

Filed this 02 day of July 2020

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1:58 PM  
Laura Walla  
County Clerk, Blanco County, Texas

FIRST AMENDMENT TO THE By Laura Walla Deputy  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ALBERT 303 SUBDIVISION

STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO \*

WHEREAS, Brickstone Development, LP, a Texas limited partnership ("Brickstone"), purchased and developed the property now known as ALBERT 303 SUBDIVISION; and,

WHEREAS, the plat of ALBERT 303 SUBDIVISION is recorded in Volume 3, Pages 248-251 in the office of the County Clerk of Blanco County, Texas; and,

WHEREAS, Brickstone imposed certain restrictive covenants and conditions upon ALBERT 303 SUBDIVISION by instrument entitled "Declaration of Covenants, Conditions and Restrictions, ALBERT 303 SUBDIVISION, recorded under Clerk's Document No. 191955 in the Official Public Records of Blanco County, Texas; and,

WHEREAS, the restrictive covenants for ALBERT 303 SUBDIVISION are hereinafter referred to as "Restrictions"; and,

WHEREAS, Section 3.20 Animals-Household Pets of the Restrictions states:

"It is intended that the Lots be permitted to be used in a way that allows them to qualify for agricultural use exemptions with regard to ad valorem property taxes, subject to the following restrictions: Domestic livestock and exotic animals shall be allowed on any Lot so long as such animals do not become a nuisance or threat to other Owners or animals. Owners may keep on the Tracts up to one horse and/or one cow per every two fenced acres without prior approval from the Board of Directors. Pigs are not allowed. Any fowl, such as chickens, turkey or exotic birds shall be allowed so long as such birds are kept in a coup and do not exceed sixteen birds per Tract. All animals being raised by individual Tract Owners must be contained in a fenced area. No overgrazing is permitted on any portion of the Tract. Dogs must be kept in a dog run or fenced area. Dogs will not be permitted to run loose in the Subdivision".

WHEREAS, Section 9.3(A) By Declarant of the Restrictions states:

"This Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until June 1, 2037, or until termination of the Development Period, whichever is later;

WHEREAS, the date of June 1, 2037 has not passed, and the termination Development Period has not occurred, Declarant controls the Board of Directors and in accordance with Section 9.3(A) still has control over amending the Restrictions; and,

WHEREAS, Accordingly, Declarant does hereby amend Section 3.20 of the Restrictions.

NOW THEREFORE, premises considered, Declarant does hereby amend the Restrictions as follows:

1. Section 3.20 is hereby amended to read as follows:

3.20 Animals-Household Pets. "It is intended that the Lots be permitted to be used in a way that allows them to qualify for agricultural use exemptions with regard to ad valorem property taxes, subject to the following restrictions: Domestic livestock and exotic animals shall be allowed on any Lot so long as such animals do not become a nuisance or threat to other Owners or animals. Owners may keep on the Tracts up to one horse and/or one cow per every two fenced acres without prior approval from the Board of Directors. Pigs are not allowed. Any fowl, such as chickens, turkey or exotic birds shall be allowed so long as such birds are kept in a coup and do not exceed sixteen birds per Tract. All animals being raised by individual Tract Owners must be contained in a fenced area. No overgrazing is permitted on any portion of the Tract. Dogs must be kept in a dog run or fenced area. Dogs will not be permitted to run loose in the Subdivision.

Declarant has been advised by the Blanco County Appraisal District that any attempted conversion from the agricultural use exemption to the wildlife exemption will be strictly scrutinized and may result in the termination of both exemptions. Lot owners and or the association should consult with the Blanco County Appraisal District prior to attempting to convert to the wildlife exemption. If not, the lots may be subject to roll-back taxes and taxes at market value.

Except as amended herein, the Restrictions shall remain in full force and effect.

This Declaration may be executed in multiple counterparts.

EXECUTED on the date of acknowledgement to be EFFECTIVE as of the 2<sup>nd</sup> day of July, 2020.

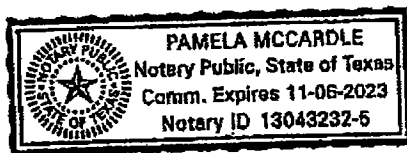
BRICKSTONE DEVELOPMENT, LP  
a Texas limited partnership

By: [Signature]  
Printed Name: Thomas Beachamp JR  
Title: Manager

THE STATE OF TEXAS \*

COUNTY OF Cornal \*

This instrument was acknowledged before me on this the 2<sup>nd</sup> day of July, 2020, by Thomas Beauchamp, Manager of BRICKSTONE DEVELOPMENT, LP, a Texas limited partnership, in the capacity therein stated, on behalf of said Company.



Pamela McCordle  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:  
Kristen Quinney Porter, LLC  
P.O. Box 312643  
New Braunfels, Texas, 78131-2643

PREPARED IN THE LAW OFFICE OF:  
Kristen Quinney Porter, LLC  
P.O. Box 312643  
New Braunfels, Texas 78131-2643

STATE OF TEXAS  
COUNTY OF BLANCO

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



Jul 02 2020

Jaura Nalla

COUNTY CLERK  
BLANCO COUNTY, TEXAS

191955

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ALBERT 303 SUBDIVISION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO

This Declaration is made on the date hereinafter set forth by BRICKSTONE DEVELOPMENT, LP, a Texas limited partnership, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of a portion of that certain tract of land known as ALBERT 303 SUBDIVISION, being a subdivision containing 303.21 acres of land situated in Blanco County, Texas with the Plat of ALBERT 303 SUBDIVISION, being recorded in Volume 3 on Page 49-25, in the records of Deeds and Plats of Blanco County, Texas, in the office of the County Clerk of Blanco County, Texas on the 11 day of June, 2019, after having been approved as provided by law, and,

WHEREAS, Developer desires to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against ALBERT 303 SUBDIVISION, in order to establish a uniform plan for its development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of those Lots in ALBERT 303 SUBDIVISION.

WHEREAS, Developer reserves and retains unto itself, the right, as it, in its sole discretion, shall determine, to (i) add to or delete areas from the Subdivision, (ii) add or delete areas, including but not limited to Lots located in ALBERT 303 SUBDIVISION, from these restrictions and (iii) hereafter place and impose such restrictions, easements, covenants, conditions, stipulations and reservations on any and all remaining unrestricted properties, or portions thereof, in the Subdivision, in order to establish any plan chosen by Developer for the development, improvement and sale thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Developer, hereby adopts, establishes and imposes upon ALBERT 303 SUBDIVISION, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Subdivision, which Restrictions shall run with said Subdivision and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. Developer also declares that ALBERT 303 SUBDIVISION, shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I  
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

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

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

1.3 Association. "Association" or "Master Association" shall mean and refer to Albert 303 Property Owners Association, a Texas non-profit corporation, its successors and assigns. Notwithstanding anything herein to the contrary, Albert 303 Property Owners Association shall consist of members from all Phases within the Subdivision, unless otherwise determined by Declarant.

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

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

1.6 ALBERT 303 SUBDIVISION Restrictions and Declarations. "Albert 303 Subdivision Restrictions", "Restrictions" and/or "Declarations" shall mean collectively (i) this Declaration, together with any and all Supplemental Declaration, as the same may be amended from time to time.

1.7 Rules. "Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.

1.8 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of Albert 303 Property Owners Association, which shall be filed in the office of the Secretary of State of Texas, and as from time to time amended.

1.9 Common Area. "Common Area" shall mean that portion of the Subdivision owned or leased by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, community facilities, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), gates, walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies).

1.10 Declarant or Developer. "Declarant" or "Developer" shall mean BRICKSTONE DEVELOPMENT, LP, a Texas limited partnership, its duly authorized representative, or their respective successors or assigns; provided that any assignment of the rights of BRICKSTONE DEVELOPMENT, LP, a Texas limited partnership, as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Subdivision without written assignment of the rights of Declaration shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Development Period. The "Development Period" is the period of time beginning on the date when the Declaration has been recorded and ending six months after the date that the Declarant no longer owns any portion of the Property, unless earlier terminated by a recorded written instrument executed by the Declarant. The Development Period is the period in which the Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

1.12 Design Guidelines. "Design Guidelines" shall mean the criteria and guidelines established by the Architectural Control Committee for the design and/or construction of all Improvements, landscaping and other exterior items within the Subdivision.

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

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

1.15 Member. "Member" or "Members" shall mean any person, persons, entity or entities holding membership rights in the Association.

1.16 Mortgage. "Mortgage" shall mean any mortgage or deed of trust lien covering all or any portion of the Subdivision given to secure the payment of a debt.

1.17 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.18 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities holding a fee simple interest in all or any portion of the Subdivision, but shall not include a Mortgagee, until such Mortgagee forecloses on all or any portion of the Subdivision.

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

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

1.21 Plat. "Plat" shall mean a final plat of any portion of the Property, or any portion thereof, as defined below.

1.22 Property. "Property" shall mean that real property which is subject to the terms of this or any other declaration for ALBERT 303 SUBDIVISION and subject to the jurisdiction of the Association. The Property is initially described approximately 303.21 acres of land, known as ALBERT 303 SUBDIVISION, Blanco County, Texas, which Property may be more fully developed in Phases and shown on maps or plats recorded the Deed and Plat records of Blanco County, Texas.

1.23 Subdivision. "Subdivision" shall mean and refer to Albert 303 Subdivision and which is more fully described on Map or Plat recorded in Volume \_\_\_\_\_ on Page \_\_\_\_\_, in the records of Deeds and Plats of Blanco County, Texas

1.24 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restriction which may be recorded hereafter in order (i) to incorporate additional property into the Development, (ii) to subject any area of the Property to further covenants, conditions or restrictions, or (iii) to withdraw land from the Property.

## ARTICLE II ADDITIONS TO THE PROPERTY

### 2.1 Phased Subdivision.

(A) Incorporation. Incorporation and Withdrawal. The Declarant, its successors and assigns, shall have the sole right, without requiring the consent or approval of any third party, including the Owners of any Lots or lienholders on those lots, at any time prior to June 1, 2030, to (i) annex or incorporate within the Subdivision or the scheme of this Declaration additional lots or phases of the Development (a) following the acquisition of such property, or (b) barring acquisition of such property, with the consent of the record owner of such other property, (ii) withdraw any property

owned by Declarant from the Subdivision or (iii) remove property owned by Declarant from the terms of these restrictions.

(B) Filing Affidavit. To evidence the incorporation or annexation of additional property (including but not limited to additional lots) or withdrawal of property from the Subdivision or these Restrictions, Declarant shall record an Affidavit stating that such property has been incorporated into, annexed into or withdrawn from the Subdivision or these restrictions.

(C) Phases. Declarant may develop the Property into additional phases and may, at its sole discretion, encumber each phase with similar or the same Restrictions.

2.2 Merger of Consolidation. Upon a merger or consolidation of the Association with another association, the Association's 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 property, 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 Subdivision and/or the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

### ARTICLE III GENERAL RESTRICTIONS

All of the Subdivision except utility lots and common areas shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.1 Single Family Residential Construction. All Lots shall be used solely for single family residential purposes and no tract shall be used for commercial purposes. No more than three dwellings shall be allowed on any Lot. No building or structure shall be erected, altered, placed or permitted to remain on any tract without the approval in writing by the Architectural Control Committee.

All single story dwellings that will serve as the primary residence must have at least one thousand six hundred (1,600) square feet of Living Area and must be built of new construction material. All two-story dwellings must have at least two thousand (2,000) square feet of Living Area and must be built of new construction material. The term "Living Area" does not include porches, breezeways, or garages. Two secondary dwellings (i.e. guest house, casita, bardominium, etc.) may be built of new construction material on each Lot in addition to the main dwelling thereon. Such secondary dwellings must be no less than seven hundred (700) square feet and no more than fifteen hundred (1,500) square feet and shall require the approval of the Architectural Control Committee as to location, materials and plans. The foundation of any dwelling must be a concrete slab or a combination of concrete slab and piers.

The guest/servants house and any detached garage must be of the same general construction and exterior as the dwelling, including exterior materials, roofing materials, and color and must be located according to the Committee approved building site plan.

While there is no time requirement on starting an Improvement, any dwelling, building, structure or improvement commenced on any Tract shall be completed as to the exterior finish and appearance within one year from the commencement date. All dwellings must be served with electricity and telephone through the front of the Tract. All dwellings must be connected to a septic system. No Improvement shall use an electric generator as its primary source of electricity.

The term "dwelling", "main dwelling" and "guest/servants house" does not include either industrialized housing, double wide, triple wide or manufactured homes, single wide mobile homes, or prefab houses regardless of whether the same are placed upon

permanent foundation, and said homes are not permitted within the Subdivision. As used herein, "Manufactured home" includes but is not limited to, any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, Vernon's Texas Civil Statutes.

**3.2 Garages and Outbuildings.** All garages, including but not limited to detached garages, will be of the same general constructions and exterior finish as the main dwelling and located on the Lot according to the Architectural Control Committee approved building site plan. Outbuildings, including but not limited to barns, barndominiums, storage buildings, green houses, workshops, well houses, gazebos, cabanas, decks, car ports or pavilions, must be constructed of new materials and the location, design, materials, and plans must be approved by the Architectural Control Committee prior to construction. These types of outbuildings may be limited in number by the Architectural Control Committee and shall be built on at a location that is behind the main dwelling.

**3.3 Masonry.** The exterior walls of any dwelling constructed on a Tract shall be constructed of no less than seventy-five percent masonry, or masonry veneer, excluding windows and door openings. Masonry or masonry veneer includes stucco, ceramic tile, brick, fibrous cement (i.e. Hardi-plank), clay and stone. The exterior of all chimneys shall be one hundred percent masonry of a type and color matching the exterior walls of the dwelling. All outbuildings and temporary structures are subject to Architectural Control Committee approval as to the exterior finish.

**3.4 Setback Requirements.** All Improvements, except fences, on all Tracts shall be set back at least one hundred (100) feet from any Lot line.

Notwithstanding anything within this paragraph, no Lot Owner shall fence in any meter, utility pole or transformer or place a fence within ten (10) feet from any meter, utility pole or transformer.

**3.5 Roofing Materials.** The surface of all principal and secondary structures, any garages and any outbuildings shall be made of slate, stone, clay tile, or other tile of a ceramic nature, composition shingles with a thirty (30) year or more warranty or metal (using standing or battened seams). The roof may be left natural or painted a color approved by the Architectural Control Committee. The ACC shall approve roofing shingles made of other materials that:

- (a) are designed primarily to:
  - (1) be wind and hail resistant;
  - (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
  - (3) provide solar generation capabilities:
- And,
- (b) When installed:
  - (1) resemble the shingles used or otherwise authorized for use on property in the Subdivision;
  - (2) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the Subdivision; and,
  - (3) match the aesthetics of the property surrounding the Owner's Tract.

**3.6 Colors.** All exterior colors of any structures must be natural or earth tones and must complement the surrounding landscape. The Architectural Control Committee may, in its sole discretion, approve other color schemes so long as such colors complement the Subdivision.

**3.7 Walls and Fences.** Walls, fences and gates, if any, must be approved prior to construction by the Architectural Control Committee. Unless otherwise approved by the Architectural Control Committee, all fences must be constructed of metal, masonry,

masonry veneer, wrought iron, wood, pipe, ranch fencing with t-posts or a combination thereof. Chain link fencing shall not be permitted for use as perimeter fencing for a Lot, but can be used on the interior for animals or bird containment only if such fencing is not visible from any street or adjacent property. All walls, fences and gates must be maintained in good condition.

**3.8 Subdividing, Combining Two (2) or More Lots.** No Lot shall be further divided or subdivided by the Owner thereof without the prior written consent of the Architectural Control Committee and Blanco County, if required; provided, however, when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot or convey an easement or other interest less than the whole, all without the approval of the Architectural Control Committee. Lots may be combined into one Lot for building purposes and the interior common boundary line shall be extinguished by filing a recordable document of record, joined by the Declarant, or Architectural Control Committee, declaring the same to be extinguished. Thereafter, all set back lines shall refer to the exterior property lines. Portions of Lots may be combined with adjoining Lots for building purposes so long as all resulting Lots are larger than the original Lots. Combined Lots shall nevertheless be considered as separate Lots for assessment purposes, unless otherwise determined by Albert 303 Property Owners Association. Public utility and drainage easements are exempt from this provision and each Lot Owner is required to obtain any needed releases from the Public Utility companies.

**3.9 Repair of Improvements.** All Improvements upon any of the Subdivision shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

**3.10 Alteration or Removal of Improvements.** Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Control Committee.

**3.11 Temporary Structures.** No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. A motor home or camper may be used as a weekend getaway or for camping. Homebuilders may have the option of erecting a job-site trailer during construction of the dwelling on a Tract. The Committee may require that any structure or object placed on a Tract be screened from view, if, in the Committee's sole discretion, the same will be necessary to preserve the value or avoid a detriment to the appearance of the Property. Once the dwelling is complete, the job-site trailer must be removed.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within the Property while Developer is selling Tracts or building homes in the Property.

**3.12 Mining and Drilling.** Except for water wells used for domestic purposes, No portion of the Subdivision shall be used for mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth. Water wells to be used for domestic and irrigation purposes associated with the Lot may be drilled. This Section does not apply to minerals, or resources that are vested in third parties. Declarant makes no warranty or representations regarding the ownership of the minerals or resources or any portion thereof.

**3.13 Antennas, Towers and Satellite Dishes.** Antennas, towers or satellite dishes of any kind shall not exceed five feet above the roof of the dwelling or outbuilding, whichever is higher. Any antennae, tower or satellite dish must be located to the side or rear of the dwelling or outbuilding and not within one hundred feet of any property line. Ham radio operators and other antennae shall not exceed thirty-five feet in height, measured from the ground. The Committee must approve all antennae, towers or satellite dishes prior to installation. Nothing herein shall be construed to conflict with the rules and regulations set forth by the Federal Communications Commission's latest

rules and regulations. Specifically, there shall be no act or decisions that impairs installation, maintenance or use of an antenna that:

- (i) unreasonably delays or prevents installation, maintenance or use;
- (ii) Unreasonably increases the cost of installation, maintenance or use; or
- (iii) Precludes reception or transmission of an acceptable quality signal.

**3.14 Light Pollution.** Exterior lights such as those for security, safety, and decorative reasons are allowed with prior written approval of the Committee, provided all exterior lighting is hooded or the main beam of light is at no greater than a thirty degree angle from the ground.

**3.15 Signs.** Except as specifically set forth in this section, no signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee. Real estate signs shall be allowed in the Subdivision, including but not limited to for sale signs, sold signs, for lease signs or for rent signs provided there are no lots left for sale by the Declarant. This provision shall not apply to the Declarant so long as Declarant shall own a Lot in the Subdivision.

In accordance with the Texas Property Code, one or more signs advertising a political candidate or ballot item for an election may be displayed as follows:

- a. On or after the 90<sup>th</sup> day before the date of the election to which the sign relates or
- b. Before the 10<sup>th</sup> day after the election date

Such signs must comply with the following:

- a. The signs must be ground mounted;
- b. No more than one sign for each candidate or ballot item is allowed
- c. The sign shall not
  - (i) Contain roofing material, siding, paving materials, flora, one or more balloons or lights or any other similar building, landscaping or nonstandard decorative component;
  - (ii) Is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle or any other existing structure or object;
  - (iii) Includes the painting of architectural surfaces
  - (iv) Threatens the public health or safety;
  - (v) Is larger than four feet by six feet
  - (vi) Violates a law;
  - (vii) Contains language, graphics or any display that would be offensive to the ordinary person; or
  - (viii) Is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

**3.16 Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot and no odors shall be permitted to arise therefrom so as to render such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view except on pickup days. In the event the Owner shall fail or refuse to keep, or cause to be kept such Owner's property or any Improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then Albert 303 Property Owner's Association may enter upon such Lot and remove or correct the same at the expense of the property owner and any such entry shall not be deemed a trespass.

**3.17 Hazardous Activities.** No activities shall be conducted in the Subdivision and no Improvements constructed in the Subdivision which are or might be unsafe or hazardous to any person or property.

**3.18 Junk Motor Vehicles Prohibited.** No Tract shall be used as a depository for abandoned or junk motor vehicles. No junk of any kind or character shall be kept on any Tract.

3.19 Travel Trailers and Recreational Vehicles. All trailers, travel trailers, graders, recreational vehicles, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, ATV's and lawn and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view from public or private thoroughfares and adjacent properties. All such vehicles and equipment shall be stored no closer than one hundred feet from any property line.

3.20 Animals-Household Pets. It is intended that the Lots be permitted to be used in a way that allows them to qualify for agricultural use exemptions with regard to ad valorem property taxes, subject to the following restrictions: Domestic livestock and exotic animals shall be allowed on any Lot so long as such animals do not become a nuisance or threat to other Owners or animals. Owners may keep on the Tracts up to one horse and/or one cow per every two fenced acres without prior approval from the Board of Directors. Pigs are not allowed. Any fowl, such as chickens, turkey or exotic birds shall be allowed so long as such birds are kept in a coup and do not exceed sixteen birds per Tract. All animals being raised by individual Tract Owners must be contained in a fenced area. No overgrazing is permitted on any portion of the Tract. Dogs must be kept in a dog run or fenced area. Dogs will not be permitted to run loose in the Subdivision.

3.21 Hunting. Hunting with bows, crossbows, pistols and shotguns shall be allowed provide any feeders or hunting stands are located no closer than one hundred feet to any property line on any Lot and cannot be within sight of a neighboring dwelling. All other weapons and firearms are expressly prohibited from use within the Subdivision.

3.22 Drainage. No person or persons shall impair the natural established drainage patterns of streets, Tracts or roadway ditches. No creeks or natural drainage areas may be dammed or water impounded, diverted or used for any purpose without the prior written approval of the Architectural Control Committee. Driveway culverts must be installed and will be of sufficient size to afford proper drainage or ditches without backing water up or diverting flow. Drainage culvert installation must meet County requirements.

3.23 Compliance with Provisions of Restrictions Each Owner, tenant, guest, invitee and licensee, shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration and shall give rise to a cause of action to recover sums due for damages, injunctive relief, fines or other rights granted to the Board or an aggrieved Owner in these Declarations, at common law or in equity. All fines shall become part of the Lot Owner's Regular Assessment as defined herein and may be enforced as an Assessment in accordance with Article VII.

3.24 Rentals. Owners may lease their Tracts for any length of time, including terms as short as a day.

3.25 Model Homes. Notwithstanding anything herein contained, Builders shall be allowed to construct and staff model homes as long as such model homes conform to these restrictions.

3.26 Prohibition of Offensive Activity. No activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless the activity is otherwise allowed hereunder or said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, (c) no exterior signs or machinery is visible and (d) nothing dangerous is present that should not be there. Home offices are specifically allowed so long as they meet the requirements of (a), (b), (c) and (d) above. 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. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

The Association shall have the right to adopt rules regulating the

- (i) frequency of garage sales,
- (ii) the burning of brush or trash;
- (iii) blasting on tracts; and
- (iv) any other activities that the Association deems a nuisance, annoyance or hazard.

Notwithstanding, this restriction is waived in regard to the customary sales activities required to sell homes or Lots in the Subdivision. Further, during the Development Period, Declarant may construct and/or maintain upon portions of the Common Area, Lot or any part of the Property such signs or facilities and conduct such activities as may be reasonably required, convenient or incidental to the sale of Lots and uses incidental thereto.

3.27 Oak Wilt. If Oak Wilt is present on an Owner's Lot, the Owner shall remove all of the trees affected by the Oak Wilt and take immediate action to prevent the spread of the disease to surrounding Lots and trees.

3.28 Flags, Rainwater Harvesting Equipment and Solar Energy Devices. The Board of Directors may adopt rules to regulate the use and placement of flags, rainwater harvesting equipment and solar energy devices. Such rules shall be in compliance with all Texas statutes.

3.29 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Lots without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Control Committee. Anything herein to the contrary notwithstanding, in the case of single family residences constructed on any Lot, the Architectural Control Committee, in its sole discretion, may limit its review of specific floor plans, and elevations, and upon the Architectural Control Committee's approval of such specific floor plans and elevations, residences may be constructed with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Control Committee.

3.30 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

#### ARTICLE IV USE RESTRICTIONS

4.1 General. Except as provided below, the Subdivision shall be improved and used solely for single family residential use or for Common Areas. Common Areas may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific area, Declarant may, in its sole and absolute discretion, permit other improvements and uses.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Control Committee. Minimum yard and setback requirements may be established in excess of those shown on the plat by the Architectural Control Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Common Areas. No land with any Common Areas shall be improved, used, or occupied, except in such a manner as shall have been approved by the Board, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and improvement. Access to any Common Areas may be limited to persons currently paying Assessment fees and other charges, or otherwise

conditioned or restricted, or made available to non-Owners, all on such terms and conditions as the Board may determine, in its sole discretion.

4.4 Recreational Improvements. Any proposed construction of recreational improvements within a Greenbelt or any Amenity Areas shall be subject to approval by the Architectural Control Committee.

4.5 Utility Lots. Lots dedicated to public or private utilities shall be used solely for utility purposes.

#### ARTICLE V

#### Albert 303 PROPERTY OWNERS ASSOCIATION

5.1 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association as a nonprofit corporation under the laws of the State of Texas. The Association shall be created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by provision therefor in Supplement Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Sub-associations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to or excepted from, by covenants or record, Assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Development may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, at the option and election of Declarant, be incorporated within the scheme of the Declarant and become bound hereby and a part hereof, which incorporation shall be evidenced by the filing of the Supplemental Declaration or new Declarations.

5.3 Voting Rights. The Association shall have two classes of voting memberships. All Owners other than Declarant shall be Class A Members and shall be entitled to one vote per Tract owned. Where a Tract is owned by more than one Owner, the vote for such Tract shall be as all Owners jointly decide. If no decision is made by the Owners, no vote will be counted for that Tract. Declarant, its successors and assigns, shall be the Class B Members and shall be entitled to five votes for each Tract owned. Declarant's Class B membership shall apply to any lots or tracts annexed or added by the Declarant.

5.4 Powers and Authorities of the Association. The Association shall have the powers of the Texas Nonprofit Corporation, subject only to such limitations upon the exercise of such power(s) as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or of the two (2) preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all time as follows:

(A) Albert 303 Subdivision Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Albert 303 Subdivision Rules and Bylaws not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including but not limited to establishing fines for violations of these Restrictions.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion the Board are reasonably necessary or appropriate to carry out the Association functions.

(C) Records. To keep books and records of the Association's affairs.

(D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

(E) Right of entry and Enforcement. To enter at any time in an emergency (or in the case of non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon, excluding a completed dwelling used as a single family residence, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expenses incurred by the Association in connection with such entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take any action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

Each Owner shall release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(G) Collection for Sub-association. To collect on behalf of and for the accounting of any Sub-association (but not to levy) any assessment made by a Sub-association created pursuant to this Declaration.

(H) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Properties for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(5) Any similar public, quasi-public or private improvements or facilities; provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without the consent of at least sixty-seven (67%) of the Owners (excluding Declarant).

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(I) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(J) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utility services for all Common Areas and to maintain and repair easements, roads, parks, median strips, and other areas on the Property, as appropriate and the maintenance of which has not been accepted by the appropriate governmental entity.

(K) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Certificate of Formation or Bylaws of the Association.

(L) Construction on Association Property. To construct new Improvements or additions to Common Areas, subject to the approval of the Architectural Control Committee as provided in this Declaration.

(M) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or any Person.

(N) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise and to own and operate any and all types of facilities for both active and passive recreation.

5.5 Maintenance and Landscape Authority. The Association shall maintain and repair easements, entrances, gates, roads, roadways, rights-of-way, parks, parkways, swimming pools, landscaped median or median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate, and all streets and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape all easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. Prior to the termination of the Development Period, the Association, shall, upon first securing the consent of Declarant, maintain all Common Areas dedicated to the Association for maintenance. The Association shall also maintain any landscaped medians and boulevard areas, not fronting Lots, located in any public right-of-way.

5.6 Lighting. The Association shall pay for any electrical service and for all other costs and expenses necessary to operate and maintain the lighting whether within street right-of-ways, Greenbelt and Amenity Areas or on Common Areas

5.7 Common Properties. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(A) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Association by the Declarant and to maintain in good repair and condition

all lands improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.

(B) To construct, maintain, repair and replace landscape improvements and irrigation systems which lie within public rights-of-way, pursuant to any agreement with the Blanco County or other appropriate governmental authority.

(C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(D) Upon the approval of two-thirds (2/3rds) of the Owners, (excluding Declarant), to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Additionally, the Association may accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the members of the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas, as well as casualty coverage on all real and personal property owned by the Association, and in such amounts as determined by the Board, if the Board shall deem the same appropriate.

(F) To develop a wildlife management plan and implement the wildlife management activities on any Common Area that is under a wildlife management valuation.

5.8 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceedings by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

5.9 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant or which would be detrimental to the sale of Lots within the Property.

#### ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

6.1 Approval of Plans and Specifications. Except for Improvements erected by the Developer, no Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefor shall have been submitted to and approved by the Architectural Control Committee in accordance herewith.

6.2 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not less than three (3) nor more than five (5) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate.

6.3 Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Control Committee taken without a meeting, shall constitute an act of the Architectural Control Committee.

6.4 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.5 Term. The Declarant shall appoint the initial members of the Architectural Control Committee. Such members shall serve until the termination of the Development Period. If any member resigns during the Development Period, the Declarant shall appoint its replacement. Such members are not required to be a Lot Owner. The Architectural Control Committee will act solely in the Declarant's interest and will owe no duty to any other Owner or the Association until the earlier of the termination of the Development Period or the Declarant delegates its rights, in writing, to the Members.

6.6 Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

6.7 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Control Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in questions and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Lot or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. The Architectural Control Committee may postpone review of the Plans and Specifications until such time as the Architectural Control Committee has received all information reasonably requested. If the Architectural Control Committee fails to approve or disapprove in writing any plans and specifications within thirty days following the submission of plans, or the receipt of any requested additional information, such plans and specifications shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance of such plans and specifications. The Architectural Control Committee shall

perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee's approval of any Plans and Specifications shall not be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

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

6.9 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work in Progress. The Architectural Control Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.11 Non-Liability of Committee Members. NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

## ARTICLE VII FUNDS AND ASSESSMENTS

### 7.1 Assessments.

(A) Assessments established hereunder or by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot, but not Common Area or areas dedicated or conveyed to a public authority or utility, within the Subdivision. Lots which have been re-platted to create a larger lot shall continue to pay assessments as if such lots were individual lots. Notwithstanding, if any Owner owns more than one (1) Lot in the subdivision, such Owner shall pay only twice the Assessment of one (1) Lot no matter how many lots are owned. The Developer shall determine the assessments against each lot until the termination of the Development Period.

(B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Developer, or the Association thereafter, may enforce payment of such assessments in accordance with the provisions of this Article.

(C) Where the obligation to pay an Assessment first arises after either the commencement of the year or other period for which the Assessment was levied, the

Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

**7.2 Maintenance Fund.** The Developer shall initially establish, and the Board shall continue, a maintenance fund into which shall be deposited all monies paid the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment or other maintenance funds by a Sub-association pursuant to any Supplement Declaration.

**7.3 Regular Annual Assessments.** Prior to the beginning of each fiscal year after the Development Period, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to, the cost of all maintenance, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessment set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular Assessment per Lot for the year 2018 exceed the sum of \$600.00. Thereafter, the regular Assessment permitted hereunder shall not be increased by more than ten percent (10%) per year. However, if any Owner owns more than one Tract in the Subdivision, such Owner shall pay only twice the Assessment of one Tract no matter how many Tracts are owned.

**7.4 Special Assessments.** In addition to the Regular Annual Assessment, the Association may levy Special Assessments against only Class A Members, to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots benefiting from such special assessment and may be enforced in the same manner as the Regular Annual Assessment.

**7.5 Owner's Personal Obligation for Payment of Assessments.** The Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of six percent (6.0%) per annum, or the highest amount allowed by law, whichever is lower, together with all costs, and expenses of collection, including reasonable attorney's fees.

**7.6 Creation of Lien and Personal Obligation.** In order to secure the payment of the assessments, fees and other charges hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure, pursuant to the provisions of Section 51 of the Texas Property Code (and any successor statute) and Section 209 of the Texas Property Code and each such owner hereby expressly grants the Association a power of sale in connection with such statute. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of Sections 51 and 209 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Blanco County, Texas. In the event that the Association has determined to non-judicially foreclose the lien pursuant to the provisions of said Section 51 and 209 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon

request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Lot to the highest bidder for cash by Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Subject to Section 209 of the Texas Property Code, following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder. In the event of non-payment by any Owner of any assessment, fee or other charge levied hereunder, the Association may, in addition to foreclosing the lien and exercising the remedies provided, upon ten (10) days prior written notice to such non-paying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 7.5 to comply with the provisions of Section 51 and 209 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of Section 51 or 209 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration file in the Real Property Records of Blanco County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51 or 209 of the Texas Property Code.

**7.7 Notice of Lien.** In addition to the right of the Association to enforce the assessments, fees or other charge levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Lot against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured hereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

**7.8 Liens Subordinate to Mortgages.** The lien described in this Article VII shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof, including home equity loans. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid assessments, fees or other charges against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder from liability for any assessments, fees or other charges thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for assessments, fees or other charges. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of lien described in Section 7.5 hereof, which notice shall be sent the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent assessments, fees or other charges upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VII.

ARTICLE VIII  
EASEMENTS/DISCLOSURES

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 10.0 feet on each side of such Lot line.

8.2 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement area affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Control Committee. Additionally, it shall be expressly permissible for the utility companies and other entities supplying service to trim overhanging trees and shrubs which are located on portions of the Property abutting such easements in the event it shall be determined that such overhanging limbs and shrubs shall interfere with the maintenance of the utilities.

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

8.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement are shall be liable to any owner or to the Association for any damage done by them or either of them or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.5 Title to Easement and Appurtenances Not Covered. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Common Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any

part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant.

**8.6 Common Areas.** Each Owner shall have any easement of use and enjoyment in and to all Common Areas, including but not limited to the right to ride horses within the road right-of-way but not within the paved area of such right-of-way, which shall be appurtenant to and shall run with title to such Owner's Lot, subject to the following restrictions:

(A) The right of the Association to suspend the Owner's voting rights and right to use the Common Areas for any period, during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;

(B) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

(C) The right of the Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to mortgage the Common Areas, all in accordance with the Certificate of Formation and Bylaws;

(D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon, including but not limited to the number guests allowed and areas where horses may be ridden

(E) The right of the Association to charge reasonable fees for use of the Common Area and/or to set aside use of the Common Area (other than the private road) for the exclusive use of specific individuals and/or groups of individuals; and

(F) The right of the Association to contract for services with third parties on such terms and the Association may determine.

Notwithstanding anything herein, no Lot Owner shall be denied access for ingress and egress to their Lot on any Association owned road because of the nonpayment of dues, violation of restrictions or for any other reason, except for unavoidable closures due to temporary construction, repair and/or maintenance of such roads.

**8.7 Easement to Serve Additional Property.** The Declarant hereby reserves for itself and its duly authorized agents, representatives and employees, successors, assigns, licensees and mortgagees, an easement over the roadways within the Subdivision, and any other roadways or access easements and Common Areas for the purposes of enjoyment, use, access, and development of Additional Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of the roads, for the posting of signs and for connecting and installing utilities serving the Additional Property. Declarant reserves the right to convey this non-exclusive easement to any current or successive owner or owners of any part of the Additional Lands.

**8.8 Oak Wilt.** All Owners are advised to secure from the Texas Forest Service, the Texas Extension Forester at Texas A & M University or its local county agent information on oak wilt and other diseases which may infect their trees and possibly spread to trees on other Lots. Each Owner is responsible for taking such actions as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always spreads from a diseased tree to its neighboring oak trees, each Owner shall properly destroy all infected oak trees, avoid unnecessary pruning, and shall immediately apply dressing to all wounds on all oak trees. If oak wilt is detected, a minimum of 100 feet of the area surrounding the infected oak tree shall be trenched at least three feet (3') deep so as to prevent the oak wilt from spreading through connecting roots. Oak trees are most susceptible to oak wilt from February 1 to June 1.

As a precaution, Owners should (i) avoid using firewood from infected oak trees, (ii) dispose of unused oak firewood after one heating season, and (iii) cut firewood only in the summer. Owners should use fungicide propiconazole to treat uninfected oaks when first informed of oak wilt being present on nearby trees. The foregoing information regarding oak wilt is provided to alert Owners and neither Declarant nor the Association shall be liable to any Owner in connection with the existence of spread of oak wilt on any Lot.

8.9 Notice of Water Level Fluctuations: The water level of the creeks within or adjoining the Albert 303 Subdivision fluctuates for various reasons, including as a result of:

- (a) An entity lawfully exercising its right to use the water stored in the impoundment; or
- (b) drought or flood conditions.

#### ARTICLE IX MISCELLANEOUS

9.1 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until June 1, 2037, unless amended as herein provided. After June 1, 2037, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least two-thirds (2/3rds) of the Lots within the Property then subject to this Declaration.

9.2 Non-liability of Board and Architectural Control Committee Members. Neither the Architectural Control Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Control Committee or its members or the Board or its members, as the case may be. Neither the Architectural Control Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

(A) By Declarant. This Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until June 1, 2037, or until termination of the Development Period, whichever is later.

(B) By Owners. In addition to the method in Section 9.3(A), after June 1, 2037 or after the termination of the Development Period, whichever is earlier, this Declaration may be amended by the recording in the Official Public Records of Blanco County, Texas, an instrument approved, executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by at least sixty-six and two thirds percent (66 2/3%) of Lots in all Phases of the Property. There shall be one vote per Lot, regardless of the number of Owners of such Lot.

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

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

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of the Association.

9.7 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities to construct any and all other types of improvements anywhere within the Property, however, the construction of sales and leasing offices and the posting of sign advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

9.8 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.9 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against the breach of any such provision.

(B) Non-waiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.10 Construction.

(A) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

9.11 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property and/or Common Area ("Conceptual Plans") are conceptual in nature and are intended to be used for illustrative

purposes only. These items and the uses listed thereon are subject to change from time to time. Developer makes no representations or warranty concerning such land uses and improvements shown on the Conceptual Plans and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans.

9.12 Development by Declarant. It is contemplated that the Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to pursue the development, construction and marketing of the Property, the right to direct the size, shape and composition of the Property, the right to create and/or designate Lots, utility areas and Common Areas and to subdivide all or any portion of the Property. Collectively these rights shall be known as the "Development Rights" and Declarant hereby reserves the right and privilege for itself and or its assigns to exercise the Development Rights until twenty-four (24) months after the expiration or termination of the Development Period, except the right to appoint and remove Board members and officers, as more fully set forth herein and in the Bylaws. Declarant may assign the Development Rights by written assignment recorded in the Official Public Records of Blanco County, Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 10<sup>th</sup> day of June, 2019.

BRICKSTONE DEVELOPMENT, LP  
a Texas limited partnership

By:

Printed Name:

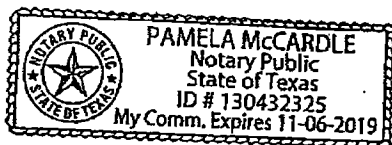
Title:

Thomas H. Beauchamp  
Manager

THE STATE OF TEXAS

COUNTY OF Comal

This instrument was acknowledged before me on this the 10<sup>th</sup> day of June, 2019, by Thomas H. Beauchamp, Manager of BRICKSTONE DEVELOPMENT, LP, a Texas limited partnership, in the capacity therein stated, on behalf of said Company.



Pam McCordle  
NOTARY PUBLIC, STATE OF TEXAS

Filed this

11 day of June, 2019  
11:26 AM

Laura Walla  
County Clerk, Blanco County, Texas

By Shelli K. Malix Deputy

STATE OF TEXAS  
COUNTY OF BLANCO

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

JUN 11 2019



Laura Walla  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

**191956**

**BYLAWS OF  
ALBERT 303 PROPERTY OWNERS ASSOCIATION**

**ARTICLE I – DEFINITIONS**

1. Association. "Association" shall mean and refer to ALBERT 303 PROPERTY OWNERS ASSOCIATION, a non-profit corporation organized under the laws of Texas, its successors and assigns.
2. Board of Directors. "Board of Directors" shall refer to the board of directors elected by the members of the Association.
3. Common Facilities. "Common Facilities" shall mean the parks, and entrance features of the Subdivision, landscaped areas established by the Developer for use as Common Facilities, and other areas owned by the Association.
4. County Clerk. "County Clerk" shall mean the County Clerk of Blanco County, Texas.
5. Declarations and/or Restrictions. "Declaration" and/or "Restrictions" shall mean the Declarations and restrictions filed of record with the County Clerk for the Subdivision.
6. Dedicatory Instrument. "Dedicatory Instrument" shall mean each instrument governing the establishment, maintenance, and operation of the ALBERT 303 PROPERTY OWNERS ASSOCIATION, and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under "Declaration". Dedicatory Instrument further shall mean the Certificate of Formation, Bylaws, and other rules, regulations, and resolutions filed of record with the County Clerk.
7. Directors. "Directors" shall mean and refer to any duly elected or appointed member of the Board of Directors.
8. Electronic ballot. "Electronic ballot" means a ballot: (a) given by: (1) e-mail; (2) facsimile; or (3) posting on an Internet website; (b) for which the identity of the property owner submitting the ballot can be confirmed; and (c) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot.

9. Lot. "Lot" shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk.
10. Maintenance Charge. "Maintenance Charge" shall mean the periodic charge collected by the Association, (also known as maintenance fee or assessment) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision.
11. Maintenance Fund. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
12. Member. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.
13. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
14. Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office.
15. Record Date. "Record Date" shall mean the date that the notice of any annual or special meeting is mailed.
16. Regular Assessment. "Regular Assessment" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions, and include maintenance charges and maintenance fees.
17. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which notice is given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:
  - (a) Defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;

(b) Maintenance and improvement of Common Areas owned by the Association; and/or

(c) Such other purposes of the property owners association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.

18. Subdivision. "Subdivision" shall mean the Albert 303 Subdivision, Blanco County, Texas, as shown on the Plat filed under Clerk's Document No. - \_\_\_\_\_ in the Official Public Records of Blanco County, Texas

#### ARTICLE II - Location

1. Principal Office Location. The principal office of the Association shall be located at 1311 Golf Canyon, San Antonio, Texas 78258, or at such other address the Board of Directors shall determine.
2. Mailing Address. The mailing address of the Association is 25 Auburn Ridge, Spring Branch, Texas 78070, or at such other address the Board of Directors shall determine.

#### ARTICLE III - Membership

1. Membership Qualification. Every person or entity who is an Owner of a Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of obligation shall not be a Member.
2. Membership Rights Dependent on being in Good Standing. Subject to any Texas law to the contrary, the rights of membership are subject to the payment of assessments and special assessments required by the Restrictions and/or as may be levied by the Association. The obligation of payments thereof is imposed against each Owner and becomes a lien upon the property against which such assessments are made as provided in the Restrictions.
3. Suspension of Membership Rights. Except as otherwise provided by Texas law, the membership rights of any person whose interest in the Subdivision is subject to assessments under the Restrictions may be suspended by action of the Board of Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, such member's rights and privileges shall be automatically restored.

4. Voting Rights of Members. Subject to the provisions of Section 209.0059, Texas Property Code, if such Member is not current by the Record Date of any year, then that Member shall not be entitled to vote at the annual meeting of the members and shall be deemed to have his/her rights and privileges automatically suspended until such member has paid all assessments current.

#### ARTICLE IV - Membership and Voting Rights

1. Two Classes of Members. The Association shall have two classes of voting members as set forth in the Restrictions.
2. Ballots.
  - (a) Any vote cast in an election or vote by a member of the association must be in writing and signed by the member or by the member's proxy.
  - (b) Electronic votes cast as provided by these Bylaws, constitute written and signed ballots.
  - (c) In an association-wide election, written and signed ballots are not required for uncontested races.
3. Number of Votes. All class A members, shall have the right to cast one (1) vote per Lot owned. Either the husband, wife, or bona fide head of the household may cast the vote(s) to which the Member is entitled to vote. Proxy votes may be cast pursuant to the provisions concerning same delineated in these Bylaws.
4. Eligibility to Vote. Subject to the provisions of Section 209.0059, Texas Property Code, to be entitled to vote, a member must be current in payment of all maintenance fees due by the Record Date.
5. Record Date. For the purpose of determining members entitled to notice or to vote at any meeting of the members or any adjournment thereof, the Record Date shall be the business date preceding the date on which notice of the meeting is mailed. The Record Date shall not be a date before August 15 of each year.
6. Voting Members' List for Meeting. (a) After fixing a record date for the notice of a meeting, the Board shall prepare an alphabetical list of the names of all of the Association's voting members who are entitled to notice of the meeting. The list must show the address and number of votes each voting member is entitled to cast at the meeting. The Association shall maintain, through the time of the members' meeting, a list of members who are entitled to vote at the meeting but are not entitled to notice of

the meeting. This list shall be prepared on the same basis and be part of the list of voting members.

(b) Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared, as provided by (a) of this Section, and continuing through the meeting, the list of voting members must be available for inspection by any member entitled to vote at the meeting for the purpose of communication with other members concerning the meeting at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A voting member or voting member's agent or attorney is entitled on written demand to inspect and, subject to the limitations of Article VII of these Bylaws, to copy the list at a reasonable time and at the member's expense during the period it is available for inspection.

(c) The Association shall make the list of voting members available at the meeting, and any voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

7. Voting by in Person or by Proxy. Subject to the provisions of Section 209.00592, Texas Property Code, the voting rights of a member may be cast or given:

- (a) in person or by proxy at a meeting of the property owners association;
- (b) by absentee ballot in accordance with these Bylaws;
- (c) by electronic ballot in accordance with these By laws; or
- (d) by any method of representative or delegated voting provided by a dedicatory instrument.

8. Absentee or electronic ballot. An absentee or electronic ballot:

- (a) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
- (b) may be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and

- (c) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.
9. Solicitation for votes by absentee ballot. A solicitation for votes by absentee ballot must include:
- (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
  - (b) instructions for delivery of the completed absentee ballot, including the delivery location; and
  - (c) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."
10. If an electronic ballot is posted on an official Internet website of the Association, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.
11. Proxies. If a member elects to vote by proxy, the proxy must be executed in writing by the member or the member's attorney-in-fact, setting forth such member's designation of his attorney and proxy to act in his behalf at any meeting designated therein. Each such proxy shall be filed with the Secretary prior to or at the commencement of the meeting at which said proxy is to be used. Unless otherwise provided by the proxy, a proxy is revocable and expires 11 months after the date of its execution. A proxy may not be irrevocable for longer than 11 months.
12. Voting by Facsimile Transmission. If authorized by resolution of the Board of Directors for any specific matter that can be voted on, a member vote on any matter may be conducted by facsimile transmission.
13. Tabulation of and Access to Ballots.
- (a) A person who is a candidate in a property owners association election or who is otherwise the subject of an association vote, or a person related to that person

within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section;

(b) A person other than a person described by Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.

(c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the ballots case in the election or vote only as part of a recount process authorized by law.

14. Notice of Election of Association Vote.

(a) Not later than the 10th day or earlier than the 60th day before the date of an election or vote, a property owners association shall give written notice of the election or vote to:

(1) each owner of property in the property owners association, for purposes of an association-wide election or vote; or

(2) each owner of property in the property owners association entitled under the dedicatory instruments to vote in a particular representative election, for purposes of a vote in a particular representative election, for purposes of a vote that involves election of representatives of the association who are vested under the dedicatory instruments of the property owners association with the authority to elect or appoint board members of the property owners association.

15. Recount of Votes.

(a) Any owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either:

(1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation to the property owners association's mailing address as reflected on the latest management certificate filed under Section 209.004, Texas Property Code; or

(2) in person to the property owners association's managing agent as reflected on the latest management certificate filed under Section 209.0041, Texas Property Code, or to the address to which absentee and proxy ballots are mailed.

(b) The property owners association shall, at the expense of the owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this Subsection. The association shall enter into a contract for the services of a person who:

(1) is not a member of the association or related to a member of the association board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and

(2) is:

(A) a current or former:

- (I) county judge;
- (II) county elections administrator;
- (III) justice of the peace; or
- (IV) county voter registrar; or

(B) a person agreed on by the association and the persons requesting the recount.

(c) Any recount under this Bylaw must be performed on or before the 30th day after the date of receipt of a request and payment for a recount in accordance with this Bylaw. If the recount changes the results of the election, the property owners association shall reimburse the requesting owner for the cost of the recount. The property owners association shall provide the results of the recount to each owner who requested the recount. Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

#### ARTICLE V - Property Rights and Rights of Enjoyment of Common Property

1. Right to use Common Facilities. Each Member shall be entitled to the use and enjoyment of the Common Facilities, subject to the Restrictions and any rules and regulations governing the use of the Common Facilities.

2. Delegation of Rights of Enjoyment. Any member's right of enjoyment in the Common Facilities may be delegated to the members of his or her family who reside in the Subdivision and such guests as are allowed by any rules and regulations of the Association concerning such rights of enjoyment. Such Member shall notify the Secretary 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, Paragraph 3 hereof, to the same extent as those of the Member.

#### ARTICLE VI - Association Purposes and Powers

1. Purpose of Association. In addition to the purposes set forth in the Certificate of Formation for the Association, the purposes for which the Association is organized are:
  - (b) To be a property owners association as defined by the Texas Property Code, and shall discharge the duties and obligations of a property owners association in interpreting and enforcing the Restrictions applicable to the Subdivision, according to the plats of said subdivision recorded in the Map Records of the County Clerk; and the entire income and principal of the endowment and assets of this corporation shall be held and distributed solely for such purposes, except for the modest amount needed for the expenses of administration of this corporation in order to effectuate the said purposes; and the making of distributions to organizations having the same purpose qualifying as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law);
  - (c) To promote the safety, welfare and enjoyment of the residents of and owners of property within the Subdivision;
  - (d) To promote the safety, welfare and enjoyment of the residents of and owners of property within the Subdivision;
  - (e) To the extent authorized by the Restrictions, to compute, assess, collect and enforce the payment of all charges to which the property within the Subdivision is subjected or may be subjected hereby and/or under or by virtue of any reservations, restrictions and covenants applicable to the Subdivision on file in the Official Records of the County Clerk;

(f) To operate, maintain, supervise and protect all areas and facilities owned by or conveyed to the corporation from time to time for the common use of its members, and to install or construct improvements upon such areas and facilities;

(g) To the extent authorized by the Restrictions, to approve or disapprove plans, specifications and elevations for any building, structure or improvement and for any structural alterations or additions, or other alterations or additions affecting exterior appearance, in or to any building, fence, structure or other improvement within the Subdivision, and to establish design and construction criteria and requirements in connection therewith;

(f) To exercise and perform any and all other rights, powers, duties and remedies granted to or imposed upon the corporation by the Restrictions, by any easement granted to the corporation, or by any other instrument granted to or for the benefit of the corporation; and

(g) To do or cause to be done all things and acts permitted by the laws of the State of Texas incident to, necessary, or proper to carry out the purposes for which non-profit corporations may be formed and to have all the powers enumerated in the Texas Property Code for property owners associations and in the Texas Business Organizations Code for non-profit corporations, including but not limited to for any lawful purpose or purposes not expressly prohibited under chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

2. Texas Tax Code Statement. Pursuant to Texas Tax Code Section 171.082, and in extension of and not limitation of the purposes set forth in the Certificate of Formation for the Corporation, (1) the corporation is organized and operated primarily to obtain, manage, construct, and maintain the property in or of a residential condominium or residential real estate development; and (2) the owners of individual lots, residences, or residential units control at least 51 percent of the votes of the corporation and that voting control, however acquired, is not held by: (A) a single individual or family; or (B) one or more developers, declarants, banks, investors, or other similar parties;

3. Limitations on Distributions and Activities. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, Directors, Officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article Four

hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence Legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the corporation shall not carry any other activities not permitted to be carried on (a) by an organization exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law) or (b) by an organization, contributions to which are deductible under Section 170 of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law).

4. Mortgage of Association Properties. The Association shall have power to mortgage its properties with the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting called for such purpose, written notice of which shall be mailed to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

#### ARTICLE VII - Board of Directors

1. Management of Association. The business and affairs of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are allowed by statute, the Certificate of Formation, these Bylaws or the Restrictions directed or required to be exercised or done by the Members.
2. Powers of the Board of Directors. Notwithstanding anything to the contrary contained in any provision of these Bylaws, the Association shall act through its Board of Directors, which shall manage the affairs of the Association. By way of illustration, but not in limitation, the Board of Directors shall have the power to:
  - a. Adopt and publish rules and regulations governing use of the common area and facilities, including but not limited to solar panels, roofing, architectural control matters, and the personal conduct of the members and their guests thereon, and to establish penalties for infraction thereof;
  - b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association, as hereinbefore stated. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

- c. Charge fines for violations of the Declarations;
  - d. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Certificate of Formation, or the Restrictions;
  - e. Declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
  - f. Employ a manager, secretary, attorneys, independent contractors, and/or such other employees as they deem necessary, and to prescribe and oversee their duties.
3. Number of Directors. The number of directors shall be three (3), and may be enlarged or decreased by the members of the Association by amendment to this Bylaw, provided that, in no event, shall the number of directors be reduced to be less than three (3).
  4. Terms of Directors. Directors shall be elected for terms of three (3) years.
  5. Election of Board Members. Any board member whose term has expired must be elected by owners who are members of the property owners association. A board member may be appointed by the board only to fill a vacancy caused by a resignation, death, or disability. A board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.
  6. Current Directors and Length of Terms. The current Directors are as follows:
 

|              |                  |                          |
|--------------|------------------|--------------------------|
| Place One:   | Tom Beauchamp    | (current term ends 2023) |
| Place Two:   | Senisa Beauchamp | (current term ends 2022) |
| Place Three: | Rusty Rogers     | (current term ends 2021) |
  7. Schedule for Election of Directors. The following Schedule is established for the annual election of directors, starting with the annual meeting of the members in 2021:
    - (a) At the 2021 annual meeting of the members of the Association, the members shall elect a director for Place Three, who shall serve for three (3) years until his successor is elected at the annual meeting in 2024.
    - (b) At the 2022 annual meeting of the members of the Association, the members shall elect a director for Place Two, who shall serve for three (3) years until his successor is elected at the annual meeting in 2025.

(c) At the 2022 annual meeting of the members of the Association, the members shall elect a director for Place One, who shall serve for three (3) years until his successor is elected at the annual meeting in 2026.

8. **Nominating Committee:** On or before June 1 of each year, the Board of Directors shall appoint a Nominating Committee of three (3) members of the Association, one of which can be a Director provided that such Director is not up for re-election. A person appointed to the committee cannot become a candidate for the Board of Directors. Said Committee shall have the responsibility of soliciting at least two (2) persons to become candidates for each of the vacancies on the Board of Directors of the Association, of preparing and mailing ballots and voting instructions to each member entitled to vote, notifying each elected director of his election, and such other related duties as the Board of Directors may direct. The Nominating Committee shall present the list of candidates to the Secretary on or before the first day of July in each such year an election is to take place.
9. **Call for Election:** On or before the first day of August of each year, the Secretary shall examine the list of candidates, certifying them as eligible to vote and to hold office, and shall issue the call for the election to be held as designated by the Board. The Board may have ballots prepared and mailed to each qualified voter, according to the then records of the Association, in which event said ballot will be so mailed no later than ten (10) days or earlier than sixty (60) days next preceding the election. The Board shall prescribe and organize the mechanics of the actual balloting giving particular consideration to the qualifications and/or eligibility of those voting. None of the foregoing shall operate to deprive qualified voters to write in the candidate of their choice, subject to certification by the Secretary of such write-in candidate's eligibility and willingness to serve, or to vote by proxy.
10. **The Ballot.** When ballots are used, the ballot shall be printed, and shall clearly describe the office, position, or vacancies for which the candidates are running, and the names of the candidates to be voted upon. No ballot will be considered which is not received at the office of the Association prior to seven o'clock p.m. of the election day in November. Ballots received by said time, either by mail or in person, shall be counted, subject to voter and candidate eligibility; all other ballots shall be declared void. Election to the Board of Directors shall be written ballot; the ballots shall show the name of the member voting and the number of lots owned. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of these Bylaws. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

11. Removal of Director.

(a) Except as hereinafter provided in Section 4, any Directors may be removed either for or without cause, at any special meeting of the Members of the Association by the affirmative vote of a majority in number of votes present in person or by proxy at such meeting and entitled to vote for the election of Directors, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting.

(b) If the Board of Directors is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude, the board member is immediately ineligible to serve on the board of the Association, automatically considered removed from the board, and prohibited from future service on the board.

12. Vacancies on Board of Directors.

(a) Any board member whose term has expired must be elected by owners who are members of the property owners association.

(b) A board member may be appointed by the board only to fill a vacancy caused by a resignation, death, or disability.

(c) A board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

(d) If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Directors or otherwise, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors, or a successor or successors may be chosen at a special meeting called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his or her predecessor in office.

(e) Any Directorship to be filled by reason of the retirement, disqualification or removal shall be filled by election at an annual meeting of Members or at a special meeting called for that purpose.

(f) Any Directorship to be filled by reason of any increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting called for that purpose.

13. No Compensation for Directors. The Directors shall serve without compensation. Upon resolution by the Board of Directors, any Director may be reimbursed for any out of pocket expenses approved by the Board of Directors, with the Director to whom such reimbursement is to be made shall excuse himself or herself and abstaining from any vote on such reimbursement of out of pocket expenses.
14. Services. No Director of the Association shall be required to devote his/her time or render services exclusively to the Association. Each Director shall be free to engage in any and all other business and activities either similar or dissimilar to the business of this Association. Likewise, each and every Officer shall be free to act for and service any other Association or Associations, entity or entities, in any capacity, whether or not the purposes, business and activities thereof are similar or dissimilar to those of this Association, without breach of any duty to this Association or its Members. No contract or other transaction of this Association shall ever be affected by the fact that any Director of this Association is interested in, or connected with any party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the Officers not so interested or connected.

#### ARTICLE VIII - Meetings of the Board of Directors

1. Place of Meeting. The Directors of the Association shall hold their meetings, both regular and special, within or without the State of Texas.
2. Annual Meeting of Directors. The first meeting of each newly constituted Board of Directors shall be held without further notice immediately following the annual meeting of Members of the Association, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.
3. Regular Meetings of Directors. Except as otherwise provided by these Bylaws, regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors.
4. Special Meetings of Directors. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, either personally or by mail, electronic message (i.e. e-mail), or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notices on the written request of two (2) Directors. Except as may be otherwise expressly provided by Texas law, the Certificate of Formation, these Bylaws or the Restrictions, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5. **Quorum.** At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Restrictions, Certificate of Formation, or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.
6. **Manner of Acting.** The act of a majority of directors present at a 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 Bylaws.
7. **Action Without Meeting.** Any action required by law to be taken at a meeting of the directors, or any action which may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing setting forth the action to be taken, shall be signed by all the directors.
8. **Open Board Meetings.**
  - (a) "Board Meeting" (1) means a deliberation between a quorum of the voting board of the Association, or between a quorum of the voting Board of Directors and another person, during which the Association's business is considered and the Board of Directors takes formal action; and (2) does not include the gathering of a quorum of the Board of Directors at a social function unrelated to the business of the Association or attendance by a quorum of the Board of Directors at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of association business is incidental to the social function, convention, ceremonial event, or press conference.
  - (b) Regular and special meetings of the Board of Directors must be open to owners, subject to the right of the Board of Directors to adjourn a Board of Directors meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners association's attorney, matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any

privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

(c) Except for a meeting held by electronic or telephonic means a Board of Directors meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.

The Board of Directors shall keep a record of each regular or special Board of Directors meeting in the form of written minutes of the meeting. The Board of Directors shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the property owners association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board of Directors.

Members shall be given notice of the date, hour, place, and general subject of a regular or special Board of Directors meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or provided at least 72 hours before the start of the meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to property owners association members:

(i) in a place located on the association's common property or,

(ii) with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or on any Internet website maintained by the association or other Internet media; and sending the notice by email to each owner who has registered an e-mail address with the association.

It is an owner's duty to keep an updated e-mail address registered with the property owners association.

If the Board of Directors recesses a regular or special Board of Directors meeting to continue the following regular business day, the Board of Directors is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board of Directors meeting is continued to the following regular business day, and on that following day the Board of Directors continues the meeting to another day, the Board of Directors shall give notice of the continuation in at least one manner prescribed by Subsection 2(A) within two hours after adjourning the meeting being continued.

A Board of Directors may meet by any method of communication, including electronic and telephonic, without prior notice to owners under, if each director may hear and be heard by every other director, or the Board of Directors may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board of Directors action. Any action taken without notice to owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board of Directors meeting. The Board of Directors may not, without prior notice to owners, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval; or
- (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board of Directors meeting to present the owner's position, including any defense, on the issue.

#### ARTICLE IX - Committees and Managing Agents

1. Appointment of Committees Consisting of Directors. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, to consist of two or more of the Directors of the Association. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Association, except where action of the full Board of Directors is required by structure, the Restrictions or by the Certificate of Formation
2. Appointment of Committees Not Limited to Directors or Members. Other committees not having and exercising the authority of the Board of Directors in the management

of the affairs of the Association may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by like resolution of the Board of Directors. Membership on such committee, may, but need not be, limited to Directors or members of the Association.

3. The "Architectural Committee" shall exercise the functions required of such a committee under the recorded Restrictive covenants applicable to the Subdivision. The Architectural Committee is not limited to, but shall have at least three (3) Members from the Association and or employees of the Developer of the Subdivision. Any member of such committee may be removed by a majority vote of the Board of Directors when in the Board of Directors' judgment the best interest of the Association and the Lot Owners in the Subdivision shall be served by each removal. The Board of Directors shall appoint one of the members of the Architectural Committee as the chairperson of this committee unless deemed otherwise by the Board.
4. Other committees. Other committees may be formed or disbanded as desired by the Association Board of Directors. The Membership of other committees is at the discretion of the Association Board of Directors.
5. Minutes of Committee Proceeding All committees shall keep regular minutes of their proceedings and shall report the same to the Board of Directors when required.
6. Employment of Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors and such management agents shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may employ as management agent the Developer, its subsidiaries or affiliates, provided that the compensation to the Developer, its subsidiaries or affiliates shall not exceed the fair market rate for such services.

#### ARTICLE X - Officers

1. Officers Elected by Board. The officers of the Association shall be elected by the Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Vice Presidents. Any two or more offices may be held by the same person except that the offices of President and Secretary shall not be held by the same person.

2. Election at Annual Meeting of Board. The Board of Directors, at its first meeting after each annual meeting of Members, shall choose a President, a Secretary, and a Treasurer, anyone or all of whom may be members of the Board. The Board of Directors may also elect such Vice Presidents, Assistant Secretaries and Assistant Treasurer as it may determine.
3. Additional Officers and Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise powers and perform such duties as shall be determined from time to time by the Board of Directors.
4. Compensation of Officers and Agents. The salaries (if any) of all officers and agents of the Association shall be fixed by the Board of Directors.
5. Term of Office. Each officer of the Association shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office.
6. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed from office at any time by the affirmative vote of a majority of the entire Board of Directors whenever in their judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
7. Vacancies. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors for the unexpired portion of the term.
8. President. The President shall be the Chief Executive Officer of the Association, and shall in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business and affairs of the Association, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall perform such other duties as the Board of Directors shall from time to time prescribe. He may sign, with the Secretary, or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, checks drawn against the Association, or other instruments which the Board of Directors has 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 Bylaws, or by statute to some other officer or agent of the Association.

9. Vice-President. Each Vice President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to him. In the absence of the President or in the event of his inability or refusal to act, the Vice- President shall perform the duties of the President, and when so acting, shall have all of the power of, and be subject to all the restrictions upon the President.
10. Secretary. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. Each Assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to him.
11. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accounts of receipts and disbursements and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the Association a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, paper, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. Each Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time prescribe.

#### ARTICLE XI - Meetings of the Members

1. Annual Meetings. The annual meeting of the Members shall be held on the first Tuesday of the month of November in each year commencing in 2021, at 6:30 P.M. If

the day for the annual meeting of the Members shall fall upon a holiday, the meeting may be held at the same hour on the first Saturday following which is not a holiday, at the designation of the Board of Directors. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association.

2 Failure to Hold Annual Meeting.

(a) In the event the Board of Directors does not call an annual meeting of the association members, an owner may demand that a meeting of the association members be called not later than the 30th day after the date of the owner's demand.

(b) The owner's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the property owners association and to the association at the address for the association according to the most recently filed management certificate. A copy of the notice must be sent to each property owner who is a member of the association.

(c) If the board does not call a meeting of the members of the property owners association on or before the 30th day after the date of a demand under Subsection (b), three or more owners may form an election committee. The election committee shall file written notice of the committee's formation with the county clerk of each county in which the subdivision is located.

(d) A notice filed by an election committee must contain:

- (1) A statement that an election committee has been formed to call a meeting of owners who are members of the property owners association for the sole purpose of electing board members;
- (2) the name and residential address of each committee member; and
- (3) the name of the subdivision over which the property owners association has jurisdiction under a dedicatory instrument.

(e) Each committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments.

(f) The county clerk shall enter on the notice the date the notice is filed and record the notice in the county's real property records.

(g) Only one committee in a subdivision may operate under this section at one time. If more than one committee in a subdivision files a notice, the first committee that files a notice, after having complied with all other

requirements of this section, is the committee with the power to act under this section. A committee that does not hold or conduct a successful election within four months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved committee is ineffective for any purpose under this section.

- (h) The election committee may call meetings of the owners who are members of the property owners association for the sole purpose of electing board members. Notice, quorum, and voting provisions contained in the bylaws of the property owners association apply to any meeting called by the election committee.
- 3. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, or by any two (2) or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4th) of all of the votes of the entire membership.
- 4. Notice of Meetings. Written notice of any meetings shall be given to the Members by the Secretary. Notice may be given to the Members either personally, 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. Notice of any meeting, regular or special, be mailed not less than ten (10) nor more than sixty (60) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action governed by the Certificate of Formation or by the Restrictions, notice of such meeting shall be given or sent as therein provided.
- 5. Member Contact Information. Each member shall register his address with the secretary, and notices of meetings, regular or special, shall be mailed to him at such address. It is the responsibility of the Member to provide the Association with current mailing and email addresses, and the Association assumes no responsibility should any notices not be received by the Member provided that the Association forwards such notice to the address provided the Association by the Member.
- 6. Notice e-mail. Any Member may request that notice be transmitted electronically by providing the Association's Secretary a valid e-mail address. Upon providing such e-mail address the Association may transmit any and all notices to such member at such email address. Members are encouraged to provide an e-mail address to help reduce the operational cost of postage and mail-out required by these Bylaws and Texas Law.

7. Waiver of Notice. Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
8. Location of Meetings. Meetings of members shall be held at the office of the Association, if one is established in the Subdivision, or at such other place, within or without the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.
9. Quorum. The presence at the meeting of Members entitled to cast ten (10 %) of the votes entitled to be voted at such meeting, shall constitute a quorum for any action governed by these Bylaws.
10. Action Required. At a meeting at which a quorum is present, the vote of the majority of the members in person or represented by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Certificate of Formation or these Bylaws. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

#### ARTICLE XII - Notices

1. Type of Notice. Whenever under the provisions of the statute, the Certificate of Formation, these Bylaws or the Restrictions, notice is required to be given to any Directors or Member and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, electronic message (i.e, e-mail), by mail, postage prepaid, addressed to such Directors or Member at such address as appears on the records of the Association. Any notice required or permitted to be given by mail shall be deemed to be given at the time the same is deposited in the United States mail as aforesaid.
2. Waiver of Notice. Whenever any notice is required to be given to any Member or Directors of the Association under the provisions of any applicable statute, the Certificate of Formation, these Bylaws or the Restrictions, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

### ARTICLE XIII - Special Assessments

1. Establishment of Special Assessment for Capital Projects. In addition to the Maintenance Fee assessment set forth in the Restrictions, the members of the Association may adopt a special assessment for capital projects, in such amount as may be established by the Association at a special or annual meeting at which notice for an election for the assessment of said Special Assessment is given. Should the special assessment be approved by a majority vote of the members, represented in person or by proxy, of the Property Owners Association at the annual meeting of the Property Owners Association, then the Special Assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. Said Special Assessment shall be secured by a lien against said lot, and failure to pay said Special Assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots. The Special Assessment shall be deemed delinquent if not paid within thirty (30) days of the date set forth in the notice as being the date the Special Assessment is due.
2. Purpose of Special Assessment. The Special Assessment shall be used for only the following purposes:
  - (a) To defray, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas, including but not limited to the streets and roads in the Subdivision, owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;
  - (b) For maintenance and improvement of Common Areas owned by the Association; and/or
  - (c) For such other purposes of the property owners association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.

#### ARTICLE XIV - Books and Records

1. The Association adopts this Article XIV of these Bylaws to comply with Section 209.005, Texas Property Code. In the event of a conflict between this Article XIV and Section 209.005, Section 209.005 shall control.
2. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner, or a person designated in writing signed by the owner or the owner's agent, attorney, or certified public accountant, in accordance with this section. An owner is entitled to obtain from the Association copies of information contained in the books and records, except as provided herein.
3. An attorney's files and records relating to the Property Owner's Association, excluding invoices requested by an owner under Section 209.008 (d) of the Texas Property Code, are not records of the Association and are not subject to inspection by the owner; or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This Bylaw does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.
4. An owner or the owner's authorized representative described by Section 2 of this Bylaw must submit a written request for access or information under Section 2 by certified mail, with sufficient detail describing the Property owners Association's books and records requested; to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed with the County Clerk. The request must contain an election either to inspect the books and records before obtaining copies or have the Property owners Association forward copies of the requested books and records and if an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request; except as otherwise provided by this section.
5. If the Association is unable to produce the books or records requested under Article XIV, Section 4 on or before the 10 business day after the date the Association receives the request, the Association will provide to the requestor written notice that:

- (a) informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and
  - (b) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.
- 6. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Property owners Association to copy and forward to the requesting party.
- 7. The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.
- 8. The Board of Directors shall adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this section. The prescribed charges may include all reasonable costs of materials, labor, and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3. The policy required by this subsection shall be recorded as a dedicatory instrument in accordance with Section 202.006, Texas Property Code. The Association may not charge an owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by the Association's Records Policy filed with the County Clerk. An owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this Bylaw. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

9. A Property owners Association must estimate costs under this section using amounts prescribed by the policy adopted under Section 8 of this Article XIV.
10. Except as provided by this Article XIV, and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner of an association, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner.
11. The books and records described by Section 10 of this Article XIV shall be released or made available for inspection if:
  - (a) the express written approval of the owner whose records are the subject of the request for inspection is provided to the property owners Association; or
  - (b) a court orders the release of the books and records or orders that the books and records be made available for inspection.
12. The Board shall adopt and comply with a document retention policy that includes, at a minimum, the following requirements:
  - (a) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
  - (b) financial books and records shall be retained for seven years;
  - (c) account records of current owners shall be retained for five years;
  - (d) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
  - (e) minutes of meetings of the owners and the board shall be retained for seven years; and
  - (f) tax returns and audit records shall be retained for seven years.
13. A member of the Association who is denied access to or copies of Association books or records to which the member is entitled under this Article XIV of these Bylaws may file a petition with the justice of the peace of a justice precinct in which all or part of the property that is governed by the Association is located requesting relief in

accordance with Article XIV of these Bylaws. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:

- (a) a judgment ordering the Property owners Association to release or allow access to the books or records;
  - (b) a judgment against the Property owners Association for court costs and attorney's fees incurred in connection with seeking a remedy under this section; or
  - (c) a judgment authorizing the owner or the owner's assignee to deduct the amounts awarded under Subdivision (2) from any future regular or special assessments payable to the Property owners Association.
14. If the Property owners Association prevails in an action under Section 13 of this Article XIV of the Bylaws, the Association is entitled to a judgment for court costs and attorney's fees incurred by the Association in connection with the action.
15. On or before the 10th business day before the date a person brings an action against the Association under this section, the person must send written notice to the Association of the person's intent to bring the action. The notice must:
- (a) be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Section 209.004; and
  - (b) describe with sufficient detail the books and records being requested.
16. For the purposes of this Article XIV of these Bylaws, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.
17. Annual Audit. If requested by three or more members, a review of books and records shall be made by a Certified Public Accountant selected by the Board of Directors. Such review shall not be required more than annually

#### ARTICLE XV - Miscellaneous; Fiscal Matters

1. Charges. The Board of Directors shall compute, assess, collect and enforce the payment of all charges to which the Subdivision is subjected or may be subjected under or by virtue of the Restrictions and Bylaws.

2. Dividends. No dividends shall be paid and no part of the income of the Association shall be disbursed to its Members, Directors, or Officers. The Association may pay compensation in a reasonable amount to its Members or Officers for services rendered, but only as permitted by the applicable statutes.
3. Agreements. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers of the board or such other person or persons as may be designated by resolution of the Board. Such authority may be general or confined to specific instances.
4. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Checks and Drafts. All checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of Association shall be signed by such Officer or Officers of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. Such instruments shall be signed by two (2) of the officers designated by the Board to sign the documents.

Deposits. All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Gifts. The Directors may accept on behalf of the Association any contributions, gifts, bequests or items for the general purposes or for any special purpose of the Association.

5. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.
6. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.
7. Indemnification. Except as may otherwise be provided by Article 1396-2.22A, Texas Non-Profit Corporations Act, and/or Section 8.051, Texas Business Organizations Code, or as may be ordered by a court pursuant to Section 8.052, Texas Business Organizations Code, or by Article 1396-2.22A, Texas Non-Profit Corporations Act, the Association shall indemnify any Directors, Officer, or employee of the

Association, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceedings, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, Officer, or employee (whether or not a Director, Officer, or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be judged in such action, suit, or proceedings to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any Director, Officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter in controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, Officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, Officer, or employee may be entitled by law or under any Bylaw, agreement, vote of Members or otherwise. Nothing in this Section shall prevent permissive indemnification as authorized by Section 8.01 through 8.152, Texas Business Organizations Code, or by Article 1396-2.22A, Texas Non-Profit Corporations Act.

8. Online Subdivision Information. The Association shall make dedicatory instruments relating to the association or subdivision and filed with the County Clerk records available on a website if the association has, or a management company on behalf of the association maintains, a publicly accessible website.
9. Texas Property Code Controls. To the extent that any of these Bylaws conflict with the provisions of the Texas Property Code and/or the Texas Non-Profit Corporations Act and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Non-Profit Corporations Act and/or the Texas Business Organizations Code shall control.

#### ARTICLES XVI - Amendment of Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted (a) by a majority of the Directors present at any meeting or special meeting of the Directors, where a quorum is present, if at least ten (10) days written notice is given of the intent to alter, amend, repeal, or adopt at such meeting, and/or (b) by a majority of the members

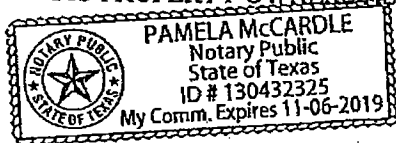
entitled to vote, present at any annual meeting or any special meeting called for that purpose, where a quorum is present, if at least ten (10) days written notice is given on the intent to alter, amend, or repeal, or adopt new Bylaws at such meeting.

THESE BYLAWS have been voted on and adopted by the Board of Directors of the Association at a special meeting held on 6-10-19, 2019.

[Signature]  
Printed Name: TOM BEAUCHAMP  
[Signature]  
Printed Name: SENISA BEAUCHAMP  
[Signature]  
Printed Name: RUSTY ROGERS

STATE OF TEXAS §  
COUNTY OF Comal §

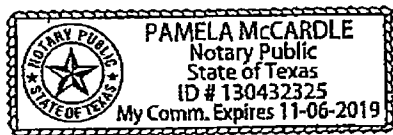
This instrument was acknowledged before me on this the 10<sup>th</sup> day of June, 2019, by TOM BEAUCHAMP, Director of the ALBERT 303 PROPERTY OWNERS ASSOCIATION.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §  
COUNTY OF Comal §

This instrument was acknowledged before me on this the 10<sup>th</sup> day of June, 2019, by SENISA BEAUCHAMP, Director of the ALBERT 303 PROPERTY OWNERS ASSOCIATION.



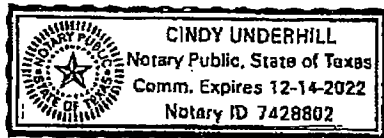
[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

Filed this 11 day of June 2019  
11:28 A.M.

Laura Walla  
County Clerk, Blanco County, Texas  
By Shelbi K. Malix Deputy

STATE OF TEXAS §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 10th day of June, 2019, by RUSTY ROGERS, Director of the ALBERT 303 PROPERTY OWNERS ASSOCIATION.



Cindy Underhill  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:  
KRISTEN QUINNEY PORTER, LLC  
P.O. Box 312643  
New Braunfels, Texas 78131-2643

PREPARED IN THE LAW OFFICE OF:  
KRISTEN QUINNEY PORTER, LLC  
P.O. Box 312643  
New Braunfels, Texas 78131-2643

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

JUN 11 2019



Laura Walla  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

THE STATE OF TEXAS,)

COUNTY OF BLANCO. ) BEFORE ME, the undersigned authority in and for the County of Blanco and State of Texas on this day personally appeared Ida Thiele, wife of Gus Thiele, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Ida Thiele, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this 17th. day of September A.D. 1926.

V. B. Gear

(SEAL)

Notary Public in and for Blanco County, Texas.

FILED FOR RECORD SEPTEMBER 22nd. A.D. 1926, at 3:00 P.M.  
TOM MURRAY, COUNTY CLERK, BLANCO COUNTY, TEXAS.  
RECORDED SEPTEMBER 22nd. A.D. 1926, at 4:40 P.M.

MINERAL DEED.

THE STATE OF TEXAS,)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO. )

THAT WE, George Maenius and wife, Anna K. Maenius, of Gillespie County, Texas, for and in consideration of the sum of Ten dollars--and other consideration (\$10.00) Dollars cash in hand paid by H.J. McMullen, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered and by these presents do grant, sell, convey, assign and deliver unto the said Grantee an undivided one-sixteenth interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described land situated in Blanco County, Texas, to-wit:--

| Abstract No. | Survey No. | Original Grantee           | No. Acres |
|--------------|------------|----------------------------|-----------|
| 752          | 93         | C.C.S.D. and R.G.M.G.R.Co. | 240       |
| 755          | 97         | G.B. and C.H.G.R.R.Co.     | 187       |
| 1543         | 96         | George C. Maenius          | 459       |
| 142          | 575        | J. W. Bakken               | 160       |

Agregating a total of 1046 acres of land, more or less.

Said undivided one-sixteenth to be included in and with the royalty that accrues or that may accrue from any subsequent lease given covering said land.

Together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals, and removing the same therefrom. It is understood and agreed that this sale is made subject to the terms of and includes of all of the oil royalty, and gas rental or royalty due and to the terms of said lease.

It is understood and agreed that of the money rentals which may be paid to extend the term within which a well may be begun terms of said lease is to be paid to the said Grantee and in event that the above described lease for becomes cancelled or forfeited, then in that event an undivided interest and all future rentals on said land for oil, gas and other mineral privileges shall be owned by said Grantee owning of all oil, gas and other minerals in and---

We have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs and assigns forever; and we do hereby bind ourselves, heirs, executors and administrators to warrant and forever defend all and singular the said property unto the said Grantee herein and his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this the 17th. day of September, 1926.

George Maenius

Anna Kl Maenius

THE STATE OF TEXAS, )

COUNTY OF GILLESPIE. ) BEFORE ME, the undersigned authority, in and for the County of Gillespie and State of Texas, on this day personally appeared George Maenius, 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.

Given under my hand and seal of office on this the 17th. day of September, A.D. 1926.

(SEAL)

Max Blum  
Notary Public in and for Gillespie County, Texas.

THE STATE OF TEXAS, )

COUNTY OF GILLESPIE. ) BEFORE ME, the undersigned authority in and for the County of Gillespie and State of Texas, on this day personally appeared Anna K. Maenius, wife of George Maenius, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her; she the said Anna K. Maenius, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 17th. day of September, A.D. 1926.

(SEAL)

Max Blum  
Notary Public in and for Gillespie County, Texas.

FILED FOR RECORD SEPTEMBER 22nd. A.D. 1926, at 3:00 P.M.  
TOM DUNHAM, COUNTY CLERK, BLANCO COUNTY, TEXAS.  
RECORDED SEPTEMBER 22nd. A.D. 1926, at 5:00 P.M.

THE STATE OF TEXAS, )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS. )

THAT WHEREAS, on June 15, 1926, Max Ebeling and wife, Tonie Ebeling, executed and delivered to me as Trustee a deed of trust of said date on seventeen hundred and four (1704) acres of land in Blanco County, Texas, being 1157 acres, all of the Charles Ostorn Survey No. 87, and 387 acres, all of the El Paso Irrigation Co. Survey No. 88, and 160 acres all of the G.W. Chambers Survey No. 86, more particularly described in said deed of trust, to which deed of trust reference is here made for such description, to secure payment of one certain promissory note of even date therewith to the principal sum of Seventy-five Hundred and no/100 (\$7500.00) Dollars, executed by said Max Ebeling and wife, Tonie Ebeling, payable to the order of R.L. Slaughter; which deed of trust is of record in the Deed of Trust Records of Blanco County, Texas, in Volume 9, page 623; and,

WHEREAS, by Instrument dated August 11, 1926, said note was transferred by said R.L. Slaughter to the Reliance Life Insurance Company, of Pittsburgh, Pennsylvania; and

WHEREAS, by virtue of said transfer I may be called upon by said Reliance Life Insurance Company, of Pittsburgh, Pennsylvania, to exercise the powers conferred on the Trustee by said deed of trust at a time to me inconvenient;

NOW THEREFORE, I, G.F. Zimmermann, of Austin, Texas, by virtue of the authority conferred by said deed of trust, do hereby resign the Trusteeship conferred upon me by said deed of trust, and I do hereby refuse to act under said deed of trust.

WITNESS my hand, this the eleventh day of August, A.D. 1926.

G. F. Zimmermann  
Trustee.

THE STATE OF TEXAS, )

COUNTY OF TRAVIS. ) BEFORE ME, the undersigned authority, on this day personally appeared G.F. Zimmermann, known to me to be the person whose name is subscribed to the foregoing

THE STATE OF TEXAS /

County of Blanco /

KNOW ALL MEN BY THESE PRESENTS:

That we Geo. C. Maenius and Anna Maenius of the County of Blanco, State of Texas for the consideration hereinafter mentioned we do hereby nominate constitute and appoint E.J. Stubbs and J.W. Green of the County of Blanco State aforesaid our true and lawful agents and attorneys in fact for us and in our name place and stead to take charge of the following tracts and parcels of land situated and located in the County, State, aforesaid by us described as follows.

| Abstract No.    | Survey No.     | Original Grantee           | NO. Acres Rendered       |
|-----------------|----------------|----------------------------|--------------------------|
| 089             | 09             | G.W.T.&P. RR CO.           | 242 <i>West Part</i>     |
| 088             | 07             | " " " " " "                | 167 <i>South Part</i>    |
| 762             | 93             | C.O.S.G.&R.G.M.B.V.CO.     | 240 <i>North Part</i>    |
| 755             | 97             | C.B.&C.N.RY. CO.           | 187                      |
| <del>1201</del> | <del>98</del>  | <del>Geo. C. Maenius</del> | <del>100</del>           |
| <del>1262</del> | <del>129</del> | <del>" " " " " "</del>     | <del>100</del>           |
| 1360            | 68             | " " " " " "                | 108 <i>all of Survey</i> |
| 1543            | 90             | " " " " " "                | 452 " " "                |

with full power and authority to demise, transfer let and lease all or any portion of said lands premises for oil, gas, and other mineral and mineral substances and upon the terms and considerations, conditions stipulations and agreements contained recited and set forth in the usual and customary printed written lease contracts used and adopted for such purposes by lessors and lessees of oil and mineral lands giving and handling the aforesaid mineral rights and interest: and we hereby give and grant unto our said agents and attorneys in fact full power and authority to execute, acknowledge and deliver to said lessees or grantees for us and in our name, place and stead all necessary contracts agreements and transfers or instrument in writing by through and under which oil, gas, mineral and mineral rights that exists or that may exist or may be found in on under and upon said above described lands and premises, shall be conveyed, transferred, devised, or let to such person or persons, firm or firms, corporation or corporations or associations of persons as will or shall undertake or agree within a specified time (to be determined by our said agents and attorneys in fact) to commence active operation on said land for the purpose of developing oil, gas or other mineral or mineral substances as may exist or be found thereon or therein.

In consideration of the services done and performed and to be rendered, done and performed, and the expenses incurred and to be incurred by our said agents and attorneys in fact in procuring and placing of said property for the purposes aforesaid, and in preparing at their own proper costs and expense an abstract of the title to said lands and premises we the said Geo. C. Maenius and Anna Maenius hereby grant bargain, sell and convey unto the said E.J. Stubbs and J.W. Green an equal undivided onchalf interest in all oil gas mineral and mineral substances that may exist or be found in, under, on and upon said lands and premises, after reserving to ourselves one-eighth of all oil that may be found on said land and premises and placed in the tank or pipe line of the party or parties making said

lease. "Which one-eighth interest shall be termed and considered as a royalty and which is not hereby conveyed.

all money or other thing of value in addition to the royalty reserved by us that may be secured by our said agents and attorneys in fact by, through or under a lease or disposition of the minerals in said lands and premises shall be the property of our said agents or attorneys in fact and one half of which shall be paid to us and the remaining one-half shall be retained by our said agents and attorneys in fact, in further consideration of their services and expenses incurred;

"11 incumbrances and liens against the above described lands and premises shall be paid off and discharged by us out of any money coming to us by a sale of said mineral, mineral rights or lease of said lands and premises or from the royalty that we may receive. This power and authority is irrevokable and shall extend for a period of twelve months from the date hereof, and full power and authority is hereby given and granted unto said agents and attorneys to do and perform each and every act and thing necessary to be done and performed in and about the premises as fully, absolutely and completely as though we were present in person and performing the same and we do hereby ratify and confirm each and every act or thing that our said agents and attorneys in fact may lawfully do or cause to be done by virtue hereof.

Witness our hands this 7 day of April A.D. 1919.

Geo. C. Macnibus  
her  
Anna X. Macnibus  
mark

THE STATE OF TEXAS/

County of Blanco / Before me, the undersigned authority, on this day personally appeared Geo. C. Maehius known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this day Apr. A.D. 1910.

H. E. Brown

(scal)

Notary Public, Blanco Co. Texas

THE STATE OF TEXAS /

County of Blance / Before me the undersigned authority, on this day personally appeared Anna Maenius wife of Geo. C. Maenius known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her she, the said Anna Maenius acknowledged such instrument to be her act and deed, and declared that she signed the same willingly for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 47 day of Apr. A.D. 1919.

M.G. Brown

(cont)

Notary Public, Blanco County, Texas.

Filed for record Apr. 30, 1919 at O. A. A.

B. J. Stubbs Co., Clk. Blanco County, Texas.

Recorded May 8, 1914 at 5 P.M.

[illegible]

98/33

CONTRACT OF SALE AND PURCHASE

TEXAS VETERANS LAND PROGRAM

VLB ACCOUNT NO. 3-88340

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

WHEREAS, the Veterans Land Board of Texas, hereinafter called SELLER, has, in accordance with the provisions of Article III, Section 49-b, Constitution of Texas, and Acts of the 51st Legislature, R. S., 1949, Chapter 310, as amended, and in accordance with the Resolutions passed by the Veterans Land Board, together with the Rules and Regulations promulgated by said Board, purchased a tract of land, hereinafter described in this instrument; and,

WHEREAS, Clifford F. Ernst of Gillespie County, Texas, hereinafter called BUYER, has complied with the requirements of said Board to purchase said land in accordance with the above provisions, which are made a part of this contract for all purposes:

NOW, THEREFORE, THE FOLLOWING PARTIES DO MAKE THIS AGREEMENT:

1. The Veterans Land Board of the State of Texas, acting by and through its Chairman, or Acting Chairman, for the consideration hereinafter mentioned, and the mutual promises hereinafter made, the sufficiency of which are hereby acknowledged, as Seller, agrees to sell, and Buyer agrees to buy, the hereinafter described tract of land, located in Blanco County, Texas.

2. It is hereby agreed between the Seller and the Buyer that all of the conditions, limitations and requirements, as well as all benefits and penalties contained in the Constitution of Texas, the Acts, as amended, the Resolutions and the Rules and Regulations, above referred to, shall be binding upon the parties hereto in the same manner as if they were fully recited herein.

This contract is subject to any reservations or exceptions set out in the deed, or deeds, by which this land was conveyed to the Seller, Veterans Land Board, if not incorporated herein.

3. The total consideration for this purchase is Fifteen Thousand,  
and no/100 (\$ 15,000.00 )  
Dollars, of which the sum of Seven Hundred, Fifty, and no/100  
(\$ 750.00 ) Dollars has been paid. The unpaid principal

of Fourteen Thousand, Two Hundred, Fifty, and no/100 (\$14,250.00 )  
Dollars shall be amortized over a period of not to exceed Forty (40) Years, with annual interest at the rate of Six (6) Percent per annum upon all unpaid principal. Buyer shall pay, or cause to be paid, installments of principal and interest semi-annually to the Veterans Land Board, at Austin, Texas, on or before the first day of each February and August hereafter until the total purchase price and all interest are paid. The amount of Four Hundred, Ninety-six, and no/100

(\$ 496.00 ) Dollars shall be due and payable on or before the first day of August, 1979, and the amount of Four Hundred, Seventy-two, and no/100 (\$ 472.00 ) Dollars shall be due and payable semi-annually on or before the first day of each February and August thereafter until the total purchase price and interest have been paid. All interest and principal which shall become delinquent shall bear penal interest at the rate of Seven (7%) Percent per annum from the date the same becomes delinquent. It is further agreed and understood that Buyer may on any installment date pay or cause to be paid any or all of the unpaid principal and accrued interest, but payment of a portion of the unpaid principal will not relieve Buyer from payment of the semi-annual installments thereafter in the amounts above set out until the total purchase is paid. This contract in no event shall extend over Forty (40) Years from the date of execution hereof.

The tract of land being sold and purchased under this Contract of Sale and Purchase is described as follows:

all of the following described real property  
in Blanco County, Texas, to-wit:

The same being 20.5 acres of land, in Blanco County, Texas, a part of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 93, Abstract No. 752, said 20.5 acres of land being described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set in fence, being a point 1030.7 feet S. 89° 07' W. and 424.0 feet S. 89° 54' W. from the occupational N. E. corner of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 93, for the N. E. corner of this tract of land;

THENCE with fence as follows:

S. 89° 54' W. 234.4 feet to a stake;

N. 89° 42' W. 1061.7 feet to a steel bar set for the N. W. corner of this tract of land;

THENCE S. 11° 47' W. 754.3 feet to a steel bar set in the North line of a road, for the S. W. corner of this tract of land;

THENCE as follows:

N. 74° 49' E. 347.1 feet to a steel bar set for corner;

East 1115.1 feet to a steel bar set for the S. E. corner of this tract of land;

THENCE North 642.3 feet to the place of beginning.

THE WARRANTY DEED TO SELLER HEREIN CONTAINS THE FOLLOWING:

Grantors also hereby transfer and assign to the Grantee herein the Easement and Right-of-way running with the land conveyed, in and along a certain way across a certain tract of land adjoining the herein granted premises, said way containing 0.44 acres of land situated in Blanco County, Texas, part of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 93, Abstract No. 752, and being described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set for the S. W. corner of a 20.5 acre tract of land surveyed August 24, 1978, being a point 1030.7 feet S. 89° 07' W.; 658.4 feet S. 89° 54' W.; 1061.7 feet N. 89° 42' W.; and 754.3 feet S. 11° 47' W. from the occupational N. E. corner of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 93, for a corner of this tract of land;

THENCE with the South line of said 20.5 acre tract as follows:

N. 74° 49' E. 347.1 feet to a steel bar;

East 114.5 feet to a steel bar set for the East corner of this tract of land;

THENCE as follows:

S. 74° 49' W. 450.4 feet to a steel bar;

S. 47° 42' W. 239.9 feet to a steel bar set in the N. E. line of a county road, for the S. W. corner of this tract of land;

THENCE with the N. E. line of said road, N. 35° 44' W. 30.2 feet to  
a steel bar set for the N. W. corner of this tract of land;

THENCE N. 47° 42' E. 243.7 feet to the place of beginning;

together with the free ingress, egress and regress to and for said Grantee, its  
successors and assigns, and its tenants, by foot, with carts, wagons, carriages,  
automobiles, and other vehicles, horses, mules, and livestock as by it or them  
shall be necessary or convenient at all times and seasons forever, in, along,  
upon and out of said way in common with the Grantors their heirs and assigns.

This conveyance is made subject to that Mineral Deed from George  
Maenius, et ux to H. J. McMullen, dated September 17, 1926, recorded in Vol.  
43, page 15, Deed Records, Blanco County, Texas, and that mineral reservation  
shown by instrument from Geo. C. Maenius and Anna Maenius to B. J. Stubbs  
and J. W. Green, dated April 7, 1919 recorded in Vol. 33, page 207, Deed  
Records of Blanco County, Texas; here referred to and made a part hereof for  
all pertinent purposes.

4. It is further agreed and understood that if any timber, gravel, sand, rock, chemical, hard metal, or soil of any substance or character, or any other interest or rights in and to said lands, improvements, or appurtenances thereto, is sold by the Buyer, the removal of which would deplete the corpus of the land, at least One-Half ( $\frac{1}{2}$ ) of the net proceeds received therefrom, plus such additional portion of the net proceeds as may be necessary to retire any delinquencies, shall be paid to the Veterans Land Board, to be applied toward the payment of any unpaid balance of principal due or any delinquencies. Payments made in this manner shall not relieve the Buyer of his regular semi-annual installment payments or reduce the semi-annual payments hereinabove specified. No sale made under the provisions of this paragraph shall be effective until the same has been approved by the Chairman, or Acting Chairman, of the Board.

5. Buyer shall have the right to execute mineral leases on the above described lands, subject to approval of the Chairman, or Acting Chairman, of the Veterans Land Board. If an oil, gas or other mineral lease covering said lands, or any portion thereof, is in existence on the effective date of this contract, or is thereafter created, at least One-Half ( $\frac{1}{2}$ ) of all bonuses, delay rentals and royalties payable thereunder shall be paid directly to the Board by the owner of such lease, and shall be applied toward the payment of any unpaid principal or delinquencies. Such payments shall not, however, relieve Buyer of making the regular semi-annual installments when due, or reduce the amount thereof. So long as the installments due hereunder are timely paid, the remaining One-Half ( $\frac{1}{2}$ ) shall be paid directly to the Buyer, or to his credit by said lease owner; however, in the event the Buyer becomes delinquent in making his semi-annual payments as above set forth, the owner of such lease shall, upon receipt of written notice of such delinquency from the Board, make payment directly to the Board of the portion of the bonuses, delay rentals or royalties which otherwise would be payable to the Buyer, and such payments shall be applied to reduce the existing delinquency.

6. Buyer agrees to prevent encroachment on said lands, agrees to prevent any waste thereupon, to protect the rights of the Board as purchaser of said lands, to keep all improvements insured at all times, whether the buildings are occupied or unoccupied, and in the amounts specified by the Board. The insurance policy shall be written in the name of the Buyer, with loss payable or mortgage clause to the Board, as its interest may appear; and the original insurance policy shall be filed with the Buyer's Contract in the General Land Office, at Austin, Texas.

7. Buyer understands that this Contract of Sale and Purchase can only be transferred with the approval of the Seller and only on forms and by following instructions furnished to him by the Seller and that the contract cannot be transferred, sold or conveyed until he shall have enjoyed possession for a period of three (3) years from the effective date hereof, after which period Buyer may transfer, sell or convey said property, subject to approval of the Seller; provided however as the only exceptions allowed by law, that the said property may be transferred, sold or conveyed prior to the expiration of said 3-year period in the event the Buyer dies or becomes financially incapacitated and provided further, that in making any transfer, sale or conveyance of said property, the Buyer, as assignor, may not reserve any interest therein. These provisions shall not be construed to prohibit Buyer from transferring, selling or conveying the property at anytime upon payment in full of the entire indebtedness to Seller.

8. Buyer agrees to furnish Seller, on or before May 1st of each year hereinafter and during the term of this contract, evidence that all taxes for the previous year have been paid in full.

9. It is fully understood by the Buyer that he or any of his assignees shall be jointly and severally liable for any and all moneys due under this Contract of Sale and Purchase, and Buyer shall be primarily liable for such payments; and if at any time it becomes necessary for Seller to forfeit this contract, then the full amount of delinquent installments, interest and other penalties as may be due at the time the forfeiture occurs, may be collected by Seller from Buyer, or his assignees, or both.

10. When the entire indebtedness due by the Buyer under this contract is paid, Seller agrees to execute a deed, under its official seal, to the original purchaser of said land, or to the last assignee whose assignment has been approved by the Seller.

11. It is further agreed and understood that in the event a patented survey contains excess acreage, and any portion thereof has been included herein, or that unsurveyed school land is contained within the boundaries of said lands, Seller, by the execution of this contract, or any deed pursuant thereto, does not purport to grant, sell or convey any right, title or interest in and to said excess or unsurveyed school land to Buyer, his heirs or assigns.

12. The failure of Buyer to comply with the terms of this contract, or with any of the provisions of the Act above referred to, or the regulations of the Seller, or any resolutions, all hereinabove referred to, shall subject this contract to forfeiture.

THE EFFECTIVE DATE OF THIS CONTRACT IS: JAN 22 1979

VETERANS LAND BOARD OF THE STATE OF TEXAS

BY

Bob Armstrong  
Bob Armstrong, Chairman

BUYER

Clifford F. Ernst  
Warrville Route #47

ADDRESS

Fredericksburg, Texas

78624

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Bob Armstrong, Chairman, Veterans Land Board of the State of Texas, 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22th day of

A. D. 1979

Michael T. Daniel  
Notary Public in and for Travis  
County, Texas

THE STATE OF TEXAS  
COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared Clifford F. Ernst, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of

January, 19 79

Eleanor Ottner  
NOTARY PUBLIC  
COUNTY, TEXAS

(SEAL)

FILED FOR RECORD

At 9:43 O'Clock A M

JAN 17 1979

Jeffy B. Furber  
Clerk, Co. Court, Blanco County, Texas

Dorothy Decker  
DEPUTY

V you  
PK

FILED FOR RECORD JANUARY 17th, 1979 at 9:43 A. M.  
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS  
RECORDED JANUARY 17th, 1979 at 11:00 A. M.