

BOBWHITE BLUFFS SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS
"MODIFIED"

THIS DECLARATION, made this 6th day of May, 2000, by Bobwhite Bluffs Homes Association, Inc., hereinafter called the Association,

WITNESSETH:

WHEREAS, the Association desires to provide for the preservation of the values and amenities in the residential community known as "Bobwhite Bluffs" and for the maintenance of roads and other common facilities, and, to this end, desires to subject the real property described in Article II (together with such additions as may hereafter be made thereto, as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Association is delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

THEREFORE, the Association declares that the real property described in Article II, and such additions, thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Bobwhite Bluffs Homes Association, Inc. a nonprofit corporation organized and existing under the laws of the State of Texas.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown as roads on any recorded subdivision plat of The Properties and the other common facilities owned or operated by the Association for the common use and enjoyment of the owners of The Properties.

- (d) "Lot" shall mean and refer to any of the numbered lots shown upon any recorded subdivision map of The Properties (including Lots in any permitted resubdivision and Lots in any additional lands added to this Declaration as provided herein) with the exception of Common Properties as heretofore defined.
- (e) "Dwelling" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family exclusive of garage.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1 hereof.

ARTICLE II

Property Subject to This Declaration and Additions Thereto

Section 1. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Palo Pinto County, Texas, and is more particularly described as follows:

Lots One (1) through Forty-nine (49), in Bobwhite Bluffs Subdivision, a subdivision in Palo Pinto County, Texas, according to the map or plat thereof of record in Book 4, Page 50, Plat Records of Palo Pinto County, Texas,

all of which property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- (a) Upon approval of the Association pursuant to a vote of its Board of Directors, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property except upon compliance with Article VIII, Section 2.
- (b) Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other

properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing Property except upon compliance with Article VIII, Section 2.

ARTICLE III

General Protective Covenants

Section 1. None of the Lots or the improvements thereon shall be used for anything other than single-family, private residential purposes. Upon the construction of such residence, it is understood that there may also be constructed a detached garage, so long as the same is used in conjunction with and as part of such single-family, private residence. Notwithstanding the foregoing, any Lot may be used and improved for and as part of the Common Properties, and any such Lots or improvements owned by the Association may be used for Association purposes.

Section 2. No Lot shall be re-subdivided without the specific approval of the Architectural Control Committee.

Section 3. (a) No dwelling shall be erected or permitted to remain on any Lot having a floor area of less than the area hereinafter stated, measured to exterior walls and exclusive of garages or other similar appendages: for Lots 20, 21, 24, 25, 28 and 29, one thousand two hundred (1,200) square feet; and for all other lots, one thousand six hundred (1,600) square feet. The minimum floor area requirements may be relaxed by decision of the Architectural Control Committee.

(b) All dwellings shall be constructed new. Only one (1) residence may be built on any one Lot.

(c) No structure shall be used until the exterior thereof (as approved by the Architectural Control Committee) and sanitary sewerage disposal facilities (complying with Section 14 below) are completely finished. No modular or prefabricated structures, mobile home, metal or asbestos exterior siding, tar paper or other roll type exterior or structure with a flat roof will be permitted on any lot.

(d) No dwelling shall be located on any Lot nearer than twenty-five (25) feet to the front or rear property lines, or nearer than ten (10) feet to any side property line except that:

(1) If one structure is constructed on a homesite consisting of more than one Lot, the combined area shall be considered as the property.

(2) The setback lines may be relaxed by decision of the Architectural Control Committee.

(e) No trailer, tent, shack, garage, barn, mobile home, camper, or other outbuilding shall, at any time, ever be used as a residence, temporary or permanent, or be moved on or permitted to remain on any Lot, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any Lot, except during construction of permanent structures with approval of the Architectural Control Committee.

(f) With reasonable diligence, and in all events within nine (9) months from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures shall be removed.

(g) No radio or television aerial shall be built nearer to any property line than the building setback line therefrom. No fence, wall, or hedge shall be built nearer to Possum Kingdom Lake than twenty-five (25) feet, and shall not exceed six (6) feet in height. All such improvements shall have prior approval of the Architectural Control Committee.

(h) Each dwelling must be equipped with septic tank or other sewage disposal system approved by all governmental authorities having jurisdiction with respect thereto (including the Texas State board of Health and the Brazos River Authority) and must be served with water and electricity. Water service shall be obtained from the Association if made available by or through the Association. The owner of each Lot shall pay all fees and charges payable for hook-ups, permits and/or inspections with respect to such items. Copies of all licenses and permits must be submitted to the Architectural Control Committee to be added to the property file.

(i) No boat dock or ramp shall be constructed on any Lot or within Possum Kingdom Lake unless approved by all governmental authorities having jurisdiction with respect thereto (including the Brazos River Authority).

Section 4. No for sale or for rent signs may be displayed without the prior written approval of the Architectural Control Committee, and no other type of sign or advertising may be displayed on any Lot.

Section 5. No noxious or offensive activity shall be conducted or engaged in that may become a nuisance to other owners. Without limiting the generalability of the foregoing provision, devices emitting excessive noise, noisy or smoky vehicles, and devices which interfere with television and radio reception of any owner shall be considered offensive activities.

Section 6. The use or discharge of firearms is expressly prohibited within The Properties.

Section 7. No Lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers and all such containers shall be kept in a clean, sanitary and sightly condition. No trash, leaves, grass or other matter shall be burned on any Lot.

Section 8. No building material of any kind shall be placed or stored upon any Lot except during construction, and then such material shall be placed within the property lines.

Section 9. No horses, cows, poultry, or livestock of any kind other than house pets may be kept on the property and then not for commercial purposes. Viscious, dangerous, uncontrollable animals must be restrained behind a fence on the owner's lot in order to insure safety for all property owners.

Section 10. Drainage structures under private driveways on any Lot shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

Section 11. If open carports are used, no unsightly storage shall be permitted therein that is visible from the roads. No boats, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on any Lot, except in enclosed garages or storage facilities protected from the view of the public and other residents of The Properties.

Section 12. Both prior to and after the construction of a dwelling on a Lot, the owner shall provide appropriate space for off-street parking for his vehicle or vehicles.

Section 13. The owner of each Lot shall keep grass, weeds and vegetation (except as part of a landscaping plan approved by the Architectural Control Committee), trimmed or cut so that the same shall remain in a neat and attractive condition. No fence, wall or

shrub or other structure or planting which obstructs sight lines shall be permitted without the specific approval of the Architectural Control Committee.

Section 14. No outside toilets will be permitted except during construction of any approved residence. No means of sewage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewage disposal, meeting the requirements of and approval of the proper governmental authorities having jurisdiction with respect thereto. The drainage or discharge of septic tank or other sewage disposal facilities, or of any other substance which would result in pollution, into any road, ditch, surface easement, or waterway, either directly or indirectly, is prohibited.

Section 15. Reasonable easements for installation and maintenance of utilities and drainage facilities are to be reserved and set forth on the plat of the subdivision containing the Lots when the same is filed of record, or by separate instrument. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement areas on each Lot and all improvements in them shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 16. No oil or gas drilling, development, production or refining operations, or quarrying or mining operations shall be permitted upon or on the surface of The Properties at any time while these restrictions remain in force and effect. All minerals on, in or under The Properties are or have been reserved to predecessors in title.

ARTICLE IV

Membership and Voting Rights in the Association

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. The Association shall have one class of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1 of this Article IV. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by said Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE V

Property Rights in the Common Properties

Section 1. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. The Association shall retain the legal title to the Common Properties as is reasonably necessary for the fulfillment of this Declaration, free and clear of all liens.

Section 3. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- (b) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment permitted herein remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations or of this Declaration.
- (c) The right of the Association to charge reasonable fees for the use of the Common Properties.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfer, purpose or condition shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy, at a meeting duly called.

ARTICLE VI

Covenant for Assessments

Section 1. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided; and (3) special assessments for fines imposed by the Board of Directors for violations of this Declaration. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The special assessments may be a monthly fine not to exceed the amount of monthly association fees and shall accumulate until the violation has been addressed, confirmed by the Board of Directors.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. In the event the Association makes available to Members water service or other services which are utilized by a Member, such Member shall also be responsible for and pay, in addition to the assessments levied by the Association hereunder, customary installation connection and/or tap fees and billings for use of such services charged by the Association.

Section 3. Commencing on such date as the Association shall determine as provided hereinafter and until the year beginning January, 1978, the maximum monthly assessment shall be Ten Dollars (\$10.00) per Lot. From and after January 1, 1978, the maximum monthly assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding year and at the end of each such year for each succeeding year. The Board of Directors of the Association may, after consideration of

current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount than the maximum monthly assessment.

Section 4. In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Subject to the limitations of Section 3 hereof, and for the period therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy, at a meeting duly called.

Section 6. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. The monthly assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first monthly assessments shall become due and payable on the day fixed for commencement. The assessments for each month after the first month shall become due and payable on the first day of each such month.

The monthly assessment for Lots sold and for additional Lots which are hereinafter added to The Properties as provided herein shall commence on the first day of the first month after which such Lots become subject to assessment hereunder.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each year and shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of each change in assessment and of each special assessment shall be sent to every Owner subject thereto.

The Association shall upon written request furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot against which same is owed which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation

of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If any assessment is not paid within thirty (30) days after the date when due, such assessment shall bear interest from the due date at the rate not to exceed the maximum allowed by law per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of any such Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

Section 11. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Properties as defined in Article I, Section 1 hereof; (b) all properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Section 12. It is recognized that the Association may provide certain utilities and services (such as water) to the Owners, and that fees and charges in addition to the assessments provided for in Article VI may be made by the Association to Owners to whom such utilities and services are provided with respect thereto.

ARTICLE VII

Architectural Control Committee

Section 1. No building, fence, wall or other structure or improvement of any nature or character shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully satisfied.

Section 2. The Board will develop procedures and guidelines which give structure for processing and approving building plans submitted to the Architectural Control Committee. These procedures and guidelines will be made available to property owners who wish to develop their lot (s). The guidelines will identify the permissible materials and methods, which will be evaluated by the Architectural Control Committee. Deviations from these Board approved procedures and guidelines can only be made through written appeal to the Board.

ARTICLE VIII

General Provisions

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner

of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. The covenants and restrictions set forth herein may be modified in whole or in part or discontinued by the Owners of the Lots, provided any such modification or discontinuance shall be effected by an instrument signed by the then-owners of two-thirds (2/3) of the Lots and duly recorded.

Section 3. Any notice required to be sent to any Member or Owner with respect to this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement of these covenants and restrictions shall be by any proceeding at law or inequity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by those covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Failure of any Owner to comply with these covenants and restrictions subjects the Owner to fines imposed by the Board of Directors and are to be considered special assessments against the Lot as defined in Article VI, Section 1.

Section 5. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and affect.

EXECUTED this 15TH day of June, 2000.

BOBWHITE BLUFFS HOMES ASSOCIATION, INC.

BY

Richard R. Bailey
Its President

THE STATE OF TEXAS

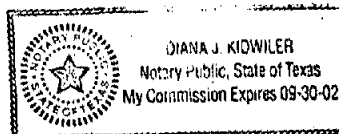
COUNTY OF

Palo Pinto

BEFORE ME, the undersigned authority, on this day personally appeared Richard Bailey, President of BOBWHITE BLUFFS HOMES ASSOCIATION, INC., a nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of June, 2000.

Diana J. Kowiler



Notary Public in and for Palo Pinto County, Texas

Exhibit A

BYLAWS

VOL. 1051 PAGE 10

OF

BOBWHITE BLUFFS HOMES ASSOCIATION, INC.

"AMENDED"

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Bobwhite Bluffs Homes Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Texas.

Section 2. "The Properties" shall mean and refer to Lots One (1) through Forty-nine (49), Bobwhite Bluffs Subdivision, a subdivision in Palo Pinto County, Texas, according to the plat thereof recorded in Book 4, Page 50, of the Plat Records of Palo Pinto County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in Article VI, Section 2 herein.

Section 3. "Common Properties" shall mean and refer to those areas of land shown as roads on any recorded plat of The Properties and the other common facilities, including building, structures, and personal properties, owned or operated by the Association for the common benefit and enjoyment of the owners of or residents within The Properties.

Section 4. "Declaration" shall mean and refer to the Amended Declaration of Covenants and Restrictions dated May 6, 2000, to which The Properties are subject and which are recorded in the Office of the County Clerk of Palo Pinto County, Texas, in Vol. ____ at Page ____ of the Deed Records of Palo Pinto County, Texas.

Section 5. "Lot" shall mean and refer to any of the numbered lots shown upon any recorded subdivision map of The Properties (including Lots in any permitted resubdivision and Lots in any additional lands added to The Properties as provided herein) with the exception of Common Properties as heretofore defined.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

Location

Section 1. The principal office of the Association shall be located at the home address of any current member of the executive Board (president, vice-president, secretary, treasurer, secretary/treasurer) as so designated by the Board.

ARTICLE III

Membership

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon, the property against which such assessments are made, as provided by and more fully set forth in Article VI of the Declaration.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Section 2 of this Article III, whether or not he is personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for a period not to exceed thirty (30) days for violation of such rules and regulations.

ARTICLE IV

Voting Rights

Section 1. The Association shall have one class of voting membership:

Class A. Class A members shall be all Owners and shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III hereof. When more than one person holds such interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

ARTICLE V

Property Rights and Rights of Enjoyment
of Common Property

Section 1. Each member shall be entitled to the use and enjoyment of the Common Properties as provided in Article V of the Declaration.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties to the members of his family who reside upon The Properties, to a purchaser under a contract of sale, or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary of the Association in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member, and the member shall remain responsible for all assessments so long as he holds an interest required for membership by Article III hereof.

ARTICLE VI

Association Purposes and Powers

Section 1. The Association has been organized for the specific purposes of providing maintenance, preservation and architectural control of the Lots and Common Properties within The Properties and to promote the health, safety, and welfare of the residents within The Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose.

Section 2. The Association shall have jurisdiction and power over all additional lands made subject to the Declaration pursuant to the provisions of Article III of the Association's Articles of Incorporation.

Section 3. The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members.

Section 4. The Association may borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Section 5. The Association may dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that such dedication or transfer shall have the assent of two-thirds (2/3) of each class of members.

Section 6. The Association shall have and may exercise all the other rights and powers set forth in its Articles of Incorporation or in the Declaration.

ARTICLE VII

Board of Directors

Section 1. The direction and management of the affairs of the Association and the control and disposition of its properties and funds shall be vested in a Board of Directors composed of

such number of persons (not less than three and not more than nine) as may be fixed from time to time in accordance with the provisions hereof. The number of Directors until these Bylaws are amended shall be five. The Directors designated in the Association's Articles of Incorporation shall continue to serve until their successors are selected and qualify.

Section 2. Vacancies in the Board of Directors shall be filled by the remaining Directors, any such- appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VIII

Election of Directors: Nominating Committee; Election Committee

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among current members. Nominations shall be placed on a written ballot as provided in Section 5 of this Article VIII and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each member shall receive a ballot indicating the number of votes which he has. Each completed ballot shall be placed in a sealed envelope which shall bear on its face the name and signature of the member or his proxy and such other information as the Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot contained therein. The ballots shall be returned to the Secretary at such address as the Directors from time to time specify.

Section 7. Upon receipt of each return, the Secretary shall place it in a safe place until the day set for the annual or other special meeting at which the elections are to be held. On that day the external envelopes containing the ballots shall be delivered, unopened, to an Election Committee which shall consist of two or more members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall establish:

- (a) That the number of votes corresponds to the number of votes allowed to the member or his proxy identified on the envelope containing them; and
- (b) That the signature of the member or his proxy on the envelope is genuine; and
- (c) If the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XIV, Section 2, and that such proxy is valid.

The Election Committee shall thereupon proceed to open the envelopes and count the votes. Immediately after the announcement of the results, unless a review of the procedure is demanded by any member present, the ballots and the envelopes shall be destroyed.

ARTICLE IX

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-tenth (1/10) of the voting membership, as provided in Article XIII, Section 2.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

(d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the members herein, in the Association's Articles of Incorporation or in the Declaration.

(f) In the event that any Director of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

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

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association.

(c) As more fully provided in Article VI of the Declaration.

(1) To fix the amount of assessment against each Lot for each assessment period in advance of such period;

(2) To prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and,

(3) To send written notice of each change in assessment and of each special assessment to every Owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon request by any owner liable for any assessment, a certificate setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE X

Directors' Meetings

Section 1. A regular meeting of the Board of Directors shall be held at such intervals, on such date and at such time as the Board of Directors may by resolution from time to time determine.

Section 2. Notice of regular meetings will be given as required by Article XIII.

If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

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

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI

Officers

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer, or a combination secretary/treasurer. The president shall be a member of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and may sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice-president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio the secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association, and shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business. The treasurer may sign all

checks and notes of the Association, provided that such checks and notes shall also be signed by any other Board member. The treasurer shall prepare all checks and other written instruments for Board member signature. All members of the Board shall have a signature on file with the Association's financial institution and two (2) signatures will be required on each document.

Section 8. The treasurer shall keep proper books of account for the Association. He shall prepare annual income and balance sheet statements and such other financial information as the Directors specify.

ARTICLE XII

Committees

Section 1. The Standing Committees of the Association shall be the Nominations Committee and the Architectural Control Committee. The Nominations Committee shall consist of a Chairman and one or more members, and the Architectural Control Committee shall consist of a Chairman and two members, and each committee shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors at or prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees, as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Architectural Control Committee shall have the duties and functions described in Article VII of the Declaration.

Section 4. Each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions, subject to review and approval by the full committee. It shall be the duty of each committee to receive communications from members on any matter involving Association functions, duties, and activities within its field of responsibility.

ARTICLE XIII
Meetings of Members

Section 1. The regular annual meeting of the members shall be held at a predetermined location in close proximity to The Properties on the first Saturday of the month of November in each year beginning in 2000, at the hour of 1:00 P.M. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, or by any two or more officers or Directors, or upon written request of the members who have a right to vote one-tenth (1/10) of the votes of any class of membership.

Section 3. Notice of any regular or special meetings shall be given to the members by the Secretary, either personally, electronically or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association, at least ten (10) days in advance of the meeting, and if special meeting, shall set forth in general the nature of the business to be transacted. If the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Declaration shall require a quorum as therein provided.

ARTICLE XIV

Proxies

Section 1. At all meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease at such time as the person executing such proxy no longer holds an interest in a Lot required for membership by Article III hereof.

ARTICLE XV

Books and Fiscal Year

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours be subject to the inspection of any member.

Section 2. The fiscal year of the Association shall be the calendar year.

ARTICLE XVI

Seal

Section 1. The Association shall have no seal.

ARTICLE XVII

Amendments

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy; however, any provisions of these Bylaws which are governed by the Articles of Incorporation or by the Declaration may not be amended except as provided herein.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

On May 6th, 2000, The Bobwhite Bluffs Homes Association, Inc. conducted a vote by the property owners to amend/modify the Bylaws and Declaration of Covenants and Restrictions regulating The Bobwhite Bluffs Homes Association, Inc. and subdivision. These documents require a two thirds (2/3) vote approval by current property owners to become effective. The signatures below represent a 70 percent approval of the current forty seven (47) lots owned by voting members.

Mr. & Mrs. William B. Allen #Votes (1)

J. Michael Aulds & G. Kent Sorge #Votes (2)

Richard Bailey & Vicki Bailey #Votes (2)

Richard Bailey

Vicki L. Bailey

Ted Burkett #Votes (1)

Ted Burkett

Bobby Wayne Cox & Susan Cox #Votes (2)

Charles Randall Geer & Sherrion Geer #Votes (2)

Charles Geer

Sherrion Geer

Dorothy Baughman Gray #Votes (2)

Dorothy Baughman Gray

by Alyce Gray Stringer

R. L. Hawk, Jr. #Votes (4)

Charles R. Hawkins #Votes (2)

Charles R. Hawk

Timothy Hester & Lisa Hester #Votes (9)

Timothy Hester
Lisa Hester

Clay L. Julius #Votes (2)

Clay L. Julius
Howard Kaker
Betty J. Kaker

Howard Kaker & Betty Kaker #Votes (1)

Leonard Kilburn, Jr. #Votes (1)

James Koepp #Votes (1)

James Koepp

Jerry Martin & Linda Martin #Votes (2)

Dennis Parker #Votes (1)

Douglas David Potter #Votes (1&1/2)

Douglas David Potter

Robert Borchardt & Carol Borchardt #Votes (1/2)
Jean Barr

Robert Borchardt
Carol Borchardt
Jean Barr

A. Bernard Robertson #Votes (1)

A. Bernard Robertson
Eugenia B. Robertson

Nathan Shack #Votes (1)

Nathan Shack

Shane Hartman #Votes (2)

Shane Hartman

Dale Swift & Denice Swift #Votes (1)

Denice Swift

Barbara Underwood #Votes (1)

Lawrence P. Walsh & Marcia K. Walsh #Votes (2)

Lawrence P. Walsh
Marcia K. Walsh

Mike Walters #Votes (1)

Mike Walters

Jerry Weatherly & Sandra Weatherly #Votes (1)

Jerry Weatherly
Sandra Weatherly

4183

FILED
At 2 O'clock M.
JUN 15 2000
Clerk of the County Court
Palo Pinto County, Texas
By [Signature] Deputy
51.00

Richard Bailey
1141 Boacker Dr
Grafton TX 76449

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF PALO PINTO

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Palo Pinto County, Texas, in the Volume and Page as noted hereon by me.



County Clerk, Palo Pinto County, Texas

By [Signature] Deputy

RECORDED: 16 DAY OF June A.D. 2000
OFFICIAL PUBLIC RECORDS, Volume 1051, Page 23