

**BY- LAWS OF
OAK RIDGE IMPROVEMENT ASSOCIATION, INC.**

ARTICLE I

NAME AND ORGANIZATION

Section 1. Name. The name of this Corporation is Oak Ridge Improvement Association, Inc.

Section 2. Location. The location and principal office of the Corporation shall be 5030 Champion Drive, Lufkin, Texas. The Corporation may have such other offices, or make such changes in the location of the principal office, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Section 3. Object. The object of the Corporation is set forth in its Articles of Incorporation filed under the Texas Non-Profit Corporation Act. This Corporation is not organized for business purposes or pecuniary profit, and no part of the net earnings shall inure to the benefit of any member or officer thereof, but shall inure exclusively to the benefit of the Corporation for the accomplishment of its purpose.

Section 4. Seal. The Corporation shall have no seal.

Section 5. Fiscal Year. The fiscal year of the Corporation shall begin and end as the Board of Directors may from time to time determine.

Section 6. Registered Office and Registered Agent. The Corporation shall have and continuously maintain in the State of Texas a Registered Office, and a Registered Agent whose office is identical to 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 in the State of Texas.

Section 7. Change of Address of the Registered Agent. The location of the registered office in this State for a corporation *may* be changed from one address to another by filing in the office of the Secretary of State a statement setting forth:

- (1) the name of the corporation represented by the registered agent;
- (2) the street address at which the registered agent has maintained the registered office for that corporation;
- (3) the new street address at which the registered agent will maintain the registered office for that corporation; and
- (4) a statement that notice of the change has been given to the corporation in writing at least ten (10) days before the date of the filing.



The statement shall be signed by the registered agent or, if the agent is a corporation, by an officer of the corporate agent on its behalf. If the registered agent is simultaneously filing statements for more than one corporation, each statement may contain facsimile signatures in the execution. The original and one copy of the statement shall be delivered to the Secretary of State. If the Secretary of State finds that the statement conforms to the Texas Miscellaneous Corporation Laws Act, the Secretary of State shall:

- (1) endorse on the original and the copy the word "Filed," and the month; day, and year of the filing;
- (2) file the original in the Secretary of State's office; and
- (3) return the copy to the registered agent.

The registered office of the corporation named in the statement shall be changed to the new street address of the registered agent on the filing of the statement by the Secretary of State.

ARTICLE II

MEMBERSHIP

Section 1. Classes. The membership shall be of the classes as defined in the Declaration of Covenants for Oak Ridge Ranch Subdivision by Sabine Investment Company of Texas, Inc. dated March 21, 1996, recorded in Vol. 191, Page 306, Official Public Records of Colorado County, Texas, reference to which is here made for a more complete description, or as hereafter amended. Sabine Investment Company of Texas, Inc., or its successors in interest, as the developer shall have the right to add additional properties to be subject to the Improvement Association by the subsequent filing of Declaration of Covenants so stating.

Section 2. Voting Rights. The members shall have the voting rights set forth in the Declaration of Covenants referred to in Section 1 above.

ARTICLE III

MEMBERSHIP MEETINGS

Section 1. Place. Meetings of the members shall be at Veterans Memorial Center, 1349 Walnut Street, Columbus, Texas, or at such other place as shall be designated in the Notice of Meeting.

Section 2. Annual Meeting. An annual meeting of the members shall be held on the 1st Saturday of June in each year beginning with the year 2000, at the hour of 10:00 o'clock, A.M., for the purpose of electing Directors and for the transaction of other business that may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the date designated herein for any annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as possible.



Section 3. Special Meetings. Special meetings of the members shall be called by the President, or two (2) members of the Board of Directors, or members having not less than one-tenth (1/10th) of the votes which may be cast at any meeting.

Section 4. Place of Meeting. The Board of Directors may designate any place within the State of Texas as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the Registered Office of the Corporation in the State of Texas; but if all of the members shall meet at any time and place and consent to the holding of the meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.

Section 5. Notice. Annual Meeting - no notice of the annual meeting is required. Special Meeting - written or printed notice stating the place, day and hour of any special meeting of members shall be delivered, either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by Statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears in the records of the Corporation, with postage thereon prepaid.

Section 6. Quorum. The members holding thirty three percent (33%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 8. Voting by Mail. Where Directors or Officers are to be elected by members such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors, sometimes referred to in the Declaration of Covenants, Conditions and Restrictions of Oak Ridge Ranch Subdivision as the Oak Ridge Improvement Committee (ORIC). Directors need not be members of the Corporation.

Section 2. Number, Tenure and Qualifications. There shall be a minimum of five (5) Directors. Each Director shall hold office until the next annual meeting of the members and until his successor shall have been elected and qualified.



Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without notice other than this By-Law, immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide by Resolution the time and place for the holding of additional regular meetings of the Board without other notice than such Resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the board called by them.

Section 5. Notice. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, the Directors present, by unanimous action, may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any Director for serving the Corporation in any other capacity receiving compensation therefore.

Section 10. Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

Section 11. Nomination. The Board of Directors shall appoint a Nominating Committee composed of members of the Corporation, and it shall be the duty of the Nomination Committee to nominate and have placed before the annual membership meeting a list of at least three (3) nominees



for the Board of Directors to be voted on at the Annual Meeting. Nominations may be made from the floor at the annual meeting by any member.

Section 12 Election. Each member of the Corporation shall cast the number of votes held by him for three (3) of the persons nominated and the three (3) nominees receiving the highest number of votes shall be elected as Directors.

Section 13. Interpretation. In the event of any uncertainty in the meaning or application of these By-Laws, the aforesaid Declaration of Covenants or of any other document, rule or regulation governing the Oak Ridge Improvement Association, Inc., the Directors, insofar as possible under applicable law, shall interpret the language in question and such interpretation shall be binding upon the Corporation and its members.

ARTICLE V

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of the President and Secretary.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by Statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.



Section 6. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors

Section 7. Treasurer. If required by the Board of Directors, the Treasurer shall have a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VI

COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Corporation. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the By-Laws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation; adopting a Plan of Merger or adopting a Plan of Consolidation with other corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its term provides that it shall not be amended, altered, or repealed by such Committee. The designation and appointment of any such



Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed on it or him by law.

Section 2. Other Committees. Other Committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such Committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 3. Term of Office. Each member of a Committee shall continue as such until the next annual meeting of the members of the Corporation and until his successor is appointed unless the Committee shall be sooner terminated, or unless such member be removed from such Committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each Committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5. Vacancies. Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a Committee, a majority of the whole Committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee.

Section 7. Rules. Each Committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

Section 2. Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.



Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositaries as the Board of Directors may select.

Section 4 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII

BOOKS AND RECORDS

Section 1. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members¹ Board of Directors, and Committees having any of the authority of the Board of Directors¹ and shall keep at the Registered or Principal Office in this State a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

DUES

The members of the Corporation shall be subject to such assessments as provided in the above mentioned Declaration of Covenants which assessment shall be paid as is also provided in said Declaration of Covenants.

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or by the By-Laws of the Corporation, 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.

ARTICLE XI

AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days written notice is given of an intention to alter, amend, or repeal these By-Laws or to adopt new By-laws at such meeting.



DECLARATION OF COVENANTS, CONDITIONS,
AND
RESTRICTIONS OF OAKRIDGE RANCH, SECTION NINE
COLORADO COUNTY, TEXAS

WHEREAS, Sabine Investment Company of Texas, Inc., ("Developer") is the owner and developer of Oakridge Ranch, Section Nine located in Colorado County, Texas (the "Subdivision") according to the Plat executed by Sabine Investment Company of Texas, Inc., which Plat was filed in Slide _____ in the Plat Records of Colorado County, Texas; and

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing tracts in the Subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes tracts in the Subdivision may be used, which purposes are to be effectuated by this Declaration of Covenants, Conditions and Restrictions (the "Restrictions");

NOW, THEREFORE, Developer hereby establishes the following reservations, conditions and restrictions of the Subdivision to be covenants running with the land, binding upon and to inure to the use and benefit of itself, its successors and assigns and to purchasers of tracts in the Subdivision, and, as herein provided, and in accordance with the provisions hereof, for the use and benefit of purchasers of tracts in adjoining property which has been, or may be, developed and sold by Developer and made a part of the Subdivision.

1. LAND USE

All tracts are limited to single family residential use. No tract shall be used for business or commercial purposes.

2. BUILDING LOCATION

All mobile homes, motor homes, recreational vehicles, campers, cabins, tents and any other temporary or mobile structures shall be located so as to be hidden from view and out of sight from the road.

Site built homes shall be located not less than two hundred feet (200') from the front property line.

3. BUILDING TYPES

Site built homes shall be constructed of new materials and have a minimum of twelve hundred (1200) square feet of climate controlled area.

The exterior of all single family residences shall be constructed of brick, stone, stucco, masonry veneer, concrete, log or cedar as approved by the Architectural Control Committee. All single family residences shall be designed in a traditional or contemporary style.

Barns and outbuildings must be constructed of new materials and be placed on the tract in such a manner so as not to detract from the residential character of the property.

The Architectural Control Committee is authorized in its sole discretion, to grant a deviation from the requirements of these restrictions.

4. ARCHITECTURAL CONTROL

- (a) Creation of Architectural Control Committee. There is hereby created an Architectural Control Committee which shall be composed of Jim Brasse, Gene Foy and Elmo Taylor. The Architectural Control Committee shall be free from liability for actions within the scope of the Architectural Control Committee's function.
- (b) Required Approval of Plans. No site built home shall be constructed, erected or placed on any lot prior to approval by the Architectural Control Committee as to quality and workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions. All final plans and specifications must be submitted to the Architectural Control Committee.
- (c) Approval Process. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and the Architectural Control Committee shall fail either to approve or reject, in writing, such plans and specifications for a period of thirty (30) days following such submission, then approval is presumed. The exterior of any site-built home shall be completed within one (1) year from the date construction on the home begins.
- (d) Expiration of Term. When seventy-five percent (75%) of the lots subject to the Restrictions are sold by the Developer including any additional lots which may become subject to the Restrictions pursuant to Section 17 hereof) and the Developer has no intention of adding any additional lots or sections to the Subdivision, the term of the Architectural Control Committee shall be deemed to have expired and the Oakridge Ranch Improvement Committee shall assume the duties of the Architectural Control Committee.

5. LIVESTOCK AND POULTRY

Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred, and maintained on any tract under the following conditions:

- a. No livestock of any type shall be allowed to run loose upon the streets or common areas as shown on the Plat.
- b. All horses, cattle or other livestock or animals shall be kept enclosed on the tract by suitable fencing.
- c. No swine may be bred, kept or maintained on any tract in this Subdivision, except one (1) per tract owned for personal consumption and or show competition.
- d. No chickens, turkeys or other poultry may be kept or raised in this project, except five (5) per acre owned for personal consumption and or show competition.
- e. Horses are permitted in the Subdivision, but public stables are not permitted.
- f. Cattle are permitted in the Subdivision, but feed lots are not permitted.
- g. Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

6. GARBAGE AND REFUSE DISPOSAL

All tracts in the subdivision shall be maintained in a clean, neat and attractive condition. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. Each tract owner shall be responsible for disposing of all of his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority. All tract owners shall provide for the disposal of waste material through a septic system approved by the appropriate governmental authority.

No tract shall be used as a storage or salvage yard. No abandoned or inoperative automobile, other vehicle or trailer shall be permitted to remain on any tract. Personal campers, boats, tractors, trailers, recreational vehicles, etc., in good and usable condition may be kept on the Property.

7. NUISANCES

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

8. RESUBDIVISION

No tract in the Subdivision may be further subdivided.

9. ACCESS TO ADJOINING PROPERTY OUTSIDE OAKRIDGE

No tract in the Oakridge Subdivision may be used as an access easement for a road to a tract outside Oakridge with the intent to develop that outside tract and utilize the existing roads in Oakridge. The maximum width of any road or driveway on any tract is limited to twelve feet (12') in width.

10. DRIVEWAYS.

Driveways shall be constructed of all weather materials over a minimum eighteen inches (18") culvert in the road ditch.

11. EASEMENTS

Developer, for and on behalf of itself and the Association, reserves easements for the installation and maintenance of any and all utilities and drainage facilities as shown on the Plat. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the Subdivision and the property owners and are reserved and created in favor of all utility companies serving the Subdivision. Furthermore, Developer for itself and the Association, reserves an easement over and across all parkways, roads and common areas shown on the plat. The access easements shown on the Plat are for the exclusive use of the Developer and the Association.

12. RECREATIONAL FACILITIES.

Developer or the Association, shall have the right, but not the obligation, to construct and operate legitimate recreational facilities upon the areas designated as parkways on the Plat, or upon any lot which Developer, at its sole discretion, determines would be suitable for such facilities.

13. RECREATIONAL VEHICLES.

No all terrain vehicles, (i.e. three wheelers, four wheelers, motorcycles, etc.) shall be allowed on the roads in the Subdivision from October through January 15 each year.

14. OAK RIDGE IMPROVEMENT ASSOCIATION

- (a) Membership of Association. Each and every owner of a tract (under a Contract for Deed or a Deed) in the Subdivision shall be a member of the Oak Ridge Improvement Association (the "Association"). The Association may be a non-profit corporation or an unincorporated association.
- (b) Voting Rights. Each member shall be entitled to one (1) vote for each tract in which they hold the interest required for membership. When more than one (1)

person holds such interest or interests in any tract, all such persons shall be members, and the vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any tract.

- (c) Notice and Voting Requirements. Any and all elections of the Association shall be governed by the following rules:

- (1) Written notice of any election shall be given to all members by certified mail return receipt required at least fourteen (14) days prior to the date of such election.
- (2) Votes shall be by written ballot and the ballot shall be retained for at least one year after the election.
- (3) Any election shall be determined by a simple majority of the votes cast in such election.

15. IMPROVEMENT COMMITTEE

- (a) Formation. The Improvement Committee (the "Improvement Committee") shall be the governing body of the Association. The Improvement Committee shall be composed initially of Jim Brasse, Elmo Taylor and Gene Foy.
- (b) Election. After ten percent (10%) of the tracts in the Subdivision have been conveyed by Contract for Deed or Deed, the initial members of the Committee shall arrange for an election of the members to elect three members of the Association to replace them on the Improvement Committee. The election shall be in accordance with Section 13 hereof.
- (c) Powers and Functions. The Improvement Committee shall have the following powers and functions:
 - (1) Hold elections pursuant to Section 13 hereof.
 - (2) Collect and expend, in the interest of the Subdivision, the Maintenance and Recreation Fund as voted by the Association.
 - (3) Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any tract owner in the Subdivision).

- (4) Maintain the common road in the Subdivision in a smooth, passable condition, free from obstructions.
- (5) Maintain any and all Recreational Facilities constructed by the Association or Developer for the benefit of all property owners in the Subdivision.

16. MAINTENANCE AND RECREATION FUND

- (a) Annual Assessments. Each owner of any tract by acceptance of a Deed or Contract for Deed thereto, whether or not it shall be so expressed in a Deed or other conveyance, is deemed to covenant and agree to pay the Association the annual assessments which shall hereafter from time to time be fixed, established and collected by the Committee. The initial annual assessment for Section ~~SEVEN~~^{NINE} shall be NINETY-SIX AND NO/100 DOLLARS (\$96.00). The annual assessment may not be increased by more than ten percent (10%) per year without the approval of a majority of the Association. Developer is not hereby obligated to pay such assessments, but may elect to do so. The annual assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land affected thereby and shall be secured by a continuing lien which is hereby reserved in favor of the Association upon each tract against which each such assessment is made, to the same extent as if retained by Developer and expressly assigned to the Association. Each such annual assessment shall also be the personal obligation of the person who was the owner of the tract at the time when each such assessment became due and payable.
- (b) Purpose of Assessments. The annual assessments levied by the Improvement Committee shall be used exclusively for the purpose of creating a fund for the improvement and maintenance of the Subdivision (the "Maintenance and Recreation Fund"). The Improvement Committee shall use the Maintenance and Recreation Fund for expenses incurred for any of the following reasons: maintenance of the private road and operation and maintenance of recreational facilities. The Improvement Committee's decisions shall be final as to the use of the Maintenance and Recreation Fund and the members of the Improvement Committee shall be free from liability for actions within the Improvement Committee's function, unless gross negligence is proven.

If a property owner shall individually cause damage to the private road, the damage shall be repaired at the sole cost and expense of the responsible property owner.
- (c) Date of Commencement. The annual assessment shall commence on June 1, 1998, and shall be payable annually on the first day of June thereafter in advance.

- (d) Effect of Nonpayment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay or foreclose the lien against the tract and interest, costs and reasonable attorney's fees for any action shall be added to the amount of such assessment.
- (e) Term. Such assessments shall continue during the term of the Restrictions.

17. TERM

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Colorado County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

18. ADDITIONS TO EXISTING PROPERTY.

The Developer may add or annex additional tracts or sections from time to time and at anytime to the scheme of these Restrictions by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property.

19. ENFORCEMENT

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any tract in the Subdivision, by the Developer or by the Improvement Committee. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

20. SEVERABILITY

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

21. Notwithstanding anything to the contrary, these restrictive covenants shall not be construed so as to prevent the Veterans Land Board or the State of Texas from deeding an acre to a Veteran contract holder for a homesite, nor shall they be construed so as to assess the Veterans Land Board of the State of Texas with any assessments or fees, and no lien shall attach to the Board's interest. Any assessments or fees shall be the personal obligation of the Veteran contract holder, or his assigns.