

HOMESTEAD @ TURTLE CREEK RESTRICTIONS

Volume 841, Page 39 and Volume 872, Page 359, Real Property Records of Kerr County, Texas; Volume 6, Page 309, Plat Records of Kerr County, Texas; Volume 1046, Page 459 and Volume 1089, Page 707, Real Property Records of Kerr County, Texas; Volume 1396, Page 546 and Volume 1484, Page 405, Real Property Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. 1621/10/

OTHER EXCEPTIONS

- A perpetual non-participating royalty interest, reserved by Grantor as described in instrument from Carl D. Meek and wife, Rosemary Meek to Shelton Ranch Corporation, a Texas corporation, dated April 1, 1980, recorded in Volume 233, Page 302, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this Policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of the aforesaid instrument.
- Easements and Building Set Back Lines as per the Restrictions recorded in Volume 841, Page 39, Real Property Records of Kerr County, Texas.
- Easements as per plat recorded in Volume 6, Page 309, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instrument dated October 15, 1996, recorded in Volume 872, Page 359, Real Property Records of Kerr County, Texas, and amended in Volume 1089, Page 707, Real Property Records of Kerr County, Texas, and amended in Volume 1396, Page 546, Real Property Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions recorded in Volume 872, Page 359, Real Property Records of Kerr County, Texas.
- Mineral reservation by Grantor, as described in instrument from {PR,"insert grantor of first deed",ST1,6} to {PR,"insert grantee of first deed",ST1,6}, dated {PR,"insert date of first deed",DT2,6}, recorded in Volume {PR,"insert volume number of first deed",IN1,6}, Page {PR,"insert page number of first deed",IN1,6}, {PR,"insert record type of first deed",ST1,7} Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Sanitary Control Easement dated March 31, 1997, recorded in Volume 893, Page 514, Real Property Records of Kerr County, Texas. (AFFECTS LOTS 35, 36 AND 1.21 ACRE WELL TRACT ONLY)


**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
A RESIDENTIAL SUBDIVISION**

***THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH IS BINDING UPON ALL
FUTURE OWNERS IN THIS SUBDIVISION.***

1.1 Declarant desires to create a residential community with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots on the following described real property, to wit:

a. An eight acre tract of land situated in Survey 64, William Watt, Abstract No. 363 situated in Kerr County, Texas and more particularly described in an instrument attached hereto, incorporated herein for all purposes and marked as Exhibit B.

b. A Two Hundred Ninty and 9/10 acres of land situated in Survey 64, William Watt, Abstract No. 363 situated in Kerr County, Texas and more particularly described in an instrument attached hereto, incorporated herein for all purposes and marked as Exhibit A.

***1.2 Declarant will subdivide the above-described real property into residential tracts of land and shall file the residential subdivision map and plat in the Kerr County Real Property records.***

1.3 Declarant desires to ensure the preservation of the values and amenities in said community and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, 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 of the owners thereof; and

1.4 Crystal Land Company, L.L.C. has been created under the laws of the State of Texas for the purposes of Developing and Subdividing the real property described above and creating a residential subdivision in Kerr County, Texas, and such other real property as may be annexed thereto and become subject to the Covenants, Conditions and Restrictions and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purpose of subjecting said property and the Owners thereof to the jurisdictions of these Covenants, Conditions and Restrictions.


1.5 Declarant declares that the property above described as constituting the Subdivision shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereafter apply to each lot or tract of land subdivided by declarant of the above described property.

DEFINITIONS:

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Builder Member" shall mean such builders approved by Declarant for construction within the subdivision and who own one or more Lots for construction of a residence for resale to others.

(b) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the owners for the use and benefit of the owners. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, parking lots, signs, fountains, statuary, parkways, medians, islands, common entry house and gates, tennis courts, landscaping, walls, bridges, safety lanes, trails, drainage easements, and other similar or appurtenant improvements.

 (c) "Declarant" shall mean and refer to CRYSTAL LAND COMPANY, L.L.C., a TEXAS ~~limited liability company~~ corporation, its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(d) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

(e) "Lot" shall mean and refer to any of the plots of land numbered as Lots.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(g) "Existing Property" shall mean and refer to the above described properties.

(h) "Additional Property" shall mean and refer to property which is added to the Existing Property pursuant to this Declaration or any Amended or Supplemental Declaration.

(i) "Subdivision Plat" shall mean and refer to the map or plat of the above described real estate approved by the Kerr County Commissioners Court, filed in the Deed and Plat Records of Kerr County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Kerr County, Texas.

Restrictions:

1. The property shall be restricted to residential purposes and no commercial or business purpose shall be allowed. No residence shall contain less than 1600 square feet of living area, exclusive of porches, breezeways, carports, garages or basements. Living area is that area that is heated and cooled. All multiple story residences shall contain not less than 1600 square feet

of living area on its ground floor. Any building connected to the residence by a breezeway shall be not less than 700 square feet in size. No tract or lot of five acres or less may contain more than one principal residence, servants quarters and one outbuilding. The servants quarters or outbuilding may be constructed separately but only following the completion of the main residence on any tract containing ten acres or less. All construction must be out of new materials except that used stone or used brick may be used with new construction of residences or outbuildings. The exterior color schemes must be in good taste and conform and be restricted to the colors used in the Kerrville community and surrounding areas.

2. All outbuildings such as tool sheds, storage houses, trailer ports, etc. shall have the exterior walls constructed of new standard building materials.

3. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other solid waste disposal system approved by the governmental authority controlling health, sanitary disposal, water or septic systems.

4. No residence shall be moved onto any tract. All residences or other buildings shall be constructed on the property and out of new materials. The relocation or reconstruction of a structure of historic quality and integrity, may be used as an accessory building. Trailers, trailer houses, mobile, modular, pre-manufactured and or industrial built homes shall not be used as a dwelling, nor stored on any tract. These restrictions apply to servants quarters, guest houses, and outbuildings.

5. A residence shall not be erected on any tract nearer than fifty (50) feet from the front, thirty (30) feet from the side, nor fifty (50) feet from the back property line. Any other building or structure of any kind shall not be built within eighty (80) feet from the front of the property line nor closer than fifty (50) to the back or side property line. Placement of all animal shelters shall be to the rear of the residence and no nearer than seventy-five (75) feet from any side or rear property line.

6. After completion of a permanent residence, an owner may store their personal travel trailers, motor homes or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer the street than the rear of the residence.

7. No commercial use of the property shall be permitted.

8. Tracts of Two and one-half (2-1/2) acres or less shall be prohibited from and shall not raise more than three swine, pigs, goats, sheep and chickens for any purpose. Agriculture use of the land shall be allowed so long as it does not create noxious or offensive activity or violate paragraph 9 of these covenants.

9. Noxious or offensive activity shall not be permitted on any tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the subdivision. Owners are to keep said property clean and neat at all time in appearance and free of litter at all times, including the

occasional mowing of grass and weeds which shall enhance the beauty of the subdivision and act as a fire protection measure. Disposal of any kind of waste shall not be allowed that would adversely affect the natural beauty and value of any property in said subdivision or that violates any rules, regulations or laws governing the disposal. Garbage or refuse shall not be buried on any tract or disposed of on any tract.

10. No hunting shall be permitted except by owners of tracts of fifty (50) acres or larger. Otherwise no firearm shall be discharged on any property at any time.

11. No owner shall alter the natural drainage of surface water over and across his land except to impound flood waters and only if it does not damage or alter the natural non flood flow of water to the adjacent land owner.

12. No oil or gas exploration of any type which will damage the surface shall be permitted on any tract.

13. No structure or plant shall be placed on a corner tract that will obstruct the proper view for safe driving conditions on dedicated roads and streets serving the property.

14. All fences erected on any tract shall be of new material (except used stone and used brick may be used) and professional in appearance, and completed in a good and workmanlike manner regarding the quality and appearance and shall not exceed a height of twelve (12) feet. On any tract that is two and one-half acres or less in size, no fence or wall shall be erected nearer than the front of the residence.

15. No sign of any kind shall be displayed to the public view on any lot for commercial or other purposes. However, a Realtor or contractor may place one professionally made sign on the premises only during the term of construction or active listing or rental agreement and the sign shall be maintained in like new condition at all times. All signs shall be removed by the owner at owner's expense if they allow a violation of this restriction. The Developer or his assigns may erect a sign of larger size in the conformance with any applicable ordinances to advertise the development as long as there remains any unsold tracts in the development.

16. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract, road or street in this subdivision at any time.

17. All boats, boat trailers, stock trailers, trailers of any kind, or any vehicles having a load capacity of greater than one (1) ton, shall be parked or placed on the property and if the lot or tract is less than ten acres the above item shall not be placed closer to the property line than the front of the residence and shall not be parked on any street or alley.

18. The Developer and his assigns reserves an easement to run with the land for utilities including but not limited to telephone, electric, phone, cable television, sewer or other services to the entire area covered by these restrictions. This easement shall be twenty (20) feet wide

from the front or street side and twenty (20) feet along the back property line and ten (10) feet wide along each side property line. This easement shall be for egress and ingress for the installation and maintenance of all items placed upon the easement for services of any kind to the property or the entire 290.9 acres described in Exhibit "A". The Developer and his assigns shall have an easement for installation of guy wires or anchor wires for overhead utilities and connections for underground utilities. Part of the maintenance shall include the right but not the obligation to remove structures, fences, trees, brush or other obstructions for proper maintenance and operation ^{to} ~~of~~ the utilities.

The restrictions, protective covenants and conditions shall be binding upon and inure to the benefit of all parties and all persons claiming under the Developer until December 31, 2040, at which time said restrictions, protective covenants and conditions shall be automatically extended for ten years on all tracts of ten acres or less in size, or until such time as 65 percent (65%) of the then owners of the ten acre or less tracts shall execute an instrument waiving or amending the restrictions, protective covenants or conditions, each tract owner having one vote per each original tract as deeded by Developer. All tracts containing more than ten acres may amend these restrictions in accordance with the Texas Property Code as amended or as required by the governmental authority that controls any and all rules and regulations at the time of expiration of these restrictions, covenants and conditions. A tract owner shall be the record owner of legal title as shown by the Real Property Records of Kerr County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded in Kerr County, Texas Real Property Records or until the approval of any governmental regulatory body which is required shall be obtained.

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument shall not be affected thereby, nor shall any failure of the Developer or tract owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

The Developer and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel or land in this subdivision shall have the right to enforce, by any proceeding at law or in equity, all restrictions by injunction or other lawful procedure and to recover any damages, legal fees and expenses resulting from such violations.

Developer as used in these restrictions shall refer to Crystal Land Company, L.L.C. or its assigns. Developer reserves the right to supplement these covenants, restrictions and conditions from time to time as it deems appropriate as it deeds property to third parties or amend these restrictions, covenants and conditions to comply with any regulatory, VA, FHA or mortgage lender, if the restrictions, covenants and conditions do not comply with any mortgage lender, regulatory authority rulings, regulations or requirements in order to obtain building permits, mortgages or other types of financing. Developers right to unilaterally amend these covenants, conditions and restrictions to

comply with any regulatory, VA, FHA or mortgage shall extend for a five year period or until waived by the Developer in its sole discretion. This right shall also remain effective until eighty (80) percent of the tracts containing ten (10) acres or less of land have been conveyed by Developer to third parties.

EXECUTED effective the 12 day of March, 1996.

CRYSTAL LAND COMPANY, L.L.C.
A Texas Limited Liability Corporation

By:

Jerry L. Hudgeons
JERRY L. HUDGEONS

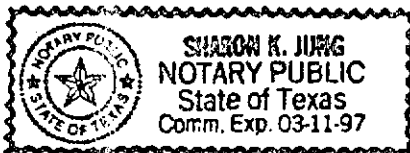
FARM CREDIT BANK OF TEXAS

By:

Steven H. Fowlkes
STEVEN H. FOWLKES, Vice-President

STATE OF TEXAS
COUNTY OF GILLESPIE

This instrument was acknowledged before me on the 12th day of March, 1996 by Jerry L. Hudgeons, of CRYSTAL LAND COMPANY, L.L.C., on behalf of said limited liability corporation.



Sharon K. Jung
Notary Public, State of Texas

FILED FOR RECORD

at 3:47 o'clock P.M.

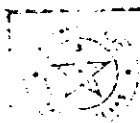
MAR 15 1996

James M. Holbrook
999 East Basse Road, Suite 180
San Antonio, Texas 78209

STATE OF TEXAS X
COUNTY OF GILLESPIE X

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Mary L. Medrano Deputy

This instrument was acknowledged before me on this the 13 day of March, 1996, by STEVEN H. FOWLKES, Vice President of the Farm Credit Bank of Texas, a corporation, on behalf of said corporation.



LORI HARRIS
Notary Public, State of Texas
My Commission Expires
AUG. 13, 1998

Lori Harris
Notary Public, State of Texas

March 11, 1996 / page 6

Filed by and return to:
Kerr County Abstract
305 East Garret
San Antonio, Texas 78209

Being all of a certain tract or parcel of land containing 290.90 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
63	William T. Crook	116	107.83
64	William Watt	363	183.07

part of a certain 712.38 acre tract conveyed as Tract I from Shelton Ranch Corporation to Farm Credit Bank of Texas by a General Warranty Deed executed the 24th day of April, 1992 and recorded in Volume 637 at Page 362 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with a found $\frac{1}{4}$ " iron stake in the southwest right-of-way line of State Highway No. 173 for the most easterly corner of the herein described tract and said Tract I, the northeast corner of The Woods, a subdivision of Kerr County according to the plat of record in Volume 4 Page 137 of the Plat Records of Kerr County, Texas; which point bears, approximately, 5735 ft. N.45°E. and 1540 ft. N.45°W. from the south corner of said Survey No. 63;

THENCE, along a fence with the common line between said Tract I and The Woods: S.87°52'W., 433.99 ft. to a fence anglepost; N.67°38'W., 1923.75 ft. to a fence cornerpost for a reentrant corner of the herein described tract and Tract I, the northwest corner of The Woods; S.35°11'W., 781.92 ft. to a fence anglepost; and S.18°12'W., 1103.06 ft. to a $\frac{1}{4}$ " iron stake found for the southwest corner of The Woods, the northerly northwest corner of The Woods Section Two, a subdivision of Kerr County according to the plat of record in Volume 4 Page 176 of the Plat Records of Kerr County, Texas;

THENCE, continuing along said fence with the common line between said Tract I and The Woods Section Two: S.18°12'W., 1511.71 ft. to a fence anglepost for the southeast corner of the herein described tract and Tract I, a reentrant corner of The Woods Section Two; and S.82°36'W., 1521.62 ft. to a fence cornerpost in the northeast right-of-way line of F. M. Highway No. 2771 for the most southerly corner of the herein described tract and Tract I, the westerly northwest corner of The Woods Section Two;

THENCE, along or near a fence with the southwest line of said Tract I and the northeast right-of-way line of F. M. Highway No. 2771: N.16°59'E., 423.22 ft. to a concrete right-of-way marker found at the beginning of a 06°00' curve to the left; and 1508.92 ft. along the arc of said curve to the left subtended by a 90°31' central angle and 955.06 ft. radius (long chord: N.28°17'W., 1356.81 ft.) to a $\frac{1}{4}$ " iron stake set near a fence cornerpost for the southwest corner of the herein described tract;

THENCE, along a fence upon, over and across said Tract I, at points to fence angleposts marked with set $\frac{1}{4}$ " iron stakes: N.10°23'E., 99.25 ft.; N.14°27'E., 1908.21 ft.; N.55°16'W., 13.74 ft.; N.10°23'W., 29.47 ft.; N.10°58'E., 21.63 ft.; N.15°35'E., 577.77 ft.; N.33°04'E., 437.73 ft.; N.44°31'E., 584.43 ft. to a set $\frac{1}{4}$ " iron stake for the northwest corner of the herein described tract; and N.89°44'E., not along a fence, 1176.27 ft. to a $\frac{1}{4}$ " iron stake set in a fence, the northeast line of said Tract I and southwest line of a certain 101 acre tract conveyed from Harry Karger, et ux, to Hoyt H. Hamrick, et ux, by a deed recorded in Volume 30 Page 627 of the Deed Records of Kerr County, Texas for a northerly corner of the herein described tract;

THENCE, along said fence with the common line between Tract I and 101 acre tract: S.44°58'E., 1650.72 ft. to a fence cornerpost marked with a found $\frac{1}{4}$ " iron stake; and N.45°04'E., 1109.46 ft. to a fence cornerpost marked with a found $\frac{1}{4}$ " iron stake for the northeast corner of the herein described tract and Tract I, the west corner of a certain 9.35 acre tract conveyed from Fred W. Stein to Anna Mae Stein by a deed recorded in Volume 112 at Page 409 of the Deed Records of Kerr County, Texas;

THENCE, along a fence with the common line between said Tract I and 9.35 acre tract: S.18°32'E., at approximately 856 ft. passing the south corner of 9.35 acre tract, the west corner of a certain 9.35 acre tract conveyed from Fred W. Stein to Lorena S. Paris by a deed recorded in Volume 112 at Page 408 of the Deed Records of Kerr County, Texas, then continuing with the common line between said Tract I and Paris 9.35 acre tract for a total distance of 1830.35 ft. to a fence cornerpost for a reentrant corner of the herein described tract and Tract I, the south corner of Paris 9.35 acre tract; and N.87°45'E., continuing with the common line between Tract I and Paris 9.35 acre tract 433.19 ft. to a fence cornerpost in the said southwest right-of-way line of State Highway No. 173 for an easterly corner of the herein described tract and Tract I, the east corner of Paris 9.35 acre tract;

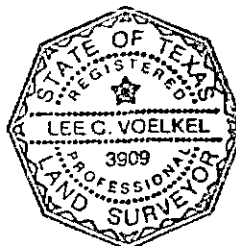
THENCE, along a fence with the east line of said Tract I and southwest right-of-way line of State Highway No. 173, S.18°53'E., 259.53 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes and accompanying plat are accurate descriptions of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners and that all property corners are as stated.

Dated this 20th day of February, 1996

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



FIELD NOTES DESCRIPTION FOR 8.00 ACRES OF LAND OUT OF THE
FORMER SHELTON RANCH ALONG STATE HIGHWAY NO. 173 AND
F. M. HIGHWAY NO. 2771 IN KERR COUNTY, TEXAS

0841 PAGE 046

Being all of a certain tract or parcel of land containing 8.00 acres, more or less, out of William Watt Survey No. 64, Abstract No. 363 in Kerr County, Texas; part of a certain 712.38 acre tract conveyed as Tract I from Shelton Ranch Corporation to Farm Credit Bank of Texas by a General Warranty Deed executed the 24th day of April, 1992 and recorded in Volume 637 at Page 362 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost marked with a found $\frac{1}{2}$ " iron stake for the north corner of the herein described tract, a reentrant corner of said Tract I and the west corner of a certain 101 acre tract conveyed from Harry Karger, et ux, to Hoyt H. Hamrick, et ux, by a deed recorded in Volume 80 at Page 627 of the Deed Records of Kerr County, Texas; which point bears, approximately 5239 ft. N.45°E. and 6196 ft. N.45°W. from the south corner of William T. Crook Survey No. 63;

THENCE, along a fence with the common line between said Tract I and 101 acre tract S.45°03'E., 834.85 ft. to a $\frac{1}{2}$ " iron stake set for the east corner of the herein described tract;

THENCE, upon, over and across said Tract I, S.89°44'W., 1176.27 ft. to a $\frac{1}{2}$ " iron stake set in a fence for the west corner of the herein described tract;

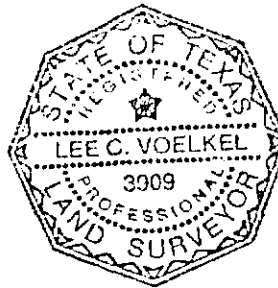
THENCE, along said fence continuing upon, over and across said Tract I, N.44°31'E., 834.85 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.
(Bearing basis = record bearing)

Dated this 12th day of March, 1996

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County



JK

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

Provisions herein which restrict the sale, rental or use of the described property
because of color or race is invalid and unenforceable under Federal Law
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in File Number Sequence on the
same date and at the time stamped hereon by me and was duly RECORDED in the
Official Public Records of Real Property of Kerr County, Texas on

RECORD Real Property
VOL 841 PG 39

RECORDING DATE

March 12 1996

MAR 15 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
COUNTY CLERK, KERR COUNTY

7861

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE HOMESTEAD @ TURTLE CREEK,
A PLANNED DEVELOPMENT TO MAINTAIN THE
CURRENT AND FUTURE VALUE OF THE
HOMESTEAD**

**THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE
IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS AND A LIEN FOR
NON PAYMENT OF ASSESSMENTS. THIS DECLARATION IS BINDING UPON ALL
FUTURE OWNERS IN THIS SUBDIVISION.**

FILED FOR RECORD
at 1:16 o'clock P M

OCT 17 1996

PATRICIA DYE

Clark County Court, Kent County, Texas
Patricia Dye
315000

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Article 1 RECITALS

1.1 Declarant desires to create a residential community with designated "Lots" and "Common Facilities" (those terms are defined herein) for the benefit of the present and future owners of said Lots on the following described real property owned by Declarant, to wit:

THE HOMESTEAD @ TURTLE CREEK, A Kerr County Subdivision, as shown on plat thereof recorded in Volume 6, Page 309, of the Plat Records of Kerr County, Texas

1.2 Declarant has subdivided the above-described real property as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof, and which subdivision shall be effectively known as THE HOMESTEAD @ TURTLE CREEK.

1.3 Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, and in the subdivision known as THE HOMESTEAD @ TURTLE CREEK, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

1.4 Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, 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 of the owners thereof; and

1.5 THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION has been created under the laws of the State of Texas for the purposes of exercising the functions aforesaid as to THE HOMESTEAD @ TURTLE CREEK, a residential subdivision, in KERR County, Texas, as shown on plat recorded in Volume 6, Page 309, Plat Records of KERR County, Texas, and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association; and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purpose of subjecting said property and the Owners thereof to the jurisdictions of said THE HOMESTEAD @ TURTLE CREEK Homeowners Association

1.6 Declarant declares that the property above described as constituting THE HOMESTEAD @ TURTLE CREEK, shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of THE HOMESTEAD @ TURTLE CREEK Homeowners Association

1.7 The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private or public streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

Article 2 DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ACC," "Committee" or "Architectural Control Committee" shall mean the Architectural Control Committee established pursuant to this Declaration.

(b) "Articles" shall mean the Articles of Incorporation of THE HOMESTEAD @ TURTLE CREEK Homeowners Association, as it may, from time to time, be amended.

(c) "Association" shall mean and refer to THE HOMESTEAD @ TURTLE CREEK Homeowners Association, a Texas non profit corporation, its successors and assigns as provided for herein.

(d) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the bylaws of the Association.

(e) "Builder Member" shall mean such builders approved by Declarant for construction within the subdivision and who own one or more Lots for construction of a residence for resale to others.

(f) "Bylaws" shall mean the Bylaws of THE HOMESTEAD @ TURTLE CREEK Homeowners Association, as they may, from time to time, be amended.

(g) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, parkways, medians, islands, common entry gates, landscaping, walls, exterior boundary fences, safety lanes, trails, drainage easements, and other similar or appurtenant improvements.

(h) "Declarant" shall mean and refer to CRYSTAL LAND COMPANY, L.L.C., a Texas limited liability company, its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(i) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

(j) "Lot" shall mean and refer to any of the plots of land numbered Lots 1 through 67.

(k) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(m) "Existing Property" shall mean and refer to the above described properties known as THE HOMESTEAD @ TURTLE CREEK,

(n) "Additional Property" shall mean and refer to property which is added to the Existing Property pursuant to Article 7 of this Declaration or any Amended or Supplemental Declaration.

(o) "Subdivision Plat" shall mean and refer to the map or plat of THE HOMESTEAD @ TURTLE CREEK, filed for record in Volume 6, Page 309, Plat Records of KERR County, Texas, and any amendment thereof upon filing of same for record in the Plat Records of KERR County, Texas.

Article 3

HOMEOWNER ASSOCIATION AND ASSESSMENTS

3.1 **MEMBERSHIP IN THE ASSOCIATION.** Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member. Membership and voting rights are appurtenant to, and inseparable from, ownership of the Lots.

3.2 **VOTING RIGHTS.** The association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Article 2(f) above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article 2(f). When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be Declarant and Builder Members. The Class B Members shall be entitled to three votes for each Lot in which they hold the interest required by Article 2(e).

above, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2014.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

3.3 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvement, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

3.4 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Streets and other Common Area Property by the Members.

3.5 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors of the home owners association in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The initial annual assessment for an improved Lot shall be prorated for the remainder of the calendar year in which the improvements were begun if begun after January 1. As provided in this document, the Board of Directors shall have the power to adjust assessments on consolidated Lots.

3.6 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the Lot owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot owners at least thirty (30) days in advance which shall set forth the purpose of the meeting.

3.7 CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

3.8 QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 6 AND 7. The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

3.9 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The annual assessments provided for herein shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. Declarant shall not be required to pay assessments on any lots owned by Declarant until Declarant has transfer two-thirds of the lots to third parties.

3.10 DUTIES OF THE BOARD OF DIRECTORS. Prior to December 31 st of each year, but no earlier than October 1 st, the Board of Directors of the Association shall fix the amount of the annual assessment against

each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept by the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3.11 EFFECT OF NON-PAYMENT OF ASSESSMENTS: THE LIEN; REMEDIES OF THE ASSOCIATION. All past due and unpaid assessments shall bear interest at the rate of eighteen percent per annum or the maximum interest allowed by law from the date due until the date paid. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof. The Association shall be entitled to collect from each Owner the costs to the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice. If the Association retains an attorney to assist in the collection of an unpaid assessment, then that member's inspection of the attorney's books and records shall not be a "proper purpose" pursuant to the Texas Non-Profit Corporation Act. PLEASE NOTE THE NON-JUDICIAL FORECLOSURE AUTHORIZED FOR COLLECTION OF ASSESSMENTS AND FINES UNDER SECTION 8.05 OF THIS DECLARATION

3.12 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any valid purchase money or construction mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot, pursuant to such valid mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

3.13 TITLE TO COMMON FACILITIES. The Declarant may retain the legal title to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it will convey the Common Facilities to the Association, not later than two years after the filing of record of this Declaration. All amenities in the Common Facilities are subject to Declarant's final approval.

3.14 MEMBERS' EASEMENTS OF ENJOYMENTS. Subject to the provisions of Section 3.16 and 3.17 of this Article, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

3.15 EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat.

(b) the rights of the Association, once it has obtained legal title to the Common Facilities, as provided in Section 13 above, to do the following:

(1) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;

(2) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosures;

(3) to enter into one or more contracts or agreements for the maintenance or improvement of the common Facilities;

(4) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association or of this Declaration;

(5) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities; and

(6) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members not voting by class.

3.16 USE RESTRICTIONS AFFECTING COMMON FACILITIES AND ADJUNCT PROPERTIES.
The right of use of the Common Facilities shall be strictly subject to the following:

- (a) *No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Facilities) shall be operated in a reckless or unsafe manner or by any person not issued a valid drivers licence on any part of the drainage easements, streets, sidewalks or other Common Facilities owned by the Association or Declarant. The drainage easements shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors of the Association and the Association may prohibit or limit the uses of areas of use of any portion of the Common Facilities.*
- (b) *No planting or gardening by Owners shall be permitted within the Common Facilities and no fences, hedges or walls or other obstructions shall be erected or maintained upon or over the Common Facilities, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the Association.*
- (c) *No building or other structure of any type, including recreational structures, shall be built, placed or maintained on the Common Facilities except those constructed or placed, or permitted to be constructed or placed, by Declarant or the Board of Directors of the Association.*
- (d) *The Association is empowered to establish additional use regulations relating to the Common Facilities as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.*

ARTICLE 4
ARCHITECTURAL CONTROL COMMITTEE

4.1 COMPOSITION *There is hereby created an Architectural Control Committee, initially composed of Charles D. Ray, Jerry L. Hudgeons and James M. Holbrook to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ACC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, then in such event the Board of Directors of the Association may appoint the members of the ACC.*

4.2 POWER AND AUTHORITY. *The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant, condition or restriction herein. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts or omissions hereunder. In the event of non-compliance with this Declaration, the Architectural Control Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all amounts reasonably expended in the performance of their responsibilities. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association.*

4.3 PROCEDURE. *No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials for such building, fence or other structure and showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submitted, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants.*

4.4 **DISCRETION.** It is the express intention of Declarant that the Architectural Control Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Control Committee in this instrument shall be subject to, but not incompatible with the purpose of this Declaration as set forth in Article 1 above.

4.5 **SEPARATE ACTIONS.** Each action of the Committee pursuant to this Article shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final and binding, and there shall be no review of any actions of the Committee.

4.6 **DURATION.** The Architectural Control Committee shall be duly constituted for the entire period of duration of this Declaration.

Article 5 LAND USE REGULATIONS

5.1 **RESIDENTIAL PURPOSES ONLY.** All land included within the Existing Property shall be used for "residential purposes" only, and for the construction of private single-family residences or as part of the Common Facilities. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

5.2 **RESERVED For Future**

5.3 **STORAGE OF BUILDING MATERIALS.** Building materials placed on Lots prior to commencement of improvements must be kept in a neat, clean and orderly condition. No materials may be placed with in the right of way of or on the street or between the street and the property line.

5.4 **BUILDING MATERIALS.** The exterior walls of all residential buildings, and the lower story of all two-story residential buildings, shall be constructed of new materials and with masonry, rock, stucco, brick, or brick or masonry veneer so as to comprise fifty percent or more of the total exterior wall area or as is determined by the ACC. Window and door openings shall be included as masonry. No residence shall be moved onto any lot. The relocation or reconstruction of a structure of historic quality and integrity, may be used as an accessory building. Trailers, trailer houses, mobile, modular, pre-manufactured and or industrial built homes shall not be used as a dwelling, nor stored on any tract. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those materials, types and colors of bricks approved by the Architectural Control Committee.

5.5 **ROOFING MATERIALS.** The Architectural Control Committee shall have the discretion to approve all roof materials and roof treatments, in its sole discretion. Provided however the main roof surfaces of all structures shall be a minimum of six (6) to twelve (12) pitch. The use of asphalt rolled roofing or corrugated metal roofing is prohibited. A minimum of roof weight for composition shingles shall be two hundred forty pounds or more per one hundred square feet and must be architecturally dimensioned.

5.6 **FENCES.** No fence or wall or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot, unless otherwise approved in writing by the Architectural Control Committee. No lot owner shall remove, alter, gate or modify any exterior boundary fence that borders the subdivision and the exterior boundary fence is the property of the Home Owners Association. No exterior boundary fence may be modified to grant access from or to adjacent easements or properties other than through dedicated streets and roads as set out in the plat.

(a) Fences constructed on any Lot in this subdivision shall be of new material except used stone and brick may be used and not to exceed eight feet in height.

(b) The Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

(c) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of lot lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended lot lines into the street. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

5.7 **DRIVEWAYS AND SIDEWALKS.** Driveways, entry walks and sidewalks on each residential Lot must be paved with all weather materials approved by the ACC. Any finish or material for driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Control Committee.

5.8 **TEMPORARY STRUCTURES.** No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which wheels have been left attached. Sales offices and construction offices used by the Declarant or Builder Members are permitted but are subject to ACC approval as to number, type, location and ultimate use.

5.9 **RESTRICTIONS ON LOTS.** All Lots in the subdivision shall be used for residential purposes or as part of the Common Area. No residential building shall have incomplete exterior, brickwork or painting, or landscape, for more than six (6) months after construction has commenced. Temporary use may be made of a Living Unit for a Builder Member's sales office, which shall be permitted until such Living Unit is sold, not to exceed thirty-six (36) months in total from time of completion, provided such use is approved in writing by Declarant.

5.10 **MAXIMUM HEIGHT.** No building or structure erected, altered or placed on, within or in the Properties shall exceed forty-five feet (45') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two (2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with. This maximum height restriction may be waived by the ACC upon proper application.

5.11 **MINIMUM AREA.** The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space of 2050 square feet or as determined by the ACC, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area.

5.12 **BUILDING SETBACKS.** Unless otherwise approved by the Architectural Control Committee, the minimum front set back measured from the street right of way line shall be seventy five feet (75'). No closer than fifty feet (50') from the back property line of the lot and no closer than twenty feet (20') from each side lot line for all structures. No corner lot shall have two front lot lines but the owner may face his residence in either direction as approved by the ACC. All non-resident buildings built on the property must be erected at the rear of the residence and in no event closer than eighty feet (80') of the front property line nor closer than thirty feet (30') to the side or back property line. Placement of any animal shelters shall be to the rear of the residence and no nearer than seventy-five feet (75') from any side or rear property line. To the extent that any of these covenants, restrictions or conditions conflict with any previously recorded covenants, conditions, or restrictions, these shall prevail over the previously recorded materials. Each lot is subject to utility easements for water, electricity, cable television, telephone, garbage pickup or any other general purpose for services to the subdivision as a whole, that may be set out on the plat approved by Kerr County.

5.13 **LOT CONSOLIDATION.** Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein. Upon consolidation the lot shall be considered as one lot for voting purposes. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinance or regulation. On application by an Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots which are not consolidated.

5.14 **OUTBUILDING REQUIREMENTS.** Every outbuilding shall be approved in size and structure prior to construction and shall include structures such as detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, and they shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The Architectural Control committee shall have the right to allow a barn or animal structure shelter so long as it complies with the general nature of the structures located on the lot and in the subdivision.

5.15 **SIGNS.** No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale or rent. Signs used by the developer or builders to advertise Lots or homes within the Properties

during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or the seller's agent. The Architectural Control Committee shall have control over all the wording, design, appearance, size, quantity, and location of all signs. Except for sale or rental signs adhering to the standards of the first sentence of this Article, all signs within the Properties shall be subject to the prior written approval of the ACC.

5.16 LOT MAINTENANCE. Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, or the Association, may without liability to Owner or any occupants, but without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and for reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced as fully as if it were an unpaid annual or special assessment.

5.17 LANDSCAPING. All yards must be maintained with grass or landscaping in a neat and well mown condition, free of unsightly weeds and overgrowth. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard. No trees larger than eighteen inches (18") in diameter may be removed without written ACC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTIES.

5.18 SEWAGE SYSTEMS. All sewage disposal systems shall comply with all applicable rules, regulations, county, state and federal laws and each owner shall be required to obtain all permits on any Lot, including, but not limited to state approved septic systems.

5.19 VEHICLES. No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or any truck larger than a three-quarter (3/4) ton pick-up shall be kept, parked, stored or maintained on any portion of the lot in front of the permanent residence; nor shall a wrecked, junked or wholly inoperable vehicle be kept, parked, stored or maintained on any portion of the lot in front of the permanent structure nor shall they be kept, parked, stored or maintained on other portions of the Lot for a period more than twenty-four (24) hours, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots and streets. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No buses, vans or trucks having a carrying capacity in excess of one ton or designed for commercial purposes shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

5.20 GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Properties.

5.21 ANIMALS. No animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Properties for commercial purposes, except that common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraints or a basket, cage, or other container. No swine of any kind are permitted. No horse may be kept on the Lot if the Lot is less than three acres in size. No animal of any kind may be kept on any lot, if in the sole discretion of the Board of Directors of the Home Owners Association, such animal or animals become a nuisance, threat or otherwise objectionable to other owners and any animals not mentioned must be approved by the Board of Directors of the Home Owners Association.

5.22 OIL AND MINING OPERATIONS No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil, gas or fluids may be maintained on any Lots above the surface of the ground, EXCEPT, an LPG or butane storage tank may be used for supply to the residence located upon the lot..

5.23 **COMMUNICATIONS ANTENNAE.** No radio, citizen band or otherwise, or television aerial wires or antennae shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. No microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street, any Rights-of-Way or other Parcels or portions thereof, and must be approved by the Architectural Control Committee before erection.

5.24 **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5.25 **ADVERSE CONDITIONS.** No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another residence or structure located on an adjacent lot or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners or residents.

5.26 **EXTERIOR LIGHTING.** No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

5.27 **EXTERIOR NOISE.** No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

5.28 **ATHLETIC FACILITIES.** Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee. The Architectural Control Committee shall have the authority to establish guidelines for the placement and design of athletic facilities or equipment not otherwise located within the residence.

5.29 **ADDITIONAL LAND USE REGULATIONS.** The Association is empowered to establish additional land use regulations relating to the Existing Property, both on Lots and the Common Facilities (including subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

Article 6 EASEMENTS

6.1 **EASEMENTS.** Easements for installation, replacement and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

6.2 **SUBDIVISION WALLS AND FENCES.** An easement for construction, reconstruction, repair, and maintenance of any subdivision fence, entry wall, monument, or sign, now or hereafter erected on a Lot, is hereby reserved to Declarant and the Association upon and across each such Lot. No Owner of a Lot on which a subdivision entry wall, monument, or sign is placed shall do or permit any act which damages, defaces, or alters such wall, monument or sign or obscures the same from view of any adjoining street. Any vegetation growing outside of a subdivision entry wall which borders the rear of any lot in THE HOMESTEAD @ TURTLE CREEK shall be maintained by the Association. Vegetation growing between the subdivision entry wall and the adjoining street along the side of any corner lot shall be maintained by the Lot Owner in a neat, orderly and trimmed condition, failing which, Declarant and/or the Association may enter on the Lot for such purposes and at the expense of the Owner.

6.3 **MAINTENANCE AND ACCESS EASEMENTS.** There is hereby created in favor of all easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, cable television and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof.

6.4 **WAIVER OF LIABILITY.** Neither the utility, Declarant nor the Architectural Control Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under, or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

6.5 **DRAINAGE EASEMENTS.** Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner may:

(a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee;

(c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

(f) deviate from the requirements of this section without the express written approval of the Architectural Control Committee.

6.6 **COMPLIANCE BY OWNER.** The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

6.7 **ELECTRIC, WATER, TELEPHONE, CABLE TELEVISION FOR RESIDENTIAL USE.** PLEASE NOTE THE EASEMENTS SET OUT ON THE PLAT. Generally the easements shall be thirty feet in width running from the back property line and or the front property line. The utilities, including but not limited to, electric, water, telephone, and cable television shall have both underground and overhead systems in the Homestead @ Turtle Creek. On the underground system, the easement will use thirty feet. The underground system will be installed parallel to and ten feet from one side of the easement, and the utility will use the remainder of the easement for access. No fences will be permitted within the easement that would prevent access to the system by the utility. The overhead system shall require at least twenty five feet in width with additional guying rights extending from the easement area as needed. Any fences over or under the overhead easement shall have gates of at least twelve feet in width for access at both ends and may not be locked to deny access by the utility. All utilities, public or private, shall be held harmless from any and all damages caused by the utility in the repair, maintenance and replacement of the utility's equipment, improvements, lines and surface of the utility easement. All utilities located on and within each lot shall be underground, except for the electric power company's overhead service drops for lots 1 through 9. The lot owner shall be responsible for the installation and maintenance of all facilities past the point of common connection. The point of connection (metering point) for water and electric service shall be within ten (10) feet of the front lot line at a location designated by the water or power company, except for lots 1 through 9, which shall be at the rear of each lot. The metering point for lots 1 through 9 shall be located at meter or on a meter pole, set by the water or electric power company, within ten (10) feet of the rear lot property line.

Article 7 ANNEXATION AND AMENDMENTS

7.1 **ADDITION TO EXISTING PROPERTY.** Additional lands may become subject to this Declaration in the following manners:

(a) **Additions by Declarant.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within ten (10) years from the date of this instrument. Declarant, its successors and assigns, shall not be bound to make any additions to the Existing Property. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to the additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. The document may contain different classes of membership and/or land uses. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Existing Property.

(b) **Other Additions.** The owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written submission thereof to the Association together with the following:

(1) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

(2) The proponent shall describe the nature and extent of common facilities to be located on the proposed property and fully describe any mortgage debt related to the common facilities or other debt which he seeks the Association to assume;

(3) The proponent shall state that the proposed additions if made will be subjected to the general scheme of this Declaration and all Association assessments.

Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two-thirds (2/3) approval of the total votes of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.

7.2 **DURATION.** This Declaration shall remain in force and effect until January 1, 2014, at which time, and each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten years unless the Owners of seventy-five percents (75%) of the Lots shall file a written agreement to abandon same.

7.3 **AMENDMENT BY DECLARANT.** Declarant reserves the right in its sole discretion to amend, alter, delete, or remove these restrictions without the consent of Owners so long as Class B membership exists, where such amendment, alteration, deletion or removal is in the best interests of the Owners, as determined by Declarant in its sole discretion. The sole restriction on Declarant's ability to amend the Declaration in this fashion is that the amendment must not be illegal or against public policy.

7.4 **AMENDMENT BY OWNERS.** This Declaration may be amended by written instrument executed by the Owners of seventy-five percent (75%) or more of the Lots, provided that no amendment prior to January 1, 2014, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of KERR County, Texas.

Article 8 ENFORCEMENT

8.1 **BREACH BY OWNER.** The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; 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 made the subject of an action for injunctive relief and/or 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.

8.2 **REMEDIES.** In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or Rules and Regulations promulgated by the Board of Directors, by an Owner, his family, guests, lessees or licensees shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the

remedies provided in (d) below), to avail itself of any one or more of the following remedies:

- (a) The imposition of a special charge not to exceed Two Hundred (\$200.00) Dollars per violation, or
- (b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or
- (c) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or
- (d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

8.3 **WRITTEN NOTICE.** Before the Board invokes the remedies provided in subparagraphs (a), (b), (c), and (d) above, it shall give written notice of such alleged violation to Owner, and shall provide the Owner the opportunity to respond. If, after the response, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

8.4 **LIEN AGAINST OWNER.** All charges assessed against an Owner pursuant to this Article shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.

8.5 **FORECLOSURE OF ASSESSMENT LIENS.** In order to secure the payment of the assessments, charges, expenses and other fines or fees levied or charged by the Home Owners Association or any other lawful governing body, each Owner of a lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association contractual lien on such tract which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code and any successor statute or amendment thereof; and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Kerr County, Texas. In the event that the Association has determined to Non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice to foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract or lot to the highest bidder for cash by General Warranty Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any owner of any charge or fee or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 8.05 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, may take action without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Kerr County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Please read additional remedies available to Association set out under Article 3 above including notice, denial of use and lien subordination to purchase money lenders.

Article 9
MISCELLANEOUS

9.1 **TITLES.** The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

9.2 **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN KERR COUNTY, TEXAS. AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUCT THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITTH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN KERR COUNTY, TEXAS.

9.3 **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

9.4 **OMISSIONS.** If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

9.5 **GENDER AND GRAMMAR.** The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

9.6 **ADDITIONAL INFORMATION.** Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ACC, the Association or the Declarant. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations as an Owner.

9.7 **NOTICE.** Any notice, report, demand or other instrument authorized or required to be given or furnished shall be in writing and shall be given or furnished when addressed to the party intended to receive the same and delivered at such address, or two (2) days after same is deposited in the United States mail by first class mail, certified with return receipt requested.

EXECUTED effective the 15 day of October, 1996.

CRYSTAL LAND COMPANY L.L.C.
a Texas limited liability Company

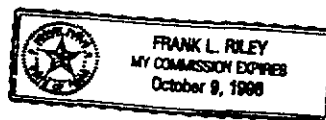
By: Charles D. Ray
Charles D. Ray, Manager

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 17th day of Oct., 1996, by Charles D. Ray, Manager of CRYSTAL LAND COMPANY, L.L.C., on behalf of said company.

Frank L. Riley
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Crystal Land Company, L.L.C.
C/O James M. Holbrook
211 Earl Garrett
Kerrville, Texas 78028



Filed by: -
KERR COUNTY ABSTRACT CO., INC.

Provisions herein which restrict the sale, rental or use of the described property
because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS)
COUNTY OF KERR)

I hereby certify that this instrument was FILED in File Number Sequence on the
day and at the time stamped herein by me and was duly RECORDED in the
Official Public Records of Real Property of Kerr County, Texas on

OCT 18 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL

Real Property
872 PG *359*

RECORDING DATE

OCT 18 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE

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AMENDMENT OF RESTRICTIONS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF KERR §

- A. By Declaration (the "Declaration") dated March 12, 1996 and recorded in Volume 841, Page 39, et seq., of the Real Property Records of Kerr County, Texas, certain property situated in Kerr County, Texas, which is more particularly described therein, was made subject to certain restrictions as therein provided.
- B. The Declaration was executed and recorded by Crystal Land Company, LLC ("Crystal") and Crystal is defined as the Declarant in the Declaration.
- C. The Declaration provides that 65% of the then owners of the tract therein specified may amend the Declaration and record the amendment. Crystal owned more than 65% of said tract at the time of the Amended Declaration (hereinafter defined).
- D. By instrument ("Amended Declaration") entitled Declaration of Covenants, Conditions and Restrictions for The Homestead @ Turtle Creek dated October 15, 1996, and recorded in Volume 872, Page 359, Real Property Records, Kerr County, Texas, Crystal set forth certain restrictions as to the property therein described and intended to amend the Declaration in its entirety.

NOW, THEREFORE, Crystal, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and as an inducement to subsequent purchasers of the property, encumbered by the Declaration and the Amended Declaration, who are and will rely upon this document when acquiring the property encumbered by the Declaration and the Amended Declaration, have this day and do by these presents hereby confirm, state and declare that the Amended Declaration amends the Declaration in its entirety, and that the Amended Declaration shall control.

Further, JERRY HUGGENS hereby named as a member of the Architectural Control Committee to fill the vacancy of James M. Holbrook.

IN WITNESS WHEREOF, this documents has been duly executed on this 13 day of DECEMBER, 1999.

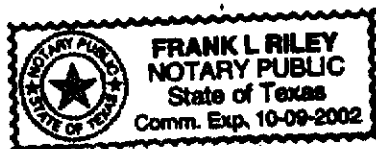
CRYSTAL LAND, LLC

By: Charles D. Ray
Name: CHARLES D. RAY
Title: MANAGER

STATE OF TEXAS §
MIDLAND
COUNTY OF KERR §

VOL. 1046 PAGE 460

The foregoing instrument was acknowledged before the undersigned on the 13th day of DECEMBER, 1999, by CHARLES D. RAY in their stated capacity on behalf of CRYSTAL LAND, LLC.



Frank L. Riley
Notary Public, State of Texas

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS)
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

RECORD

VOL

David Jackson
1046 PG 489
RECORDING DATE

JAN 13 2000



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

JAN 13 2000



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

FILED FOR RECORD
at 4:15 o'clock P.M.

JAN 12 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jodi Behrens Deputy

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✓ Filed By + Return To:
David Jackson
820 main St. #100
Kerrville, TX 78028

AMENDMENTS TO THE "DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
HOMESTEAD @ TURTLE CREEK"
DATED OCTOBER 13, 1996, RECORDED
IN VOLUME 872, PAGE 359, OF THE
REAL PROPERTY RECORDS OF
KERR COUNTY, TEXAS

WHEREAS, CRYSTAL LAND COMPANY, LLC, a Texas Limited Liability Company, "Declarant" acting herein by and through its, Manager, Charles D. Ray, desires to exercise the right reserved to it in Article 7, paragraph 7.3 of the "Declarations of Covenants, Conditions and Restrictions for the Homestead @ Turtle Creek", hereinafter referred to as "Covenants", to amend and alter said Covenants; and,

WHEREAS, according to the records of Declarant, Class B Membership now exists; and

WHEREAS, the superseders, amendments and supplements hereinafter set out are in the interests of the owners described in said Covenants, as so determined by Declarant in its sole discretion:

NOW, THEREFORE, the following superseders, supplements and amendments are made to said Covenants:

Article 2
DEFINITIONS

Paragraph (i) is entirely replaced and superseded by the following:

- (i) "Living Unit" shall mean and refer to a single-family residence and its attached or detached garage situated upon a Lot. No home is to be constructed in the Subdivision without either an attached or detached completely enclosed two-car garage. Garage shall be located so that the vehicular entrance shall not face the street upon which the front entrance to the main house is located.

Article 3
HOMEOWNER ASSOCIATION AND ASSESSMENTS:

Paragraph 3.7 is entirely replaced and superseded by the following:

- 3.7 CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.
Subject to the limitations stated above, the annual assessment may be adjusted by the majority vote of the Board of Directors but shall not be increased by more than 20% above that of the previous year without a majority vote of the membership until the annual assessment reaches \$300.00 per year. At that time, the annual assessment may not be increased by more than 10% above that of the previous year without a majority vote of the membership.

Article 5
LAND USE REGULATIONS

Paragraph 5.1 is supplemented to include the following:

5.1 Time-share or rental of single-family residences in this Subdivision is not permissible.

5.5 ROOFING MATERIALS. Paragraph 5.5 is supplemented to include the following: A standing seam metal roof is acceptable with the approval of the Architectural Control Committee; however, a galvanized or "Galvalume" roof is not acceptable. All roofing material types and colors must be approved by the Architectural Control Committee in order to assure compatibility with existing structures.

5-51

5.6 FENCES. Paragraph 5.6 is amended to change the words "main structure" to "main living unit" where these words appear and is supplemented to provide that metal fences utilizing vertical steel posts and galvanized wire are not acceptable for the Subdivision. Hurricane fence construction is not acceptable.

5.11 MINIMUM AREA. Paragraph 5.11 is amended to provide that the area of living space shall be 2400 square feet rather than 2050 square feet.

5.14 OUTBUILDING REQUIREMENTS. Paragraph 5.14 is supplemented to provide that all outbuildings shall be located on Lot such that vehicular entrance doors and other entrances larger than a personnel door (3.0') in width shall not face the street upon which the front entrance to the main house is located.

All provisions of said Covenants as modified by these superseders, supplements and amendments are confirmed in full force and effect.

Executed this 9th day of October, 2000.

RECORDER'S NOTE
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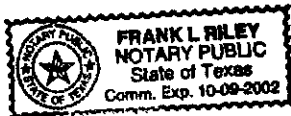
CRYSTAL LAND COMPANY, L.L.C.
a Texas Limited Liability

by Charles D. Ray
Charles D. Ray, Manager

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me on the 9th day of October, 2000,
by Charles D. Ray, Manager of CRYSTAL LAND COMPANY, L.L.C. on behalf of said
company.



Frank L. Riley
Notary Public
State of Texas

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

OCT 18 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 1089 PG 707
RECORDING DATE

OCT 18 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Filed By:
+ Return Neil Richardson
TO: 533 Saddle Creek
Kerrville TX
79028

FILED FOR RECORD
at 1:55 a'clock P.M.

OCT 17 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
John B. ... Deputy

**SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION
DATED OCTOBER 13, 1996,
AND RECORDED IN VOLUME 872, PAGE 359
OF THE REAL PROPERTY RECORDS
OF KERR COUNTY, TEXAS,
THE FIRST AMENDMENT BEING DATED OCTOBER 9, 2000,
AND BEING RECORDED IN VOLUME 1089, PAGE 0707
OF THE REAL PROPERTY RECORDS
OF KERR COUNTY, TEXAS**

WHEREAS, at a duly called meeting of The Homestead @ Turtle Creek Homeowners Association (the "Association"), the following amendments were made to the Declaration of Covenants, Conditions and Restrictions of the Association (the "Covenants") dated October 13, 1996, with all requisite corporate formality; and

WHEREAS, according to the records of the Association, only one (1) class of membership now exists in the Association, being Class A Membership;

NOW, THEREFORE, the following amendments are made to the Covenants:

ARTICLE 3

1. Paragraph 3.6 is entirely replaced and superceded by the following:

3.6 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement. The funds from any such Special Assessment may be usable in the year of the Special Assessment or in future years. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose. The purpose of the meeting shall be set forth in the notice of the meeting.

2. Paragraph 3.9 is entirely replaced and superceded by the following:

3.9 COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall be presented (and approved if required) at the annual meeting. Such assessment shall be due and payable on January 1 and shall be delinquent on February 1.

ARTICLE 4

Paragraph 4.3 is entirely replaced and superceded by the following:

4.3 PROCEDURE. No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials for such building, fence or other structure and showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation.

The plans and specifications shall include:

- (a) an engineered foundation plan designed by a professional engineer licensed in the State of Texas;
- (b) an entrance roadway to the construction site (including culvert, if needed) which shall be installed prior to the commencement of construction. Such entrance roadway shall be used by the contractor, subcontractors and all vendors for ingress, egress and delivery of equipment, materials and other supplies to the construction site;
- (c) a drainage plan for proper drainage of the property. In addition to the approval of the Architectural Control Committee, as herein provided, such plan shall also require the approval of the Road Committee chairman; and
- (d) a written agreement between the Lot Owner and the Association providing for the Lot Owner to be responsible to the Association for any damage to the Association's roadways or other property resulting from the construction activity on the Lot Owner's lot.

Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require

("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submitted, the Submitted Plans will be deemed to have been approved, but such deemed approval shall not permit a violation of any of the terms of these covenants.

ARTICLE 5

Paragraph 5.23 is entirely replaced and superceded by the following:

5.23 COMMUNICATIONS ANTENNAE. No radio, citizen band or otherwise, or television aerial wires or antennae shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. Satellite dishes smaller than 24 inches in diameter that are attached to the Living Unit are permitted. No other microwave or satellite dishes, antennae, receivers or transmitters shall be placed on any Lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street, any Rights-of-Way or other Parcels or portions thereof, and must be approved by the Architectural Control Committee before erection.

ARTICLE 7

1. Paragraph 7.2 is entirely replaced and superceded by the following:

7.2 DURATION. This Declaration shall remain in force and effect until January 1, 2014, at which time, and each tenth (10th) anniversary thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless the Owners of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Lots shall file a written agreement to abandon same.

2. Paragraph 7.4 is entirely replaced and superceded by the following:

7.4 AMENDMENT BY OWNERS. These Covenants may be amended by the affirmative vote of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Lot Owners at a special or annual meeting of the Association for which the notice of meeting includes this purpose of meeting, provided that no amendment prior to January 1, 2014, shall be

effective until approved and executed by Declarant and filed
of record in the Official Public Records of Real Property of
Kerr County, Texas.

All provisions of said Covenants as amended by the First Amendment and this
Second Ammendment are confirmed in full force and effect.

SIGNED this 17 day of November, 2004.

**THE HOMESTEAD @ TURTLE CREEK
HOMEOWNERS ASSOCIATION**

FILED FOR RECORD
at 10:55 o'clock A.M. NOV 17 2004

NOV 17 2004

JANNETT PIEPER

Clerk County Court, Kerr County, Texas
Seal

By: Ray A. Plummer

Name: Ray A. Plummer
President

ACKNOWLEDGMENT

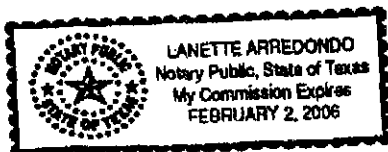
Approved by Crystal Land Company, L.L.C. this 13th day of October, 2004.

Charles D. Ray
CHARLES D. RAY
Manager

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 17 day of
November, 2004 by Ray A. Plummer, President of the Homestead
@ Turtle Creek Homeowners Association.



Lanette Arredondo
Notary Public
State of Texas

Return
To:

Homestead HOA ✓
P.O. Box 290991
Kerrville, Tx. 78029

VOL. 1396 PAGE 0550

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

NOV 18 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD

VOL.

Real Property
1396 PG *546*

RECORDING DATE

NOV 18 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

**THIRD AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION
DATED OCTOBER 13, 1996,
AND RECORDED IN VOLUME 872, PAGE 359
OF THE REAL PROPERTY RECORDS
OF KERR COUNTY, TEXAS,
THE FIRST AMENDMENT BEING DATED OCTOBER 9, 2000,
AND BEING RECORDED IN VOLUME 1089, PAGE 0707
OF THE REAL PROPERTY RECORDS
OF KERR COUNTY, TEXAS
THE SECOND AMENDMENT BEING DATED NOVEMBER 17, 2004
AND BEING RECORDED IN VOLUME 1396, PAGE 0546
OF THE REAL PROPERTY RECORDS
OF KERR COUNTY, TEXAS**

WHEREAS, at a duly called meeting of The Homestead @ Turtle Creek Homeowners Association (the "Association"), the following amendments were made to the Declaration of Covenants, Conditions and Restrictions of the Association (the "Covenants") dated October 13, 1996, with all requisite corporate formality; and

WHEREAS, according to the records of the Association, only one (1) class of membership now exists in the Association, being Class A Membership;

NOW, THEREFORE, the following amendments are made to the Covenants:

ARTICLE 5

Paragraph 5.22 is entirely replaced and superceded by the following:

- 5.22 OIL AND MINING OPERATIONS AND STORAGE OF PETROLIUM PRODUCTS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil, gas, or fluids may be maintained on any Lot above the surface of the ground.

Liquefied Petroleum Gas (such as propane) service to residences is allowed to the extent the service is permitted by applicable governmental entities. Each installation must be approved by the Architectural Control Committee and shall comply in all respects to the codes and requirements of all applicable governmental authorities as it relates to distance from structures, distance to property and/or setback lines, distance to electric service or lines, or any other requirements. LPG storage tanks installed after January 1, 2006 must be buried below the surface of the ground. LPG storage tanks installed before January 1, 2006 above the surface of the ground must be completely and attractively concealed from view from all other lots and common areas.

All provisions of said Covenants as amended by the First Amendment, Second Amendment, and this Third Amendment are confirmed in full force and effect.

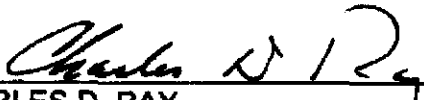
SIGNED this 22nd day of November, 2005.

**THE HOMESTEAD @ TURTLE CREEK
HOMEOWNERS ASSOCIATION**

By: J. S. Saunders
J. S. Saunders
President

ACKNOWLEDGMENT

Approved by Crystal Land Company, L.L.C. this 21st day of September, 2005.

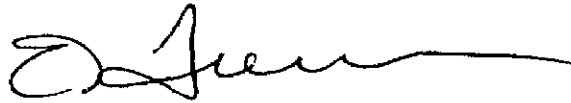


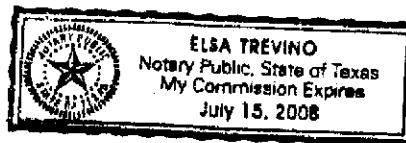
CHARLES D. RAY
Manager

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 22nd day of NOV, 2005 by J. S. Saunders, President of the Homestead @ Turtle Creek Homeowners Association.





FILED FOR RECORD
at 11:55 o'clock.....A..M

NOV 22 2005

JANNETT PIEPER
 Clerk County Court, Kerr County, Texas
Deputy

Return to:
✓ The Homestead @ Turtle Creek
P.O. Box 290991
Kerrville TX 78029

Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Records of Real Property of Kerr County, Texas on

NOV 23 2005



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1484 PG 405
RECORDING DATE

NOV 23 2005



Janet Piper
COUNTY CLERK, KERR COUNTY, TEXAS

**AMENDED AND RESTATED
BYLAWS
OF
THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

Section 1.01. The name of the corporation is THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION. The principal offices and facilities of the corporation shall be specified by the directors, but meetings of members and directors may be held at such places within Kerr County, Texas, as may be designated by the Board of Directors.

Section 1.02. The corporation shall maintain a registered office, and a registered agent in Texas as required by the Texas Non-Profit Corporation Act. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered agent and the address of the registered office from time to time.

**ARTICLE II
DEFINITIONS**

Section 2.01. The terms used in these Bylaws shall be as defined herein and in that certain Declaration of Covenants, Conditions, and Restrictions as amended ("Covenants"), applicable to The Homestead @ Turtle Creek therein described recorded in Volume 872, Page 359, Real Property Records of Kerr County, Texas, and as the same may be amended from time to time. The terms and provisions of the Covenants are incorporated herein by this reference and made a part hereof for all purposes unless a different meaning of intent clearly appears from the context hereof.

Section 2.02. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations, or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

**ARTICLE III
MEMBERSHIP**

Section 3.01. Every person or entity who or which is now or hereafter becomes an Owner shall automatically be a member of the corporation, subject to the terms and provisions of the Covenants, including without limitation the obligation to pay assessments, as therein provided. Membership shall be appurtenant to and not be separated from ownership of any tract, parcel or lot in The Homestead @ Turtle Creek as defined in the Covenants.

Section 3.02. Since the requirements for converting class B membership into Class A membership have been met prior to the date of these Amended Bylaws, the corporation shall now have one (1) class of voting membership. Each member shall be entitled to one (1) vote for each lot in which such member holds the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the one vote for such lot shall be exercised as they, among themselves, determine.

Section 3.03. The rights of membership are subject to the payment of assessments levied by the corporation, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each lot against which such assessments are made as provided by the Covenants.

Section 3.04. The corporation owns all real and personal property, including all improvements located on the property, acquired by the corporation. A member has no interest in specific property of the corporation. Each member waives the right to require partition of all or part of the corporation's property.

Section 3.05. To assist the association, a member involved in a transaction which will result in a change in membership (such as the sale of a residence), will furnish the association with the names and addresses of the parties involved, the nature of the transaction, the lot or lots involved, filed copies of the documents reflecting the transaction, and such other information as the association may reasonably request.

ARTICLE IV INDEMNIFICATION

Section 4.01. The corporation will indemnify a director, officer, member, committee member, employee, or agent of the corporation who was, is, or may be named defendant or respondent in any proceeding as a result of their actions or omissions within the scope of their official capacity in the corporation. For the purposes of this article, an agent includes one who is or was serving at the corporation's request as a director, officer, partner, proprietor, trustee, partnership, sole proprietorship, or other enterprise.

Section 4.02. The corporation will indemnify a person only if they acted in good faith and reasonably believed that their conduct was in the corporation's best interest. In case of a criminal proceeding, the person may be indemnified only if they had no reasonable cause to believe that the conduct was unlawful. The corporation will not indemnify a person who is found liable to the corporation or is found liable to another on the basis of improperly receiving a personal benefit from the corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the corporation.

Section 4.03. If the corporation has not fully indemnified a person, the court in the proceeding in which any claim against such person has been asserted, or any court having the requisite jurisdiction of an action instituted by such person on their claim for indemnity, may assess indemnity against the corporation, its receiver, or trustee, for the amount paid by such person in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the corporation), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by such person in connection therewith to the extent that the court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this section only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Section 4.04. The corporation will pay or reimburse expenses incurred by a director, officer, member, committee member, employee, or agent of the corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the corporation when the person is not a named defendant or respondent in the proceeding.

Section 4.05. In addition to the situations otherwise described in this Section, the corporation may indemnify a director, officer, member, committee member, employee, or agent of the corporation to the extent permitted by law. However the corporation will not indemnify any person in any situation in which indemnification is prohibited.

Section 4.06. The corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in paragraph 4.10 below, have been satisfied. Furthermore, the corporation will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in any proceeding brought by the corporation or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct against the corporation.

Section 4.07. The indemnity permitted under these Bylaws includes indemnity against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 4.08. Before the corporation may pay any indemnification expenses (including attorney's fees), the corporation must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 4.10 below. The corporation may make these determinations and decisions by majority vote of a quorum of directors, or by the vote of a majority of the members qualified to vote and present in person or represented by proxy at a regular or special meeting where a quorum is present.

Section 4.09. The corporation will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible.

Section 4.10. The corporation will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible. In addition to this determination, the corporation may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation will state that they have met the standard of conduct necessary for indemnification under these Bylaws. The written undertaking will provide for repayment of the amounts advanced by the corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.

Section 4.11. Any indemnification or advance of expenses will be reported in writing to the corporation's members. The report will be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to members of a consent to action without a meeting. In any case, the report will be sent within the 12-month period immediately following the date of the indemnification or advance.

Section 4.12. The corporation may purchase and maintain insurance, or make any other arrangements, on behalf of any person as permitted by Article 2.22A(R) of the Texas Nonprofit Corporation Act, whether or not the corporation has the power to indemnify that person against liability for any acts.

**ARTICLE V
BOARD OF DIRECTORS**

Section 5.01. The management and control of the affairs, activities and property of the corporation shall be vested in the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, by the Articles of Incorporation, by these Bylaws or by the Covenants prohibited. The power and authority of the Board of Directors shall include, but shall not be limited to, the power and authority to:

- (a) establish, levy and assess, and collect the assessments referred to herein and in the Covenants;
- (b) employ managers, independent contractors, or such other employees of the corporation as it may deem necessary, and to prescribe their duties;
- (c) exercise for the corporation all powers, duties and authority vested in or delegated to this corporation and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation of the corporation, or the Covenants.

Section 5.02. The Board of Directors' powers and duties shall be limited in that they shall not have the authority to spend more than 130% of the approved annual budget, or to acquire and pay for any capital additions to the common areas requiring any expenditures in excess of \$2,000 (exclusive of any insurance proceeds) without the prior approval of the majority of members present and voting in person or by proxy at a meeting at which a quorum is present. These limitations shall exclude any emergency repairs of the roads, streetlights, or common areas that the board deems necessary for the safety and security of the members and their property.

Section 5.03. The number of directors that shall constitute the whole Board shall be five (5). At the annual meeting held on November 15, 2003, the members elected one (1) director for a three (3) year term. At the annual meeting held on November 13, 2004, the members elected two (2) directors, each for three (3) year terms. At each annual meeting thereafter, the members shall elect directors, each for a term of three (3) years for each directorship expiring, to the end that at each annual meeting one or two directorships will expire and be filled by election. Each director shall hold office until replaced by a successor, and shall serve without compensation except for reimbursement for actual expenses incurred in the performance of their duties herein defined. A director may be elected to successive terms as director.

Section 5.04. Any director may resign at any time by giving written notice to the other directors. Any director may be removed from membership on the Board of Directors upon a vote of seventy-five (75%) of the members present and voting in person or by proxy at a meeting at which a quorum is present. If any vacancies occur on the Board of Directors, or any new directorship is created by any increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, may choose a successor or successors, or fill the newly created directorship, and the directors so chosen shall hold office for the unexpired term of their predecessor or, if there be no predecessor, until their successors shall be duly elected and qualified, unless sooner displaced.

Section 5.05. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

Section 5.06. Directors shall be elected by the members qualified to vote, as determined by the Board of Directors, at the annual meeting of the members. The vote of a majority of the members qualified to vote and present in person or represented by proxy at the meeting at which a quorum is present, shall be the act of the members meeting. Cumulative voting is expressly prohibited.

Section 5.07. The first meeting of each newly elected Board of Directors shall be held as soon as practicable following the annual meeting of the members.

Section 5.08. The Board of Directors of the corporation may hold meetings, both regular and special, any place in Kerr County, Texas.

Section 5.09. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the board.

Section 5.10. Special meetings of the Board of Directors may be called by the president on twenty-four (24) hours notice to each director, delivered either personally, by mail, or by other means. Special meetings shall be called by the president or secretary in like manner and on like notice upon the written request of two directors. Except as may be otherwise expressly provided by statute, or by the Articles of Incorporation or by these Bylaws, the purpose of any special meeting need not be specified in a notice or waiver of notice.

Section 5.11. At all meetings of the Board of Directors a majority for the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Articles of Incorporation, these Bylaws or the Covenants. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5.12. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the corporation.

Section 5.13. Nomination for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be from among members. No member shall be appointed or elected as a director unless that member resides in the subdivision more than ten (10) months per calendar year.

Section 5.14. Contracts or transactions between directors, officers, or members who have a financial interest in the matter are not void or voidable solely because the director, officer, or member is present at or participates in the meeting that authorizes the contract or transaction, or solely because the interested party's votes are counted for the purpose. However, every director with any personal interest in the transaction must disclose all material facts concerning the transaction, including all potential personal benefit and potential conflicts of interest, to the other members of the board or other group authorizing the transaction. The transaction must be approved by a majority of the uninterested directors or other group with the authority to authorize the transaction.

**ARTICLE VI
MEMBERS**

Section 6.01. The annual meeting of the members of the corporation for the election of directors shall be held in November of each year at a place and time as shall be designated by the Board of Directors. Special meetings of the members may be called by the president, the Board of Directors, or by members having not less than one-tenth (1/10th) of the votes of members entitled to be cast at such meeting.

Section 6.02. Written notice of the annual and any special meetings of the members stating the place, day and hour of the meeting shall be sent to each member entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of such meeting. Written notice of a special meeting shall include the purpose or purposes for which the meeting is called.

Section 6.03. The Board of Directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of members, as a record date for the determination of the members entitled to notice of, and to vote at, any such meeting, and any adjournment thereof. In such case only such members as shall be members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof.

Section 6.04. Sixty percent (60%) of the members qualified to vote and present in person or represented by proxy shall constitute a quorum at all meetings for the members for the transaction of business, except as may be otherwise provided by law, the Articles of Incorporation, or the Covenants. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in these Bylaws, and the required quorum at any such subsequent meeting shall be one-half (1/2) of that required at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. At any subsequent meeting as defined above, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting of the members, the vote of a majority of the members qualified to vote and present in person or represented by proxy shall decide any question properly brought before such meeting, unless a greater number is required by law, the Covenants, these Bylaws, or the Articles of Incorporation. No business may be transacted in the absence of a quorum, or upon the withdrawal of enough members to leave less than a quorum, other than to adjourn the meeting by the vote of a majority of the votes represented at the meeting.

Section 6.05. Each member's voting rights are subject to suspension in accordance with the provisions of the Covenants and these Bylaws.

Section 6.06. A member may vote in person or by proxy executed in writing by the member or by their duly authorized attorney in fact. A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy will not be effective for that meeting. No proxy shall be valid after three (3) months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable.

Section 6.07. Any action required by any statute to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of members. The original signed consents shall be placed in the corporate minute book and kept with the corporate records.

**ARTICLE VII
NOTICES**

Section 7.01. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any person, it shall not be construed to require personal notice but such notice may be given in writing, by mail, electronic facsimile, or email addressed to such person at such address as appears on the books of the corporation. If mailed, a notice is deemed delivered when deposited in the United States mail properly addressed with postage thereon paid. If given by an electronic facsimile, a confirmation fax receipt is required. If given by email, the notice is deemed delivered when it is successfully sent with no error message of non-delivery having been returned to the sender.

Section 7.02. Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 7.03. Attendance of any member or director at a meeting shall constitute a waiver of notice of such meeting, except where a director or member attends a meeting for the express purpose of objecting to the transactions of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE VIII
OFFICERS**

Section 8.01. The officers of the corporation shall be appointed by the directors and shall be a president (who shall at all times be a member of the Board of Directors), a vice president, a secretary and a treasurer. The Board of Directors may also appoint additionally vice presidents, and one or more assistant secretaries and assistant treasurers. The same person may hold two or more offices, except the same person shall not hold the offices of president and secretary. All officers shall be members of the association and no member shall be appointed or elected as an officer of the corporation unless that member resides in the subdivision more than ten (10) months per calendar year.

Section 8.02. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 8.03. The officers shall serve without compensation, except for reimbursement of actual expenses incurred in the performance of their duties herein defined, and shall be appointed at such time and in such manner and for such terms not exceeding one (1) year as determined by the Board of Directors from time to time. An officer may be elected to successive terms in the same office.

Section 8.04. The officers of the corporation shall hold office until they have been replaced by their successors. Any officers appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

Section 8.05. The president shall preside at all meetings of the Board of Directors. The president shall have the power to call special meetings of the directors, make and sign deeds, mortgages, contracts and agreements in the name of and on behalf of the corporation and shall generally do and perform all acts incident to the office of the president, all of which shall be subject to the direction and review of the Board of Directors. In addition to the power and duties of this Section 8.05, the president shall perform such other duties as the Board of Directors shall prescribe.

Section 8.06. The vice president shall, in the absence or disability of the president, perform the duties and exercise the power of the president. The vice president shall also generally assist the president and exercise such other powers and perform such other duties as are delegated by the president and as the Board of Directors shall prescribe.

Section 8.07. The secretary shall give all notices as provided in the Bylaws or as required by law, attend all meetings of the members and the Board of Directors, and record all proceedings of the meetings of the corporation in a book to be kept for that purpose. The secretary shall perform such other duties as may be prescribed by the Board of Directors or the president. The secretary shall keep in safe custody the seal for the corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by the secretary's signature or by the signature of the treasurer or an assistant secretary (the signature may be a facsimile). In general, the secretary shall perform all duties incident to the office of secretary and such other duties as may, from time to time be assigned by the Board of Directors or by the president.

Section 8.08. The assistant secretary, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. The assistant secretary shall perform such other duties and have such other powers as the Board of Directors or the president may from time to time prescribe.

Section 8.09. The treasurer shall be financial officer of the corporation; shall have charge and custody of and be responsible for all funds of the corporation and all securities owned by the corporation; shall keep full and accurate accounts of receipts and disbursements in books and records belonging to the corporation; and shall deposit all such funds and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designed by the Board of Directors. The treasurer shall keep a register of the mailing address of each member, director, officer, and employee of the corporation. In general, the treasurer shall perform all duties incident to the office of treasurer, and such other duties as from time to time may be assigned by the Board of Directors, or by the president. The treasurer shall render to the president and the Board of Directors, when the Board of Directors so requires, an account of all transactions made as treasurer and of the financial condition of the corporation. If required by the Board of Directors, the treasurer shall give the corporation a bond (which shall be renewed every six years) at the expense of the corporation in such sum and with such sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of this office and for the restoration to the corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the corporation.

Section 8.10. The assistant treasurer shall, unless otherwise determined by the Board of Directors, in the absence or disability of the treasurer, perform the duties and exercises the powers of the treasurer. The assistant treasurer shall perform such other duties and have such other powers as the Board of Directors or the president may from time to time prescribe. The assistant treasurer shall, if required by the Board of Directors, give the corporation such bond as provided in Section 8.09 for the treasurer.

ARTICLE IX COMMITTEES

Section 9.01. The Board of Directors of the corporation, by a majority vote, shall designate three (3) or more members to serve, at the pleasure of the Board of Directors, on the Architectural Control Committee. No more than one person shall be a concurrent member of both the Board of Directors and the Architectural Control Committee. The Board of Directors shall have the authority to replace, remove, or add committee members, as it shall deem advisable.

Section 9.02. The Nominating Committee shall consist of a chairman and two or more members of the corporation. The Board of Directors shall appoint the Nominating Committee at least sixty (60) days prior to each annual meeting of the members. The Board of Directors shall have the authority to replace, remove, or add committee members, as it shall deem advisable.

Section 9.03. The Board of Directors may, by resolution passed by the majority of the board, designate an Executive Committee, to consist of three (3) or more of the directors of the corporation. The Executive Committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law. The Executive Committee shall keep regular minutes of its proceedings and report on its proceedings to the Board of Directors when required. The minutes of the proceedings of the Executive Committee shall be placed in the minute book of the corporation.

Section 9.04. The president or the Board may designate one or more other committees, each to have the name, membership, duties and responsibilities designated by the president or the board. Such other committees shall consist of a chairman and other members, none of whom need be members of the board, except where otherwise directed at the time of the creation of any such committee. Committee members shall serve without compensation except for reimbursement of actual expenses incurred in the performance of their duties herein defined.

Section 9.05. Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the board. Each such committee shall keep regular minutes of their proceedings and all committees shall report to the Board of Directors when required. A majority of the members of any such committee shall constitute a quorum and questions shall be decided by a majority vote.

Section 9.06. Members of the committees shall hold office until their resignation or removal, or they are replaced by their successors. Vacancies in the membership of any committee for any reason shall be filled by the party designating and appointing members to such committee as herein provided.

ARTICLE X GENERAL

Section 10.01. Disbursements of corporate funds and all checks or demand for money and notes of the corporation shall be authorized by the Board of Directors and signed by one of the approved signatories of the corporation. The signatories shall obtain proper vouchers and receipts for all disbursements. All signatories shall be designated by the Board of Directors and may be members of the board, officers, or other members of the association with the exception that the treasurer and assistant treasurer may not be signatories of the corporation. The number of signatories should be kept to a minimum; however, there shall be at least two signatories on each account at all times.

Section 10.02. The corporation shall keep correct and complete books and records of account including but not limited to:

- (a) A copy of all documents filed with the Texas Secretary of State relating to the corporation, including but not limited to the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent;
- (b) A copy of all Bylaws and any amended versions or amendments to them;
- (c) A copy of all Covenants and any amended versions or amendments to them;

- (d) Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the board;
- (e) A list of the names and addresses of the members, directors, officers, and any committee members of the corporation;
- (f) A financial statement showing the corporation's assets, liabilities, and net worth at the end of the three most recent fiscal years,
- (g) A financial statement showing the corporation's income and expenses for the three most recent fiscal years;
- (h) All rulings, letters, and other documents relating to the corporation's federal, state, and local tax status,
- (i) The corporation's federal, state, and local tax information or income tax returns for each of the corporation's three most recent tax years.

Section 10.03. Any member of the corporation may inspect and receive copies of all the corporate books and records that are required to be kept under the Bylaws. Such a person may, by written request, inspect or receive copies if they have a proper purpose related to their interest in the corporation. The inspection may take place at a reasonable time, no later than ten (10) working days after the corporation receives a written request. The board may establish reasonable copying fees, which will cover the cost of materials and labor. The board, by unanimous vote, may refuse each request if they determine that the request is made for harassment and good cause for that belief is shown. The corporation will provide requested copies of the books or records no later than ten (10) working days after receiving a proper written request. The membership, by a majority vote of members present and voting in person or by proxy at a meeting at which a quorum is present, may refuse such a request if it is determined that the release would be harmful to the corporation.

Section 10.04. Any member may have an audit conducted of the corporation's books. That member shall bear the expense of the audit unless a majority of the members present and voting in person or by proxy at a meeting at which a quorum is present, authorize payment of audit expenses by the corporation. Those bearing the expense of the audit may select the accounting firm to conduct it. A member may not exercise these rights so as to subject the corporation to an audit more than once in any fiscal year.

Section 10.05. The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, State of Texas," and may have inscribed thereon the year of its organization. The appropriate officers shall cause such seal to be affixed to such documents as the Board of Directors may direct.

Section 10.06. The fiscal year of the corporation shall be as determined by the Board of Directors.

Section 10.07. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Articles of Incorporation shall be resolved in favor of the provisions set forth in the Articles of Incorporation. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Covenants shall be resolved in favor of the provisions set forth in the Covenants.

Section 10.08. The corporation may not make any loan to a director or officer of the corporation. A member, director, or officer, of the corporation may lend money to, and otherwise transact business with, the corporation except as otherwise provided by these Bylaws, the Articles of Incorporation, the Covenants, and applicable law. Such a person transacting business with the corporation has the same rights and obligations relating to those matters as other persons transacting business with the corporation. The corporation may not borrow money from, or otherwise transact business with, a member, director, or officer of the corporation unless the transaction is described in a legally binding instrument and is in the corporation's best interest. The corporation may not borrow money from, or otherwise transact business with, a member, director, or officer of the corporation without full disclosure of all relevant facts and without the board's approval, not including the vote of the person having a personal interest in the transaction. Members may be reimbursed for expenditures on behalf of the corporation if at the board's direction.

Section 10.09. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the Bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

Section 10.10. These Bylaws will bind and inure to the benefit of the members, directors, officers, committee members, employees, and agents of the corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the Bylaws otherwise provide.

ARTICLE XI AMENDMENT OF BYLAWS

Section 11.01. Except as otherwise provided in this section, these Bylaws may be altered, amended or repealed by a vote of two-thirds ($\frac{2}{3}$) of the membership present and voting in person or by proxy at a meeting at which a quorum is present, or by a vote of four-fifths ($\frac{4}{5}$) of the Board of Directors. The following types of bylaw amendments may not be adopted by the Board of Directors: setting or changing the authorized number of directors; changing or extending the directors' terms; changing the quorum for membership meetings; changing members' proxy rights; establishing or changing compensation for directors, officers and committee members; and changing this section (Section 11.01) on Amendment of Bylaws. Amendments shall become effective upon adoption.

I, Arthur G. Mundt, president of THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION, do hereby certify that this is a true and correct copy of the Bylaws approved and adopted by the Board of Directors on May 10, 2005.

SIGNED this 31st day of July, 2007

Filed by + Return To:
Arthur G. Mundt
P.O. Box 290991
Kennville, TX 78029

THE HOMESTEAD @ TURTLE CREEK
HOMEOWNERS ASSOCIATION

By: *Arthur G. Mundt*
Arthur G. Mundt
President

FILED FOR RECORD
at 10:32 o'clock P.M

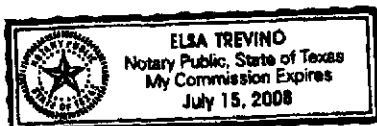
JUL 31 2007

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper Deputy

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on the 31 day of
July, 2007 by Arthur G. Mundt, President of the Homestead @ Turtle
Creek Homeowners Association.



Elsa Trevino
Notary

Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Records of Kerr County, Texas on

AUG 01 2007



Janet Rippe
COUNTY CLERK, KERR COUNTY, TEXAS