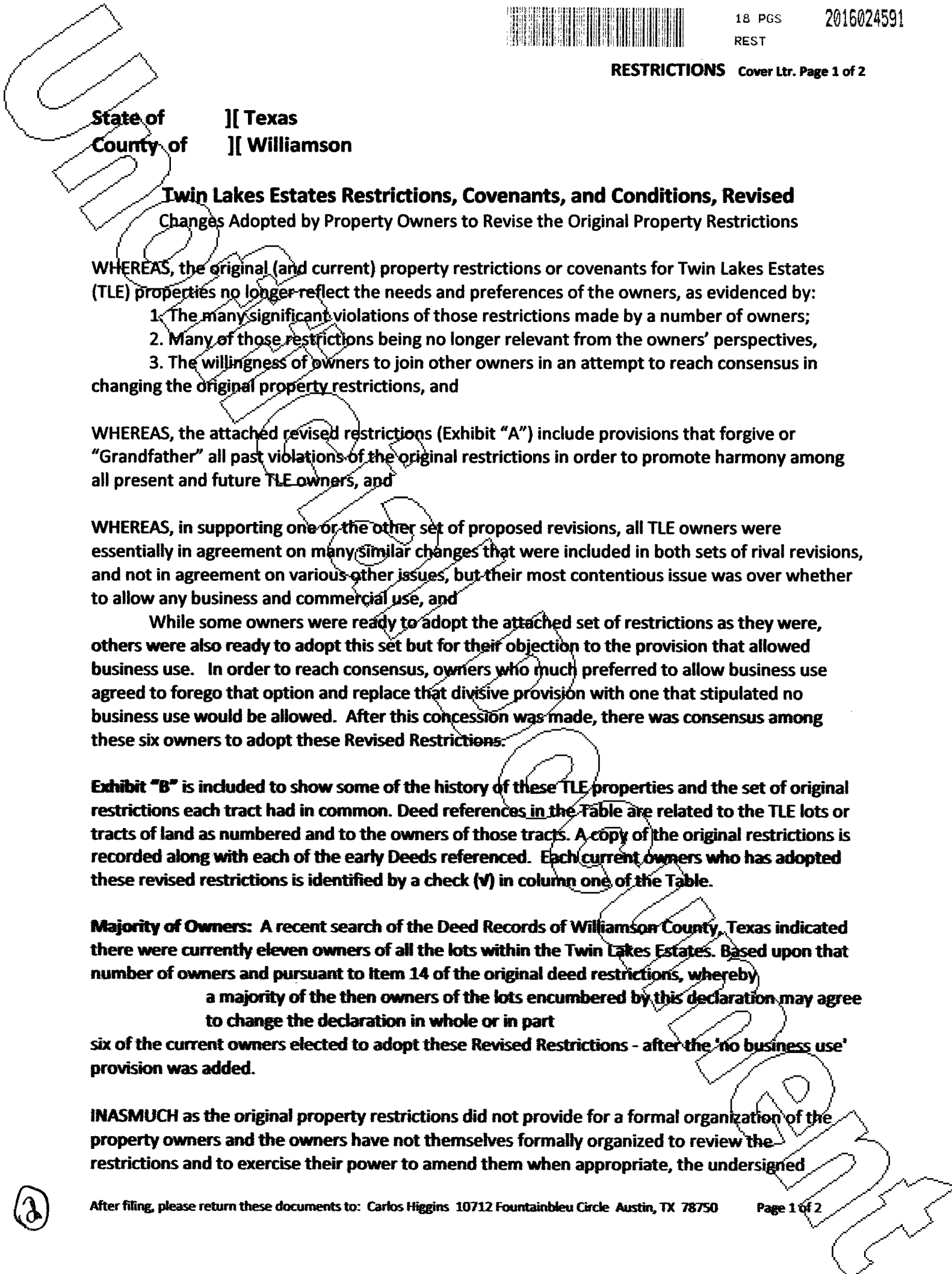
WHEREAS, in supporting one or the other set of proposed revisions, all TLE owners were essentially in agreement on many similar changes that were included in both sets of rival revisions, and not in agreement on various other issues, but their most contentious issue was over whether to allow any business and commercial use, and

While some owners were ready to adopt the attached set of restrictions as they were, others were also ready to adopt this set but for their objection to the provision that allowed business use. In order to reach consensus, owners who much preferred to allow business use agreed to forego that option and replace that divisive provision with one that stipulated no business use would be allowed. After this concession was made, there was consensus among these six owners to adopt these Revised Restrictions.

Exhibit "B" is included to show some of the history of these TLE properties and the set of original restrictions each tract had in common. Deed references in the Table are related to the TLE lots or tracts of land as numbered and to the owners of those tracts. A copy of the original restrictions is recorded along with each of the early Deeds referenced. Each current owners who has adopted these revised restrictions is identified by a check (✓) in column one of the Table.

**Majority of Owners:** A recent search of the Deed Records of Williamson County, Texas indicated there were currently eleven owners of all the lots within the Twin Lakes Estates. Based upon that number of owners and pursuant to Item 14 of the original deed restrictions, whereby  
a majority of the then owners of the lots encumbered by this declaration may agree to change the declaration in whole or in part  
six of the current owners elected to adopt these Revised Restrictions - after the 'no business use' provision was added.

INASMUCH as the original property restrictions did not provide for a formal organization of the property owners and the owners have not themselves formally organized to review the restrictions and to exercise their power to amend them when appropriate, the undersigned



property owner hereby files these Revised Property Restrictions on behalf of the owners who, acting in concert as a majority of the owners, have adopted them as reflected in their statements to that effect. Those statements are filed herewith as Attachments to support and enable this Declaration.

- Exhibit "A": Revised Property Restrictions, Twin Lakes Estates
- Exhibit "B": Table of references to relevant Deeds recorded.
- Exhibit "C": Statement of Bozena and Jeffrey Seltz (2 Pages)
- Exhibit "D": Statement of John and Kathleen Major (2 Pages)
- Exhibit "E": Statement of Carlos and Katherine R. Higgins (2 Pages)
- Exhibit "F": Statement of Marta H. and John Wilson (2 Pages)
- Exhibit "G": Statement of Kay H. and Steve Germiot (3 Pages)
- Exhibit "H": Statement of Calvin S. and Lynnae Higgins (2 Pages)

Twin Lakes Estates property owner Carlos Higgins, an owner of TLE property for more than 33 years, therefore files this Declaration of Revised Property Restrictions on behalf of all the current Twin Lakes property owners who have thus far adopted these revised restrictions.

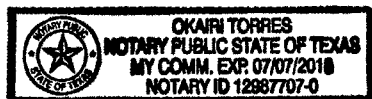
Carlos Higgins  
Carlos Higgins

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF Travis

This instrument was executed by Carlos Higgins in the capacity stated above and for the purposes indicated and acknowledged before me on the 25 day of March, 2016.



Okairi Torres  
Notary Public, State of Texas

**RESTRICTIONS (REVISED) FOR TWIN LAKES ESTATES, IN WILLIAMSON COUNTY, TEXAS**

Located along Highway 183 in NW Williamson County, North of the Ancient Oaks Subdivision

THE STATE OF TEXAS     ||  
COUNTY OF WILLIAMSON   ||

The Original Deed Restrictions (or Covenants) for Twin Lakes Estates (TLE) were executed as covenants to run with the land and to bind all subsequent owners of TLE lots. Those restrictions included a provision allowing the covenants to be subsequently changed in whole or in part by a majority of the then owners of the lots encumbered by the restrictions. A search of Williamson County Deed Records reflects that two of the initial eight lots in the Twin Lakes Estates have been sub-divided, with the result that more than eight lots are now encumbered by those original covenants, and a total of eleven owners now own all the TLE lots. Six of those eleven owners (constituting a majority of current owners of TLE lots) have joined in adopting the Revised Restrictions shown below. Therefore, these Revised Restrictions shall hereafter bind current and future owners of TLE lots until such time as these covenants are revised in accord with the newly adopted amending requirements, set out in Provision number eleven, below.

Property descriptions of the original eight 10 Acre tracts and copies of the original Deed Restrictions that encumbered those eight tracts collectively are recorded in the Williamson County Deed Records. Filing reference numbers for those eight tracts (or lots) in consecutive order are as follows:

- 1.\*\*1984027179 Vol. 1055, Page 589 08/08/1984
- 2.\*\*19835769DRA Vol 918, Page 378) 05/11/1983
- 3.\*\*19827256DRA Vol. 881, Page 553 07/09/1982
- 4.\*\*19824858DR Vol 877, Page 220 05/27/82
- 5.\*\*1983000542 Vol. 945, Page 3 10/05/1983
- 6.\*\*19829697DR Vol. 885, Page 851 08/16/1982
- 7.\*\*33819805224DR Vol 821, Page 126 12/31/1980
- 8.\*\*33819830172DR Vol.908, Page 420 03/03/1983

Effective March 28, 2016

03-09-2016

**Restrictions for the Twin Lakes Estates properties shall henceforth be as follows:**

1. Status of Deed Restrictions: These Revised Restrictions replace the original Twin Lakes Estates (TLE) Deed Restrictions. Upon adoption, they shall thereafter run with the land and be binding on TLE property owners. Any part of the original deed restrictions that is not included in these revised restrictions is hereby abolished and shall be of no further effect.

2. Hold Harmless Grandfather Clause: Any building added to TLE property by an owner prior to the Effective date herein that was not in compliance with TLE deed restrictions is hereby "Grandfathered." Any property use adopted by an owner prior to the Effective date herein that is not in compliance with TLE deed restrictions is hereby "Grandfathered." Current TLE owners hereby adopt these Grandfather provisions to shield all TLE owners, past, current and future, from any attempt to impose on them any liability or penalty for any "Grandfathered" violations of original TLE Deed Restrictions.

3. Property Uses: No part of the Twin Lakes Estates property shall be used for business or commercial purposes except that a resident may use the property for a home-based business provided such business uses are incidental to the primary use of the property as a residence and the uses do not interfere with the residential use and enjoyment of the neighboring lots. Houses shall be single family dwellings and limited to no more than five (5) houses per original ten (10) acre tract. The original ten (10) acre tracts shall not be subdivided into more than five (5) tracts, and no tract shall consist of less than one acre.

4. Fences: Fences shall be well-maintained. Existing fencing is "Grandfathered, but barbed wire is prohibited for new fencing.

5. Animal Control. Animals shall not be allowed to interfere with adjacent TLE owners' peaceful enjoyment of their own TLE properties.

6. General Appearance: TLE property shall not be used as dumping grounds for land-fill or rubbish. Trash, garbage, or other waste shall be kept in appropriate containers. Junk vehicles or junk of any sort shall not be allowed to accumulate. Eighteen (18)-wheel trucks shall not be regularly parked on TLE property. Septic tank facilities shall be well-maintained and located so as to not interfere with other TLE properties. Brush shall be controlled to minimize the threat of fires.

7. Signs. Billboard signs are prohibited.

8. Enforcement Limits. These deed restrictions empower only TLE property owners to enforce these restrictions by initiating enforcement actions against other TLE property owners who violate the restrictions, but only for violations occurring after the effective date herein. Enforcement actions shall be initiated within one year after the date of the violation, and shall be initiated or pursued only by at least two owners of record who each own at least two (2) acres of TLE property. These deed restrictions do not empower any person or entity other than current TLE property owners to initiate or pursue any enforcement action hereunder against TLE property owners.

9. Arbitration for Disputes and Enforcement of Restrictions: If the property owners involved in a dispute concerning these deed restrictions cannot amicably resolve their differences, the dispute shall be submitted to Arbitration before filing a lawsuit. If the parties cannot agree on a single arbitrator, the party or parties on each side of the dispute shall choose an arbitrator, and those two arbitrators shall choose a third arbitrator to join them in resolving the dispute. If the arbitration ruling is rejected and a lawsuit initiated, the entire arbitration process and ruling shall be admissible as evidence in any related Court proceeding.

10. Interpretations. A ruling that any of these restrictions is invalid or unenforceable shall not be sufficient cause to render other restrictions to be invalid or unenforceable. If any restriction is subject to more than one interpretation, the interpretation which best reflects the intent of these Restrictions to fairly protect and balance the respective interests of each TLE property owner shall be adopted.

11. Amendments. Changes to these restrictions may be made in whole or in part by a majority of owners eligible to vote. Each owner of record who owns at least two (2) acres of TLE property shall be eligible to cast one vote. Those who jointly own TLE property shall be counted as one owner in determining who is eligible to vote and the number of owners constituting a majority. Each owner of record of any TLE property shall be given a summary of proposed changes at least sixty (60) days before changes are to be voted upon by eligible voters. Changes attempted without this prior notice shall be invalid and unenforceable. Any change that further restricts the use or reduces the value of TLE property must be adopted by an owner before that change applies to that owner's property.

→ End of Restrictions ←

**List of Current Owners of Twin Lakes Estates Properties, with References to Deed Recordings.**

	<b>TLE Property Owners</b>	<b>Tract(s)</b>	<b>Deed References for Initial Grantor and Grantee</b>
1 ✓	Seltz, Bozenna M & Jeffrey	1	DE STEFANO MARTIN TR to SKAGGS AMY C 10 Acres 0569 WILLIAMS Ref: 1984027179 Vol. 1055, Page 589 08/08/1984
2 ✓	Major, John Estes & Kathleen S	2	DESTEFANO MARTIN to DURHAM HOWARD M 10 Acres SEE INSTRUMENT Ref: 19835769DRA Vol 918, Page 378 05/11/1983
3 ✓	Carlos & Katherine Higgins	3	DESTEFANO MARTIN to VETERANS LAND BOARD 10.00 AC WILLIAMS J H SVY ABST 569 Ref.: 19827256DRA Vol. 881, Page 553 07/09/1982
4 ✓	Marta H. Wilson	3A	Pre-sub-division same as for Tract 3 To Wilson: 2.11 A 2016015827
5 ✓	Kay H. Germiot	3B	Pre-sub-division same as for Tract 3. To Germiot 2.11 A 2016015826
6 ✓	Calvin Scott Higgins	3C	Pre-sub-division same as for Tract 3. To Calvin Higgins 2.008 A 32016015828
7	Butler, Brian A & Kimberly A	4	TWIN LAKES ESTATES INC to SIMMONS CHARLES J JR Descr.: 10 Acres SEE INSTRUMENT Ref: 19824858DR Vol 877, Page 220 05/27/82 Related Deed Vol. 882, Page 826
8	Segovia, Armandina	5	DE STEFANO MARTIN TR to VETERANS LAND BD TEX Descr.: 10 Acres SUR 338 I&GN RR CO Ref: 1983000542 Vol-945, Page 1 10/05/1983
9	Vance, Roy D & Sue A	6	TWIN LAKE ESTATES INC to CARLSON E G Descr.: 10.00 AC I & G N RR CO SVY ABST 338 Ref: 19829697DR Vol. 885, Page 849 08/16/1982
10	Vance Trust Donald S & Martha R Vance, Trustees	7	TWIN LAKES ESTATES INC to VET LAND BOARD Descr: 10.00 AC I & G N R R COMPANY SVY ABST Ref: 33819805224DR Vol 821, Page 126 12/31/1980  Tract 7 10 A 2012005815 Garcia to Vance Trust  Part of Tract 8 5.56A 9804560 Roy Vance to Donald Vance 5.56 A Donald Vance to Vance Trust 2011000625
11	Vance, Joseph Wayne	8	DESTEFANO MARTIN J to BLACK JOHN S Descr: 10.00 AC I & G N R R COMPANY SVY ABST Ref: 33819830172DR Vol.908, Page 420 03/03/1983  Part of Tract 8 4.27A 9804559 Roy Vance to Joseph Vance

**RESTRICTIONS (REVISED) FOR TWIN LAKES ESTATES, IN WILLIAMSON COUNTY, TEXAS**

Effective March \_\_\_\_\_, 2016

THE STATE OF TEXAS     ||  
COUNTY OF WILLIAMSON   ||

1. Status of Deed Restrictions: These Revised Restrictions replace the original Twin Lakes Estates (TLE) Deed Restrictions. Upon adoption, they shall thereafter run with the land and be binding on TLE property owners. Any part of the original deed restrictions that is not included in these revised restrictions is hereby abolished and shall be of no further effect.

2. Hold Harmless Grandfather Clause: Any building added to TLE property by an owner prior to the Effective date herein that was not in compliance with TLE deed restrictions is hereby "Grandfathered." Any property use adopted by an owner prior to the Effective date herein that is not in compliance with TLE deed restrictions is hereby "Grandfathered." Current TLE owners hereby adopt these Grandfather provisions to shield all TLE owners, past, current and future, from any attempt to impose on them any liability or penalty for any "Grandfathered" violations of original TLE Deed Restrictions.

3. Property Uses: No part of the Twin Lakes Estates property shall be used for business or commercial purposes except that a resident may use the property for a home-based business provided such business uses are incidental to the primary use of the property as a residence and the uses do not interfere with the residential use and enjoyment of the neighboring lots. Houses shall be single family dwellings and limited to no more than five (5) houses per original ten (10) acre tract. The original ten (10) acre tracts shall not be subdivided into more than five (5) tracts, and no tract shall consist of less than one acre.

4. Fences: Fences shall be well-maintained. Existing fencing is "Grandfathered, but barbed wire is prohibited for new fencing.

5. Animal Control. Animals shall not be allowed to interfere with adjacent TLE owners' peaceful enjoyment of their own TLE properties.

6. General Appearance: TLE property shall not be used as dumping grounds for land-fill or rubbish. Trash, garbage, or other waste shall be kept in appropriate containers. Junk vehicles or junk of any sort shall not be allowed to accumulate. Eighteen (18)-wheel trucks shall not be regularly parked on TLE property. Septic tank facilities shall be well-maintained and located so as to not interfere with other TLE properties. Brush shall be controlled to minimize the threat of fires.

7. Signs. Billboard signs are prohibited.

8. Enforcement Limits. These deed restrictions empower only TLE property owners to enforce these restrictions by initiating enforcement actions against other TLE property owners who violate the restrictions, but only for violations occurring after the Effective date herein. Enforcement actions shall be initiated within one year after the date of the violation, and shall be initiated or pursued only by at least two owners of record who each own at least two (2) acres of TLE property. These deed restrictions do not empower any person or entity other than current TLE property owners to initiate or pursue any enforcement action hereunder against TLE property owners.

9. Arbitration for Disputes and Enforcement of Restrictions: If the property owners involved in a dispute concerning these deed restrictions cannot amicably resolve their differences, the dispute shall be submitted to Arbitration before filing a lawsuit. If the parties cannot agree on a single arbitrator, the party or parties on each side of the dispute shall choose an arbitrator, and those two arbitrators shall choose a third arbitrator to join

them in resolving the dispute. If the arbitration ruling is rejected and a lawsuit initiated, the entire arbitration process and ruling shall be admissible as evidence in any related Court proceeding.

10. Interpretations. A ruling that any of these restrictions is invalid or unenforceable shall not be sufficient cause to render other restrictions to be invalid or unenforceable. If any restriction is subject to more than one interpretation, the interpretation which best reflects the intent of these Restrictions to fairly protect and balance the respective interests of each TLE property owner shall be adopted.

11. Amendments. Changes to these restrictions may be made in whole or in part by a majority of owners eligible to vote. Each owner of record who owns at least two (2) acres of TLE property shall be eligible to cast one vote. Those who jointly own TLE property shall be counted as one owner in determining who is eligible to vote and the number of owners constituting a majority. Each owner of record of any TLE property shall be given a summary of proposed changes at least sixty (60) days before changes are to be voted upon by eligible voters. Changes attempted without this prior notice shall be invalid and unenforceable. Any change that further restricts the use or reduces the value of TLE property must be adopted by an owner before that change applies to that owner's property.

Adoption of Revised Restrictions: The affirmation statements below are by those owners of Twin Lakes Estates property who have hereby voted to adopt these revised restrictions. These revised restrictions shall be effective upon adoption by a majority of the then TLE property owners.

**Notarized Affirmations**

I (We) own two or more acres of Twin Lakes Estates (TLE) property. I(We) each have read and agree with these Amended Deed Restrictions and hereby join in the adoption and filing of these revised TLE Restrictions to replace the original TLE Deed Restrictions.

Bozena M. Seltz  
Signed by:

Jeffrey J. Seltz  
Signed by:

The State of Texas

County of Williamson

This instrument was acknowledged before me on the 15 day of March, 2016 by

Bozena M. Seltz and Jeffrey J. Seltz



Stephanie Firey  
Notary Public, State of Texas

**RESTRICTIONS (REVISED) FOR TWIN LAKES ESTATES, IN WILLIAMSON COUNTY, TEXAS**

Effective March \_\_\_\_\_, 2016

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COUNTY OF WILLIAMSON   ]]

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Adoption of Revised Restrictions. The affirmation statements below are by those owners of Twin Lakes Estates property who have hereby voted to adopt these revised restrictions. These revised restrictions shall be effective upon adoption by a majority of the then TLE property owners.

**Notarized Affirmations**

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John E. Major  
Signed by:

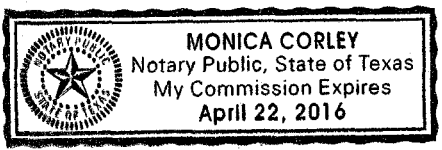
Kathleen S. Major  
Signed by:

The State of TX

County of Williamson

This instrument was acknowledged before me on the 21 day of March, 2016 by

John E. Major and Kathleen S. Major



Monica Corley  
Notary Public, State of Texas

**RESTRICTIONS (REVISED) FOR TWIN LAKES ESTATES, IN WILLIAMSON COUNTY, TEXAS**

Effective March \_\_\_\_\_, 2016

THE STATE OF TEXAS     ||  
COUNTY OF WILLIAMSON   ||

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**Notarized Affirmations**

We own two or more acres of Twin Lakes Estates (TLE) property. We each have read and agree with these Amended Deed Restrictions and hereby join in the adoption and filing of these revised TLE Restrictions to replace the original TLE Deed Restrictions.

*Carlos Higgins*

Signed by: Carlos Higgins

*Katherine R Higgins*

Signed by: Katherine R. Higgins

The State of Texas

County of Travis

This instrument was acknowledged before me on the 25 day of March, 2016 by

Carlos W. Higgins and Katherine R. Higgins



[Signature]  
Notary Public, State of Texas

RESTRICTIONS (REVISED) FOR TWIN LAKES ESTATES, IN WILLIAMSON COUNTY, TEXAS

Effective \_\_\_\_\_, 2016

THE STATE OF TEXAS     ]]  
COUNTY OF WILLIAMSON   ]]

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9. Arbitration for Disputes and Enforcement of Restrictions: If the property owners involved in a dispute concerning these deed restrictions cannot amicably resolve their differences, the dispute shall be submitted to Arbitration before filing a lawsuit. If the parties cannot agree on a single arbitrator, the party or parties on each side of the dispute shall choose an arbitrator, and those two arbitrators shall choose a third arbitrator to join them in resolving the dispute. If the arbitration ruling is rejected and a lawsuit initiated, the entire arbitration process and ruling shall be admissible as evidence in any related Court proceeding.

10. Interpretations. A ruling that any of these restrictions is invalid or unenforceable shall not be sufficient cause to render other restrictions to be invalid or unenforceable. If any restriction is subject to more than one interpretation, the interpretation which best reflects the intent of these Restrictions to fairly protect and balance the respective interests of each TLE property owner shall be adopted.

11. Amendments. Changes to these restrictions may be made in whole or in part by a majority of owners eligible to vote. Each owner of record who owns at least two (2) acres of TLE property shall be eligible to cast one vote. Those who jointly own TLE property shall be counted as one owner in determining who is eligible to vote and the number of owners constituting a majority. Each owner of record of any TLE property shall be given a summary of proposed changes at least sixty (60) days before changes are to be voted upon by eligible voters. Changes attempted without this prior notice shall be invalid and unenforceable. Any change that further restricts the use or reduces the value of TLE property must be adopted by an owner before that change applies to that owner's property.

Adoption of Revised Restrictions. The affirmation statements below are by those owners of Twin Lakes Estates property who have hereby voted to adopt these revised restrictions. These revised restrictions shall be effective upon adoption by a majority of the then TLE property owners.

**Notarized Affirmations**

I) own two or more acres of Twin Lakes Estates (TLE) property. My spouse and I each have read and agree with these Amended Deed Restrictions and hereby join in the adoption and filing of these revised TLE Restrictions to replace the original TLE Deed Restrictions.

Signed by: Marta Wilson MARTA WILSON

Signed by: John Wilson JOHN WILSON

The State of WA County of King

This instrument was acknowledged before me on the 22 day of March, 2016 by

MARTA J WILSON and John Wilson

[Signature]  
3/22/16

Notary Public  
MOHAMMAD J. KHAN  
COMMISSION EXPIRES State of WA  
NOTARY PUBLIC  
03-16-17  
STATE OF WASHINGTON  
512 258 3564  
CarlosTX@shcglobal.net

**RESTRICTIONS (REVISED) FOR TWIN LAKES ESTATES, IN WILLIAMSON COUNTY, TEXAS**

Effective \_\_\_\_\_, 2016

THE STATE OF TEXAS     ]]  
COUNTY OF WILLIAMSON   ]]

1. Status of Deed Restrictions: These Revised Restrictions replace the original Twin Lakes Estates (TLE) Deed Restrictions. Upon adoption, they shall thereafter run with the land and be binding on TLE property owners. Any part of the original deed restrictions that is not included in these revised restrictions is hereby abolished and shall be of no further effect.

2. Hold Harmless Grandfather Clause: Any building added to TLE property by an owner prior to the Effective date herein that was not in compliance with TLE deed restrictions is hereby "Grandfathered." Any property use adopted by an owner prior to the Effective date herein that is not in compliance with TLE deed restrictions is hereby "Grandfathered." Current TLE owners hereby adopt these Grandfather provisions to shield all TLE owners, past, current and future, from any attempt to impose on them any liability or penalty for any "Grandfathered" violations of original TLE Deed Restrictions.

3. Property Uses: No part of the Twin Lakes Estates property shall be used for business or commercial purposes except that a resident may use the property for a home-based business provided such business uses are incidental to the primary use of the property as a residence and the uses do not interfere with the residential use and enjoyment of the neighboring lots. Houses shall be single family dwellings and limited to no more than five (5) houses per original ten (10) acre tract. The original ten (10) acre tracts shall not be subdivided into more than five (5) tracts, and no tract shall consist of less than one acre.

4. Fences: Fences shall be well-maintained. Existing fencing is "Grandfathered, but barbed wire is prohibited for new fencing.

5. Animal Control. Animals shall not be allowed to interfere with adjacent TLE owners' peaceful enjoyment of their own TLE properties.

6. General Appearance: TLE property shall not be used as dumping grounds for land-fill or rubbish. Trash, garbage, or other waste shall be kept in appropriate containers. Junk vehicles or junk of any sort shall not be allowed to accumulate. Eighteen (18)-wheel trucks shall not be regularly parked on TLE property. Septic tank facilities shall be well-maintained and located so as to not interfere with other TLE properties. Brush shall be controlled to minimize the threat of fires.

7. Signs. Billboard signs are prohibited.

8. Enforcement Limits. These deed restrictions empower only TLE property owners to enforce these restrictions by initiating enforcement actions against other TLE property owners who violate the restrictions, but only for violations occurring after the Effective date herein. Enforcement actions shall be initiated within one year after the date of the violation, and shall be initiated or pursued only by at least two owners of record who each own at least two (2) acres of TLE property. These deed restrictions do not empower any person or entity other than current TLE property owners to initiate or pursue any enforcement action hereunder against TLE property owners.

9. Arbitration for Disputes and Enforcement of Restrictions: If the property owners involved in a dispute concerning these deed restrictions cannot amicably resolve their differences, the dispute shall be submitted to Arbitration before filing a lawsuit. If the parties cannot agree on a single arbitrator, the party or parties on each side of the dispute shall choose an arbitrator, and those two arbitrators shall choose a third arbitrator to join

them in resolving the dispute. If the arbitration ruling is rejected and a lawsuit initiated, the entire arbitration process and ruling shall be admissible as evidence in any related Court proceeding.

10. Interpretations. A ruling that any of these restrictions is invalid or unenforceable shall not be sufficient cause to render other restrictions to be invalid or unenforceable. If any restriction is subject to more than one interpretation, the interpretation which best reflects the intent of these Restrictions to fairly protect and balance the respective interests of each TLE property owner shall be adopted.

11. Amendments. Changes to these restrictions may be made in whole or in part by a majority of owners eligible to vote. Each owner of record who owns at least two (2) acres of TLE property shall be eligible to cast one vote. Those who jointly own TLE property shall be counted as one owner in determining who is eligible to vote and the number of owners constituting a majority. Each owner of record of any TLE property shall be given a summary of proposed changes at least sixty (60) days before changes are to be voted upon by eligible voters. Changes attempted without this prior notice shall be invalid and unenforceable. Any change that further restricts the use or reduces the value of TLE property must be adopted by an owner before that change applies to that owner's property.

Adoption of Revised Restrictions. The affirmation statements below are by those owners of Twin Lakes Estates property who have hereby voted to adopt these revised restrictions. These revised restrictions shall be effective upon adoption by a majority of the then TLE property owners.

**Notarized Affirmations**

I own two or more acres of Twin Lakes Estates (TLE) property. My spouse and I each have read and agree with these Amended Deed Restrictions and hereby join in the adoption and filing of these revised TLE Restrictions to replace the original TLE Deed Restrictions.

*[Handwritten signature of Steve Germiot]*

Signed by: STEVE GERMIAT

Signed by: \_\_\_\_\_

The State of WA

County of King

This instrument was acknowledged before me on the 23<sup>rd</sup> day of March, 2016 by

Steve Germiot and \_\_\_\_\_



*[Handwritten signature of Lisa A. Maeda]*

Notary Public, State of Texas  
WA

them in resolving the dispute. If the arbitration ruling is rejected and a lawsuit initiated, the entire arbitration process and ruling shall be admissible as evidence in any related Court proceeding.

10. Interpretations. A ruling that any of these restrictions is invalid or unenforceable shall not be sufficient cause to render other restrictions to be invalid or unenforceable. If any restriction is subject to more than one interpretation, the interpretation which best reflects the intent of these Restrictions to fairly protect and balance the respective interests of each TLE property owner shall be adopted.

11. Amendments. Changes to these restrictions may be made in whole or in part by a majority of owners eligible to vote. Each owner of record who owns at least two (2) acres of TLE property shall be eligible to cast one vote. Those who jointly own TLE property shall be counted as one owner in determining who is eligible to vote and the number of owners constituting a majority. Each owner of record of any TLE property shall be given a summary of proposed changes at least sixty (60) days before changes are to be voted upon by eligible voters. Changes attempted without this prior notice shall be invalid and unenforceable. Any change that further restricts the use or reduces the value of TLE property must be adopted by an owner before that change applies to that owner's property.

Adoption of Revised Restrictions. The affirmation statements below are by those owners of Twin Lakes Estates property who have hereby voted to adopt these revised restrictions. These revised restrictions shall be effective upon adoption by a majority of the then TLE property owners.

**Notarized Affirmations**

I (We) own two or more acres of Twin Lakes Estates (TLE) property. I(We) each have read and agree with these Amended Deed Restrictions and hereby join in the adoption and filing of these revised TLE Restrictions to replace the original TLE Deed Restrictions.

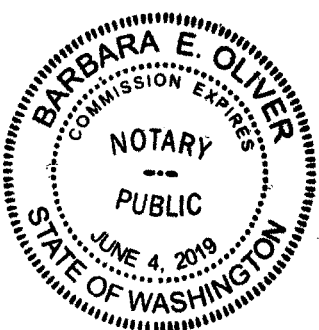
Kay A. Germiot  
Signed by: KAY A. GERMIOT

Signed by: \_\_\_\_\_

The State of Washington  
County of Pierce

This instrument was acknowledged before me on the 21<sup>st</sup> day of March, 2016 by  
Kay A. Germiot and \_\_\_\_\_

Barbara E. Oliver  
Notary Public, State of ~~Texas~~ Washington



G-3



**RESTRICTIONS (REVISED) FOR TWIN LAKES ESTATES, IN WILLIAMSON COUNTY, TEXAS**

Effective 23 MAR, 2016

THE STATE OF TEXAS     ||  
COUNTY OF WILLIAMSON   ||

1. Status of Deed Restrictions: These Revised Restrictions replace the original Twin Lakes Estates (TLE) Deed Restrictions. Upon adoption, they shall thereafter run with the land and be binding on TLE property owners. Any part of the original deed restrictions that is not included in these revised restrictions is hereby abolished and shall be of no further effect.

2. Hold Harmless Grandfather Clause: Any building added to TLE property by an owner prior to the Effective date herein that was not in compliance with TLE deed restrictions is hereby "Grandfathered." Any property use adopted by an owner prior to the Effective date herein that is not in compliance with TLE deed restrictions is hereby "Grandfathered." Current TLE owners hereby adopt these Grandfather provisions to shield all TLE owners, past, current and future, from any attempt to impose on them any liability or penalty for any "Grandfathered" violations of original TLE Deed Restrictions.

3. Property Uses: No part of the Twin Lakes Estates property shall be used for business or commercial purposes except that a resident may use the property for a home-based business provided such business uses are incidental to the primary use of the property as a residence and the uses do not interfere with the residential use and enjoyment of the neighboring lots. Houses shall be single family dwellings and limited to no more than five (5) houses per original ten (10) acre tract. The original ten (10) acre tracts shall not be subdivided into more than five (5) tracts, and no tract shall consist of less than one acre.

4. Fences: Fences shall be well-maintained. Existing fencing is "Grandfathered, but barbed wire is prohibited for new fencing.

5. Animal Control. Animals shall not be allowed to interfere with adjacent TLE owners' peaceful enjoyment of their own TLE properties.

6. General Appearance: TLE property shall not be used as dumping grounds for land-fill or rubbish. Trash, garbage, or other waste shall be kept in appropriate containers. Junk vehicles or junk of any sort shall not be allowed to accumulate. Eighteen (18)-wheel trucks shall not be regularly parked on TLE property. Septic tank facilities shall be well-maintained and located so as to not interfere with other TLE properties. Brush shall be controlled to minimize the threat of fires.

7. Signs. Billboard signs are prohibited.

8. Enforcement Limits. These deed restrictions empower only TLE property owners to enforce these restrictions by initiating enforcement actions against other TLE property owners who violate the restrictions, but only for violations occurring after the Effective date herein. Enforcement actions shall be initiated within one year after the date of the violation, and shall be initiated or pursued only by at least two owners of record who each own at least two (2) acres of TLE property. These deed restrictions do not empower any person or entity other than current TLE property owners to initiate or pursue any enforcement action hereunder against TLE property owners.

9. Arbitration for Disputes and Enforcement of Restrictions: If the property owners involved in a dispute concerning these deed restrictions cannot amicably resolve their differences, the dispute shall be submitted to Arbitration before filing a lawsuit. If the parties cannot agree on a single arbitrator, the party or parties on each side of the dispute shall choose an arbitrator, and those two arbitrators shall choose a third arbitrator to join

them in resolving the dispute. If the arbitration ruling is rejected and a lawsuit initiated, the entire arbitration process and ruling shall be admissible as evidence in any related Court proceeding.


10. Interpretations. A ruling that any of these restrictions is invalid or unenforceable shall not be sufficient cause to render other restrictions to be invalid or unenforceable. If any restriction is subject to more than one interpretation, the interpretation which best reflects the intent of these Restrictions to fairly protect and balance the respective interests of each TLE property owner shall be adopted.


11. Amendments. Changes to these restrictions may be made in whole or in part by a majority of owners eligible to vote. Each owner of record who owns at least two (2) acres of TLE property shall be eligible to cast one vote. Those who jointly own TLE property shall be counted as one owner in determining who is eligible to vote and the number of owners constituting a majority. Each owner of record of any TLE property shall be given a summary of proposed changes at least sixty (60) days before changes are to be voted upon by eligible voters. Changes attempted without this prior notice shall be invalid and unenforceable. Any change that further restricts the use or reduces the value of TLE property must be adopted by an owner before that change applies to that owner's property.

Adoption of Revised Restrictions. The affirmation statements below are by those owners of Twin Lakes Estates property who have hereby voted to adopt these revised restrictions. These revised restrictions shall be effective upon adoption by a majority of the then TLE property owners.

**Notarized Affirmations**

I) own two or more acres of Twin Lakes Estates (TLE) property. My spouse and I each have read and agree with these Amended Deed Restrictions and hereby join in the adoption and filing of these revised TLE Restrictions to replace the original TLE Deed Restrictions.


  
Signed by: CALVIN S. HIGGINS


  
Signed by: LYNNAE E. HIGGINS

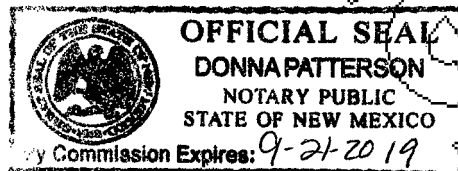
The State of NEW MEXICO  
County of Otero

This instrument was acknowledged before me on the 23<sup>RD</sup> day of MARCH, 2016 by  
Lynnae E. Higgins and CALVIN S. HIGGINS

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2016024591

  
Nancy E. Rister, County Clerk  
Williamson County, Texas  
March 28, 2016 09:34 AM  
FEE: \$89.00 TKIRK

  
Notary Public, State of Texas





**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

(TWIN LAKES ESTATES)

THE STATE OF TEXAS }  
COUNTY OF WILLIAMSON }

KNOW ALL MEN BY THESE PRESENTS:

A. This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration") and its provisions shall be and do constitute covenants to run with the land and shall be binding on all Owners of the subject property, and also binding on the successor and subsequent Owners of each portion of the Property referenced below.

B. The real property to be covered by this Declaration (the "Property") is the same as the eight 10-acre parcels of land originally covered by the predecessor restrictions, which restrictions were contained in each vesting deed from Martin J. DeStefano, Trustee to each Owner (or their predecessor in title), said parcels taken together being all of the same real property described in an instrument entitled Partial Release of Lien, recorded in Volume 719, Page 243, Deed Records of Williamson County, Texas.

C. The restrictions as originally encumbering the Property stated: *"These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots encumbered by this declaration, it is agreed to change said declaration in whole or in part."* This Declaration is a change of the original restrictions, approved by a vote of a majority of the Owners of the lots encumbered by the original declaration.

D. The restrictions shall henceforth consist of the following:

1. Land Use and Building Types. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height with attached garage for not less than two nor more than four cars. No more than two residences shall be allowed on each original 10-acre Twin Lakes Estates lot, regardless of partitioning that may have occurred of the original lots. Accessory structures appurtenant to or related to the residences (including garages, barns, chicken coops, well houses, and sheds) shall be allowed, provided that those accessory structures may not be used or occupied as a residence by any persons. No building shall remain uncompleted for more than one year after construction has been commenced.

2. Dwelling Size. The ground floor area of the main structure of a single-family residence shall be not less than 1400 square feet, excluding all open and covered porches and garage units.

3. Ground Water. All dwellings and accessory structures must comply with any applicable state statutes, municipal ordinances and applicable county rules and regulations regarding

wells and on-site septic facilities.

4. Nuisances. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, or which is opposed to the purpose of these restrictions.

5. Temporary Structures. No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.

6. Signs. No signs of any kind shall be displayed for public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent. Billboards and structures supporting elevated advertising signs are prohibited.

7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any character shall be permitted upon or beneath any lot.

8. Animals and Pets. Animals, livestock and poultry may be raised, bred or kept for hobby and personal uses; however, the type and number of animals, livestock and poultry shall not create a nuisance (noise, smells, aggressive or threatening behavior, etc.) and the overall total kept on any original 10-acre lot shall not exceed 12 (with that number allocated *pro rata* between the partitioned portions of the original 10-acre lot). Commercial production of animals, livestock or poultry for sale, exchange or compensated breeding will not be allowed.

9. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for trash, garbage or other waste, and those shall not be kept, except in sanitary containers.

10. Utility Services. All buildings constructed on any lot shall conform to all city, county and state requirements for utility services.

11. Easement. An easement ten feet in width is reserved around the perimeter boundaries of every lot, for drainage and placement of utility lines.

12. Commercial Uses Prohibited. No part of any lot shall ever be used for a business or commercial purpose or for carrying on any trade or profession; provided, however, that such restriction shall not serve to prohibit "home office" use by an owner that does not involve on-site additional traffic or visitation of customers, employees or non-resident workers.

13. Application. These covenants are to run with the land and shall be binding on and inure to the benefit of all owners, their heirs and successors in title, and all persons claiming under them.

14. Duration. These covenants will remain in effect until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the original lots encumbered by this declaration, it is agreed at any time to change said declaration in whole or in part. For the purposes of such vote, each of the original eight 10-acre lots will be allocated one vote, and any partitioned or subdivided lots will be entitled to a proportionate vote share, based on the pro rata size of that partitioned or subdivided lot compared to the original 10-acre lot.

15. Enforcement. If the owner of any lot, or their tenants, guests or successors in title shall violate or attempt to violate any of the covenants set forth in this declaration, it shall be lawful

for any person or persons owning any lot encumbered by this Declaration to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. The failure of the owner or tenant to perform his obligations hereunder could result in irreparable damage to the other owners of lots in Twin Lakes Estates, thus the breach of any provision of this declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator. The Owners approving these amended restrictions agree and represent that any condition currently existing on the Property shall not constitute a violation of these restrictions, and no sanction or enforcement proceeding shall be authorized to enforce these restrictions against any such condition currently existing on the Property as of the effective date of this Declaration.

16. Severability and Intent. In the event that any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations, or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

17. Number and Gender. The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this declaration. Likewise, if either the feminine, masculine, or neuter gender should be any of the other genders, it shall be so treated.

Executed to become effective as of the date of the last Owner signature below, being March 29, 2016.

PREPARED IN THE LAW OFFICES OF:  
KIM D. BROWN, ATTORNEY, P.L.L.C.  
1310 Ranch Rd. 620 So., Suite B-203  
Lakeway, TX 78734

AFTER RECORDING, RETURN TO:

**Donald S. Vance**  
**5760 North Highway 183**  
**Liberty Hill, TX 78642**

OWNER:

Donald Vance, Trustee  
DONALD S. VANCE, Trustee of the Vance Trust  
dated December 10, 2010

Martha R. Vance, Trustee  
MARTHA R. VANCE, Trustee of the Vance Trust  
dated December 10, 2010

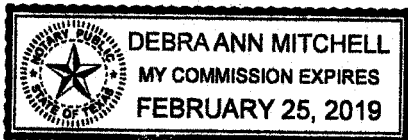
5760 North Hwy 183  
Liberty Hill, Texas 78642-4717

Acreage Owned: 5.5647 + 10.0 = 15.5647

ACKNOWLEDGMENT

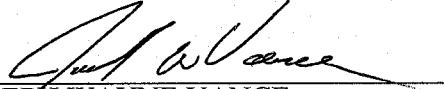
THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 22, 2016, by  
DONALD S. VANCE and MARTHA R. VANCE, Trustees of the Vance Trust dated December 10,  
2010.



Debra Ann Mitchell  
NOTARY PUBLIC, STATE OF TEXAS

OWNER:



JOSEPH WAYNE VANCE

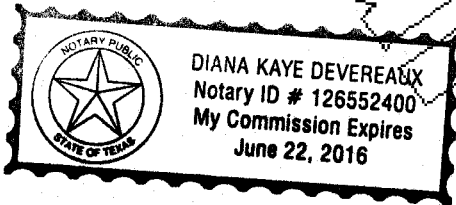
5770 North Hwy 183  
Liberty Hill, Texas 78642-4717

Acreage Owned: 4.2702

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 26, 2016, by  
JOSEPH WAYNE VANCE.



  
NOTARY PUBLIC, STATE OF TEXAS

Unofficial Document

OWNER:

ROY D Vance

ROY D. VANCE

Sue A Vance

SUE A. VANCE

5730 North Hwy 183  
Liberty Hill, Texas 78642-4717

Acreage Owned: 10.0

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 21, 2016, by ROY  
D. VANCE and SUE A. VANCE.

Mandy C Merkel  
NOTARY PUBLIC, STATE OF TEXAS





Unofficial Document

OWNER: Brian A. Butler

BRIAN A. BUTLER

Kimberly A. Butler

KIMBERLY A. BUTLER

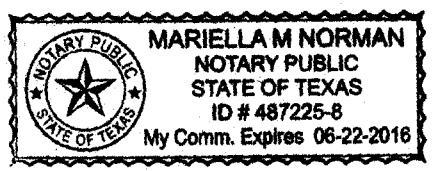
P. O. Box 596  
Liberty Hill, Texas 78642-1596

Acreage Owned: 1.6 + 8.86 = 10.46

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on 3/21/2016, 2016, by BRIAN  
A. BUTLER and KIMBERLY A. BUTLER.



Mariella M Norman  
NOTARY PUBLIC, STATE OF TEXAS

OWNER:

*Armandina Segovia*  
ARRMANDINA SEGOVIA

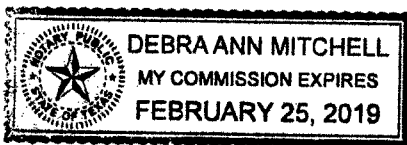
5500 North Hwy 183  
Liberty Hill, Texas 78642-4717

Acreage Owned: 10.0

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on March 29, 2016, by  
ARRMANDINA SEGOVIA.



*Debra Ann Mitchell*  
NOTARY PUBLIC, STATE OF TEXAS

① Donald Vance  
5760 N Hwy 183  
Liberty Hill, TX  
78642

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2016025606



*Nancy E. Rister*  
Nancy E. Rister, County Clerk  
Williamson County, Texas  
March 29, 2016 01:25 PM  
FEE: \$49.00 BARRICK