

Third Amended Covenants, Conditions and Restrictions of Guadalupe Ranch Estates

Pursuant to the authority contained in those Covenants, Conditions and Restrictions of Guadalupe Ranch Estates which are attached to and made a part of the Deed to each property owner in Guadalupe Ranch Estates, a subdivision of record in Volume 4 at Pages 121, 124, 140, and 220 of the Plat Records of Kerr County, Texas, the undersigned, being the President and Secretary of Guadalupe Ranch Property Owners, Inc., do hereby attest and affirm that the following covenants, conditions and restrictions were adopted by a vote of the owners of the majority of land in Guadalupe Ranch Estates subdivision, which covenants, conditions and restrictions shall be in replacement of all prior covenants, conditions and restrictions.

Usage of Property

- 1) Use restricted to residential, recreational and agricultural. Multifamily, duplex, apartment, hotel, hostel, bed and breakfast or group (nursing, foster care, etc.) homes or housing is specifically prohibited.
- 2) Business, professional or commercial use is prohibited unless such use is incidental to the residential use of the property. No business sign or advertising signs are allowed to be placed on the property, except "For Sale" or "For Lease" signs. Traffic, noise and odors from such incidental use cannot exceed normal residential use. Such incidental business use of the property specifically excludes, without limitation, food service, industrial, manufacturing, warehousing, vehicle or RV repair or storage. This provision does not prohibit the employment by the owner of a domestic worker, caregiver, caretaker or nanny.
- 3) Livestock husbandry is permitted. Swine are not permitted. No commercial or charitable animal shelters, boarding/breeding operations or kennels are permitted.
- 4) Leasing. A dwelling may be leased for periods of six months or more. An owner who leases his dwelling and the lessor are not relieved from any obligation to comply with the provisions of this Declaration or any rules of the Association. No owner shall be allowed to lease his/her lot or dwelling for transient purposes such as hotel, bed and breakfast, camping or RV parking purposes.
- 5) There shall be no house trailer, mobile home, double wide or manufactured home of any kind placed on any property. No recreational vehicle, camper or tent may be occupied as a home, except during the construction of a permanent house, with board approval, and then no longer than twelve (12) months. Extensions may be granted for cause. Operable vacation travel trailers, utility/livestock trailers, boats and recreation vehicles owned by the owner may be stored on the property but must be located in such a place that they cannot be seen from a public road. Vacation travel trailers and RVs may be used for camping purposes by the owner on the owner's lot for a period not to exceed 14 days during any 60 day period.

Prohibitions Against Nuisances and Health Hazards

1) Owners shall keep their property maintained in such a manner so it will not be unsightly, or become an annoyance or nuisance to the neighborhood. Nor shall any owner allow the offensive, obnoxious, profane, or unlawful use of his/her property; nor any use which interferes with the other owners' reasonable use and enjoyment of their property. The peace and quiet of the rural area shall be maintained. Such determination of prohibited use shall be made by The Board of Directors in its reasonable, good faith judgment. Construction, land clearance and cedar removal efforts are specifically exempted from this provision.

2) Owners are responsible to control their animals to prevent nuisances or health hazards. Excessive dog barking is expected to be controlled by the owners and the board may order removal of aggressive or obnoxious animals.

3) No inoperable or abandoned automobiles, trucks, trailers or other vehicles shall be kept on the property unless maintained in an enclosed garage, shed or barn.

4) There shall not be any dumping of trash or placing of unsightly objects of any kind on the property. Owners of a home must properly dispose of trash per Texas Commission Environmental Quality or with the Association. The burning of household trash is prohibited. The burning of lumber, cedar or other vegetation from land clearance or proper housekeeping of the lot is allowed. No garbage or trash container will be maintained on a property so as to be visible from the street except for collection purposes. Trash containers put out for collection must not be placed any earlier than the day before collection and must be removed the day after collection.

5) The riding of motorcycles, motorbikes, motor scooters, go-carts and/or dune buggies off the established roadways is specifically prohibited and all engines or power mechanisms of any nature shall be equipped at all times with a muffler in good working order and in constant operation to prevent excessive or unusual noise.

6) Any sewage disposal system shall be constructed under the supervision of a state registered professional and in compliance with the rules and regulations of the State of Texas and Kerr County for On-Site Sewage Facilities.

7) No disposal of any kind shall be allowed that would pollute any body of water or stream or that violates any provision of the Texas Commission on Environmental Quality.

Review and Approval of New Construction by Architectural Control Committee

1) The Board of Directors of Guadalupe Ranch Property Owners Inc. shall appoint an

Architectural Control Committee (ACC) of not less than three persons who shall serve at the pleasure of the Board of Directors. Members of the Board may serve on this committee. The ACC must review and approve in writing the construction of any and all structures or buildings or any alteration visible from in front of the house or any adjoining road to any existing building or structure. To obtain approval to do any of the work described above, a property owner must submit an application to the ACC for the proposed work, with plans and specifications. The specifications shall detail the nature, scope, height, materials, colors and location of the proposed work. The ACC shall review the application of the proposed work in order to ensure harmony of external design in relation to surrounding structures and topography.

2) The following specifications apply:

- The primary residential dwelling shall not be less than 1250 square feet of living area not including porches, decks, breezeways, and garages.
- b) No structure shall exceed 35 ft above the surrounding terrain. Maximum building heights are measured at the highest line or point of the roof to the average natural terrain elevation across the width or length of the Residence, whichever results in the tallest height.
- c) All construction shall be of new material. Recycled or reclaimed may be used only if specified in the plans and with the prior permission of the ACC.
- d) Muted colors are recommended and shiny roofs or siding are discouraged.

3) An application may be rejected for insufficient information. The ACC shall have broad discretionary authority to interpret and apply these standards. In rejecting an application, the committee shall explain the reason for rejection and suggest a remedy for the deficiencies.

4) The ACC must approve or reject an application within 30 days of proper submission of all of the required documents (and acknowledged receipt by the ACC of the necessary documents in good order), or the application is deemed to be in compliance with this article. A homeowner may appeal a rejection directly to the Board of Directors who may make a final decision on an application.

5) All construction shall be completed within 24 months of approval by the ACC. Extensions may be granted by the Board for cause. Unless approved for residential use, no structure shall be placed or used at any time as a residence, either temporarily or permanently. During the construction, the site must be kept in such a manner to not be unsafe or a nuisance. After completion of construction, the owner shall see that all construction debris is removed, leaving the lot in a well-kept condition. Association trash disposal services may not be used for construction debris; during construction the owner

must provide a trash container (dumpster) on the site.

Restrictions on Firearm Use and Hunting

There shall be no discharge of firearms or hunting, except for the express purpose of hunting varmints and further provided that Guadalupe Ranch Property Owners Inc. may from time to time promulgate rules and regulations pertaining to hunting and wildlife.

Minimum Lot size

No Tract shall be divided to the extent that any portion would be less than five (5) contiguous acres in size.

Power to Grant Variances

Only Guadalupe Ranch Estates Inc. may grant variances from these Covenants, Conditions and Restrictions.

Utility Easements

An easement of ten feet (10') in width shall be reserved along the perimeter of each tract in this development for purposes of installation and maintenance of poles, wires, down guys and fixtures for electric and telephone lines, to trim any tree which may interfere with maintenance of such lines, with right of ingress and egress across the property to employees of these utilities.

Membership in Property Owners Association; Dues, Fees and Fines

- 1) Each Guadalupe Ranch Estates property owner is automatically a member of the Association, and shall be bound by the rules, restrictions and regulations adopted by the Association in accordance with these Covenants, Conditions and Restrictions, the Bylaws and all recorded Declarations of the Association, as subsequently amended.
- 2) Annual assessments shall be made to provide for the expenses of the association including enforcement of this Declaration as well as the maintenance of the roads and common areas.
- 3) Violations of this Declaration may result in a fine be assessed by the Board of Directors. Owners are entitled to due process including proper notice and a hearing before the Board of Directors.
- 4) Any unpaid assessments, fines, fees (such as replacement cost for lost keys) or costs of enforcement actions provided for in the Bylaws and this Declaration shall be secured by a continuing lien upon the property of the owner against which assessment is made.

Night Sky Protection Provisions

Light Pollution caused by excessive, misdirected, or obtrusive exterior lighting is not permitted. Exterior lights must be switched and turned off when not in use and may not be turned on all night. Exterior lights must be directional and pointed towards the ground or be shielded so that illumination is directed to the ground areas needing illumination and not into the night sky. The Architectural Control committee shall use reasonable standards to ensure that the view of the night sky is not interfered with by outdoor lighting based upon its best judgment.

Usage of Common Area Amenities and Parks

All common areas parks, amenities, and association services are for the exclusive use of owners and family members. Guests may use such facilities only in the company of an owner or family member of the owner, or with permission of the owner.

Enforcement of Covenant Violations

1) If, in the opinion of the Architectural Control Committee, or the association board acting upon the advice of the committee, any portion of a lot or structure is not maintained in a manner that complies with the provisions, terms, and conditions of this declaration, or the owner or owner's property has caused any of the following:

- a) a nuisance,
- b) a reduction in the appearance and quality of the neighboring lots,
- c) disturbed the peace of the neighborhood,
- d) has encroached on common properties or roads,

the committee or the Board shall notify the landowner via certified mail of the violation and the pending enforcement action if the violation is not cured within a certain time.

2) The notice must describe the violation that is the basis for the action, the amount of fines due the association from the owner in the event that the violation is not cured within the specified period allowed and that reimbursement for legal fees and other costs incurred as a result of the enforcement action will be charged to the owner and may be collected from the owner if the delinquency or violation continues after a date certain.

3) The owner is to be informed of a reasonable period of time to cure the violation and avoid the fine unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months. The amount of fine to be levied and the period given to cure the violation prior to imposition of the fine are not to exceed Texas State Statutes.

4) The owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter with the board of the property owners. The hearing shall be held not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.

Amendment and Termination Provisions

1) These covenants, conditions and restrictions are to run with the land and shall be binding upon the owners, their heirs, assigns, successors, administrators and all person claiming under them until January 1, 2026 at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Said covenants, conditions and restrictions may be amended in whole or in part, at any time or from time to time, by the execution and recording of an instrument (hereinafter referred to as the 'Amendment') verifying that a vote of the majority (50% +1) of the owners in the development have agreed to amend these covenants, conditions and restrictions. Upon the proper execution and recording of the Amendment, its provisions shall become immediately effective and shall supersede prior covenants and amendments thereto only to the extent that the provisions of the Amendment shall be inconsistent with the provisions of said covenants and amendments.

2) This Declaration may be terminated by an instrument in writing signed by Owners of not less than 75% of the owners subject to this Declaration agreeing to terminate this Declaration. The termination may be effective as of the last day of the initial term (12/31/2026) or the last day of successive terms by recording prior to the last day of such term in the official records of Kerr County, Texas the properly executed termination instrument.

Effective Date

1) Enforcement of these covenants, conditions and restrictions shall be a proceeding at law or equity and it shall be lawful for the Association or any injured tract owner to file a lawsuit against any person violating or attempting to violate any covenant, condition or restriction either to restrain the violation or recover damages from the violation.

2) Invalidation of any of these covenant, conditions and restrictions by a judgment or court shall in no way affect any of the other provisions or covenants which shall remain in force and effect.

3) The effective date of these covenants, conditions and restrictions shall be July 1, 2015.

Guadalupe Ranch Property Owners, Inc. By-Laws

6/8/13

Article One

Object

1. The name of the corporation is Guadalupe Ranch Property Owners, Inc., hereinafter referred to as the "Association."

2. All present or future owners, their families, guests, invitees or tenants, or any other person that might use the facilities or the properties in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition, rental, or any other use of any of the lots of Guadalupe Ranch Estates or the mere act of occupancy of any said lots will signify that these By-Laws are accepted, ratified and will be complied with.

Article Two

Definitions

1. "Bylaws" means the Bylaws of the Association, as amended.

2. "Common Areas" means all real property and improvements thereon, owned by the Association for the common use and enjoyment of Members.

3. "Declaration" means any instrument filed in the real property records of Kerr County, Texas that includes restrictive covenants governing Guadalupe Ranch Estates.

4. "Dedictory Instrument" means each governing instrument covering the establishment, maintenance and operation of Guadalupe Ranch Estates, and all lawful amendments thereof.

5. "Guadalupe Ranch Estates" means that subdivision recorded in the Plat Records of Kerr County, Texas as Guadalupe Ranch Estates, Sections One through Four, as amended.

6. "Lot" means any lot, tract or parcel of land, with the exception of Common Areas, shown on the original and revised plats of Guadalupe Ranch Estates.

7. "Member" means a person who, as an Owner, is automatically a member of the Association, and is thus bound by these Bylaws.

8. "Owner" means a person who holds record title to property in Guadalupe Ranch Estates, and includes the personal representative of such person.

9. "Owner in Good Standing" means an Owner who is in compliance with all Declarations, rules, restrictions and regulations of the Association, and who is not delinquent in the payment of dues, assessments and fees imposed in accordance with the Covenants, Conditions and Restrictions of the Association and these Bylaws.

Article Three

Membership, Voting and Proxies

1. Membership: Any person on becoming an Owner of a Lot shall automatically become a Member of the Association and is subject to these Bylaws. Such membership shall terminate without any formal action by the Association when such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation arising from any Declaration or Dedicatory Instrument of the Association, including without limitation these Bylaws, or impair the rights or remedies which the Association or others may have against such former Owner arising from such membership and the covenants and obligations thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, at its discretion, issue indicia of membership to an Owner in good standing, which indicia shall be surrendered to the Secretary of the Association when the Owner no longer owns a Lot or for any other reason as determined by the Board of Directors.

2. Voting: Members are entitled to one (1) vote, regardless of whether they are Owners of more than one Lot. When more than one person is an Owner of a Lot or Lots, all such persons shall be Members, and the vote for such Lot or Lots shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to the Owners' Lot or Lots.

3. Majority of Votes: Except as otherwise provided in these Bylaws, majority of votes means over fifty percent (50%) of the votes cast.

4. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the voting Members of the Association shall constitute a quorum. No business may be conducted at any meeting of the Association unless a quorum is present.

5. Proxies: Votes may be cast in person or by proxy. Proxies shall be in writing and signed, and in such form as the Board of Directors shall designate from time to time. Proxies must be delivered to the Secretary of the Association prior to any meeting at which a proxy will be exercised.

6. Cumulative Voting: Cumulative voting is prohibited.

Article Four

Administration

1. Association Responsibilities: All Members constitute the Association for purposes of these Bylaws, and are collectively responsible for administering the affairs of the Association through a Board of Directors.

2. Place of Meetings: Meetings of the Association shall be held at such times and places as the Board of Directors determines.

3. Annual Meetings: Annual meetings of the Association shall be held on or about the first day of June each year. The agenda of the annual meeting shall include the election of Directors, and such other business as may properly come before the Association.

4. Special Meetings: Special meetings may be called at any time by: a) the President; b) a majority of the Board of Directors; c) one-tenth (1/10) of the voting Members. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

5. Notice of Meeting: The Secretary shall send notice of annual and special meetings to each Member of record, by personal delivery, mail, facsimile or email, stating such information as the Board may direct but including at least the date, time and location of the meeting, and in the case of a special meeting, the purpose for which the meeting is called. Notice of meetings shall be sent no earlier than sixty (60) days, nor later than ten (10) days, before the date of the meeting.

6. Adjourned Meeting: If a quorum is not present for the conduct of business at any meeting of the Association, Members, in person and by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business:

The order of business at all meetings of the Association shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice
- C. Reading of Minutes of preceding meeting
- D. Reports of Officers
- E. Reports of Committees
- F. Election of Officers (annual meeting only)
- G. Old business
- H. New business

Article Five

Board of Directors

1. Number and Qualifications: The affairs of the Association shall be managed by a Board of nine (9) Directors. All Directors must be Members of the Association.

2. Election and Term of Office: At the annual meeting of Members, three (3) new directors shall be elected to fill vacant Board seats for a term of three (3) years. No Member is eligible for re-election to the Board until at least one year after the expiration of the last three-year Board term served by such Member. Election of the Board should be staggered so that three (3) new members shall be elected each year.

3. Removal of Directors: At any duly called regular or special meeting of the Association, a Director may be removed with or without cause by majority vote, and a

successor may then and there be elected to fill a vacancy thus created. Any Director whose removal is proposed shall be given an opportunity to be heard at the meeting where the removal vote is to be held.

4. Vacancies: Except as noted herein and for removal of a Director by vote of the Association, vacancies on the Board of Directors caused by any reason including without limitation resignation, death or disability of a Director, shall be filled by majority vote of the remaining Directors. A Director so elected to fill such vacancy shall serve the unexpired term of such Director's predecessor in office. Vacancies caused by the ineligibility of a Director shall be filled by vote of the Association at a meeting called for such purpose as soon as practicable after the vacancy.

5. Organizational Meeting: The first meeting of a duly elected Board of Directors shall be held within thirty (30) days after an election of Directors.

6. Regular Meetings: Regular meetings of the Board shall be held at such time and place as shall be determined from time to time, by majority vote of the Directors, but at least one such meeting shall be held during each calendar year. Notice to Directors of regular meetings of the Board shall state the date, time and location of the meeting and the form of communications to be used for the meeting and the means of accessing any such communications system. Notice shall be given by personal delivery, mail, facsimile or email, at least three (3) days prior to the meeting date.

7. Special Meetings: Special meetings of the Board may be called by the President, or by the Secretary upon written request of at least two (2) Directors, at least three (3) days prior to the meeting date. Notice shall be given by personal delivery, mail, facsimile or email, and shall state the date, time and location of the meeting.

8. Notice to Members: At least seventy-two (72) hours prior to the start of a Board meeting, the Secretary shall provide notice of all regular and special meetings of the Board to all Members of the Association, by email to each Member who has registered an email address with the Association, by posting on the Internet website of the Association, and by posting in such conspicuous common area as the Board shall designate. Such notice shall contain the date, time, location and subject or subjects of the Board meeting. Except as noted herein, Members are permitted to attend all Board meetings.

9. Waiver of Notice: Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice.

10. Quorum: At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of Directors in attendance shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those Directors present may adjourn the meeting from time to time. Notice of such adjourned meeting shall be provided to all Directors, and to all Members of the Association, in the manner required by these Bylaws for any meeting of the Board.

11. Executive Session: The Board of Directors may adjourn any Board meeting and reconvene in closed executive session to consider actions involving:

- a. personnel of the Association;
- b. pending or threatened litigation;
- c. contract negotiations;
- d. enforcement actions;
- e. confidential communications with Association legal counsel;
- f. matters involving the invasion of privacy of any Member;
- g. matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors.

Upon reconvening the open Board meeting after an executive session, the Board shall provide an oral summary, in general terms and without breaching privacy, confidentiality or legal privilege, of any decisions made in the executive session, including a general explanation of any approved expenditures, and such summary shall be entered in the minutes of the Board meeting.

12. Powers and Duties of Board: The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the roads and the common areas of Guadalupe Ranch Estates, all in accordance with the purposes of the Association and with the Texas Business Organizations Code and the Texas Property Code, as they may be subsequently amended.

13. Other Powers and Duties of the Board: The Board shall be empowered, and shall have the duties, as follows:

- (A) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declarations of the Association including without limitation the Covenants, Conditions and Restrictions of Guadalupe Ranch Estates and these Bylaws.
- (B) To establish, make, and enforce compliance with, such reasonable rules as may be necessary for the operation of the Association in conjunction with its purposes, with the right to amend such rules from time to time.
- (C) To keep in good order, condition and repair the common areas and common property.
- (D) To obtain and maintain comprehensive liability insurance covering the common areas, in amounts to be determined by majority vote of the Board.
- (E) To fix, determine, levy and collect annual dues, assessments or fees to be paid by the Members. The Board may increase annual dues by no more than ten percent (10%) per year. Said dues, assessments and fees shall be for the exclusive purposes of promoting the recreation, health, safety and welfare of the residents of Guadalupe Ranch Estates, and for the improvement and maintenance of the common areas.
 - (1) In addition to the annual dues, the Board may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the roads of Guadalupe Ranch Estates, or the improvement of the common areas including fixtures and personal property related thereto, or such other administrative expense of the Association as the Board may deem necessary and proper, upon approval by a vote of sixty-seven percent (67%) of all voting Members, in person or by proxy, at a meeting duly called for this purpose.

- (2) Unpaid regular, special or individual dues, assessments and fees shall accrue interest at the rate of 18 percent (18%) per year or the highest rate permitted by law, whichever is lower, until paid.
- (3) Subject to all applicable provisions of the Texas Property Code as subsequently amended, the Board may adopt such measures as it deems necessary and appropriate in order to enforce the payment of any and all dues, assessments and fees, including without limitation, filing suit.
- (F) To protect and defend the common areas and common property from loss, damage and encroachment, by suit or otherwise.
- (G) To enter into contracts within the scope of the Declarations and purposes of the Association.
- (H) To establish bank accounts for all funds of the Association.
- (I) To maintain complete and accurate books and records showing all of the receipts, expenses and disbursements of the Association, and to maintain all other records of the Association as required under the Texas Business Organizations Code and the Texas Property Code, as they may be subsequently amended, and to implement and enforce all terms of the Document Retention Policy and the Records Production and Copying Policy of the Association.
- (J) To designate and/or hire the personnel necessary for the maintenance and operation of the common areas and roads in accordance with the Declarations and purposes of the Association.
- (K) In general, to carry on the administration of the Association and to take all reasonable and necessary actions to carry out the purposes of the Association.

14. Management Agent: The Board of Directors may employ a Management Agent upon such terms as the Board deems appropriate, to perform such duties and services as the Board may designate, including without limitation any or all of the duties listed in Article Five, Section 13 herein.

15. Fidelity Bonds: The Board may require that any Officers, Directors or employees of the Association having responsibility for, or handling, Association funds shall furnish fidelity bonds in such amount as the Board may designate, at the sole expense of the Association.

Article Six

Officers

1. Designation: The Officers of the Association shall be a President, Vice President, Secretary and Treasurer.

2. Election of Officers: The Officers of the Association shall be elected annually by the Board at the organization meeting of each new Board, and shall hold office at the pleasure of the Board. One person may hold concurrently any two offices with the exception that the President and Secretary shall not be the same person. The office of Vice President need not be filled.

3. Removal of Officers: Any Officer may be removed with or without cause, and his or her successor elected, upon majority vote of the Directors at any regular meeting or special meeting of the Board called for that purpose

4. President: The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and the Board of Directors. The President shall have all of the general powers and duties which are customarily vested in the office of President of a nonprofit corporation under the Texas Nonprofit Corporations Law, including without limitation the power to appoint committees to assist in the conduct of the affairs of the Association.

5. Vice President: The Vice President shall have all the powers and authority, and perform all the functions and duties of the President, in the absence of the President, or upon the President's inability for any reason to exercise such powers or functions or perform such duties.

6. Secretary: The Secretary shall keep the Minutes of all meetings of the Association and the Board of Directors. The Secretary shall have charge of such books and papers as the Board may direct, and shall in general perform the duties customarily incident to the office of Secretary. The Secretary shall maintain and update a complete list of Association Members including their street addresses within Guadalupe Ranch Estates, their mail and email addresses, and other contact information required for purposes of notice under these Bylaws. Subject to the Records Production and Copying Policy of the Association, the Secretary shall make the aforesaid Minutes and membership list and other documents prepared and/or retained by the Secretary as directed by the Board of Directors, available for Members and other persons having the lawful right to examine and copy them, and shall post such records as otherwise required by law. The Secretary shall prepare and file all required public registrations and reports of the Association. The Secretary shall prepare Resale Certificates upon written request from a person lawfully entitled to make such request, in such form as the Board may adopt from time to time.

7. Treasurer: The Treasurer shall be responsible for the Association's funds and financial record-keeping. The Treasurer shall timely deposit all money and property of the Association, as designated by the Board; keep complete and accurate records and accounts of all receipts and disbursements in the books of the Association; prepare financial reports to the Board and the Association as directed by the Board; collect dues, assessments and fees of the Association; prepare all tax returns and related schedules and filings of the Association.

Article Seven

Indemnification of Officers and Directors

1. Indemnification: The Association shall indemnify every Officer and Director, their heirs, executors and administrators, against expenses reasonably incurred in connection with any action, suit or proceeding to which an Officer or Director may be made a party by reason of being, or having been, an Officer or Director of the Association, except as to matters on which the Officer or Director committed gross negligence or willful misconduct, failed to act in good faith, or did not reasonably believe the Officer or

Director's conduct was in the best interest of the Association and lawful. The foregoing rights shall not be exclusive of other rights to which an Officer or Director may be entitled. All liability, loss, damage, cost and expense incurred by the Association by reason of the aforesaid indemnification shall be treated as an expense of the Association; provided, that the Board may obtain liability insurance for such indemnification at the Association's expense.

2. Vote to Indemnify: An Officer or Director will be indemnified as stated herein, by majority vote of Directors of the Association who at the time of the vote are disinterested and independent, upon determination that the Officer or Director, or former Officer or Director, a) acted in good faith; and b) reasonably believed that his or her conduct in an official capacity was in the Association's best interest, or as to other matters his or her conduct was not opposed to the Association's best interests; and c) with regard to any criminal proceeding, that he or she did not have reasonable cause to believe his or her conduct was unlawful.

Article Eight

Assessments

Owners shall be obligated to pay the dues, assessments and fees imposed in accordance with the Covenants, Conditions and Restrictions of Guadalupe Ranch Estates, and these Bylaws.

Article Nine

Amendment of Bylaws

These Bylaws may be amended by vote of sixty-seven percent (67%) of all voting Members, in person or by proxy, at a meeting duly called for this purpose, notice of which must contain the verbatim amendments proposed for adoption.

Article Ten

Nonprofit Purposes

The Association is a nonprofit corporation. No Member, Officer or Director shall be entitled to receive any personal profit, gain or material financial benefit from the Association or its operations, and in no event shall any funds or assets of the Association be paid or distributed to, or inure to the exclusive personal benefit of any Member, Officer or Director; provided, however, that reasonable compensation may be paid to any Member, Officer or Director while acting upon authority of the Board of Directors as an agent or employee of the Association for services rendered to the Association, and that any Member, Officer or Director may be reimbursed for actual and

reasonable expenses incurred in connection with the administration of the affairs of the Association.

Article Eleven

Address of the Association

1. Association Address: The registered office address of the Association shall be P.O. Box 377, Hunt, Texas 78024, and the registered agent shall be identified from time to time in public filings and elsewhere as required by law.

2. Members' Mail Addresses: Each Member shall provide the Secretary of the Association with a registered mail address for purposes of sending assessments, notices, demand and all other communications of the Association. Members shall promptly notify the Secretary of any changes in the Member's registered address.

Article Twelve

Execution of Instruments

Persons authorized to execute any and all instruments, contracts, and obligations of the Association shall be the President and the Secretary of the Association.