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DECLARATION OF RESTRICTIONS
FOR
TURNBOW RANCH

THE STATE OF TEXAS

*

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF AUSTIN

*

I

THAT DIX R. TURNBOW, an individual and a single man, hereinafter referred to as owner of the tracts of land containing 401 acres of land, more or less, (Turnbow Ranch) out of a portion of the S. F. Austin Survey, A-4, in Austin County, Texas, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Articles II, III and IV hereof, which shall be applicable to the said Turnbow Ranch and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Turnbow Ranch, and upon the respective heirs, executors, administrators, devisees, successors and assigns of each such purchaser, grantee, owner or lessee. It is the intention of Dix R. Turnbow that Turnbow Ranch shall be maintained for residential, recreational, farming or ranching purposes in which the owners of the tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential, recreational, farming or ranching uses and related matters are concerned, while at the same time assuring to every purchaser of a tract or tracts that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

II

ORGANIZATIONS

1. PROPERTY OWNERS' ASSOCIATION. There is hereby created the Turnbow Ranch Property Owners' Association, hereinafter called "Association", for the purpose of protecting and promoting the residential, recreational, farming or ranching environment of Turnbow Ranch through maintenance and enforcement of the property restrictions adopted for each Tract of Turnbow Ranch. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract. The Association shall consist of all Owners. The number of votes of each Owner is to be determined on the basis of the total number of tracts owned of the original eleven (11) tracts established per the plat attached hereto with each original tract entitled to one (1) vote. In the event that legal title to any original tract or part thereof is held by two or more Owners, then such Owners shall

determine among themselves how their one (1) tract vote shall be exercised. A tract with two or more owners may not split the original tract's vote. The divided owner tract may only vote one vote. The Association shall act by and through a Board of Directors, composed of three (3) of its members, elected annually by the majority in votes of those Association members voting in each election, as noticed by the Board of Directors by U.S. Mail at a location to be determined by the Board of Directors in Austin County, Texas, which election shall be held by a meeting of the Association on the first Tuesday of June of each year, for terms of one (1) year to begin immediately upon election and continue until the next duly held election, provided however, that the initial Board of Directors shall be Dix R. Turnbow and two other members or independent individuals appointed solely by Dix R. Turnbow, until that point in time when seven (7) of the original eleven (11) tracts have been conveyed by Dix R. Turnbow. The first annual election of the Board of Directors as provided herein shall occur on the first Tuesday of June next succeeding the date Dix R. Turnbow consummates the sale of seven (7) of the original eleven (11) tracts. If any member of the Board of Directors dies, resigns, or becomes unable or refuses to act, then prior to the date of the first election of the Board of Directors, Dix R. Turnbow is authorized to appoint a new director and subsequent to the date of such election the other members of the Board of Directors are authorized by majority vote to appoint a new Director to serve the remainder of the term of such Director. In the event of a tie vote of the votes properly cast in any election, then the Chairman of the Board of Directors shall break the tie vote solely.

The Board of Directors shall perform the following functions:

- (a) elect a chairman, vice chairman and secretary of the Board of Directors;
- (b) act as representatives of all of the Owners;
- (c) determine the amount of, collect and expend, in the interest of Turnbow Ranch as a whole, the maintenance charges as hereinafter created;
- (d) enforce, by appropriate legal proceedings, the covenants and restrictions in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance charges collected and expenditures made, which records shall be available for inspection by any Owner at all reasonable times;
- (f) do all other acts necessary to preserve, protect and promote the recreational, residential, farming and ranching environment of Turnbow Ranch, through

maintenance and enforcement of the property restrictions;
and

(g) shall meet as association business dictates, but not less than three times per year, with a quorum to conduct association business being not less than two of the three duly elected members of the Board of Directors.

No member of the Board of Directors, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

III

RESTRICTIONS

1. LAND USE AND BUILDING TYPE. No tract shall be used for any purpose except for single family residential, recreational, farming or ranching purposes. The term "residential purposes" as used herein shall be held and construed to exclude, unless now presently existing in Turnbow Ranch, hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses other than farming or ranching whether from homes, residences or otherwise, and the above described uses of the Tracts are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of the Tracts are hereby expressly prohibited. The term "building" or "buildings" as used here in shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed in Turnbow Ranch. No building shall be erected, altered or placed on any Tract other than the following:

(a) one (1) or more detached single family dwellings not to exceed two (2) stories in height, together with an attached or detached private garage or carport for not more than three (3) vehicles and which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises;

(b) tool shed or workshops for the personal, farming or ranching use of the Owner or occupant of such Tract, and his immediate family. The design and materials used in the construction of such tool sheds or workshops shall be of quality and acceptability for structures of the purpose and design being erected. No used, "second", or reject grade exterior materials including but not limited to wood, tin, metal, aluminum or plastic may be used in

the construction of such structures. A suitable appearance as determined by the Board of Directors is required;

(c) shelters suitable for horses and other livestock other than those strictly prohibited in this document and shelters suitable for household pets or domestic animals shall be designed and constructed of materials of quality and acceptability for shelters and structures suitable for the purpose to be served. No used, "second", or reject grade exterior materials including but not limited to wood, tin, metal, aluminum or plastic may be used in the construction of such structures. A suitable appearance as determined by the Board of Directors is required.

No modular homes, mobile homes, trailer houses, travel trailers or motor homes shall be permanently located in Turnbow Ranch, except as provided for in provision III, (4). Any such unit is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land, or underpinned, or has not been moved for a period in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, for a period not to exceed one hundred eighty (180) days.

2. TRACT SIZE. After the establishment and filing of record of this Declaration of Restrictions, any original tract may not be subsequently subdivided into more than two (2) total tracts, being the remainder of the original tract being subdivided and one additional new subdivided tract, and in addition, the remainder of any original tract being subdivided may not contain less than ten (10) acres and the one (1) additional new subdivided tract may not contain less than ten (10) acres.

3. DWELLING SIZE AND CONSTRUCTION. No principal residential dwelling shall be constructed on any tract unless it has a minimum of two thousand four hundred (2,400) square feet of floor area, exclusive of porches, garages and carports. Recreational, secondary or employee residential housing and dwellings shall consist of not less than one thousand (1,000) square feet of floor area, exclusive of porches, garages and carports. All residential and recreational dwellings shall have a concrete foundation. All residential and recreational dwellings shall be equipped with a fresh water well or wells and septic tank connections in accordance with minimum requirements of any governmental authority, and exterior walls of all residential and recreational dwellings shall be constructed with a suitable grade of metal, wood, brick or masonry siding so as to present a suitable appearance. All roofs on any residential or recreational dwelling shall be constructed and maintained with wood shingles, composition shingles, aluminum shingles, tile roofing or a metal roofing material generally

acceptable for residential structures. No multi-colored metal roofing shall be installed.

4. RECREATIONAL VEHICLES AND SHELTERS. Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping, and travel trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreation, but not for residential purposes. No travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be used for residential purposes, whether temporary or permanent. A travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be deemed to be in use for residential purposes if the same remains occupied or is in a fixed spot upon the land in excess of thirty (30) days, whether underpinned or not, except when necessary during the construction of a permanent dwelling, and then, when in a fixed spot in excess of one hundred eighty (180) days.

5. TEMPORARY STRUCTURES. Structures, whether temporary or permanent in character, which do not comply with the land use and building type restrictions contained elsewhere herein shall be prohibited.

6. ANIMAL HUSBANDRY. No swine or poultry shall be raised, bred or kept on any Tract. Any animal allowed on any Tract shall never become a nuisance to any owner in Turnbow Ranch. In the event that the Board of Directors of the Association shall determine that an animal or animals kept by an owner shall become a nuisance, then the Board of Directors, at its option, may require that such animal or animals be removed from Turnbow Ranch at the expense of the owner of the Tract upon which the animal or animals are kept. All animals permitted herein must be kept on the owners Tract unless lease or rental arrangements are made with the owner of another tract.

7. NUISANCES. No noxious or offensive trade or activity shall be permitted upon any Tract, nor shall anything be done or kept thereon which is or may become an annoyance or a nuisance to Turnbow Ranch, is illegal, dangerous or immoral; or which shall have the effect of degrading the residential, recreational, farming or ranching environment of Turnbow Ranch.

8. GARBAGE AND REFUSE DISPOSAL. No Tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers or stored in an acceptable manner for waste of the type generated and associated with the Tract. Each Owner shall, at such Owner's expense, dispose of all owner's trash, garbage and other wastes in a timely manner.

9. REMOVAL OF DIRT AND EXCAVATION. Except as required by construction, swimming pools, drainage work or conservation

purposes, including lake or pond construction, the removal of dirt, stone, rock, gravel or other earthen material from any Tract for any purpose is forbidden, including but not limited to dirt, sand, rock, gravel pits or excavation of the same.

10. WATER AND SEWAGE DISPOSAL SYSTEMS. Water wells and septic tanks may be utilized and maintained on any Tract for the personal use of and at the sole cost, expense, risk and liability of the Owner or occupant of such Tract, his immediate family, and non-commercial invitees, but not for commercial purposes other than farming or ranching and all such systems must meet minimum specifications established by any governmental authority.

11. ABANDONED OR JUNKED MOTOR VEHICLES. No Tract shall have any abandoned or junked motor vehicles. An abandoned motor vehicle shall include without limitation any motor vehicle which does not bear a valid and current state inspection sticker or license plate. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailer, or the like, shall be kept on any Tract other than in a garage, or other acceptable structure. Any such abandoned or junked motor vehicles shall be removed at the Owners expense.

12. STORAGE. No Tract shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any Tract as residential, recreational, farming or ranching of the Tract.

13. EASEMENTS. All sales of Tracts shall be subject to the common roadway easement described in Exhibit "A" attached hereto and made a part hereof and to any other easements over, under, along and across such portions of each Tract as may be reserved in each deed to any Owner as being appropriate or necessary for the purposes of installing, using, repairing and maintaining public and private utilities, water and sewer lines, if any, electric lighting and telephone poles, pipe lines and drains or ditches or structures and/or any equipment necessary for the performance of any public or quasi-public or private utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repair. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on any such easements caused by trees, brush or structures on any of such easements caused by trees, brush or shrubs, either on or overhanging any of such easements, as may interfere with the installation or operation of the equipment of structures installed within such easements. Such easements shall be for the general benefit of Turnbow Ranch and the Owners and are hereby reserved and created in favor of any and all utility companies for the purposes aforesaid. Each Owner shall have the right to travel across the common roadway easement described

herein for ingress to and egress from any Tract to the extent that such use is necessary. Additionally, each Owner shall have the right, at such Owner's expense, to construct and maintain a fence within the area of any easement, other than the common roadway easement, provided that such fence does not unreasonably interfere with the purpose of such easement.

14. STRUCTURES ON EASEMENTS. No structure or vegetation shall be placed or permitted to remain within the area of any easements of record in the Office of the County Clerk of Austin County, Texas, which pertain to Turnbow Ranch and which may damage or interfere with the installation and maintenance of utilities. The easement area of each Tract and any improvements permitted and located within such easement area, except for those improvements for which Dix R. Turnbow, a public authority or utility company is responsible, shall be maintained continuously by the Owner of each Tract at such Owner's expense.

15. SEWAGE FACILITIES. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the requirements established by any governmental authority. All lavatories, toilets and bath facilities shall be completely installed and functioning and shall satisfy all governmental requirements before any residence is occupied. Portable, outside or surface toilets shall be permitted for recreational purposes not to exceed five (5) days or as required for construction purposes or in accordance with construction permits.

16. MAINTENANCE ASSESSMENTS. Each Tract and each Owner of each Tract is deemed to covenant and agree to pay to the Association annual assessments or charges to be established by the Board of Directors and collected as hereinafter provided. The annual assessment, together with interest, costs and reasonable attorney's fees incurred in connection with the collection from any Owner of the annual assessment, shall be a charge on the land and shall be secured by a lien upon the Tract against which each such assessment is made. The assessments levied by the Association shall be used to pay the costs and expense of common roadway easement maintenance and the Association's reasonable attorney's fees, taxes, insurance, accounting fees and other encountered expenses. The initial annual assessment for each Turnbow Ranch Tract shall be an amount equal to \$10.00 for each acre in Turnbow Ranch owned by each Owner and shall be payable in advance on or before June 1 of each year with the first assessment due on June 1, 2001. The amount of the annual assessment may be increased or decreased from time to time as determined by the Board of Directors of the Association and any change shall be effective upon written notice thereof given to the Owners.

If the Board of Directors of the Association, at any

time, or from time to time, determines that the amount of the annual assessment is insufficient to defray, in whole or in part, the cost and expense of the Association to perform such services and obligations provided for herein, the Board of Directors of the Association shall have the authority to levy special assessments as it shall deem necessary. Any such special assessment shall be payable as may be provided by the Association, and the payment thereof may be enforced in the manner specified herein with respect to the annual assessment.

Purchasers purchasing a Tract or Tracts after the due date of the annual assessment in any year will pay their maintenance fee on a pro rata basis at time of closing.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may, but shall not be obligated to, bring an action at law to foreclose the lien against the property which secures the payment of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common roadway areas or abandonment of his Tract.

17. INTERPRETATION. In the event of any dispute over the proper interpretation of any of the provisions of this Declaration, the determination of the Board of Directors of the Association shall be final and binding on all interested persons.

18. LOT MAINTENANCE. The Owners or occupants of all Tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Tract for storage of materials and equipment except for normal residential, recreational, farming or ranching requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the Owner or occupant of any Tract in observing the above requirements, or any of them, and such default continues after ten (10) days' written notice thereof, the Association may, at its option, without liability to the Owner or occupant of said Tract in trespass or otherwise enter upon said Tract and 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 these restrictions so as to place said Tract in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Tract for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

19. VIOLATIONS. Violation of any restriction, condition or covenant herein shall give the Association and its or their

successors, assigns or agents, the right at its or their option to enter upon property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as a trespass.

20. ASSOCIATION'S OBLIGATIONS. The Association assumes no obligation to insure the enforcement of these restrictions or the protection of legal remedies to stop violations, except at its own election.

21. CULVERTS. Culverts installed by Owners from the common roadway easement within Turnbow Ranch to their driveways are to be a minimum of eighteen (18) inches in diameter.

22. VENDOR'S LIEN. A vendor's lien is hereby reserved and shall be reserved and retained in the deed conveying each Tract to an Owner to secure the payments and obligations required by the Owners herein including but not limited pursuant to paragraphs 6, 8, 11, 16, 18 and 19. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage covering any Tract. The sale or transfer of any Tract shall not affect the assessment lien or the liability of the delinquent Owner. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding or action 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 of any Tract shall relieve such Tract from liability of any assessments thereafter becoming due or from the lien thereof.

23. TURNBOW'S AND DIRECTORS LIABILITY. Dix R. Turnbow and any member of the Board of Directors of the Association serving as provided in paragraph 1 of Article II hereof shall have no liability whatsoever for any act or failure to act pursuant to this Declaration except solely with respect to willful misconduct and acts of gross negligence.

IV

ADMINISTRATION

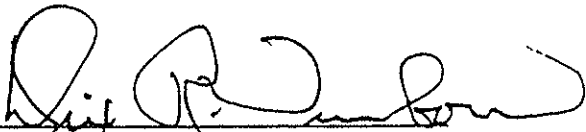
1. TERM. These covenants and restrictions are to run with the land and shall be binding upon and inure to the benefit of all Owners and occupants of Tracts in Turnbow Ranch, and all owners claiming under any Owner shall be subject to them until June 1, 2004, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority in votes of the Association is filed for record in Austin County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

2. ENFORCEMENT. The covenants, reservations, easements, and

restrictions set out herein are for the benefit of Dix R. Turnbow, Owners and occupants of the Tracts, and their respective heirs, successors and assigns, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties, by and through the Association as elsewhere herein provided.

3. SEVERABILITY. The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

EXECUTED this the 13th day of March, A.D., 2001.


DIX R. TURNBOW

THE STATE OF TEXAS *
COUNTY OF Washington *

BEFORE ME, the undersigned authority, on this day personally appeared DIX R. TURNBOW, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the 13th day of March, A.D., 2001.

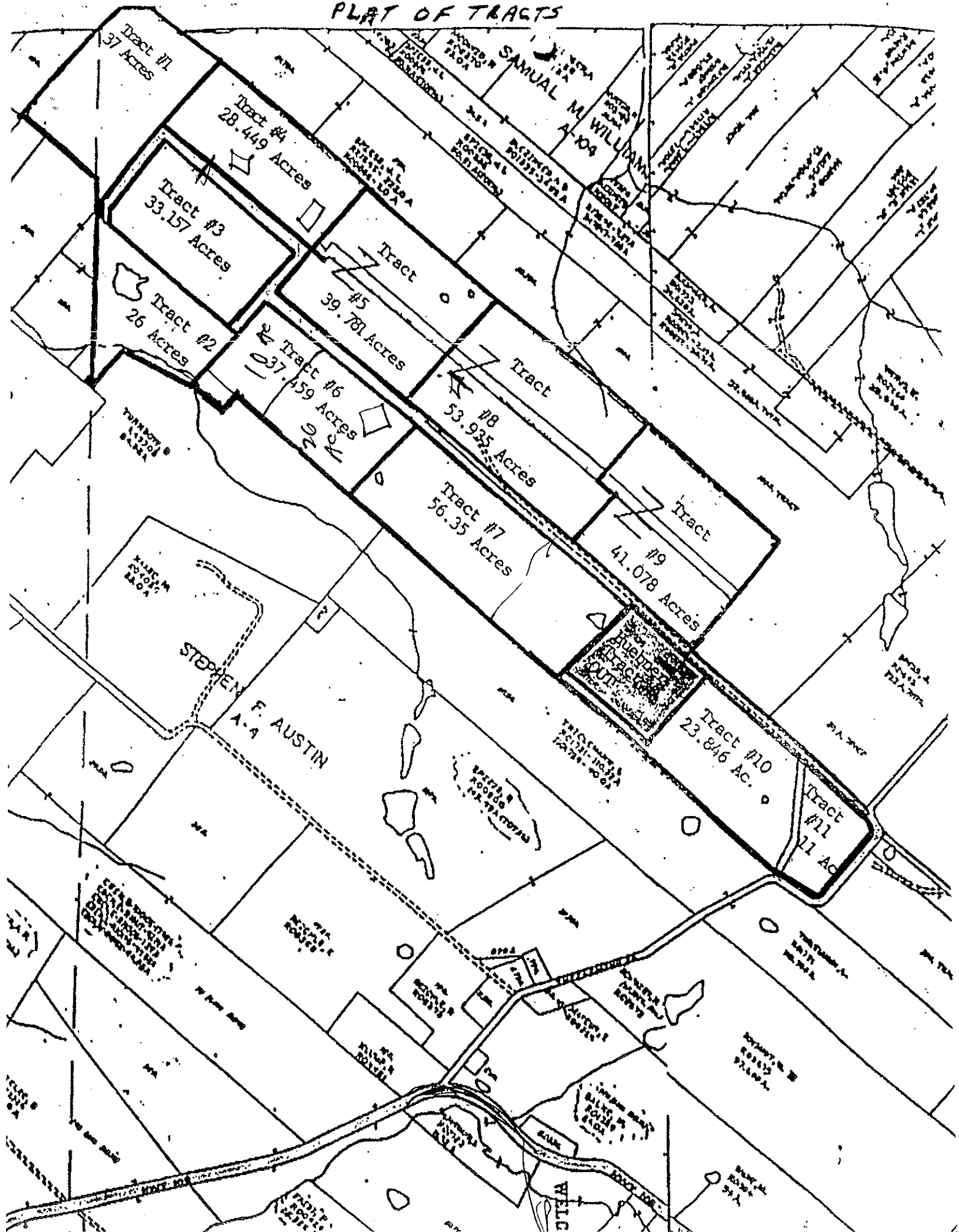



Notary Public in and for Washington
County, Texas

Kay Reichwein
Printed Name of Notary

RANCH

PLAT OF TRACTS



CAD

AMENDMENT
DECLARATION OF RESTRICTIONS
FOR
TURNBOW RANCH

083197

WHEREAS, a meeting of the Turnbow Ranch Property Owners' Association was duly called and held on April 2, 2005 at 10:00 A.M. at the personal residence of Dix R. Turnbow, and

WHEREAS, a roll call showed a majority of the land owners with land tract voting privilege were in attendance, and

WHEREAS, upon motion, second and after discussion a vote was taken and passed,

WHEREBY, the Declaration of Restrictions For Turnbow Ranch, II, Organizations, 1. Property Owners' Association shall be amended as follows:

Deletion from the Restrictions Document:

"The number of votes of each Owner is to be determined on the basis of the total number of tracts owned of the original eleven (11) tracts established per the plat attached hereto with each original tract entitled to one (1) vote. In the event that legal title to any original tract or part thereof is held by two or more Owners, then such Owners shall determine among themselves how their one (1) tract vote shall be exercised. A tract with two or more owners may not split the original tract's vote. The divided owner tract may only vote one vote."

Amendment to be added to the Restrictions Document:

"The number of votes of each Owner is to be determined on the basis of the total number of tracts owned, or portion thereof, of the original eleven (11) tracts established per the plat attached hereto with each original tract entitled to one (1) cumulative vote. In the event that legal title to any original tract or part thereof

is held by two or more Owners, then such Owners shall divide the original tract, one (1) tract vote, in proportion to the land owners by each owner as to the entire original voting tract acreage. A tract with two or more owners will split the original tract's one (1) vote in proportion to the acreage owned by each owner. The divided owner tract will have one vote divided among the various owners of the original voting tract."

Acknowledged this 9th day of June, 2008, but effective as of April 2, 2005.

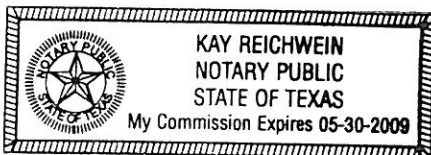
TURNBOW RANCH PROPERTY OWNERS' ASSOCIATION

By: *Dix R. Turnbow*
Dix R. Turnbow
President,
Board of Directors

THE STATE OF TEXAS *
COUNTY OF WASHINGTON *

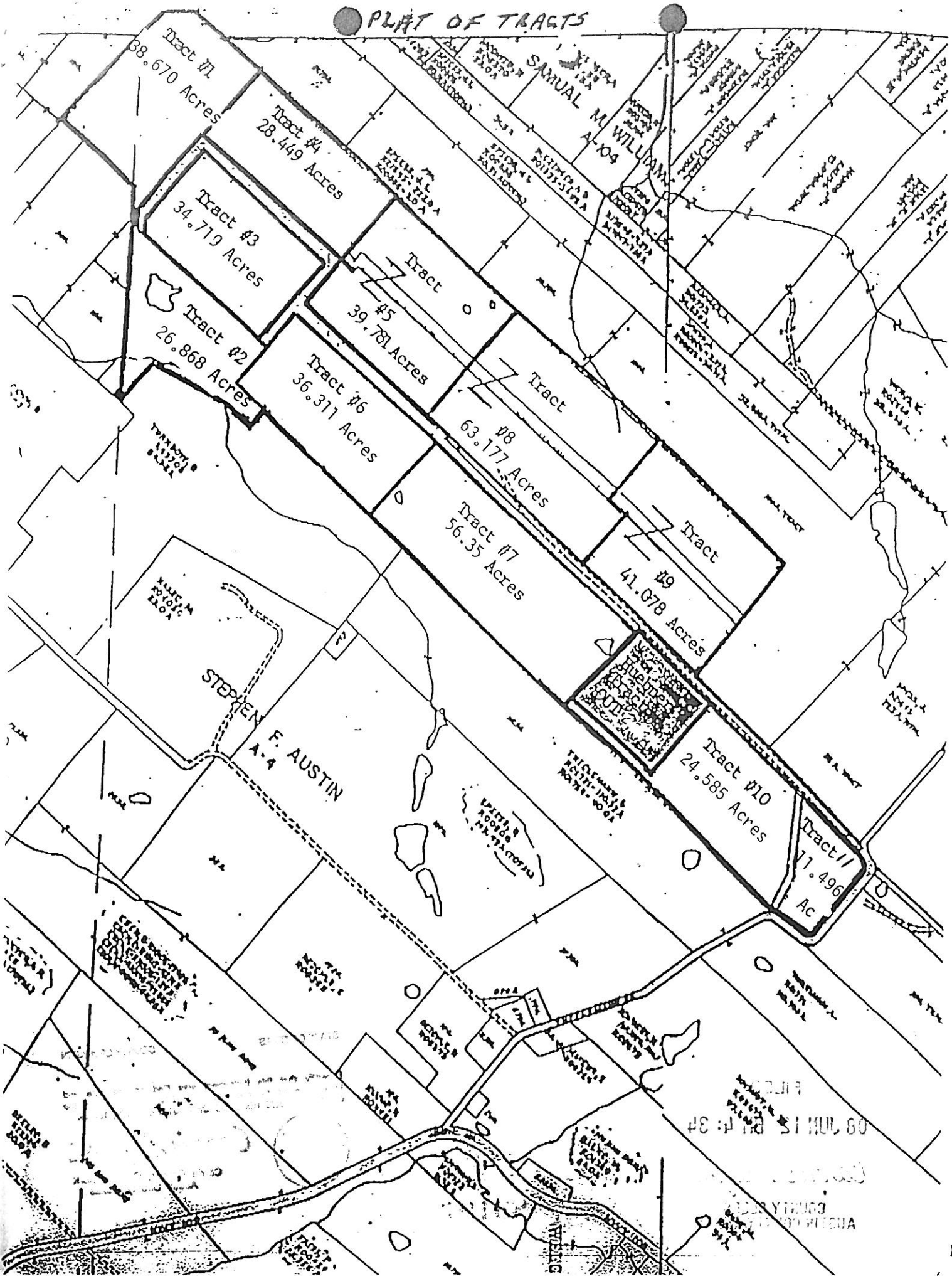
BEFORE ME, the undersigned authority, on this day personally appeared DIX R. TURNBOW, President of the Turnbow Ranch Property Owners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, 2008.



Kay Reichwein
Notary Public - State of Texas

PLAT OF TRACTS



FILED

08 JUN 12 PM 4:34

Carrie Gregor

COUNTY CLERK
AUSTIN COUNTY, TEXAS

C83197

STATE OF TEXAS

COUNTY OF AUSTIN

I certify that this instrument was filed on the date and
time stamped by me and was duly RECORDED in the
OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.



Carrie Gregor

Carrie Gregor, County Clerk
Austin County, Texas

4

MINUTES OF MEETING
TURNBOW RANCH PROPERTY OWNERS' ASSOCIATION
April 2, 2005

The Turnbow Ranch Property Owners' Association meeting duly called, after notice to all property owners was properly made, was held beginning at 10:00 a.m. on Saturday, April 2, 2005 at the home of Dix R. Turnbow, in the Welcome community, located within Turnbow Ranch. Dix R. Turnbow, chairman, called the meeting to order and thanked all those present for attending.

A Roll Call of all current property owners is attached reflecting a quorum being present.

Dix R. Turnbow announced and introduced the two additional appointed Directors of the Association. The appointment by Mr. Turnbow of Gary Chappell and Janet Keller as Directors was made in accordance with the Declaration Of Restrictions For Turnbow Ranch. The three Directors, Turnbow, Chappell and Keller will serve as Association Directors until the Association's annual meeting is held in June, 2005.

Dix R. Turnbow explained the road repairs performed on two separate occasions and the billings sent to the property owners to pay for the cost of the necessary maintenance.

Chairman Turnbow then explained the possible need to amend the Declaration Of Restrictions For Turnbow Ranch with regard to the present property tract voting system. A method to adequately allow all property owners to vote on Association matters is being made. A current detailed breakdown of the eleven (11) Turnbow Ranch tracts by ownership was provided to all in attendance. The voting change proposal presented continues to allow for eleven (11) cumulative total tract ownership votes. The one vote of each tract would however be allocated between the various owners of each original eleven (11) tracts established per the plat attached to the initial Declaration Of Restrictions For Turnbow Ranch. The voting Tract Ownership Allocation presented at the meeting is attached to these minutes. A motion was made, seconded and accepted without objection by any property owner in attendance to amend the Declaration Of Restrictions For Turnbow Ranch to provide for the allocation by ownership of the one (1) vote provided to each of the original eleven

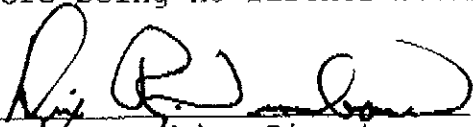
(11) tracts established per the plat attached to the initial Declaration Of Restrictions For Turnbow Ranch. The Amendment-Declaration Of Restrictions For Turnbow Ranch to be filed with the County Clerk of Austin County which amends the Declaration Of Restrictions For Turnbow Ranch to reflect the property tract voting is attached to these minutes.

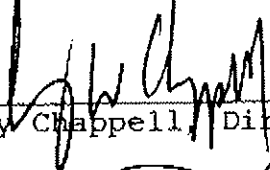
Chairman Turnbow distributed to all property owners the annual maintenance assessment to be assessed to the property owners as of June 1, 2005. The present annual assessment equals ten dollars (\$10.00) per acre for each acre located in Turnbow Ranch. The total annual assessment will be: 401.484 acres at \$10.00 per acre = \$4,014.84. A breakdown of the annual assessment by current property owners is attached to these minutes.

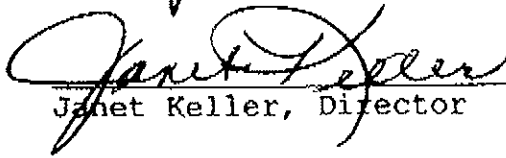
Chairman Turnbow then addressed the issue of a motor home which as been located on Tract #11, the entrance tract to Turnbow Ranch. The motor home is on the tract owned by Ed and Jean Lewis. Complaints have been received from Turnbow Ranch property owners and other neighboring property owners with concern relating to the image of Turnbow Ranch being presented and associated with mobile/temporary living facilities being allowed to exist at the entrance of Turnbow Ranch. It was brought out in discussion and acknowledged by Mr. Lewis that the motor home was to be specifically stored in a proper barn/storage facility acceptable to present a positive image of Turnbow Ranch. Mr. Lewis expressed that the plans presented prior to purchasing Tract #11 have not been changed but altered only slightly as to final location of the barn/storage facility, home, pond and roadway. Mr. Lewis stated that the wet weather experienced in the later part of 2004 and early in 2005 had hampered his desire to build the barn as previously proposed within which the motor home would be stored. The nice-upper scale image desired by the property owners of Turnbow Ranch was reiterated to Mr. and Mrs. Lewis. The Lewis' acknowledged that they have every intention to honor and uphold the desired image as expressed and sought for Turnbow Ranch by the other property owners and as well as themselves. The Lewis' said they want to be good neighbors and will follow through with the overall planned buildings and improvements to the Tract #11 property as presented prior to purchasing the land in October, 2003. A follow up as to progress of building the

barn/storage facility to house the motor home will be made in thirty (30) days.

There being no further business the meeting as adjourned.



Dix R. Turnbow, Director

Gary Chappell, Director

Janet Keller, Director

094692

AMENDMENT
DECLARATION OF RESTRICTIONS
FOR
TURNBOW RANCH

WHEREAS, a meeting of the Turnbow Ranch Property Owners Association ("TRPOA") was duly called and held on July 18, 2009 at 10:00 am at the Gary Ckudre & Pam Mills arena on Turnbow Ranch, and

WHEREAS, a roll call showed that majority of the land owners with tract voting privileges in attendance, and

WHEREAS, certain of the matters under consideration warranted explicit approval by each Owner as to whether or not to amend upon motion. second and, after discussion, a vote was taken and passed as evidenced by the signature of Owners attached hereto.

WHEREBY, the Declaration of Restrictions for Turnbow Ranch, II Organizations, I. Property Owner's Association shall be amended as follows:

Delete from the Declaration of Restrictions:

"The number of votes of each Owner is to be determined on the basis of the total number of tracts owned of the original eleven (11) tracts established per the plat attached hereto with each original tract entitled to one (1) vote. In the event that legal title to any original tract or part thereof is held by two or more Owners, then such Owners shall determine among themselves how their one (1) tract vote shall be exercised. A tract with two or more owners may not split the original tract's vote. The divided owner tract may only vote one vote. The Association shall act by and through a Board of Directors, composed of three (3) of its members, elected annually by the majority in votes of those Association members voting in each election, as noticed by the Board of Directors by U.S. Mail at a location to be determined by the Board of Directors in Austin County, Texas, which election shall be held by a meeting of the Association on the first Tuesday of each June of each year,"

Amendment added to the Declaration of Restrictions:

"Each of the eleven (11) original Tracts established per the plat attached hereto as Exhibit A is entitled to one (1) vote so that collectively there are but eleven (11) votes among all Owners. In the event that legal title to any original Tract or part thereof is held by two or more Owners, then the (1) one vote to which that Tract is entitled shall be allocated among the Tract Owners in proportion to the acreage held by each such Owner as compared to the total acreage in such Tract. All Owners can vote in person or by proxy by designating another Owner to vote in their stead, such proxy designation to be in writing delivered to the presiding Board Member preceding the meeting at which the vote is to be cast. The

Association shall act by and through a Board of Directors, composed of three (3) of its members, elected annually by the majority in votes of those Association members voting in each election, whether in person or by proxy, as noticed by the Board of Directors by U.S. Mail or electronic mail address last provided to the Association by the member, at a location in Austin County, Texas to be determined by the Board of Directors, which election shall be held by a meeting of the Association on the first Saturday of each June, or such other Saturday in May or June as designated by the Board of Directors, of each year; provided further that notice be sent to all members thirty (30) calendar days prior to the designated date of the annual meeting."

Acknowledged this 2nd day of October, 2009.

TURNBOW RANCH OWNERS' ASSOCIATION

By: [Signature]

Gary G. Ckudre, Secretary
Board of Directors

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personal appeared Gary G. Ckudre, Secretary of the Board of Directors of Turnbow Ranch Owners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated.

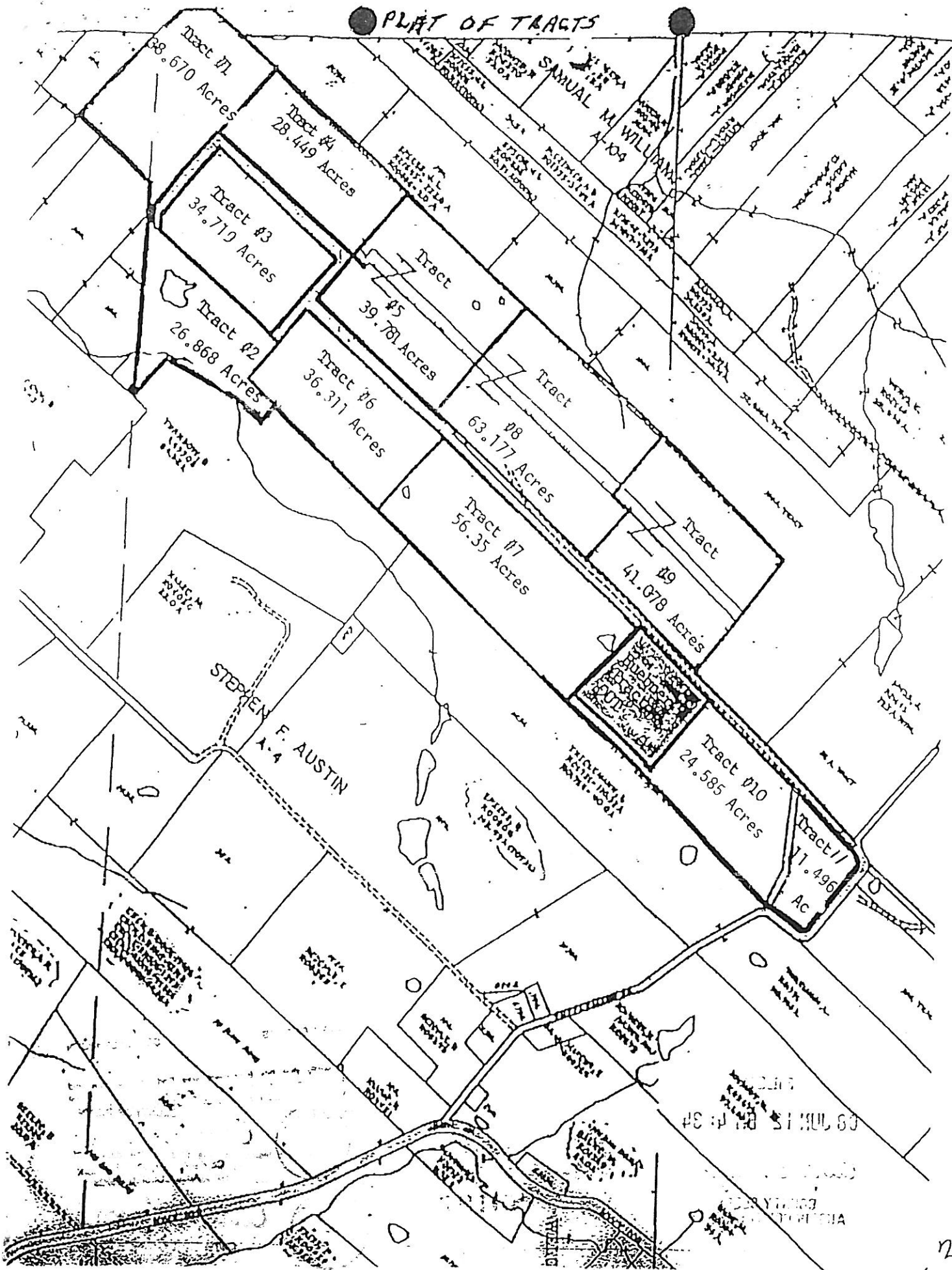
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of
OCTOBER, 2009.



Emilia Barahona
Notary Public - State of Texas

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PLAT OF TRACTS



Retto: Turnbow Ranch Property Owners
→ P.O. Box 1279
Benham, Tx. 77834

FILED

09 OCT -9 AM 11:27

Carrie Gregor
COUNTY CLERK
AUSTIN COUNTY, TEXAS

094692

STATE OF TEXAS

COUNTY OF AUSTIN

I certify that this instrument was filed on the date and time stamped by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.



Carrie Gregor
Carrie Gregor, County Clerk
Austin County, Texas

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