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POST OAK LAKES PROPERTY
OWNER'S ASSOCIATION, INC. TO THE PUBLIC

NOTICE OF FILING OF ARTICLES AND BYLAWS

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE X

Post Oak Lakes Property Owners' Association, Inc. (the "Association), a Texas non-profit corporation, being the being the owner of that certain subdivision known as Post Oak Lakes, does hereby file the attached Articles of Incorporation of the Association, and the Bylaws of the Association, pursuant to Section 202.006 of the Texas Property Code.

Post Oak Lakes Property Owners' Association, Inc.

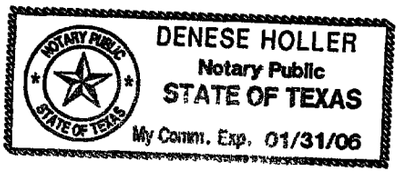
By: _____
Robert K. Bourquein, President

THE STATE OF TEXAS X

COUNTY OF GILLEPSIE X

This instrument was acknowledged before me on this the 14th day of March, 2005, by Robert K. Bourquein, President of Post Oak Lakes Property Owners' Association, Inc., for and on behalf of said corporation.

_____
Notary Public in and for the State of Texas



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Notice of Filing – Page Solo

SCH-CH

The State of Texas

Secretary of State

JUNE 16, 1998

CARROLL J. BRYLA
105 W. SAN ANTONIO ST
FREDERICKSBURG ,TX 78624

RE:
POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC.

CHARTER NUMBER 01494473-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,

Alberto R. Gonzales, Secretary of State

SCM-CH

The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC.
CHARTER NUMBER 01494473

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JUNE 10, 1998

EFFECTIVE JUNE 10, 1998

/s/ A. Gonzales

Alberto R. Gonzales, Secretary of State

9-27-02 17:45 BRYLA & SCHOESSOW

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FILED
In the Office of the
Secretary of State of Texas

JUN 10 1998

Corporations Section

ARTICLES OF INCORPORATION

OF

POST OAK LAKES

PROPERTY OWNERS' ASSOCIATION, INC.

I, the undersigned natural person, DOUG LOONEY, of the age of eighteen years or more, a resident of the State of Texas, residing at 405 McFarland, Kerrville, Texas 78028, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such.

ARTICLE I.

The name of the corporation is POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC. hereafter called the Association. The Corporation is a nonprofit corporation.

ARTICLE II.

The principal office of the Association is located at 405 McFarland, Kerrville, Texas 78028.

ARTICLES III.

DOUG LOONEY, whose address is 405 McFarland, Kerrville, Texas 78028, is hereby appointed the initial registered agent of the Association.

ARTICLE IV.

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance, preservation

and architectural control of the common areas within that certain tract known as the Post Oak Lakes Subdivision, according to plat thereof filed for record in Volume 2, Page 128 of the Map or Plat Records of Gillespie County, Texas, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for the purpose to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain declaration applicable to the property and recorded or to be recorded in the office of the County Clerk of Gillespie County, Texas, and as the same may be amended from time to time as therein provided, said declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration and By-Laws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or dispose of real or personal property in connection with the affairs of the Association;

D. Borrow money, and with the consent of two-thirds (2/3) of each class of members, mortgage, pledge, Deed in Trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell, 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 agreed to by the members. No such

dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP

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

ARTICLE VI.

VOTING RIGHTS

The Association shall have three (3) classes of voting membership:

Class A members shall be all owners of lots with a dwelling thereon with the exception of the Declarant and shall be entitled to one vote for each lot owned.

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When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to one lot.

Class B members shall be all the owners of lots without a dwelling theron with the exception of the Declarant. Each Class B member shall be entitled to one (1) vote for each unimproved lot owned.

When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to one lot.

Class C members shall be those individuals or entities who are defined in the By-Laws as Declarant, and for each Lot owned they shall be entitled to three votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as a Class A or a Class B member, the three votes attached to that Lot shall be extinguished.

ARTICLE VII.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association, but may not be decreased to fewer than three. The members of the initial board of directors, or their successors, shall serve until December 1, 1998. In case of the resignation, death, or failure, incapacity, or refusal to serve of any of the said initial directors prior to said time, the remaining directors may appoint a substitute director or directors to serve the remainder of said period.

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The judgment of the directors, whether the directors are the initial directors or substitute directors, in the expenditure of funds of this corporation shall be final and conclusive, so long as such judgment is exercised in good faith. A director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director except as otherwise provided by a Texas statute. The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation regardless of the provisions of the Texas Non-Profit Corporation Act governing indemnification.

The names of the initial directors and their addresses are DOUG LOONEY, 405 McFarland, Kerrville, Texas 78028, PEGGY LOONEY, 405 McFarland, Kerrville, Texas 78028, DAWN SWEET, 405 McFarland, Kerrville, Texas 78028, MANDY LOONEY, 405 McFarland, Kerrville, Texas 78028, and RICHARD LANDON (Member at Large), 405 McFarland, Kerrville, Texas 78028.

ARTICLE VIII.

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) per cent of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this

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Association was created. In the event that such dedication is refused acceptance, all of its assets will be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) for one or more purposes exempt under the Texas franchise tax.

ARTICLE IX.

DURATION

This corporation shall exist perpetually.

ARTICLE X.

AMENDMENTS

Amendments of these Articles shall require the assent of two-thirds (2/3) of the entire membership of each class of members.

ARTICLE XI.

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which the Association may be subject at any one time shall not exceed $100,000.00 while there is a class C membership, and thereafter shall not exceed one hundred fifty (150%) per cent of its income for the previous fiscal year, provided that additional amounts may be authorized by seventy-five (75%) per cent of the entire membership.

ARTICLE XII.

ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time, incorporate additional residential properties and Common Areas to the properties

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described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3) of the class A membership, two-thirds (2/3) of the class B membership, and two-thirds (2/3) of the class C membership, if any.

ARTICLE XIII.

MERGERS AND CONSOLIDATIONS

To the extent permitted, the Association may participate in mergers and consolidations with other non-profit corporations or associations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire class A and class B memberships if any.

ARTICLE XIV.

AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in this Declaration shall have the assent of two-thirds (2/3) of the entire class A membership two-thirds (2/3) of the class B membership, and two-thirds (2/3) of the class C membership, if any.

ARTICLE XV.

AUTHORITY TO DEDICATE

The Association shall have the power to dedicate, sell 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 agreed to by the members. No such dedication nor transfer shall be effective unless an instrument

has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire class A membership and two-thirds (2/3) of the votes of the entire class B membership, and two-thirds (2/3) of the votes of the entire class C, if any, agreeing to such dedication, sale, or transfer. In the event a proposed dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XVI.

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES X THROUGH XV

In order to take action under Articles X through XV, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The percent of members or of proxies entitled to cast sixty (60%) per cent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the quorum of the preceding meeting devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

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In witness whereof, for the purpose of forming this corporation under the laws of the State of Texas, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 9th day of JUNE, 1998.

DOUG LOONEY, Incorporator

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

I, CARROLL J. BRYLA, a Notary Public, do hereby certify that on this 9th day of JUNE, 1998, personally appeared before me, DOUG LOONEY, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Carroll Bryla
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public
State of Texas
Comm. Exp. 01-02-2001

BY-LAWS

POST OAK LAKES

PROPERTY OWNERS' ASSOCIATION, INC.

A Texas Non-Profit Corporation

ARTICLE I.

NAME AND LOCATION

The name of the Corporation is Post Oak Lakes Property Owners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 405 McFarland, Kerrville, Texas 78028, but meetings of members and directors may be held at such places within the State of Texas, Counties of Kerr and Gillespie, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Association. Association shall mean and refer to the Post Oak Lakes Property Owners' Association, Inc., its successors and assigns.

Declarant. Declarant shall mean and refer to Brittmore Properties Company, its successors and assigns, which is subdividing and developing Post Oak Lakes Subdivision and selling lots therein.

Original Plat. Original Plat shall mean and refer to that Plat filed for record in Volume 2, Page 128 of the Map and Plat Records of Gillespie County, Texas, designating the Post Oak Lakes Subdivision.

Post Oak Lakes Subdivision. Post Oak Lakes Subdivision shall mean and refer to that addition in Gillespie County, Texas, named Post Oak Lakes Subdivision, recorded in the Plat Records of Gillespie County, Texas, and designated as such in the original plat and in all additional units thereof, if any.

Common Area. Common Area shall mean and refer to that real property, and improvements thereon, owned by the Association for the common use and enjoyment of the members, which common area

shall be designated as such in the original plat or shall be conveyed to the Association at anytime.

Lot. Lot shall mean and refer to any lot, tract or parcel of land (with the exception of the Common Areas) shown upon the original plat.

Board. Board shall mean and refer to the Board of Directors of the Association.

Owner. Owner shall mean and refer to the person or persons, entity or entities who either own of record fee simple title to the lot, or have entered as an original party, successor assignee into a contract of purchase and sale for a lot with Declarant; the terms Owner to exclude any person or persons, entity or entities having any interest in a lot merely as security for the performance of an obligation; the term Owner to include Declarant if such a record owner of fee simple title to a lot, but only if, with respect to such lot said Declarant has not entered into any contract of purchase and sale. The Association under no circumstances, shall be deemed an Owner pursuant hereto.

Member. Member shall mean and refer to an owner; provided however, if there are two or more persons or entities constituting an owner said person or entity shall be deemed collectively to be one member hereunder.

ARTICLE III.

PURPOSE OR THE ASSOCIATION

Section 1. The non-profit purposes for which this Association is formed are to own, maintain and govern the Common Areas and Common Property.

ARTICLE IV.

MEMBERS AND ORGANIZATION

Section 1. Members. Declarant and every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have three (3) classes of voting membership.

CLASS A. Class A Members shall be all Owners of lots with a dwelling thereon with the exception of the

Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. Class B members shall be all the owners of lots without a dwelling thereon with the exception of the Declarant. Each Class B member shall be entitled to one (1) vote for each unimproved lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS C. Class C Members shall be those individuals or entities who are herein defined as Declarant, and for each Lot owned they shall be entitled to three votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as a Class A or a Class B member, the three votes attached to that Lot shall be extinguished.

Section 3. Annual Meetings. The first annual meeting of the members shall be held on the 1st day of December in each year, beginning with the year 1998, at the hour of 7:30 o'clock P.M., and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M., unless notice of the annual meeting on a different date and/or a different time is given as provided in Section 5. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A and Class B membership or one-fourth (1/4) of the Class C membership.

Section 5. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 but not more than 30 days before such meeting to each member entitled

to vote thereat, addressed to the member's addresses last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The affirmative vote of a majority of the aggregate votes of all three classes of membership represented shall be required to transact business unless otherwise provided herein.

Section 7. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE V.

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The members of the initial board of directors, or their successors, shall serve until December 1, 1998.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect directors as their terms are completed for terms of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority of the aggregate votes of all three classes of membership of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI.

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII.

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than

three (3) days notice to each director unless notice or meeting has been waived in writing by all directors.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any facilities owned or operated by the Association by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any

special meeting which such statement is requested in writing by one-fourth (1/4) of the Class A and Class B members, or one-fourth (1/4) of the Class C members, who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration and herein to:

(1) fix the amount of the semi annual assessment against each Lot at least twenty (20) days in advance of each semi annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least twenty (20) days in advance of each semi annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE IX.

OFFICERS AND THEIR DUTIES

Section 1. 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 of Directors, a secretary, and

a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of who shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time after giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X.

COMMITTEES

The Association shall appoint an Nominating Committee as provided in these By-Laws. In addition the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XI.

RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be

available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII.

ASSESSMENTS

As provided in the Declaration, each member is obligated to pay the Association semi annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate permitted by law to be charged the non-paying owner, or it no such legal rate exists, then at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Notice For Any Action Authorized. Any action authorizing a semi annual assessment or charge or special assessments for capital improvements, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting.

Date of Commencement of Semi Annual Assessments: Due Dates. The semi annual assessments provided for herein shall commence as to all Lots on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first semi annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the semi annual assessment against each Lot at least thirty (30) days in advance of each semi annual assessment period. Written notice of the semi annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate permitted by law to be charged the non-paying owner or if there is no highest legal rate, then at ten (10%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Interest, costs and reasonable attorney's fees incurred in any action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to the Texas Property Code and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Subordination of the Lien to Mortgages. The lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII.

AMENDMENTS

The By-Laws of this Association are hereby adopted by the initial Board of Directors and until December 1, 1998, shall be amended or altered by a majority of the members of the initial Board of Directors, or their successors, and thereafter by a vote of the members holding a majority of the membership votes of this Association.

ARTICLE XIV.

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at KERRVILLE, Texas, on the 24th day of JUNE, 1998.

DOUG LOONEY

PEGGY LOONEY

DAWN SWEET

MANDY LOONEY

RICHARD LANDON

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the POST OAK LAKES PROPERTY OWNER'S ASSOCIATION, INC., a non-profit Corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of June, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 24th day of June, A.D., 1998.

Dawn Sweet
SECRETARY

051434

FILED
AT 9:29 O'CLOCK A M
ON THE 15th DAY OF March
A.D., 2005.

MARY LYNN RUSCHE
COUNTY CLERK
GILLESPIE COUNTY, TEXAS
BY: Karen Carr
DEPUTY

STATE OF TEXAS
COUNTY OF GILLESPIE
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Gillespie County, Texas.

VOL. 591 PAGES 490–515
RECORDED 3–16–2005
MARY LYNN RUSCHE
County Clerk
Gillespie County, Texas
BY: Betty Crenwelge DEPUTY
Betty Crenwelge

DOCUMENT RETENTION POLICY

WHEREAS, the POST OAK LAKES PROPERTY OWNERS ASSOCIATION, INC. ("Association") is the property owners association for the Post Oak Lakes subdivision, a subdivision situated in Gillespie County, Texas, according to the plat of said subdivision recorded in Volume 2, Page 128 of the Plat Records of Gillespie County, Texas, and the revised plat of said subdivision recorded in Volume 2, Page 169 of the Plat Records of Gillespie County, Texas;

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005;

NOW, THEREFORE, the Board has duly adopted the following Document Retention Policy:

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
   a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, and all amendments thereto, shall be retained permanently;
   b. financial books and records, including annual budgets, monthly financial statements and bank statements, shall be retained for seven (7) years following the last day of the fiscal year to which they relate;
   c. account records of current owners shall be retained for five (5) years after the fiscal year to which they relate;
   d. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the term of such contract;
   f. minutes of the meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting;
   g. tax returns shall be retained for seven (7) years following the last day of the year in which such return was filed, and audit records shall be retained for seven (7) years following the last day of the year in which such audit was completed; and
   h. other Documents may be retained for any period deemed to be useful to the purposes of the Association, in the discretion of the Board.
3. Upon expiration of the applicable retention period described above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Official Public Records of Gillespie County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all provisions contained in the dedicatory instruments of the Association shall remain in full force and effect.

The undersigned, being the President of the Association, hereby certifies that the

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foregoing Document Retention Policy was adopted by the Board of the Association on the 5th day of ~~February~~ March, 2012.

President of Post Oak Lakes Property Owners Association, Inc.

THE STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on this the 5th day of ~~February~~ March, 2012, by Jason Roemer President of Post Oak Lakes Property Owners Association, Inc..

Notary Public in and for the State of Texas

DENESE GIBSON GOEBEL
MY COMMISSION EXPIRES
January 31, 2014

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
March 14, 2012 09:45:11 AM
FEE: $19.00
AF

20120979

POST OAK LAKES PROPERTY OWNERS ASSOCIATION, INC.

RECORDS PRODUCTION AND COPYING POLICY

WHEREAS, the POST OAK LAKES PROPERTY OWNERS ASSOCIATION, INC. ("Association") is the property owners association for the Post Oak Lakes subdivision, a subdivision situated in Gillespie County, Texas, according to the plat of said subdivision recorded in Volume 2, Page 128 of the Plat Records of Gillespie County, Texas, and the revised plat of said subdivision recorded in Volume 2, Page 169 of the Plat Records of Gillespie County, Texas;

WHEREAS, chapter 209.005 of the Texas Property Code ("Section 209.005") was amended effective January 1, 2012, regarding records production and copying, a copy of Section 209.005 being attached hereto as Exhibit A and fully incorporated herein by reference; and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production and copying consistent with, and as required by, Section 209.005;

NOW, THEREFORE, the Board has duly adopted the following records production and copying policy ("Records Production Policy"):

1. The Association shall make its books and records ("Records") open to and reasonably available for examination by an Owner or the Owner's agent, attorney, or certified public accountant (the "Owner's Representative"), in accordance with Section 209.005, as such Section may be amended from time to time. An Owner is entitled to obtain copies of the Records from the Association in accordance with Section 209.005, as such Section may be amended from time to time.

2. The Association shall not be required to release or allow inspection of any Records described in Section 209.005(k), as such Section may be amended from time to time, except as provided in Section 209.005(l), as such Section may be amended from time to time.

3. Requests for access or information by an Owner or the Owner's Representative, must be submitted in writing and must conform to the requirements of Section 209.005(e), as such Section may be amended from time to time.

4. Within ten (10) business days of receipt of a request in accordance with Paragraph 3 above, the Association shall provide:

   a. the requested Records, if copies were requested and all Production Charges (as hereinafter defined) have been paid; or

   b. a written notice that the Records are available for inspection upon payment of all Production Charges, and offer dates and times when the Records may be inspected by the Owner or the Owner's Representative during normal business hours at the office of the Association, such notice to include a statement of the Production Charges; or

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c. a written notice that the requested Records are available for delivery upon payment Production Charges, such notice to include a statement of the Production Charges; or

d. a written notice that the request does not contain sufficient information, including, without limitation, the Records requested, the desired delivery method, or the delivery address; or

e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the Association's notice.

5. Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the Owner or the Owner's Representative will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to paper format unless the Owner or the Owner's Representative pays all Production Charges with respect to such transfer.

6. If an Owner or an Owner's Representative requests copies of certain Records during an inspection, the Association shall provide them not later than ten (10) business days after the inspection.

7. The Association may charge an Owner for the compilation, production and reproduction of Records in connection with a request for access, inspection, and/or copies by an Owner or an Owner's Representative ("Production Charges"). The charges may include all reasonable costs of materials, labor and overhead (including, without limitation copy charges, postage, supplies, and third party fees (such as archive document retrieval fees from off-site storage locations)) as listed below:

    a. Copies: $.10 per page for standard paper copies; $.50 per page for oversize paper;

    b. Electronic Media: $1.00 for each CD; $3.00 for each DVD;

    c. Labor: $15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages);

    d. Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages); and

    e. Miscellaneous: The Association my charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

8. If required by the Association, all Production Charges must be paid in advance of inspection by, or delivery of copies to, the Owner or the Owner's Representative. The Association shall not be required to make any Records available for inspection, or to provide copies of any Records, prior to receipt of payment of the Production Charges. An

Owner shall be responsible for the payment of Production Charges with respect to a request for inspection or copies, whether or not the Owner or an Owner's Representative proceeds with a requested inspection or accepts the requested copies.

This Policy is effective upon recordation in the Official Public Records of Gillespie County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all provisions contained in the dedicatory instruments of the Association shall remain in full force and effect.

The undersigned, being the President of the Association, hereby certifies that the foregoing Document Retention Policy was adopted by the Board of the Association on the 5th day of ~~February~~ March, 2012.

President of Post Oak Lakes Property Owners Association, Inc.

THE STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on this the 5th day of ~~February~~ March, 2012, by Jason Roemer President of Post Oak Lakes Property Owners Association, Inc..

DENISE GIBSON GOEBEL
MY COMMISSION EXPIRES
January 21, 2014

~~Notary~~ Public in and for
the State of Texas

EXHIBIT A

§ 209.005. Association Records

(a) Except as provided by Subsection (b), this section applies to all property owners' associations and controls over other law not specifically applicable to a property owners' association.

(b) This section does not apply to a property owners' association that is subject to Chapter 552, Government Code, by application of Section 552.0036, Government Code.

(c) Notwithstanding a provision in a dedicatory instrument, a property owners' association shall make the books and records of the association, including financial records, open to and reasonably available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with this section. An owner is entitled to obtain from the association copies of information contained in the books and records.

(d) Except as provided by this subsection, an attorney's files and records relating to the property owners' association, excluding invoices requested by an owner under Section 209.008(d), are not records of the association and are not subject to inspection by the owner or production in a legal proceeding. If a document in an attorney's files and records relating to the association would be responsive to a legally authorized request to inspect or copy association documents, the document shall be produced by using the copy from the attorney's files and records if the association has not maintained a separate copy of the document. This subsection does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

(e) An owner or the owner's authorized representative described by Subsection (c) must submit a written request for access or information under Subsection (c) by certified mail, with sufficient detail describing the property owners' association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 209.004. The request must contain an election either to inspect the books and records before obtaining copies or to have the property owners' association forward copies of the requested books and records and:

(1) if an inspection is requested, the association, on or before the 10th business day after the date the association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association; or

(2) if copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request, except as otherwise provided by this section.

(f) If the property owners' association is unable to produce the books or records requested under Subsection (e) on or before the 10th business day after the date the association receives the request, the association must provide to the requestor written notice that:

(1) informs the requestor that the association is unable to produce the information on or before the 10th business day after the date the association received the request; and

(2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.

(g) If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the property owners' association to copy and forward to the requesting party.

(h) A property owners' association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the association.

(i) A property owners' association board must adopt a records production and copying policy that prescribes the costs the association will charge for the compilation, production, and reproduction of information requested under this section. The prescribed charges may include all reasonable costs of materials, labor, and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3. The policy required by this subsection must be recorded as a dedicatory instrument in accordance with Section 202.006. An association may not charge an owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by this subsection. An owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this subsection. The association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

(j) A property owners' association must estimate costs under this section using amounts prescribed by the policy adopted under Subsection (i).

(k) Except as provided by Subsection (l) and to the extent the information is provided in the meeting minutes, the property owners' association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner of an association, an owner's personal financial information, including records of payment or nonpayment of amounts due the association, an owner's contact information, other than the owner's address, or information related to an employee of the association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner.

(l) The books and records described by Subsection (k) shall be released or made available for inspection if:

(1) the express written approval of the owner whose records are the subject of the request for inspection is provided to the property owners' association; or

(2) a court orders the release of the books and records or orders that the books and records be made available for inspection.

(m) A property owners' association composed of more than 14 lots shall adopt and comply with a document retention policy that includes, at a minimum, the following requirements:

(1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;

(2) financial books and records shall be retained for seven years;

(3) account records of current owners shall be retained for five years;

(4) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;

(5) minutes of meetings of the owners and the board shall be retained for seven years; and

(6) tax returns and audit records shall be retained for seven years.

(n) A member of a property owners' association who is denied access to or copies of association books or records to which the member is entitled under this section may file a petition with the justice of the peace of a justice precinct in which all or part of the property that is governed by the association is located requesting relief in accordance with this subsection. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:

(1) a judgment ordering the property owners' association to release or allow access to the books or records;

(2) a judgment against the property owners' association for court costs and attorney's fees incurred in connection with seeking a remedy under this section; or

(3) a judgment authorizing the owner or the owner's assignee to deduct the amounts awarded under Subdivision (2) from any future regular or special assessments payable to the property owners' association.

(o) If the property owners' association prevails in an action under Subsection (n), the association is entitled to a judgment for court costs and attorney's fees incurred by the association in connection with the action.

(p) On or before the 10th business day before the date a person brings an action against a property owners' association under this section, the person must send written notice to the association of the person's intent to bring the action. The notice must:

(1) be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 209.004; and

(2) describe with sufficient detail the books and records being requested.

(q) For the purposes of this section, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.

CREDIT(S)

Added by Acts 2001, 77th Leg., ch. 926, § 1, eff. Jan. 1, 2002. Amended by Acts 2007, 80th Leg., ch. 1367, § 6, eff. Sept. 1, 2007; Acts 2011, 82nd Leg., ch. 1026 (H.B. 2761), § 2, eff. Jan. 1, 2012.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
March 14, 2012 09:45:11 AM
FEE: $35.00
AF

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POST OAK LAKES PROPERTY OWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT SCHEDULE GUIDELINES

WHEREAS, the POST OAK LAKES PROPERTY OWNERS ASSOCIATION, INC. ("Association") is the property owners association for the Post Oak Lakes subdivision, a subdivision situated in Gillespie County, Texas, according to the plat of said subdivision recorded in Volume 2, Page 128 of the Plat Records of Gillespie County, Texas, and the revised plat of said subdivision recorded in Volume 2, Page 169 of the Plat Records of Gillespie County, Texas;

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding the adoption of reasonable guidelines ("Alternative Payment Guidelines") to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association ("Delinquent Amounts"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to adopt Alternative Payment Guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following Alternative Payment Guidelines:

1. Upon the request of an Owner ("Delinquent Owner"), the Board shall approve a plan whereby the Delinquent Owner shall be authorized to enter into an alternative payment schedule ("Payment Plan") for the payment of Delinquent Amounts, over such period of time as may be agreed upon between the Association and the Delinquent Owner, but in no event shall the Payment Plan be for a period of time of less than three (3) months.

2. No Payment Plan entered into by the Association shall extend more than 18 months from the date of the Delinquent Owner's request for a Payment Plan.

3. The Association is not required to enter into a Payment Plan with a Delinquent Owner who failed to honor the terms of a previous Payment Plan during the two years following the Delinquent Owner's default under the previous Payment Plan.

4. A Payment Plan shall be in writing and signed by the Association and the Delinquent Owner.

5. During the existence of the Payment Plan, if the Delinquent Owner is not in default under the terms of the Payment Plan, no additional "monetary penalties" shall be charged to the Delinquent Owner. For the purpose hereof, "monetary penalties" does not include reasonable attorneys fees incurred by the Association in connection with the establishment and enforcement of the Payment Plan (including, without limitation, document preparation fees), reasonable costs with respect to the administration of the Payment Plan, or the accrual of interest on the Delinquent Amounts.

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6. If a Delinquent Owner defaults under the terms of a Payment Plan, then the Payment Plan may, at the discretion of the Association, be filed in the Official Public Records of Gillespie County, Texas.

These guidelines are effective upon recordation in the Official Public Records of Gillespie County, and supersedes any other guidelines regarding alternative payment plands which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all provisions contained in the dedicatory instruments of the Association shall remain in full force and effect

The undersigned, being the President of the Association, hereby certifies that the foregoing Alternative Payment Guidelines were adopted by the Board of the Association on the 5th day of ~~February~~ March, 2012.

President of Post Oak Lakes Property Owners Association, Inc.

THE STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on this the 5th day of ~~February~~ March, 2012, by Jason Roemer, President of Post Oak Lakes Property Owners Association, Inc..

Notary Public in and for
the State of Texas

DENESE GIBSON GOEBEL
MY COMMISSION EXPIRES
January 31, 2014

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas

March 14, 2012 09:45:11 AM

FEE: $19.00
AF

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF POST OAK LAKES SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

WHEREAS, the undersigned, constituting greater than sixty-seven percent (67%) of the owners of lots within the Post Oak Post Lakes Subdivision, plat filed of record at Volume 2, Page 169 of the Plat Records of Gillespie County, Texas, and being more than sixty-seven percent (67%) of the members of the Post Oak Lakes Property Owner's Association, Inc., amend and restate the Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision, filed at Volume 351, Pages 754-781 of the Real Property Records of Gillespie County, Texas, and the First Amendment of Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision, filed at Volume 377, Pages 4-9 of the Real Property Records of Gillespie County, Texas (the Declaration and First Amendment herein collectively referred to as the "Original Declaration"), which Original Declaration shall be of no further force and effect, and this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision shall be the successor to such Original Declaration.

THEREFORE, the owners of lots of that certain subdivision known as POST OAK LAKES SUBDIVISION (hereinafter referred to as the Subdivision), according to the plat of said subdivision as recorded in Volume 2, Page 169, the Plat Records of Gillespie County, Texas, and, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Post Oak Lakes Property Owners' Association, Inc. (a Texas non-profit corporation), its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as Post Oak Lakes Subdivision, according to the plat of said Subdivision as recorded in the Plat Records of Gillespie County, Texas, noted above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the owners. By way of illustration, Common Area may include, but not necessarily be limited to, the following: private streets, signs, street medians, entry gates, landscaping, lighting, entrance signs, walls, bridges, walking trails and other similar or appurtenant improvements.

Section 5. "Lot" shall mean and refer to any plot of land shown upon a recorded Subdivision map of the Properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to all those Owners who are members of the Association as provided for below.

Section 7. "Subdivision Plat" shall mean and refer to the map(s) or plat(s) of portions of the Properties in the Real Property Records of Gillespie County, Texas.

Section 8. "Improvement" or "Improvements" shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, recreation area, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, side grading, and any exterior additions including any changes or alterations thereto.

Section 9. "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family, or a permitted family size group of persons.

ARTICLE II.

USE OF RESIDENTIAL PROPERTIES

(A) All lots in the Subdivision (excluding Common Area) shall be used for single-family residential purposes only. No owner shall occupy or use his lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guest and tenants, except as provided herein. No business may be operated out of a residence, whether profit or non-profit, except occupations which may be conducted from a home office and for which patrons or clients do not meet at the residence of owner.

(B) During the period of time when dwellings are initially being constructed on the properties, the builder may erect and maintain structures and/or place signs as are customary in connection with the construction and sale of such property and/or improvements, including, but not limited to, a business office, storage areas, construction yards, sales and/or advertising signs (applicable to the builder and the subdivision only), model units, and sales office. However, no such signs or structures shall be built erected, located or placed on the property without the prior written authorization of the Architectural Control Committee, which shall have full right and authority (as outlined as in the "ARCHITECTURAL CONTROL COMMITTEE" article of these restrictions) to control the architectural design, color, placement within the property, material and workmanship in order to see that the quality of the overall development is not jeopardized in any way. Failure to comply with the directives of the Committee concerning these matters is a breach of the covenants herein.

(C) No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence construction of improvements, and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge fees for the repair and maintenance of the Common Area, collect all dues, fines and/or other fees of any sort noted in these restrictions and enforce collection of any such monies in the accordance with any and/or all terms, conditions or rights set forth within these restrictions;

(b) the right of the Association to enforce any and all rules and regulations which are a part of these restrictions and to make and adopt rules and regulations regarding the use of the Common Area; and

(c) the right of the Committee to enforce any and all rules, restrictions and/or regulations which are a part of these restrictions.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

ARTICLE IV.

USES OF COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provisions of this Declaration, every member of the Association shall have a right and easement of enjoyment in and to the Common Areas; provided, however no member shall be deemed to have any right of access upon or across or the use of any lot not owned by such member, in connection with such easement of use or enjoyment of the Common Areas. Easements to the Common Areas shall be perpetual.

Section 2. Location of Common Areas. Properties owned in common areas are located as shown on the Subdivision Plats.

Section 3. Extent of Easements of Enjoyment. The right and easements of enjoyment created hereby shall be subject to the following:

(a) Planting; Obstructions. No planting, or gardening by Owners shall be permitted within the Common Areas, and no fences, hedges or walls or other obstructions shall be erected or maintained upon the Common Areas, except such as are approved by the Board of Directors of the Association.

(b) Rules and Regulations of Common Areas. The right of the Association from time to time to prescribe reasonable rules and regulations for the use, enjoyment, and maintenance of the Common Areas.

(c) Borrowing of Money. The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof.

(d) Protection of Common Areas. The right of the Association to take steps as are reasonably necessary to protect the Common Areas, or any part thereof, against damage, condemnation or foreclosure.

ARTICLE V.

POST OAK LAKES PROPERTY OWNER'S ASSOCIATION, INC. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Membership and Voting. The Association shall have one class of voting membership, applicable to both Class A and Class B members..

Class A: Class A members shall be all owners of lots with a dwelling thereon and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The

vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot hereunder.

Class B: Class B members shall be all owners of lots without a dwelling thereon and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot hereunder.

Section 2. Personal Obligation and Lien Rights Associated with Collection of Dues and Assessments. Each lot owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular annual assessments and all other Association dues, fees, fines, assessments or charges of any kind, including special assessments for capital improvements, which may be established and collected as hereinafter provided.

(a) The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. By acceptance of a deed to a Lot each Owner grants the lien, together with power of sale, to the Association. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to any successors or assigns in title.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or owners of the Properties and for the improvement and maintenance of the Common Area. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, construction, repair or replacement of streets, security gates and entry, and other improvements to the Common Area, cost of trash and debris clean-up, street and lot cleaning, cost of professional or other outside services, and labor, equipment, materials, outside management and supervision necessary to carry out its authorized functions.

Section 4. Regular Assessment.

a. *Rate.* Regular Assessments of Class A and Class B members are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association.

b. *Changes to Regular Assessments.* Regular Assessments of Class A and Class B members may be changed annually by the Board, not to exceed 10% annually. Increases above 10% will require approval by a Majority of Members. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date and will include justification for any increases.

Section 5. Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by a majority vote at a meeting of the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

Section 6. Fines. The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

Section 7. Delinquent Assessments. Any Assessment not paid within thirty (30) days after it is due is delinquent.

Section 8. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 above shall be sent to all members not less than 10 days nor more than 60 days in advance of any meeting. At the first such meeting called, the presence of members or proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 9. Uniform Rate of Assessment. Any and all dues of the Association or special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis in lieu of annually by a majority vote of the Board of Directors. In these restrictions pertaining to the Association dues or special assessments, it shall be construed to mean "monthly" whenever the above event occurs.

Section 10. The Annual Assessments.

(a) For billing purposes, the annual assessment period will be the lst day of each January. The Board of Directors shall fix the amount of the annual assessment against each Lot during the month of January of each calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. Assessments shall be payable on or before July 1 of the same year.

(b) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date

at the highest legal rate permitted by law to be charged the non-paying Owner, and in addition thereto, for each thirty day period thereafter for which the assessment shall remain unpaid, there shall be charged a monthly fee of $20.00 per month. The Owners' Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien again such Owners' Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association's rights of enforcement shall be subordinate to an Owner's right to payment pursuant to the Alternative Payment Schedule adopted by the Association.

Section 12. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of the Lot pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Exempt Property. All Common Areas and other portions of the Properties, if any, which are dedicated to public authorities shall be exempt from Assessment.

Section 14. Option to Cure. The Association has the option, but not the obligation to perform any action required of any owner by these restrictions. In the event that the Association elects to do so, all sums incurred by the Association in performing the required action shall be charged against the owner and if not paid within thirty (30) days after it is due said sums shall bear interest at the highest legal rate permitted by law to be charged the owner and shall be secured by a lien (the same as if said sums were due and/or assessments) on all Lots(s) owned by said owner. The Association may bring an action at law against the Owner of the lot subject to the assessment for payment thereof and/or bring an action to foreclose the lien which secures the assessment. The Association's rights of enforcement shall be subordinate to an Owner's right to payment pursuant to the Alternative Payment Schedule adopted by the Association, which is filed with the County Clerk's office of the County of Gillespie.

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Properties requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Control Committee. The Architectural Control Committee shall

be composed of three members selected and appointed by the Board of Directors of Post Oak Lakes Property Owners Association and may include members of such Board. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Official Public Records of Gillespie County, Texas designating its then current composition.

Section 3. Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with the conceptual plan for the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

Section 4. Function of the Architectural Control Committee. The Committee shall function as the representative of the owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 5. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

Section 6. Indemnity. The Association shall at all times indemnify and hold the committee and the committee members harmless from any and all liability associated with any and all claims or damages of every kind arising out of the actions, or omissions to act, of the committee and/or its members. Payment of expenses incident to defense of any claim and damages awarded to any claimant, shall be a liability of the Association. The committee and its members shall be shown as an additional insured on the Association's liability insurance policy.

ARTICLE VII.

SUBMITTAL AND APPROVAL PROCESS

Section 1. Design Submittal. The Owner must submit a design plan, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include a floor plan and all elevations of any proposed structure(s) (including fences, walls, sign, pools, pool buildings, etc.), roof height, specification of materials, colors, textures and shapes. All measurements and dimensions, both interior and exterior, must be shown. (1/4"-1' minimum) Description of materials and finishes must be clearly indicated. The design plan shall include a plat of the owner's lot which shall specify the location of the improvements upon the lot.

Section 2. Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

(a) The architectural and structural integrity of the design.

(b) Harmony and conformity of the design with the surroundings both natural and built.

(c) Adequacy of the design to conditions of the site.

(d) Relation of finished grades and elevations to neighboring sites.

(e) Conformity to specific and general intent of the Protective Covenants covering the subdivision of which the Lot in question forms a part.

(f) Relation of improvements to improvements on neighboring sites.

Section 3. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or the applicable Protective Covenants or those which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of The Properties nor harmony with the natural surroundings. No member of the Committee shall be liable to any owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other owner.

Section 4. Issuance of a Building Permit. Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering. The issuance and acceptance of the building permit assures that:

(a) Construction of an approved building will be completed within nine months from start of construction.

(b) Construction will be in accordance with approved plans.

(c) Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.

(d) Regular inspections may be made by a representative of the Committee.

Section 5. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 6. Limitation of Liability. Neither the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

ARTICLE VIII.

SIZE OF DWELLING AND CONSTRUCTION MATERIALS

The minimum total floor area of Dwellings, which is climate controlled by mechanical heating and air conditioning exclusive of open porches, breezeways, carports, garages and other outbuildings, shall be as follows:

A minimum of 2,000 square feet, if one story, and 2,400 square feet if more than one story.

The total exterior wall area of every dwelling constructed or placed on a lot shall be

composed of at least seventy percent (70%) brick, brick veneer, stone or stone veneer or masonry. The exterior wall area shall be the aggregate area of all exterior walls exclusive of door and window openings.

ARTICLE IX.

BUILDING AND OUTBUILDING REQUIREMENTS

Section 1. Other Buildings

Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval of the Architectural Control Committee. Each residence shall be constructed with an enclosed garage and the garage shall shelter a minimum of two full-sized automotive vehicles. The garage opening or entranceway shall not face the front property line.

ARTICLE X.

TEMPORARY STRUCTURES

No structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. No trailer, camper, recreational vehicle, or similar vehicle shall at any time be connected to utilities situated within a lot except during periods of construction and for temporary staging not to exceed a period of seven (7) consecutive days. No dwelling previously constructed elsewhere may be moved on any lot in the subdivision, provided, buildings of a historic character may be dismantled and then reassembled upon a lot subject to the approval of the Architectural Control Committee. This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently. A portable building may be permitted for use as a Builder's Construction Office (subject to approval of the Architectural Control Committee), however, any such building or structure must be removed within 6 months of start of construction of any building or structure on any adjacent lot.

ARTICLE XI.

SIGNS

No sign of any kind shall be displayed to the public on any single-family residential lot except the following:

1. One professional sign of not more than one (1) square foot or one sign of not more than nine (9) square feet advertising the sale or rental of a property upon which is situated a single family residence which sign has been approved by the Architectural Control Committee; and

2. During the construction phase of of an initial dwelling, the builder may post one sign of up to (9) square feet advertising their services.

3. Political signs may be posted no earlier than ninety (90) days before the date of the election to which the sign relates; or before the tenth (10^{th}) day after that election date. Political signs may be no larger than four feet (4') by six feet (6') and maybe either ground mounted or placed in the window of the residential unit. Only one (1) sign is permitted for each candidate or ballot item. Signage may not contain balloons, lights, music, streamers or any other nonstandard sign decorative component. Political signs may not be placed on the front entry gate, road signs, vehicles or trailers. The Association may remove a sign that is displayed in violation of this Declaration. Notwithstanding the above, directional traffic, at risk, and similar signage approved by the Architectural Control Committee may be erected within the subdivision.

ARTICLE XII.

MAINTENANCE

Grass, weeds and vegetation on each lot shall be mowed at least semi-annually. Trees, shrubs, vines and plants that die shall be promptly removed from the property. Lawns must be properly maintained, fences must be repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction upon such lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such lot.

Until a home or residence is built on a lot, the Association may, at its sole discretion, after providing the owner with sixty (60) days prior written notice, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, as well as have dead trees, shrubs and plants removed therefrom. The Association may also, at its option, remove any excess building materials or building refuse situated on a lot in violation of this covenant. The owner of any lot shall be obligated to reimburse the Association for the cost of any such maintenance or removal upon demand.

Maintenance of all common area amenities shall be the responsibility of the Association, including all intersections, lot corners or areas designated by the Association.

ARTICLE XIII.

UTILITY EASEMENTS

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision Plat further establishes dedications, limitations, reservations, and restrictions, applicable to the Properties. Further, predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed conveying any part of the Properties.

Section 2. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Association's Board of Directors.

Section 3. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Common Areas for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Common Area within the utility easements from time to time existing and from service lines within such easements to the point of service on or in any structure situated upon the Properties. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Common Areas until approved by the Association's Board of Directors. Any utility companies furnishing service to the Properties shall have the right to remove (if absolutely necessary) any trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

Section 4. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash

collection vehicles, and other service vehicles to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

Section 5. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, 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, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by the custom and practice of such utility company. Prior to the construction of any utilities on a developed lot ("developed lot" shall be defined as any lot which has constructed thereon a dwelling unit) the Association reserves the right to require that the utility company pay for the cost of repairing the easement to the same condition as it was prior to the construction.

ARTICLE XIV.

DRAINAGE EASEMENTS

Easements for drainage throughout the Subdivision are reserved as shown on the aforementioned recorded plats, such easements being depicted thereon as "drainage easements." No owner of any lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee;

(3) construct, erect or install a fence or other structure of any type or nature within or upon drainage easements which will impede the natural flow of water over said easement.

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee or the Association and such Committee and/or the Association shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this provision shall in no way affect any other recorded easement in the Subdivision.

ARTICLE XV.

VEHICLES

No trailer, tent, boat or recreational vehicle shall be kept, parked, stored, or maintained on any portion of the front yard in front of the street side building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the viewing by sight thereof from adjacent lots or streets. The openings to structures which house, or in which is stored, any motor vehicle, motorcycle, boat, trailer, recreational vehicle, or similar equipment or machinery, whether or not the structure is attached to the permanent residence, shall not face an adjoining street and the contents of the structure shall not be visible by sight from the adjoining street.

No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored, or maintained on any lot. No dismantling or assembling of motor vehicles, boats, trailers, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or name shall be parked on the streets of the subdivision other than for the purpose of serving such lot. No vehicles of any description may be parked overnight on any street within the Properties.

Temporary staging of recreational vehicles is permitted for a period not to exceed seven (7) consecutive days. See Article 10 – Temporary Structures. Commercial vehicles bearing commercial insignia or names may be parked for the purpose of serving such lot for the duration of the project. Equipment required for any approved project may remain on the site for the duration of the project.

ARTICLE XVI.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes builders and construction workers working after daylight hours. Violations of such restrictions after one written notice has been sent by the Association to the lot owner/builder are

subject to a fine of no less than $100 and no more than $1,000 per notice, which fine is secured by the lien created herein.

No owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely effect the other residences or their owners.

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms and alarm systems used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

All exterior lighting (security, landscape and residential) that is installed prior to the adoption of these covenants and that is compliant with the Original Declaration shall not be subject to the Dark Sky restrictions. However, any exterior lighting fixture replaced, modified or changed after adoption of these covenants shall comply with the Dark Sky restrictions. No exposed bulb or wraparound lens yard lights shall be permitted. Exterior lights on buildings shall have housings which can shield or directly focus the light source. Any new or replacement security, landscape, recreational or residential exterior lighting must be compliant with Dark Sky lighting and be approved by the Architectural Control Committee. Dark Sky lighting must fully shield the light source from upward blue light emission. Lighting shall not spill across property lines. Shut off controls such as timers, sensors and motion detectors shall be utilized. All outdoor lighting shall be shielded so that the luminous elements of the fixture are not visible from any other property.

ARTICLE XVII.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or drainage area in said Subdivision. All household trash shall be disposed of at a sanitary landfill off of the Subdivision. Timber and vegetative debris upon the lot may be disposed upon the lot provided it is in compliance with applicable statutes and regulations.

Other than trash containers or trash receptacles provided by a commercial entity providing regular garbage collection, or disposable non returnable bags, ("permitted receptacle") no garbage can, container or similar receptacle shall be used for garbage pickup and collection. Except on days of garbage collection, all permitted receptacles shall be stored on the owner's property hidden from view from the lot's adjoining street.

ARTICLE XVIII.

ANIMALS AND PETS

No livestock, including but not limited to cattle, goats, sheep, hogs, swine, fowl, emu, ostriches, rhea, or other similar birds shall be kept or permitted on any lot at any time, provided however, horses shall be permitted on Lots 117, 118, 119, 120, 121, 122, 123 and 124. Pets shall be permitted on all lots, subject to the further limitations herein. Horses and pets shall be sheltered and kept within the boundaries of the Owner's lot at all times, provided, horses and pets may enter upon the easement roadway when leashed or under the control of the lot owner or the lot owner's guests, invitees or agents. Horses and pets shall not be offensive by smell, sight, sound or otherwise. No commercial feeding operations or commercial breeding of animals shall be conducted on any lot.

No more than two (2) dogs and/or two (2) cats may be sheltered or kept upon any lot at any time.

On those lots upon which horses are permitted, no more than two (2) horses are permitted.

All horse pens, corrals, barns, sheds or other structures for the caring or sheltering of horses must be approved by the Architectural Control Committee and shall be constructed in a professional manner and maintained so it is not to become noxious or offensive to other property owners.

All household pets shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. It shall be the responsibility of the owners of household pets to prevent the animals from running loose or becoming a nuisance to the other residents. Household pets shall be vaccinated and tagged for identification.

ARTICLES XIX.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground, provided tanks for the storage of propane gas to be used for household purposes may be maintained.

ARTICLE XX.

MAILBOXES

All mailboxes on the property shall conform to the requirements of the United States Postal Service and shall be located at individual residences. The Architectural Control Committee shall approve the design, and appearance of the mailboxes. Stone or masonry shall be utilized to enclose the mailbox. These specifications will apply to any new structures installed after the approval date of this covenant.

ARTICLE XXI.

ATHLETIC FACILITIES

The construction of significant athletic facilities such as tennis courts, swimming pools and basketball courts shall be preapproved by the Architectural Control Committee. No athletic facilities including smaller structures such as basketball backboards, soccer goals, and similar structures shall be placed within the front building setback line. Athletic facility fencing shall be allowed with the approval of the Architectural Control Committee. Swimming pools must be of in ground design and be enclosed by perimeter fences.

ARTICLE XXII.

ROOFS

The surface of all roofs of dwellings and secondary structures or outbuildings shall be of materials with a manufacturer's lifetime warranty of at least twenty-five (25) years, and shall be either dimensional fiberglass shingles, slate, tile, factory fire-treated wood, or metal as approved by the Architectural Control Committee.

The Architectural Control Committee shall have the authority to approve other roof treatments and materials when, in its determination, such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. Simplicity in the overall building design is desirable to provide visual continuity throughout the neighborhood, creativity is encouraged; however, a distracting roof design is not permissible. Major roof masses which slope toward the street are preferred. Roof design is a feature subject to approval by the Architectural Control Committee.

ARTICLE XXIII.

SETBACK LINES

All buildings, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, if any, and in no event shall any such building or other structure be

constructed, placed or maintained within seventy five feet (75') of the front boundary of a lot (a lot's front boundary is the center of the street abutting the lot), twenty-five feet (25') of the side boundary of a lot or thirty-five feet (35') of the rear boundary of a lot.

Notwithstanding the provisions set forth in the preceding paragraphs, all setback line requirements herein specified or set forth on recorded plats may be waived by the Architectural Control Committee in the event the variance requested by the owner of a lot will not, in the opinion and at the sole discretion of said Committee, detract from the general appearance and/or character of the neighborhood or in any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of a lot, its topography and/or the saving of significant trees.

ARTICLE XXIV.

FENCES

No fence and/or wall shall be constructed, placed, maintained or altered on any portion of the properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by the committee as more fully detailed in Article VI., Architectural Control Committee, of this Declaration.

1. Lot Nos. 117, 118, 119, 120, 121, 122, 123 and 124 will be allowed to have perimeter fencing around all sides of the lot.

2. All other lots in the subdivision will be allowed to have perimeter fencing only where their lot abuts the exterior boundaries of the subdivision.

3. Fencing will be allowed from the rear of the principal dwelling not to exceed fifty feet (50') from each side of the principal dwelling and one hundred feet (100') from the rear of the principal dwelling and shall be constructed of such materials as to be compatible with the principal dwelling.

4. Fencing will be allowed around gardens, athletic facilities and as needed for Lot Nos. 117 through 124 where horses are allowed.

5. Barbed wire, chain link, or similar fencing shall not be permitted to be used within the interior of the subdivision, and is not permitted on the exterior boundaries of the subdivision.

6. Smooth netting wire and panel fencing shall not be permitted except on those boundary lines of a lot which do not abut property within the subdivision and upon any boundary line of Lot No. 117, 118, 119, 120, 121, 122, 123 and 124.

7. Maintenance of exterior fencing around the perimeter of Post Oak Lakes Subdivision will be the responsibility of the Association.

8. Tennis courts may be enclosed by chain link netting.

ARTICLE XXV.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by at least sixty-seven percent (67%) of the then owners of the lots in the Subdivision controlled by these covenants has been recorded agreeing to change and/or terminate said covenants in whole or in part.

ARTICLE XXVI.

ENFORCEMENT

The Association, its successors or assigns, or any Owner of any lot in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. Failure of the Association to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. The reservation by the Association of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and the Association shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.

The Association shall have the authority to employ self-help to enforce compliance with any provision of the Declaration. Upon the occurrence of a default or other violation of the Declaration, the Association may provide notice to the defaulting owner of the matter of noncompliance, the action necessary to cure the noncompliance, and a date by which the noncompliance shall be cured. In the event the owner fails to cure the matter of noncompliance within the required time, the Association may take action to cure the matter of noncompliance.

Notice of default or other violation of the Declaration and of the Association's intent to act pursuant to this provision shall be in the form and in the manner as required by Article XXXIII. In the event of continuing noncompliance, a second notice, at least ten (10) days subsequent to the date of the mailing of the first notice, shall be sent to the noncomplying property owner. Not sooner than thirty-five (35) days after date of the mailing of the original notice, the Association may send notice to the noncomplying property owner of the Association's intent to act to cure the noncomplying condition. Such notice shall be sent by United States Certified Mail, return receipt requested, and shall otherwise conform to Article XXXIII of the Declaration. In the event the noncomplying condition continues from and after ten (10) days from the date of the mailing of the Association's intent to act to remedy the noncomplying condition, the Association may commence actions to remedy the noncomplying condition at the sole expense of the noncomplying property owner. The Association may avail itself of all methods for recovery of funds expended as provided under the Declaration including nonjudicial

foreclosure as provided in Article XXIX, of the Covenants.

ARTICLE XXVII.

PARTIAL INVALIDITY

The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XXVIII.

AMENDMENT

The owners (but expressly excluding their respective mortgagee's, if any) of the legal title to at least sixty-seven percent (67%) of the lots within the Subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment, along with proof of the 67% consent, in the office of the County Clerk of Gillespie County, Texas.

An instrument containing the approved amendment will be signed by the Directors of the Property Owners' Association and recorded in the Office of the County Clerk of Gillespie County, Texas.

ARTICLE XXIX.

NONJUDICIAL FORECLOSURE

Section 1. To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate permitted by law for the Owner. The sum to be reimbursed shall be secured by this Special Deed of Trust. The Association will maintain an Alternative Payment Schedule Policy on file with the County Clerk of Gillespie County as required by Texas statute.

Section 2. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the owner notice of the failure and the time within which it must be cured, as may be required by law

or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust, may:

(a) Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et. seq. of the Texas Property Code then in effect or any successor statute thereto; and

(b) Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

Section 3. If requested by the Association to foreclose this lien, the Trustee shall:

(a) Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et. seq. of the Texas Property Code then in effect or any successor statute thereto;

(b) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

(c) From the proceeds of the sale, pay, in this order:

(1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;

(2) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;

(3) any amounts required by law to be paid before payment to the owner; and

(4) to the Owner, any remaining balance.

Section 4. Carroll J. Bryla, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Official Public Records of Gillespie County, Texas.

Section 5. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of

such Lot by forcible detainer without further notice.

Section 6. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as may be amended hereafter, and, which amendment is applicable hereto. The President of the Association, acting without joinder of any Owner or mortgagee of any owner, may, by amendment to this Declaration filed in the office of the County Clerk of Gillespie County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

Section 7. Any liens created by Article III, Article V, Article XII or Article XVI hereof, shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

ARTICLE XXX.

SUBDIVISION OF LOTS

No further subdivision of platted Lots in the Subdivision shall be permitted.

ARTICLE XXXI.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXXII.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in

Article V herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article XXIX. herein.

ARTICLE XXXIII.

NOTICE BY ASSOCIATION

(1) All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Association's records, and (b) to the Association, the Board, the Architectural Control Committee, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

(2) Actual notice may include but is not limited to the email of the notice to the member at the email address of the member appearing on the records of the Association, unless such member has given written notice to the Association of a different email address, in which event such notice shall be sent to the member at the email address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association on the date that the email is sent.

(3) The default method for written notice by the Association will be by email, unless a member specifies an alternative method. The members will be responsible for providing their preferred email addresses to the Association.

(4) (a) Before the Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for violation of the restrictions or bylaws or rules of the association, the association or its agent must given written notice to the owner by certified mail, return receipt requested.

(b) The notice must:

(1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and

(2) inform the owner that the owner:

(A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months;

(B) may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the owner receives the notice; and

(C) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.

ARTICLE XXXIV.

MISCELLANEOUS

(1) HUNTING AND FIREARMS

No hunting shall be permitted on any lot of the subdivision.

No firearms shall be discharged on the properties other than for the purpose of the protection of the health, safety or welfare of an individual or in the protection of the health, safety or welfare of an individual property. At times of discharge of firearms, due regard shall be given to the personal safety of the owners of neighboring lots and shall be done in such a manner as not to pose a hazard or a nuisance to other property owners.

(2) ANTENNAS, SATELLITE DISHES AND TOWERS

Radio towers are prohibited upon any lot. Antenna or satellite dishes which are not expressly allowed by Federal Communication Commission's Over The Air Devices Rule (OTARD Rule) require prior approval from the Architectural Control Committee. To the extent possible, antennas and dishes shall be installed in a side or rear yard location with limited visibility and integrated with the dwelling and surrounding landscape.

(3) UNDERGROUND UTILITY SERVICE

All utility service provided upon a lot within the subdivision, including but not limited to electrical, gas, telephonic and cable TV, shall be installed and maintained underground.

(4) SOLAR ENERGY DEVICES

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. The term includes a mechanical or chemical device that has the ability to store solar generated energy for use in heating or cooling or in a production of power.

Solar energy devices are prohibited that are located in an area on the property owners' property other than:

1. On the roof of the home or of another structure allowed under a dedicatory instrument; or

2. In a fenced yard or patio owned and maintained by the property owner. A solar energy device that is mounted on the roof of the home is prohibited if it (i) extends higher than or beyond the roof line; (ii) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the national renewable energy laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association; does not conform to the slope of the roof and has a top edge that is not parallel to the roof line; or has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the market place; if located in a fenced yard or patio is taller than the fence line; as installed voids material warranty; or was installed without prior approval of the Architectural Control Committee. The Architectural Control Committee may deny a request for a solar energy device if the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibility.

(5) RAIN HARVESTING SYSTEMS

Rain barrels and/or rain water harvesting systems are prohibited if located between the front of the property owners' home and an adjoining or adjacent street, or the barrel or system (1) is of a color other than a color consistent with the color scheme of the property owners' home; or displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured. The Architectural Control Committee retains the right to pre-approve the size, type, shielding of, and materials used in the construction of a rain harvesting system

(6) RENTALS

Nothing in this Declaration shall prevent the rental of any lot or the improvements thereon by the owner thereof for residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a lot or improvements are rented or leased, the owner of the lot shall remain liable for complying with all terms of this Declaration. No single family residence or sub-unit of the residence may be rented or leased for any single period of less than six (6) months. No timeshare plan or other similar plan of fragmented or interval ownership of a single family unit shall be permitted on the property.

Owners shall provide their Tenants with a copy of this Declaration.

(7) WIND GENERATOR DEVICES

All mechanical apparatus intended to convert wind energy to electrical energy are prohibited.

(8) STANDBY ELECTRIC GENERATORS

A) Standby electric generators are subject to the following restrictive conditions. A standby electric generator means a device that converts mechanical energy to electrical energy and is (1) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (2) fully enclosed in an integral manufactured-supplied sound attenuating enclosure; (3) connected to the main electrical panel of a residence by a manual or an automatic transfer switch; and (4) rated for a generating capacity of not less than seven (7) kilovolts.

B) Standby electric generators shall be installed and maintained in compliance with the following conditions and provisions:

1. The manufacturer's specifications; and applicable governmental health, safety, electrical and building codes;

2. All electrical, plumbing and fuel line connections are to be installed only by licensed contractors;

3. All electrical connections shall be installed in accordance with applicable governmental health, safety, electrical and building codes;

4. All natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line connections are to be installed in accordance with applicable governmental health, safety, electrical and building codes;

5. All liquefied petroleum gas fuel line connections are to be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes;

6. All nonintegral standby electrical generator fuel tanks are to be installed and maintained to comply with applicable municipal zoning ordinances and governmental, safety, electrical, and building codes;

7. The standby electrical generator and its electrical lines and fuel lines shall be maintained in good condition;

8. An Owner shall repair, replace or remove any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines;

9. An owner shall screen a standby electrical generator if the standby electrical generator is: (a) visible from the street faced by the dwelling; (b) located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Property Owners' Association; or (c) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Property Owners' Association;

10. Shall be subject to periodic testing only between the hours of 8:00 A.M. and 5:00 P.M.;

11. The use of a standby electrical generator to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence, is prohibited;

12. Standby electric generators shall only be located to the rear of the principal dwelling and not closer than 50 feet from each side boundary line of a tract or more than 100 feet from the rear of the principal dwelling; and

13. A standby electric generator may not be located on property (a) owned or maintained by the Property Owners' Association; or (b) owned in common by the Property Owners' Association members.

(9) WAIVER AND ESTOPPEL

All streets and roadways of this Subdivision shall be privately maintained by the Association. The County of Gillespie shall not be responsible for the maintenance and repair of the streets and roadways. By acceptance of a deed to a lot within the Subdivision, each purchaser covenants and agrees to waive any right the purchaser may have to demand or compel the maintenance or repair of the streets and roadways of the subdivision by the County of Gillespie and is estopped from doing so. All contracts for sale of lots within the Subdivision shall provide notice of the waiver of public maintenance.

I, the undersigned , being the Secretary of Post Oak Lakes Property Owners' Association, Inc., do hereby certify the foregoing to be the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision, as adopted by the affirmative vote of Owners holding greater than 67% of the membership votes of the Association, the consents of such Owners are attached hereto, effective the 26th day of June ,2019.

Connie Powell
Secretary
Printed
Name: CONNIE POWELL

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 26th day of June 2019, by Connie Powell , Secretary of POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC., a Texas corporation, on behalf of said entity.

NOTARY PUBLIC STATE OF TEXAS
LISA OLFERS
Notary ID # 4828208
My Commission Expires
May 2, 2020

Lisa Olfers
Notary Public, State of Texas

EXECUTED by said undersigned Owners, this 23rd day of June, 2019.

Lonnie Childs
(Signature)
Printed Name: Lonnie Childs
LotNo. 117

Vickie Mitchell
(Signature)
Printed Name: Vickie Mitchell
LotNo. 105A

Kathy McNeill
(Signature)
Printed Name: Kathy McNeill
LotNo. 104 A

David T Neely
(Signature)
Printed Name: David T Neely
LotNo. 101 A

(Signature)
Printed Name: Cherie Caswell
Lot No. 124

David Warren
(Signature)
Printed Name: David Warren
Lot No. 22A

(Signature)
Printed Name: David G. Minster
LotNo. 116A

(Signature)
Printed Name: RICK ELLIS
LotNo. 109A

(Signature)
Printed Name: CONNIE Powell
Lot No. 119

(Signature)
Printed Name: Mark Lee
Lot No 121, 122, 123

(Signature)
Printed Name: Lee Gisclon
LotNo. 120

(Signature)
Printed Name: Irene Minster for Kathy Tolan (Proxy)
Lot No. 115 A

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Christy Byrne (Proxy)
LotNo. 111B

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Doug & Rene Pennington (Proxy)
LotNo. 103

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Mickey & Teresa Dunn (Proxy)
LotNo. 34 21

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Michael R. Wolf (Proxy)
LotNo. 35

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Ed & Alice McHalek (Proxy)
LotNo. 113

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Robert J Klepac Jr. (Proxy)
Lot No 110

(Signature) Connie Powell
Printed Name: Connie Powell (for) Kelly Russell Eckhardt (Proxy)
LotNo. 125

(Signature)
Printed Name:
LotNo.

(Signature)
Printed Name:
LotNo.

(Signature)
Printed Name:
LotNo.

(Signature)
Printed Name:
LotNo.

(Signature)
Printed Name:
Lot No.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
July 15, 2019 03:31:11 PM
FEE: $144.00 LMOOSE 20193486
DCC

CJB/emh/GENERAL MISC

33 pgs
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20193487

POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC. TO THE PUBLIC

DEDICATORY INSTRUMENTS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

In compliance with Section 202.006 of the Texas Property Code, attached hereto for filing are copies of the original Articles of Incorporation and the Bylaws of Post Oak Lakes Property Owners' Association, Inc., pertaining to Post Oak Lakes Subdivision situated in Gillespie County, Texas.

Connie Powell is the Secretary of the Post Oak Lakes Property Owners' Association, Inc. and declares that the attached are true and correct copies of the same.

SIGNED this the 11th day of July, 2019.

POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC., a Texas non-profit corporation

By: Connie Powell
CONNIE POWELL, Secretary

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11th day of July, 2019 by CONNIE POWELL, Secretary of Post Oak Lakes Property Owners' Association, Inc, a Texas non-profit corporation, on behalf of said entity.

V ANNE BALLARD
Notary Public, State of Texas
Comm. Expires 05-25-2022
Notary ID 13158332-0

V Anne Ballard
Notary Public, State of Texas

Bylaws of
Post Oak Lakes Property Owners' Association, Inc.
A Non-Profit Corporation

Article 1.
General

1.1. Principal Office. The principal office of the Association in the State of Texas shall be located at the office of the Registered Agent on file with the Texas Secretary of State office. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

1.2. Registered Office and Registered Agent. The Association shall have and 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 registered office will be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

Article 2.
Definitions

"Articles" shall mean the Articles of Incorporation of the Association.

"Association" shall mean and refer to Post Oak Lakes Property Owners' Association, Inc. (a Texas non-profit corporation), its successors and assigns.

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

"Certificate" shall mean the Certificate of Formation of the Association.

"Common Area" shall mean all real property (including the improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the Owners. By way of illustration, Common Area may include, but not necessarily be limited to, the following: private streets, signs, street medians, entry gates, landscaping, lighting, entrance signs, walls, bridges, and other similar or appurtenant improvements.

"Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of the Subdivision recorded in Document No. 20193486 of the Official Public Records of Gillespie County, Texas, as such instrument may be amended from time to time.

"Majority Vote" shall mean the vote of more than fifty percent (50%) of all of the votes of the membership of the Association.

"Majority of the Members" shall mean those Members who are entitled to vote more than fifty percent (50%) of all of the votes of the membership of the Association.

"Member" shall mean an Owner who is a Member of the Association as provided for below.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Plat" shall mean the map or plat of the Subdivision recorded in Volume 2, Page 169 of the Plat Records of Gillespie County, Texas, and as such plat may be modified and amended from time to time.

"Subdivision" shall mean the Post Oak Lakes Subdivision, according to the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Tract" shall mean and refer to any plot of land shown upon the plat, with the exception of any plot designated as a Common Area.

Article 3.
Members

3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Tract which is a part of the Subdivision shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Tract governed by the terms of the Declaration.

3.2. Class of Members/Voting Rights.

Class A: Class A members shall be all owners of lots with a dwelling thereon and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot hereunder.

Class B: Class B members shall be all owners of lots without a dwelling thereon and shall be entitled to one vote for each lot owned. When more than one

person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot hereunder.

When more than one person owns an interest in any Tract, in order for the vote attributable to such Tract to be valid, the Owners of such Tract (or their representatives) shall deliver to the Board of Directors such instruments and documents (including, without limitation, resolutions, authorizations, approvals, and certifications) as the Board of the Directors may reasonably request to confirm that such vote was authorized; such instruments and documents to be delivered prior to the taking of the vote of the members. If such instruments and documents are not delivered, or if the Board of Directors determines, in its sole discretion, that such vote was not properly authorized, the vote submitted for such Tract shall be deemed to be an abstention.

3.3. Transfer of Membership. Membership in the Association is not transferable or assignable. Membership automatically terminates when a Member no longer owns a fee or undivided fee interest in a Tract.

3.4. Suspension of Rights to Use Common Areas. A Member's rights to use any Common Areas and facilities may be suspended by the Board of Directors during any period in which such Member shall be in default of any provisions of the Declaration, or in default of any rules and regulations adopted by the Association.

Article 4.
Meeting of Members

4.1. Annual Meetings. An annual meeting of Members shall be held every twelve (12) months for the transaction of such business as may be properly brought before the meeting. The annual meeting shall be held within thirty-one (31) days following the end of the calendar year on a day and hour to be selected by the President, the Board of Directors, or a Majority of the Members.

4.2. Special Meeting. Unless otherwise prescribed by statute, special meetings of the Members may be called for any purpose or purposes. Special meetings may be called by the President, the Board of Directors, or by 10% of Members. Only business within the purpose or purposes described in the notice required by Section 4.4. may be conducted at a special meeting of the Members.

4.3. Place of Meeting. The Board of Directors may designate any place in Gillespie County as the place of meeting for any annual meeting. The person or group that called a special meeting may designate any place in Gillespie County, Texas, as the place of meeting for any special meeting of the Members, unless otherwise prescribed by statute. If no designation is

made, the place of meeting shall be the principal office of the Association in the State of Texas.

4.4. Notice of Meeting.

A. Except as otherwise provided in Subsection 4.4.B. below, written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by facsimile transmission, by electronic message, or by mail, by or at the direction of the President, the Secretary, or the person calling the meeting, to each Member entitled to vote at such meeting.

B. With respect to any meeting of the Members called for the purpose of taking any action requiring a vote of Members under Article V., Section 5 of the Declaration regarding special assessments, written or printed notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by facsimile transmission, by electronic message, or by mail, by or at the direction of the President, the Secretary, or the person calling the meeting, to each Member entitled to vote at such meeting.

C. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage thereon prepaid. If transmitted by facsimile or electronic message, notice is deemed to be delivered on the date and at the time the facsimile or electronic message is sent to a facsimile number or electronic message address provided by the Member for purposes of receiving notice (provided that, written confirmation that such notice was sent shall be maintained by the Corporation). Notice shall be valid whether or not it is actually received.

4.5. Quorum of and Voting by Members.

A. With respect to a meeting of the Members called for the purpose of taking any action requiring a vote of Members under Article V, Section 5 of the Declaration regarding special assessments, the presence of Members or proxies entitled to cast a majority of all the votes of the membership of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

B. With respect to any other matter, a quorum shall be present at a meeting of Members if a Majority of the Members are represented at the meeting in person or by proxy.

Once a quorum is present at a meeting of Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Member or the refusal of any Member represented in person or by proxy to vote shall not effect the presence of a quorum at the meeting. The Members represented in person or by proxy at a meeting of the Members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by the vote of more than fifty percent (50%) of the votes that may be cast by the Members represented at that meeting in person or by proxy.

C. With respect to any matter, other than a matter for which the affirmative vote of a specified number of Members is required by law, the Articles, the Declaration, or these Bylaws, the affirmative vote of more than fifty percent *(50%)* of the votes that may be cast by the Members represented in person or by proxy at a meeting of Members at which a quorum is present shall be the act of the Members.

4.6. Proxies. A Member may vote in person or by proxy executed in writing by the Member or such Member's duly authorized attorney in fact. The Board of Directors may designate the form of the proxy to be used. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

4.7. Method of Voting. With respect to the election of Directors, on a proposed adoption or amendment of a Dedicatory Instrument, on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment, or on the proposed removal of a Director, voting shall be by secret written ballot. Voting on any other matter may be by voice or show of hands unless the presiding officer shall order, or any Member shall demand, that voting be by written ballot. Votes cast outside of a Membership Meeting must be cast by a signed written ballot.

4.8. Rules of Procedure. To the extent applicable, the most recent edition of Robert's Rules of Order in effect at the time of the Members' meeting may govern the conduct and procedure at all Members' meetings.

4.9. Action by Written Consent. Any action required by law to be taken or which may be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall have been signed by all the Members entitled to vote with respect to the action that is the subject of the consent.

Article 5
Board of Directors

5.1. Management of Association. The affairs of the Association shall be managed by its Board of Directors. The Directors need not be residents of Texas.

5.2. Powers of the Board of Directors. The Board of Directors shall have the power to:

a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the right of any Member to use of any Common Area and facilities during any period in which such Member shall be in default of any provisions of the Declaration, or in default of any rules and regulations adopted by the Association:

c. Hire such personnel as are in the opinion of the Board necessary for the efficient and effective operation of the Association and delegate to such personnel such of the rights, powers and privileges of the Board of Directors as the Board of Directors may deem to be necessary or advisable;

d. The Board may employ a managing agent.

e. Exercise the rights, powers and privileges delegated to the Board of Directors herein, or in the Articles, the Declaration or by State law; and

f. Exercise for and on behalf of the Association all powers, duties, and authorities vested in or delegated to the Association and not otherwise reserved to the Members of the Association herein, in the Articles, the Declaration or by State law.

g. Establish committees with specific charters to complete needed projects or duties as assigned.

h. Enforce the Covenants, Conditions and Restrictions of the Association, and its Bylaws in accordance with Texas statutes.

5.3. Duties. It shall be the duty of the Board of Directors to:

a. Cause to be kept a complete record of all its acts and corporate affairs and (i) to present an annual report thereof to the members at the annual meeting of the

members, and (ii) to provide interim reports thereof to the Members if such interim report is requested in writing by Members who are entitled to vote at least one fourth (1/4) of all of the votes of the membership of the Association;

b. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Tract at least twenty (20) days in advance of each annual assessment period;

(2) send written notice of each annual assessment to every Owner subject thereto; and

(3) cause collection action to be taken to secure and collect delinquent assessments as more particularly set out in the Declarations.

d. Procure and maintain adequate general liability insurance, errors and omissions insurance for officers and directors, and hazard insurance on property owned by the Association;

e. Cause all officers or employees of the Association having fiscal responsibilities to be bonded, if the Board of Directors deems such bonding to be reasonable and appropriate; and

f. Cause the Common Area to be maintained.

5.4. Number. The number of Directors shall not be less than three *(3)* nor more than five (5).

5.5. Qualifications of Directors. A Director shall be a Member of the Association in good standing as of the time of nomination.

5.6. Appointment/Election. Directors shall be elected by the Members in accordance with Article 4 above.

5.7. Term of Office. At the meeting of the Members to elect Directors after the approval of the Bylaws, the Members shall elect one-half (1/2) of the number of Directors to be elected for a term of one (1) year, and one-half (1/2) of the number of Directors to be elected for a term of two (2) years. Thereafter, Directors shall be elected for a term of two (2) years and can only serve for two (2) consecutive terms.

5.8. Nominations.

A. Nominations for election to the Board of Directors shall be made in writing on a form approved by the Board of Directors for nominations. Nominations shall include the written undertaking of the nominee to serve if elected. Written nominations shall be accepted if delivered to the Secretary of the Board of Directors not less than fifteen (15) days prior to the date of the meeting at which such election is to be held. Nominations may also be made at the floor of the meeting at which an election is to be held.

B. The election officer shall check all nominations and shall disqualify from election any nominee not qualified for election or improperly nominated. In the event a nominee is disqualified, he or she shall be immediately notified in person, by telephone or in writing of such disqualification and shall be entitled to remedy such disqualification within twenty-four (24) hours of such notification, in which case his or her nomination shall be accepted notwithstanding the initial disqualification. The decision of the election officer regarding disqualification shall be final.

C. Notice of election shall be included with the notice of the meeting at which such election is to be held.

D. The Board of Directors shall, by resolution, designate one of its members not standing for re-election to serve as election officer for the election. The election officer shall administer the election. The election officer may appoint such assistants as are in his or her judgment required to conduct the election. An assistant shall not be a candidate for election to the Board of Directors in such election. Neither the election officer, nor any assistants shall receive any compensation for serving in such capacities.

E. At each election for Directors every Member shall have the right to vote, in person or by proxy for as many persons as there are directors to be elected and for whose election such Member has a right to vote. Cumulative voting shall not be permitted.

F. Election to the Board of Directors shall be by secret written ballot. Voting and the counting of ballots cast shall be conducted by the election officer and his or her assistants. The results of the balloting shall be announced before the close of the meeting. The nominee(s) receiving the highest number of votes shall be declared to have been elected. Secret written ballots will not be required for uncontested races or for votes on unanimous consent.

5.9. Annual or Regular Meetings. An annual meeting of the Directors shall be held within sixty (60) days after the annual meeting of the Members, for the purpose of electing Officers and for the transaction of other business as may come before the meeting.

Regular meetings of the Board of Directors will be held quarterly with appropriate notice made to all Members.

5.10. Special Meeting. Special meetings of the Directors may be called by the President or by two (2) or more of the Directors.

5.11. Place of Meeting. The Board of Directors may designate any place in Gillespie County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, the place of meeting shall be the principal office of the Association in the State of Texas; but, if all of the Directors shall meet at any time and place, either within or without the State, and all consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such corporate meeting action may be taken.

5.12. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of Directors shall be delivered, either personally by facsimile transmission, by electronic message, or by mail, to each Member not less than ten (10) or more than sixty (60) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to Member at such Member's address as it appears on the records of the Association, with postage thereon prepaid.

5.13. Informal Act By Directors. Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of the Directors, may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

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

5.15. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

5.16. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the remaining Directors, and the person elected to fill such vacancy shall serve for the unexpired term of his or her predecessor. A director's position becomes vacant if the director dies, becomes incapacitate, resigns, or is no longer a Member.

5.17. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

5.18. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.19. a) Removal. Any Director may be removed by a Majority Vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

b) Removal by Board. Any director may be removed at a Board meeting if the director—

i. failed to attend three (3) consecutive Board meetings;

ii. failed to attend fifty (50) percent of Board meetings within one year;

iii. is delinquent in the payment of any Assessment for more than thirty (30) days; or

iv. is the subject of an enforcement action by the Property Owners Association for violation of the Dedicatory Instruments.

5.20. Open Meetings Regular meetings of the Board of Directors shall be open to all Members, provided, however, that Members who are not members of the Board of Directors may not participate in any deliberation or discussion unless recognized by the President to so participate. The Board of Directors may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, property matters, orders of business relating to matters which are or maybe the subject of a claim or privilege, or for any purpose deemed appropriate in the discretion of the Board of Directors.

5.21. Enforcement Procedures.

a. Notice. Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Property Owners Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Dedicatory Instruments, the Property Owners Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice

must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was mailed to the Owner; (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

b. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Property Owners Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a 30-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

c. Appeal. Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within fifteen (15) days after the hearing date.

d. Changes in Law. The Board may change the enforcement procedures set out in this section to comply with changes in law.

5.22. Miscellaneous.

a. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

b. Conflict. The Declaration controls over these Bylaws.

c. Inspection of Books and Records. *Inspection by Member.* After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent, any Property Owners Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

Article 6.
Officers

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

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

6.3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

6.4. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts or other instruments which the Board of Directors have authorized to be executed (except in cases where the signing and

execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association); and in general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President will arrange for an audit of the Treasurer's records by a non-Board member to be conducted and reported to the Board on a quarterly basis. The President or their designee will become the Registered Agent for the Association, and the President will make the necessary change of agent filing with the Texas Secretary of State office. The President will also change the Management Certificate as needed with the Gillespie County Clerk's office.

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

6.6. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with surety or sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties as from time to time may be assigned by the President or by the Board of Directors. The Treasurer will be responsible for completing the annual IRS tax filing and the Texas State Franchise Tax filing within the required deadlines for submittal.

6.7. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the Association records; keep a register of the post office address of each Director which shall be furnished to the Secretary by each Director, and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Article 7.
Committees

7.1. Committees of Directors. The Board of Directors by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management

of the Association. The designation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.

7.2. Other Committees. Other committees may be designated by a resolution adopted by a majority of the Directors present at a meeting of which a quorum is present.

Article 8.
Contracts, Checks, Deposits and Funds

8.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association. Such authority may be general or confined to specific instances.

The Board may authorize contracts or expenditures to maintain the common area of the Association or to enforce the Covenants and Bylaws of the Association. When such contracts or expenditures are estimated to be greater than one-thousand dollars ($1000), Board approval is required and at least two Board member signatures are required on the contract. When the estimate for the project exceeds $10,000, the Board should attempt to get three (3) bids; if three bids are not returned within the designated time period, the Board can proceed with the returned bid(s). Potential conflict of interest concerns will follow applicable Texas statutes.

8.2. Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the 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 of Directors.

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

Article 9.
Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Directors. All books and records of the Association may be inspected by any Director or his agent or attorney for any proper purpose at any reasonable time.

The Association will maintain a Records Retention Policy and a Records Copying Policy on file with the County Clerk of Gillespie County as required by Texas statute.

Article 10.
Fiscal Year

The fiscal year of the Association shall be determined by the filing of its return with the Internal Revenue Service.

Article 11.
Waiver of Notice

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

Article 12.
Indemnification of Directors and Officers

12.1. Definitions. In this Article:

A. "Indemnitee" means (i) any present or former Director, advisory director or officer of the Association, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

B. "Official Capacity" means (i) when used with respect to a Director, the office of Director of the Association, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

C. "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could

lead to such an action, suit or proceeding.

12.2. Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding to which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 12.l.A., if it is determined in accordance with Section 12.4. that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event a determination is made that a person is entitled to indemnification pursuant to this Section 12.2. in connection with a Proceeding in which the Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, such indemnification shall be limited to the reasonable expenses (including court costs and attorney's fees) actually incurred by the Indemnitee in connection with the Proceeding. No indemnification shall be made under this Section 12.2. in respect of any judgment, penalty, fine or amount paid in settlement in connection with any Proceeding in which such Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a), (b) or (c) in the first sentence of this Section 12.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

12.3. Successful Defense. Without limitation of Section 12.2. and in addition to the indemnification provided for in Section 12.2., the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which (i) he is a witness or other participant because he served in any of the capacities referred to in Section 12.1 .B.. at a time when he is not a named defendant or respondent in the Proceeding, or (ii) he is a named defendant or respondent because he served in any of the capacities referred to in Section 12.1 .B., if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

12.4. Determinations. Any indemnification under Section 12.2. (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. The Association shall take all steps necessary to make such

determination on its own initiative or upon the request of an Indemnitee. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors, duly designated to act in the matter by a majority vote of all Directors (in which designation Directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses (a) or (b) of this Section 12.4. or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Directors (in which Directors who are named defendants or respondents in the Proceeding may participate); or (d) by the members in a vote that excludes the Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 12.4. that the Director or officer has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

12.5. Advancement of Expenses. Reasonable expenses (including court costs and attorney's fees) incurred by an Indemnitee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding and without the determination specified in Section 1 2.4. after the Association receives (a) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he has not met that standard or if it shall ultimately be determined that indemnification of such Indemnitee against expenses incurred by him in connection with that proceeding is prohibited by Section 12.2. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

12.6. Other Indemnification and Insurance. The indemnification provided by this Article shall not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Association's Articles of Incorporation,

any law, agreement or vote of members or disinterested Directors, or otherwise, or under any policy or policies of insurance or other arrangement, consistent with law, purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity. The indemnification provided by this Article shall continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.7. Notice. Any indemnification or advance of expenses to a present or former Director of the Association in accordance with this Article shall be reported in writing to the Members of the Association with or before the notice or waiver of notice of the next Members' meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

12.8. Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, and, in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

12.9. Continuing Offer, Reliance, Etc. The provisions of this Article (i) are for the benefit of, and may be enforced by, each Director and officer of the Association, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Director or officer and (ii) constitute a continuing offer to all present and future Directors and officers of the Association. The Association, by its adoption of these Bylaws, (i) acknowledges and agrees that each present and future Director and officer of the Association has relied upon and will continue to rely upon the provisions of this Article in accepting and serving in any of the capacities referred to in Section 12.1 .A. of this Article, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Directors and officers and (iii) acknowledges and agrees that no present or future Director or officer of the Association shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Association.

12.10 Effect of Amendment. No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Director or officer of the Association to be indemnified by the Association, nor the obligation of the Association to indemnify any such Director or officer, under and in accordance with the provisions of this Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Article 13.
Amendment To Bylaws

These Bylaws may be amended by the affirmative vote of at least sixty-seven percent (67%) of all of the votes of the membership of the Association.

Article 14.
Dissolution

The Association may be dissolved by the vote of not less than sixty-six percent (66%) of all of the votes of the membership of the Association (excluding any votes of members whose voting rights have been suspended). Upon dissolution of the Association, the Association's interest in the Common Areas and other assets owned by the Association shall be distributed in accordance with a plan of distribution adopted by the board of directors and approved by the vote of not less than sixty-seven percent (67%) of all of the votes of the membership of the Association (excluding any votes of members whose voting rights have been suspended).

I, the undersigned, being the Secretary of Post Oak Lakes Property Owners' Association, Inc., do hereby certify the foregoing to be the Bylaws of the said Association, as adopted by the affirmative vote of members holding a majority of the membership votes of the Association effective the 26th day of June, 2019.

Connie Powell
Secretary
Printed Name: CONNIE Powell

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 26th day of June, 2019, by Connie Powell, Secretary of POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC., a Texas corporation, on behalf of said entity.

NOTARY PUBLIC STATE OF TEXAS
LISA OLFERS
Notary ID # 4828208
My Commission Expires
May 2, 2020

Lisa Olfers
Notary Public, State of Texas

EXECUTED by said undersigned Owners, this 23rd day of June, 2019.

Lonnie Childs
(Signature)
Printed Name: Lonnie Childs
Lot No. 117

Vickie Mitchell
(Signature)
Printed Name: Vickie Mitchell
Lot No. 105A

Kathy McNeill
(Signature)
Printed Name: Kathy McNeill
Lot No. 104A

David Warren
(Signature)
Printed Name: David Warren
Lot No. 22A

David T Medley
(Signature)
Printed Name: David T Medley
Lot No. 101A

Cherie Caswell
(Signature)
Printed Name: Cherie Caswell
Lot No. 134

CJB/emh/CORPORATE

(Signature)
Printed Name: David G. Minster
Lot No. 116 A

(Signature)
Printed Name: Rick Ellis
Lot No. 109 A

(Signature)
Printed Name: Connie Powell
Lot No. 119

(Signature)
Printed Name: Mark & Cathy
Lot No. 21, 22, 23

(Signature)
Printed Name:
Lot No. 120

(Signature)
Printed Name: Irene Minster for Kathy Tolan
Lot No. 115 A
Proxy

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Christy Byrne (Proxy)
LotNo. 111 B

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Doug/Rena Pennington (Proxy)
Lot No. 103

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Mickey & Teresa Dunn (Proxy)
LotNo. 214 21

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Michael R Wolf (Proxy)
LotNo. 35

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Ed & Alice McHale's (Proxy)
LotNo. 113

Michael S McNeill
(Signature) Michael McNeill for
Printed Name: Robert J. Klepac Jr. (Proxy)
LotNo. 110

Connie Powell
(Signature) Connie Powell for
Printed
Name: Kelly Russell Eckhardt (Proxy)
LotNo. 125

(Signature)
Printed
Name:
Lot No.

(Signature)
Printed
Name:
LotNo.

(Signature)
Printed
Name:
LotNo.

(Signature)
Printed
Name:
LotNo.

(Signature)
Printed
Name:
LotNo.

CJB/cyh/CORPB

FILED
In the Office of the
Secretary of State of Texas

JUN 1 0 1998

Corporations Section

ARTICLES OF INCORPORATION
OF
POST OAK LAKES
PROPERTY OWNERS' ASSOCIATION, INC.

I, the undersigned natural person, DOUG LOONEY, of the age of eighteen years or more, a resident of the State of Texas, residing at 405 McFarland, Kerrville, Texas 78028, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such.

ARTICLE I.

The name of the corporation is POST OAK LAKES PROPERTY OWNERS' ASSOCIATION, INC. hereafter called the Association. The Corporation is a nonprofit corporation.

ARTICLE II.

The principal office of the Association is located at 405 McFarland, Kerrville, Texas 78028.

ARTICLES III.

DOUG LOONEY, whose address is 405 McFarland, Kerrville, Texas 78028, is hereby appointed the initial registered agent of the Association.

ARTICLE IV.

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance, preservation

and architectural control of the common areas within that certain tract known as the Post Oak Lakes Subdivision, according to plat thereof filed for record in Volume 2, Page 128 of the Map or Plat Records of Gillespie County, Texas, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for the purpose to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain declaration applicable to the property and recorded or to be recorded in the office of the County Clerk of Gillespie County, Texas, and as the same may be amended from time to time as therein provided, said declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration and By-Laws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

C. Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or dispose of real or personal property in connection with the affairs of the Association;

D. Borrow money, and with the consent of two-thirds (2/3) of each class of members, mortgage, pledge, Deed in Trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell, 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 agreed to by the members. No such

dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP

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

ARTICLE VI.

VOTING RIGHTS

The Association shall have three (3) classes of voting membership:

Class A members shall be all owners of lots with a dwelling thereon with the exception of the Declarant and shall be entitled to one vote for each lot owned.

When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to one lot.

Class B members shall be all the owners of lots without a dwelling theron with the exception of the Declarant. Each Class B member shall be entitled to one (1) vote for each unimproved lot owned.

When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to one lot.

Class C members shall be those individuals or entities who are defined in the By-Laws as Declarant, and for each Lot owned they shall be entitled to three votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as a Class A or a Class B member, the three votes attached to that Lot shall be extinguished.

ARTICLE VII.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association, but may not be decreased to fewer than three. The members of the initial board of directors, or their successors, shall serve until December 1, 1998. In case of the resignation, death, or failure, incapacity, or refusal to serve of any of the said initial directors prior to said time, the remaining directors may appoint a substitute director or directors to serve the remainder of said period.

The judgment of the directors, whether the directors are the initial directors or substitute directors, in the expenditure of funds of this corporation shall be final and conclusive, so long as such judgment is exercised in good faith. A director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director except as otherwise provided by a Texas statute. The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation regardless of the provisions of the Texas Non-Profit Corporation Act governing indemnification.

The names of the initial directors and their addresses are DOUG LOONEY, 405 McFarland, Kerrville, Texas 78028, PEGGY LOONEY, 405 McFarland, Kerrville, Texas 78028, DAWN SWEET, 405 McFarland, Kerrville, Texas 78028, MANDY LOONEY, 405 McFarland, Kerrville, Texas 78028, and RICHARD LANDON (Member at Large), 405 McFarland, Kerrville, Texas 78028.

ARTICLE VIII.

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) per cent of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this

Association was created. In the event that such dedication is refused acceptance, all of its assets will be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) for one or more purposes exempt under the Texas franchise tax.

ARTICLE IX.

DURATION

This corporation shall exist perpetually.

ARTICLE X.

AMENDMENTS

Amendments of these Articles shall require the assent of two-thirds (2/3) of the entire membership of each class of members.

ARTICLE XI.

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which the Association may be subject at any one time shall not exceed $100,000.00 while there is a class C membership, and thereafter shall not exceed one hundred fifty (150%) per cent of its income for the previous fiscal year, provided that additional amounts may be authorized by seventy-five (75%) per cent of the entire membership.

ARTICLE XII.

ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time, incorporate additional residential properties and Common Areas to the properties

described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3) of the class A membership, two-thirds (2/3) of the class B membership, and two-thirds (2/3) of the class C membership, if any.

ARTICLE XIII.

MERGERS AND CONSOLIDATIONS

To the extent permitted, the Association may participate in mergers and consolidations with other non-profit corporations or associations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire class A and class B memberships if any.

ARTICLE XIV.

AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in this Declaration shall have the assent of two-thirds (2/3) of the entire class A membership two-thirds (2/3) of the class B membership, and two-thirds (2/3) of the class C membership, if any.

ARTICLE XV.

AUTHORITY TO DEDICATE

The Association shall have the power to dedicate, sell 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 agreed to by the members. No such dedication nor transfer shall be effective unless an instrument

has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire class A membership and two-thirds (2/3) of the votes of the entire class B membership, and two-thirds (2/3) of the votes of the entire class C, if any, agreeing to such dedication, sale, or transfer. In the event a proposed dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XVI.

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES X THROUGH XV

In order to take action under Articles X through XV, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The percent of members or of proxies entitled to cast sixty (60%) per cent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the quorum of the preceding meeting devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

CJB/cyh/CORPB

In witness whereof, for the purpose of forming this corporation under the laws of the State of Texas, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 9th day of JUNE, 1998.

DOUG LOONEY, Incorporator

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

I, CARROLL J. BRYLA, a Notary Public, do hereby certify that on this 9th day of JUNE, 1998, personally appeared before me, DOUG LOONEY, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Carroll J Bryla
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
July 15, 2019 03:31:11 PM
FEE: $144.00 LMOOSE 20193487
DI

CARROLL J. BRYLA
Notary Public
State of Texas
Comm. Exp. 01-02-2001

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TITLE PAGE

Filed 31st day of July A.D. 1998 at 11:44 o'clock A.M.

and recorded 3rd day of August A.D. 19 98 at 8:55 o'clock A. .M.

in Volume 351 , pages 754-781 , Official Public Records of Real Property.

DORIS LANGE, Clerk County Court, Gillespie County, Texas.

Filmed by Teresa L Robertson Deputy.
Teresa L. Robertson

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF POST OAK LAKES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF GILLESPIE

983382

THAT, BRITTMORE PROPERTIES COMPANY, a Texas Corporation, ("Declarant"), being the owner of that certain subdivision known as POST OAK LAKES (hereinafter referred to as the Subdivision), according to the plat of said Subdivision as recorded in Volume 2, Pages 128, the Plat Records of Gillespie County, Texas, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to POST OAK LAKES Property Owners' Association, Inc. (a Texas non-profit corporation), its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as POST OAK LAKES Subdivision, according to the plat of said Subdivision as recorded in the Plat Records of Gillespie County, Texas, noted above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the Owners. By way of illustration, Common Area may include, but not necessarily

be limited to, the following: private streets, signs, street medians, entry gates, landscaping, lighting, entrance signs, walls, bridges, lakes, walking trails, and other similar or appurtenant improvements.

Section 5. "Lot" shall mean and refer to any plot of land shown upon a recorded Subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to BRITTMORE PROPERTIES COMPANY, its successors and assigns, but shall exclude Owners who have acquired a lot or lots for their personal residential use.

Section 7. "Member" shall mean and refer to all those Owners who are members of the Association as provided for below.

Section 8. "Subdivision Plat" shall mean and refer to the map(s) or plat(s) of portions of the Properties in the Real Property Records of Gillespie County, Texas.

Section 9. "Improvement" or "Improvements" shall mean or refer to all structures or other Improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, recreation area, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, fences, site lighting, side grading, and any exterior additions including any changes or alterations thereto.

Section 10. "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family, or a permitted family size group of persons.

Section 11. "Committee" shall mean the Architectural Control Committee as referred to in Article VI, Section 2 hereof.

ARTICLE II.

USE OF RESIDENTIAL PROPERTIES

(A) All lots in the Subdivision (excluding Common Area) shall be used for single-family residential purposes only. No owner shall occupy or use his lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guest and tenants, except as provided herein. No business may be operated out of a residence, whether profit or non-profit, except occupations which may be conducted from a home office and for which patrons or clients do not meet at the residence of owner.

(B) During the period of time when dwellings are initially being constructed on the properties, the builder may erect and maintain structures and/or place signs as are customary in connection with the construction and sale of such property and/or improvements, including, but not limited to, a business office, storage areas, construction yards, sales and/or advertising signs (applicable to the builder and the subdivision only), model units, and sales office. However, no such structures shall be built erected, located or placed on the property without the prior written authorization of the Architectural Control Committee, which shall have full right and authority (as outlined as in the "ARCHITECTURAL CONTROL COMMITTEE" article of these restrictions) to control the architectural design, color, placement within the property, material and workmanship in order to see that the quality of the overall development is not jeopardized in any way. Failure to comply with the directives of the Committee concerning these matters is a breach of the covenants herein.

(C) No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence construction of improvements, and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge fees for the repair and maintenance of the Common Area, collect all dues, fines and/or other fees of any sort noted in these restrictions and enforce collection of any such monies in the accordance with any and/or all terms, conditions or rights set forth within these restrictions;

(b) the right of the Association to suspend the voting rights of an owner for any period of time during which any assessment against his Lot remains unpaid;

(c) the right of the Association to suspend the voting rights of any Owner during any period of time in which an infraction of any of the rules and regulations herein has taken place, and to uphold such suspension for up to 60 days after said Owner's cure;

(d) the right of the Association to enforce any and all rules and regulations which are a part of these restrictions and to make

and adopt rules and regulations regarding the use of the Common Area; and

(e) the right of the Committee to enforce any and all rules, restrictions and/or regulations which are a part of these restrictions.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 3. Title to and Obligations Regarding Common Area. Notwithstanding any provisions to the contrary, Declarant may retain the legal right to any Common Area until such time as it has completed improvements thereon and all necessary inspections by the applicable Contractor, Engineer, Utility Companies and/or the City, County or any other applicable inspection body have been satisfied OR until such time as, in the opinion of the Declarant and at its sole discretion, the Association is able to maintain the same.

(a) In this regard, unless otherwise provided herein, the Declarant hereby covenants for itself, its successors and assigns that title to the Common Area will then be conveyed to the Association at no cost (unless otherwise stated herein), at which time the Association shall then automatically assume responsibility for all obligations of Declarant relating to their respective portion or the Common Area. In addition, at the time of this conveyance, all construction warranties, if any, shall also be automatically transferred to the Association relating to the improvements forming a part of the Common Area and the Association shall indemnify and hold Declarant, its officers and partners, harmless from any expenses and/or damages of any kind associated with any and all repairs or damage to roads, utilities and any other Common Area improvements, with the Association (and each Owner) agreeing to contract and deal directly with the applicable third party (contractor, engineer, utility company or county) to remedy such repairs and damages.

(b) In connection with any conveyance of any Common Area from the Declarant to the Association, as set forth in these restriction, the Association shall take responsibility for the ownership and maintenance of any security gates or other security elements restricting access to the Subdivision (the "Security Elements"). Notwithstanding such conveyance, Declarant shall retain full and complete control of the operations of any such Security Elements regulating access to the Subdivision; it being understood that Declarant shall have the right to maintain control of the Security Elements and regulate access to the Subdivision as Declarant deems appropriate in Declarant's sole discretion until the earlier of the following: (1) the Subdivision is completely built out, with all lots having been conveyed to third parties and developed by

completing construction of a residence thereon; or (2) Declarant specifically conveys control of the Security Elements over to the Association in writing.

(c) Until title to the Common Area has been conveyed to the Association by the Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Areas granted to the Association in this Declaration.

Section 4. Indemnification. The Association shall at all times from and after any turnovers of common area and/or management of the Association indemnify and hold Declarant, its officers and partners, harmless from any and all liability associated with any and all claims or damages of every kind arising out of the operations of the Properties or the Association. Additionally, Declarant, its officers and partners, may not be held liable in any way in its role in enforcing or failing to enforce any of the conditions of these restrictions, in protecting its rights or in carrying out any of its duties or obligations. This indemnification shall include the Association payment of any and all expenses including the payment of any and all legal expenses, court costs, all costs associated with the protection of Declarant, its officers and partners, in any legal actions or proceedings or any other action of any kind. Declarant, its officers and partners, shall be shown as an additional insured on the Association liability insurance policy, which shall be in a form acceptable to Declarant and shall be maintained at the Association expense in an amount of not less than $3 million. Said liability insurance requirement shall be in effect until at least three (3) years after (a) all of the common areas are turned over to the Association or (b) the entire development is completed and sold/built out, and any notes or agreements between Declarant and the Association have been paid in full.

Section 5. Assignment By Declarant. Declarant shall have full right and authority to sell or assign its rights, duties and obligations under these restrictions in conjunction with a sale of all of its unsold lots or acreage within the Subdivision, and, upon any such action, Declarant shall have no further obligation or liability, implied or otherwise, hereunder.

ARTICLE IV.

USES OF COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provisions of this Declaration, every member of the Association shall have a right and easement of enjoyment in and to the Common Areas; provided, however no member shall be deemed to have any right of access upon or across or the use of any lot not owned by such member, in connection with such easement of use or enjoyment of the Common Areas. Easements to the Common Areas shall be perpetual.

Section 2. Location of Common Areas. Properties owned in common areas are located as shown on the Subdivision Plats.

Section 3. Extent of Easements of Enjoyment. The right and easements of enjoyment created hereby shall be subject to the following:

(a) Planting; Obstructions. No planting, or gardening by Owners shall be permitted within the Common Areas, and no fences, hedges or walls or other obstructions shall be erected or maintained upon the Common Areas, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the corporation.

(b) Rules and Regulations of Common Areas. The right of the Association from time to time to prescribe reasonable rules and regulations for the use, enjoyment, and maintenance of the Common Areas.

(c) Borrowing of Money. The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof. Declarant specifically reserves the right to lend money to the Association from time to time at commercially reasonable terms.

(d) Protection of Common Areas. The right of the Association to take steps as are reasonably necessary to protect the Common Areas, or any part thereof, against damage, condemnation or foreclosure.

ARTICLE V.

THE POST OAK LAKES PROPERTY OWNER'S ASSOCIATION, INC. AND COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Membership and Voting. Declarant shall take all steps necessary to create the Association to which Association the Declarant may assign or delegate on a permanent or temporary basis one or more of the rights, powers, obligations and duties of the Declarant under these restrictions. Every Owner of a Lot within the Properties shall be a member of the Association.

The Association shall have three classes of voting membership.

Class A: Class A members shall be all owners of lots with a dwelling thereon with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than on person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised

as they determine, but in no event shall more than one vote be cast with respect to any one lot hereunder.

Class B: Class B members shall be all the Owners of lots without a dwelling thereon with the exception of the Declarant. Each Class B member shall be entitled to one (1) vote for each unimproved lot owned. When more than on person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot hereunder.

Class C: Class C Members shall be those individuals or entities who are herein defined as Declarant, and for each Lot owned they shall be entitled to three votes on each matter coming before the Members at any meeting or otherwise. Once a Lot is sold to an individual or individuals who would be classified as a Class A or Class B member, the three votes attached to that Lot shall be extinguished.

Section 2. Turnover. At any time after commencement of operations of the Association, at Declarant's sole discretion, the property owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith. Upon such "Turnover" by the Declarant, the property owners within the Subdivision will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of these restrictions and to establish any and all bylaws, procedures and other management devices by which the Association shall operate. Any Board Members/Directors must be Owners within the Subdivision.

Notwithstanding anything to the contrary, until such "Turnover" has taken place, the management of the Association shall be by Declarant and it's staff. From and after the time of such turnover, the Association shall indemnify and hold Declarant, its officers and partners, harmless from and against any and all claims or damages of every kind, arising out of the development and operations of the Properties or the Association.

Section 3. Personal Obligation and Lien Rights Associated with Collection of Dues and Assessments. Each lot owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular semiannual assessments and all other Association dues, fees, fines, assessments or charges of any kind, including special assessments for capital improvements, which may be established and collected as hereinafter provided.

The semi-annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors or assigns in title unless assumed by them.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or owners of the Properties and for the improvement and maintenance of the Common Area. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, construction, repair or replacement of streets, security gates and entry, and other improvements to the Common Area, cost of trash and debris clean-up, street and lot cleaning, cost of professional or other outside services, and labor, equipment, materials, outside management and supervision necessary to carry out its authorized functions. Additionally, any other expenses which, in Declarant's sole discretion, are deemed necessary to uphold the Subdivision's property values and/or are for the overall betterment of the development and its appearance, shall be the responsibility of the Association and shall be paid out of assessments including, but not necessarily limited to, cost of security, lot cleaning, general maintenance and road cleaning.

Section 5. Initial Semi-Annual Assessment. Until adjusted pursuant to the terms as noted in this document, the maximum Semi-Annual Assessments shall be initially as follows:

* Class A: $ 90.00 per individual lot;
* Class B: $ 35.00 per individual lot; and
* Class C: $ 0 per individual lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum semi-annual assessment may be increased each year by the Board of Directors by not more than 15% above the maximum assessment for the previous year without a vote of membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum semi-annual assessment may be increased above 15% by a vote of two-thirds (⅔) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the semi-annual assessment at an amount not in excess of the maximum.

(d) In no event will Class C assessments stated above be altered or adjusted.

Section 6. Special Assessments. In addition to the semi-annual assessments authorized above the Board of Directors of the Association may levy, a special assessment for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or which is a part of the Common Area, including fixtures and personal property related thereto, or for carrying out other purposes of the Association as stated herein or in the Articles of the Association.

Section 7. Notice and Quorum for any Action Authorized Under Section 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or 6 above shall be sent to all members not less than 30 days nor more than 60 days in advance of any meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Any and all dues of the Association or special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis in lieu of semi-annually by a majority vote of the Board of Directors, or by Declarant. In these restrictions pertaining to the Association dues or special assessments, it shall be construed to mean "monthly" whenever the above event occurs.

Section 9. Date of Commencement of The Semi-Annual Assessments. The semi-annual assessments for any particular lot, by the Owners' Association provided for herein shall not commence until the later of January 1, 1999 AND substantial completion of the roads and utilities to the particular lot has been obtained. After the above have been satisfied, the assessments for the buyer of each Lot shall commence no later than six (6) months after the effective date of the contract OR the date of Lot closing, whichever is earlier (for Class C lots not sold or contracted at the times noted above, dues shall not commence until one (1) year thereafter), and shall be due each semi-annual billing date thereafter.

(a) Class B memberships will automatically convert to Class A memberships on the substantial completion of construction of any dwelling built on such Lot, except in cases where a builder purchased the lot from Declarant for the sole purpose of building a dwelling to offer for sale, then the said conversion shall take place when any of the following events occur; (a) 6 months have

passed since substantial completion of the dwelling, (b) any person or family (including builder) moves into the dwelling or (c) a sale of the Lot to any other party takes place. For purposes of clarification, the term "substantial completion", as used herein, shall be considered as the time when the construction of any building or dwelling has reach the point that it is habitable.

(b) For billing purposes, the semi-annual assessment period will be the 1st day of each January and July and shall commence as to each portion of the property on the first day of the month following the time of commencement, as noted above, and shall be prorated according to the appropriate membership class during the assessment period. All dues are payable in advance at the closing (or by billing if Lot already sold) up to the time of the next future billing. The Board of Directors shall fix the amount of the semi-annual assessment against each Lot at least thirty (30) days in advance of each semi-annual assessment period. Written notice of the semi-annual assessment shall be sent to every Owner subject thereto.

(c) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate permitted by law to be charged the non-paying Owner, or if there is no highest legal rate, then at 10 percent per annum. The Owners' Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien again such Owners' Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgage The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of the Lot pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. All Common Areas and other portions of the Properties, if any, which are dedicated to public authorities shall be exempt from Assessment.

Section 13. Option to Cure. Declarant, or the Association, has the option, but not the obligation to perform any action required of any owner by these restrictions. In the event that Declarant or the Association elects to do so, all sums incurred by the Declarant or the Association in performing the required action shall be charged against the Owner and if not paid within thirty (30) days after it is due said sums shall bear interest at the highest legal rate permitted by law to be charged the Owner and shall be secured by a lien (the same as if said sums were due and/or assessments) on all Lots(s) owned by said Owner. The Declarant or the Association may bring an action at law against the Owner of the lot subject to the assessment for payment thereof and/or bring an action to foreclose the lien which secures the assessment.

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Properties requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of three members selected and appointed by the Board of Directors of the Post Oak Lakes Property Owners Association and may include members of such Board. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Gillespie County, Texas designating its then current composition.

Section 3. Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and

of other homeowners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

Section 4. Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 5. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

Section 6. Indemnity.
Members of the committee and their representatives shall not be liable to any person (including members, property owners, builders, homeowners and/or the association) subject to or possessing or claiming the benefits of these restrictive covenants, for any damage or injury to property or for damage or loss arising out of their acts hereunder. Further, all members, property owners, builders, homeowners and the association shall indemnify and hold the committee members harmless from any expenses and/or damages associated with any action of any kind which may be brought against the committee members as a result of the carrying out of their duties as noted herein. Said indemnification shall include paying for legal counsel and all other expenses and/or damages associated therewith. Payment of such expenses shall be provided through the association.

ARTICLE VII.

SUBMITTAL AND APPROVAL PROCESS

Section 1. Design Submittal. The Owner must submit a design plan, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include a floor plan and all elevations of any proposed

structure(s) (including fences, walls, sign, pools, pool buildings, etc.), roof height, specification of materials, colors, textures and shapes. All measurements and dimensions, both interior and exterior, must be shown. (1/4"-1' minimum) Description of materials and finishes must be clearly indicated. The design plan shall include a plat of the owner's lot which shall specify the location of the improvements upon the lot.

Section 2. Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

(a) The architectural and structural integrity of the design.

(b) Harmony and conformity of the design with the surroundings both natural and built.

(c) Adequacy of the design to conditions of the site.

(d) Relation of finished grades and elevations to neighboring sites.

(e) conformity to specific and general intent of the Protective Covenants covering the subdivision of which the Lot in question forms a part.

(f) Relation of improvements to improvements on neighboring sites.

Section 3. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or the applicable Protective Covenants or those which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of The Properties nor harmony with the natural surroundings. No member of the Committee shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

Section 4. Issuance of a Approval Letter. Upon approval of final submittals, an approval letter will be issued and

construction may begin. The issuance and acceptance of the approval letter assures that:

(a) Construction of an approved building will be completed within twelve months from start of construction.

(b) Construction will be in accordance with approved plans.

(c) Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.

(d) Regular inspections may be made by a representative of the Committee.

Section 5. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 6. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

ARTICLE VIII.

SIZE OF DWELLING AND CONSTRUCTION MATERIALS

The minimum total floor area of Dwellings, which is climate controlled by mechanical heating and air conditioning exclusive of open porches, breezeways, carports, garages and other outbuildings, shall be as follows:

A minimum of 2,000 square feet, if one story, and 2,400 square feet if more than one story.

The total exterior wall area of every dwelling constructed or placed on a lot shall be composed of at least seventy percent (70%)

brick, brick veneer, stone or stone veneer or masonry. The exterior wall area shall be the aggregate area of all exterior walls exclusive of door and window openings.

ARTICLE IX.

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant. All such buildings shall be subject to approval of the Architectural Control Committee. The garage shall not exceed eight hundred (800) square feet unless approved by the Architectural Control Committee. Garages shall be a minimum size to accommodate two full sized automobiles and the garage opening or entranceway shall not face the front property line.

ARTICLE X.

TEMPORARY STRUCTURES

No structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. No trailer, camper, recreational vehicle, or similar vehicle shall at any time be connected to utilities situated within a lot except during periods of construction. No dwelling previously constructed elsewhere may be moved on any lot in the Subdivision. This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently. A portable building may be permitted for use as a Builder's Sales Office (subject to approval of the Architectural Control Committee), however, any such building or structure must be removed within 6 months of start of construction of any building or structure on any adjacent lot.

ARTICLE XI.

SIGNS

As a general rule, no signs of any kind shall be displayed to the public view on any single-family residential lot except one professional sign of not more than one (1) square foot or one sign of not more than nine (9) square feet advertising the property for sale or rent. However, during the construction and sales period of the initial dwellings within the Subdivision (for a period of time not to exceed 6 months after all lots within the Subdivision have been sold and dwellings built thereon) each builder, or its agent, may have one sign each of up to twenty-four (24) square feet at one

of their model home/office facilities within the Subdivision advertising their particular homes and/or services. No signs which advertise Subdivisions other than those owned by Declarant in any way will be allowed. Declarant, or its agent, shall have the right to remove any sign not complying with the provision of this section, and in so doing shall not be liable for any tort arising from such removal.

ARTICLE XII.

MAINTENANCE

(A) Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants that die shall be promptly removed from the property. Lawns must be properly maintained, fences must be repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction upon such lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such lot.

Until a home or residence is built on a lot, Declarant and/or the Association may, at its sole discretion, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, as well as have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a lot in violation of this covenant. The owner of any lot within Classes A & B shall be obligated to reimburse the Association for the cost of any such maintenance or removal upon demand.

Maintenance of all common area amenities shall be the responsibility of the Association, including all intersections, lot corners or areas designated by the Declarant or the Association.

ARTICLE XIII.

UTILITY EASEMENTS

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision Plat further establishes dedications, limitations, reservations, and restrictions, applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated

herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

Section 2. Changes, Additions, and Reservations. Declarant reserves the right to make changes in and additions to the above easements for the purpose of more efficiently and economically installing any improvements. Further, Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity, to grant, dedicate, reserve or otherwise create for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, but only to the extent reasonably necessary and appropriate.

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under (1) all of the Common Areas (2) and all Street and Roadway Easements for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Common Area within the utility easements from time to time existing and from service lines within such easements to the point of service on or in any structure situated upon the Properties. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Common Areas until approved by Declarant or the Association's Board of Directors. Any utility companies furnishing service to the Properties shall have the right to remove (if absolutely necessary) any trees situated within the utility

easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

Section 5. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

Section 6. 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, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by the custom and practice of such utility company. Prior to the construction of any utilities on a developed lot ("developed lot" shall be defined as any lot which has constructed thereon a dwelling unit) Declarant and/or the Association reserve the right to require that the utility company pay for the cost of repairing the easement to the same condition as it was prior to the construction.

ARTICLE XIV.

DRAINAGE EASEMENTS

Easements for drainage throughout the Subdivision are reserved as shown on the aforementioned recorded plats, such easements being depicted thereon as "drainage easements". No owner of any lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural

Control Committee;

(3) construct, erect or install a fence or other structure of any type or nature within or upon drainage easements which will impede the natural flow of water over said easement.

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee Association and/or Declarant, and such Committee Association and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this provision shall in no way affect any other recorded easement in the Subdivision.

ARTICLE XV.

RIGHT OF WAY EASEMENT

Brittmore Properties Company reserves, and shall have a perpetual non-exclusive easement and right of way over and across all platted roadways upon the properties for the purpose of providing vehicular and pedestrian access and utility services to adjoining or neighboring lands. Said easement and right of way shall be for the benefit of Brittmore Properties Company and its successors and assigns and shall be valid notwithstanding the use of any such adjoining or neighboring properties for any purpose or purposes inconsistent with the user of the Properties permitted by this Declaration.

ARTICLE XVI.

VEHICLES

No trailer, tent, boat or recreational vehicle shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of the lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or street. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored, or maintained on any lot. No dismantling or assembling of motor vehicles, boats, trailers, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No

commercial vehicle bearing commercial insignia or names shall be parked for the purpose of serving such lot. No vehicles of any description may be parked overnight on any street within the Properties.

ARTICLE XVII.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes builders and construction workers working after daylight hours. Violations of such restrictions after one written notice has been sent by the Declarant or Association to the lot owner/builder are subject to a fine of no less than $100 and no more than $1,000 per notice.

No owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely effect the other residences or their owners.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms and alarm systems used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

ARTICLE XVIII.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or drainage area in said Subdivision. All household trash shall be disposed of at a sanitary landfill off of the Subdivision. Timber and vegetative debris upon the lot may be disposed upon the lot provided it is in compliance with applicable statutes and regulations.

Other than trash containers or trash receptacles provided by a commercial entity providing regular garbage collection, or disposable non returnable bags, ("permitted receptacle") no garbage can, container or similar receptacle shall be used for garbage pickup and collection. Except on days of garbage collection, all permitted receptacles shall be stored on the owner's property hidden from view from the lot's adjoining street.

ARTICLE XIX.

ANIMALS AND PETS

No livestock, hogs, swine, poultry, fowl, emu, ostriches, rhea, or other similar birds shall be kept or permitted on any lot at any time. Household pets, subject to the further limitations herein, shall be permitted provided such pets are sheltered and kept within the boundaries of the owner's lot at all times, by leash or physical confinement and they are not offensive by smell, sight, sound or otherwise. No commercial feeding operations or commercial breeding of animals shall be conducted on any lot.

No more than two (2) dogs may be sheltered or kept upon any lot at any time.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Declarant or the Association. It shall be the responsibility of the owners of household pets to prevent the animals from running loose or becoming a nuisance to the other residents. Household pets shall be vaccinated and tagged for identification.

ARTICLES XX.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground, provided tanks for the storage of propane gas to be used for household purposes may be maintained.

ARTICLE XXI.

MAIL BOXES

All mail boxes on the property shall conform to the requirements of the U.S. Postal Service and shall be located at the entry to the Subdivision. The Architectural Control Committee shall specify the location, design, and appearance of the mail boxes.

ARTICLE XXII.

ATHLETIC FACILITIES

Tennis court fencing shall be allowed with the approval of the Architectural Control Committee. No basketball goal backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed within the front building setback line.

ARTICLE XXIII.

ROOFS

The surface of all roofs of principal and secondary structures shall be of materials with a manufacturer's lifetime warranty of at least twenty five (25) years, and shall be either dimensional fiberglass shingles, slate, tile, factory fire-treated wood, or metal as approved by the Architectural Control Committee.

The Architectural Control Committee shall have the authority to approve other roof treatments and materials when, in its determination, such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. Simplicity in the overall building design is desirable to provide visual continuity throughout the neighborhood. Creativity is encouraged; however, a distracting roof design is not permissible. Major roof masses which slope toward the street are preferred. All roofs shall be not less than 5 on 12 pitch.

ARTICLE XXIV.

SETBACK LINES

All buildings, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, if any, and in no event shall any such building or other structure be constructed, placed or maintained within seventy five feet (75') of the front boundary of a lot (a lot's front boundary is the center of the street abutting the lot), twenty-five feet (25') of the side boundary of a lot or thirty-five feet (35') of the rear boundary of a lot.

Notwithstanding the provisions set forth in the preceding

paragraphs, all setback line requirements herein specified or set forth on recorded plats may be waived by the Architectural Control Committee in the event the variance requested by the owner of a lot will not, in the opinion and at the sole discretion of said Committee, detract from the general appearance and/or character of the neighborhood or in any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of a lot, its topography and/or the saving of significant trees.

ARTICLE XXV.

FENCES

No fence and/or wall shall be constructed, placed, maintained or altered on any portion of the properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by the committee as more fully detailed in Article VI., Architectural Control Committee, of this Declaration. No barbed wire, netting, chainlink or similar fencing shall be permitted except on those boundary lines of a lot which do not abut property within the Subdivision. Solidwood fencing may not be constructed or maintained more than fifty feet from the side or rear of the principal dwelling.

ARTICLE XXVI.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by a majority of the then owners of the lots in the Subdivision controlled by these covenants has been recorded agreeing to change and/or terminate said covenants in whole or in part.

ARTICLE XXVII.

ENFORCEMENT

Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner of any lot in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. Failure of Declarant or the Association to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserves the right to enforce these

restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the Subdivision controlled by these covenants. The reservation by Declarant or the Association of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither Declarant nor the Association shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.

ARTICLE XXVIII.

PARTIAL INVALIDITY

The invalidation of any one of these covenant by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XXIX.

AMENDMENT

After "turnover" of the Association has occurred, the owners (but expressly excluding their respective mortgagee's, if any) of the legal title to ninety percent (90%) of the lots within the Subdivision may amend the restrictions and covenants set forth herein (except for the terms and conditions of any loan or assessments due to Declarant by the Association) by filing an instrument containing such amendment, along with proof of the 90% consent, in the office of the County Clerk of Gillespie County, Texas.

Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Gillespie County, Texas.

ARTICLE XXX.

NONJUDICIAL FORECLOSURE

Section 1. To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed

of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an Owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate permitted by law for the Owner, or if there is no highest legal rate, then at 10 per cent per annum. The sum to be reimbursed shall be secured by this Special Deed of Trust.

Section 2. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust, may:

(a) Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and

(b) Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

Section 3. If requested by the Association to foreclose this lien, the Trustee shall:

(a) Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto;

(b) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

(c) From the proceeds of the sale, pay, in this order:

(1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;

(2) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;

(3) any amounts required by law to be paid before payment to the Owner; and

(4) to the Owner, any remaining balance.

Section 4. Carroll J. Bryla, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Real Property Records of Gillespie County, Texas.

Section 5. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 6. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as may be amended hereafter, and, which amendment is applicable hereto. The President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Gillespie County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

Section 7. Any liens created by Article III, Article V, or Article XI hereof, shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

ARTICLE XXXI.

SUBDIVISION OF LOTS

No further subdivision of platted Lots in the Subdivision shall be permitted unless the owner has obtained unanimous approval of the Association's Board of Directors.

ARTICLE XXXII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements

contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXXIII.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in Article V herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article XXX. herein.

ARTICLE XXXIV.

NOTICE BY ASSOCIATION

Whenever written notice to a member (or members) of the Association is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not.

ARTICLE XXXV.

MISCELLANEOUS

(1) HUNTING AND FIREARMS

No hunting shall be permitted on any lot of the subdivision.

No firearms shall be discharged on the properties other than for the purpose of the protection of the health, safety

or welfare of an individual or in the protection of the health, safety or welfare of an individual's property. At times of discharge of firearms, due regard shall be given to the personal safety of the owners of neighboring lots and shall be done in such a manner as not to pose a hazard or a nuisance to other property owners.

(2) WAIVER AND ESTOPPEL

All streets and roadways of this Subdivision shall be privately maintained by the Association. The County of Gillespie shall not be responsible for the maintenance and repair of the streets and roadways. By acceptance of a deed to a lot within the Subdivision, each purchaser covenants and agrees to waive any right the purchaser may have to demand or compel the maintenance or repair of the streets and roadways of the subdivision by the County of Gillespie and is estopped from doing so.

(3) ANTENNAS, 18" SATELLITE DISH AND OTHER TOWERS

No television antenna, satellite dish, or other type or mode of transmission tower shall be erected, installed, or maintained without the prior approval of the Architectural Control Committee. Satellite dishes shall not exceed 18 inches in diameter. Radio towers are prohibited.

(4) UNDERGROUND UTILITY SERVICE

All utility service provided upon a lot within the subdivision, including but not limited to electrical, telephonic and cable tv, shall be installed and maintained underground.

Executed by said Declarant, this 30th day of July, 1998.

BRITTMORE PROPERTIES COMPANY

BY: WILLIAM D. LOONEY
Title: President

STATE OF TEXAS
COUNTY OF GILLESPIE

This instrument was acknowledged before me on the 30th day of July, 1998, by WM. D. LOONEY, President of BRITTMORE PROPERTIES COMPANY.

Jill E. Kraus
Notary Public, State of Texas
Printed Name: JILL E. KRAUS
Commission Expires: 10-04-2000

JILL E. KRAUS
Notary Public
State of Texas
Comm. Exp. 10-04-2000

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which have been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 351 Page 754-781 , filmed on the 3rd day of August , A.D. 1998 .

DORIS LANGE, Clerk, by Teresa L Robertson Deputy.
Teresa L. Robertson

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TITLE PAGE

Filed the 28th day of July A.D. 1999 at 10:31 o'clock A M.

and recorded 29th day of July A.D. 1999 at 8:50 o'clock A. M.

in Volume 377, pages 1-3 , Official Public Records of Real Property.

DEBBIE WAHL, Clerk County Court, Gillespie County, Texas.

Filmed by Beth Seelig Deputy.

Beth Seelig

CJB/emh/RE5

BRITTMORE PROPERTIES COMPANY TO THE PUBLIC

STATEMENT OF AFFIRMATION OF
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

WHEREAS, BRITTMORE PROPERTIES COMPANY, a Texas corporation, is the Developer of Post Oak Lakes Subdivision located in Gillespie County, Texas, as described on a plat or subdivision map recorded at Volume 2, Page 128 of the Plat Records of Gillespie County, Texas; and

993462

WHEREAS, BRITTMORE PROPERTIES COMPANY has filed a Revised Plat of Post Oak Lakes Subdivision which Revised Plat was approved for filing by the Commissioners' Court of Gillespie County, Texas on June 24, 1999 and is recorded in Volume 2, Page 169 of the Plat Records of Gillespie County, Texas; and

WHEREAS, BRITTMORE PROPERTIES COMPANY has heretofore filed Declaration of Covenants, Conditions and Restrictions dated July 30, 1998 and recorded in Volume 351, Pages 754-781 of the Real Property Records of Gillespie County, Texas; and

WHEREAS, BRITTMORE PROPERTIES COMPANY desires to confirm, restate and affirm such Declaration of Covenants, Conditions and Restrictions as it pertains to Post Oak Lakes Subdivision as shown on the Revised Plat recorded in Volume 2, Page 169 of the Plat Records of Gillespie County, Texas.

NOW, THEREFORE, it is hereby declared that all of the real property of Post Oak Lakes as described on a revised plat or

9906275

subdivision map recorded in Volume 2, Page 169 of the Plat Records of Gillespie County, Texas shall be held, sold and conveyed subject to the terms, provisions, restrictions, covenants, easements, conditions, charges, liens, setbacks and assessments as set out in the Declaration of Covenants, Conditions and Restrictions dated July 30, 1998 and recorded at Volume 351, Pages 754-781 of the Real Property Records of Gillespie County, Texas which is incorporated herein by reference for all pertinent purposes, and such Declaration of Covenants, Conditions and Restrictions is hereby imposed upon and confirmed, affirmed and restated as to such Post Oak Lakes Subdivision as described in the Revised Plat, such Declaration of Covenants, Conditions and Restrictions to be effective and in full force and effect as of the 30th day of July, 1998, as if the real property the subject of the Dedication and Restrictions is that real property described in the Revised Plat of Post Oak Lakes recorded at Volume 2, Page 169 of the Plat Records of Gillespie County, Texas.

EXECUTED this the 20 day of July, 1999.

BRITTMORE PROPERTIES COMPANY

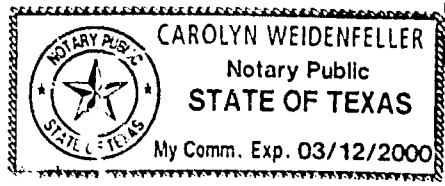
BY: _____
Printed Name: _____
Title: President

CJB/emh/RE5

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 26 day of July, 1999, by William Looney, President of BRITTMORE PROPERTIES COMPANY, a Texas corporation, on behalf of said corporation.



Carolyn Weidenfeller
Notary Public, State of Texas

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 377, Page 1-3 filmed on the 29th day of July, A.D. 1999

DEBBIE WAHL, Clerk, by Beth Seelig Deputy.

Beth Seelig

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TITLE PAGE

Filed the 28th day of July A.D. 1999 at 10:32 o'clock A M.

and recorded 29th day of July A.D. 1999 at 8:55 o'clock A. M.

in Volume 377, pages 4-9 , Official Public Records of Real Property.

DEBBIE WAHL, Clerk County Court, Gillespie County, Texas.

Filmed by Beth Seelig Deputy.

Beth Seelig

CJB/emh/RE4

BRITTMORE PROPERTIES COMPANY TO THE PUBLIC

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF POST OAK LAKES SUBDIVISION

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

993463

WHEREAS, the POST OAK LAKES SUBDIVISION (herein "Subdivision") is described in the map or plat of said subdivision as recorded in Volume 2, Page 128, of the Plat Records of Gillespie County, Texas, and in the revised map or plat of said subdivision as recorded in Volume 2, Page 169, of the Plat Records of Gillespie County, Texas; and

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF POST OAK LAKES SUBDIVISION (herein "Declaration"), is recorded at Volume 351, Pages 754-781, of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, a Statement of Affirmation of the Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision is recorded at County Clerk's Register No. 993462, Gillespie County, Texas, of the Official Public Records-Real Property of Gillespie County, Texas; and

WHEREAS, BRITTMORE PROPERTIES COMPANY, a Texas corporation, is the Declarant as defined in the Declaration; and

WHEREAS, pursuant to ARTICLE XXIX, AMENDMENT, of the Declarations, "Declarant has reserved to itself, in Declarant's

990275

sole discretion without any joinder or consent of any other party, the right to amend the Declaration for the purpose of correcting any error, ambiguity, or inconsistency appearing herein or any reason whatsoever deemed necessary for the benefit of the overall development." Declarant determines that the Amendments contained herein, are necessary to correct errors, ambiguities, or inconsistencies or for the benefit of the overall development of the subdivision;

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision are amended as follows:

AMENDMENT NO. 1

ARTICLE IX, OUTBUILDING REQUIREMENTS, of the Declaration is deleted from the Declaration, is of no further force and effect and in substitution therefor, the following shall become and is enforceable as ARTICLE IX, OUTBUILDING REQUIREMENTS, of the Declaration:

Every outbuilding, inclusive of such structures as a storage building, greenhouse, or children's playhouse, shall be compatible with the dwelling to which it is appurtenant. All such buildings shall be subject to approval of the Architectural Control Committee. Each residence shall be constructed with an enclosed garage and the garage shall be a minimum size to accommodate two full-sized automobiles.

AMENDMENT NO. 2

ARTICLE XIX, ANIMALS AND PETS, of the Declaration is deleted from the Declaration and is of no further force and effect and in substitution therefor the following shall become and is

enforceable as ARTICLE XIX, ANIMALS AND PETS, of the Declaration:

No livestock, including but not limited to cattle, goats, sheep, hogs, swine, poultry, foul, emu, ostriches, rhea or other similar birds, shall be kept or permitted on any lot at anytime, provided however, horses shall be permitted on Lots 117, 118, 119, 120, 121, 122, 123 and 124. Pets shall be permitted on all lots, subject to the further limitations herein. Horses and pets shall be sheltered and kept within the boundaries of the Owner's lot at all times, provided, horses and pets may enter upon the easement roadway when leashed or under the control of the lot owner or the lot owner's guests, invitees or agents. Horses and pets shall not be offensive by smell, sight, sound or otherwise. No commercial feeding operation of animals shall be conducted on any lot.

On those lots upon which horses are permitted, no more than two (2) horses are permitted.

No more than two (2) dogs may be sheltered or kept upon any lot at anytime. All horse pens, corrals, barns, sheds or other structures for the caring or sheltering of horses must be approved by the Architectural Control Committee and shall be constructed in a professional manner and maintained so it is not to become noxious or offensive to other property owners.

All household pets shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Declarant or the Association. It shall be the responsibility of the Owners of household pets to prevent the animals from running loose or becoming a nuisance to the other residents. Household pets shall be vaccinated and tagged for identification.

AMENDMENT NO. 3

ARTICLE XXV, FENCES, of the Declaration is deleted from the Declaration, is of no further force and effect and in substitution thereof, the following shall become and is enforceable as ARTICLE XXV, FENCES, of the Declaration:

No fence and/or wall shall be constructed, placed, maintained or altered on any portion of the properties until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted and approved in writing by the Committee as more

fully detailed in ARTICLE VI, ARCHITECTURAL CONTROL COMMITTEE, of this Declaration. Barbed wire, chain link, or similar fencing shall not be permitted to be used within the interior of the subdivision, and is permitted on the exterior boundaries of the subdivision. Smooth netting wire and panel fencing shall not be permitted except on those boundary lines of a lot which do not abut property within the subdivision and upon any boundary line of Lot No. 117, 118, 119, 120, 121, 122, 123 and 124. Smooth wire netting and panel fences shall be constructed with a top rail of wood or metal which encloses the fence and has one horizontal board over the top of the wire fence and one vertical board which is attached to the horizontal board and which faces away from the interior of the lot. All posts and rails shall be painted.

Tennis Courts may be enclosed by chain link netting.

AMENDMENT NO. 4

ARTICLE XXIX, AMENDMENT, of the Declaration is deleted from the Declaration, is of no further force and effect and in substitution therefor, the following shall become and is enforceable as ARTICLE XXIX, AMENDMENT, of the Declaration:

After "turnover" of the Association has occurred, the Owners (but expressly excluding their respective mortgagee's, if any) of the legal title to 90% of the lots within the subdivision may amend the restrictions and covenants set forth herein (except for the terms and conditions of any loan or assessments due to Declarant by the Association) by filing an instrument containing such amendment, along with proof of the 90% consent, in the office of the County Clerk of Gillespie County, Texas.

Notwithstanding anything to the contrary, Declarant shall have the right at anytime, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein in its sole discretion. Said amendment shall be effective upon filing of said Amended Restrictions with the County Clerk of Gillespie County, Texas.

The amendments herein shall be effective from and after the date that they are duly filed in the Official Public Records - Real Property of Gillespie County, Texas.

The amendments herein and restrictions created thereby shall be burdens running with the land and be enforceable by and against the undersigned, their heirs, successors and assigns, and all other owners of property in the Post Oak Lakes Subdivision.

In all other respects, the provisions of the Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision shall continue in full force and effect as written without change.

EXECUTED this the 20 day of July, 1999.

BRITTMORE PROPERTIES COMPANY

BY: _____
Printed Name: _____
Title: President

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 26 day of July, 1999, by William Looney, President of BRITTMORE PROPERTIES COMPANY, a Texas Corporation, on behalf of said corporation.

CAROLYN WEIDENFELLER
Notary Public
STATE OF TEXAS
My Comm. Exp. 03/12/2000

_____
Notary Public, State of Texas

CJB/emh/RE4

CONSENT TO FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF POST OAK LAKES SUBDIVISION

BROADWAY NATIONAL BANK, in its capacity as lienholder, consents to the First Amendment of Declaration of Covenants, Conditions and Restrictions of Post Oak Lakes Subdivision as contained herein and subordinates its lien to the same.

SIGNED this 6th day of July, 1999.

BROADWAY NATIONAL BANK

BY: _____
Printed Name: James D. Hornbuckle
Title: Sr. Vice President

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on this the 6th day of July, 1999, by Kathy G. Bazzy, Notary Public of BROADWAY NATIONAL BANK, on behalf of said bank.

_____
Notary Public, State of Texas

KATHY G. BAZZY
Notary Public, State of Texas
My Commission expires
April 5, 2001

CERTIFICATE OF LEGALITY AND AUTHENTICITY

I, certify that the discrete numbered microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a) V.T.C.S., and that each image is a true, correct, and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which had been filed for record on the date and at the time stamped on each; that no microfilm image or images were substituted for any original discrete microfilm image or images between the Title Page and this Certificate. Official Public Records of Real Property. Volume 377, Page 4-9 filmed on the 29th day of July, A.D. 1999

DEBBIE WAHL, Clerk, by Beth Seelig Deputy.
Beth Seelig

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