

HIDDEN CREEKS RANCH
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF HAYS §
 991828

WHEREAS, Henly International, L.L.C., a Texas limited liability company, ("Declarant"), is the owner of certain real property located in Hays and Blanco Counties, Texas ("Property"), which Declarant proposes to develop and subdivide for residential, recreational, and wildlife management purposes; and

WHEREAS, the Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens, and charges set forth below; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

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

ARTICLE I
DEFINITIONS

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

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

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Hidden Creeks Ranch Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

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

1.05 Association. "Association" shall mean Hidden Creeks Ranch Owners Association, Inc., a Texas non-profit corporation.

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

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

1.08 Common Area. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

1.09 Cooperative. "Cooperative" shall mean the Hidden Creeks Ranch Wildlife Management Cooperative.

1.10 Declarant. "Declarant" shall mean Henly International, L.L.C., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Henly International, L.L.C. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11 Declaration. "Declaration" shall mean this instrument, and as it may be amended from time to time.

1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, Outbuildings, storage sheds, barns, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wholes, tanks, reservoirs, pipes, lines, meters,

antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

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

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

1.15 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

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

1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.

1.18 Outbuildings. "Outbuildings" shall mean to include garages, either attached or detached, a barn and a guest house; the guest house shall contain a minimum of 500 square feet.

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 erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, plans for utility services, and all other documentation or information relevant to such improvement.

1.20 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described on Exhibit "A," attached to and incorporated herein by reference, less any land withdrawn from the Property in accordance with Section 2.02 below.

1.21 Hidden Creeks Ranch Restrictions. "Hidden Creeks Ranch Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with Hidden Creeks Ranch Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.

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

1.23 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of Hays County, Texas.

1.24 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to withdraw land from the Property.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions, in accordance with its master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified in which the development of, and restrictions upon, each portion of the Property will benefit every other portion, as well as the entire Property.

2.02 Addition of Land. It is contemplated that Declarant may develop other real property ("Added Land") for residential purposes, and add such Added Land, or a portion thereof, to the Property from time to time. Declarant may add the Added Land or portion thereof, without the consent of any Owner or any other person, and upon the filing of a notice of addition of land as described below, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added lands, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. Additionally, land other than the Added Land may be added at any time and from time to time provided that two-thirds (2/3) of the Owners (excluding Declarant) consent in writing to such annexation, and a notice of addition of land as described below is recorded in the Official Public Records of Hays and Blanco Counties, Texas, and is executed by the President and Secretary of the Association and certifies that two-thirds (2/3) of the Owners (excluding Declarant) have consented to such annexation. In order to add the Added Land to the Property, Declarant shall be required only to record in the Official Public Records of Hays and Blanco Counties, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that all of the provisions of this Declaration shall apply to the land being added;
- (c) A legal description of land being added; and
- (d) A legal description of all Common Area to be owned by the Association within the land being added.

2.03 **Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw lands from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property, Declarant shall be required only to record in the Real Property Records of Hays or Blanco Counties, Texas, a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

ARTICLE III GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

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

3.02 **Subdividing.** No Lot shall be further divided or subdivided into Lots resulting in less than ten (10) acres, nor may any easements or other interests in any Lot be subdivided by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.04 **Signs.** No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it 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. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered. Within the area 100 feet from the roadway (including the area within the road right of way), each Owner shall (i) keep his Lot free of unsightly objects and mowed and (ii) trim all trees and bushes.

3.06 **Noise.** No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No dirt bikes, motorcycles, dune buggies, four wheelers or other recreational vehicles shall be permitted to be ridden on the Property; provided, however, that legally licensed motorcycles shall be permitted ingress and egress to a Lot.

3.07 **Construction of Improvements.** No Improvements shall be constructed upon any of the Property or any Lot without the prior written approval of the Architectural Committee. The Improvements on any Lot shall be limited to (i) one single family residence not exceeding two stories in height, and basement and Outbuildings used in connection therewith. For any residence located on the Property, the minimum heated/air conditioned floor area for the main structure, exclusive of porches (screened or open) and garages, shall be 2,000 square feet. Except as herein set out, no other structures may be located upon any portion of the Property. All dwellings and Outbuildings shall be built in place on the Lot; no prefabricated structures are permitted and no old homes shall be moved upon the Property or any Lot without the prior written approval of the Architectural Committee. No above ground swimming pools are allowed on the Property. No trailer, motor home, mobile home, tents, shacks, geodesic structure, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any

structure of a temporary character be used as a residence; provided, however, that only during the actual construction of the residence, an Owner may place a motor home on the Lot as a temporary residence. An Owner may have a building to house a horse or other permitted animal, but said structure shall conform to the dwelling located on the Lot and shall be painted so as to blend in the area. Said structure shall be located in the rear one-half of the Lot and shall be neatly maintained. Propane tanks will be neatly screened so as to not be visible from the front of the main dwelling. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvements, shall be performed only with the prior written approval of the Architectural Committee.

3.08 Hunting. No hunting shall be permitted on the Property.

3.09 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior or exterior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

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

3.11 Septic Systems. Installation of septic tank soil - absorption sewerage disposal systems shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of appropriate County Health Department.

3.12 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth; provided, however, Declarant shall have the right to excavate from portions of the Property owned by Declarant such materials as it deems appropriate for the construction, maintenance and repair of roadways.

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

3.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private roads for more than fort-eight (48) hours. Any and all boats, motor homes and/or travel trailers may be parked in the rear one-half of the Lot, not in view of any road.

3.15 Animals - Except as expressly stated herein, no non-native animals shall be allowed on the Property or any Lot except household pets not kept for breeding purposes. Owners may have horses and/or cattle and any such offspring until weaning age, with a maximum of one animal unit per four acres; but such animals shall be for domestic use only and not for any kind of commercialized stock operation. This restriction shall in no way prohibit the keeping of a family pet (cat or dog). All dogs and cats shall be kept in a fenced area or tethered; no dogs or cats shall be allowed to run loose in the Property. Declarant may enter into grazing leases upon the Property until such time as the Hays and Blanco County Central Appraisal Districts accept the Property as qualifying under the 1-d-1 Open Spaces Wildlife Management Use Valuation. Should the Owner not desire for cattle to graze upon such Owner's Lot, such Owner may erect a fence or fences to turn the cattle, with the consent of the Architectural Committee.

3.16 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated structures shall not be allowed.

3.17 Unfinished Structures. The exterior of a structure shall be completely finished within six (6) months after the same has been commenced.

3.18 Sale of Alcohol. The sale of beer, liquor, or other intoxicants shall never be permitted upon the Property or any Lot.

3.19 Fences. All fences fronting a Lot and 50 feet down each side from the front of such Lot shall be a wooden three rail fence. No chain-link fences are permitted in the front of any Lot. No fences shall be erected that restrict the free movement of native wild animals except to protect household yards and gardens.

3.20 Setback Requirements. Setback requirements for Lots are (i) 150 feet from any road upon which the Lot abuts, (ii) 50 feet from the side boundary line of the Lot unless the Owner of such Lot owns contiguous Lot(s) and in that instance, no setback is applicable to the boundary line between such contiguous Lots, (iii) 100 feet from the rear boundary line of the Lot, and (iv) any other set back requirements imposed by applicable governmental entity.

3.21 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.22 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

4.01 General. The Property shall be improved and used solely for wildlife management, recreational, and single family residential use and no business or commercial structure shall be constructed or placed on the Property. No feedlots or other commercial livestock operations shall be permitted on the Property. Notwithstanding the foregoing, Declarant shall have the right to erect, place and maintain temporary facilities on the Property as it may deem appropriate for selling Lots and/or constructing residences and related Improvements on Lots.

4.02 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Common Area may be limited to persons currently paying assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to non-owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

ARTICLE V HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association and the Cooperative. The Association and the Cooperative shall be nonprofit corporations created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in their Articles and Bylaws and in this Declaration. Neither of their Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association and the Cooperative. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said property interest.

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

(a) The Owner of each Lot within the Property shall have one vote for each acre contained in each Lot so owned.

(b) In addition to the votes to which it is entitled by reason of subparagraph (a) of this section for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional three (3) votes for each acre contained in each Lot owned by Declarant until the earlier of (i) December 31, 2008 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (A) of this section.

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

(a) Hidden Creeks Ranch Rules and Bylaws. To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Hidden Creeks Ranch Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of 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 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 a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Hidden Creeks Ranch Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Hidden Creeks Ranch Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular 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 Hidden Creeks Ranch Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Hidden Creeks Ranch Restrictions.

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

(g) 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 Association property 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 vices 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.

Nothing above, 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 by other provisions of this Declaration.

(h) 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.

(i) Association of Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property and the Vista Grande roadway, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay for 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 Articles or Bylaws of the Association.

(k) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required by this Declaration.

(l) 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 other person.

(m) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease gift, or otherwise.

5.05 Powers and Authority of the Cooperative. The Cooperative shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Cooperative and the Board, acting on behalf of the Cooperative, shall have the power and authority at all times as follows:

(a) Hidden Creeks Wildlife Management Cooperative Rules and Bylaws (Cooperative Rules and Bylaws). To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Cooperative Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

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

(c) Records. To keep books and records of the Cooperative'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 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 reasonable times in order to implement mutually agreed upon wildlife management practices.

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

Nothing above, 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 by other provisions of this Declaration.

(g) Manager. To retain and pay for the services of a person or firm (the "Manager") to implement wildlife management practices to the extent deemed advisable by the Board of the Cooperative. Additional personnel may be employed directly by the Cooperative or may be furnished by the Manager. To the extent permitted by law, the Cooperative and the Board may delegate any other duties, powers and functions to the Manager. The members of the Cooperative hereby release the Cooperative 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.

(h) Wildlife Management Services. To pay for and or implement the necessary qualifying wildlife management practices as are necessary for the continued compliance with the Wildlife Management Plan (the Plan) as prepared by or for the Hidden Creeks Wildlife Management Cooperative.

(i) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board of the Cooperative shall determine, to implement wildlife management practices enumerated in the plan or to provide any service or perform any function on behalf of the Cooperative.

5.06 Maintenance. The Association shall (i) maintain all streets which have been completed but not accepted by the appropriate governmental entity for maintenance, (ii) maintain all Common Area dedicated to the Association for maintenance, by or with the consent of Declarant, and (iii) maintain the landscaping and entry sign located at the entrance of the Property, and all median strips which have not been accepted by any governmental entity for maintenance.

5.07 Common Area. 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 Area 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 areas; and to accept, own operate, and maintain all other property, real and personal, conveyed or leased to the Association by 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 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.

(c) To execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. 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 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 the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the Association 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, assessment of the members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Declaration.

(d) 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 in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.08 Indemnification. The Association and Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a 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 interests of the Association, or (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 proceeding by settlement, or upon a plea of Nolo Contendere, of 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, or, 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.

ARTICLE VI

ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) members ("ACC Members") as Declarant, its successors or assigns deems appropriate. The initial ACC Members of the Architectural Committee shall be Robert E. Peerman, Sr. and Robert E. Peerman, Jr.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the ACC Members.

6.03 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all ACC Members. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all ACC Members.

6.05 Adoption of Rules. The Architectural 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. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.06 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or 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 Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural

Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committee based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.07 Variance. The Architectural 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 Committee, in its sole and absolute discretion, such variance will not materially impair or detract from 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 ACC 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 a 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.

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

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural 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 whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

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

6.11 Nonliability of Architectural Committee Members. Neither the Architectural 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 way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its Member or the Board or its member, as the case may be. Neither the Architectural Committee, nor the ACC Members thereof, shall be liable to any Owner due to the construction of any Improvement within the Property.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee, c/o Robert E. Peerman, 12020 US 290 West, Austin, Texas 78737, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.13 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments

(a) Assessments established by the Boards pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03, 7.04 and/or 7.05 hereof by the total number of acres within the Property at the time the Assessment is levied, as determined by reference to each Plat of a portion of the Property which is of record at the time the Assessment is levied.

(b) Each unpaid assessment, together with interest and costs of collection, as provided below, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all its Improvements. The Association and Cooperative may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Boards shall establish maintenance and/or management funds into which shall be deposited all monies paid to the Association and/or the Cooperative and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association and the Cooperative must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Boards shall estimate the expenses to be incurred by the Association and the Cooperative during such year in performing its function under the Hidden Creeks Ranch Restrictions and the Plan, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Hidden Creeks Ranch Restrictions, the cost of implementing wildlife management practices as described in the Plan, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the level of Assessments set by the Boards shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association and/or the Cooperative may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association and the Cooperative 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 Boards may designate in its sole and absolute discretion. In no event shall the regular annual assessment per Lot for the year 1999 exceed the sum of \$600.00. Thereafter, at the Boards' sole and absolute discretion, the maximum regular annual assessment permitted hereunder may be increased by no more than twenty percent (20%) per year. The maximum regular annual assessment may be increased by more than twenty per cent (20%) during a year only by affirmative vote of two-thirds (2/3) of each class of members, voting in person or by proxy, at a meeting duly called for such purpose.

7.04 Vista Grande Road Maintenance Annual Assessments. The Association shall be responsible for its pro rata share of the annual maintenance and repair of the Vista Grande roadway which connects the Property to a publicly dedicated roadway. The Association's "pro rata share" shall equal the product of (i) total annual expense of such roadway maintenance and repair multiplied by (ii) the fraction of which the denominator equals (x) the total acreage contained in the Vista Grande subdivision and the Hidden Creeks Ranches subdivision, and (y) the numerator equals the total number of acres in the Hidden Creeks subdivision. Prior to the beginning of each fiscal year, the Vista Grande Property Owners' Association shall estimate the expenses to be incurred for the maintenance of the Vista Grande roadway and determine the Association's share of the maintenance of the Vista Grande Road which connects the Property to a publicly dedicated roadway. Assessments sufficient to pay such estimated road maintenance expenses shall then be levied as provided herein, and the level of Assessments 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 non payment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as provided above. 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.

7.05 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 at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest thereon as provided for in Section 7.05 above, and the cost of collection, including reasonable attorneys' fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust liens of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association to evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerks of Hays and Blanco Counties, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment become delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suite against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitation, restrictions, and reservations shown on the 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 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 or 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 7.5 feet on each side of such Lot line.

8.02 Installation and maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, 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, wire, 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 electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utilities easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each owner covenants to provide easements for drainage and water flow, as contours of land the arrangement of Improvements approved by the Architectural 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 Committee.

8.04 Surface Areas. 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 service using any easement area 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.

8.05 Common Area. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

(a) The right of the Association to suspend the Owner's voting rights and right to use the Common Area 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 Area 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 Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;

(d) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and

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

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2028, unless amended as herein provided. After December 31, 2028, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of thirty (30) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

9.02 Amendment.

(a) By Declarant. This Declaration may be amended by the Declarant, in its sole discretion, acting alone until December 31, 2008, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment under this Section 9.02 (a) shall be effective until there has been recorded in the Official Public Records of Hays and Blanco Counties, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(b) By Owners. In addition to the method in Section 9.02 (a), this Declaration may be amended by the recording in the Hays County Official Public Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after 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.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the 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.

9.05 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 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, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 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.

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

9.08 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 Hidden Creeks Ranch Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure to enforce any provision of the Hidden Creeks Ranch 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.

9.09 Construction.

(a) Restrictions Severable. The provisions of the Hidden Creeks Ranch 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 8th day of June, 1999.

DECLARANT

Henly International, L.L.C.

By: 

Robert E. Peerman, Sr., Manager

STATE OF TEXAS

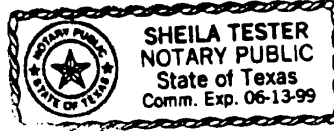
COUNTY OF HAYS

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This instrument was acknowledged before me on this 8th day of June, 1999, by Robert E. Peerman, Sr., Manager of Henly International, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Sheila Tester
Notary Public, State of Texas

My Commission expires: 6-13-99



FIELD NOTE DESCRIPTION OF
362.98 ACRES OF LAND OUT OF THE
J. SEILER AND A. DRANE SURVEYS IN
HAYS COUNTY AND BLANCO COUNTY, TEXAS.

BEING A PORTION OF THAT CERTAIN 791.19 ACRES CONVEYED TO HENLY INTERNATIONAL, LLC, IN A DEED RECORDED IN VOLUME 198, PAGE 279, OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A STEEL PIN FOUND FOR THE NORTHWEST CORNER OF LOT #26 VISTA GRANDE, A SUBDIVISION, AS RECORDED IN VOLUME 8, PAGES 41-45, OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS;

THENCE, S 85°03'17" E, A DISTANCE OF 479.45 FT., WITH THE NORTH LINE OF SAID VISTA GRANDE SUBDIVISION AS FENCED, AND THE SOUTH LINE OF THE VIRGINIA LEE JOY TRACT AS RECORDED IN VOLUME 285, PAGE 157, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, TO A STEEL PIN FOUND FOR THE INTERSECTION OF THE NORTH LINE OF SAID SUBDIVISION AND THE CURVING WEST MARGIN OF A CULDESAC WHICH IS A PART OF OLD RED RANCH ROAD.

THENCE, WITH SAID CURVING WEST MARGIN OF OLD RED RANCH ROAD, AND THE ARC OF A NON TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS, S 25°26'56" E A DISTANCE OF 60.00 FT., SAID CURVE HAVING A CENTRAL ANGLE OF 130°00'25", A RADIUS OF 60.00 FT., AN ARC DISTANCE OF 136.14 FT. AND HAVING A CHORD BEARING S 00°26'51" E, A DISTANCE OF 108.76 FT., TO A POINT OF TANGENCY;

THENCE, S 00°10'27" W, A DISTANCE OF 84.70 FT., WITH THE WEST MARGIN OF OLD RED RANCH ROAD TO A STEEL PIN FOUND;

THENCE, N 90°00'00" W, A DISTANCE OF 474.67 FT., WITH THE COMMON LINE OF LOTS #25 AND #26 VISTA GRANDE SUBDIVISION, TO A STEEL PIN FOUND;

THENCE, S 00°52'31" E, A DISTANCE OF 1301.49 FT., WITH THE WEST LINE OF VISTA GRANDE SUBDIVISION, AS FENCED, TO A STEEL PIN SET;

THENCE CROSSING THE HENLY INTERNATIONAL, LLC, 791.19 ACRE TRACT THE FOLLOWING THREE CALLS:

- 1) N 46°52'11" W, A DISTANCE OF 1166.03 FT., TO A STEEL PIN SET
- 2) N 31°23'42" E, A DISTANCE OF 519.02 FT., TO A STEEL PIN SET
- 3) N 58°36'18" W, A DISTANCE OF 60.00 FT., TO A STEEL PIN SET

THENCE, WITH THE ARC OF A NON TANGENT CURVE, THE RADIUS POINT OF WHICH BEARS, S 58°36'18" E, A DISTANCE OF 630.00 FT., SAID CURVE HAVING A CENTRAL ANGLE OF 17°25'05" A RADIUS OF 630.00 FT., AN ARC DISTANCE OF 191.52 FT., AND A CHORD BEARING N 40°06'15" E, A DISTANCE OF 190.79 FT., TO A STEEL PIN SET;

THENCE, CONTINUING ACROSS SAID 791.19 ACRES THE FOLLOWING TWO CALLS:

- 1) S 77°25'32" W, A DISTANCE OF 955.44 FT., TO A STEEL PIN SET;
- 2) S 34°29'36" W, A DISTANCE OF 455.77 FT., TO A STEEL PIN SET AT THE APPROXIMATE CENTER LINE OF A CREEK;

THENCE, CONTINUING ACROSS SAID 791.19 ACRES WITH THE APPROXIMATE CENTER LINE OF SAID CREEK, THE FOLLOWING 27 CALLS:

- 1) N 13°59'48" W, A DISTANCE OF 290.20 FT., TO A STEEL PIN SET;
- 2) N 44°13'52" W, A DISTANCE OF 362.16 FT., TO A STEEL PIN SET;
- 3) N 37°58'17" W, A DISTANCE OF 239.02 FT., TO A STEEL PIN SET;
- 4) N 63°33'32" W, A DISTANCE OF 158.41 FT., TO A STEEL PIN SET;
- 5) S 86°15'13" W, A DISTANCE OF 129.14 FT., TO A STEEL PIN SET;
- 6) N 56°17'32" W, A DISTANCE OF 164.23 FT., TO A STEEL PIN SET;
- 7) N 40°27'12" W, A DISTANCE OF 190.74 FT., TO A STEEL PIN SET;
- 8) N 18°06'32" W, A DISTANCE OF 193.00 FT., TO A STEEL PIN SET;
- 9) N 00°41'32" W, A DISTANCE OF 164.06 FT., TO A STEEL PIN SET;
- 10) N 14°02'22" W, A DISTANCE OF 187.41 FT., TO A STEEL PIN SET;
- 11) N 43°41'52" W, A DISTANCE OF 152.97 FT., TO A STEEL PIN SET;
- 12) N 21°03'27" W, A DISTANCE OF 189.41 FT., TO A STEEL PIN SET;
- 13) N 31°33'08" E, A DISTANCE OF 268.66 FT., TO A STEEL PIN SET;
- 14) N 13°57'23" E, A DISTANCE OF 119.51 FT., TO A STEEL PIN SET;
- 15) N 34°00'52" W, A DISTANCE OF 228.45 FT., TO A STEEL PIN SET;

- 16) N 73°57'07" W, A DISTANCE OF 274.40 FT., TO A STEEL PIN SET;
- 17) S 79°51'36" W, A DISTANCE OF 376.94 FT., TO A STEEL PIN SET;
- 18) N 75°24'44" W, A DISTANCE OF 111.50 FT., TO A STEEL PIN SET;
- 19) N 34°40'58" W, A DISTANCE OF 176.27 FT., TO A STEEL PIN SET;
- 20) N 34°01'40" E, A DISTANCE OF 261.08 FT., TO A STEEL PIN SET;
- 21) N 42°32'04" E, A DISTANCE OF 252.64 FT., TO A STEEL PIN SET;
- 22) N 18°02'42" E, A DISTANCE OF 160.54 FT., TO A STEEL PIN SET;
- 23) N 14°24'14" W, A DISTANCE OF 123.77 FT., TO A STEEL PIN SET;
- 24) N 52°47'39" W, A DISTANCE OF 141.14 FT., TO A STEEL PIN SET;
- 25) N 64°45'57" W, A DISTANCE OF 273.42 FT., TO A STEEL PIN SET;
- 26) N 71°28'37" W, A DISTANCE OF 202.22 FT., TO A STEEL PIN SET;
- 27) S 84°33'26" W, A DISTANCE OF 111.61 FT., TO A STEEL PIN SET;

THENCE, LEAVING SAID CREEK AND CONTINUING ACROSS SAID 791.19 ACRES, THE FOLLOWING TWO CALLS:

- 1) S 24°44'08" W, A DISTANCE OF 162.42 FT., TO A STEEL PIN SET;
- 2) S 79°03'27" W, A DISTANCE OF 912.77 FT., TO A STEEL PIN SET IN THE WEST LINE OF SAID 791.19 ACRES AND EAST LINE OF THAT CERTAIN O.H. LONGUET TRACT AS RECORDED IN VOLUME 64, PAGE 601, OF THE DEED RECORDS OF BLANCO COUNTY TEXAS;

THENCE, N 05°54'51" W, A DISTANCE OF 2206.74 FT., WITH SAID WEST LINE OF THE 791.19 ACRE TRACT AS FENCED, AND THE EAST LINE OF SAID O.H. LONGUET TRACT TO A STEEL PIN FOUND IN THE SOUTH LINE OF THE ELBERT FINE 758.98 ACRE TRACT AS RECORDED IN VOLUME 65, PAGE 405, OF THE DEED RECORDS OF BLANCO COUNTY, TEXAS; FOR THE NORTHWEST CORNER OF SAID 791.19 ACRE TRACT;

THENCE, WITH THE SOUTH LINE OF THE SAID ELBERT FINE TRACT AND THE NORTH LINE OF SAID 791.19 ACRE TRACT AS FENCED THE FOLLOWING FIVE CALLS:

- 1) N 82°35'47" E, A DISTANCE OF 298.69 FT., TO A STEEL PIN FOUND;
- 2) N 82°38'46" E, A DISTANCE OF 162.57 FT., TO A STEEL PIN FOUND;
- 3) N 81°21'10" E, A DISTANCE OF 472.63 FT., TO A STEEL PIN SET;
- 4) N 82°04'31" E, A DISTANCE OF 112.58 FT., TO A STEEL PIN SET;
- 5) N 84°04'04" E, A DISTANCE OF 255.82 FT., TO A STEEL PIN FOUND;

THENCE, WITH THE SOUTH LINE OF THE JOHN G. YEAR, TRUSTEE, TRACT AS RECORDED IN VOLUME 488, PAGE 257, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS AND THE NORTHLINE OF SAID 791.19 ACRE TRACT THE FOLLOWING FIVE CALLS:

- 1) N 86°19'51" E, A DISTANCE OF 64.67 FT., TO A STEEL PIN SET;
- 2) N 83°55'10" E, A DISTANCE OF 228.60 FT., TO A STEEL PIN SET;
- 3) N 82°21'07" E, A DISTANCE OF 634.17 FT., TO A STEEL PIN SET;
- 4) N 82°57'29" E, A DISTANCE OF 555.62 FT., TO A STEEL PIN FOUND;
- 5) N 88°51'59" E, A DISTANCE OF 568.70 FT., TO A STEEL PIN FOUND FOR THE NORTHEAST CORNER OF SAID 791.19 ACRE TRACT AND THE NORTHWEST CORNER, OF THAT CERTAIN TOMMIE LORAIN JOY TRACT AS RECORDED IN VOLUME 285, PAGE 163, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS;

THENCE, WITH THE EAST LINE OF SAID 791.19 AND WEST LINE OF THE TOMMIE LORAIN JOY TRACT AS FENCED, THE FOLLOWING THREE CALLS:

- 1) S 05°54'32" E, A DISTANCE OF 1243.28 FT., TO A STEEL PIN FOUND;
- 2) S 06°06'34" E, A DISTANCE OF 660.61 FT., TO A STEEL PIN FOUND;
- 3) S 10°37'12" E, A DISTANCE OF 1088.66 FT., TO A STEEL PIN FOUND FOR AND INSIDE ELL CORNER OF SAID 791.19 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID TOMMIE LORAIN JOY TRACT;

THENCE, S 00°58'24" E, A DISTANCE OF 1961.96 WITH A COMMON LINE OF SAID TOMMIE LORAIN JOY TRACT AND SAID 791.19 ACRE TRACT AS FENCED, THE FOLLOWING THREE CALLS:

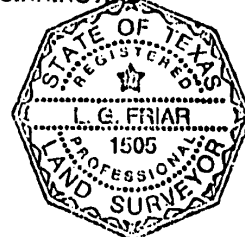
- 1) S 88°46'20" E, A DISTANCE OF 931.76 FT., TO A STEEL PIN SET;
- 2) S 01°13'40" W, A DISTANCE OF 65.00 FT., TO A STEEL PIN SET;
- 3) S 88°36'11" E, A DISTANCE OF 614.40 FT., TO A STEEL PIN SET IN THE WEST LINE OF THE VIRGINIA LEE JOY LINDER TRACT AS RECORDED IN VOLUME 285, PAGE 157, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS;

THENCE, WITH AN EAST LINE OF SAID 791.19 ACRE TRACT AND THE WEST LINE OF VIRGINIA LEE JOY LINDER TRACT AS FENCED, TO THE POINT OF BEGINNING AND CONTAINING 362.98 ACRES OF LAND.

SURVEYED: June 22, 1999

BY:

L.G. FRIAR, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1505
(512) 858-7567



019 9189

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

FILED this 26th day of July 1999
9:55 A M

JUL 28 1999

DOROTHY UECKER
COUNTY CLERK, BLANCO COUNTY, TEXAS
By Noris Schaeferbauer Deputy



Dorothy Uecker
COUNTY CLERK
BLANCO COUNTY, TEXAS

Mail To
Knox Williams III
P.O. Box 776
Dripping Springs, TX 78620

STATE OF TEXAS

§

131912

COUNTY OF HAYS AND BLANCO

§

Filed this

20th day of June 2013
10:34 A M

KAREN NEWMAN

County Clerk, Blanco County, Texas

By Carmel DeLeon Deputy

AMENDMENT TO RULES AND REGULATIONS
OF

HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Covenants Conditions and Restrictions ("Original Declaration") filed of record in Vol. 210 Page 646 of the Official Public Records of Blanco County, Texas, and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Creek Ranch, ("Restated Declaration") filed as Document no. 04011817, Vol. 2451, Page 818, Official Public Records of Hays County, Texas (together, the "Declaration").

WHEREAS the Declaration provides that Owners of lots subject to the Declaration are automatically made members of Hidden Creeks Ranch Owners Association, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article V, Section 5.04(a) of Declaration and/or State law; and

WHEREAS the Board has voted to adopt the Rules attached as Exhibit "A";

THEREFORE the Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:

Printed Name:

Title:

Stephanie L Smith
Stephanie L Smith
President

Exhibit "A" Rules

Acknowledgement

STATE OF TEXAS

§

COUNTY OF Travis

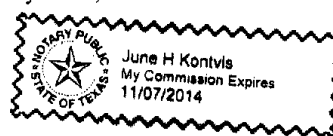
§

This instrument was executed before me on the 12th day of June, 2013, by Stephanie L. Smith in the capacity stated above.

June H Kontvis
Notary Public, State of Texas

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



Fileserver:CLIENTS:Hidden Creek:RuleAmend20111.Leg&OthersEF4-8-13.doc

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EXHIBIT "A"

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SECTION I. FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Committee. An Owner desiring to display a permitted flag must submit plans to the Architectural Committee for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's Architectural Committee shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
 - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
 - d. Flags must never be flown upside down and must never touch the ground.
 - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
 - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - h. Only all-weather flags may be displayed during inclement weather.
 - i. Flags must be no larger than 3'x5' in size.

- j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
 - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.
4. **Materials and Appearance of Flag Mounts and Flagpoles.** A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the Architectural Committee) used in the construction of the mount or flagpole and harmonious with the dwelling.
 5. **Additional Requirements for Flagpoles.** The following additional requirements shall apply to flagpoles installed on Lots:
 - a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and must comply with all setback requirements;
 - e. Unless otherwise approved by the Architectural Committee, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The Architectural Committee may require the pole to be installed on a particular side or otherwise require a particular location;
 - f. No trees may be removed for pole installation; and
 - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
 6. **Lighting of Flag Displays.** Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
 7. **Maintenance.** An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all times at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

SECTION II. SOLAR ENERGY DEVICES

1. **Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. **Prior Approval Required.** An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Architectural Committee. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.

3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the Architectural Committee; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Architectural Committee may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
 - a. extend no higher than or beyond the roofline;
 - b. be located only on the back of the home – the side of the roof opposite the street. The Architectural Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Additional provisions regarding shingles. Except as otherwise authorized in writing by the AC or Board, provided that the proposed shingles otherwise comply with any other applicable requirements of the dedicatory instruments, the AC will not deny an application for shingles if the shingles are:
 - a. Designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. 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
 - iii. match the aesthetics of the property surrounding the Owner's property.

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the Architectural Committee of all energy production calculations. All calculations must be performed by an industry professional.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. **Pre Approval Required.** Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
2. **Prohibited Locations.** Owners are prohibited from installing rain barrels or rainwater harvesting systems, or any part thereof, in the following locations:
 - a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. **Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems.** Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the Architectural Committee.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. **Color and Other Appearance Restrictions.** Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
 - a. are of a color other than a color consistent with the color scheme of the Owner's home;
 - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. **Additional Restrictions if Installed in Side Yard or Improvements are Visible.** If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

SECTION IV. RELIGIOUS DISPLAYS

1. **General.** State statute allows Owners to display certain religious items in the Owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an Owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
2. **Prohibited Items.** No religious item(s) displayed in an entry area may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.

3. Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.
5. Other displays. Non-religious displays in the entry area to an Owner's dwelling and all displays (religious or otherwise) outside of the entry area to an Owner's dwelling are governed by other applicable governing document provisions.

SECTION V. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page

- b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
- a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the Owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

SECTION VI. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION VII. PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) only if:

 - a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;

- b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the Owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months. (See also Paragraph 6 for Board discretion involving term lengths.)
- b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The association may require ACH (automated/auto debit) payments under any plan.
- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
- d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest in the amount of 10%, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the Owner is complying with all terms of a payment plan.
- e. Contact information. The Owner will provide relevant contact information and keep same updated.
- f. Additional conditions. The Owner will comply with such additional conditions as stated in the plan document.
- g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an

alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION VIII. VOTING

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

SECTION IX. TRANSFER FEES

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by any managing agent of the Association. The fee for issuance of a resale certificate as of the date of adoption of this rule is \$100. The board may change such fee by board resolution at any time. Any other related documents requested of the Association will be provided at the Association's discretion and for an additional fee determined by the Association on a case-by-case basis.

It is the Owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing Owner and will be assessed to the Owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new Owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or any managing agent, and may be equivalent to the resale certificate fee or in any other amount.

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

SECTION X. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service, or to utilize an email registration vehicle of the Board's choosing, in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

SECTION XI. WATER, PROPANE AND SEPTIC TANKS; OTHER EQUIPMENT

1. Water Tanks. Any tank (water, propane, septic, or other tank-type structure), and any equipment such as pool pumps and water well or septic equipment located on a Lot must be kept wholly within an approved, fully-enclosed structure or appropriately screened from view so that the item is not visible from adjoining property or private or public roads. Prior approval must be received from the Architectural Committee for all enclosures or screening structures

SECTION XII. HUNTING PROHIBITED

1. Hunting Prohibited. Per Section 3.08 of the Declaration, all hunting is prohibited on the Property subject to the Declaration.

*****No shooting of firearms of any kind is allowed in the community except as expressly authorized below*****

2. Herd culling. Under the Association's Wildlife Management Plan, as administered by the Board, culling of deer herds is required from time to time. The Association may solicit volunteers for any culling efforts. Owners meeting the qualifications outlined herein are encouraged to volunteer.

Only residents of the community, or professional hunters/cullers retained by the Association, may act as cullers (no guests). All cullers must have completed the Texas Parks and Wildlife Department's hunter education course, and must show proof of his or her certificate of completion of such course. The Association may dictate the time, place, and hours of all culling activity. No shooting, including culling, of any kind is allowed except as expressly pre-authorized in writing by the Board. Cullers may only use bullets of a .22 caliber or less. No handguns of any kind are allowed to be used.

SECTION XIII. ACCESS GATES

1. Access Gate. No one may enter the Property except by passing through an electronic access gate that opens upon the entry of a code. Each person, party, or vehicle entering the Property must separately enter the code to gain entry. When entering through the access gate, residents may not allow any other person, party, or vehicle to "piggyback" entry behind them without separately entering the code.

SECTION XIV. ASSESSMENT COLLECTION AND ENFORCEMENT

Summary of Collection Process

1. Assessments due within 30 days of due date (or invoice date if no due date stated)
2. Interest at 18% charged as of date of delinquency
3. Late fee assessed in an amount of \$50
4. Courtesy notice sent via email or mail, giving 30 days to pay
5. Certified mail notice sent providing final warning/notice as required by statute
6. Account turned over to attorney for formal collection action

The Board may vary from this policy on a case by case basis, including shortening or lengthening time periods for payment or eliminating or providing additional courtesy notices, provided that all statutory notice requirements are met.

Summary of (Non-Monetary Violation) Enforcement Process

1. Courtesy letter
2. Certified mail notice letter (statutory notice letter)
3. Damage assessments as appropriate; fines levied as appropriate per fining schedule

The Board may vary from this policy on a case by case basis, including increasing or decreasing fines, sending additional, or omitting, courtesy notices, and other such variations, provided that all statutory notice requirements are met.

Collection policy:

1. Purpose. The Board desires to adopt a standardized Assessment Collection and Enforcement policy to set forth its determinations on such issues.
2. Scope. This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. The Policy.
 - a. Introduction. The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Association residents and the protection of property

values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interest, costs, and attorney's fees (Declaration §7.06). The Association further has a lien for all costs of self-help remedies (Declaration §5.04(e)).

- b. Due Dates. All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
 - c. NSF Fees. Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the Board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
4. Delinquency/Collection. Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:
- a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 18% per annum, until paid in full. In addition to interest, a late fee of \$50 (or other amount as determined from time to time by the Board) may be assessed. The Owner is responsible for all costs of collection including attorneys fees.
 - b. Courtesy Notice of Delinquency. Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately – no later than 30 days after the date of the letter.
 - c. Final Letter After Courtesy Notice. If payment in full or other mutually-satisfactory payment arrangements are not made promptly in response to the courtesy notice, the Association shall send notice via certified mail, return receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the Owner a final 30 days to cure the delinquency prior to the account being turned over to an attorney.)
 - d. Formal Collection Action. After the expiration of the 30-day cure period provided by law (§209.0064, Texas Property Code), the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements.

The Board of Directors of the Association is charged with the duty of overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay. This standardized collection policy is in the best interest of ensuring that collection procedures are applied consistently.

- e. Authority to Vary from Policy. In handling Delinquent amounts due, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.
- f. Payment plans. Payment plans shall be offered as described in the Association's payment plan rule.
- g. Managing agent authorization. If Association has engaged the services of a management company for the Association, to perform day-to-day administrative tasks on behalf of the Association, the management company is granted authority to carry out this policy including to communicate with legal counsel retained by the Association and to authorize collection work by such legal counsel on behalf of the Association, without further vote or action of the Board. This authority notwithstanding, the management company representative shall communicate with the Board and/or certain designated officers on a routine basis with regard to collection actions, and the Board reserves the right to establish further policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate.

5. Non-monetary violations.

- a. Notices of Violation: Prior to levying a property **damage assessment** against an Owner, **fining** an Owner, or **suspending the Owner's usage rights** to the common area due to a violation, the Association shall comply with the notice requirements of Ch. 209, Texas Property Code.

Any management company shall, upon becoming aware of a violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved in response to a courtesy letter, the management company shall send a letter certified mail, return receipt requested giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.²

The Board may deviate from this standard procedure, including omitting or adding courtesy warning(s), in its sole discretion.

- b. Damage assessment; enforcement costs. The Association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees. The Owner may be held responsible for all enforcement costs, including attorney's fees.
- c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), or if a notice and opportunity to cure have been given for a similar violation within the last six months (so that there is no additional right to cure) a fine shall automatically levy in the amount of \$25 unless otherwise determined by the Board (for example, the Board may vary from this fine schedule case by case, or the Board may adopt an alternate fine schedule by resolution). Fines may be issued on a one-time basis or in the event of an ongoing violation, may be issued daily for each day of the violation (each day of the violation may be considered a separate violation). Subsequent fines shall issue in increasing \$25 increments (capped at \$100) for each additional

² If such a notice has been given in past for a violation, and a similar violation occurs in the six month period since the notice, per state law the notice sent need not include an opportunity to cure.

violation notice given when the violation remains. For example, absent Board approval otherwise:

- i. First notice: courtesy warning
- ii. Second notice: certified mail letter (per Property Code Ch. 209) warning of fine
- iii. Third notice: \$25 fine (daily or one-time)
- iv. Fourth notice: \$50 fine (daily or one-time)
- v. Fifth notice: \$75 fine (daily or one-time)
- vi. Sixth notice: \$100 fine (daily or one-time)
- vii. Subsequent notices: \$100 fine (daily or one-time)

Each day of the violation may be considered a separate violation. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine at any time, or omitting or adding one or more courtesy notices, in its sole discretion, provided that at minimum all state law requirements are met.

- d. Hearings. If a Member requests a hearing by the deadline outlined in the certified mail (Chapter "209") violation letter, the hearing shall be held in accordance with state law. The Board shall inform the Owner of the time, date, and place of the hearing at least 10 days prior to the scheduled hearing date. The Board may impose rules of conduct and limit the amount of time allotted to a Member to present his or her information to the Board at any such hearing. The Board may either make its decision at the hearing, or take any matter discussed at the hearing under advisement and communicate its decision at a later date.
- e. Force mows and other self-help enforcement action. Notwithstanding other language herein, the management company, Association attorney, or other authorized agent of the Association is granted authority to carry out force mow or self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration or other governing documents. (Declaration §5.04(e)).
- f. Authority of agents. The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

SECTION XV. SWIMMING POOLS

1. Pool Surfaces and Above Ground Pools. No above ground pools are allowed on the Property (Declaration §3.07). Any pool with walls or sides extending higher than 4 feet above the grade in any area will be considered a prohibited above ground pool. Any portion of an allowed pool with walls or sides extending more than 6" above the grade in any area must be covered in masonry approved by the Architectural Committee. The Committee may in its discretion require masonry to be stone or brick. All pools must have a gunite pool surface (fiberglass or other materials are not allowed.)

SECTION XVI. VEHICLES

1. Vehicles. In accordance with Declaration Section 3.13, no trailers, graders, trucks (other than pickups), boats, tractors, campers, recreational vehicles, wagons, buses, motorcycles, or garden maintenance equipment may remain on any Lot so as to be visible from adjoining property or public or private thoroughfares, except when in actual use. When not in actual use, these vehicles must be kept in approved, wholly-enclosed structures or screened from the view of a road and/or an adjacent Lot. All screening structures must receive prior approval of the Architectural Committee.

SECTION XVII. CONSTRUCTION AND ALTERATIONS

*****Any Construction or Alteration, including color or material changes, requires prior approval*****

All Improvements, including an alterations to existing improvements, require prior approval from the Architectural Committee (Declaration §3.07). "Improvements" include every structure of any kind, including buildings, outbuildings, sheds, barns, patios, tennis courts, pools, garages, fences, walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior AC equipment, water softener equipment, pumps, tanks, reservoirs, pipes, lines, meters, antenna, and utility pipes, lines, etc.

Fileserver:CLIENTS:Hidden Creek:RuleAmend2011Leg&OthersCH4-14-13.doc

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 20 2013



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

AMENDED AND RESTATED

ORIGINAL

132402

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS.

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2451 818

COUNTIES OF HAYS AND BLANCO

§

WHEREAS, Henly International, L.L.C., a Texas limited liability company, ("Declarant") executed that certain Hidden Creek Ranch Declaration of Covenants, Conditions and Restrictions ("Original Restrictions") dated June 8, 1999, and recorded in Volume 210, Page 646 of the Official Public Records of Blanco County, Texas and in Instrument No. 9915941 of the Official Public Records of Hays County, Texas and covering that certain real property being more fully described therein (the "Property").

WHEREAS, Declarant, in its sole discretion, has the right to amend the Original Restrictions until December 31, 208 or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first.

WHEREAS, Declarant currently holds a majority of the votes in the Association.

WHEREAS, Declarant desires to amend and restate the Original Restrictions pursuant to the provisions of the Original Restrictions in this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH (the "Declaration").

NOW, THEREFORE, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed. This Declaration, hereby amends, corrects and restates the Original Restrictions in their entirety. The Property shall hereinafter be referred to and known as "HIDDEN CREEK RANCH", which shall hereafter be subject to the following:

ARTICLE I DEFINITIONS

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

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

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.

1.03 Articles. "Articles" shall mean the Articles of Incorporation of Hidden Creeks Ranch Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

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

1.05 Association. "Association" shall mean Hidden Creeks Ranch Owners Association, Inc., a Texas non-profit corporation.

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

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

1.08 Common Area. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

1.09 Cooperative. "Cooperative" shall mean the Hidden Creeks Ranch Wildlife Management Cooperative.

1.10 Declarant. "Declarant" shall mean Henly International, L.L.C., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Henly International, L.L.C. as

Filed this 14th day of Aug 2013
PM
 KAREN NEWMAN
 County Clerk, Blanco County, Texas
 By Carrie DeLo Deputy

CL 80 PAGE 8 L 4 TDA

CERTIFIED TO BE A TRUE AND
CORRECT COPY



LIZ Q. GONZALEZ, County Clerk
Hays County

Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

- 1.11 Declaration. "Declaration" shall mean this instrument, and as it may be amended from time to time.
- 1.12 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, Outbuildings, storage sheds, barns, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wholes, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.
- 1.14 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.
- 1.15 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.
- 1.16 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.
- 1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.
- 1.18 Outbuildings. "Outbuildings" shall mean to include garages, either attached or detached, a barn and a guest house; the guest house shall contain a minimum of 500 square feet.
- 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 erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, plans for utility services, and all other documentation or information relevant to such improvement.
- 1.20 Property. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described in the Original Restrictions, less any land withdrawn from the Property in accordance with Section 2.02 below.
- 1.21 Hidden Creeks Ranch Restrictions. "Hidden Creeks Ranch Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with Hidden Creeks Ranch Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.
- 1.22 Hidden Creeks Ranch Rules. "Hidden Creeks Ranch Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.
- 1.23 Subdivision. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of Hays County, Texas.
- 1.24 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to withdraw land from the Property.

ARTICLE II DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions, in accordance with its master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified in which the development of, and restrictions upon, each portion of the Property will benefit every other portion, as well as the entire Property.

2.02 Addition of Land. It is contemplated that Declarant may develop other real property ("Added Land") for residential purposes, and add such Added Land, or a portion thereof, to the Property from time to time. Declarant may



add the Added Land or portion thereof, without the consent of any Owner or any other person, and upon the filing of a notice of addition of land as described below, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added lands, and the rights, privileges, duties, and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration. Additionally, land other than the Added Land may be added at any time and from time to time provided that two-thirds (2/3) of the Owners (excluding Declarant) consent in writing to such annexation, and a notice of addition of land as described below is recorded in the Official Public Records of Hays and Blanco Counties, Texas, and is executed by the President and Secretary of the Association and certifies that two-thirds (2/3) of the Owners (excluding Declarant) have consented to such annexation. In order to add the Added Land to the Property, Declarant shall be required only to record in the Official Public Records of Hays and Blanco Counties, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that all of the provisions of this Declaration shall apply to the land being added;
- (c) A legal description of land being added; and
- (d) A legal description of all Common Area to be owned by the Association within the land being added.

2.03 **Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw lands from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property, Declarant shall be required only to record in the Real Property Records of Hays or Blanco Counties, Texas, a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Hays and Blanco Counties, Texas wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

ARTICLE III GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

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

3.02 **Subdividing.** No Lot shall be further divided or subdivided into Lots resulting in less than twelve and one half (12.5) acres so as to comply with the minimum acreage requirements of Hays County Central Appraisal District for wildlife management exemption, nor may any easements or other interests in any Lot be subdivided by the Owner without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.04 **Signs.** No sign of any kind shall be displayed to the public view on the Property without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.05 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it 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. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered. Within the area 100 feet from the roadway (including the area within the road right of way), each Owner shall (i) keep his Lot free of unsightly objects and mowed and (ii) trim all trees and bushes.

3.06 **Noise.** No exterior horns, whistles, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted



to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants. No dirt bikes, motorcycles, dune buggies, four wheelers or other recreational vehicles shall be permitted to be ridden on the Property; provided, however, that legally licensed motorcycles shall be permitted ingress and egress to a Lot.

3.07 Construction of Improvements. No Improvements shall be constructed upon any of the Property or any Lot without the prior written approval of the Architectural Committee. The Improvements on any Lot shall be limited to (i) one single family residence not exceeding two stories in height, and basement and Outbuildings used in connection therewith. For any residence located on the Property, the minimum heated/air conditioned floor area for the main structure, exclusive of porches (screened or open) and garages, shall be 2,000 square feet. Except as herein set out, no other structures may be located upon any portion of the Property. All dwellings and Outbuildings shall be built in place on the Lot; no prefabricated structures are permitted and no old homes shall be moved upon the Property or any Lot without the prior written approval of the Architectural Committee. No above ground swimming pools are allowed on the Property. No trailer, motor home, mobile home, tents, shacks, geodesic structure, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that only during the actual construction of the residence, an Owner may place a motor home on the Lot as a temporary residence. An Owner may have a building to house a horse or other permitted animal, but said structure shall conform to the dwelling located on the Lot and shall be painted so as to blend in the area. Said structure shall be located in the rear one-half of the Lot and shall be neatly maintained. Propane tanks will be neatly screened so as to not be visible from the front of the main dwelling. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Owner. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvements, shall be performed only with the prior written approval of the Architectural Committee.

3.08 Hunting. No hunting shall be permitted on the Property.

3.09 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior or exterior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

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

3.11 Septic Systems. Installation of septic tank soil - absorption sewerage disposal systems shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of appropriate County Health Department.

3.12 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth; provided, however, Declarant shall have the right to excavate from portions of the Property owned by Declarant such materials at it deems appropriate for the construction, maintenance and repair of roadways.

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

3.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private roads for more than forty-eight (48) hours. Any and all boats, motor homes and/or travel trailers may be parked in the rear one-half of the Lot, not in view of any road.

3.15 Animals. Except as expressly stated herein, no non-native animals shall be allowed on the Property or any Lot except household pets not kept for breeding purposes. Owners may have horses and/or cattle and any such offspring until weaning age, with a maximum of one animal unit per four acres; but such animals shall be for domestic



use only and not for any kind of commercialized stock operation. This restriction shall in no way prohibit the keeping of a family pet (cat or dog). All dogs and cats shall be kept in a fenced area or tethered; no dogs or cats shall be allowed to run loose in the Property. Declarant may enter into grazing leases upon the Property until such time as the Hays and Blanco County Central Appraisal Districts accept the Property as qualifying under the 1-d-1 Open Spaces Wildlife Management Use Valuation. Should the Owner not desire for cattle to graze upon such Owner's Lot, such Owner may erect a fence or fences to turn the cattle, with the consent of the Architectural Committee.

3.16 Construction in Place. All dwellings constructed on the Property shall be built in place on the Lot and the use of prefabricated structures shall not be allowed.

3.17 Unfinished Structures. The exterior of a structure shall be completely finished within six (6) months after the same has been commenced.

3.18 Sale of Alcohol. The sale of beer, liquor, or other intoxicants shall never be permitted upon the Property or any Lot.

3.19 Fences. All fences fronting a Lot and 50 feet down each side from the front of such Lot shall be a wooden three rail fence. No chain-link fences are permitted in the front of any Lot. No fences shall be erected that restrict the free movement of native wild animals except to protect household yards and gardens.

3.20 Setback Requirements. Setback requirements for Lots are (i) 150 feet from any road upon which the Lot abuts, (ii) 50 feet from the side boundary line of the Lot unless the Owner of such Lot owns contiguous Lot(s) and in that instance, no setback is applicable to the boundary line between such contiguous Lots, (iii) 100 feet from the rear boundary line of the Lot, and (iv) any other set back requirements imposed by applicable governmental entity.

3.21 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes.

3.22 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

4.01 General. The Property shall be improved and used solely for wildlife management, recreational, and single family residential use and no business or commercial structure shall be constructed or placed on the Property. No feedlots or other commercial livestock operations shall be permitted on the Property. Notwithstanding the foregoing, Declarant shall have the right to erect, place and maintain temporary facilities on the Property as it may deem appropriate for selling Lots and/or constructing residences and related Improvements on Lots.

4.02 Common Area. No land within any Common Area shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Common Area may be limited to persons currently paying assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to non-owners, all on such terms and conditions as Declarant may determine, in its sole discretion.

ARTICLE V HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

5.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association and the Cooperative. The Association and the Cooperative shall be nonprofit corporations created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in their Articles and Bylaws and in this Declaration. Neither of their Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association and the Cooperative. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of both the Association and the Cooperative, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (a) below are hereinafter



sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

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(a) The Owner of each Lot within the Property shall have one vote for each acre contained in each Lot so owned.

(b) In addition to the votes to which it is entitled by reason of subparagraph (a) of this section for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional three (3) votes for each acre contained in each Lot owned by Declarant until the earlier of (i) December 31, 2008 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (A) of this section.

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

(a) **Hidden Creeks Ranch Rules and Bylaws.** To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Hidden Creeks Ranch Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) **Insurance.** To obtain and maintain in effect policies of insurance which, in the opinion of 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 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 a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Hidden Creeks Ranch Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Hidden Creeks Ranch Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular 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 Hidden Creeks Ranch Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Hidden Creeks Ranch Restrictions.

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

(g) **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 Association property 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 vices 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.

Nothing above, 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 by other provisions of this Declaration.

CERTIFIED TO BE A TRUE AND
CORRECT COPY



LIZ Q. GONZALEZ, County Clerk
Hays County

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(h) 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.

(i) Association of Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property and the Vista Grande roadway, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay for 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 Articles or Bylaws of the Association.

(k) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required by this Declaration.

(l) 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 other person.

(m) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease gift, or otherwise.

5.05 Powers and Authority of the Cooperative. The Cooperative shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Cooperative and the Board, acting on behalf of the Cooperative, shall have the power and authority at all times as follows:

(a) Hidden Creeks Wildlife Management Cooperative Rules and Bylaws (Cooperative Rules and Bylaws). To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Cooperative Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

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

(c) Records. To keep books and records of the Cooperative'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 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 reasonable times in order to implement mutually agreed upon wildlife management practices.

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

Nothing above, 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 by other provisions of this Declaration.

(g) Manager. To retain and pay for the services of a person or firm (the "Manager") to implement wildlife management practices to the extent deemed advisable by the Board of the Cooperative. Additional personnel may be employed directly by the Cooperative or may be furnished by the Manager. To the extent permitted by law, the Cooperative and the Board may delegate any other duties, powers and functions to the Manager. The members of the Cooperative hereby release the Cooperative 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.

(h) Wildlife Management Services. To pay for and or implement the necessary qualifying wildlife management practices as are necessary for the continued compliance with the Wildlife Management Plan (the Plan) as prepared by or for the Hidden Creeks Wildlife Management Cooperative.

(i) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board of the Cooperative shall determine, to implement wildlife management practices enumerated in the plan or to provide any service or perform any function on behalf of the Cooperative.

5.06 Maintenance. The Association shall (i) maintain all streets which have been completed but not accepted by the appropriate governmental entity for maintenance, (ii) maintain all Common Area dedicated to the Association for maintenance, by or with the consent of Declarant, and (iii) maintain the landscaping and entry sign located at the entrance of the Property, and all median strips which have not been accepted by any governmental entity for maintenance.

5.07 Common Area. 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 Area 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 areas; and to accept, own operate, and maintain all other property, real and personal, conveyed or leased to the Association by 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 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.

(c) To execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. 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 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 the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the Association 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, assessment of the members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Declaration.

(d) 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 in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.08 Indemnification. The Association and Cooperative shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a 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 interests of the Association, or (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 proceeding by settlement, or upon a plea of Nolo Contendere, of 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, or, 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.

ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) members ("ACC Members") as Declarant, its successors or assigns deems appropriate. The initial ACC Members of the Architectural Committee shall be Robert E. Peerman, Sr. and Robert E. Peerman, Jr.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the ACC Members.

6.03 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.



6.04 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all ACC Members. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all ACC Members.

6.05 Adoption of Rules. The Architectural 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. Each Owner shall comply with said rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration, and any Owner, including Declarant, at its sole expense and/or the Board may seek any of the remedies set forth herein for default of this Declaration.

6.06 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or 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 Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committee based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.07 Variance. The Architectural 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 Committee, in its sole and absolute discretion, such variance will not materially impair or detract from 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 ACC 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 a 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.

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

6.09 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural 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 whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

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

6.11 Nonliability of Architectural Committee Members. Neither the Architectural 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 way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its Member or the Board or its member, as the case may be. Neither the Architectural Committee, nor the ACC Members thereof, shall be liable to any Owner due to the construction of any Improvement within the Property.

6.12 Address. Plans and Specifications shall be submitted to the Architectural Committee, c/o Robert E. Peerman, 12020 US 290 West, Austin, Texas 78737, or such other address as may be designated by Declarant, its successors and assigns, from time to time.



6.13 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE VII FUNDS AND ASSESSMENTS

7.01 Assessments.

(a) Assessments established by the Boards pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. The amount of the Assessment shall be determined by dividing the total amount determined by the Board to be necessary pursuant to Section 7.03, 7.04 and/or 7.05 hereof by the total number of acres within the Property at the time the Assessment is levied, as determined by reference to each Plat of a portion of the Property which is of record at the time the Assessment is levied.

(b) Each unpaid assessment, together with interest and costs of collection, as provided below, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all its Improvements. The Association and Cooperative may enforce payment of such Assessments in accordance with the provisions of this Article.

7.02 Maintenance Fund. The Boards shall establish maintenance and/or management funds into which shall be deposited all monies paid to the Association and/or the Cooperative and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association and the Cooperative must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Boards shall estimate the expenses to be incurred by the Association and the Cooperative during such year in performing its function under the Hidden Creeks Ranch Restrictions and the Plan, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Hidden Creeks Ranch Restrictions, the cost of implementing wildlife management practices as described in the Plan, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as provided herein, and the level of Assessments set by the Boards shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non payment of any individual Assessment, the Association and/or the Cooperative may at any time, and from time to time, levy further Assessments in the same manner as provided above. All such regular Assessments shall be due and payable to the Association and the Cooperative 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 Boards may designate in its sole and absolute discretion. In no event shall the regular annual assessment per Lot for the year 1999 exceed the sum of \$600.00. Thereafter, at the Boards' sole and absolute discretion, the maximum regular annual assessment permitted hereunder may be increased by no more than twenty percent (20%) per year. The maximum regular annual assessment may be increased by more than twenty per cent (20%) during a year only by affirmative vote of two-thirds (2/3) of each class of members, voting in person or by proxy, at a meeting duly called for such purpose.

7.04 Vista Grande Road Maintenance Annual Assessments. The Association shall be responsible for its pro rata share of the annual maintenance and repair of the Vista Grande roadway which connects the Property to a publicly dedicated roadway. The Association's "pro rata share" shall equal the product of (i) total annual expense of such roadway maintenance and repair multiplied by (ii) the fraction of which the denominator equals (x) the total acreage contained in the Vista Grande subdivision and the Hidden Creeks Ranches subdivision, and (y) the numerator equals the total number of acres in the Hidden Creeks subdivision. Prior to the beginning of each fiscal year, the Vista Grande Property Owners' Association shall estimate the expenses to be incurred for the maintenance of the Vista Grande roadway and determine the Association's share of the maintenance of the Vista Grande Road which connects the Property to a publicly dedicated roadway. Assessments sufficient to pay such estimated road maintenance expenses shall then be levied as provided herein, and the level of Assessments 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 non payment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as provided above. 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.

7.05 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 at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest thereon as provided for in Section 7.05 above, and the cost of collection, including reasonable attorneys' fees, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind



such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. This lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust liens of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association to evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the offices of the County Clerks of Hays and Blanco Counties, Texas. Such lien for payment of Assessments shall attach with the priority set forth above from the date that such payment become delinquent and may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the property at foreclosure, or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.01 Reserved Easements. All dedications, limitation, restrictions, and reservations shown on the 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 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 or 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 7.5 feet on each side of such Lot line.

8.02 Installation and maintenance. There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, 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, wire, 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 electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utilities easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each owner covenants to provide easements for drainage and water flow, as contours of land the arrangement of Improvements approved by the Architectural 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 Committee.

8.04 Surface Areas. 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 service using any easement area 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.

8.05 Common Area. Each Owner shall have an easement of use and enjoyment in and to all Common Area which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

(a) The right of the Association to suspend the Owner's voting rights and right to use the Common Area 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 Area 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;

CERTIFIED TO BE A TRUE AND
CORRECT COPY



LIZ Q. GONZALEZ, County Clerk
Hays County

VOL 478 PAGE 0883

- (c) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area, all in accordance with the Articles and Bylaws;
- (d) The right of the Association to make reasonable rules and regulations regarding the use of the Common Area and any facilities thereon; and
- (e) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2028, unless amended as herein provided. After December 31, 2028, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of thirty (30) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration.

9.02 Amendment.

(a) By Declarant. This Declaration may be amended by the Declarant, in its sole discretion, acting alone until December 31, 2008, or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first. No amendment under this Section 9.02 (a) shall be effective until there has been recorded in the Official Public Records of Hays and Blanco Counties, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(b) By Owners. In addition to the method in Section 9.02 (a), this Declaration may be amended by the recording in the Hays County Official Public Records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after 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.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the 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.

9.05 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 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, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.06 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.

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

9.08 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 Hidden Creeks Ranch Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure to enforce any provision of the Hidden Creeks Ranch 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.

9.09 Construction.

(a) Restrictions Severable. The provisions of the Hidden Creeks Ranch 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.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 27 day of April, 2004.

DECLARANT

Henly International, L.L.C.

By: Robert E. Peerman, Sr., Manager

STATE OF TEXAS

§

COUNTY OF HAYS

§

This instrument was acknowledged before me on this 27 day of April, 2004, by Robert E. Peerman, Sr., Manager of Henly International, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

Thye M. Bisset
Notary Public, State of Texas

My Commission expires: _____



I, LIZ Q. GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS, do hereby certify that this
a true and correct copy as same appears of record
in my office. Witness my hand and seal of office on:



August 5, 2013
LIZ Q. GONZALEZ
HAYS COUNTY CLERK
BY DEPUTY

CERTIFIED TO BE A TRUE AND
CORRECT COPY

LIZ Q. GONZALEZ, County Clerk
Hays County

Mail to
KNOX WILLIAMS III
12420 FITZHUGH RD.
AUSTIN, TX. 78736

Filed for Record in:
Hays County
On: Apr 29, 2004 at 10:32A
Document Number: 04011817
Amount: 38.00
Receipt Number - 100024
By:
Rebecca Hall, Deputy
Lee Carlisle, County Clerk
Hays County

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

AUG 05 2013



Karen Neuman
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 478 PAGE 0886

132508

MANAGEMENT CERTIFICATE

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

The undersigned, being an officer of the Hidden Creek Ranch Owners Association, Inc. (the Association), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify the following:

1. The name of the subdivision is Hidden Creek Phase 1 (the "Subdivision Development").
2. The name of the Association is Hidden Creek Ranch Owners Association, Inc. (the "Association").
3. The recording data for the Subdivision Development is as follows: Hidden Creek Phase One., a subdivision of record in Hays and Blanco Counties, Texas, according to the map or plat thereof, recorded in Volume 8, Pages 361-364, plat records Hays County, Texas, and Volume 1, Pages 270-273, plat records, Blanco County, Texas.
4. The recording data for the declaration applicable to the Subdivision Development is as follows: Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document no. 04011817, Vol. 2451, Page 818-830, Official Public Records of Hays County, Texas and Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document No. 132402, Vol. 478, Pages 0873-0886, Official Public Records of Blanco County, Texas.
5. The name and mailing address of the Association is Hidden Creek Ranch Owners Association, Inc., 424 Hidden Creek Drive, Dripping Springs, Texas, 78620.
6. The name and mailing address of the person managing the Association is Thomas Mitchell, Board President, Hidden Creek Ranch Owners Association, 424 Hidden Creek Drive, Dripping Springs, Texas 78620.

This Management Certificate is effective as of the 14th day of AUGUST, 2013.

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation



BY: Thomas H. Mitchell
ITS: President

Filed this 15th day of Aug 2013
10:26 A M

KAREN NEWMAN
County Clerk, Blanco County, Texas

By Karen Newman clerk

VOL 479 PAGE 0363

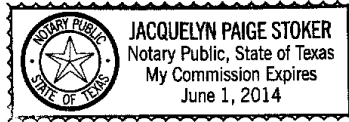
STATE OF TEXAS

§

COUNTY OF HAYS AND BLANCO

§

This instrument was acknowledged before me on 14th day of August, 2013, by Thomas Mitchell, President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Jacquelyn Paige Stoker
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Thomas H. Mitchell, President
Hidden Creek Ranch Owners Association, Inc.
424 Hidden Creek Drive
Dripping Springs, Texas 78620

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

AUG 15 2013



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

DOCUMENT RETENTION POLICY**HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.**

WHEREAS, Hidden Creek Ranch Owners Association, Inc. (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of 15 or more lots;

WHEREAS, Section 209.005(m) of the Code provides that the Association must adopt and comply with a document retention policy that includes, at a minimum, the items specified in section 209.005(m) of the Code; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt a document retention policy as required under Section 209.005(m) of the Code.

NOW, THEREFORE, the Board hereby adopts this Document Retention Policy (the "Policy"), as set forth below.

DOCUMENT RETENTION POLICY1. **Policy:**

Books and records are to be retained by the Association for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for compliance with the document retention periods set forth in this Policy. Records that are no longer required, or that have satisfied their recommended period of retention, may be destroyed in an appropriate manner.

The Association's Secretary is responsible for ensuring that the Association's books and records are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Policy. Books and records that are required to be retained pursuant with this Policy may be scanned and maintained in electronic format.

Per State Law, this document relating to records retention takes precedence over any provision in any other Association governing document to the contrary.

2. **Document Retention Periods:**

The following books and records are to be retained by the Association for the retention periods specified below:

Record Type:**Retention Period:**

Certificate of Formation (formerly referred to as Articles of Incorporation), Bylaws, and Declarations, and any amendments thereto.

Permanently

Financial Books and records.	7 years
Account records of current Lot Owners.	5 years
Contracts with a term of one (1) year or more.	4 years after the expiration of the contract term
Minutes of Board and Membership Meetings.	7 years
Tax returns and audit records.	7 years
Records not listed above may be maintained or discarded at the Association's discretion.	

CERTIFICATION

IN WITNESS THEREOF, the undersigned Thomas H. Mitchell, as the duly elected, qualified, and acting President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Document Retention Policy was duly adopted by the Board of Directors of the Association in a meeting of the Board held on August 11, 2013, and shall take effect upon its recording in the Official Public Records of Hays and Blanco Counties, Texas.

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation



BY: Thomas H. Mitchell
ITS: President

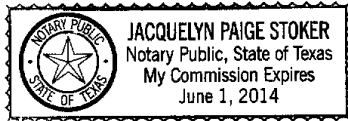
STATE OF TEXAS

§

COUNTY OF HAYS AND BLANCO

§

This instrument was acknowledged before me on 14th day of August, 2013, by Thomas Mitchell, President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Jacquelyn Paige Stoker
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Thomas H. Mitchell, President
Hidden Creek Ranch Owners Association, Inc.
424 Hidden Creek Drive
Dripping Springs, Texas 78620

Filed this 15th day of Aug 2013
10:28 A.M.

KAREN NEWMAN
County Clerk, Blanco County, Texas
By *Karen Newman* Clerk

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

AUG 15 2013



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 479 PAGE 0367

RECORDS PRODUCTION AND COPYING POLICY**HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.**

WHEREAS, Hidden Creek Ranch Owners Association, Inc. (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of 15 or more lots;

WHEREAS, Section 209.005(i) of the Code requires the Association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of information requested by a member of the Association (hereinafter referred to as a "Member") in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt such a records production and copying policy as required under Section 209.005(i) of the Code;

NOW, THEREFORE, the Board hereby adopts the Records Production and Copying Policy (the "Policy"), as set forth below.

RECORDS PRODUCTION AND COPYING POLICY**1. Books and Records Subject to Production**

Subject to the terms of this Policy and Section 209.005 of the Texas Property Code (and any amendments thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a Member of the Association or a person designated in a written instrument signed by the Member as the Member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Code (hereinafter referred to as the "Requesting Party"). A requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association and are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due the Association, a Member's contact information, other than his or her address, or information related to an employee of the Association, including personnel files.

Filed this 15th day of Aug 2013
10:30 A.M.

VOL 4 7 9 PAGE 0 3 6 8

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Karen Newman Clerk

2. Procedures for Requesting Inspection and or Copying of Association Records

(A) Request for Information:

To inspect or obtain copies of the Association's records, a Requesting Party must submit a written request for information by certified mail to the Association at its mailing address as reflected on the most current recorded Management Certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being requested and contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party without any advance inspection.

(B) Inspection of Association's Books and Records:

If an advance inspection of the Association's books and records is requested, within ten (10) business days from the date the Association receives the written request for information, the Association will send to the Requesting Party a written notice specifying the location and alternative dates that such person may inspect during normal business hours the requested books and records to the extent those books and records are in possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within ten (10) business days from the receipt of the request for information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within ten (10) business days from receipt of the request for information. In such event, the Association's written notice to the Requesting Party will state that the Association is unable to produce the information within ten (10) business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than fifteen (15) business days after the date of the Association's written notice to the Requesting Party.

If the Requesting Party wants to obtain copies of any of the books and records produced for inspection, the Requesting Party must identify the books and records at the inspection that the Association is to copy and forward to the Requesting Party.

(C) Copying of Association's Books and Records:

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within ten (10) business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the Requesting Party.

If the Association is unable to produce copies of such requested books or records within ten (10) business days from the written request or inspection, it will provide a written notice to the Requesting Party of its inability to produce the requested books and records within ten (10) business days and will state a date by which such copies of such requested books and records will be produced to the Requesting Party, which may not be more than fifteen (15) business days after the date of such notice.

The Association reserves the right to produce copies of the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association at its sole discretion.

3. **Responsibility for Records Production and Copying Charges**

A Member of the Association who, or whose designated representative, submits a request for information to the Association (the "Requesting Member") shall be responsible for the costs, expenses, and charges incurred by the Association in responding to such request for information from such member or his/her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update or increase of such terms) (the "Production and Copying Charges"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

(A) **Copy Charges:**

(i) *Standard paper copy.* Standard paper copy charges consist of the charges for reproducing requested information and records on standard size paper by means of an office machine copier or computer printer. The charge for standard paper copies is \$.10 per page or part of a page. Each side that has recorded information is considered a separate page.

(ii) *Nonstandard copy.* Nonstandard copy charges consist of charges for the costs of materials, other than standard size paper, onto which requested information and records are copied (excluding any applicable additional charges that may be associated with a particular request, such as labor or overhead charges). The charges for nonstandard copies are:

- | | |
|---------------------|-------------|
| (a) diskette: | \$1.00 |
| (b) magnetic tape: | actual cost |
| (c) data cartridge: | actual cost |
| (d) tape cartridge: | actual cost |
| (e) CD: | \$1.00 |

(f)	DVD:	\$3.00
(g)	JAZ drive:	actual cost
(h)	other electronic media:	actual cost
(i)	VHS video cassette:	\$2.50
(j)	audio cassette:	\$1.00
(k)	oversize paper copy:	\$.50
(l)	specialty paper:	actual cost

(B) Labor Charges:

Labor charges consist of the labor costs incurred in processing a request for information or records, and include the actual time to locate, compile, manipulate data, and reproduce the requested information or record. The charge for labor costs incurred in processing a request for information is \$15 an hour.

(C) Overhead Charge:

Whenever a labor charge is incurred in processing a request for information or records, the Association shall also charge a Requesting Member for any other direct and indirect costs incurred in processing a request for information, including an overhead charge to cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities and administrative overhead. The overhead charge is computed at twenty percent (20%) of the labor charge made to cover any labor cost associated with a particular request. By way of example, if one hour of labor is expended in processing a particular request for information, the overhead charge would be \$3.00 (\$15.00 for one hour of labor multiplied by 20%).

(D) Miscellaneous Supplies:

The Association shall also charge a Requesting Member for the actual cost of miscellaneous supplies, such as labels, boxes and other supplies used to produce the requested information to the Requesting Party.

(E) Postal and Shipping Charges:

The Association shall also charge a Requesting Member for any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

4. **Advance Payment of Production and Copying Charges:**

The Association requires advance payment by the Requesting Member of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by this Policy. Within thirty (30) business days from the date copies of the requested information are delivered to the Requesting Party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("Final Invoice").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges as reflected in the Final Invoice exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be paid by the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely pay the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

CERTIFICATION

IN WITNESS THEREOF, the undersigned Thomas H. Mitchell, as the duly elected, qualified, and acting President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Records Production and Copying Policy was duly adopted by the Board of Directors of the Association in a meeting of the Board held on August 11, 2013, and shall take effect upon its recording in the Official Public Records of Hays and Blanco Counties, Texas.

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation



BY: Thomas H. Mitchell
ITS: President

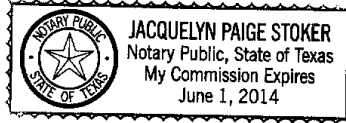
STATE OF TEXAS

§

COUNTY OF HAYS AND BLANCO

§

This instrument was acknowledged before me on 14th day of August, 2013, by Thomas Mitchell, President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Jacquelyn Paige Stoker
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Thomas H. Mitchell, President
Hidden Creek Ranch Owners Association, Inc.
424 Hidden Creek Drive
Dripping Springs, Texas 78620

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

AUG 15 2013



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 479 PAGE 0373

**PAYMENT PLAN GUIDELINES POLICY
AND APPLICATION OF PAYMENTS SCHEDULE**

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

WHEREAS, Hidden Creek Ranch Owners Association, Inc. (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of 15 or more lots;

WHEREAS, Section 209.0062 of the Code requires the Association to adopt reasonable guidelines that establish an alternate payment schedule by which a member of the Association may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties;

WHEREAS, Section 209.0063 of the Code requires payments made to the Association by its members be applied to a member's account in a particular order of priority, unless such member is in default of a payment plan entered into with the Association;

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt payment plan guidelines as required under Section 209.0062 of the Code and an application of payments schedule in conformity with Section 209.0063 of the Code.

NOW, THEREFORE, the Board hereby adopts this Payment Plan Guidelines Policy (the "Policy") and Application of Payments Schedule, as set forth below.

PAYMENT PLAN GUIDELINES

1. Eligibility for Payment Plan

Subject to the terms of this Policy, a member of the Association who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (hereinafter referred to collectively as the "Assessment Delinquency"), shall be entitled to enter into a payment plan agreement with the Association that allows such member to pay the Assessment Delinquency in installment payments without incurring additional monetary penalties (hereinafter referred to as a "Payment Plan Agreement"). Each such Payment Plan Agreement shall be in accordance with such terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Code.

The Owner requests a payment plan, in writing, no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested (notifying the Owner of the amount due, providing 30 days for payment, and describing the options for curing the Delinquency). The Owner is responsible for confirming that the Association has received the Owner's request for a Payment Plan within this 30 day period. In addition, the Association must receive the executed Standard Payment Plan, and the first payment, within 15 days of the Standard Payment Plan being sent by email, fax, mail, or hand delivered to the Owner. An

Owner does not have the right to a Standard Payment Plan after the 30 day time frame referenced above.

Once an account is sent to an attorney or agent for collection, the Delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

Notwithstanding the foregoing, or any provision herein to the contrary, a member of the Association shall be ineligible to pay his or her Assessment Delinquency under a Payment Plan Agreement if such member has failed to honor the terms of a previous Payment Plan Agreement with the Association and it has been less than two (2) years since the member's default under the previous Payment Plan Agreement.

2. Payment Plan Administrative Charges and Interest

In addition to the Assessment Delinquency, a member of the Association who enters into a Payment Plan Agreement shall be required to pay to the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the member's compliance with the Payment Plan Agreement (hereinafter referred to collectively as the "Payment Plan Administrative Charges"). A member of the Association who enters into a Payment Plan Agreement with the Association shall also be required to pay all interest due and payable on the member's Assessment Delinquency in accordance with the applicable provisions of the Association's governing documents, which shall continue to accrue on the Assessment Delinquency during the term of the Payment Plan Agreement.

3. Available Payment Plan Schedules

The Association has established three alternative installment payment plan schedules (hereinafter referred to as a "Repayment Schedule"). Any member of the Association who is eligible to enter into a Payment Plan Agreement with the Association shall be entitled to select from any of the Repayment Schedules that he or she qualifies for, which shall be based on the total amount of the Assessment Delinquency owed by the member at the time the Payment Plan Agreement is entered into. The three available Repayment Schedules are as follows:

(a) *Four-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$400 or less shall be qualified to select the Four-Month Repayment Schedule. Under the Four-Month Repayment Schedule, the member shall pay the Assessment Delinquency plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of four (4) months.

(b) *Eight-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$401-\$800 shall be qualified to select either the Four-Month Repayment Schedule or the Eight-Month Repayment Schedule. Under the Eight-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of eight (8) months.

(c) *Twelve-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$801 or more shall be qualified to select either the Four-Month Repayment Schedule, the Eight-Month Repayment Schedule, or the Twelve-Month Repayment Schedule. Under the Twelve-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of twelve (12) months.

(d) *Board Discretion:*

The Association's Board may vary the obligations imposed on Owners under these rules on a case by case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. No such action shall be construed as a general abandonment of or waiver of these rules, nor vest rights in any other Owner to receive a payment plan variance to the requirement set forth in these rules.

4. Payment Plan Agreement

Each Payment Plan Agreement shall be evidenced in writing and executed by both the member and a duly authorized representative of the Association. The Payment Plan Agreement shall specify the total amount of the Assessment Delinquency owed to the Association as of the date of the Payment Plan Agreement, the total amount of the Payment Plan Administrative Charges and interest to be paid under the Payment Plan Agreement, and the term of the Repayment Schedule. The Owner will provide relevant contact information and keep the Association updated on any changes. The Association may require ACH (Automated/auto debit) payments under any plan.

5. Default of Payment Plan Agreement

Each payment due under any Payment Plan Schedule shall be due and payable to the Association on or before the first (1st) day of each month during the term of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after a due day thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event, all unpaid amounts subject to the Payment Plan Agreement shall automatically, without any further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

In such event, the member shall be considered in default of the Payment Plan Agreement until he or she pays the full amount of the accelerated Assessment Delinquency, Payment Plan Administrative Charges and accrued interest subject to the Payment Plan Agreement to the Association (the "Payment Plan Default Period"). In addition, the defaulting member shall be liable for all costs of collection, including attorney fees, incurred by the Association to collect any remaining unpaid amounts subject to the Payment Plan Agreement, which shall be added to and included within the Assessment Delinquency that must be paid by the defaulting member to the Association under the Payment Plan Agreement. Any payments received by the Association from a member of the Association who is in default under a Payment Plan Agreement with the Association during a payment Plan Default Period shall be applied to the member's debt or account in the following priority:

- (1) Any attorney fees or third-party collection costs incurred by the Association in connection with collection of the member's debt;
- (2) any other fees and expenses reimbursable to the Association in connection with the collection of the member's debt;
- (3) any late charges and interest due by the member;
- (4) any past-due delinquent assessments (beginning with the oldest);
- (5) any current assessments;
- (6) any other amount owed to the Association (excluding fines); and
- (7) any fines assessed by the Association.

APPLICATION OF PAYMENTS SCHEDULE

In accordance with the terms of Section 209.0063 of the Code, except for payments made to the Association by members who are in default under a Payment Plan Agreement with the Association (as provided above), a payment received by the Association from a member shall be applied to the member's account in the following order of priority:

- (1) any delinquent assessments (beginning with the oldest);
- (2) any current assessments;
- (3) any attorney fees or third-party collection costs incurred by the Association associated solely with the collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;

- (4) any attorney's fees incurred by the Association that are not associated solely with collection of unpaid assessments or that do not provide a basis for foreclosure of the Association's assessment lien;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

CERTIFICATION

IN WITNESS THEREOF, the undersigned Thomas H. Mitchell, as the duly elected, qualified, and acting President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Payment Plan Guidelines Policy and Application of Payments Schedule was duly adopted by the Board of Directors of the Association in a meeting of the Board held on August 11, 2013, and shall take effect upon its recording in the Official Public Records of Hays and Blanco Counties, Texas.

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation



BY: Thomas H. Mitchell
ITS: President

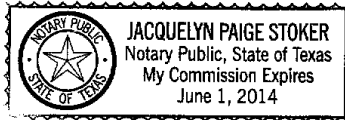
STATE OF TEXAS

§

COUNTY OF HAYS AND BLANCO

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This instrument was acknowledged before me on 14th day of August, 2013, by Thomas Mitchell, President of Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Jacquelyn Paige Stoker
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Thomas H. Mitchell, President
Hidden Creek Ranch Owners Association, Inc.
424 Hidden Creek Drive
Dripping Springs, Texas 78620

Filed this 15th day of Aug 2013
10:32 A M

KAREN NEWMAN
County Clerk, Blanco County, Texas
By *Karen Newman* Clerk

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

AUG 15 2013



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 479 PAGE 0379

STATE OF TEXAS
COUNTY OF HAYS
COUNTY OF BLANCO

Filed this 23rd day of Sept 2013
1:35 P.M.

KAREN NEWMAN
County Clerk, Blanco County, Texas
By [Signature] Deputy

132923

Rescindment & Nullification
of

Amendment to Rules and Regulations of Hidden Creeks Ranch Owners Association, Inc.

Document References:

Reference is hereby made to a Document #131912 "Amendment to Rules and Regulations of Hidden Creeks Ranch Owners Association, Inc." and its Exhibit "A" filed of record June 20, 2013, in Volume 476, pages 0208 through 0222 of the Official Public Records of *Blanco County, Texas*,

and to a Document 13019578 "Amendment to Rules and Regulations of Hidden Creeks Ranch Owners Association, Inc." and its Exhibit "A" filed of record June 13, 2013, in Volume 4663, pages 583 through 598 of the Official Public Records of *Hays County, Texas*.

Reference is also hereby made to a Document 132402 "Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch" (the Declaration) filed of record August 5, 2013 in Volume 476, pages 0873 through 0886 of the official Public Records of *Blanco County, Texas*,

and to a Document #04011817 "Amended and Restated Declaration of Covenants, Conditions, and Conditions for Hidden Creek Ranch" (the Declaration) filed of record April 29, 2004, in Volume 2451, pages 818 through 830 of the Official Public Records of *Hays County, Texas*.

WHEREAS the Declaration provides that Owners of lots subject to the Declaration are automatically made members of Hidden Creeks Ranch Owners Association, Inc. (the Association);

WHEREAS the Declaration amends the name of the property to HIDDEN CREEK RANCH (the Property);

WHEREAS the Association, acting through its Board of Directors (the Board), is authorized to adopt, modify, amend, rescind and nullify rules and regulations governing the Property, subject to the Declaration and the operation of the Association pursuant to Article V, Section 5.04 (a) of the Declaration and/or Texas State Law; and

WHEREAS the Board has voted to rescind and nullify:

The Document #131912 "Amendment to Rules and Regulations of Hidden Creeks Ranch Owners Association, Inc." previously filed in the Official Records of *Blanco County, Texas*,

and the Document #13019578, "Amendment to Rules and Regulations of Hidden Creeks Ranch Owners Association, Inc.", previously filed in the Official Public Records of *Hays County, Texas*.

After recording, please return to:

Thomas H. Mitchell
President
Hidden Creeks Ranch Owners Association, Inc.
424 Hidden Creek Drive
Dripping Springs, Texas 78620

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THEREFORE the above Documents #131912 and #13019578 as of this date of filing are NOT considered Dedicatory Instruments nor Management Documents, and these documents no longer provide jurisdictional, enforceable, nor acknowledged guidance for the Association and are

HENCEFORTH AND HERINAFTER RESCINDED AND NULLIFIED BY THE ASSOCIATION, acting by and through its elected Board of Directors.

HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

Signature: [Signature]
Printed Name: THOMAS H. MITCHELL
Title: PRESIDENT

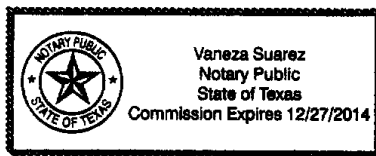
Attachment: Amendment to Rules and Regulations of Hidden Creeks Ranch Owners Association, Inc. and its Exhibit "A"

ACKNOWLEDGEMENT

State of Texas

County of Hays

This instrument was executed before me on the 23rd day of September, 2013,
by Thomas H. Mitchell in the capacity stated above.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS

§

131912

COUNTY OF HAYS AND BLANCO

§

AMENDMENT TO RULES AND REGULATIONS
OF
HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

Filed this

day of

June 2013

10:34 A M

KAREN NEWMAN

County Clerk, Blanco County, Texas

By Carrie Dejeu Deputy

Document reference. Reference is hereby made to that certain Covenants Conditions and Restrictions ("Original Declaration") filed of record in Vol. 210 Page 646 of the Official Public Records of Blanco County, Texas, and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Creek Ranch, ("Restated Declaration") filed as Document no. 0401817, Vol. 2451, Page 818, Official Public Records of Hays County, Texas (together, the "Declaration").

WHEREAS the Declaration provides that Owners of lots subject to the Declaration are automatically made members of Hidden Creeks Ranch Owners Association, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article V, Section 5.04(a) of Declaration and/or State law; and

WHEREAS the Board has voted to adopt the Rules attached as Exhibit "A";

THEREFORE the Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:

Printed Name:

Title:

Stephanie L. Smith
Stephanie L. Smith
President

Exhibit "A" Rules

Acknowledgement

STATE OF TEXAS

§

COUNTY OF Travis

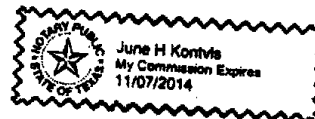
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This instrument was executed before me on the 12th day of June, 2013, by Stephanie L. Smith in the capacity stated above.

June H. Kontvis
Notary Public, State of Texas

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



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EXHIBIT "A"

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SECTION I. FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Committee. An Owner desiring to display a permitted flag must submit plans to the Architectural Committee for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's Architectural Committee shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
 - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
 - d. Flags must never be flown upside down and must never touch the ground.
 - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
 - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - h. Only all-weather flags may be displayed during inclement weather.
 - i. Flags must be no larger than 3'x5' in size.

- j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
 - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.
4. **Materials and Appearance of Flag Mounts and Flagpoles.** A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the Architectural Committee) used in the construction of the mount or flagpole and harmonious with the dwelling.
5. **Additional Requirements for Flagpoles.** The following additional requirements shall apply to flagpoles installed on Lots:
- a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and must comply with all setback requirements;
 - e. Unless otherwise approved by the Architectural Committee, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The Architectural Committee may require the pole to be installed on a particular side or otherwise require a particular location;
 - f. No trees may be removed for pole installation; and
 - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
6. **Lighting of Flag Displays.** Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
7. **Maintenance.** An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all times at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

SECTION II. **SOLAR ENERGY DEVICES**

1. **Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. **Prior Approval Required.** An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Architectural Committee. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.

3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:
- a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the Architectural Committee; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Architectural Committee may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
 - b. be located only on the back of the home – the side of the roof opposite the street. The Architectural Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Additional provisions regarding shingles. Except as otherwise authorized in writing by the AC or Board, provided that the proposed shingles otherwise comply with any other applicable requirements of the dedicatory instruments, the AC will not deny an application for shingles if the shingles are:
- a. Designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. 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
 - iii. match the aesthetics of the property surrounding the Owner's property.

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the Architectural Committee of all energy production calculations. All calculations must be performed by an industry professional.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. **Pre-Approval Required.** Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
2. **Prohibited Locations.** Owners are prohibited from installing rain barrels or rainwater harvesting systems, or any part thereof, in the following locations:
 - a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. **Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems.** Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the Architectural Committee.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. **Color and Other Appearance Restrictions.** Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
 - a. are of a color other than a color consistent with the color scheme of the Owner's home;
 - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. **Additional Restrictions if Installed in Side Yard or Improvements are Visible.** If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

SECTION IV. RELIGIOUS DISPLAYS

1. **General.** State statute allows Owners to display certain religious items in the Owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an Owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
2. **Prohibited Items.** No religious item(s) displayed in an entry area may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.

3. Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.
5. Other displays. Non-religious displays in the entry area to an Owner's dwelling and all displays (religious or otherwise) outside of the entry area to an Owner's dwelling are governed by other applicable governing document provisions.

SECTION V. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page

- b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has no obligation to provide information of the following types:
- a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the Owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

SECTION VI. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
- a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION VII. PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.
- Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) only if:
- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;

- b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the Owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months. (See also Paragraph 6 for Board discretion involving term lengths.)
- b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The association may require ACH (automated/auto debit) payments under any plan.
- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
- d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest in the amount of 10%, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the Owner is complying with all terms of a payment plan.
- e. Contact information. The Owner will provide relevant contact information and keep same updated.
- f. Additional conditions. The Owner will comply with such additional conditions as stated in the plan document.
- g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an

alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION VIII. VOTING

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

SECTION IX. TRANSFER FEES

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by any managing agent of the Association. The fee for issuance of a resale certificate as of the date of adoption of this rule is \$100. The board may change such fee by board resolution at any time. Any other related documents requested of the Association will be provided at the Association's discretion and for an additional fee determined by the Association on a case-by-case basis.

It is the Owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing Owner and will be assessed to the Owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new Owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or any managing agent, and may be equivalent to the resale certificate fee or in any other amount.

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

SECTION X. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service, or to utilize an email registration vehicle of the Board's choosing, in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

SECTION XI. WATER, PROPANE AND SEPTIC TANKS; OTHER EQUIPMENT

1. Water Tanks. Any tank (water, propane, septic, or other tank-type structure), and any equipment such as pool pumps and water well or septic equipment located on a Lot must be kept wholly within an approved, fully-enclosed structure or appropriately screened from view so that the item is not visible from adjoining property or private or public roads. Prior approval must be received from the Architectural Committee for all enclosures or screening structures.

SECTION XII. HUNTING PROHIBITED

1. Hunting Prohibited. Per Section 3.08 of the Declaration, all hunting is prohibited on the Property subject to the Declaration.

*****No shooting of firearms of any kind is allowed in the community except as expressly authorized below*****

2. Herd culling. Under the Association's Wildlife Management Plan, as administered by the Board, culling of deer herds is required from time to time. The Association may solicit volunteers for any culling efforts. Owners meeting the qualifications outlined herein are encouraged to volunteer.

Only residents of the community, or professional hunters/cullers retained by the Association, may act as cullers (no guests). All cullers must have completed the Texas Parks and Wildlife Department's hunter education course, and must show proof of his or her certificate of completion of such course. The Association may dictate the time, place, and hours of all culling activity. No shooting, including culling, of any kind is allowed except as expressly pre-authorized in writing by the Board. Cullers may only use bullets of a .22 caliber or less. No handguns of any kind are allowed to be used.

SECTION XIII. ACCESS GATES

1. **Access Gate.** No one may enter the Property except by passing through an electronic access gate that opens upon the entry of a code. Each person, party, or vehicle entering the Property must separately enter the code to gain entry. When entering through the access gate, residents may not allow any other person, party, or vehicle to "piggyback" entry behind them without separately entering the code.

SECTION XIV. ASSESSMENT COLLECTION AND ENFORCEMENT

Summary of Collection Process

1. Assessments due within 30 days of due date (or invoice date if no due date stated)
2. Interest at 18% charged as of date of delinquency
3. Late fee assessed in an amount of \$50
4. Courtesy notice sent via email or mail, giving 30 days to pay
5. Certified mail notice sent providing final warning/notice as required by statute
6. Account turned over to attorney for formal collection action

The Board may vary from this policy on a case by case basis, including shortening or lengthening time periods for payment or eliminating or providing additional courtesy notices, provided that all statutory notice requirements are met.

Summary of (Non-Monetary Violation) Enforcement Process

1. Courtesy letter
2. Certified mail notice letter (statutory notice letter)
3. Damage assessments as appropriate; fines levied as appropriate per fining schedule

The Board may vary from this policy on a case by case basis, including increasing or decreasing fines, sending additional, or omitting, courtesy notices, and other such variations, provided that all statutory notice requirements are met.

Collection policy:

1. **Purpose.** The Board desires to adopt a standardized Assessment Collection and Enforcement policy to set forth its determinations on such issues.
2. **Scope.** This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. **The Policy.**
 - a. **Introduction.** The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Association residents and the protection of property

values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection and Enforcement Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including assessments, fees, interest, costs, and attorney's fees (Declaration §7.06). The Association further has a lien for all costs of self-help remedies (Declaration §5.04(e)).

- b. Due Dates. All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
- c. NSF Fees. Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the Board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
- 4. Delinquency/Collection. Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:
 - a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 18% per annum, until paid in full. In addition to interest, a late fee of \$50 (or other amount as determined from time to time by the Board) may be assessed. The Owner is responsible for all costs of collection including attorneys fees.
 - b. Courtesy Notice of Delinquency. Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately – no later than 30 days after the date of the letter.
 - c. Final Letter After Courtesy Notice. If payment in full or other mutually-satisfactory payment arrangements are not made promptly in response to the courtesy notice, the Association shall send notice via certified mail, return receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the Owner a final 30 days to cure the delinquency prior to the account being turned over to an attorney.)
 - d. Formal Collection Action. After the expiration of the 30-day cure period provided by law (§209.0064, Texas Property Code), the account shall be turned over to the Association's attorney to initiate formal collection action. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements.

The Board of Directors of the Association is charged with the duty of overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay. This standardized collection policy is in the best interest of ensuring that collection procedures are applied consistently.

- e. Authority to Vary from Policy. In handling Delinquent amounts due, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.
 - f. Payment plans. Payment plans shall be offered as described in the Association's payment plan rule.
 - g. Managing agent authorization. If Association has engaged the services of a management company for the Association, to perform day-to-day administrative tasks on behalf of the Association, the management company is granted authority to carry out this policy including to communicate with legal counsel retained by the Association and to authorize collection work by such legal counsel on behalf of the Association, without further vote or action of the Board. This authority notwithstanding, the management company representative shall communicate with the Board and/or certain designated officers on a routine basis with regard to collection actions, and the Board reserves the right to establish further policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate.
5. Non-monetary violations.
- a. Notices of Violation: Prior to levying a property damage assessment against an Owner, fining an Owner, or suspending the Owner's usage rights to the common area due to a violation, the Association shall comply with the notice requirements of Ch. 209, Texas Property Code.

Any management company shall, upon becoming aware of a violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved in response to a courtesy letter, the management company shall send a letter certified mail, return receipt requested giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.²

The Board may deviate from this standard procedure, including omitting or adding courtesy warning(s), in its sole discretion.
 - b. Damage assessment; enforcement costs. The Association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees. The Owner may be held responsible for all enforcement costs, including attorney's fees.
 - c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), or if a notice and opportunity to cure have been given for a similar violation within the last six months (so that there is no additional right to cure) a fine shall automatically levy in the amount of \$25 unless otherwise determined by the Board (for example, the Board may vary from this fine schedule case by case, or the Board may adopt an alternate fine schedule by resolution). Fines may be issued on a one-time basis or in the event of an ongoing violation, may be issued daily for each day of the violation (each day of the violation may be considered a separate violation). Subsequent fines shall issue in increasing \$25 increments (capped at \$100) for each additional

² If such a notice has been given in past for a violation, and a similar violation occurs in the six month period since the notice, per state law the notice sent need not include an opportunity to cure.

violation notice given when the violation remains. For example, absent Board approval otherwise:

- i. First notice: courtesy warning
- ii. Second notice: certified mail letter (per Property Code Ch. 209) warning of fine
- iii. Third notice: \$25 fine (daily or one-time)
- iv. Fourth notice: \$50 fine (daily or one-time)
- v. Fifth notice: \$75 fine (daily or one-time)
- vi. Sixth notice: \$100 fine (daily or one-time)
- vii. Subsequent notices: \$100 fine (daily or one-time)

Each day of the violation may be considered a separate violation. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine at any time, or omitting or adding one or more courtesy notices, in its sole discretion, provided that at minimum all state law requirements are met.

- d. Hearings. If a Member requests a hearing by the deadline outlined in the certified mail (Chapter "209") violation letter, the hearing shall be held in accordance with state law. The Board shall inform the Owner of the time, date, and place of the hearing at least 10 days prior to the scheduled hearing date. The Board may impose rules of conduct and limit the amount of time allotted to a Member to present his or her information to the Board at any such hearing. The Board may either make its decision at the hearing, or take any matter discussed at the hearing under advisement and communicate its decision at a later date.
- e. Force mows and other self-help enforcement action. Notwithstanding other language herein, the management company, Association attorney, or other authorized agent of the Association is granted authority to carry out force mow or self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration or other governing documents. (Declaration §5.04(e)).
- f. Authority of agents. The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

SECTION XV. SWIMMING POOLS

1. Pool Surfaces and Above Ground Pools. No above ground pools are allowed on the Property (Declaration §3.07). Any pool with walls or sides extending higher than 4 feet above the grade in any area will be considered a prohibited above ground pool. Any portion of an allowed pool with walls or sides extending more than 6" above the grade in any area must be covered in masonry approved by the Architectural Committee. The Committee may in its discretion require masonry to be stone or brick. All pools must have a gunite pool surface (fiberglass or other materials are not allowed.)

SECTION XVI. VEHICLES

1. Vehicles. In accordance with Declaration Section 3.13, no trailers, graders, trucks (other than pickups), boats, tractors, campers, recreational vehicles, wagons, buses, motorcycles, or garden maintenance equipment may remain on any Lot so as to be visible from adjoining property or public or private thoroughfares, except when in actual use. When not in actual use, these vehicles must be kept in approved, wholly-enclosed structures or screened from the view of a road and/or an adjacent Lot. All screening structures must receive prior approval of the Architectural Committee.

SECTION XVII. CONSTRUCTION AND ALTERATIONS

*****Any Construction or Alteration, including color or material changes, requires prior approval*****

All Improvements, including an alterations to existing improvements, require prior approval from the Architectural Committee (Declaration §3.07). "Improvements" include every structure of any kind, including buildings, outbuildings, sheds, barns, patios, tennis courts, pools, garages, fences, walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior AC equipment, water softener equipment, pumps, tanks, reservoirs, pipes, lines, meters, antenna, and utility pipes, lines, etc.

Fileserver:CLIENTS:Hidden Creek:RuleAmend2011Leg&OthersCH4-14-13.doc

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



SEP 23 2013

Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

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 20 2013



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS
COUNTY OF BLANCO

132924

Filed this 23rd day of Sept 2013
1:37 P.M.

Certificate of Filing
Certificate of Amendment
Office of the Secretary of State of Texas
Corporations Section, Business & Public Filings Division

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Aura M. Valle Deputy

Re.

Hidden Creek Ranch Owners Association, Inc.,
File No. 800286768

(formerly Hidden Creeks Ranch Owners Association, Inc.)

Document References:

Reference is hereby made to a Document CERTIFICATE OF AMENDMENT filed of record August 27, 2013, in the *Office of the Secretary of State Texas, Corporations Section* (the Amendment), filed by Hidden Creek Ranch Owners Association, Inc., (the Association or the Corporation), (formerly Hidden Creeks Ranch Owners Association, Inc.)

and to a Document ARTICLES OF INCORPORATION OF HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC., filed of record December 31, 2003, in the *Office of the Secretary of State of Texas, Corporations Section* (the Corporate charter)

Reference is also hereby made to a Document 132402 "Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch" (the Declaration) filed of record August 5, 2013 in Volume 476, pages 0873 through 0866 of the official Public Records of *Blanco County, Texas*,

and to a Document #04011817 "Amended and Restated Declaration of Covenants, Conditions, and Conditions for Hidden Creek Ranch" (the Declaration) filed of record April 29, 2004, in Volume 2451, pages 818 through 830 of the Official Public Records of *Hays County, Texas*.

WHEREAS the Declaration provides that Owners of lots subject to the Declaration are automatically made members of Hidden Creek Ranch Owners Association, Inc. (the Association);

WHEREAS the Declaration amends the name of the property to HIDDEN CREEK RANCH (the Property);

WHEREAS the Association, acting through its Board of Directors (the Board), is authorized to adopt, modify, amend, rescind and nullify rules and regulations governing the Property, subject to the Declaration and the operation of the Association pursuant to Article V, Section 5.04 (a) of the Declaration and/or Texas State Law; and

WHEREAS the Board has voted to amend the name of the Association (Corporation) to:

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

according to the Certificate of Amendment, file number 800286768 filed August 27, 2013, in the Office of the Secretary of State of Texas, Corporations Section,

AND to amend the Registered Agent/Registered Office to:

Thomas H. Mitchell (Registered Agent)
424 Hidden Creek Drive (Registered Office Address)
Dripping Springs, Texas 78620

After recording, please return to:

Thomas H. Mitchell
President
Hidden Creek Ranch Owners Association, Inc.
424 Hidden Creek Drive
Dripping Springs, Texas 78620

VOL 481 PAGE 0462

Attachments:

Certificate of Filing of Hidden Creek Ranch Owners Association, Inc., Certificate of Amendment, filed in the Office of the Secretary of State of Texas, Corporations Section, August 27, 2013, and

Articles of Incorporation of Hidden Creeks Ranch Owners Association, Inc., filed in the Office of the Secretary of State of Texas, Corporations Section, December 31, 2003

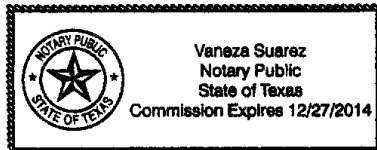
HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

Signature: [Signature]
Printed Name: THOMAS H. MITCHELL
Title: PRESIDENT

ACKNOWLEDGEMENT

State of Texas
County of Hays

This instrument was executed before me on the 23rd day of September, 2013,
by Thomas H. Mitchell in the capacity stated above.



[Signature]
Notary Public, State of Texas



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

**Hidden Creek Ranch Owners Association, Inc.
800286768**

[formerly: Hidden Creeks Ranch Owners Association, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 08/27/2013

Effective: 08/27/2013



A handwritten signature of John Steen in black ink.

John Steen
Secretary of State

VOL 48 | PAGE 0464

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

FILED
In the Office of the
Secretary of State of Texas

AUG 27 2013

Corporations Section

Entity Information

The name of the filing entity is:

Hidden Creeks Ranch Owners Association, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| ☐ For-profit Corporation | ☐ Professional Corporation |
| ☒ Nonprofit Corporation | ☐ Professional Limited Liability Company |
| ☐ Cooperative Association | ☐ Professional Association |
| ☐ Limited Liability Company | ☐ Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 800286768

The date of formation of the entity is: December 31, 2003

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Hidden Creek Ranch Owners Association, Inc. (Creek is now singular - this is the only change)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The registered agent is an individual resident of the state whose name is:

Thomas	H.	Mitchell	
First Name	M.I.	Last Name	Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

424 Hidden Creek Drive	Dripping Springs	TX	78620
Street Address (No P.O. Box)	City	State	Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 8/27/2013

By: _____

Michael P. Booker
Signature of authorized person

Michael P. Booker
Printed or typed name of authorized person (see instructions)

DEC 31 2003

Corporations Section

ARTICLES OF INCORPORATION
OF
HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

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

ARTICLE I

The name of the corporation is Hidden Creeks Ranch Owners Association, Inc., hereinafter sometimes called the "Corporation" or the "Association".

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

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

ARTICLE VIII

The name and street address of the incorporator is:

NAME

ADDRESS

James M. Butler

P.O. Box 718
Dripping Springs, TX 78620

ARTICLE IX

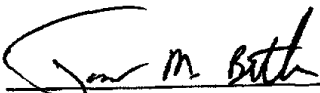
The affairs of the Association shall be managed by an initial board of directors consisting of three individuals, who need not be members of the Association. The Board shall fulfill all the functions of, and possess all powers granted to, boards of directors of non-profit corporations pursuant to the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

NAME	ADDRESS
Robert E. Peerman, Sr.	12020 US 290 West Austin, Texas 78737
Robert E. Peerman, Jr.	12020 US 290 West Austin, Texas 78737
Knox Williams	12020 US 290 West Austin, Texas 78737

ARTICLE X

The address of its initial registered office is 12020 US 290 West, Austin, Texas 78737 and the name of its initial registered agent at such address is Robert E. Peerman, Jr..

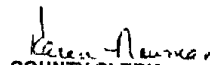
IN WITNESS WHEREOF, I have hereunto set my hand, this 30 day of December
2003.


Incorporator

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

SEP 23 2013




COUNTY CLERK
BLANCO COUNTY, TEXAS

141177

MANAGEMENT CERTIFICATE

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

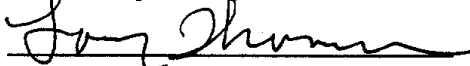
The undersigned, being an officer of the Hidden Creek Ranch Owners Association, Inc. (the Association), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify the following:

1. The name of the subdivision is Hidden Creek Phase 1 (the "Subdivision Development").
2. The name of the Association is Hidden Creek Ranch Owners Association, Inc. (the "Association").
3. The recording data for the Subdivision Development is as follows: Hidden Creek Phase One., a subdivision of record in Hays and Blanco Counties, Texas, according to the map or plat thereof, recorded in Volume 8, Pages 361-364, plat records Hays County, Texas, and Volume 1, Pages 270-273, plat records, Blanco County, Texas.
4. The recording data for the declaration applicable to the Subdivision Development is as follows: Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document no. 04011817, Vol. 2451, Page 818-830, Official Public Records of Hays County, Texas and Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document No. 132402, Vol. 478, Pages 0873-0886, Official Public Records of Blanco County, Texas.
5. The name and mailing address of the Association is Hidden Creek Ranch Owners Association, Inc., 1178 Hidden Creek Drive, Dripping Springs, Texas, 78620.
6. The name and mailing address of the person managing the Association is Larry Thompson, Board Member, Hidden Creek Ranch Owners Association, 1178 Hidden Creek Drive, Dripping Springs, Texas 78620.

This Management Certificate is effective as of the 14 day of May, 2014.

Filed this 14th day of May 2014
9:37 AM
KAREN NEWMAN
County Clerk, Blanco County, Texas
By: Juan Nalle Deputy

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation

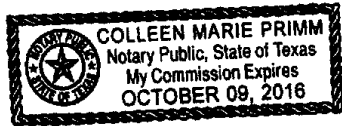


BY: Larry Thompson
ITS: Board Member

STATE OF TEXAS §

COUNTY OF HAYS AND BLANCO §

This instrument was acknowledged before me on 12 day of May, 2014, by Larry Thompson, Board Member, Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Colleen Marie Primm
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Larry Thompson

Larry Thompson, Board Member
Hidden Creek Ranch Owners Association, Inc.
1178 Hidden Creek Drive
Dripping Springs, Texas 78620

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

MAY 14 2014



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 491 PAGE 0529

141429

Filed this 9th day of June 2014
8:20A M

STATE OF TEXAS

§

COUNTY OF HAYS AND BLANCO

§

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Camie Despain Deputy

BYLAWS

OF

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Creek Ranch, filed as Document No. 132402, Vol. 478, Pages 0873-0886 in the Official Public Records of Blanco County, Texas and as Document no. 04011817, Vol. 2451, Pages 818-830, Official Public Records of Hays County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

WHEREAS the Declaration provides that Owners of lots subject to the Declaration are automatically made members of Hidden Creek Ranch Owners Association, Inc. (the "Association");

THEREFORE these Bylaws are hereby filed of record and certified as authentic and correct.

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature: Michael P. Booker
Printed Name: Michael P. Booker
Title: Director 685 Hidden Creek Drive
Dripping Springs, TX 78620

Exhibit "B" Consent to Action Taken in Lieu of Meeting
Exhibit "A" Bylaws

Acknowledgement

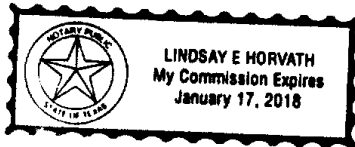
STATE OF TEXAS

§

COUNTY OF HAYS AND BLANCO

§

This instrument was executed before me on the 10th day of June, 2014, by
Michael P. Booker in the capacity stated above.



Lindsay E. Horvath
Notary Public, State of Texas

June 6, 2014

I, Michael P. Booker, Director, Hidden Creek Ranch Owners Association, Inc., a non-profit corporation, do hereby certify that the attached document, Bylaws of Hidden Creek Ranch Owners Association, is a true and accurate copy and was adopted by the Association's Board of Directors on December 31, 2003.

I further certify that said document has not been rescinded, amended, or modified and is in full force and effect when filed.

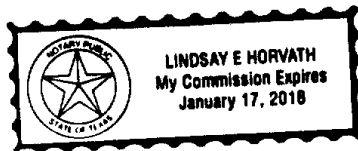
Michael P. Booker
Michael P. Booker
Director
Hidden Creek Ranch Owners Association, Inc.

Acknowledgement

STATE OF TEXAS §
COUNTY OF HAYS AND BLANCO §

This instrument was executed before me on 6th day of June, 2014, by Michael P. Booker in the capacity stated above.

Lindsey G. Lavath
Notary Public, State of Texas



CONSENT TO ACTION TAKEN IN LIEU OF
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS
OF HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

Pursuant to the Texas Business Corporation Act, the undersigned, being the initial directors of Hidden Creeks Ranch Owners Association, Inc., a Texas corporation (the "Company"), and in lieu of an organizational meeting of directors, the call of which is expressly waived, do hereby consent to the adoption of the following corporate resolutions without the necessity of a formal meeting therefore:

RESOLVED, that the Articles of Incorporation which have been filed are hereby in all respects approved as filed in the office of the Secretary of State of the State of Texas on December 31, 2003, and the Secretary is hereby instructed to file in the Company's minute book the Company's Articles of Incorporation;

RESOLVED, that the by-laws attached hereto as Exhibit A are hereby adopted as the by-laws of the Company;

RESOLVED, that the number of directors of the Company shall be three;

RESOLVED, that the following person is hereby elected to the office of the Company set forth before his respective name to serve until his respective successors are chosen and qualify:

President

Secretary, Treasurer

Robert Peerman

RESOLVED, that the President and the Secretary or an Assistant Secretary are authorized to open an account in the name of the Company in a financial institution that the President may select;

RESOLVED, that the proper officers of the Company are authorized and directed to execute such signature cards and other documents in connection with such account as may be necessary or advisable;

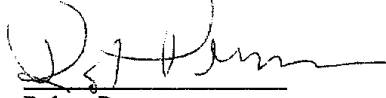
RESOLVED, that the fiscal year of the Company shall be determined by the Board of Directors of the Company;

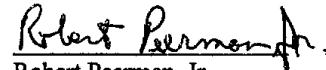
RESOLVED FURTHER, that in addition to and without limiting the forgoing, the officers of the Company are and each of them hereby is authorized and directed to take, or cause to be taken, such further action and to execute and deliver, or cause to be executed or delivered, in the name and on behalf of the Company, all such further documents and instruments as any proper officer may deem to be necessary or advisable in order to effect the purpose and intent of the forgoing resolutions and to be in the best interests of the Company, as conclusively evidenced

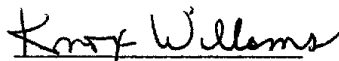
by the taking of such action or the execution and delivery of such instruments, as the case may be, by or under the direction of any authorized officer, and all action heretofore taken by the officers of the Company in connection with the subject of the foregoing resolutions is hereby ratified, confirmed and approved in all respects.

Dated as of the 31st day of December, 2003.

INITIAL DIRECTORS:


Robert Peerman


Robert Peerman, Jr.


Knox Williams

BY LAWS OF
HIDDEN CREEKS RANCH OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND DEFINITIONS

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

1.02. Declaration and Subdivision. The activities of the Association shall be regulated in part by the Declaration of Covenants, Conditions and Restrictions recorded the Real Property Records of Hays County, a copy of which is attached hereto as Exhibit "A" (hereinafter referred to as the "Declaration") and the Plat of Hidden Creeks Ranch Subdivision (the "Subdivision") recorded in the Plat Records of Hays County, Texas, as amended from time to time.

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

ARTICLE II
APPLICABILITY OF BYLAWS

2.01. Subdivision Applicability. The provisions of these Bylaws are applicable to the Subdivision.

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

ARTICLE III
OFFICES

3.01. Principal Office. The principal office of the Association shall be located at 12020 Hwy 290 West, Austin, Hays County, Texas 78737.

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

ARTICLE IV
QUALIFICATIONS FOR MEMBERSHIP

4.01. Membership. The membership of the Association shall consist of all the owners (the "Owners") of the lots (the "Lots") within the Subdivision. Each Owner shall become a member ("Member") of the Association upon the organization of the Association, thereafter, a successor in interest to a Lot shall automatically become a Member and shall remain such for as long as such ownership continues. Such membership shall be appurtenant to and pass with the title of any Lot and may not be in any manner alienated or encumbered except as an appurtenance thereto as part and parcel thereof; provided, however, that no such change of ownership shall be effective for voting purposes, unless and until the Association is given actual notice and is provided satisfactory proof thereof. When more than one person holds an interest in any Lot, all such persons shall be Members.

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

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

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

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

ARTICLE V
VOTING RIGHTS

5.01. Voting. Each Member shall have as many votes as such Member has whole acres of land in the Subdivision, all as more fully described in the Declaration.

5.02. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.03. Quorum. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least ten (10) percent of the votes that may be cast at any meeting shall constitute a quorum for any action, except as otherwise provided in the Declaration. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting from time to time without further notice.

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

ARTICLE VI MEETINGS OF MEMBERS

6.01. Annual Meetings. The annual meeting of the Members of the Association shall be held on the first Friday of July of each succeeding calendar year at the hour of 6:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday (excluding Saturday and Sunday).

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

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

6.04. Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice not less than ten (10) days nor more than sixty (60) days before such meeting to each Member entitled to vote at such meeting, addressed to Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, with postage prepaid, addressed to the Member. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, or when required by statute or the Declaration, the nature of the business to be undertaken. However, if all of the Members shall meet at any time and place, and

consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any action may be taken.

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

ARTICLE VII BOARD OF DIRECTORS

7.01. Number. The affairs of this Association shall be managed by a Board of Directors consisting of three persons, all of whom must be Members of the Association.

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

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

7.04. Vacancies. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of his predecessor.

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

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

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

ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE IX MEETINGS OF DIRECTORS

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

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

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

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

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

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

ARTICLE X OFFICERS

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

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

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

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

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

ARTICLE XI PRESIDENT

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

11.02. Duties. The President shall:

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

ARTICLE XII VICE-PRESIDENT

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

12.02. Duties. The Vice-President shall:

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

ARTICLE XIII SECRETARY

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

13.02. Duties. The Secretary shall:

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

ARTICLE XIV TREASURER

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

14.02. Duties. The Treasurer shall:

(a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;

(b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;

(c) Disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures;

(d) Prepare and distribute the financial statements for the Association required by the Declaration.

ARTICLE XV BOOKS AND RECORDS

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

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

ARTICLE XVI AMENDMENT

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

ARTICLE XVII ASSESSMENTS

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

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

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

17.04. Default. When any Member shall be in default in the payment of dues, a lien may be placed upon the Member's Lot (or Lots) pursuant to the Declaration.

ARTICLE XVIII MISCELLANEOUS

18.01. Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice-President.

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

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

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

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

Effective as of December 31, 2003.

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 09 2014



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 492 PAGE 0184

142148

Filed this 26th day of Aug 2014
12:50 P.M.

STATE OF TEXAS

§

COUNTY OF HAYS AND BLANCO

§

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Karen Newman Clerk

AMENDED AND RESTATED BYLAWS

OF

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Creek Ranch, filed as Document No. 132402, Vol. 478, Pages 0873-0886 in the Official Public Records of Blanco County, Texas and as Document no. 04011817, Vol. 2451, Pages 818-830, Official Public Records of Hays County, Texas (together with all amendments and supplemental documents thereto, the "Declaration"). Bylaws filed as Hays County Document No. 14015888, Vol. 4940, pg. 447-460 and Blanco County Document No. 141429 Vol. 492, pg. 772-784.

WHEREAS the Declaration provides that Owners of lots subject to the Declaration are automatically made members of Hidden Creek Ranch Owners Association, Inc. (the "Association");

WHEREAS the Association has previously adopted Bylaws and has recently adopted amendments to the Bylaws by owner vote under authority of Bylaw Article XVI; and the Declaration, Article 5.04.

THEREFORE these **Amended and Restated Bylaws** are hereby filed of record to replace and supersede all previously adopted Bylaws.

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:

Printed Name: Larry Thompson

Title:

President / Director

Exhibit "A" Amended and Restated Bylaws of HCROA, Inc.

Acknowledgement

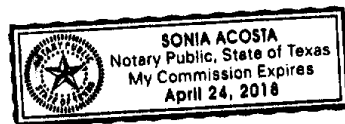
STATE OF TEXAS

§

COUNTY OF HAYS ~~and BLANCO~~

§

This instrument was executed before me on the 26 day of August, 2014, by
Larry F. Thompson in the capacity stated above.



[Signature]
Notary Public, State of Texas

**AMENDED AND RESTATED BYLAWS
OF
HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.**

EXHIBIT A

**ARTICLE I
NAME AND DEFINITIONS**

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

1.02 Declaration and Subdivision. The activities of the Association shall be regulated in part by the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the Declaration) recorded in the Real Property Records of Hays County and Blanco County, Texas, and the Plat of Hidden Creek Ranch Subdivision (the "Subdivision") recorded in the Plat Records of Hays County, Texas, as amended from time to time.

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

**ARTICLE II
APPLICABILITY OF BYLAWS**

2.01 Subdivision Applicability. The provisions of these Bylaws are applicable to the Subdivision.

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

**ARTICLE III
OFFICES**

3.01 Registered Office. The Association shall have and shall continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Business Organizations Code. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE IV
QUALIFICATION FOR MEMBERSHIP

4.01 Membership. The membership of the Association shall consist of all the owners (the "Owners") of the lots (the "Lots") within the Subdivision. Each Owner shall become a member ("Member") of the Association upon the organization of the Association, thereafter, a successor in interest to a Lot shall automatically become a Member and shall remain such for as long as such ownership continues. Such membership shall be appurtenant to and pass with the title of any Lot and may not be in any manner alienated or encumbered except as an appurtenance thereto as part and parcel thereof; provided, however, that no such change of ownership shall be effective for voting purposes, unless and until the Association is given actual notice and is provided satisfactory proof thereof. When more than one person holds an interest in any Lot, all persons shall be Members.

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

4.03 Additional Qualifications. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Association's Articles of Incorporation, the Declaration, the Bylaws, the rules and regulations of the Association, or the Board of Directors of the Association (the "Board"). Transfer fees may be charged in an amount determined by the Board. Transfer fees not collected at the time of property transfer/closing may be assessed to the Owner in the annual property assessment.

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

ARTICLE V
VOTING RIGHTS

5.01 Voting. Each Member shall have as many votes as described in Article 5.03 (Voting Rights) of the Declaration.

5.02 Proxies. At all meetings of Members, each Member may vote in person, by proxy, or as otherwise provided by state law. All proxies shall be in writing and filed with the Secretary

of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of his Lot, or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy. Absentee ballots count toward quorum (only) for the purpose of establishing quorum for the votes cast on the absentee ballot.

5.03 Quorum. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 20 percent of the votes that may be cast in any meeting shall constitute a quorum for the purpose of doing business, except as otherwise provided in the Declaration. For voting purposes, a majority of Members (in person, by proxy, or by electronic/absentee ballot) are required to constitute a quorum. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting from time to time without further notice, and after giving notice in accordance with Section 6.04 herein, may reconvene the meeting, and those present in person, by proxy or by electronic/absentee ballot at such meeting shall be deemed to constitute a quorum.

5.04 Required Vote. The vote of the majority of votes cast at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute, these Bylaws or the Declaration. Cumulative voting is not permitted in any vote/election.

ARTICLE VI MEETINGS OF MEMBERS

6.01 Annual Meetings. The annual meeting of Members of the Association shall be held at a date and time determined by the Board.

6.02 Special Meetings. Special Meetings of the Members may be called by the President, or the Board, or the Board shall call a Special Meeting upon the presentation of a written petition to the Board by Members representing at least 51 percent of the total voting power of the Association. Members representing at least 51 percent of the total voting power of the Association may call a Special Meeting without action by the Board in accordance with the Texas Business Organizations Code.

6.03 Place. Meetings of the Members will be held at a place designated by the Board in writing.

6.04 Notice of Meetings. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by electronic mail to the last known email address(es) of the Owner(s), or by hand delivery to the last known physical address(es) of the Owner(s), or by delivering a copy of such notice via U.S. Postal Service (certified mail). Notice shall be provided at least 10 and not more than 60 days before such meeting to each Member. If mailed, the notice of a meeting shall be deemed to be delivered

when deposited in the United States mail, with postage prepaid, addressed to the Member. Such notice shall specify the place, day, and hour of the meeting and, in the case of a Special Meeting, or when required by statute or the Declaration, the nature of the business to be undertaken. However, if all the Members shall meet at any time and place, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any action may be taken.

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

ARTICLE VII BOARD OF DIRECTORS

7.01 Number. The affairs of this Association shall be managed by a Board of Directors consisting of three persons, all of whom must be Members of the Association. All votes taken by the Board on matters of the Association are cast individually by each Director (for a total of three votes); officers shall cast no additional votes in such capacity.

7.02 Term. Directors shall be elected at the annual meeting of the Members and shall hold office for a term of two (2) years and until their successors are elected and qualified. Terms of Directors shall be staggered whenever possible. Any Director holding office at the time these Bylaws are filed shall hold office for two years from the date of their election (or, in the case of appointed replacement Directors, the date of the election of their predecessors).

7.03 Removal. Directors may be removed from office with or without cause by a majority vote of the Members of the Association. In addition, any Director who misses three (3) consecutive Board meetings shall automatically be removed from the Board and such position vacated until the Board elects a successor to serve in this capacity for the balance of the term.

7.04 Vacancies. In the event of a mid term vacancy on the Board, a Board Member may be appointed by the Board to fill the vacancy on the Board. A Board Member appointed to fill a vacant position shall serve for the remainder of the unexpired term of the position. Any Board Member whose term has expired must be elected by Owners who are Members of the Association.

7.05 Compensation. Directors shall not receive compensation for services rendered to the Association. However, a Director may be reimbursed by the Board for actual expenses incurred by him in the performance of his duties and shall be indemnified to the fullest extent permitted by Chapter 22, Texas Business Organizations Code.

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

Conditions and Restrictions), these Bylaws, and applicable State Laws and Regulations. The Board will operate in a transparent manner, be responsive to the Members, hold periodic meetings which are open to the Membership and keep the Membership informed of all actions taken.

ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

8.01 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members or by electronic means prior to the meeting.

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

ARTICLE IX MEETINGS OF DIRECTORS

9.01 Regular Meetings. Regular meetings of the Board of Directors shall be held from time to time as determined by the President or by vote of the Board.

9.02 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President.

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

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

9.05 Notice of Board Meetings; Open Meetings. Notice of Board Meetings shall be provided to the Members in accordance with the applicable state law (TPC 209.0051) requirements. The Board may undertake certain routine or administrative matters to the extent allowed by state law without notice to the Members, by conference call meeting or unanimous consent in lieu of meeting. Meetings of the Board shall be open to all Members of the Association to the extent required by state law. Provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the Board. Notice of any Board meeting shall be given to all Directors in person or via phone, email, fax or mail at least 72 hours and no more than 15 days prior to the meeting. The notice shall specify the time and place of the meeting.

9.06 Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature, as further provided by state statute. The nature of any and all business to be considered in executive session shall first be announced in open session. Following an executive session, any decision made in executive session must be summarized orally in general terms, including any expenditures approved, and recorded in the minutes.

ARTICLE X OFFICERS

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

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

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

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

10.05 Compensation. The Officers shall not receive compensation for services rendered to the Association., however, Officers shall be indemnified to the fullest extent permitted by Chapter 22, Texas Business Organizations Code.

ARTICLE XI PRESIDENT

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

11.02 Duties. The President shall:

- (a) Preside over all meetings of the Members and of the Board;

(b) Sign as President all deeds, contracts, mortgages, bonds and other instruments in writing which have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser officer;

(c) Call meetings of the Board whenever he deems necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days;

(d) Have, subject to advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him by the Board;

(e) File an updated Management Certificate at Hays and Blanco Counties within 30 days of being elected to the Board of Directors;

(f) File an updated Form 401, Statement of Change of Registered Office/Agent with the Secretary of State whenever a change of Registered Office/Agent is necessary;

(g) Seek the advice and consent of other members of the Board on all decisions of the Board. Consent of two Board Members is required for such actions;

(h) Ensure Periodic Reports to the Secretary of State are submitted when required.

ARTICLE XII SECRETARY

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

12.02 Duties. The Secretary shall:

(a) Keep records of all meetings and proceedings of the Board and of the Members;

(b) Keep the seal of the Association, if any, and affix it on all papers requiring said seal;

(c) Service such notices of meetings of the Board and the Members required either by law or these Bylaws;

(d) Keep appropriate current records showing the Members of this Association together with their addresses;

(e) Sign as Secretary all deeds, contracts, mortgages, bonds and other instruments

in writing which have been first approved by the Board if said instruments require a second Association signature, unless the Board has authorized another officer to sign in the place and stead of the Secretary by duly adopted resolution;

(f) Maintain documents and records in accordance with the Association Document Retention Policy;

(g) Produce and copy documents and records in accordance with the Association Records Production and Copying Policy.

ARTICLE XIII TREASURER

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

13.02 Duties. The Treasurer shall:

(a) Receive and deposit in such bank or banks as the Board may from time to time direct, all of the funds of the Association;

(b) Be responsible for, and supervise the maintenance of, books and records to account for such funds and other Association assets;

(c) Disburse and withdraw such funds as the Board may from time to time direct, and in accordance with prescribed procedures;

(d) Prepare and distribute annual budget/financial statements for the Association as required by the Declaration;

(e) Ensure a Federal Tax Return is filed annually;

(f) Ensure Franchise Tax Reports/fees are filed annually;

(g) Ensure property taxes are paid annually;

(h) Assist the President of the Board in filing Periodic Reports with the Secretary of State, when required.

ARTICLE XIV WILDLIFE MANAGEMENT COORDINATOR

14.01 The Board will appoint a Wildlife Management Coordinator who shall report to the

Board and who will perform the Hidden Creek Ranch Wildlife Management Cooperative activities in accordance with the Declaration Article 5.05.

14.02 Duties. The Wildlife Management Coordinator shall:

(a) Coordinate an Annual Breeding Bird Census and distribute results to the Board and the Membership;

(b) Act as the primary point of contact with the Hays/Blanco County Wildlife Appraisers to promote wildlife management practices within the Cooperative;

(c) Assist and help educate Members of the Cooperative to achieve desired wildlife management outcomes;

(d) Maintain books and records of the Hidden Creek Ranch Wildlife Management Cooperative.

ARTICLE XV BOOKS AND RECORDS

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

15.02 Inspection. The records of the Association shall be available for inspection and copying by any Member of the Association or by any Director in accordance with state law and the Association Records Production and Copying Policy.

ARTICLE XVI AMENDMENT

16.01 Amendment of Bylaws. These Bylaws may be amended, altered or repealed:

(a) At a regular or special meeting of the Members of the Association, by the affirmative vote of a majority of all of the Members of the Association; or

(b) By the Board of Directors, in accordance with the Declaration, Article 5.04.

ARTICLE XVII ASSESSMENTS

17.01 Annual Assessment. Every Owner of every Lot shall pay the Association an annual

assessment to be determined by the Board.

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

17.03 Special Assessments. The Board may levy Further/Special Assessments when necessary in accordance with the Declaration.

17.04 Default. When any Member shall be in default in the payment of dues, a lien may be placed upon the Member's Lot (or Lots) pursuant to the Declaration and the Association Payment Plan Guidelines and Application of Payments Schedule.

ARTICLE XVIII MISCELLANEOUS

18.01 Checks, Drafts or Orders for Payment. All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President.

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

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

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

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

18.06. Indemnification. To the maximum extent allowed by law, the Association shall indemnify and hold harmless all directors, officers and agents of the Association acting against damage or other claims made against the person to the extent claims or damage arose from or relate to in whole or part acts or omissions undertaken in the capacity as director, officer, or agent.

Effective as of August 26, 2014

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.
a Texas Non-Profit Corporation
By: Larry Thompson
Name: LARRY THOMPSON
Director / President

STATE OF TEXAS

COUNTY OF HAYS ~~AND BLANCO~~

This instrument was acknowledged before me on the 26 day of August, 2014 by Larry F. Thompson, as Director and on behalf of HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC., a Texas non-profit corporation.

[Signature] Notary Public, State of Texas



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

AUG 26 2014



[Signature]
COUNTY CLERK
BLANCO COUNTY, TEXAS

142646

Filed this 20th day of Oct. 2014
11:00 A M
 Laura Walla
 County Clerk, Blanco County, Texas
 By Lame DeSpain Deputy

STATE OF TEXAS §

COUNTY OF HAYS AND BLANCO §

FIRST AMENDMENT TO
 AMENDED AND RESTATED DECLARATION OF COVENANTS
HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Creek Ranch (the "Declaration") filed as Document No. 04011817, Vol. 2451, pg. 818-830 Official Public Records of Hays County, Texas, and as Document No. 132402, Vol. 478, pg. 0873-0886, Official Public Records of Blanco County, Texas.

WHEREAS the Declaration provides that Owners of Lots subject to the Declaration are automatically made Members of Hidden Creek Ranch Owners Association, Inc. (the "Association");

Whereas the Association has adopted an amendment to the Declaration by at least 67% vote of all voting interests, as required by state law, and such amendment is attached as Exhibit A hereto;

Therefore the Amended and Restated Declaration of Covenants, filed in both Hays and Blanco Counties as referenced above, is hereby made applicable to all Property described by the Declaration, and is hereby amended as follows in Exhibit A.

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature: Michael P. Booker

Printed Name: Michael P. Booker

Title: Director

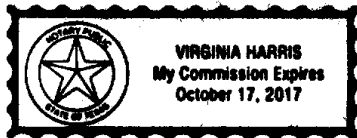
Exhibit A First Amendment to Amended and Restated Declaration of Hidden Creek Ranch

Acknowledgement

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was executed before me on the 20 day of October, 2014, by
Michael P. Booker in the capacity stated above.



Virginia Harris
 Notary Public, State of Texas

Article V. VOTING RIGHTS Sections 5.03, 5.03(a) and 5.03(b) are hereby amended to allow one vote per Lot rather than one vote per acre, and are thus revised to read in their entirety as follows:

5.03. Voting Rights. On all matters to be voted on by the Members, each Lot will have one vote (Common Areas shall not have a vote).

5.03(a). REPEALED

5.03(b). REPEALED

Article VII. FUNDS AND ASSESSMENTS Section 7.01(a) is hereby amended to assess each Lot an equal amount rather than an amount determined by acreage, and is thus revised to read in its entirety as follows:

7.01. Assessments.

(a). Each Lot will be assessed an equal amount to be determined by the Board to be necessary pursuant with Sections 7.03 and/or 7.05 below.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Creek Ranch (previously adopted in 2004) are filed in Hays and Blanco County, Texas as referenced above.

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

OCT 20 2014



Jana Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

Filed this 17th day of Jan, 2018
11:12 A.M.

180141

Laura Walla
County Clerk, Blanco County, Texas

MANAGEMENT CERTIFICATE

By [Signature] Deputy

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

The undersigned, being an officer of the Hidden Creek Ranch Owners Association, Inc. (the Association), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify the following:

1. The name of the subdivision is Hidden Creek Phase 1 (the "Subdivision Development").
2. The name of the Association is Hidden Creek Ranch Owners Association, Inc. (the "Association").
3. The recording data for the Subdivision Development is as follows: Hidden Creek Phase One., a subdivision of record in Hays and Blanco Counties, Texas, according to the map or plat thereof, recorded in Volume 8, Pages 361-364, plat records Hays County, Texas, and Volume 1, Pages 270-273, plat records, Blanco County, Texas.
4. The recording data for the declaration applicable to the Subdivision Development is as follows: Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document no. 04011817, Vol. 2451, Page 818-830, Official Public Records of Hays County, Texas and Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document No. 132402, Vol. 478, Pages 0873-0886, Official Public Records of Blanco County, Texas.
5. The name and mailing address of the Association is Hidden Creek Ranch Owners Association, Inc., 685 Hidden Creek Drive, Dripping Springs, Texas, 78620.
6. The name and mailing address of the person/entity managing the Association is its Board of Directors, Hidden Creek Ranch Owners Association, 685 Hidden Creek Drive, Dripping Springs, Texas 78620.

This Management Certificate is effective as of the 17th day of JANUARY, 2018.

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation

[Signature]

BY: Michael P. Booker
ITS: Secretary

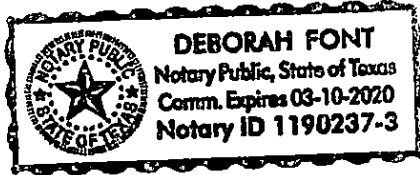
STATE OF TEXAS

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COUNTY OF HAYS AND BLANCO

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This instrument was acknowledged before me on 17th day of JANUARY, 2018, by Michael P. Booker, Secretary, Hidden Creek Ranch Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Deborah Font
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Michael P. Booker, Secretary
Hidden Creek Ranch Owners Association, Inc.
685 Hidden Creek Drive
Dripping Springs, Texas 78620

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

JAN 17 2018



Anna Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

MANAGEMENT CERTIFICATE

HIDDEN CREEK RANCH OWNERS ASSOCIATION, INC.

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4. The recording data for the declaration applicable to the Subdivision Development is as follows:
Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document no. 04011817, Vol. 2451, Page 818-830, Official Public Records of Hays County, Texas and
Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Creek Ranch, filed as Document No. 132402, Vol. 478, Pages 0873-0886, Official Public Records of Blanco County, Texas and
First Amendment to Amended and Restated Declaration of Covenants for Hidden Creek Ranch filed as Document no. 14030932, Vol 5048, page 567 Official Public records of Hays County, Texas and
Filed as Document no. 142646, Vol 498, page 527 Official Public Records of Blanco County, Texas.
5. The name and mailing address of the Association is Hidden Creek Ranch Owners Association, Inc., 685 Hidden Creek Drive, Dripping Springs, Texas, 78620.
6. The name and mailing address of the person/entity managing the Association
Michael Booker, Secretary
Hidden Creek Ranch Owners Association, Inc
685 Hidden Creek Dr
Dripping Springs, TX 78620
512-796-7870
Mbooker319@aol.com

This Management Certificate is effective as of the 29 day of October, 2021.

HIDDEN CREEK RANCH OWNERS
ASSOCIATION, INC.,
A Texas nonprofit corporation

Michael P. Booker

BY: Michael P. Booker
ITS: Secretary

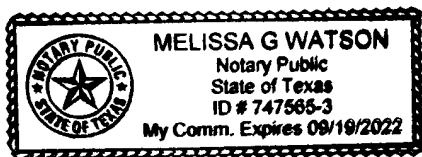
STATE OF TEXAS

§

COUNTY OF HAYS ~~AND BLANCO~~ ^(m)

§

This instrument was acknowledged before me on the 29TH day of OCTOBER, 2021,
By Michael Booker, Secretary, Hidden Creek Ranch Owners Association, a Texas nonprofit
corporation, on behalf of said corporation.



[Signature]
Notary Public Signature

AFTER RECORDING RETURN TO:

Michael Booker, Secretary
Hidden Creek Ranch Owners Association, Inc.
685 Hidden Creek Drive
Dripping Springs, Texas 78620



VG-79-2021-216419

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 216419

Real Property Recordings

Recorded On: November 03, 2021 10:55 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$25.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 216419
Receipt Number: 20211103000006
Recorded Date/Time: November 03, 2021 10:55 AM
User: Sheila M
Station: cclerk01

Record and Return To:

MICHAEL BOOKER



STATE OF TEXAS
Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX