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MIDDLE CREEK CROSSING DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS   §       010515  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BLANCO   §

WHEREAS, Stone Ledge Partners, Ltd., a Texas limited partnership ("Declarant"), is the owner of certain real property, more particularly described on Exhibit-A attached hereto and incorporated herein by reference ("Property"), which Declarant proposes to develop and subdivide for residential purposes; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, and to convey the Property subject to certain protective covenants, conditions, easements, restrictions, liens and charges hereinafter set forth; and

WHEREAS, Declarant desires to create a homeowner's association for the purpose of maintaining certain common areas, administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, it is hereby declared (i) that all the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and shall run with the Property, shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following easements, covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

ARTICLE 1  
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter specified.

1.1 Architectural Control Committee. "Architectural Control Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Architectural Control Committee Rules. "Architectural Control Committee Rules" shall mean the rules and regulations adopted by the Architectural Control Committee, as from time to time amended.

FILED this 1 day of Jan 2001  
11:32 A M

DOROTHY UECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
B. [Signature] Deputy

1.3 Articles. "Articles" shall mean the Articles of Incorporation of Middle Creek Crossing Owners Association, Inc., filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.4 Assessment. "Assessment" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.5 Association. "Association" shall mean Middle Creek Crossing Owners Association, Inc., a Texas non-profit corporation.

1.6 Board. "Board" shall mean the Board of Directors of the Association.

1.7 Bylaws. "Bylaws" shall mean the Bylaws of the Association adopted by the Board, as from time to time amended.

1.8 Common Area. "Common Area" shall mean the land described on Exhibit "B" attached hereto and incorporated herein by reference, as from time to time modified in accordance with this Declaration, and which is owned and held by the Association for the common use and enjoyment of the Owners.

1.9 Declarant. "Declarant" shall mean Stone Ledge Partners, Ltd., a Texas limited partnership, or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant.

1.10 Declaration. "Declaration" shall mean this instrument, as from time to time amended.

1.11 FHA. "FHA" shall mean the Federal Housing Administration.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and any facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.13 Lot. "Lot" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.

1.14 Member. "Member" shall mean any Person holding membership rights in the Association.

1.15 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering

any portion of the Property given to secure the payment of debt.

1.16 Mortgagee. "Mortgagee" shall mean the owner and holder of a Mortgage.

1.17 Occupied Lot. "Occupied Lot" shall mean a Lot upon which Improvements have been constructed and which has been occupied for residential use. Once a Lot has been so occupied and used, it will be deemed an "Occupied Lot" for purposes of this Declaration regardless of whether it ceases to be occupied at any time thereafter.

1.18 Owner. "Owner" shall mean any Person, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.19 Person. "Person" shall mean any individual or entity having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean the documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.21 Plat. "Plat" shall mean a subdivision plat of any of the Property.

1.22 Property. "Property" shall mean the real property described on Exhibit A attached hereto and incorporated herein by reference, as from time to time modified in accordance with this Declaration.

1.23 Restrictions. "Restrictions" shall mean this Declaration, the Articles and Bylaws of the Association, and any rules of the Association or its committees, as from time to time in effect and from time to time amended.

1.24 Subdivision. "Subdivision" shall mean any portion of the Property which is subdivided, as shown on a map or plat of record in the Plat Records of Blanco County, Texas.

1.25 Supplemental Declaration. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant which is expressly made subject to all the terms and restrictions of this Declaration, except as otherwise expressly set forth in such Supplemental Declaration.

1.26 VA. "VA" shall mean the Veteran's Administration.

## ARTICLE 2 ADDITIONS/WITHDRAWALS FROM THE PROPERTY

2.1 Addition of Land. Additional properties may be annexed into the Property at any time with the assent of a majority of the votes for each class of Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter. Upon the filing of a notice of addition of land as hereinafter described (which notice may be contained within a Supplemental Declaration affecting such lands), this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added lands and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added lands as with respect to the lands originally covered by this Declaration, except as expressly provided otherwise in a Supplemental Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Real Property Records of Blanco County, Texas, a written instrument which gives notice of the addition of land, and which contains the following provisions:

- (a) a reference to this Declaration, which reference shall state the book and page numbers of the Blanco County Real Property Records wherein this Declaration is recorded;
- (b) a statement that the provisions of this Declaration shall apply to the added lands, except as expressly provided otherwise therein;
- (c) a legal description of the added lands;
- (d) a legal description of any Common Area within the added lands;  
and
- (e) the written consent of all Owners of the added lands.

Upon the recording of any such instrument, the Owners of all Lots within the area affected by such Supplemental Declaration shall have the rights, privileges, and obligations with respect to such property in accordance with the provisions of, and to the extent set forth in this Declaration and each Supplemental Declaration.

2.2 Withdrawal of Land. Declarant shall have the right at any time prior to the earlier of (i) the date the Class B membership hereinafter provided for is converted to Class A membership, or (ii) December 31, 2002, to reduce or withdraw lands then owned by Declarant from the Property, and upon any such withdrawal this Declaration and the covenants, conditions, restrictions and obligations, set forth herein shall no longer apply to the lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Real Property Records of Blanco County, Texas, a notice of withdrawal of land containing the following provisions:

- (a) a reference to this Declaration, which reference shall state the book and page numbers of the Blanco County Real Property Records wherein this Declaration is recorded;

- (b) a statement that the provisions of this Declaration shall no longer apply to the withdrawn lands;
- (c) a legal description of the withdrawn lands; and
- (d) a legal description of any Common Area within the withdrawn lands.

ARTICLE 3  
GENERAL RESTRICTIONS

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions.

3.1 Towers and Antennas. Antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation should be erected in a manner that limits their visibility from public roads.

3.2 Insurance Rates. Nothing shall be done or kept on the Property which would increase the customary rate of insurance or cause the cancellation of insurance on any portion of the Property or any of the Improvements located thereon without the prior written approval of the Board.

3.3 Subdividing. No Lot may be resubdivided, without the prior written approval of the Board, except that from and after January 1, 2005, the Lots then subject to the Declaration may be re-subdivided one (1) time only. For example, written approval for resubdivision may generally be granted for the purpose of acquiring financing. No portion of any re-subdivided Lot shall be less than ten (10) acres with a minimum of fifty feet (50') of frontage on a public road. Notwithstanding anything to the contrary in this Declaration, the portion for the Property described more particularly on Exhibit "D" attached hereto (the "Phase 2 Property") may be subdivided into no more than sixteen (16) Lots, each containing a minimum of twenty-five acres, one of which Lots ("Lot 22") may contain in excess of one hundred (100) acres without any requirement of Board approval. Notwithstanding anything herein to the contrary, Lot 22 may be resubdivided prior to January 1, 2005 into no more than four (4) lots, each having at least twenty-five (25) acres without any requirement of Board approval. From and after January 1, 2005, Lots then in the Phase 2 Property, including without limitation those Lots resubdivided out of Lot 22 as provided above, may be resubdivided one (1) time only. No portion of any of such subdivided Lots shall be less than ten (10) acres with a minimum of fifty feet (50') of frontage on a public road.

3.4 Signs. Except for signs, billboards or other advertising devices displayed by Declarant, for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 3.4 are expressly transferred, shall own any portion of the Property, no sign of any kind shall be displayed to the public view on any portion of the Property or the Common Area, except:

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3.10 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no fireworks shall be discharged upon the Property.

3.11 Firearms and Hunting. Hunting on the Property is prohibited except as expressly permitted in this Section 3.11. Rifle hunting is permitted on any portion of the Property under common ownership which contains fifty (50) or more acres. Bow, pistol or black powder rifle deer hunting is permitted on all portions of the Property. Hunting of wildlife other than deer, such as birds, using a shotgun is permitted on all portions of the Property. The Board may, in its sole discretion, grant a variance for (1) one licensed Owner per Lot to rifle hunt on smaller Lots if: 1) the neighboring Owner(s) gives written approval; 2) the requestor submits a drawing indicating the location of any deer blind or feeder; and (3) the requestor establishes shooting lanes to assist in preventing accidents. All hunting on the Property must be in accordance with the Blanco County and State of Texas regulations and the Wildlife Management Program guidelines and regulations. Firearms may be used at any time for self-defense purposes. No rifle ranges or pistol ranges shall be allowed on any portion of the Property.

3.12 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Control Committee; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior written approval of Declarant, which approval may include the nature, size, duration and location of such structure.

3.13 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.14 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any portion of the Property so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall at all times, except when in actual use, be kept in enclosed structures or screened from view, and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. No inoperable automobiles or other vehicles may be parked overnight on any roadway within the Property. No automobiles or other vehicles may be parked overnight on any roadway within the Property for more than two (2) consecutive nights. Service areas, storage areas, compost piles, and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

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3.15 Camping: Mobile Homes, Travel Trailers and Recreational Vehicles.

Overnight camping is prohibited on the Property, except that camping in recreational vehicles (RV), fifth (5th) wheel camper trailers or pull-behind pop-up campers shall be allowed for a maximum of forty-five (45) days per year, but at no time for more than fifteen (15) consecutive days. Such vehicles shall be stored in enclosed structure after fifteen (15) days. Otherwise, no mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for any period in excess of forty-eight (48) hours.

3.16 Fences. A fencing plan for each Lot shall be submitted as part of the Plans and Specifications. The Architectural Control Committee may in its discretion prohibit the construction of any proposed fence, modify the requirements as to how slats of a wood fence shall face, specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property. Game-proof fences are not permitted around the Lot perimeter.

3.17 Animals - Household Pets. A maximum of two (2) animals consisting of any combination of horses, cows, goats or sheep is allowed per five (5) acres and must be fenced at all times. No pigs, hogs, swine, poultry, fowl, or wild animals may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the property of its owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

3.18 Masonry Requirements. The exterior of each structure built upon the Property shall be of at least fifty percent (50%) masonry construction. Brick, natural stone and stucco shall be considered to be masonry for purposes of this section. All other exterior siding materials, must be at a minimum a premium Lap Siding with wood or other exterior material of similar quality to Masonite "Miratec" or "Handie Planks", unless otherwise approved by the Architectural Control Committee. Combinations of materials and the color and proportion thereof shall aesthetically and architecturally blend with and enhance the Subdivision, and shall be subject to approval by the Architectural Control Committee. No metal exterior siding shall be permitted on any Improvements except, barns that house animals or agricultural related products.

3.19 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as unreasonably to interfere with or prevent normal construction activities during the construction of Improvements by an

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owner (including Declarant) upon any portion of the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to construction practices customary in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Control Committee, provided that such waiver shall be only for the reasonable period of such construction.

3.20 Construction in Place. Except as expressly provided in this Section 3.20, all dwellings constructed on the Property shall be built in place on the Property and the use of prefabricated materials other than trusses and wall panels shall be allowed only with the prior written approval of the Architectural Control Committee. No manufactured homes, mobile homes or pre-fabricated built on-site homes shall be allowed in the Subdivision. Pre-existing houses located at another site may be moved onto the Property only with the prior written approval of the Architectural Control Committee, which may require the Owner to submit a complete set of plans and specifications of the structure to the Architectural Control Committee as a requirement for its consideration.

3.21 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after construction has commenced. If a pre-existing structure is moved to the Property, construction must begin within fifteen (15) days and must be completed within one (1) year and comply with all building restrictions.

3.22 Location of Improvements. No buildings or other structures shall be located on the Property within one hundred (100) feet of a public road. No building or other structure shall be located on the Property nearer than fifty feet (50') to any boundary line of the tract upon which it is located. For the purposes of this Declaration, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on the Property to encroach upon another tract. Notwithstanding the general guidelines herein set forth as to location of improvements upon the Property, it is the intention of Declarant to establish the importance of locating the Improvements so as to preserve existing natural trees, vegetation and topography to the extent reasonable and practical. The Architectural Control Committee shall be specifically empowered to require or to grant variances with respect to these guidelines, so long as the location of the Improvements will not encroach upon any other tract, utility easement, or public right-of-way.

3.23 New Materials. Only new materials shall be utilized in constructing any structures situated upon the Property, unless approved by the Architectural Control Committee.

3.24 No Window Units. No window or wall type air conditioner, which is visible from any street in the Subdivision, shall be permitted to be used, placed or maintained on or in any building in any part of the Property.

3.25 Minimum Floor Area. The air conditioned portion of the primary dwelling



structure erected on any portion of the Property shall have a floor area of not less than one thousand eight hundred (1,800) square feet, such area to be exclusive of all porches, carports, garages and other rooms which are not air conditioned with the main living quarters. The existing stone house on Tract 3 (as described on Exhibit "C" attached hereto) shall not be subject to the minimum floor area provided; a new primary residence is constructed which meets the minimum floor requirements, or the house is used as a part-time residence which is occupied no more than 90 consecutive days and 180 days total per year.

3.26 Other Structures. There may not be constructed on any portion of the Property any buildings other than the primary residence, and those structures permitted under this Section 3.26. One (1) guest house shall be allowed on each Lot. The guest house shall be built simultaneously or after completion of the primary residence structure. The guest house shall have a floor area of not less than six hundred (600) square feet. The existing stone house on Tract 3 may be used as the guest house without being subject to the minimum floor area requirement. All existing structures on Tract 3 or Tract 8 (as described on Exhibit "C" attached hereto) are permitted structures hereunder. Detached garages, workshops and barns shall be allowed on each Lot. Such structures shall not be used for residential purposes and shall be constructed with wood or other siding similar to the material used in constructing the primary residence.

3.27 Design. No dome or Quonset-type structures shall be allowed in the Subdivision.

3.28 Composite Building Site. Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site, and may place or construct Improvements on such site with the prior written approval of the Architectural Control Committee. In cases of such consolidation of Lots, setback lines shall be measured from the two side Lot lines existing after consolidation, rather than from the Lot lines shown on the Plat. The Owner may not thereafter resubdivide the consolidated Lots without the prior written approval of the Board.

3.29 Texas Wildlife Management Program. The Property is currently subject to the Texas Wildlife Management Program. Under the Texas Wildlife Management Program, a majority of each Owner's land shall be taxed at reduced tax rates. Failure to follow the Program guidelines may subject an Owner to a five (5) year tax roll back by the Blanco County Appraiser's Office.

3.30 Compliance with Provisions of Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as from time to time amended. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by any Owner.

3.31 No Warranty of Enforceability. While Declarant has no reason to believe that any of the covenants, terms or provisions of this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or

- (a) builders may display one (1) sign of not more than six (6) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the construction and/or sale period;
- (b) any owner may display one (1) sign of not more than four (4) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent;
- (c) signs required for legal proceedings; and
- (d) permanent entrance signs for the Subdivision which may be designed, located and erected by Declarant, in Declarant's sole judgment.

3.5 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.6 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.7 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Control Committee. In the case of single-family residences to be constructed on a Lot, the Architectural Control Committee may limit its review to a review of a typical floor plan for the proposed residence, and upon the Architectural Control Committee's approval of such floor plan, residences may be constructed consistent with the approved floor plan without the requirement of further review or approval by the Committee, anything herein to the contrary notwithstanding.

3.8 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the owner thereof.

3.9 Roofing Materials. Roofs shall consist of metal, wood shingles or dimensional fiberglass asphalt or composition shingles of a weight equal to 240 pounds or more per square. Any other type of roof must be approved by the Architectural Control Committee.

representation as to the present or future validity or enforceability of any such covenant, term or provision. Any owner acquiring a Lot in reliance on one or more of such covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and by acquiring such Lot agrees to hold Declarant harmless therefrom.

#### ARTICLE 4 USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single-family residential use, including related or ancillary uses approved by the Association, including Common Areas, utility easements, and recreational facilities. Such use may include a home occupation as provided in Section 4.1. "Single-family" shall mean a group of persons related by blood, marriage or adoption and shall also include foster children and domestic servants.

4.2 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by the Architectural Control Committee, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and improvement.

4.3 Home Occupations. Notwithstanding Section 4.1, a Lot may be used for a home occupation in connection with its residential use, so long as such home occupation complies with all the terms of this Section 4.3. Any home occupation shall be conducted entirely within the single-family residence and/or any auxiliary building(s) located on the Lot. The single-family residence located on the Lot shall be the bona fide residence of the practitioner of the home occupation (the "Practitioner") conducted on the Lot. In addition to the Practitioner's immediate family members residing on the Lot, no more than one (1) natural person may participate in any and all home occupations conducted on the Lot. The residential character of the Lot and the single-family residence located on the Lot shall be maintained at all times. No interior or exterior alteration or any other Improvement or use shall be allowed that requires compliance with non-residential construction codes. No storage facility shall be allowed for an office located in the residence. No signs advertising the home occupation shall be placed on the Lot. In no event shall the home occupation be a nuisance to the other Lots. No home occupation shall generate customer related vehicular traffic in excess of three (3) vehicles per twenty-four (24) hours per day in the Subdivision of which the applicable Lot is a part (excluding vehicle trips for family, household or other residential purposes). Parking for all vehicular traffic related to home occupations shall be limited to the Lot. Such parking on any other Lot, facility or common road is prohibited.

#### ARTICLE 5 ASSOCIATION MATTERS

5.1 Organization. Concurrently with the recordation of this Declaration, Declarant has caused the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and

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vested with the powers prescribed in its Articles and Bylaws, in this Declaration, and by applicable law. Neither the Articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Any Person upon becoming an owner of an Occupied Lot automatically and concurrently shall become a Member of the Association. Declarant shall be a Member of the Association so long as Declarant owns any Lot. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

5.3 Voting Rights. The right to cast votes and the number of votes which may be cast for election of the Board, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (a) below are hereinafter sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

- (a) The Owner (other than Declarant) of each Occupied Lot within the Property shall have one (1) vote for each Occupied Lot so owned.
  - (b) Declarant shall have three (3) votes for each Lot owned by it (regardless of whether occupied) until the earlier of (i) December 31, 2005, or (ii) the date when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership (i.e. the date that 75% of the Lots have been sold by Declarant and occupied). Thereafter, the Class B membership shall cease and be converted to Class A membership, and Declarant shall have only one (1) vote for each Lot owned by it, if any. The total votes held by the Class A members and the total votes held by the Class B members shall be recalculated upon the addition to or subtraction of lands from the Property. If at any point in time the total votes held by the Class A membership equals the total votes held by the Class B membership, the Class B membership shall cease and convert to Class A membership regardless of whether a future addition or subtraction of land would create a different result.
  - (c) Any property interest entitling the Owner thereof to vote as herein provided held jointly or in common by more than one Owner shall require that such Owners thereof designate, in writing, a single Owner who shall be entitled to cast such vote and no other person shall be authorized to vote in behalf of such property interest. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owners thereof to file such designation, such vote shall neither be
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cast nor counted for any purpose whatsoever.

5.4 Duties of the Association. Subject to and in accordance with this Declaration, the Association acting through the Board shall have and perform each of the following duties:

- (a) accept, own, operate, and maintain all personal and real property conveyed to or leased by the Association ("Association Property"), together with all Improvements thereon and all appurtenances thereto;
- (b) own and maintain all Common Area and all Improvements thereon and all appurtenances thereto, all streets (including median areas) which have been constructed but not accepted by the appropriate governmental entity, and all entry signs and associated landscaping;
- (c) pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Association Property and the Common Area, to the extent that such taxes and assessments are not levied directly upon the Members; and the Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments;
- (d) obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the functions of the Association;
- (e) make, establish, promulgate, and in its discretion to amend or repeal and reenact, the Bylaws and such rules not in conflict with this Declaration as it deems proper, covering any and all aspects of its functions, including the use and occupancy of the Association Property and the Common Area;
- (f) keep books and records of the Association's affairs and to make such books and records, together with a current copy of this Declaration, available for inspection by the Owners and the Mortgagees upon request during normal business hours; and
- (g) carry out and enforce all duties of the Association set forth in this Declaration and in the Restrictions.

5.5 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding

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sentences, the Association and the Board, acting on behalf of the Association, shall have the following power and authority at all times.

- (a) The Association shall have the power and authority to levy Assessments in accordance with and as provided in this Declaration.
  - (b) The Association shall have the power and authority to enter at any time in an emergency (or in a non-emergency after twenty-four (24) hours written notice to the Owner of the affected Property), without being liable to any Owner, upon any Lot or any Common Area for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any Lot, Common Area, Improvement, or other facility to conform to this Declaration. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any items of construction in enforcing this Declaration before judicial proceedings are instituted by the Association. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the owner of the affected Lot, shall be a lien upon such Lot and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided herein for regular and special Assessments.
  - (c) The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of an Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of, this Declaration. The Association is also authorized to settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
  - (d) The Association shall have the power and authority to grant and convey to any person or entity any Association Property and/or any Common Area and/or any interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any of same for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder;
    - (i) roads, streets, walks, driveways, parking lots, trails, and paths;
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- (ii) lines, cables, wires, conduits, pipelines, or other devices for utility purposes;
- (iii) sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; or
- (iv) any similar Improvements or facilities.

Nothing in this subparagraph (c) shall be construed to permit the use or occupancy of any Improvement or other facility in any way which would violate other provisions of this Declaration.

- (c) The Association shall have the power and authority to retain and pay for the services of a manager to manage and operate the Association, including the Association Property and/or the Common Area, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the manager. To the extent permitted by law, the Association and the Board may delegate any duties, powers, and functions to the manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the manager of any such duty, power, or function so delegated.
  - (f) The Association shall have the power and authority:
    - (i) to retain and pay for legal and accounting services necessary or proper in the operation of the Association;
    - (ii) to pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to and all maintenance of the Association Property and the Common Area, in accordance with this Declaration and the Restrictions;
    - (iii) to obtain and pay for any other property and services and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or this Declaration;
    - (iv) to construct new Improvements or additions to the Association Property or the Common Area, subject to the approval of the Architectural Control Committee;
    - (v) to enter into contracts with Declarant and with any other Person on such terms and provisions as the Board shall determine, and to acquire, own, and dispose of all manner
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of real and personal property, whether by grant, lease, gift, or otherwise; and

- (vi) to borrow money and to mortgage, pledge or hypothecate any or all of the Association Property as security for money borrowed or debts incurred subject to the limitation set forth in this Declaration.
- (vii) to grant variances to the general and use restrictions and easements as it deems necessary.

5.6 Indemnity. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a director, officer, committee member, employee, servant or agent of the Association or the Board, against all claims and expenses including attorney's fees reasonably incurred by such Person in connection with such action, suit or proceeding, if it is found and determined by the Board or a Court that such Person (i) acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Association, or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such Person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such Person did not act in good faith or in a manner which such Person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such Person's conduct was unlawful. The Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, employee, servant or agent of the Association or the Board, against any liability asserted against such Person or incurred by such Person in any such capacity, or arising out of such Person's status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

#### ARTICLE 6 ARCHITECTURAL CONTROL COMMITTEE

6.1 Membership. The Architectural Control Committee shall consist of not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant deems appropriate.

6.2 Declarant's Rights of Appointment. Until the earlier of (i) December 31, 2005, or (ii) the date when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership (i.e. the date that 75% of the Lots have been sold by Declarant and occupied), Declarant shall have the right to appoint and remove all members of the Architectural Control Committee. Declarant may delegate in whole or in part its right to appoint and remove members of the Architectural Control



Committee to the Board by written instrument.

6.3 Action by Architectural Control Committee. Items presented to the Architectural Control Committee shall be decided by a majority vote of the Voting Members. The Architectural Control committee may appoint an agent to act on behalf of the Architectural Control Committee, and the Architectural Control Committee may delegate any duties, powers and/or functions to the agent. Any such appointment and delegation shall be in writing.

6.4 Term. Each Voting Member shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Each Advisory Member shall hold office at the discretion of and may be removed at any time by Declarant.

6.5 Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, standards, policies and development guidelines, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties and the orderly development of the Property, including but not limited to a building code, a fire code, a housing code, architectural guidelines, landscaping guidelines, and other similar codes or guidelines as it may deem necessary and desirable. Such rules, standards, policies, procedures and development guidelines shall be binding and enforceable against each Owner in the same manner as any other restriction set forth herein. Nothing contained herein shall be deemed to affect any approval granted by the Architectural Control Committee in accordance with the terms of this Declaration prior to the amendment of such rules, standards, policies procedures or development guidelines.

6.6 Review of Proposed Construction. The Architectural Control Committee shall have the right whenever its approval is required under this Declaration to consider all of the Plans and Specifications for the improvement or proposal in question and all other facts and information which in its sole discretion are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. Upon written request, the Architectural Control Committee may waive the requirement of such plans for any Lot if the builder uses plans previously approved by the Architectural Control Committee for another Lot. There shall be no revisions made to the approved plans without resubmittal to and approval by the Architectural Control Committee of the revised plans. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or from time to time assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee may postpone review of any Plans and Specifications submitted for approval pending its receipt of any information or document deemed necessary by it. The Architectural Control Committee shall have the authority to disapprove any proposed Improvement

based upon this Declaration, and the decision of the Architectural Control Committee shall be final and binding so long as it is made in good faith. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.7 Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration when, in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the quality of the development of the Property and/or is justified due to aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument in recordable form, and must be signed by a majority of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of the Restrictions applicable to the Lots for any purpose except as to the particular property and the particular matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

6.8 Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution unanimously adopted in writing, designate any of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all Voting Members, which may be taken without a meeting, shall constitute an act of the Architectural Control Committee.

6.9 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different Person.

6.10 Work in Progress. At its option, the Architectural Control Committee may inspect any work in progress to insure compliance with approved Plans and Specifications.

6.11 Nonliability of Architectural Control Committee Members. Neither the Architectural Control Committee nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Declaration, unless due to the willful misconduct or bad faith of such Person. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Control Committee at \_\_\_\_\_, or such other address as may be designated by Declarant (or the Board if Declarant has delegated such designation right to the Board) from time to time.

ARTICLE 7  
FUNDS AND ASSESSMENTS

7.1 Assessments. Assessments established pursuant to this Declaration shall be levied on a uniform basis against each Lot within the Property for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and for the improvement and maintenance of the Common Area. Assessments shall be levied against each Lot beginning on the day the Lot has access to a public road.

7.2 Operating Fund. The Board may establish an operating fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association shall be used solely for purposes authorized by this Declaration.

7.3 Regular Annual Assessments. Until January 1, 2002, without the assent of a majority of the votes of each class of Members who are eligible to vote at a meeting duly called to vote on such matter with at least sixty percent (60%) of Members who are eligible to vote represented in person or by proxy, the annual Assessment per Occupied Lot shall not exceed \$100.00 dollars. For the 2001 fiscal year, the Board shall establish a budget for the Association, and as of February 1, 2001, may levy assessments based on that budget against all Lots. For fiscal year 2002, and every year thereafter, the Board shall estimate the net expenses of the Association for such fiscal year, which shall be (i) the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of all duties required and activities authorized herein of the Association, the Board, and the Architectural Control Committee, and a reasonable provision for contingencies and appropriate replacement reserves, less (ii) any expected income and any surplus from the prior year's operating fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the Assessments so levied by the Board shall be final and binding so long as it is made in good faith. In no event, however, may the Board increase an annual Assessment to be more than \$100.00 per year, unless such increase is less than ten percent (10%) over the previous year's annual Assessment, without the assent of a majority of the votes for each class of Members who are eligible to vote at a meeting duly called to vote on such matter with at least sixty percent (60%) of Members who are eligible to vote represented in person or by proxy. Each Owner shall be given written notice of the amount of such annual Assessment at least thirty (30) days prior to the date such annual Assessment is due and payable. All such regular annual Assessments shall be due and payable to the Association, at the discretion of the Board, either in one (1) payment at the beginning of the fiscal year or in twelve (12) monthly payments equal to 1/12th of the total annual Assessment, or at such time and in such other manner as the Board may from time to time designate.

7.4 Reduction of Annual Assessment. Notwithstanding the provisions of the foregoing subsection, with respect to Lots other than Occupied Lots, the owner shall only be required to pay thirty-three percent (33%) of the amount of the annual Assessment levied against Occupied Lots. As soon as a Lot becomes an Occupied Lot, the full annual

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Assessment levied against Occupied Lots, prorated to the date such occupancy occurred, shall immediately and permanently attach to such occupied Lot and shall be due and payable by the Owner. Nothing in this subsection shall be construed to relieve an Owner from payment of full annual Assessments for every year after a Lot becomes an Occupied Lot.

**7.5 Special Assessments.** In addition to the regular annual Assessments provided herein, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board. In no event shall the total special Assessment per Lot during the fiscal year 2001 exceed the sum of \$60.00 without the assent of a majority of the votes of each class of Members who are eligible to vote at a meeting duly called to vote on such matter, with at least sixty percent (60%) of Members who are eligible to vote represented in person or by proxy. Thereafter, the Board may not levy a special Assessment which is greater than \$60.00 for any one year, and which represents more than a ten percent (10%) increase over any previously levied special Assessment without the assent of a majority of the votes for each class of Members who are eligible to vote at a meeting duly called to vote on such matter with at least sixty percent (60%) of Members who are eligible to vote represented in person or by proxy. Each Owner shall be given written notice of the amount of any special Assessment at least thirty (30) days prior to the date such special Assessment is due and payable. All such special Assessments shall be due and payable to the Association at such time and in such other manner as the Board may designate, in its sole and absolute discretion. After 2001, the Association may levy in any fiscal year a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital Improvement upon the Common Area, provided that any such special Assessment shall have the assent of a majority of the votes for each class of Members who are eligible to vote at a meeting duly called to vote on such matter with at least sixty percent (60%) of Members who are eligible to vote represented in person or by proxy.

**7.6 Owner's Personal Obligation for Payment of Assessments.** The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner as of the date of levy of the Lot subject to each such Assessment, and no Owner shall be exempt from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot subject thereto shall be obligated to pay interest at the highest rate allowed by applicable laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1-1/4% per month), together with all costs and expenses of collection including reasonable attorneys' fees. The Board shall have the right to charge a one-time late fee for delinquent payment of Assessments in such amount as the Board may from time to time deem appropriate.

**7.7 Exempt Property.** All portions of the Property dedicated to, and accepted by, a local public authority and all portions of the Property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be

exempt from the Assessments created herein. Notwithstanding the foregoing, no land or Improvements devoted to dwelling use shall be exempt from said Assessments.

7.8 Assessment Lien and Foreclosure. All regular and special Assessments provided for herein which are not paid when due, together with interest and collection costs and expenses as herein provided, shall be secured by a continuing lien and charge in favor of the Association on the Lot subject to such Assessment and any Improvements thereon, which shall bind such Lot and Improvements and the Owner thereof and such Owner's heirs, devisees, personal representatives, successors or assigns. The obligation to pay Assessments hereunder is part of the purchase price of each Lot when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Association. Additionally, a lien with a power of sale is hereby granted and conveyed to the Association to secure the payment of such Assessments. Such liens shall be superior to all other liens and charges against such Lot, except only for tax liens and the lien of any first Mortgage of record and securing sums borrowed for the acquisition or improvement of such Lot. The Board in its sole discretion may subordinate its Assessment liens to any other lien, and any such subordination shall be signed by an officer of the Association. To evidence any Assessment liens hereunder, the Association may prepare a written Notice of Assessment Lien setting forth the amount of the unpaid Assessments, the name of the Owner of the Lot subject to such Assessments and a description of such Lot, which shall be signed by an officer of the Association and may be recorded in the Office of the County Clerk of Blanco County, Texas. Any Assessment lien hereunder shall attach with the priority set forth herein from the date payment is due. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any Assessments then unpaid with respect to any Lot on which such Mortgagee holds a Mortgage.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Texas Property Code §51.002 (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, expressly GRANTS, BARGAINS, SELLS AND CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Assessment, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Blanco County, Texas. In the event of the election by the Board to foreclose the liens herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at

the door of the County Courthouse of Blanco County, Texas, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash at public venue after the trustee and the Board, respectively, shall have given notice of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse door of Blanco County, Texas, and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Association. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code §51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said §51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or Mortgagee or other person may, by amendment to this Declaration filed in the Office of the County Clerk of Blanco County, Texas, amend the provisions hereof so as to comply with said amendments to §51.002.

#### ARTICLE 8 EASEMENTS

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant further reserves the right to make changes in and additions to any such easements and rights-of-way as

Declarant deems necessary to efficiently and economically develop the Property. Declarant further reserves the right, without the necessity of the joinder of any Owner or other Person and at any time or from time to time, to grant, dedicate, reserve or otherwise create rights-of-way and easements in favor of any person or entity for public utility purposes (including, without limitation, gas, water, electricity, telephone, television, and drainage) along any Lot line, provided that same shall have a maximum width of ten feet (10') on each side of such Lot line.

8.2 Public Utility Easement Dedication. Declarant hereby dedicates to the public use forever a utility easement along any Lot line, provided that same shall have a maximum width of ten feet (10') on each side of such Lot line ("Utility Easements"), which shall be available to all public utilities for public utility use. The maintenance of any sidewalk, paving or other permitted Improvement on the Utility Easements is the responsibility of the Owner. No buildings, decks, pools, or spas shall be constructed, reconstructed, or placed upon, over, or across the Utility Easements except with the consent of the Architectural Control Committee and of each utility company using such Utility Easement. Any public utility using the Utility Easements shall have the right to remove all or parts of any such Improvements and to trim overhanging trees which in any way endanger or substantially interfere with the construction, maintenance, or efficiency of or access to its use of the Utility Easements; shall at all times have the full right of ingress and egress to or from and upon said Utility Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its utility system situated therein without the necessity at any time of procuring the permission of any Owner; and shall have the right of ingress and egress to the Lots for the purpose of reading meters and any maintenance and service required or ordinarily performed by such public utility with respect to its utility system. In the event any public utility removes or damages any fence, tree, ground cover or other landscaping, paving, driveways, or curbs within the Utility Easements, then such public utility shall repair or replace such item so removed or damaged.

8.3 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow as required by the land contours and the arrangement of Improvements approved by the Architectural Control Committee. Each Owner further covenants not to disturb or displace any trees or other vegetation within any drainage easement shown on the Plats and/or created in this Declaration. There shall be no construction of any temporary or permanent Improvements in any drainage easement, except as approved in writing by the Architectural Control Committee.

8.4 Surface Area. The surface of easement areas for underground utility services may be used for landscaping and other Improvements as and to the extent permitted under this Declaration. However, Declarant shall not be liable to any owner or to the Association for any damage done by Declarant or Declarant's agents, employees, servants or assigns, to any such items as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

#### ARTICLE 9 COMMON PROPERTIES

9.1 Easements of Enjoyment. Subject to the provisions of Section 9.3 hereof, every Owner shall have the right and easement of enjoyment in and to the Common Area, which right and easement is appurtenant to the Property. If ingress and egress to any portion of the Property is through the Common Area, the Owner thereof shall have an easement of access across and upon the Common Area to his property, and any conveyance of the Common Area shall be subject to such access easement.

9.2 Title to Common Properties: Insurance. Before the sale of the first Lot, Declarant shall convey the Common Area to the Association, free and clear of all encumbrances, and the Association shall thereafter be responsible for the operation and maintenance of the Common Area. Any mortgage, pledge, or other conveyance of Common Area shall require assent of majority of the votes for each class of Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the insurable improvement on the Common Area in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and may, at the discretion of the Board, obtain directors' and officers' liability insurance. Premiums for all insurance on the Common Area shall be at the expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

9.3 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Area;
  - (b) The right of the Association to sell and convey the Common Area, or any part thereof, provided such sale or conveyance is approved by a majority of the votes for each class of Members who are eligible to vote in person or by proxy at a meeting duly called to vote on such matter, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting;
  - (c) The right of the Association to borrow money for the purpose of improving the Common Area, or any part thereof, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
  - (d) The right of the Association to take such steps as are reasonably
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necessary to protect the Common Area, or any part thereof, against foreclosure;

- (e) The right of the Association to suspend the easements of enjoyment of any member of the Association during which time any Assessment levied under Article 7 hereof remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations.

#### ARTICLE 10 MISCELLANEOUS

10.1 Term. This Declaration shall run until December 31, 2015, unless amended as herein provided. After December 31, 2015, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended in accordance with Section 10.2 below or terminated by a written instrument executed by Owners entitled to cast at least three-fourths (3/4) of the votes for each class of Members who are voting in person or by proxy at a meeting duly called to vote on such matter.

10.2 Amendment. This Declaration may be amended as follows.

- (a) This Declaration may be amended by an affirmative vote of ninety percent (90%) of a quorum of Members present in person or by proxy at a meeting duly called to vote on such matter until the earlier of (i) December 31, 2015, or (ii) the date on which when the total votes outstanding in the Class A membership equals the total votes outstanding in the class B membership (i.e. the date that 75% of the Lots have been sold by Declarant). Prior to December 31, 2015, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA and/or FHA requirements for approval of their respective loan guaranty programs related to the Property. Any such amendment shall be effective upon recordation in the Blanco County Real Property Records of an instrument executed and acknowledged by Declarant setting forth the amendment.
- (b) After the earlier of (i) December 31, 2015, or (ii) the date on which when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership (i.e. the date that 75% of the Lots have been sold by Declarant), and in addition to any amendment pursuant to subparagraph (a), this Declaration may be amended by the recording in the Blanco County Real Property Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by at least three-fourths (3/4) of the Members present in person or by proxy at a meeting duly called to vote on such matter.

10.3 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after being deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association.

10.4 VA/FHA Approval. So long as there exists a Class B Membership, the following actions will require the prior approval of the VA and/or the FHA, as applicable: (i) annexation of additional property, (ii) dedication of additional Common Area, and (iii) amendment of this Declaration (except for amendments to correct typographical and grammatical errors).

10.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the terms and provisions set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

10.6 Exemption of Declarant. Notwithstanding any provision herein to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Association, the Board, or the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all types of Improvements, including but not limited to construction, sales, and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

10.7 Assignment by Declarant. Notwithstanding any provision herein to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Any such assignment by Declarant shall be effective upon recordation in the Blanco County Real Property Records of an instrument executed and acknowledged by Declarant evidencing such assignment.

10.8 Enforcement and Nonwaiver. Except as otherwise provided herein, any owner at such Owner's expense, Declarant, its heirs and assigns, and/or the Association shall have the right to enforce any and all provisions of this Declaration and the Restrictions against any Owner, its heirs, successors and assigns. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any such provision at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision.

---

## 10.9 General.

- (a) The provisions of this Declaration and of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (b) Unless the context requires a contrary construction, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (c) All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect the text of the paragraphs, sections and articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of February 28, 2000.

## DECLARANT:

Stone Ledge Partners, Ltd.,  
a Texas limited partnership

By: Stone Ledge GP, L.L.C., a Texas  
limited liability company

By:

Lee Wood  
Name: Lee Wood  
Title: President

## LIST OF EXHIBITS

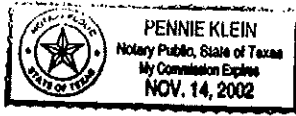
EXHIBIT "A" - Property  
EXHIBIT "B" - Common Area  
EXHIBIT "C" - Description of Tract 3 and Tract 8  
EXHIBIT "D" - Phase 2 Property

THE STATE OF Texas §

COUNTY OF Hays §

This instrument was acknowledged before me on the 28th day of

February, 2000 by Lee Wood, President of  
Stone Ledge GP, L.L.C., a Texas limited liability company, general partner of Stone  
Ledge Partners, a Texas limited partnership, and on behalf of said partnership.



Pennie Klein  
Notary Public, State of Texas

#2549336 v2 - Middle Creek Crossing CCRs

---

751.14 ACRES  
BLANCO COUNTY, TEXAS

FN 2784R  
MAY 2, 2000

A DESCRIPTION OF A 751.14 ACRE TRACT OF LAND WHICH IS COMPRISED OF THE FOLLOWING APPROXIMATE PORTIONS OF SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- 76.37 ACRES, MORE OR LESS, OF THE HENRY MENTON SURVEY NO. 17, ABSTRACT NO. 387, AND
- 674.77 ACRES, MORE OR LESS, OF THE HARRISON DAVIS SURVEY NO. 134, ABSTRACT NO. 149;

BEING PART OF THAT CERTAIN 1893.75 ACRE (DEED/CALLED ACREAGE) "TRACT 1" CONVEYED FROM THE ESTATE OF DOROTHY IRENE WEYMOUTH RICHARDS, DECEASED, AND R. ALLEN RICHARDS, JR., INDEPENDENT EXECUTOR TO RANSON ALLEN RICHARDS, JR., A/K/A R. ALLEN RICHARDS, JR. BY AN EXECUTOR'S SPECIAL WARRANTY DEED RECORDED IN VOLUME 173, PAGE 566 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 751.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod set at the base of a fence post at or near the northeast corner of the said Harrison Davis Survey No. 134, being at the northeast corner of the said 1893.75 acre tract and being on the south line of that certain Tract 5 described in Volume 173, Page 566 et seq. of the said Official Public Records and at the northwest corner of that certain 85.27 acre tract (deed/called acreage) described in Volume 187, Page 239 et seq. of the said Official Public Records, for the northeast corner hereof;

THENCE with the east line of the said 1893.75 acre tract, S 19° 24' 42" W, a distance of 6908.68 feet to a 3/8 inch iron rod set at the base of a fence post at the easterly southeast corner thereof, being at the southwest corner of that certain tract described in Volume 57, Page 278 et seq. of the Deed Records of said County, for the easterly southeast corner hereof;

THENCE with the easterly south line of the said 1893.75 acre tract, N 71° 24' 02" W, a distance of 4019.35 feet to a 60d nail set at the base of fence post at a reentrant corner therein, for a reentrant corner hereof;

THENCE with a fenceline along a lower occupational line of the said 1893.75 acre tract, the following seven (7) courses:

1. S 24° 17' 03" W, a distance of 536.93 feet to a 60d nail set at a fence post,
2. S 20° 59' 48" W, a distance of 413.67 feet to a 3/4 inch iron pipe found at a fence post,
3. S 61° 42' 24" W, a distance of 326.98 feet to a 60d nail set at a fence post,
4. S 61° 56' 52" W, a distance of 15.73 feet to a 3/8 inch iron rod set at a fence post,
5. S 34° 08' 06" W, a distance of 421.23 feet to a 60d nail set at a fence post,
6. S 43° 52' 54" W, a distance of 44.64 feet to a 60d nail set at a fence post, and
7. S 26° 39' 29" W, a distance of 293.24 feet to a 3/8 inch iron rod set for the southerly southeast corner hereof;

THENCE departing from said fenceline and passing over the said 1893.75 acre tract with the most southerly line hereof, N 79° 38' 10" W, a distance of 1381.82 feet to a 3/8 inch iron rod set on the easterly line of Blanco County Road 410, for the southwest corner hereof;

THENCE continuing over the said 1893.75 acre tract with the following thirty four (34) courses, being along the said easterly line of Blanco County Road 410:

1. N 22° 52' 46" E, a distance of 29.64 feet to a 3/8 inch iron rod set,
2. N 16° 48' 19" E, a distance of 420.53 feet to a 3/8 inch iron rod set,
3. N 19° 38' 41" E, a distance of 766.16 feet to a 3/8 inch iron rod set,
4. N 25° 07' 40" E, a distance of 430.99 feet to a 3/8 inch iron rod set,

751.14 ACRES: CONT'D

FN 2784R

5. N 10° 32' 29" E, a distance of 160.46 feet to a 3/8 inch iron rod set,
6. N 02° 27' 49" E, a distance of 357.99 feet to a 3/8 inch iron rod set, (in apparent conflict with Volume 67, Page 104 et seq. of the Blanco County Deed Records,
7. N 03° 23' 21" W, a distance of 241.85 feet to a 3/8 inch iron rod set,
8. N 00° 53' 23" W, a distance of 122.81 feet to a 3/8 inch iron rod set,
9. N 02° 22' 12" W, a distance of 229.11 feet to a 3/8 inch iron rod set,
10. N 04° 23' 17" W, a distance of 207.44 feet to a 3/8 inch iron rod set,
11. N 04° 06' 55" W, a distance of 152.87 feet to a 3/8 inch iron rod set,
12. N 05° 13' 15" W, a distance of 132.69 feet to a 3/8 inch iron rod set,
13. N 02° 13' 14" W, a distance of 96.26 feet to a 3/8 inch iron rod set,
14. N 08° 41' 54" E, a distance of 58.26 feet to a 3/8 inch iron rod set,
15. N 23° 49' 51" E, a distance of 100.77 feet to a 3/8 inch iron rod set,
16. N 51° 35' 42" E, a distance of 124.24 feet to a 3/8 inch iron rod set,
17. N 73° 16' 09" E, a distance of 54.41 feet to a 3/8 inch iron rod set,
18. N 86° 21' 53" E, a distance of 21.66 feet to a 3/8 inch iron rod set,
19. S 83° 31' 28" E, a distance of 29.52 feet to a 3/8 inch iron rod set,
20. S 69° 34' 01" E, a distance of 61.86 feet to a 3/8 inch iron rod set,
21. S 50° 57' 32" E, a distance of 67.60 feet to a 3/8 inch iron rod set,
22. S 62° 39' 47" E, a distance of 146.91 feet to a 3/8 inch iron rod set,
23. S 62° 44' 57" E, a distance of 277.93 feet to a 3/8 inch iron rod set,
24. S 69° 01' 25" E, a distance of 86.97 feet to a 3/8 inch iron rod set,
25. S 74° 12' 52" E, a distance of 85.11 feet to a 3/8 inch iron rod set,
26. S 81° 02' 11" E, a distance of 91.75 feet to a 3/8 inch iron rod set,
27. N 86° 31' 11" E, a distance of 84.99 feet to a 3/8 inch iron rod set,
28. N 71° 57' 28" E, a distance of 96.24 feet to a 3/8 inch iron rod set,
29. N 58° 46' 11" E, a distance of 250.34 feet to a 3/8 inch iron rod set,
30. N 50° 12' 21" E, a distance of 110.49 feet to a 3/8 inch iron rod set,
31. N 34° 29' 06" E, a distance of 94.70 feet to a 3/8 inch iron rod set,
32. N 29° 53' 38" E, a distance of 199.46 feet to a 3/8 inch iron rod set,
33. N 56° 00' 24" E, a distance of 686.26 feet to a 3/8 inch iron rod set, and
34. N 01° 29' 29" W, a distance of 635.27 feet to a 3/8 inch iron rod set for a northerly corner hereof;

751.14 ACRE

FN 2784R

THENCE departing from the said easterly line of Blanco County Road 410 and continuing over the said 1893.75 acre tract along an existing fence line with the following three (3) courses:

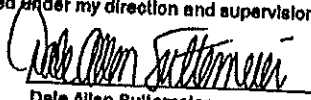
1. N 23° 02' 24" E, a distance of 324.85 feet to a 3/8 inch iron rod set,
2. N 63° 43' 33" E (BASE BEARING FOR DIRECTIONAL CONTROL), a distance of 4336.62 feet to a 3/8 inch iron rod set, and
3. N 21° 43' 00" E, a distance of 398.13 feet to a 3/8 inch iron rod set at the base of a fence post on the north line of the said 1893.75 acre tract, for the northwesterly corner hereof;

THENCE with the said north line of the 1893.75 acre tract, S 70° 43' 21" E, a distance of 1746.15 feet along a fence line to the POINT OF BEGINNING, containing 751.14 acres of land, more or less.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING  
304 East Main  
Johnson City, Texas 78836  
(830) 868-7308



  
Dale Allen Sultemeier  
Registered Professional Land  
Surveyor  
No. 4542 - State of Texas

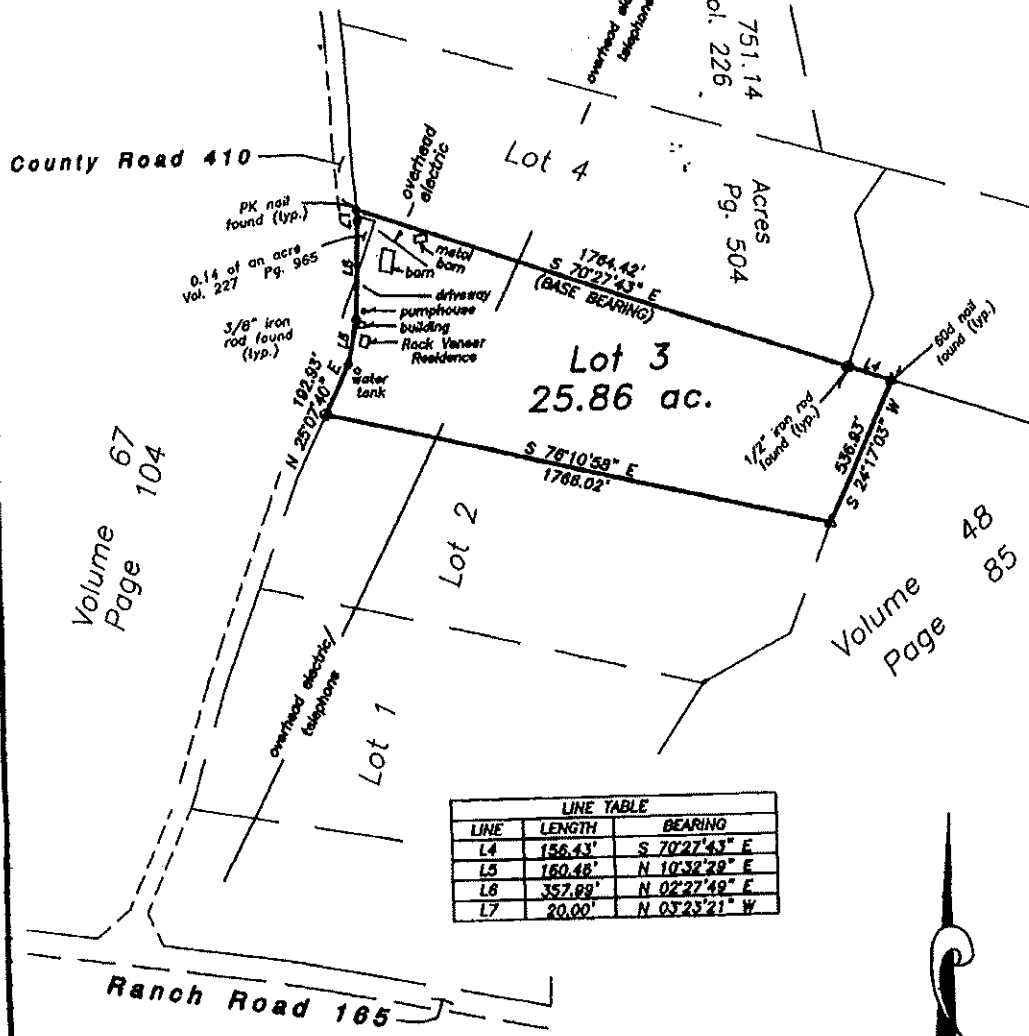
## EXHIBIT "B"

COMMON AREA; Shall be the entrance area of the new road 'off' of  
County Road 410, marked on the plat of record recorded December 18,  
2000, in Book 2, Page 14, in the Plat Records of Blanco County, Texas.

---



PLAN BY	d.a.s.	DATE	00-01
ORDER BY	d.a.s.	RECORD NO.	S-01-3052
RECORD	S-3052	SHEET	1 OF 1



LINE	LENGTH	BEARING
L4	156.43'	S 70°27'43\"
L5	160.48'	N 10°32'28\"
L6	357.68'	N 02°27'49\"
L7	20.00'	N 03°23'21\"

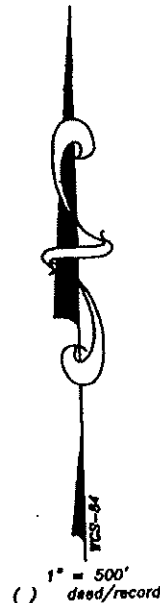
This plat was prepared without benefit of a Title Commitment/  
Schedule B. THERE MAY BE EASEMENTS OF RECORD WHICH ARE  
NOT LISTED OR SHOWN HEREON.

This plat was prepared from an on the ground survey performed  
under my direction and supervision.

*Dale Allen Sultemeier*  
Dale Allen Sultemeier  
Registered Professional Land  
Surveyor  
No. 4542 - State of Texas



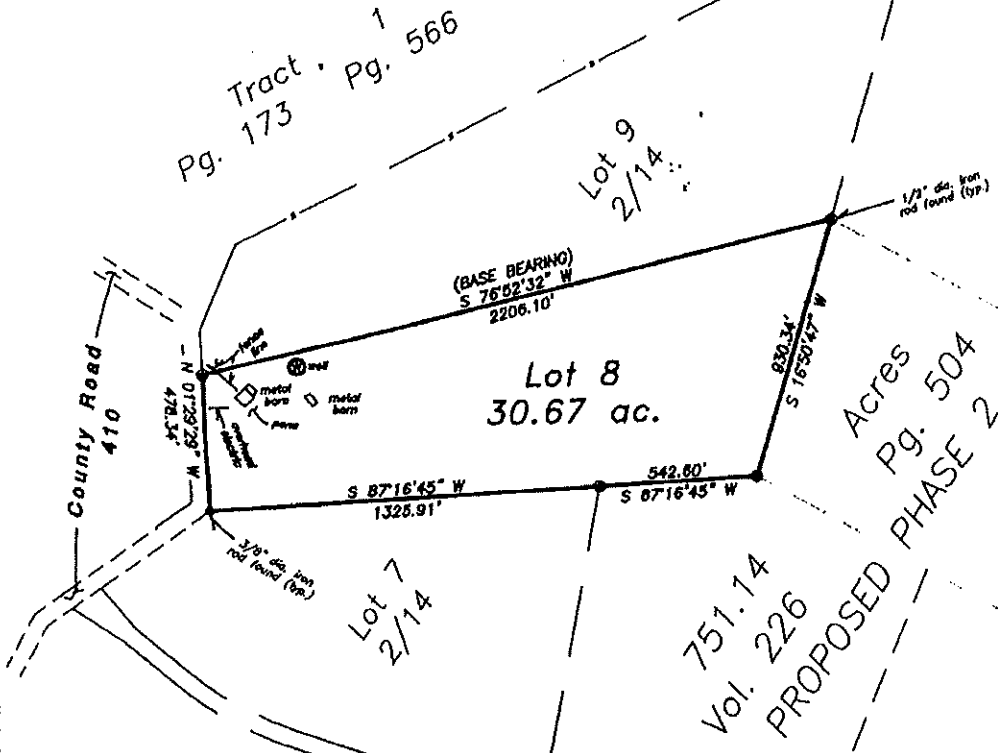
1-28-01



**SULTEMEIER SURVEYING**  
304 East Main  
(830) 868-7308  
Johnson City, Texas  
78636

Lot 3  
MIDDLE CREEK CROSSING  
Phase 1  
Book 2 - Page 14  
Blanco County Plat Records  
Blanco County, Texas

BOOK 23	d.a.s.	DEED	01
CHANCE PT.	d.a.s.	PLAT NO.	S-01-3050
CHANCE PT.	S-01-3050	SHEET	1 OF 1



This plat was prepared without benefit of a Title Commitment/  
Schedule B. THERE MAY BE EASEMENTS OF RECORD WHICH ARE  
NOT LISTED OR SHOWN HEREON.

This plat was prepared from an on the ground survey performed  
under my direction and supervision.

*Dale Allen Sultemeier*

Dale Allen Sultemeier  
Registered Professional Land  
Surveyor  
No. 4542 - State of Texas



2-27-01



1" = 500'  
( ) deed/record

**SULTEMEIER SURVEYING**  
304 East Main  
(830) 868-7308  
Johnson City, Texas  
78636

Lot 8  
MIDDLE CREEK CROSSING  
Phase 1  
Book 2 - Page 14  
Blanco County Plat Records  
Blanco County, Texas

EXHIBIT "D"

PHASE 2 PROPERTY: Lots 10 through 22 are a part of the field notes  
of Exhibit "A" attached.

Any provisions herein which restrict the sale, rental or use of the described  
property because of color or race is invalid and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the  
date and the time stamped hereon by me and was duly RECORDED in Office  
Public records of Real Property of Blanco County, Texas on

MAR 06 2001



*Dorothy Hecker*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

**FIRST AMENDMENT TO MIDDLE CREEK CROSSING**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

WHEREAS, Stone Ledge Partners, Ltd., a Texas limited partnership, has executed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Volume 0234, Page 954 of the Official Public Records of Blanco County Texas, covering certain real property in Blanco County, Texas described on Exhibit A attached and made a part hereof for all purposes;

WHEREAS, the Declaration may be amended by an affirmative vote of ninety percent (90%) of a quorum of Members (as such term is defined in the Declaration) of Middle Creek Crossing Owners Association, Inc. at a meeting duly called to vote on such matter;

WHEREAS, the following amendments were so approved at a meeting of the Members held on June 14, 2002 duly called for such purpose.

NOW, THEREFORE, the Declaration is amended as follows:

1. The following is appended to the end of Section 3.29 of the Declaration:

Declarant has placed Declarant's land in the Subdivision under the Texas Wildlife Management Plan. Land under this Plan is appraised and taxed at a reduced rate. It is the goal of the Declarant and the Association to develop a single wildlife management plan for all of the Property. Owners are encouraged to comply with all applicable Texas Wildlife Management Plan regulations and Association Rules implementing the Texas Wildlife Management Plan. Failure to comply with the Texas Wildlife Management Plan or a similar plan for wildlife management may subject an Owner to higher property taxes and/or a five (5) year property tax rollback on that Owner's property.

2. The last full sentence of Section 7.1 of the Declaration, which reads:

"Assessments shall be levied against each Lot beginning on the day the Lot has access to a public road."

is deleted and the following substituted therefor:

"Assessments shall be levied against each Lot or parcel within the Property beginning on the day the Lot or parcel has access to County Road 409, County Road 410, or the road known as Stone Ledge Pass built by Declarant across a portion of the Property."

The balance of Section 7.1 remains the same.

3. The following is added as Section 7.9 of the Declaration:

7.9 Stone Ledge Pass. The road known as Stone Ledge Pass is not a part of the Common Area. Those Lots in the Property that have access to County Road 409 or County Road 410 shall not be assessed for maintenance of Stone Ledge Pass.

4. The first full sentence of Section 8.2 of the Declaration, which reads:

"Declarant hereby dedicates to the public use forever a utility easement along any Lot line provided that same shall have a maximum width of ten feet (10') on each side of such Lot lines ("Utility Easements"), which shall be available to all public utilities for public utility use."

is deleted and the following substituted therefor:

"Declarant hereby dedicates to the public use forever (i) a utility easement along any Lot line between Lots, provided that same shall have a maximum width of ten feet (10') on each side of such Lot line, which easement shall be available to all public utilities for public utility use, and (ii) a utility easement across all Lots (other than Lot 3, Middle Creek Crossing, Phase 1) that front on County Road 409, County Road 410, or the road known as Stone Ledge Pass, said easement to have a maximum width of twenty feet (20') from the Lot line fronting on such road, which easement shall be available to all public utilities for public utility use. The foregoing easements are referred to herein as "Utility Easements."

The balance of Section 8.2 remains the same.

5. The following is added as Article 11 of the Declaration:

ARTICLE 11  
TEXAS WILDLIFE MANAGEMENT PLAN

11.1 Association Powers. The Association shall have the power and authority to develop, implement, carry out and modify a wildlife management plan for the Property in order to meet the criteria for qualified open space under Chapter 23 of the Texas Tax Code. The current plan is called the Texas Wildlife Management

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Plan. Each year during the period from February 1 through March 15, the Board shall review compliance of the Lots within the Property with the Texas Wildlife Management Plan and, if necessary, modify the Plan. The Association may designate one or more representatives to act on its behalf with respect to tax appraisal qualifications/filings and wildlife management.

11.2. Plan Participation. Each Owner that desires to participate in the Texas Wildlife Management Plan (a "Participating Owner") shall give written notice to the Association by January 31 of each year stating such Owner's intention to participate in the Plan during that year. By giving such notice, a Participating Owner (i) appoints and empowers the Board as the Participating Owner's agent for purposes of preparing and filing with appropriate taxing authorities an application for appraisal of such Participating Owner's Property as qualified open space used for wildlife management under Chapter 23 of the Texas Tax Code, and (ii) agrees to comply with the requirements of the Texas Wildlife Management Plan for such Participating Owner's Lot. The costs of developing, implementing, carrying out and modifying the Texas Wildlife Management Plan shall be charged as Assessments against the Lots of Participating Owners.

11.3 Default of Participating Owner. If a Participating Owner fails to comply with the Texas Wildlife Management Plan, the Association or its agents may, at its option, enter upon the Lot and assist a Participating Owner to take such measures as it deems necessary to meet the requirements of the Texas Wildlife Management Plan. All costs of such activity shall be assessed to the Participating Owner that is so assisted.

11.4 Non-Participating Owners. If an Owner does not give written notice of the Owner's intent to participate in the Texas Wildlife Management Plan by January 31, such Owner will be deemed to have chosen not to participate. Non-participating owners are encouraged to implement their own wildlife management programs.

6. The Declaration, as so amended, is ratified and confirmed.

Effective as of the <sup>7th</sup> 1<sup>st</sup> day of June, 2002.

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CERTIFICATION

The foregoing amendments were approved at a meeting of the Members held on June 14, 2002 duly called for such purpose. As of the date of the meeting, the total number of votes outstanding in the Class A membership was 57 and the total number of votes outstanding in the Class B membership was 1. The total number of votes outstanding in the Class B membership has never exceeded the total number of votes outstanding in the Class A membership.

MIDDLE CREEK CROSSING OWNERS ASSOCIATION, INC.  
A Texas Non-Profit Corporation

By:

Lee Wood  
Lee Wood, President

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

This document was acknowledged before me on 6-14, 2002, by Lee Wood, as President of MIDDLE CREEK CROSSING OWNERS ASSOCIATION, INC.

PATRICIA R. STEED

Notary Public, State of Texas

Notary's Printed Name:

Patricia R. Steed

My Commission Expires:

After Filing Return To:

Baker & Associates  
P.O. Box 718  
Dripping Springs, Texas 78620  
Attn: John E. Cassidy



Filed this 1 day of JULY 2002.  
10:32 A M

KAREN NEWMAN  
County Clerk, Blanco County, Texas

By Robert C. Lee Deputy

VOL 0260 PAGE 489

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number/Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUL 02 2002



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

032339

Filed this 1 day of Aug. 2003  
9:34 A. M

**MANAGEMENT CERTIFICATE**

**Middle Creek Crossing**

KAREN NEWMAN  
County Clerk, Blanco County, Texas

By [Signature] Deputy

1. Name of Subdivision: Middle Creek Crossing, Phase 1 and Phase 2.
2. Name of Owner Association: Middle Creek Crossing Owners Association, Inc.,
3. Recording Data for Subdivision: Plats recorded in the Plat Records of Blanco County under Volume 2, Page 14 and Volume 2, Page 13.
4. Recording Data for Declaration: Declaration of Covenants, Conditions and Restrictions recorded in the Official Public Records of Blanco County under Volume 0234, Page 954; First Amendment To Middle Creek Crossing Declaration of Covenants, Conditions And Restrictions recorded in the Official Public Records of Blanco County under Volume 0260, Page 486.
5. Mailing address of Association: 101 Hays Street, Suite 416, Dripping Springs, Texas 78620.

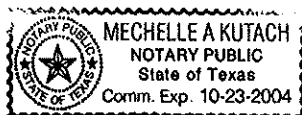
Middle Creek Crossing Owners Association, Inc.,

By:

[Signature]  
Steve Vandigriff, Secretary

STATE OF TEXAS §  
COUNTY OF Hays §

This document was acknowledged before me on November 25, 2002, by Steve Vandigriff.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

After Filing Return To:

Baker & Associates  
P.O. Box 718  
Dripping Springs, Texas 78620  
Attn: John E. Cassidy

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

AUG 06 2003



[Signature]  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

VOL 0281 PAGE 877



032340

Filed this 1 day of Aug., 2003  
9:36 AM

**OPERATIONAL DOCUMENTS**  
**CERTIFICATION**

KAREN NEWMAN  
County Clerk, Blanco County, Texas

[Signature] Deputy

I, the undersigned, pursuant to Texas Property Code §202.006, do hereby certify:

1. I am the duly elected and acting Secretary of Middle Creek Crossing Owners Association, Inc. (hereinafter the "Association") a Texas corporation.

2. Attached are (1) the Articles of Incorporation of Middle Creek Crossing Owners Association, Inc., and (2) the Bylaws of Middle Creek Crossing Owners Association, Inc. These documents, along with the Declaration of Covenants, Conditions and Restrictions recorded in the Official Public Records of Blanco County under Volume 0234, Page 954, the First Amendment To Middle Creek Crossing Declaration of Covenants, Conditions And Restrictions recorded in the Official Public Records of Blanco County under Volume 0260, Page 486, and the plats recorded in the Plat Records of Blanco County under Volume 2, Page 14 and Volume 2, Page 18, are the current documents that apply to the operation and utilization of property within Middle Creek Crossing, Phases 1 and 2, a subdivision in Blanco County, Texas. The attached documents are true and correct copies of the Articles and Bylaws.

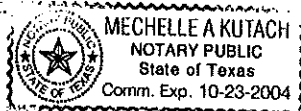
3. The property affected by these documents is set out on the attached Exhibit "A".

Executed on behalf of the Association on the 25 day of November, 2002.

[Signature]  
Steve Vandigriff, Secretary

STATE OF TEXAS §  
COUNTY OF Hays §

This document was acknowledged before me on November 25, 2002, by Steve Vandigriff.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

After Filing Return To:

Baker & Associates  
P.O. Box 718  
Dripping Springs, Texas 78620  
Attn: John E. Cassidy

**VOL 0281 PAGE 878**

APR 12 2002

Corporations Section

ARTICLES OF INCORPORATION  
OF  
MIDDLE CREEK CROSSING OWNERS ASSOCIATION, INC.

I, the undersigned person, being of the age of eighteen years or more, being a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Middle Creek Crossing Owners Association, Inc., hereinafter sometimes called the "Corporation" or the "Association".

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The Corporation is organized in accordance with, and shall operate for non-profit purposes pursuant to, the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Corporation is formed for the specific purpose of administering the common affairs of all the owners of "the Property", as that term is defined in the Middle Creek Crossing Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in the Official Public Records of Blanco County, Texas, including any additions to the Property which may be brought within the jurisdiction of the Corporation, and incorporated into this document by reference.

ARTICLE VIII

The name and street address of the incorporator is:

NAME

ADDRESS

John E. Cassidy

800 Hwy. 290 West  
Dripping Springs, TX 78620

#### ARTICLE IX

The affairs of the Association shall be managed by an initial board of directors consisting of four (4) individuals, who need not be members of the Association. The Board shall fulfill all the functions of, and possess all powers granted to, boards of directors of non-profit corporations pursuant to the Texas Non-Profit Corporation Act. The number of directors of the Corporation may be changed by amendment to the bylaws of the Association. The names and addresses of the persons who are to act in the capacity of the initial directors of the Association until the election of their successors are:

NAME	ADDRESS
Lee Wood	6907 One Oak Road Austin, TX 78749
James Hurlbut	101 Hays Street, Suite 416 Dripping Springs, TX 78620
Steve Vandigriff	P.O. Box 1543 Dripping Springs, TX 78620
Tommy Henrichson	107 Post Oak Drive Floresville, TX 78114

#### ARTICLE X

The address of its initial registered office is 101 Hays Street, Suite 416, Dripping Springs, TX 78620, and the name of its initial registered agent at such address is James Hurlbut.

IN WITNESS WHEREOF, I have hereunto set my hand, this 12<sup>th</sup> day of April 2002.

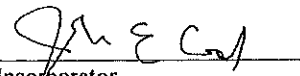
  
Incorporator

Exhibit A

BY LAWS OF  
MIDDLE CREEK CROSSING OWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND DEFINITIONS

1.01. Name. The provisions contained herein constitute the Bylaws of the non-profit corporation known as MIDDLE CREEK CROSSING OWNERS ASSOCIATION, INC., and hereinafter referred to as the "Association."

1.02. Declaration and Subdivision. The activities of the Association shall be regulated by the Declaration of Covenants, Conditions and Restrictions recorded in the Official Public Records of Blanco County under Volume 0234, Page 954, and any amendments or successors thereto (such Declaration and any amendments or successors referred to as the "Declaration").

1.03. Other Terms Defined. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit, and are hereby incorporated by reference and made a part hereof.

ARTICLE II  
APPLICABILITY OF BYLAWS

All present or future Owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots of the Property or the mere act of occupancy of any of the Lots will signify that these Bylaws are accepted and ratified and will be complied with by the Owner, purchaser, tenant, or occupant.

ARTICLE III  
OFFICES

3.01. Principal Office. The principal office of the Association shall be located at 101 Hays Street, Suite 416, Dripping Springs, TX 78620.

3.02. Registered Office. The Association shall have and shall continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE IV  
QUALIFICATIONS FOR MEMBERSHIP

4.01. Membership. Membership in the Association shall be determined by the terms of the Declaration, and such membership terms are specifically incorporated herein.

4.02. Proof of Membership. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot in the Subdivision. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.03. Additional Qualifications. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Association's Articles of Incorporation, the Declaration or by the Board.

4.04. Certificates of Membership. The Board may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

4.05. Termination. Membership shall terminate for a transferring Member upon the transfer of a membership in accordance with these Bylaws. Upon such termination, any right, title, or interest of the transferring member in the Association shall cease, and the person receiving the membership shall succeed to the rights, titles and interests formerly held by the transferring Member.

ARTICLE V  
VOTING RIGHTS

5.01. Voting. The voting rights of the Members shall be as set forth in the Declaration.

5.02. 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 of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of such Member's Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.03. Quorum. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least fifty percent of the votes that may be cast at any meeting shall constitute a

quorum for any action, except as otherwise provided in the Declaration. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting from time to time without further notice.

5.04. Required Vote. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute, these Bylaws or the Declaration.

#### ARTICLE VI MEETINGS OF MEMBERS

6.01. Annual Meetings. The annual meeting of the Members of the Association shall be held on the first Tuesday of March of each succeeding calendar year at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday (excluding Saturday and Sunday).

6.02. Special Meetings. Special meetings of the Members may be called by the President, the Board, or by Members representing at least ten (10) percent of the total voting power of the Association.

6.03. Place. Meetings of the Members shall be held at a place designated by the Board (or other persons authorized to call the meeting) in writing.

6.04. Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least ten (10) days before such meeting to each Member entitled to vote at such meeting, addressed to Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, with postage prepaid, registered or certified mail, addressed to the Member. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, or when required by statute or the Declaration, the nature of the business to be undertaken. However, if all of the Members shall meet at any time and place, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any action may be taken.

6.05. Action Without Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

#### ARTICLE VII BOARD OF DIRECTORS

**VOL 0281 PAGE 883**

7.01. Number. The affairs of this Association shall be managed by a Board of Directors consisting of four (4) persons.

7.02. Term. At the first meeting of the Association, the Members shall elect the initial Directors who shall hold office until the first annual election of Directors by the Members. Thereafter, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

7.03. Removal. Directors may be removed from office with or without cause by a majority vote of the Members of the Association.

7.04. Vacancies. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of such director's predecessor. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

7.05. Compensation. Directors shall not receive compensation for services rendered to the Association. However, a Director may be reimbursed by the Board for actual expenses incurred by such director's in the performance of such director's duties and shall be indemnified to the fullest extent permitted by Article 1356 2.22A of the Texas Non-Profit Corporation Act.

7.06. Powers and Duties. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declaration.

#### ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

8.01. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

8.02. Election. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected.

#### ARTICLE IX MEETINGS OF DIRECTORS

9.01. Regular Meetings. Regular meetings of the Board of Directors shall be held without notice other than this Bylaw immediately after, and at the same place as, the annual meeting of Members.

9.02. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Director not less than three (3) days, or more than fifteen (15) days prior to the date fixed for such meeting by written notice delivered personally or sent by mail or telegram to each Director at such director's address as shown in the records of the Association.

9.03. Quorum. A quorum for the transaction of business by the Board shall be a majority of the number of Directors constituting the Board as fixed by these Bylaws.

9.04. Voting Requirement. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board unless any provision of the Declaration, these Bylaws or statute requires the vote of a greater number.

9.05. Open Meetings. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

9.06. Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

## ARTICLE X OFFICERS

10.01. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President who shall at all times be members of the Board, and a Secretary and Treasurer. The Board may, by resolution, create such other offices as it deems necessary or desirable.

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

10.03. Resignation and Removal. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

10.04. Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.



10.05. Compensation. Officers shall not receive compensation for services rendered to the Association, however, Officers shall be indemnified to the fullest extent permitted by Article 1396 - 2.22A of the Texas Non-Profit Corporation Act.

ARTICLE XI  
PRESIDENT

11.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

11.02. Duties. The President shall:

- (a) Preside over all meetings of the Members and of the Board;
- (b) Sign as President all deeds, contracts, mortgages, bonds and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser Officer;
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days;
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required by the Board.

ARTICLE XII  
VICE-PRESIDENT

12.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President.

12.02. Duties. The Vice-President shall:

- (a) Act in the place and in the stead of the President in the event of the president's absence, inability, or refusal to act;
- (b) Exercise and discharge such other duties as may be required of him by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

ARTICLE XIII  
SECRETARY

13.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

13.02. Duties. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring said seal;
- (c) Service such notices of meetings of the Board and the Members required either by law or by these Bylaws;
- (d) Keep appropriate current records showing the Members of this Association together with their addresses;
- (e) Sign as Secretary all deeds, contracts, mortgages, bonds and other instruments in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

#### ARTICLE XIV TREASURER

14.01. Election. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

14.02. Duties. The Treasurer shall:

- (a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;
- (b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;
- (c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures;
- (d) Prepare and distribute the financial statements for the Association required by the Declaration.

#### ARTICLE XV BOOKS AND RECORDS

15.01. Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

15.02. Inspection. The Declaration, the membership register, the books of account, and the minutes of proceedings, shall be available for inspection and copying by any Member of the Association or by any Director for any proper purpose at any reasonable time.

#### ARTICLE XVI AMENDMENT

16.01. Amendment of Bylaws. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association where a quorum is present by the vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause, the Declaration or by statute.

#### ARTICLE XVII ASSESSMENTS

17.01. Annual Assessment. Every Owner of every Lot shall pay the Association an annual assessment to be determined by the Board.

17.02. Payment of Dues. Both annual and special assessments shall be paid for all Lots in such manner and on such dates as may be fixed by the Board. Dues of a new Member shall be prorated from the first day of the month in which such new Member becomes a member for the remainder of the fiscal year of the Association.

17.03. Special Assessments. In addition to the annual assessments authorized above, the Association through the Board, may levy at any time a special assessment for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget, contingency or reserve funds, including, but not limited to, the cost of construction or reconstruction, repair or replacement of the Subdivision's amenities and those common expenses incurred in the formation of the Association. Any such assessment must be approved by Owners owning two-thirds (2/3) of the Lots, voting in person or by proxy at a meeting duly called for this purpose.

#### ARTICLE XVIII MISCELLANEOUS

18.01. Checks, Drafts or Orders for Payment. All checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be

signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice-President.

18.02. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such federally insured banks, trust companies, or other depositories as the Board may select and in amounts that are not in excess of the applicable insurable limit.

18.03. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

18.04. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

18.05. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act, the Declaration, the Articles of Incorporation or the Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

18.06. Wildlife Management Program. The Association shall have the power and authority to develop, implement, carry out and modify a wildlife management plan for the Property in order to meet the criteria for qualified open space under Chapter 23 of the Texas Tax Code. The Association may designate a representative to act for it with respect to tax appraisal qualifications/filings and wildlife management.

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

**AUG 06 2003**



*Karen Newman*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

**VOL 0281 PAGE 889**

**SECOND AMENDMENT TO MIDDLE CREEK CROSSING**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

WHEREAS, Stone Ledge Partners, Ltd a Texas limited partnership, has executed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Volume 0234, Page 954 of the Official Public Records of Blanco County Texas, covering real property in Blanco County, Texas described on Exhibit A attached and made a part hereof for all purposes;

WHEREAS, the Declaration may be amended by affirmative vote of seventy five percent of the Members (as such term is defined in the Declaration) of Middle Creek Crossing Owners Association, Inc. at a meeting duly called to vote on such matters;

WHEREAS, the following amendments were so approved at a meeting of the Members held on April 27, 2014 duly called for such purpose.

NOW, THEREFORE, the Declaration is amended as follows:

- 1.8 Common Area-** Delete entire paragraph and remove from Article 1.
- 1.9 Declarant-** Delete entire paragraph and remove from Article 1.
- 1.17 Occupied Lot-** Lines 1-2, revise to state: "Occupied Lot" shall mean a Lot upon which, Improvements have been constructed, and which has been occupied as a Primary and (or) Secondary Residence.
- 2.1 Addition of Lands-** Delete entire paragraph and remove from Article 2.
- 2.2 Withdrawal of Land-** Delete entire paragraph and remove from Article 2.
- 3.3 Subdividing-** Replace entire paragraph with: "No remaining Lot shall be less than 25 acres".
- 3.4 Signs-** Delete entire paragraph and remove from Article 3
- 3.12 Temporary Structures-** Line 6, change Declarant to "Architectural Control Committee".
- 3.17 Animals-Household Pets-** Line 3, revised to state: "A maximum of two (2) animals consisting of any combination of horses, cows, goats, or sheep are allowed per five (5) acres and poultry or fowl are also allowed. All animals and pets must be fenced at all times. No pigs, hogs, swine, or wild animals may be kept, maintained or cared for on the Property."

**3.18 Masonry Requirements-** Lines 9-10, remove last sentence from this section: "No metal exterior siding shall be permitted on any improvement (s) except, barns that house animals or agricultural related products".

**3.19 Construction Activities-** Take out (including Declarant).

**3.25 Minimum Floor Area-** Lines 1-5, revise to state: "The air conditioned portion of the Primary Residence structure erected on any portion of the Property shall have a floor area of not less than one thousand eight hundred (1,800) square feet, such area to be exclusive of all porches, carports, garages and other rooms which are not air conditioned with the main living quarters."

**3.26 Other Structures-** Lines 3-5, revise to state: "One (1) part-time residence shall be allowed on each Lot. The Part-Time Residence can be built before, simultaneously or after completion of the Primary Residence structure. The Part-Time Residence shall have a floor area of not less than one thousand (1,000) square feet."

Lines 8-11, revise to state: "Detached garages, workshops, and barns shall be allowed on each Lot. Such structures should not be used as a Primary Residence and shall be constructed with wood or other sidings similar to the material used in constructing the Primary Residence."

**4.2 Common Area-** Delete entire paragraph and remove from Article 4.

**5.2 Membership-** Lines 1-2, revise to state: "Any person(s) upon acquiring a Lot in Middle Creek Crossing automatically and concurrently shall become a Member of the Association."

**5.3 Voting Rights-** Delete Lines 3-6: "Owners entitled to votes pursuant to (a) below are hereinafter sometimes referred to as "Class A Members". Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

5.3/ (a)- revise to state "The owner of each Lot within the property shall have one (1) vote for each Lot so owned.

5.3/ (b)- Delete entire paragraph and remove from Article 5.

**5.4 Duties of the Association-(b)-**Delete entire paragraph and remove from Article 5.

**6.1 Membership-** Lines 1-4 revise to state "The Architectural Control Committee shall consist of not more than three (3) members.

**6.2 Declarant's Rights of Appointment-** Delete entire paragraph and remove from Article 6.

**6.4 Term-** Line 4 Change "Declarant" to "Board".

**7.4 Reduction of Annual Assessment-**Delete entire paragraph and remove from Article 7.

**9.2 Title to Common Properties: Insurance-** Delete entire paragraph and remove from Article 9

**9.3 Extent of Easement-** Delete entire paragraph and remove from Article 9.

The Declaration, as so amended, is ratified and confirmed.

Effective as of the 30 day of April, 2014.

**CERTIFICATION**

The foregoing amendments were approved at a meeting of the Members held on April 27, 2014 duly called for such purpose. As of the date of the meeting, the total number of votes outstanding in the Class A membership was 14 and the total number of votes outstanding in the Class B membership was 0. The total number of votes outstanding in the Class B membership has never exceeded the total number of votes outstanding in the Class A membership. The vote was 11 to 1 of the owners of occupied lots within the property with each occupied lot having one vote for each occupied lot so owned.

**MIDDLE CREEK CROSSING OWNERS ASSOCIATION, INC.**

**A Texas Non-Profit Corporation**

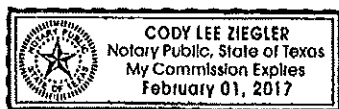
By: Thomas I Henrichson

Thomas I Henrichson, President

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

This document was acknowledged before me on April 30, 2014, by Thomas I Henrichson, as President of MIDDLE CREEK CROSSING OWNERS ASSOCIATION, INC.



Cody Lee Ziegler  
Notary Public, State of Texas

Notary's Printed Name: Cody Lee Ziegler

02-01-2017  
My Commission Expires:

After Filing Return To:

Thomas I Henrichson  
P.O. Box 1096  
Blanco, Tx 78606

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the  
date and the time stamped herein by me and was duly RECORDED in Official  
Public records of Blanco County, Texas on

APR 30 2014

Filed this 30th day of Apr. 2014  
1:10p M

KAREN NEWMAN  
County Clerk, Blanco County, Texas  
By Carrie Osborn Deputy



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

145/419

8-20-93

9-13-93

931419

GRANTOR: GARY N. RICHARDS, et al

GRANTEE: GTE Southwest Incorporated

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS

EXCHANGE BLANCO

KNOW ALL MEN BY THESE PRESENTS:

LOC. CODE 5103

COUNTY OF BLANCO

ORDER NO. 3P001DT

That We, GARY N. RICHARDS and CRYSTAL S. RICHARDS, Guardians of the Person and Estate of DOROTHY IRENE RICHARDS and as Attorney in Fact for the Allen Richards Marital Trust BLANCO and State of TEXAS; for and in consideration of the sum of One and 00/100 Dollars (\$ 1.00 ) to US In hand paid by

GTE Southwest Incorporated, P. O. Box 3158, Bryan, Texas 77805 a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto GTE Southwest Incorporated, its successors and assigns, an easement of right-of-way for a communication line, or lines, consisting of variable number of wires, and all other necessary or desirable appurtenances (including towers, poles made of wood, metal or other material, props and guys), at or near the location and along the general course now located and staked out by Grantee, over, under, across, and upon the following described property, situated in Blanco County, State of Texas to wit:

A portion of that certain tract or parcel of land containing 5829.648 acres, BLANCO COUNTY, STATE OF TEXAS, said tract being more particularly described in a Guardians' Special Gift Deed from Gary N. Richards and Crystal S. Richards, Guardians of the Person and Estate of Dorothy Irene Richards to the Allen Richards Marital Trust, dated 11 January 1993, recorded in Volume 142 at Page 628 of the Deed Records, County and State aforesaid.

An easement ten feet (10') in width, said easement being five feet each side of a centerline being the line formed by the placement of aerial telephone cable on an existing PEC electrical line crossing over, upon and through the aforesaid tract of land.

The Grantor(s) recognizes that the general course of said lines, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said lines when constructed.

The said easement is hereby expressly enlarged insofar as it is agreed to include the overhead easement and overhang of crossarms, wire or cable attached to the Grantee's poles, also to include the necessary easement to accommodate the said wires, fixtures, crossarms and guy wires. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its lines and appurtenances over, under, across and upon the above described property; the right to grant its easement with other telephonic, telegraph, or power communication lines; for the purpose of erecting poles, towers, guys, and other necessary or desirable appurtenances over, under, across and upon said land; and the right to trim trees or shrubbery to the extent, in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said line and equipment or to remove possible hazards thereto.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 20 day of August 1993

Grantors Signature

Grantors Signature

(Print Grantors Name)

(Print Grantors Name)

Grantors Signature

Grantors Signature

(Print Grantors Name)

(Print Grantors Name)

Doc. No. A85



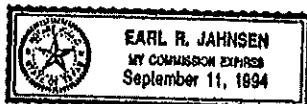
## CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF TEXASCounty of BLANCO COMALThis instrument was acknowledged before me on 20 Aug, 19 93, by  
GARY N. RICHARDS and CRYSTAL S. RICHARDS(Signature) Earl R. Jahnson(Print Name) EARL R. JAHNSENNotary Public, State of TEXASMy Commission Expires: 11 SEP 93

## CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF \_\_\_\_\_

County of \_\_\_\_\_



This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_ by \_\_\_\_\_

FILED FOR RECORD

At 1:04 o'clock P M

SEP 13 1993

DOROTHY UECKER

Clerk So. Court, Blanco County, Texas

Dorothy Uecker

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

## CORPORATE ACKNOWLEDGEMENT

THE STATE OF \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_, on behalf of said corporation.

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

## EASEMENT AND RIGHT OF WAY

FROM GARY N. RICHARDS and CRYSTAL S. RICHARDSTO GTE Southwest Incorporated

THE STATE OF \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, Clerk of the County Court of \_\_\_\_\_  
County, do hereby certify that the above instrument of writing was filed for record in this office on

\_\_\_\_\_ A.D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and duly recorded on

\_\_\_\_\_ A.D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in the \_\_\_\_\_

\_\_\_\_\_ records of said County in Vol. \_\_\_\_\_ on page \_\_\_\_\_

Witness my hand and seal of office in \_\_\_\_\_  
the day and year last above written.

By \_\_\_\_\_ Deputy \_\_\_\_\_ Clerk, County Court, \_\_\_\_\_ County

FILED FOR RECORD SEPTEMBER 13, 1993 at 1:04 P.M. DOROTHY UECKER, CLERK, BLANCO COUNTY TEXAS RECORDED SEPTEMBER 15, 1993 at 1:36 P.M.

001266

## WARRANTY DEED WITH VENDOR'S LIEN

FILED IN 10 day of May 2000  
1:04 PMDOROTHY UECKER  
COUNTY CLERK, BLANCO COUNTY, TEXAS  
By Karen Hamilton Deputy

DATE: May 5, 2000

GRANTOR: ALLEN RICHARDS MARITAL TRUST AND THE RICHARDS FAMILY  
LIMITED PARTNERSHIP, RICHARDS DEVELOPMENT, INC.,  
GENERAL PARTNER

GRANTEE: LESLIE L. HUDLER, GREG SCHUMANN AND THE ELK TRUST

GRANTEE'S MAILING ADDRESS: % P. O. Box 426, Johnson City  
Blanco County, Texas 78636

## CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00) and a note of even date that is in the principal amount of SIX HUNDRED AND THIRTEEN THOUSAND, FIVE HUNDRED AND NINETY-ONE AND 24/100 DOLLARS (\$613,591.24) and is executed by Grantee, payable to the order of TIB - THE INDEPENDENT BANKERSBANK. The note is secured by a vendor's lien retained in favor of TIB - THE INDEPENDENT BANKERSBANK in this Deed and by a Deed of Trust of even date from Grantee to Dean C. Myane, Trustee.

## PROPERTY (including any improvements):

BEING a 751.14 acre tract of land which is comprised of the following approximate portions of surveys situated in Blanco County, Texas: 76.37 acres, more or less, of the Henry Menton Survey No. 17, Abstract No. 387, and 674.77 acres, more or less, of the Harrison Davis Survey No. 134, Abstract No. 149, being part of that certain 1893.75 acre (deed/called acreage) "Tract 1" conveyed from the Estate of Dorothy Irene Weymouth Richards, Deceased, and R. Allen Richards, Jr., Independent Executor to Ranson Allen Richards, Jr., a/k/a Allen Richards, Jr. by an Executor's Special Warranty Deed recorded in Volume 173, Page 566, et seq. Of the Official Public Records of said County; said 751.14 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes; TOGETHER WITH all of the executive rights in and to all of the oil, gas and other minerals in and under and that may be produced from the Property.

## RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Easement and Right of Way from Gary N. Richards and Crystal S. Richards, Guardians of the Person and Estate of Dorothy Irene Richards and as Attorney in Fact for the Allen Richards Marital Trust to GTE Southwest Incorporated dated August 20, 1993, recorded in Volume 145, Page 419, Deed Records of Blanco County, Texas and as shown on plat dated May 2, 2000 prepared by Sultemeier Surveying, Dale Allen Sultemeier, Registered Professional Land Surveyor No. 4542;
2. For Grantor and Grantor's successors and assigns forever, a reservation of one-half of all oil, gas, and other minerals in and under and that may be produced from the Property, however Grantor makes no reservation of any executive rights and all of the executive rights are hereby transferred and conveyed to Grantee herein;
3. Rights of adjoining property owner in and to a 0.14 of an acre tract situated on the West boundary line of the herein described property as shown on plat dated May 2, 2000, prepared by Sultemeier Surveying, Dale Allen Sultemeier, Registered Professional Land Surveyor No. 4542.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend

all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Current ad valorem taxes on said property having been pro-rated, the payment thereof is assumed by Grantee

TIB - THE INDEPENDENT BANKERSBANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of TIB-THE INDEPENDENT BANKERS BANK and are transferred to that party without recourse on Grantor.

**Allen Richards Marital Trust**

Crystal Richards, Trustee  
Crystal Richards, Trustee

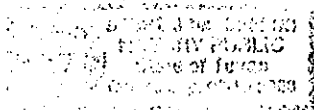
**The Richards Family Limited Partnership,  
Richards Development, Inc., General Partner**

Ranson Allen Richards, Pres  
Ranson Allen Richards, President

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2000, by Crystal Richards, Trustee of the Allen Richards Marital Trust.

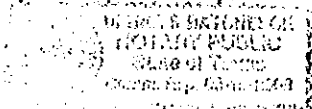


Debra S. Batchelor  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2000, by Ranson Allen Richards, President of Richards Development, Inc., General Partner of The Richards Family Limited Partnership.



Debra S. Batchelor  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Leslie L. Hudler, et al  
% P. O. Box 426  
Johnson City, Texas 78636

PREPARED IN THE LAW OFFICE OF:  
Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

751.14 ACRES: CONT'D

FN 2784R

5. N 10° 32' 29" E, a distance of 160.46 feet to a 3/8 inch iron rod set,
6. N 02° 27' 49" E, a distance of 357.99 feet to a 3/8 inch iron rod set, (in apparent conflict with Volume 67, Page 104 et seq. of the Blanco County Deed Records,
7. N 03° 23' 21" W, a distance of 241.85 feet to a 3/8 inch iron rod set,
8. N 00° 53' 23" W, a distance of 122.81 feet to a 3/8 inch iron rod set,
9. N 02° 22' 12" W, a distance of 229.11 feet to a 3/8 inch iron rod set,
10. N 04° 23' 17" W, a distance of 207.44 feet to a 3/8 inch iron rod set,
11. N 04° 06' 55" W, a distance of 152.87 feet to a 3/8 inch iron rod set,
12. N 05° 13' 15" W, a distance of 132.69 feet to a 3/8 inch iron rod set,
13. N 02° 13' 14" W, a distance of 96.26 feet to a 3/8 inch iron rod set,
14. N 08° 41' 54" E, a distance of 58.26 feet to a 3/8 inch iron rod set,
15. N 23° 49' 51" E, a distance of 100.77 feet to a 3/8 inch iron rod set,
16. N 51° 35' 42" E, a distance of 124.24 feet to a 3/8 inch iron rod set,
17. N 73° 16' 09" E, a distance of 54.41 feet to a 3/8 inch iron rod set,
18. N 86° 21' 53" E, a distance of 21.66 feet to a 3/8 inch iron rod set,
19. S 83° 31' 28" E, a distance of 29.52 feet to a 3/8 inch iron rod set,
20. S 69° 34' 01" E, a distance of 61.85 feet to a 3/8 inch iron rod set,
21. S 50° 57' 32" E, a distance of 67.60 feet to a 3/8 inch iron rod set,
22. S 62° 39' 47" E, a distance of 146.91 feet to a 3/8 inch iron rod set,
23. S 62° 44' 57" E, a distance of 277.93 feet to a 3/8 inch iron rod set,
24. S 69° 01' 25" E, a distance of 86.97 feet to a 3/8 inch iron rod set,
25. S 74° 12' 52" E, a distance of 85.11 feet to a 3/8 inch iron rod set,
26. S 81° 02' 11" E, a distance of 91.75 feet to a 3/8 inch iron rod set,
27. N 86° 31' 11" E, a distance of 84.99 feet to a 3/8 inch iron rod set,
28. N 71° 57' 28" E, a distance of 96.24 feet to a 3/8 inch iron rod set,
29. N 58° 46' 11" E, a distance of 250.34 feet to a 3/8 inch iron rod set,
30. N 50° 12' 21" E, a distance of 110.49 feet to a 3/8 inch iron rod set,
31. N 34° 29' 06" E, a distance of 94.70 feet to a 3/8 inch iron rod set,
32. N 29° 53' 38" E, a distance of 199.46 feet to a 3/8 inch iron rod set,
33. N 56° 00' 24" E, a distance of 686.26 feet to a 3/8 inch iron rod set, and
34. N 01° 29' 29" W, a distance of 635.27 feet to a 3/8 inch iron rod set for a northerly corner hereof;

751.14 ACRES  
BLANCO COUNTY, TEXAS

FN 2784R  
MAY 2, 2000

A DESCRIPTION OF A 751.14 ACRE TRACT OF LAND WHICH IS COMPRISED OF THE FOLLOWING APPROXIMATE PORTIONS OF SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- 76.37 ACRES, MORE OR LESS, OF THE HENRY MENTON SURVEY NO. 17, ABSTRACT NO. 387, AND
- 674.77 ACRES, MORE OR LESS, OF THE HARRISON DAVIS SURVEY NO. 134, ABSTRACT NO. 149;

BEING PART OF THAT CERTAIN 1893.75 ACRE (DEED/CALLED ACREAGE) "TRACT 1" CONVEYED FROM THE ESTATE OF DOROTHY IRENE WEYMOUTH RICHARDS, DECEASED, AND R. ALLEN RICHARDS, JR., INDEPENDENT EXECUTOR TO RANSON ALLEN RICHARDS, JR., A/K/A R. ALLEN RICHARDS, JR. BY AN EXECUTOR'S SPECIAL WARRANTY DEED RECORDED IN VOLUME 173, PAGE 566 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 751.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod set at the base of a fence post at or near the northeast corner of the said Harrison Davis Survey No. 134, being at the northeast corner of the said 1893.75 acre tract and being on the south line of that certain Tract 5 described in Volume 173, Page 566 et seq. of the said Official Public Records and at the northwest corner of that certain 85.27 acre tract (deed/called acreage) described in Volume 187, Page 239 et seq. of the said Official Public Records, for the northeast corner hereof;

THENCE with the east line of the said 1893.75 acre tract, S 19° 24' 42" W, a distance of 6908.58 feet to a 3/8 inch iron rod set at the base of a fence post at the easterly southeast corner thereof, being at the southwest corner of that certain tract described in Volume 57, Page 278 et seq. of the Deed Records of said County, for the easterly southeast corner hereof;

THENCE with the easterly south line of the said 1893.75 acre tract, N 71° 24' 02" W, a distance of 4019.35 feet to a 60d nail set at the base of fence post at a reentrant corner therein, for a reentrant corner hereof;

THENCE with a fenceline along a lower occupational line of the said 1893.75 acre tract, the following seven (7) courses:

1. S 24° 17' 03" W, a distance of 536.93 feet to a 60d nail set at a fence post,
2. S 20° 59' 48" W, a distance of 413.67 feet to a 3/4 inch iron pipe found at a fence post,
3. S 61° 42' 24" W, a distance of 326.98 feet to a 60d nail set at a fence post,
4. S 51° 56' 52" W, a distance of 15.73 feet to a 3/8 inch iron rod set at a fence post,
5. S 34° 08' 06" W, a distance of 421.23 feet to a 60d nail set at a fence post,
6. S 43° 52' 54" W, a distance of 44.64 feet to a 60d nail set at a fence post, and
7. S 26° 39' 29" W, a distance of 293.24 feet to a 3/8 inch iron rod set for the southerly southeast corner hereof;

THENCE departing from said fenceline and passing over the said 1893.75 acre tract with the most southerly line hereof, N 79° 38' 10" W, a distance of 1381.82 feet to a 3/8 inch iron rod set on the easterly line of Blanco County Road 410, for the southwest corner hereof;

THENCE continuing over the said 1893.75 acre tract with the following thirty four (34) courses, being along the said easterly line of Blanco County Road 410:

1. N 22° 52' 46" E, a distance of 29.64 feet to a 3/8 inch iron rod set,
2. N 16° 48' 19" E, a distance of 420.53 feet to a 3/8 inch iron rod set,
3. N 19° 38' 41" E, a distance of 766.16 feet to a 3/8 inch iron rod set,
4. N 25° 07' 40" E, a distance of 430.99 feet to a 3/8 inch iron rod set,

751.14 ACRE

FN 2784R

THENCE departing from the said easterly line of Blanco County Road 410 and continuing over the said 1893.75 acre tract along an existing fenceline with the following three (3) courses:

1. N 23° 02' 24" E, a distance of 324.85 feet to a 3/8 inch iron rod set,
2. N 63° 43' 33" E (BASE BEARING FOR DIRECTIONAL CONTROL), a distance of 4336.62 feet to a 3/8 inch iron rod set, and
3. N 21° 43' 00" E, a distance of 398.13 feet to a 3/8 inch iron rod set at the base of a fence post on the north line of the said 1893.75 acre tract, for the northwesterly corner hereof;

THENCE with the said north line of the 1893.75 acre tract, S 70° 43' 21" E, a distance of 1745.15 feet along a fenceline to the POINT OF BEGINNING, containing 751.14 acres of land, more or less.

Any instrument which purports to convey, transfer or use of the described property by deed or otherwise is invalid and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property at Blanco County, Texas on

MAY 15 2000



*Dorothy Uecker*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING  
304 East Main  
Johnson City, Texas 78636  
(830) 868-7308



*Dale Allen Sultemeier*  
Dale Allen Sultemeier  
Registered Professional Land  
Surveyor  
No. 4542 - State of Texas