

MARK DIZDAR D/B/A DIZDAR DEVELOPMENT TO THE PUBLIC

ORIGINAL

**DECLARATION OF COVENANTS, RESTRICTIONS  
AND MAINTENANCE AGREEMENTS**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE

§

§

WHEREAS, MARK DIZDAR D/B/A DIZDAR DEVELOPMENT (the "Declarant") is the owner of the real property described in Exhibit "A" attached hereto (the "Property");

WHEREAS, Declarant has constructed a private road (the "Road") through the Property and now desires to sell off portions of the Property in smaller parcels (the "Parcels") to several interested purchasers;

WHEREAS, Declarant desires to subject all of the Property to the easements, protective covenants, restrictions and maintenance agreements set forth herein;

NOW, THEREFORE, it is hereby declared that the Property shall henceforth be held, sold and conveyed subject to the following easements, restrictions, covenants and agreements, which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties now or hereafter owning an interest in any part of the Property, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof:

1. **Road Easement.** Attached hereto as Exhibit "B" is a metes and bounds description of the Road through the Property. Declarant hereby dedicates the Road for the common use of all owners (the "Owners") of any part of the Property and does hereby grant to all such Owners, their heirs, successors and assigns and their agents, invitees and permittees a perpetual non-exclusive ingress and egress easement over and across the Road for uninterrupted access to and from that portion of the Property owned by each such Owner.
2. **Maintenance of Road and Access Gate.** Each Owner shall be responsible for paying his prorata share of the cost of maintaining the Road and the electronically controlled access gate (the "Gate") located at the entrance of the Property. Each Owner's prorata share of such maintenance costs shall be determined by multiplying the annual Maintenance Budget by a fraction resulting from the number of acres owned by each Owner divided by the total number of acres within the boundaries of the Property. Annually, a majority of the Owners shall agree on maintenance budget for the Road and Gate for the forthcoming year (the "Maintenance Budget") and determine each Owner's prorata share of same (the "Annual Assessment"). A majority of the Owners shall also elect one or more Owners, who will be responsible for seeing that the Road and the Gate are properly maintained and for collecting the Annual Assessment due from each Owner. The Annual Assessments will be billed to each Owner on or before January 10th of each year and shall be payable in a lump sum or in quarterly installments, as a majority of the Owners shall determine.

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3. **Remedies in the Event of Nonpayment.** In the event any Owner fails to pay his Annual Assessment within 45 days after receiving notice thereof, the other Owners shall be entitled (but not obligated) to pay such Assessment and recover the cost thereof from the defaulting Owner, together with interest at the highest lawful rate, and reasonable attorney's fees, if applicable. In addition, the defaulting Owner's right to use the Road may be suspended by the remaining Owners until such Annual Assessment, plus any accrued interest and attorney's fees thereon are paid in full. Any one or more non-defaulting Owner shall be entitled to seek injunctive relief to enforce the suspension of the use of the Road by Defaulting Owner, if necessary and advisable.

4. **Use Restrictions.**

- A. Except as otherwise provided below, no commercial or manufacturing activity shall be carried on upon any part of the Property, nor shall any activity be allowed which has the possibility of creating environmental contamination, or which is an annoyance, nuisance or an environmental hazard to other Owners of the Property, or which increases traffic flow to and from the Property.
- B. The restriction set forth in subparagraph A above prohibiting commercial or manufacturing activities shall not prevent the growing and processing of various agricultural products or commodities, including by illustration a vineyard and winery, or the raising of livestock, poultry and other animals on the Property, except the raising of hogs shall be limited to raising for the personal use of the tract owner. The number of hogs shall be limited to not more than four (4) animals. Any hogs shall be located no nearer than 250 feet from the Road, nor nearer than 150 feet from the side boundaries of any Owner's Parcel. Any animals, livestock and poultry raised by any Owner shall be kept under fence. Such restriction shall also not prohibit an Owner from conducting a craft or art related business on his portion of the Property, including a painting, photography, wood, metal or glass sculptor or fabrication business, or the conduct of a home office. No commercial livestock feedlot operation shall be permitted on the Property.
- C. No mobile or modular home, or other similar temporary structure shall be used as a residence, or located upon any part of the Property. Recreational vehicles may be stored and kept upon the Property provided they are not visible from the Road.
- D. Any residence constructed on the Property shall contain a minimum of 1,400 square feet of living area, exclusive of porches, carports and garages, and shall be well maintained at all times.
- E. No residence or other permanent structure, other than fencing, shall be constructed nearer than 225 feet from the centerline of the Road, nor shall any improvements, other than fencing, be built nearer than 150 feet from side boundaries of any Owner's Parcel.

- F. Each Owner shall maintain his Parcel in a neat and clean condition at all times. No Owner shall allow trash to accumulate or permit any Parcel to be used as a dumping ground for rubbish, trash, junk, garage, or other waste materials.
- G. No Owner shall sell or subdivide any part of the Property into one or more smaller tracts, if either the real property to be conveyed or the property retained by such Owner after the sale would contain less than 25 total acres. Provided, the conveyance of a tract of land less than 25 acres in size to an Owner whose Parcel is contiguous with the tract to be conveyed and which thereafter will be part of a tract of land containing at least 25 acres, shall be permitted.
- H. Duplexes, apartments and other multi-family residential units shall not be constructed upon the Property. The leasing of permanent improvements upon the Property as residential units shall be prohibited, provided, however, the leasing of the main or principal dwelling shall be permitted. The conduct of a bed and breakfast business upon the Property is prohibited.
- I. Any signs erected or placed upon the Property shall be constructed and erected, and be of such material, to comply with the ordinance of the City of Fredericksburg regarding the erection of signs in the Historical District of the City of Fredericksburg, Texas.

5. Miscellaneous.

- A. The use restrictions contained in Section 4 of this Agreement shall remain in effect for twenty-five (25) years from the date this instrument is first recorded. Thereafter, these use restrictions shall automatically renew for successive periods of 10 years, unless an instrument signed by a majority of the Owners has been recorded, agreeing to change, amend or cancel these use restrictions, in whole or in part.
- B. The use restrictions set out herein are for the benefit of all Owners and their successors and assigns. Such restrictions shall be constructed as covenants running with land, enforceable at law or in equity by any one or more of the other Owners.
- C. The invalidity of any one or more of the restrictions contained herein shall not affect the enforceability of the balance of such restrictions. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to future enforcement of the covenant or restriction breached or any other covenant or restriction.
- D. For purposes of this Agreement, the term "majority of the Owners" shall mean the persons owning in the aggregate more than fifty percent (50%) of the Property as determined on an acreage basis. In connection with any vote of the Owners, each Owner shall be entitled to one vote for each acre of the Property owned by such Owner.

E. By acceptance of a deed to any portion of the Property, each owner, his successor and assigns, agrees to be bound by all conditions and provisions of this Declaration of Covenants, Restrictions and Maintenance Agreements.

EXECUTED as of this 31 day of MAY, 1995.

  
MARK DIZDAR D/B/A DIZDAR DEVELOPMENT

**ACKNOWLEDGMENT**

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on this the 31<sup>st</sup> day of March, 1995 by MARK DIZDAR D/B/A DIZDAR DEVELOPMENT.



  
Notary Public, State of Texas

MARK DIZDAR 055.FEB



**EXHIBIT "A"****[Page 1 of 2]**

*BEING 656.5 acres of land, more or less, situated in Gillespie County, Texas, being part of the August V. Schott Survey No. 231, Abstract No. 641, and comprising that 480 acre tract of land described in a conveyance to Mrs. Myrtle Renick Lawrence by C. B. Renick, et ux, et al, dated December 11, 1938, found of record in Volume 77, Pages 238-240 of the Deed Records of Gillespie County, Texas, and part of that 140 acre tract, more or less, described in a conveyance to R. T. Laurence by C. H. Laurence, et ux, dated March 28, 1938, found of record in Volume 50, Pages 323-325 of the Deed Records of Gillespie County, Texas, being more fully described by metes and bounds as follows:*

*BEGINNING at a steel bar set at a fence corner post, in the west boundary of that 480 acre tract described in said conveyance to Mrs. Myrtle Renick Lawrence by C. B. Renick, et ux, et al, found of record in Volume 77, Pages 238-240 of the Deed Records of Gillespie County, Texas, for the N.E. corner of that 140 acre tract, more or less, described in said conveyance to R. T. Laurence, by C. H. Laurence, et ux, found of record in Volume 50, Pages 323-325 of the Deed Records of Gillespie County, Texas, for the S.E. corner of that 200 acre tract described of record in Volume 81, Pages 224-229 of the Deed Records of Gillespie County, Texas, for a N.W. reentrant corner of this tract of land;*

*THENCE with fence N. 0 deg. 48 min. 28 sec. W. 2751.35 feet to a corner post found set for the N.W. corner of said 480 acre tract, for the N.E. corner of said 200 acre tract, for the N.N.W. corner of this tract of land, a P. O. now 24 inch. brs S. 58 3/4 deg. E. 2.9 vs., a 14 inch dia. snag brs S. 28 deg. E. 1.9 vs.;*

*THENCE with fence along the occupational north line of the August V. Schott Survey No. 231, as follows:*

*N. 89 deg. 07 min. 57 sec. E. 2264.22 feet to a corner post;  
N. 89 deg. 44 min. 45 sec. E. 1429.63 feet to a corner post, for the occupational N.E. corner of said Survey No. 231, for the N.E. corner of said 480 acre tract, for the N.E. corner of this tract of land;*

*THENCE with fence along the east and south boundaries of said 480 acre tract as follows:*

*S. 0 deg. 35 min. 44 sec. E. 5200.79 feet to a corner post;  
S. 89 deg. 29 min. 55 sec. W. 2100.42 feet to a corner post;  
S. 0 deg. 22 min. 35 sec. E. 2112.25 feet to a corner post in the occupational south line of said Survey No. 231, for the S.S.E. corner of said 480 acre tract, for the S.S.E. corner of this tract of land;*

*THENCE with fence, S. 89 deg. 11 min. 44 sec. W. 1567.34 feet to a corner post, for the S.W. corner of this tract of land, a steel bar found set at a corner post bears south 10.5 feet:*

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**EXHIBIT "A"****[Page 2 of 2]**

*THENCE with fence and the west boundary of said 480 acre tract, N. 0 deg. 36 min. 02 sec. W. 2637.14 feet to a corner post, for the S.E. corner of said 140 acre tract, for a S.W. reentrant corner of this tract of land;*

*THENCE with fence along the south boundary of said 140 acre tract as follows:*

*S. 88 deg. 49 min. W. 855.9 feet;*

*S. 88 deg. 42 min. 56 sec. W. 1519.89 feet;*

*S. 88 deg. 55 min. 15 sec. W., at 799.4 feet a steel bar found set at a corner post, 799.7 feet in all to a point in the east right-of-way line of Texas State Highway No. 16, for the W.S.W. corner of this tract of land;*

*THENCE with the east right-of-way line of Texas State Highway No. 16, N. 0 deg. 56 min. 06 sec. W. 1922.67 feet to a fence corner post in the north boundary of said 140.0 acre tract, for the W.N.W. corner of this tract of land;*

*THENCE generally along a fence and the north boundary of said 140 acre tract, N. 88 deg. 45 min. 37 sec. E. 3179.33 feet to the PLACE OF BEGINNING.*

283 887

EXHIBIT "B"  
[Page 1 of 5]

THE STATE OF TEXAS, \*  
COUNTY OF GILLESPIE \*

Field notes of a survey of 4.4 acres of land, more or less, made at the request of Mark Disdar, et al. Said land is situated in Gillespie County, Texas, being part of the Augustus V. Schott Survey No. 231, Abstract No. 941, comprising part of that 140 acre tract, more or less, described in a conveyance to R.T. Laurence by C.H. Laurence, et ux, dated March 28, 1938, found of record in volume 50, pages 323-325 of the Deed Records of Gillespie County, Texas, and a fractional part of that 480 acre tract described in a conveyance to Mrs. Myrtle Renick Lawrence by C.B. Renick, et ux, et al, found of record in Volume 77, pages 238-240 of the Deed Records of Gillespie County, Texas.

Said 4.4 acre tract of land, more or less, is described by notes and bounds as follows, to wit:

BEGINNING at a 1/2 inch dia. steel bar set at a cedar corner post, in the east right-of-way line of Texas State Highway No. 16, and in the north line of that 140 acre tract, more or less, described in said conveyance to R.T. Laurence, found of record in Volume 50, pages 323-325 of the Deed Records of Gillespie county, Texas, for the N.E. corner of that 5.14 acre TRACT #3 described in a conveyance to the State of Texas by Ben F. Thomas, dated January 25, 1933, found of record in volume 46, pages 15-16 of the Deed Records of Gillespie County, Texas, for the N.W. corner of this tract of land;

THENCE with the north line of said 140 acre tract, and with the south line of that 200 acre, more or less, SECOND TRACT described of record in Volume 81, pages 224-229 of the Deed Records of Gillespie county, Texas, and with the north line of a 60 ft. wide road easement, N. 88 deg. 38 min. 03 sec. E., crossing a branch, 3180.43 feet in all to a 1/2 inch dia. steel bar found set at a cedar corner post in the west line of that 480 acre tract described in said conveyance found of record in Volume 77, pages 238-240 of the Deed Records of Gillespie County, Texas, for the N.E. corner of this tract of land;

THENCE S. 13 deg. 42 min. 05 sec. E. crossing said 60 ft. wide road easement, 61.42 feet in all to a 1/2 inch dia steel bar set for the S.E. corner of this tract of land;

THENCE with the south line of said 60 ft. wide road, S. 88 deg. 38 min. 03 sec. W., crossing branch, 3080.23 feet in all to a 1/2 inch dia. steel bar set at a widened section of said road easement;

THENCE S. 70 deg. 10 min. 24 sec. W. 120.0 feet to a 1/2 inch dia. steel bar set in the east right-of-way line of Texas State Highway No. 16, for the S.W. corner of this tract of land;

(continued on page 2)

EXHIBIT "B"  
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page 2

4.4 acre tract

THENCE with the east right-of-way line of Texas State Highway No. 16,  
N. 1 deg. 04 min. 18 sec. W. 98.0 feet to the place of beginning.

Survey completed February 1996 (Plat and Field Notes)


  
Charles H. Ottmers  
Reg. Prof. Land Surveyor





EXHIBIT "B"

[Page 3 of 5]

THE STATE OF TEXAS, \*  
COUNTY OF GILLESPIE \*

Field notes of a survey of the centerline of a 60 ft. wide road, made at the request of Mark Dizdar, et al. Said road is situated in Gillespie County, Texas, and passes through part of the Augustus V. Schott Survey No. 231, Abstract No. 641, and through part of that 480 acre tract described in a conveyance to Mrs. Myrtle Renick Lawrence by C.B. Renick, et ux, et al, dated December 11, 1958, found of record in Volume 77, pages 238-240 of the Deed Records of Gillespie County, Texas.

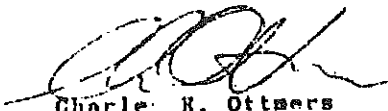
Said centerline of a 60 ft. wide road is described by metes and bounds as follows, to wit:

BEGINNING at a point in the centerline of a 60 ft. wide road easement, 30.71 feet S. 13 deg. 42 min. 05 sec. E. from a 1/2 inch dia. steel bar found set at a cedar corner post, in the west boundary of that 480 acre tract described in said conveyance to Mrs. Myrtle Renick Lawrence, found of record in Volume 77, pages 238-240 of the Deed Records of Gillespie County, Texas, and from the N.E. corner of that 140 acre tract, more or less, described in a conveyance to R.T. Lawrence, found of record in Volume 50, pages 323-325 of the Deed Records of Gillespie county, Texas, for the POINT OF BEGINNING;

THENCE with the centerline of said 60 ft. wide road easement as follows:

N. 63 deg. 57 min. 47 sec. E. 486.2 feet;  
S. 88 deg. 50 min. 34 sec. E. 86.31 feet;  
N. 61 deg. 47 min. 03 sec. E. 156.0 feet;  
N. 81 deg. 28 min. 28 sec. E. 147.82 feet;  
N. 85 deg. 20 min. 18 sec. E. 260.51 feet,  
N. 74 deg. 45 min. 22 sec. E., at 66.99 feet a point in road intersection, 87.33 feet in all;  
N 52 deg. 47 min. 06 sec. E. 108.59 feet in all;  
N. 34 deg. 36 min. 40 sec. E. 264.88 feet;  
N. 68 deg. 24 min. 29 sec. E. 292.93 feet to the center of a cul-de-sac turn-about, having a radius of 50.0 feet, for the end of this survey and description of said road.

Survey completed February 1995 (Plat and Field Notes)

  
Charles R. Ottmers  
Reg. Prof. Land Surveyor



**EXHIBIT "B"**  
**[Page 4 of 5]**

**THE STATE OF TEXAS, \***  
**COUNTY OF GILLESPIE \***

Field notes of a survey of the centerline of a 60 ft. wide road, made at the request of Mark Dizdar, et al. Said road is situated in Gillespie County, Texas, and passes through part of the Augustus V. Schott Survey No. 231, Abstract No. 641, and through part of that 480 acre tract described in a conveyance to Mrs. Myrtle Renick Lawrence by C.B. Renick, et ux, et al, dated December 11, 1958, found of record in Volume 77, pages 238-240 of the Deed Records of Gillespie County, Texas.

Said centerline of a 60 ft. wide road is described by notes and bounds as follows, to wit:

**BEGINNING** at a point in the centerline of a 60 ft. wide road easement, 30.71 feet S. 13 deg. 42 min. 05 sec. E. from a 1/2 inch dia. steel bar found set at a cedar corner post, in the west boundary of that 480 acre tract described in said conveyance to Mrs. Myrtle Renick Lawrence, found of record in Volume 77, pages 238-240 of the Deed Records of Gillespie County, Texas, and from the N.E. corner of that 140 acre tract, more or less, described in a conveyance to R.T. Lawrence, found of record in Volume 50, pages 323-325 of the Deed Records of Gillespie county, Texas, for the **POINT OF BEGINNING**;

**THENCE** with the centerline of said 60 ft. wide road easement as follows:

N. 63 deg. 57 min. 47 sec. E. 486.2 feet;  
S. 88 deg. 50 min. 34 sec. E. 86.31 feet;  
N. 61 deg. 47 min. 03 sec. E. 156.0 feet;  
N. 81 deg. 28 min. 28 sec. E. 147.82 feet;  
N. 56 deg. 20 min. 18 sec. E. 260.51 feet;  
N. 74 deg. 45 min. 22 sec. E. 66.99 feet to a point in road intersection;  
S. 63 deg. 36 min. 29 sec. E. 135.96 feet;  
S. 14 deg. 16 min. 13 sec. E. 424.14 feet;  
S. 9 deg. 43 min. 30 sec. E. 462.01 feet;  
S. 9 deg. 40 min. W. 179.34 feet;  
S. 2 deg. 23 min. 11 sec. E. 370.09 feet;  
S. 15 deg. 04 min. 34 sec. E. 219.25 feet;  
S. 13 deg. 43 min. 22 sec. W. 151.99 feet;  
S. 12 deg. 53 min. 41 sec. E. 112.56 feet;  
S. 9 deg. 00 min. 41 sec. W. 114.96 feet;  
S. 29 deg. 56 min. 20 sec. W. 104.07 feet;  
S. 12 deg. 03 min. 42 sec. W. 132.45 feet;  
S. 1 deg. 10 min. 57 sec. W. 133.07 feet;  
S. 11 deg. 10 min. 44 sec. W. 114.21 feet;  
S. 12 deg. 15 min. 54 sec. E. 81.15 feet;  
S. 9 deg. 36 min. 12 sec. W., at 206.67 feet the centerline of a  
(continued on page 2)

cont 3


EXHIBIT "B"  
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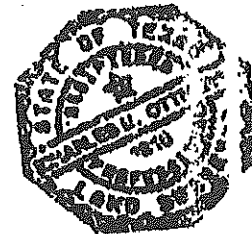
page 2

60 ft. wide road

cul-de-sac turn-about, 245.20 feet in all to a 1/2 inch dia. steel bar set in the north line of a 76.62 acre tract, for the end of this survey and description of said road.

Survey completed February 1995 (Plat and Field Notes)

  
Charles E. Ottmers  
Reg. Prof. Land Surveyor



CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 283 Page 885-895, filmed on the 7th day of April, A.D. 1995.

DORIS LANCE, Clerk, by  Deputy.  
Felicia Cornehl

283 895



## Without Prejudice UCC 1.207 / 1-308

### Remedy and Recourse

Every system of civilized law must have two characteristics: Remedy and Recourse. Remedy is a way to get out from under the law. The Recourse provides that if you have been damaged under the law, you can recover your loss. The Common Law, the Law of Merchants, and even the Uniform Commercial Code all have remedy and recourse, but for a long time we could not find it. If you go to a law library and ask to see the Uniform Commercial Code they will show you a tremendous shelf completely filled with the Uniform Commercial Code. When you pick up one volume and start to read it, it will seem to have been intentionally written to be confusing. It took us a long time to discover where the Remedy and Recourse are found in the U.C.C. They are found right in the first volume, at 1-207 and 1-103.

### Remedy

“The making of a valid Reservation of Rights preserves whatever rights the person then possesses, and prevents the loss of such rights by application of concepts of waiver or estoppel.” (UCC 1-207.7)

It is important to remember when we go into a court that we are in a commercial, international jurisdiction. If we go into court and say, “I DEMAND MY CONSTITUTIONAL RIGHTS!”, the judge will most likely say, “You mention the Constitution again, and I’ll find you in contempt of court!” Then we don’t understand how he can do that. Hasn’t he sworn to uphold the Constitution? The rule here is: you cannot be charged under one jurisdiction and defend yourself under another jurisdiction. For example, if the French government came to you and asked where you filed your French income tax of a certain year, do you go to the French government and say “I demand my Constitutional Rights?” No. The proper answer is: “THE LAW DOES NOT APPLY TO ME. I AM NOT A FRENCHMAN.” You must make your reservation of rights under the jurisdiction in which you are charged, not under some other jurisdiction. So in a UCC court, you must claim your Reservation of Rights under UCC 1-207.

UCC 1-207 goes on to say...

“When a waivable right or claim is involved, the failure to make a reservation thereof, causes a loss of the right, and bars its assertion at a later date.” (UCC 1-207.9)

You have to make your claim known early. Further, it says:

“The Sufficiency of the Reservation: any expression indicating an intention to reserve rights is sufficient, such as “without prejudice”. (UCC 1-207.4)

Whenever you sign any legal paper that deals with Federal Reserve Notes, write under your signature: “Without Prejudice (UCC 1-207.4).” This reserves your rights. You can show, at UCC 1-207.4, that you have sufficiently reserved your rights.

It is very important to understand just what this means. For example, one man who used this in regard to a traffic ticket was asked by the judge just what he meant by writing “without prejudice UCC 1-207” on his statement to the court? He had not tried to understand the concepts involved. He only wanted to use it to get out of the ticket. He did not know what it meant. When the judge asked him what he meant by signing in that way, he told the judge he was not prejudice against anyone... The judge knew that the man had no idea what it meant, and he lost the case. You must know what it means!

Without Prejudice UCC 1.207



Now the judge is in a jam! How can the court throw out one part of the Code and uphold another? If he answers, "yes", then you say: "I put this court on notice that I am appealing your legal determination." Of course, the higher court will uphold the Code on appeal. The judge knows this, so once again you have boxed him in.

Explain U.C.C. 1-207

If you are confronted with explaining what the "UCC 1-207" does here is your answer.

When you are going to sign a contract ( drivers license, lease, buying an automobile, snowmobile, a building permit, marriage license, divorce decree, or any other document).

**BEFORE you sign!!! you have the right to draw a fine line through anything that is not to your liking. It can be a number, a letter, a word or a group of words. At this time you can add anything you want in the contract. Any changes you have made sign your name close to it and date it. A contract is to have all of the contract in full disclosure at the time of signing. If not the UCC 1-207 will stop you from giving up your rights on the contract you are about to sign and void out any part of the contract that you have not had the opportunity to view.**

Now how the UCC 1-207 works.

After you put UCC 1-207 where your signature is going to be. " your signature" is the last you thing you put on the document. When you pick up your pen from the signed contract it is consummated, you have given up your right to change the contract. Here is some more UCC information. You can go to a public law library for more information.

All Rights Reserved without Prejudice  
(UCC1-207/UCC1-308 UCC 1-103)

HOMEOWNERS' ASSOCIATION - BYLAWS

ARTICLE I.

The name of this incorporated non-profit corporation shall be the "WILLOW CITY RANCH HOMEOWNERS' ASSOCIATION, INC.", hereinafter called "Association".

ARTICLE II.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance of the common roadways providing ingress, regress and egress for the tracts or lots out of that certain parcel of land described as follows:

BEING 656.5 acres of land, more or less, situated in Gillespie County, Texas, being part of the August V. Schott Survey No. 231, Abstract No. 641 and being more particularly described in Deed recorded at Volume 283, Page 365-371, of the Real Property Records of Gillespie County, Texas, to which instrument and record reference is hereby made for all pertinent purposes, hereinafter described or referred to as the "property";

and to promote the health, safety and welfare of the members within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this association, and for this purpose to:

- a. Exercise all the powers and privileges and to perform all of the duties and obligations of the members of the association as set forth in that certain Declaration of Covenants, Restrictions, and Maintenance Agreements, hereinafter called "the Declaration" applicable to the property and recorded at Volume 283, Pages 885-895 of the Deed Records of Gillespie County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- b. Fix, levy and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and all assessments and charges made by the Association in furtherance of the purposes of the Association; to pay all expenses

- in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and
- c. The Association has the authority to sublease annually Association members' property to a third party for grazing purposes.
  - d. To have and exercise any and all powers, rights, privileges, which the Association may hereafter adopt and approve.

### ARTICLE III.

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any tract which is a part of the property shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment under the terms of the Declaration.

### ARTICLE IV.

#### VOTING RIGHTS

Each member of the Association shall be entitled to one (1) vote for each acre of the property which is owned by such member.

### ARTICLE V.

#### BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors. The number of Directors may be changed by an amendment of the Bylaws of the Association. Names and addresses of the persons who are to act in the capacity of Directors until the election of their successors are:

Name:

Address:

Pamela L. Rocco

P. O. Box 1476  
Fredericksburg, Texas 78624

Timothy E. Isaacs

6407 Lost Arbor  
San Antonio, Texas 78240

Joyce P. Johnson

10147 Whiteside  
Houston, Texas 77043

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) Director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VI.

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VII.

##### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VIII.

##### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of the commencement of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 5:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote 51% of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 51% of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### ARTICLE IX.

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- a. Exercise for the Association all powers, duties and authority vested in or delegated to the members of the Association and not reserved to the membership.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- b. As more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- c. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - d. Cause the roadway to be maintained.

## ARTICLE X.

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. The initial officers of the Association shall be as follows:

<u>Office</u>	<u>Name</u>
President	Pamela L. Rocco
Vice President	Timothy E. Isaacs
Secretary/Treasurer	Joyce P. Johnson

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such

authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The Duties of the officers shall be those which are customarily bestowed upon the respective office.

## ARTICLE XI.

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments. In addition, each member shall be obligated to pay to the Association annual and special assessments which are made by the Association in furtherance of the purposes of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within forty-five (45) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate provided by law, and the Association may bring an action at law against the owner personally obligated to pay the same, and interest, costs, and reasonable attorney's fees of any action which shall be added to the amount of such assessment.



ARTICLE XII.

DISSOLUTION

The Association may dissolve with the assent given in writing and signed by not less than sixty-six percent (66%) of the votes of the members of the Association. Upon dissolution of the Association, the assets of the Association will be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If no such organization exists, the assets shall be distributed for one or more exempt purposes within the meaning of Section 501C(3) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code, or shall be distributed to the federal, state or local government for a public purpose.

ARTICLE XIII.

DURATION

This Association shall exist perpetually.

ARTICLE XIV.

AMENDMENT

Amendment of these Articles shall require the assent of sixty-six percent (66%) of the votes of the entire membership.

ARTICLE XV.

SUCCESSOR ORGANIZATION

The Willow City Ranch Homeowners' Association, Inc. is a successor to the unincorporated organization formerly known as the Willow City Ranch Homeowners' Association. The undersigned are all members of the Willow City Ranch Homeowners' Association, an unincorporated organization, and agree that such organization is hereby dissolved and that all assets of such organization are delivered to and become the property of the Willow City Ranch Homeowners' Association, Inc.; further, all matters approved and adopted by the membership of the Willow City Ranch Homeowners' Association in the minutes of the September 15, 1995 meeting are approved and consented to as binding upon the corporation and the members of the Willow City Ranch Homeowners' Association, Inc.; further, all members of the Willow City Ranch Homeowners' Association, Inc. do agree and consent to the assignment and transfer of all right, title and interest of the Willow City Ranch Homeowners' Association, an unincorporated organization,

under that certain instrument captioned Agreement for Lease of Properties dated September 11, 1995 and September 15, 1995 to the Willow City Homeowners' Association, Inc., the successor to such former organization.

ARTICLE XVI.

RESTRICTIVE HUNTING COVENANT

No commercial hunting is allowed upon the property. Hunting is restricted to family members only. Approval must be obtained from the hunting coordinator.

ARTICLE XVII.

SIGNATURE AND ACKNOWLEDGMENT OF APPLICATION

The undersigned, being all of the owners of the property contained within the Willow City Ranch Subdivision, execute this instrument in formation and creation of the Homeowners' Association provided therein, and agrees to be bound by all conditions and provisions of the Bylaws of the Willow City Ranch Homeowners' Association, Inc. and the Articles of Incorporation of Willow City Ranch Homeowners' Association, Inc

EXECUTED this the 29 day of January, 1996.

PLR CONSTRUCTION, INC.

BY: \_\_\_\_\_  
Printed \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANITE HILL VINEYARDS, INC.

BY: \_\_\_\_\_  
Printed \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
JAMES W. SNAPP

LINDA B. SNAPP

TIMOTHY E. ISAACS

DAWN ISAACS

ISAACS INTERNATIONAL, INC.

BY:

Printed

Name:

Title:

TED CURETON

JOY CURETON

JOYCE P. JOHNSON

STEVEN F. JOHNSON

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_, of PLR CONSTRUCTION, INC., on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_, of GRANITE HILL VINEYARDS, INC., on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 1996, by JAMES W. SNAPP and wife, LINDA B. SNAPP.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 1996, by TIMOTHY E. ISAACS and wife, DAWN ISAACS.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_  
\_\_\_\_\_ of ISAACS INTERNATIONAL, INC., on behalf of  
said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 1996 by TED CURETON and wife, JOY  
CURETON.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 1996 by STEVEN F. JOHNSON and wife,  
JOYCE P. JOHNSON.

\_\_\_\_\_  
Notary Public, State of Texas