

## SPRING HILL HOMEOWNERS ASSOCIATION BY-LAWS

### By-Laws of the Spring Hill Homeowners Association

#### Article I. Name and Purpose

1. Name. The name of the Association shall be the Spring Hill Homeowners Association ( the Association).
2. Purpose. The purpose of the Association shall be to provide a formal organization through which residents and homeowners shall seek to preserve the natural beauty of the neighborhood and to enhance the environmental quality and economic value of the property; to promote the safety and security of residents ; to provide opportunities for social interaction; and to maintain contact with political leaders and groups whose actions may affect the neighborhood.

#### Article II. Membership, Voting, Proxies

1. Membership. Members shall be property owners in the area known as the Spring Hill Subdivision. This Subdivision is located west of Leakey, Texas, which is approximately one mile west of US Hwy 83 off of FM 337 to the north.
2. Voting. Each property owner shall be entitled to one vote per tract owned on each matter submitted to a vote of the membership.
3. Proxies. Proxies will be allowed. Votes may be cast in person or by proxy.

#### Article III. Executive Board

1. Voting members. Voting members of the Executive Board (the Board) shall be the elected officers and standing committee chairs.
2. General powers and duties. The Board shall conduct whatever duties authorized by the members in addition to administering the general business of the Association. The Board shall communicate its actions to the members as appropriate.
3. Meetings. The Board shall have a meeting at least one time each year, as determined by the President.
4. Special meetings. The Board may have special meetings at the request of the president or any two voting members of the Board. The notice of any special meeting shall state the time, place and purpose of the meeting. No business except as stated in the notice shall be transacted at a special meeting.
5. Notice. Notice of regular or special meetings of the Board shall be given to each voting member of the Board personally or by mail at least ten days, but not more than thirty days, prior to the date named for such meeting.
6. Quorum. Except as otherwise provided in the Bylaws, at all meetings of the Board, a majority of the voting Board members constitutes a quorum for the transaction of business, and the acts of the majority of the Board members present at the meeting at which a quorum is present shall be the acts of the Board.

#### Article IV. Meetings

1. Annual meeting. An annual meeting shall be held for conducting general, routine business as determined by the Executive board and for the purpose of electing officers and standing committee chairs, the exact time and place to be established by the Executive Board.
2. Special meetings. It shall be the duty of the president to call a special meeting as directed by resolution of the Executive Board, or upon presentation to the Board of a petition signed by not less than twenty percent of the Association members. The notice of any special meeting shall state the time, place and purpose of the meeting. No business except as stated in the notice shall be transacted at a special meeting.
3. Quorum. Owners on eleven tracts shall constitute a quorum for any meeting, including one member of the Executive Board.
4. Non-voting attendees. Residents of neighborhoods near Spring Hill are welcome to attend meetings and address issue but do not have a vote.

#### Article V. Officers

1. Designation. Officers of the Association shall be the president, vice president and secretary-treasure. All officers must be members of the Association at all times during their terms of office.
2. Duties. The officers' duties shall be:
  - A. President. The president shall be the principal executive of the Association and shall, in general, supervise and control all its business and affairs. He/ she shall preside at all meetings of the members and of the Executive Board. In general, he/she shall perform all duties incident to the office of president and such other duties as may be prescribed by the Executive Board from time to time.
  - B. Vice president. The vice president shall, in the absence of the president or in the event of his/her refusal to act, perform the duties of the president, and when so acting, have the powers of and be subject to all restrictions on the president.
  - C. Secretary-treasurer. The secretary-treasurer shall have charge and custody of and be responsible for all funds of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Executive Board. In general he/she shall perform the entire duties incident to the office of secretary-treasure and the president or the Executive Board may assign such other duties as from time to time to him/her. The secretary-treasure also shall keep the minutes of the meetings of the members and of the Executive Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws; and keep a register of the address of each member, which shall be furnished by such member.

#### Article VI. Committees

1. Designation. Standing committees shall be created only by amendment to these Bylaws.
2. Membership. Standing committee members shall be those Association members who volunteer to participate on one or more standing committees. Standing committee chairs and members must be members of the Association at all times during their chairmanship or membership.
3. Duties. The duties of the standing committees shall be determined when the committee is formed.

4. Ad hoc committees. The Executive Board may create such other committees as may be necessary to perform specific duties as established by the Board. The Board shall appoint the chair and members of each ad hoc committee.

#### Article VII. Elections

1. Officers and standing committee chairs. The officers and standing committee chairs shall be elected annually by the members at the regular annual meeting. If the election of officers and standing committee chairs shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer and committee chair shall hold office until his/her successor shall have been duly elected and shall have been qualified.

#### Article VIII. Resignation or Removal; Vacancies

1. Resignation or removal. Upon affirmative vote of two-thirds of the members present, any officer or standing committee chair may be removed, with or without cause, and his/her successor elected at any special meeting of the Association called for such purpose. Any officer or standing committee chair may resign at any time by giving written notice to the executive Board. 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.
2. Vacancies. Any vacancy occurring in any office or standing committee chairman for any reason other than removal may be filled by appointment by the Executive Board for the unexpired portion of the term or until such time as a successor is duly elected and qualified.

#### Article IX. Expenditures, Gifts

1. Expenditures. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by the secretary-treasurer without a co-signature or the approval of the Board where the expenditure is less than \$25.00. Approval by the Board and the co-signature of the president or another officer designated by the Board is required for expenditures of \$25.00 or more. All expenditures larger than \$100.00 shall be approved by the members at the annual meeting or at any special meeting duly called for that purpose.
2. Gifts. The Board may accept on behalf of the Association any contribution, gifts, bequest or device for the general purpose, or for any specific purpose, of the Association.

#### Article X. Funds

1. Funds. The Association shall be operated on the funds from the Association's fees. Funds shall be used exclusively for the benefit of the Association and its members.
2. Fees. Mandatory fee of \$100.00 per tract per year is to be used for the maintenance of the roads and entrance and the electrical fee for the entrance.
3. Exception. The mandatory fee of \$100.00 for road and entrance maintenance will not be assessed to tract 1, tract 4, or tract 8. However, tract 1, tract 4, and tract 8 can be assessed fees for other expenses deemed necessary the Board.

**FIRST AMENDMENT TO      Doc#    BK      Vol    Pg**  
**SPRING HILL HOMEOWNERS ASSOCIATION BY-LAWS    8401    OR      52      73**

THE STATE OF TEXAS:  
COUNTY OF REAL:

The undersigned, constituting the owners of a majority of the lots in Spring Hill Subdivision (the "Subdivision"), hereby amend the Spring Hill Homeowners Association By-Laws dated September 7, 2005, filed of record at Volume 99, Page 28 of the Real Property Records of Real County, Texas (the "Bylaws"), as follows:

1. Article IX (Expenditures, Gifts) of the Bylaws is hereby deleted in its entirety and the following is inserted in place thereof:

"1. Expenditures. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by the secretary-treasurer, without a co-signature or the approval of the Board, where the expenditure is less than \$300.00. Approval by the Board and the co-signature of the president or another officer designated by the Board is required for expenditures of \$300.00 or more. All expenditures larger than \$\_\_\_\_\_ shall be approved by the members at the annual meeting or at any special meeting duly called for that purpose.

2. Gifts. The Board may accept on behalf of the Association any contribution, gifts, bequest or device for the general purpose, or for any specific purpose, of the Association.

2. Except as set out in this First Amendment, the Bylaws are hereby ratified and affirmed in all respects.

**SECOND AMENDMENT TO  
SPRING HILL HOMEOWNERS ASSOCIATION BY-LAWS**

THE STATE OF TEXAS:  
COUNTY OF REAL:

Doc# BK Vol Pg

The undersigned, constituting the owners of a majority of the lots in ~~Spring Hill~~ Subdivision (the "Subdivision"), hereby amend the Spring Hill Homeowners Association By-Laws dated September 7, 2005, filed of record at Volume 99, Page 28 of the Real Property Records of Real County, Texas (the "Bylaws"), and First Amendment to Spring Hill Homeowners Association By-Laws filed of record at Vol.52. Pg 73 of the Real Property Records of Real County, Texas are as follows:

1. Article VI (Committees) of the Bylaws is hereby amended to read under 1. Designation as "A" to read as follows:
  - A. The ACC will be composed of three (3) members, each of whom is a current and in good standing in the subdivision known as Spring Hill Homeowners Association. The chair position will be determined by the members of the ACC. Members shall establish guidelines in accordance with the authority granted to them by provisions of the Declaration of Covenants, conditions and Restrictions. The guidelines are established to assure uniform and fair interpretation of the DCC&R's.
2. Except as set out in this Second Amendment, the Bylaws are hereby ratified and affirmed in all respects.

RESTRICTIONS, COVENANTS AND RESERVATIONS OF  
SPRING HILL SUBDIVISION

THE STATE OF TEXAS  
COUNTY OF REAL

TK Properties I, Ltd., a Texas limited partnership, being the record owner of all the land shown and described in Exhibit A attached hereto, proposed to be developed as the Spring Hill Subdivision in Real County, Texas, in order to carry out a general plan of development of said subdivision (herein sometimes called the "subdivision"), and in order to promote desirable residential living in said subdivision, to insure harmony in connection therewith, to maintain the suitability of said subdivision for private residential purposes, to carry out a general plan for the protection, benefit, use, recreation and convenience of each and every purchaser of a tract or parcel of land in said subdivision, hereby impose the following covenants, conditions and restrictions to-wit:

1. All tracts shall be used for single family residential, agricultural and the other purposes as hereinafter set out. Only one (1) permanent residence will be permitted on any tract.
2. Surface Estate Only. No minerals conveyed. Mineral exploration of any type, which would damage the surface, shall not be permitted on any tract.
3. Water shall be for domestic use, livestock, and wildlife. No commercial underground development of water resources permitted on any tract.
4. Water service is to be provided to each tract by way of a water distribution system to be transferred by Declarant to the City of Leakey. The water source will be provided by the City of Leakey. Fees for water usage and connections will be determined by the City of Leakey. The distribution system to the point of connection at the meter of each user shall be the property of and shall be operated and maintained by the City of Leakey. That portion of the distribution system from the meter to the Owner's property shall be owned and maintained by the owner. Sanitary sewer service shall be by separate septic facilities owned and maintained by the Owner in compliance with all applicable laws, rules and regulations.
5. No Owner shall use or discharge or permit the use or discharge, on or from his or her tract or elsewhere in the subdivision, any pistol, rifle (including a pellet gun, air rifle or pistol), shotgun or any other firearm, or any bow or arrow, or any other device capable of killing or injuring or causing property damage.
6. No tract in the subdivision shall be subdivided.

7. No swine are permitted on any tract in the subdivision except as projects for youths, 18 years of age and younger, for 4-H or FFA. These animals are to be fed in confinement until the date of their respective competitions only. No game chickens of any kind or emus or ostriches shall be permitted on any tracts. Other livestock, family pets and poultry for family use by an owner, shall be permitted provided they are not offensive or commercial breeding of animals conducted on a tract. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operations) shall not be considered commercial breeding of animals.
8. None of the tracts in the subdivision or improvements erected thereon, shall be used for any commercial purpose, except that private residences may be rented or leased to single families from time to time as the Owner of the tract may determine, and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of any commercial use thereof.
9. No inoperative "junk" vehicles or inoperative equipment, including but not limited to motorcycles, all-terrain vehicles, go-carts, and boats shall be permitted to remain on any tract for longer than sixty (60) days after the vehicle becomes inoperative.
10. No trash, garbage, refuse, used lumber, or unsightly items may be maintained, kept, thrown, dumped, or otherwise disposed of on any tract. Any trash left on the road for pick-up shall be contained in an enclosed structure that will shield it from view from the road and protect it from scattering by animals.
11. A Primary single-family single story dwelling house containing no less than 1,600 square feet of combined living area and attached enclosed garage exclusive of porches, breezeways, carports or basements may be erected on any tract. Said dwelling shall contain a minimum of 1,200 square feet of living area. The minimum square feet of living area shall be that area which is heated and cooled.
12. Multiple story dwellings must contain not less than 1,800 square feet of combined living area and attached enclosed garage area on the ground floor. The living area on the ground floor shall contain a minimum of 800 square feet. The living area on the second story shall contain a minimum of 600 feet.
13. Secondary residence structure (guest houses) shall have no required minimum square footage, however, a secondary residence structure can only be constructed after, or concurrent with the construction of the primary residence structure.

14. A "bed and breakfast", or any type of tourist lodging service within rooms of the principal residence or in a separate guesthouse situated on the tract shall not be permitted.
15. The exterior of any building shall be completed not later than the (10) months after the laying the foundation of that respective building.
16. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or waste disposal system approved by the County and /or State Health Department or other governing body controlling wells and septic tanks.
17. A dwelling house shall not be moved onto any tract. Any dwelling house shall be constructed and erected on site. The relocation reconstruction of a structure of quality and integrity, to be used as an accessory building shall be permitted. Mobile, modular, pre-manufactured and /or industrial built homes shall not be used as a dwelling, nor stored on any tract. The term dwelling house (for purposes set out in this paragraph) shall include guesthouses.
18. No structure shall be erected on any tract nearer than 30 feet from property line.
19. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreational vehicle, on their tract, so long as it is not used as permanent dwelling and is not stored closed to the public road than the rear line of the residence. During the period of construction of a dwelling house, tract owners may camp in a recreational vehicle on the tract for a period not exceeding twelve (12) months.
20. Each tract owner shall be permitted to camp overnight in a recreational vehicle or tent for a continuous period not exceeding 30 days nor more than a total of 60 days during any calendar year, provided the tract owner is present and the campsite is no closer than 50 feet from any property line.
21. All fences constructed in the subdivision shall be constructed with new materials of wood plank, rock, pipe, or net wire. They shall be installed in a workman-like manner and shall not detract from the appearance of the subdivision. All fences shall be, at a minimum. Forty-two (42) inches high. No barbed wire fences shall be allowed.
22. No modification of the existing topography of a tract (whether by fill, placement of improvements, grading, beams or other method or means) shall be permitted that would result in the ponding or accumulation of surface water along any street or upon or across any adjoining tract.
23. The Declarant reserves unto itself and/or its assigns, an easement for utility purposes, ten (10) feet wide on each side of the tract lines and public roadways



and twenty (20) feet along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone, water and other utility lines and easements for anchor guy combination wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with such lines, with the right of ingress to egress from across said premises for employees of utility companies owning said lines.

24. Buyers at their own expense shall construct their own access driveways on the main road right of way.
25. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of the tracts in the subdivision.
26. Outbuildings, (barns, garden house, etc.) must be permanent in nature and sheet-iron, sheet aluminum or sheet fiberglass siding is to be painted. Unpainted sheet-metal roofs are permitted.
27. All structures in the subdivision shall be constructed and maintained in such a way as to not detract from the appearance of the subdivision.
28. Buyer hereby authorizes Seller and/or Assigns to improve and maintain the Spring Hill roads and main entrance and to charge each property owner a fee of \$100.00 per tract per year. Such charge shall not be assessed against Seller and/or Assigns. It is understood and agreed that this road maintenance charge (If not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting Seller and/or Assigns such rights to enforce said liens as may be set forth in Sec. 1.002 of the Texas Property code, as amended time to time.
29. That at such time as Seller may determine at his sole discretion, the Seller shall have the authority but not the obligation to notify each tract owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Property Owners' Association. A majority of the votes of the tract owners in attendance at such meeting or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including Seller, attending or represented by written proxy at such meetings shall have one vote for each tract owned on all business to come before the meeting. Upon the creation and organization of such organization, as nonprofit corporation, or otherwise, Seller shall transfer and assign to the association the current balance of the road and main entrance maintenance fee, if any. Thereafter such association shall have the power, authority and obligation to maintain the roadways and main entrance of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said

association such rights to enforce said liens as may be set forth in Sec. 1.002 of the Texas Property Code, as amended time to time.

30. Any Owner of any tract may enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is by way of an injunction or by recovery of damages, and the failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall also have the right, not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth herein.
31. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force or effect.
32. The covenants and restrictions may be amended by means of a written, recorded amendment signed by the owners of no less than seventy percent (70%) of the tracts with one vote per tract. For the purpose of this paragraph, the Declarant shall be considered the Owner of all tracts where record title is held by the Declarant, however, the Declarant will not vote for the formation, nor will the Declarant block the formation of an Owners Association. Further, under the same procedure required for an amendment under this paragraph, waivers or variances of these covenants and restrictions may be granted from time with respect to any tract, or with respect to any owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be affected.
33. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than (50) percent of the Owners. Neither any amended nor any termination shall be effective until recorded in the Official Deed Records of Real County, Texas, and all requisite governmental approvals, if any, have been obtained.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions; and all other provisions shall remain in full force and effect.

These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and heirs, successors, and assigns. These easements,

covenants, conditions, and restrictions shall be for the benefit of the Property, each Tract, and each Tract Owner.

If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

This document is being recorded in Volume \_\_\_, Page \_\_\_ of the Real Property Records of Real County, Texas.

Dated this 29 day of April, 2003.

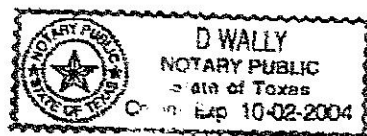
TK Properties I, Ltd.  
By: TK Properties, Inc.

By: Tom Kirkpatrick  
Tom Kirkpatrick, President

State of Texas

County of Real

Before me, Dee Dee Wally, a notary public, on this day personally appeared, Thomas L. Kirkpatrick, President of TK Properties, Inc., General Partner of TK Properties I, Ltd. 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 purpose and consideration therein expressed. Given under my hand and seal of office this 29<sup>th</sup> day of April, 2003.



*D. Wally*

**FIRST AMENDMENT TO  
RESTRICTIONS, COVENANTS AND RESERVATIONS OF  
SPRING HILL SUBDIVISION**

THE STATE OF TEXAS:  
COUNTY OF REAL:

Doc#	BK	Vol	Pg
6400	OR	52	61

Pursuant to Section 32 of the Restrictions, Covenants and Reservations of Spring Hill Subdivision dated April 29, 2003, filed of record at Volume 77, Page 104 of the Real Property Records of Real County, Texas (the "Declaration"), the undersigned, constituting the owners of no less than seventy percent (70%) of the tracts in Spring Hill Subdivision (the "Subdivision"), hereby amend the Declaration as follows:

1. Section 28 of the Declaration is hereby deleted in its entirety and the following is inserted in place thereof:

"28. The owners of lots in the Subdivision will be charged an annual assessment of \$100.00 per lot per year (the "Annual Assessment"). The Annual Assessment will be paid to the Property Owners' Association and will be used to improve and maintain the Subdivision roads and main entrance. The Annual Assessment will not be assessed against Declarant.

The Annual Assessment will be due and payable before January 1<sup>st</sup> of each year and will become past due on January 31<sup>st</sup>. If the Annual Assessment has not been paid in full by March 31<sup>st</sup>, an additional \$25.00 administrative fee will be added to the Annual Assessment and all past-due amounts will then accrue interest at 10% per annum until paid in full.

All sums assessed as provided for in this Declaration that remain unpaid, together with interest, costs of collection and reasonable attorneys' fees, shall bind upon and be a continuing lien and charge upon the lot against which such Assessment is made. The Property Owners' Association and its agents have the right and power to bring all actions for the collection of such charges as a debt and to enforce the aforesaid lien, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in section 51.002 of the Property Code of the State of Texas (as amended). Each owner of a lot in the Subdivision expressly grants to the Property Owners' Association a power of sale in connection with said lien. The lien herein provided for shall be in favor of the Property Owners' Association for the benefit of all owners in the Subdivision."

2. Except as set out in this First Amendment, the Declaration is hereby ratified and affirmed in all respects.

**SECOND AMENDMENT TO  
RESTRICTIONS, COVENANTS AND RESERVATIONS OF  
SPRING HILL SUBDIVISION**

Doc# BK Vol Ps  
7522 OR 61 242

THE STATE OF TEXAS:  
COUNTY OF REAL:

Pursuant to Section 32 of the Restrictions, Covenants and Reservations of Spring Hill Subdivision dated April 29, 2003, filed of record at Volume 77, Page 104 of the Real Property Records of Real County, Texas, as amended by First Amendment to Spring Hill Homeowners Association Restrictions filed of record at Volume 52, Page 61 of the Real Property Records of Real County, Texas (as amended, the "Declaration"), the undersigned, constituting the owners of no less than seventy percent (70%) of the tracts in Spring Hill Subdivision (the "Subdivision"), hereby amend the Declaration as follows:

1. The following is hereby inserted in the Declaration as Section 34 thereof:

34. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee (the "ACC") is hereby established.

(a) The ACC will be composed of three (3) members elected as provided the By-Laws of the Property Owners' Association. Neither the ACC nor the individual members of the ACC will be liable for any act or omission in performing or purporting to perform the functions delegated hereunder.

(b) The ACC will develop and promulgate to all Owners written standards for the construction of improvements in the Subdivision, which standards will supplement but not contradict the terms of the Declaration.

(c) No foundation, building, wall, fence, or other improvement of any character may be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any lot in the Subdivision until construction plans and specifications showing at least the following have been submitted to and approved in writing by the ACC more than sixty (60) days before construction is scheduled to commence: the location of the structure or improvements, the size, roof pitch, exterior stone type and pattern, quality of material, and harmony of external design, materials and color scheme with existing and proposed structures, location with respect to topography, finish grade elevation, and otherwise as to compliance with the Declaration.

(d) In the event the ACC fails to approve or disapprove submitted plans or to request additional information within forty-five (45) days after submission, the Owner shall give the ACC written notice of its failure to respond (the "Follow-Up Notice"). Unless the ACC responds in writing within ten (10) days after the ACC's receipt of the Follow-Up Notice, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied with respect to the plans and specifications that were provided to the ACC. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by such ACC including, with limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

(e) The approval of any construction that is not commenced within six (6) months after approval by the ACC shall be void.

(f) Notwithstanding anything to the contrary herein contained, the ACC is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and reasonable deviations from any of the requirements of the Declaration relating to the type, kind, quantity or quality of the building materials to be used in construction of any building or improvement on any lot in the Subdivision and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of a majority of the ACC, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the subdivision and its improvements as a whole.

(g) Any violation of the rules, regulations, decisions and guidelines of the ACC are enforceable by the Property Owners' Association in the same manner as any other infractions or breach of the Declaration and other covenants, restrictions, rules and regulations governing the Subdivision and Owners and residents therein.

2. Except as set out in this Amendment, the Declaration is hereby ratified and affirmed in all respects.

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1. Section 11 of the Declaration is hereby inserted as Section 11 A, to read as follows:

#### ARCHITECTURAL CONTROL COMMITTEE

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee designated as the Architectural Control Committee (ACC) is hereby established to carry out all duties as noted herein with full authority to approve and disapprove and control all construction, development and improvement activities of any kind (including, without limitation, structures, Living Units and buildings) within the Subdivision and to insure that all such improvements are constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are designed to be compatible with Declarant's conceptual plan for the overall Subdivision and/or as decided by the Architectural Control Committee. The ACC in furtherance of its duties hereunder may prescribe rules, regulations, decisions and guidelines relating to the development of the Subdivisions along with the express power to analyze and interpret any covenant herein. Even though for a period of time Declarant is allowed to appoint and replace members of the ACC, the ACC shall be deemed to be a committee of the Association, the violation of the applicable rules, regulations, decisions and guidelines of the ACC are enforceable by the Association in the same manner as any other infractions or breach of this Declaration and other covenants, restrictions, rules and regulations governing the Subdivision and Owners and Residents therein. Applicant must formally submit, with written request for approval and within 60 days of construction, all plans, specifications and other information for compliance with all the requirements of this Declaration and ACC. In the event the ACC fails to approve submitted plans or to request additional information reasonably required within forty-five (45) days after submission, the applicant shall give the ACC written notice of its failure to respond. Unless the ACC responds within 10 days of the receipt of such notice, approval will be deemed granted.

2. Except as set out in this Second Amendment, the Restrictions are hereby ratified and affirmed in all respects.

Executed effective for all purposes as of 9/4, 2010