DEDICATION AND RESTRICTIONS

STATE OF TEXAS §

COUNTY OF GILLESPIE §

SECTION 1. RECITALS

WHEREAS, HILLS OF SEVEN FALLS, LLC, is the owner of all tracts and property situated in Seven Falls Ranch, located in Gillespie County, Texas as described on a plat or subdivision map recorded in Volume 2, Page 197-200 of the Plat Records of Gillespie County, Texas; and

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WHEREAS, HILLS OF SEVEN FALLS, LLC, will convey the above described lands subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth ("Restrictive Covenants") and

WHEREAS, certain portions of the Property are subject to certain restrictions ("Prior Restrictions") set forth in the Declaration dated December 1, 1998, and recorded in Volume 359, Page 985, Real Property Records, Gillespie County, Texas.

NOW, THEREFORE, it is hereby declared that all of the Property (as herein defined) shall be held, sold, occupied, transferred and conveyed subject to the following restrictions, covenants, and conditions that are for the purpose of protecting the value and desirability of the above referred to land and that shall run with the land above described and, shall be binding on all parties having a right, title, or interest in or to the above described lands or any part thereof and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof and any contract or deed that may hereafter be executed in connection with said lands or any part thereof shall, be conclusively held to have been executed delivered and accepted subject to the terms and conditions contained in this instrument, regardless whether such terms and conditions are specifically set out in said contract or deed.

SECTION 2. DEFINITIONS

ARCHITECTURAL COMMITTEE. *Architectural Committee* shall mean and refer to an architectural committee of the Homeowners Association, as herein defined, that shall consist of three individuals appointed by the Developer and subject to change by the Developer, the initial Architectural Committee shall consist of Deane C. Watson, Jr., Oscar Durham, and Ed Simon each of whom shall serve at the pleasure of the Developer until 65 % of the Tracts are sold. The Architectural Committee by unanimous vote may designate the Developer's Executive Manager to act for the Committee. After 65% of the Tracts are sold and conveyed by the Developer, the Architectural Committee shall mean and refer to a committee of five Tract Owners elected by and serving at the pleasure of a majority of the Tract Owners for such terms and upon such conditions not inconsistent with these Restrictive Covenants as the majority of

such Tract Owners shall determine and in accordance with the Bylaws of the Homeowners Association.

COMMON AREAS. *Common Areas* shall mean all real property (including the improvements thereto) designated on the Plat(s) of the Property or by the Developer for the common use and enjoyment of the Owners, whether in existence at the time of the execution of this Declaration, or which may be added at any time in the future, including but not limited to the Common Areas shown in the subdivision plat or map recorded in Volume 2, Page 197-200 of the Plat Records of Gillespie County, Texas, as amended from time to time. By way of illustration, Common Areas may include, but not necessarily be limited to, the following: signs, street medians, recreation areas, landscaping, lighting, entrance signs, walls, bridges, trails, green belts, mail boxes, and other similar or appurtenant improvements.

DEVELOPER. *Developer* as used in these Restrictive Covenants shall refer to HILLS OF SEVEN FALLS, LLC, its heirs, successors, or assigns.

HOMEOWNERS ASSOCIATION. *Homeowners Association* shall mean and refer to an incorporated association consisting of all Owners, which shall have the duties hereinafter set forth. Each Owner of a Tract shall become a member of the Association contemporaneously with acquiring a Tract, without any further documentation of any kind. The Owners shall be members of the Homeowners Association. Each Owner of a Tract including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Tract. Association membership shall only be transferred upon the conveyance of a Tract in fee by an Owner and membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a transfer prohibited hereby shall be void. The Association may be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and Bylaws, subject to the provisions of these Restrictive Covenants. Each Owner shall have one vote for all of the land owned by such Owner, e.g., if an Owner owns several Tracts such Owner shall have only one vote except that Developer shall have two (2) votes for each Tract owned by the Developer as provided in the Articles and Bylaws of the Association. All owners of undivided interests in any Tract shall be considered as a single Owner for the purposes of exercising voting rights hereunder with the designated "voter" being authorized in writing by a majority of such Owners. Meetings shall be as set forth in the Bylaws of the Homeowners Association. Notwithstanding any contrary provision contained herein, until such Bylaws are enacted or the Developer has conveyed to third parties 65% of the acreage or platted lots, whichever shall last occur, Developer shall appoint the Directors and Directors need not be members of the Association. The Association shall have the powers and duties specified in the Articles and Bylaws of the Homeowners Association.

OWNER. *Owner or* Owners shall, mean a person or persons, entity or entities, including Developer, holding a fee simple interest in any portion of the property. Owner shall not include any lienholder, secured party, mortgagee, lessee, invitee or guest, but even though an Owner may lease a Tract or permit invitees or guests, and may delegate to each tenant, invitee or guest, the right and easement of use and enjoyment in and to the Common Areas, such parties and such use and enjoyment by such parties shall be subject to, and as provided in, the provisions of these Restrictive Covenants, and any lease or agreement shall provide that the terms thereof shall be subject in all respects to the provisions of these Restrictive Covenants and any failure by the lessee, invitee or guest to comply with the terms and provisions of these Restrictive Covenants shall be and constitute a default under such lease or agreement and shall

be in violation of these Restrictive Covenants with the same consequences as if such Owner delegating such right and easement had violated the same.

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

PROPERTY. *Property* shall mean and refer to that certain real property hereinbefore described as the subdivision and more particularly described as Seven Falls Ranch, according to the plat of said subdivision as referenced herein and recorded in the Plat Records of Gillespie County, Texas and any additional real property owned by Developer as long as such additional real property is:

(i) contiguous or adjacent to the real property herein described or to any real property contiguous or adjacent to such additional real property; and

(ii) to be subdivided by Developer, its successor or assigns, pursuant to a plat filed of record in Gillespie County, Texas, indicating that such additional property will constitute an addition to SEVEN FALLS RANCH; and

(iii) to be developed by Developer in a manner consistent with the concept contemplated by these Restrictive Covenants.

Such additional real property may become subject to these Restrictive Covenants by Developer who may, without the consent of any Owner, which consent is expressly waived by each Owner, at any time and from time to time, add to SEVEN FALLS RANCH and to the concept hereof any such property which is presently owns or which it may hereafter own, by filing of record a supplement to these Restrictive Covenants, which shall extend the concept of thee covenants, conditions and restrictions of these Restrictive Covenants to such additional real property; provided, however, that such supplement may contain such complementary additions and modifications of the different character, if any, of the added properties and as are not inconsistent with the concept of these Restrictive Covenants. In no event, however, shall such supplement modify or add to the covenants established by the Restrictive Covenants. Developer may make any such addition even though at the time such addition is made, Developer is not the owner of any portion of the property described herein. Each supplement may designate the number of separate parcels or tracts comprising the properties added or such designation may be deferred to further and subsequent supplements as herein provided. Each such separate parcel or tract shall constitute a Tract within the meaning of these Restrictive Covenants.

TRACT. *Tract or Tracts* shall mean and be defined as a Lot specified and shown in any plat and replat of the Property and shall include any improvements from time to time constructed, erected, placed, installed, or located thereon.

SECTION 3. DEDICATION OF STREETS

The Developer hereby reaffirms the dedication to the public forever, for its use, the public roads as shown on the plat or replat of the Property.

SECTION 4. COMMON AREAS

The undersigned hereby dedicates for the common use and enjoyment of the Owners the Common Areas and subject to the provisions of these Restrictive Covenants, every Owner and every tenant of every Owner who resides on a Tract, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Tract shall have a right and easement of use and enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Tract; PROVIDED, HOWEVER, such easement shall not give such person the right to make alternations, additions or improvements to the Common Areas. The Developer shall convey the fee simple tittle to the Common Areas to the Homeowners Association, free and clear of all encumbrances and liens other than the lien of current taxes and assessments not in default and utility easements and mineral interests outstanding and of record, prior to January 1, 2002. The rights and easements of enjoyment created hereby shall be subject to the right of the Association to suspend membership rights for any period during which any assessment against a Tract remains unpaid.

SECTION 5. RESTRICTIVE COVENANTS

1. Limitation on Use.

All Tracts shall be used solely for residential and agricultural purposes, including wildlife management as defined by the Texas Tax Code and other applicable statutes subject to the limitations and provisions of these Restrictive Covenants; including as herein provided gastehaus and Bed and Breakfast. The residential use of Tracts shall be limited to single family residential use except as otherwise expressly provided herein. Home occupations as defined herein are permissible uses. Only one permanent residence will be permitted on any one Tract. Additional buildings, hereinafter referred to as a *gastehaus, shall be permitted.* No Tract shall be used for any commercial or industrial purpose except for (a) permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) and (b) a cottage industry by an artisan such as an artist, photographer, wood, metal or glass sculptor.

2. Building Restrictions/Maintenance.

A. No Construction without Architectural Committee Approval. No construction of any improvement within the Property may be commenced or substantially altered without the prior submission of written building plans to and the written approval of the Architectural Committee which approval shall include the approval of the size, square footage and location of all buildings and structures including without limitations the location of any gastehaus, Bed and Breakfast and agricultural barns, buildings and improvements. To obtain approval to do any of the work described herein an Owner must submit an application to the Architectural Committee showing the plans and specifications for the proposed work, which plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work. The Architectural Committee shall review applications for proposed work in order to (i) ensure conformity of the proposal with these covenants, conditions and restrictions, and (ii) ensure harmony of external design in relation to surrounding structures and topography. An application

can be rejected for providing insufficient information. The Architectural Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Architectural Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies. The members of the Architectural Committee shall not be entitled to compensation for nor liable for damages, claims or causes of action arising out of, services performed pursuant hereto. Any two members of the Architectural Committee may approve or disapprove any matter before the Architectural Committee. The Architectural Committee may for good cause shown approve variances as to any covenant, condition or restriction but such variance shall require approval of a majority of the members of the Architectural Committee. The determination and decision by the Architectural Committee as to whether a variance should be granted shall be final and binding on all Owners, and neither the Architectural Committee nor any of its members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Architectural Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Architectural Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictive Covenants, or any provisions hereof nor shall it be a variance as to any other property or situation. If any Owner of any Tract fails to maintain the Tract in a neat orderly manner, the Developer or the Architectural Committee shall have the right, through its agents and employees, to enter the Tract in order to repair, maintain and restore the Tract, including landscaping, and the exterior of any building and other improvements located on the tract, all at the expense of the Owner. Such expense shall be an assessment against such Owner and such Owner's Tract(s) to the same extent as provided for other assessments.

B. Servants' Quarters, Gastehauses, and Outbuildings. Subject to all other terms and provisions of these Restrictive Covenants, servants quarters, one gastehaus and outbuilding may be constructed on a Tract, provided however that the plans therefor have been previously approved by the Architectural Committee according to the procedures set forth herein.

C. *Exception.* Notwithstanding the foregoing, the following tracts are excepted from the one gastehaus provision and shall be permitted additional gasthauses as follows:

Tracts 1 and 38	4 gastehauses
Tracts 2, 3, 6, 13,14, 30, 31	2 gastehauses
All other tracts	1 gastehaus

D. *Bed and Breakfast.* A "Bed and Breakfast" shall be included in the definition of a gastehaus. *Bed and Breakfast* means and refers to temporary lodging services by other persons that provide housing for its occupants for a duration of less than two weeks. Bed and Breakfast shall be permitted on a limited number of Tracts designated and approved by the Architectural Central Committee.

E. *Pre-Construction.* Notwithstanding the foregoing provisions and subject to the requirements for prior plan review and approval by the Architectural Committee before

beginning construction and the Prior Restrictions, servants, quarters and a gastehaus as described herein may be commenced prior to the construction of a primary residence.

F. *Guests*. The number of and the regulations for guests for a gastehaus and Bed and Breakfast shall be specified and approved by the Architectural Control Committee.

G. *Architectural Styles.* Notwithstanding anything to the contrary contained herein, all improvements of any description shall be restricted to and compatible and consistent with the early Gillespie County Construction period consisting of log cabins or log homes, natural limestone construction, early Fredericksburg frame styles, or any combination thereof.

H. *Carports.* Open carports that shelter only automotive vehicles shall be permitted; provided that the wall or side facing any street or streets that abuts or abut the Tract is enclosed to prevent and prohibit viewing of the interior of the carport from the street and provided that any such carport shall be approved b the Architectural Committee.

I. *Driveways.* The driveway(s) on each Tract shall be improved with crushed granite or asphalt (but not caliche) and shall be approved by, and subject to variances granted by, the Architectural Committee. Culverts for driveway shall be in compliance with Gillespie County regulations for County roads.

3. Occupancy.

No residence. shall be, occupied until the exterior thereof shall be completely finished and connected to utilities including water, electrical, and solid waste disposal system, all approved by the governing body controlling, wells and solid waste disposal systems.

4. On *Site Construction.*

No dwelling, house way be moved onto any Tract. All dwelling houses serving as a main residence shall be constructed and built onsite. The relocation of reconstruction of a structure of historic quality and integrity to be used as an accessory building shall be permitted. No mobile, modular, premanufactured, or industrial, built homes shall be used as a dwelling nor stored on any Tract. The terms dwelling house, or purposes set out in this paragraph, the term *dwelling house* shall include servants' quarters and *gastehaus.*

5. Setback Requirements

No single family house, servants' quarters, *gastehauses,* outbuildings, mail boxes, or other improvement or structure shall be erected, constructed, placed, or maintained within seventy-five feet of any boundary line of any Tract, except as specified in the Prior Restrictions.

6. Travel Trailers, Motor Homes, Motor Coaches, and other Recreational Vehicles.

After completion of a permanent residence, Tract Owners may store their personal travel trailers, motor homes, motor coaches or other recreational vehicles, so long as it is not used as a permanent dwelling and is not stored closer to the road or street than the rear line of the residence. During the period of construction of a dwelling house, Tract owners may camp in

their recreational vehicles on the Tract for a period not exceeding eight months. No overnight camping is allowed at any other time. Any such permitted camping, including location, shall be as approved by the Architectural Control Committee and shall be out of public view.

7. Boats, Trailers, and Other Vehicles.

All boats, boat trailers, stock trailers or trailers of any kind, and at vehicles having a load capacity of greater than one ton shall be out of public view and shall be parked on the property of the Tract Owner to the rear of the main dwelling as and subject to approval by the Architectural Control Committee

8. Resubdivision.

No resubdivision of Tracts shall be permitted except that owners of multiple, contiguous Tracts or a Tract larger than twenty-four total acres, may subdivide tracts provided that such resubdivision does not result in any one Tract being smaller than twelve acres or if applicable the size specified in the Prior Restrictions. Tracts may be combined or portions of one Tract may be combined with another Tract for one site, in which case the setback and other restrictions shall apply to the re-configured and combined site as though it were one Tract.

9. Churches.

No church shall be erected on any Tract in this subdivision.

10. Abandoned or Inoperative Equipment.

No abandoned or inoperative equipment, vehicles or junk shall be permitted or stored on any Tract, road, or street in this subdivision.

11. Animals.

Swine, sheep, goats, cattle and other livestock shall not be permitted on any Tract except as hereinafter provided and permitted. Domestic pets, including dogs and cats, shall be permitted subject to the provisions hereof. All livestock, pets and other animals permitted hereunder shall be kept within the boundaries of said Tract at all times and shall not be offensive to adjacent Tract Owners by smell, sight, sound, or otherwise and shall not result in overgrazing. No commercial feeding, breeding, boarding or similar uses, activities or operations shall be conducted on any Tract. Horses and exotic animals such as llamas, longhorn cattle and various nonnative species shall be allowed on any Tract. The number of horses, livestock, and other animals (except domestic pets) shall be limited to one such animal per every three acres of each Tract. Tract 11 shall not be limited by, and shall be exempt from, the restrictions set forth in this Paragraph 11.

12. Nuisances/Trash.

No person shall. cause, permit, or allow any noxious condition or offensive activity on any Tract or do anything thereon that is an annoyance or nuisance to the Property and its Owners. Owners shall keep their property clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds. No person shall cause or permit

AAA 052

the disposal of trash or garbage of any kind on a Tract or in a Common Area that would adversely affect the natural beauty and value of any Tract. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from any road and equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition; provided, however, that the Homeowners Association may engage trash service for the Property and all Owners shall participate in such trash service and pay the cost thereof per Tract. No person shall bury any garbage or refuse on any Tract. No Owner shall permit anything or condition to exist upon any Tract which shall induce, breed or harbor plant disease or noxious insects. No open fires, burning or clearing shall be permitted on any Tract or within the Property at any time and no incinerators or like equipment shall be placed, allowed or maintained upon any Tract, without approval of the Architectural Committee. The foregoing shall not be deemed to preclude the use, in customary fashion, of fireplaces and outdoor residential barbeques, grills or fireplaces, subject to the covenants hereof pertaining to the approval of Improvements by the Architectural Committee.

13. Fences.

No person shall construct any fence on any Tract unless such fence consists of new material, professional in appearance, and is completed in a good and workmanlike manner as to quality and appearance. No person shall construct any fence nearer than 25 feet from the right of way boundary of any street that abuts the Tract. The Architectural Committee reserves the right to prescribe the nature and location of fencing in a style consistent with an entrance to the Subdivision.

14. Firearms.

Except as otherwise provided in this subparagraph, no person shall hunt or cause or permit the hunting of any animals or birds on any Tract or in any Common Area, nor shall any person discharge a firearm on a Tract or in a Common Area for any purpose other than (A) the protection of the health, safety, or welfare of a person or an individual's property; (B) the control of pests, varmints, or predators with a shotgun or .22 caliber rifle or handgun using bird or rat shot, pellets, or .22 CB short or long cartridges, or (C) the implementation of the wildlife management plan referred to in Section 7, which person or persons shall be the only person or persons allowed to harvest game. At all times any firearm is discharged, the person discharging such Firearm shall give due regard to the personal safety of the Owners and occupants of neighboring Tracts and may discharge such firearms only in such manner as not to pose a safety hazard or a nuisance to other Owners or occupants. No person shall cause or permit the prolonged or consistent discharge of firearms on any Tract or in any Common Area for any reason. Notwithstanding any other provision in this subparagraph 14 or in these Restrictive Covenants, the Executive Manager of the Developer or, after 65% of the subject Tracts have been sold, the president of the Homeowners Association may in his sole discretion designate one or more persons to use appropriate firearms to implement the relevant provisions of a wildlife management plan that complies with Texas Property Code § 23.5 1.

15. Alternation of Drainage or Water Courses.

No Tract owner shall alter the natural drainage of surface water over and across said Tracts, except as approved by, and with such limitations as may be prescribed by, the Architectural Central Committee.

16. Mineral Exploration/Timber.

No oil, gas or other mineral exploration of any type shall be permitted on any Tract. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any Tract; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Tract. No timber or tree of any kind may be cut on any Tract by any Owner on any of the Common Areas (except for construction as herein provided),without the express consent of the Architectural Committee.

17. Signs.

No sign of any kind shall be displayed to the public view on any lot except one of not more than, two square feet to identify the owner only, or one sign of not more than five square feet advertising a Tract for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All permitted signs shall be professional in appearance. The Developer may erect signs of larger size in order to advertise the development as long as there remain any unsold lots in the development. Temporary garage sale signs are permitted for short periods only.

18. Radio and Television Equipment.

No radio or television aerial wires, tower, antenna or other special television apparatus or equipment, satellite dish, dishes, disc or other transmission equipment shall be maintained on any portion of any Tract forward of the front building line of the main structure. No radio or television tower or antenna whose height extends more than 70 feet above the surface of the tract at the point at which the tower is erected shall be placed or maintained on any Tract. No guy wires or supporting cables shall be attached to radio or television towers. Such towers must be freestanding. Telescopic tubular television towers with support wires may be erected upon or attached to a residence provided all support wires are attached and anchored to the residence.

19. Permitted House Occupations.

The conduct of a home occupation shall be a permitted use which is incidental to the single family residential use restriction herein specified, only under the following terms and conditions expressly allowed in this subsection:

A. The home occupation shall be conducted entirely within a dwelling unit that is the bona fide residence of practitioners or entirely within one accessory garage building other than a carport.

B. No person other than a family member who resides in the dwelling unit shall participate in the home occupation on the premises.

C. The residential character of the Tract and dwelling shall be maintained and no additional buildings shall be added on the property for home occupation.

D. The home occupation shall not generate any customer or client related vehicular traffic.

E. No direct selling of merchandise shall occur on the premises.

F. No equipment or materials associated with the home occupation shall. be displayed or stored where visible from anywhere off the Tract premises,

G. The occupation. shall not produce external noise, vibration, smoke, dust, odor, heat, glare, flames, electrical interference, or waste run-off outside the dwelling unit or on the property Surrounding the dwelling.

H. No vehicle used in connection with the home occupation that requires a commercial driver's license to operate shall be parked on any Tract or Common Area.

I. The home occupation shall not be advertised by any signs on the Tract premises, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio, newspapers, or other forms of direct advertising.

J. Nothing herein shall be construed to allow the following businesses or occupations as home occupations: animal hospitals, animal breeding, clinics, hospitals, contractor yards, dancing schools, junk yards, restaurants, rental outlets, vehicle repair shops or massage parlors.

K. Cottage industries that include artisans, artists, painters, photographers, musicians, writers, computer programmers, wood, metal or glass sculptor or other non-offensive activities shall be permitted.

20. Exemptions.

To the extent there are any preexisting structures (as of the date hereof) on Tract 11 they are exempt from and shall not be in violation of these Restrictive Covenants.

21. Utility and Service Lines.

No electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Tract, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required. The Owner of each Tract shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and applicable codes) the underground service

cable and appurtenances from the point of the metering on customer's structure to the point of attachment at installed transformers or energized secondary junction boxes. Each Owner of each Tract shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the company furnishing service) for the location and installation of the meter of such company for such Owner's Tract. For so long as underground service is maintained, the services to each Tract therein shall be underground and uniform in character.

SECTION 6. EASEMENTS

Easements for installation, maintenance, repair and removal of utilities (including, but not limited to, water, telephone, power, gas and street lighting and drainage facilities and floodway easements over, under and across the Property) are reserved by Developer for itself, its successors and assigns. Developer shall have the right to grant easements for such purposes over, under and across the Property. Full rights of ingress and egress shall be had by Developer, and its successors and assigns, at all times over the Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement, or with the use, maintenance, operation or installation of such utility. Notwithstanding the foregoing, however, Developer covenants that at any such time as the utilities referred to in this Section shall have been installed or otherwise located on the Property, Developer will by written instrument recorded define the exact location of each such easement and will release the remainder of the Property from the provisions of this Section. Any such instrument when executed and filed of record by Developer shall be effective to limit the location of the easement provided for therein in accordance with its terms and conditions, notwithstanding that the utility company may not have executed such instrument. Full rights of ingress and egress shall be had by the Homeowners Association at all times over and upon each Tract for the maintenance and repair of each Tract in accordance with the provisions hereof, and for the carrying out by the Homeowners Association of its functions, duties and obligations hereunder; provided, that any such entry by the Homeowners Association upon any Tract shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Homeowners Association at the expense of the Maintenance Fund.

SECTION 7. WILDLIFE MANAGEMENT

The Homeowners Association is hereby specifically granted the right to develop and implement a wildlife management plan for the Property that complies with the Texas Property Code § 23.51. The Homeowners Association is appointed the agent of each Owner to prepare and file an application on behalf of each Owner for qualified Open Space land used for wildlife management. Each Owner agrees to the payment of dues and assessments for the purpose of implementing and carrying out such wildlife management plan. The Homeowners Association may designate a representative to act for it with respect to tax appraisal qualifications/filings and wildlife management.

The Homeowners Association shall be responsible for overseeing the management of the free roaming wildlife within the Property. In this regard, the Homeowners Association shall have an annual wildlife survey ("Survey") performed on the Property by a competent wildlife consultant. The Survey shall project the total numbers of sex of each species of wildlife on the

Property and shall contain the recommendation as to harvest numbers by sex for each species. The Homeowners Association shall use the Survey and the harvest recommendations to determine harvest quotas on what the Property shall produce and such other criteria that the Homeowner's Association deems to be in the best interest of sound management of the wildlife herd on the Property. The Homeowners Association shall be responsible for enforcing the provisions of these Restrictive Covenants relating to wildlife management and shall determine all disputes concerning wildlife between Owners. The Homeowners Association's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

SECTION 8. MAINTENANCE FUND

1. Maintenance Fund Obligation/Lien.

Each Owner of a Tract by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Homeowners Association as to each Tract platted upon the subdivision plat a monthly maintenance charge (the 'Maintenance Charge") and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the Tracts and shall be a continuing lien upon the property against which each such Maintenance Charge and other assessments and charges are made. Developer, for each Tract owned by it within the Property, hereby covenants and agrees, and each purchaser of any Tract by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Homeowners Association the Maintenance Charge and other assessments or charges fixed, established and collected from time to time as herein provided. The Maintenance Charges and assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on and shall be a continuing lien upon each Tract against which each such Maintenance Charge and assessment is made. Each such maintenance charge and assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment became due. The Developer shall have, at its election, the right in common with the Homeowners Association to improve and maintain the Common Areas and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Areas and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas. In this regard, all assessments, both annual and special, collected by the Homeowners Association (less such amounts required for the operation of the Homeowners Association) shall be forthwith paid by the Homeowners Association to Developer, to the extent that such assessments are required by Developer to improve and maintain the Common Areas as set forth in this paragraph and to carry out the duties of the Board of Directors of the Homeowners Association. The Homeowners Association shall rely upon a certificate executed and delivered by the Developer with respect to the amount required by Developer to improve and maintain the Common Areas hereunder and to carry out the duties of the Board of Directors of the Homeowners Association. All Maintenance Charges and

assessments must be fixed at a uniform rate for all Tracts except as otherwise expressly provided in this Declaration.

2. Basis of the Maintenance Charge.

A. The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund" which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Homeowners Association annually, in advance, on or before the first day of each calendar year, beginning on the date of purchase of the Tract, or on such other basis (quarterly, semi-annually, or annually) as Developer or the Board of Directors of the Homeowners Association may designate in its sole discretion.

B. The Maintenance Charge shall be an annual assessment fee of $250.00 until 50 % of the Tracts are sold, at which time the Homeowners Association shall assume responsibility for determining and collecting the amount of assessments due under this provision. At that time the Board of the Homeowners Association shall determine and assess a Maintenance Charge for the maintenance and operation of the Common Areas or for any purposes set forth in this section. The Maintenance Charge shall not be increased in excess of ten percent (10%) annually without approval of the Owners of 65% of the Tracts and Developer so long as it owns any Tract.

C. Any Maintenance Charge not paid within thirty days after the due date shall bear interest from the due date at the lesser of Q) the rate of eighteen percent (18%) per annum or (U) the maximum rate permitted by law. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the herein described lien against the Owner's Tract. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas available for use by Owners or by the abandonment of his Tract.

D. The exact amount of the Maintenance Charge applicable to each Tract will be determined by the Board of Directors of the Homeowners Association during the month preceding the due date of the Maintenance Charge. All other matters relating to the Maintenance Charge and the collection, expenditure, and administration of the Maintenance Fund shall be determined by the Board of the Homeowners Association subject to the provisions hereof.

3. Creation of Lien and Personal Obligation.

Any and all such Maintenance Charges and charges and assessments levied hereunder, together with any interest which may accrue thereon in accordance with these Restrictive Covenants, and any and all costs and reasonable attorney's fees which may be incurred by the Homeowners Association in the collection of such Maintenance Charge and other charges and assessments levied hereunder, or in the enforcement of the covenants, conditions and restrictions of these Restrictive Covenants against any Tract or the Owner thereof, or shall also be the personal obligation of the person who was the Owner of such Tract at the time when the Maintenance Charge or other charges and assessments fell due or the enforcement of the covenants, conditions, and restrictions of these Restrictive Covenants was commenced. The

personal obligation for the delinquent Maintenance Charge and/or other charges and assessments shall not pass to the successor in title of any Owner unless expressly assumed by such successor in title, but shall be secured by the continuing lien upon the Tract in favor of the Homeowners Association.

4. Effect of Non-Payment of Maintenance Charge and Other Charges and Assessment; Remedies of the Association.

A. The Homeowners Association may bring an action at law against the Owner personally obligated to pay the Maintenance Charge and other charges or assessments levied hereunder or foreclose the lien against the Tract, regardless whether the current Owner has personal liability for the payment of same, and all interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of any such Maintenance Charge and other charges and assessments levied hereunder. Each such Owner, by his acceptance of a deed to a Tract, hereby expressly vests in the Homeowners Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such Maintenance Charge and other charges or assessments levied hereunder as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens against real property, including foreclosure by judicial action brought in the name of the Homeowners Association or by nonjudicial foreclosure pursuant to Texas Property Code and such Owner hereby (i) expressly grants to the Homeowners Association in extra judicial power of sale in connection with the nonjudicial foreclosure of said lien, and (ii) in addition, expressly grants and vests in the Homeowners Association the right, power and authority to exercise such power of sale through a trustee (or substitute or successor trustee, as may be the case from time to time) appointed in writing by the Homeowners Association acting by and through its duly authorized President or Vice President. If the, trustee appointed and designated by the Homeowners Association to exercise the power of sale and to conduct a foreclosure sale in accordance with the terms of these Restrictive Covenants shall die or become disqualified in the execution of the power of sale, or shall fail or refuse to exercise the same when requested by the Homeowners Association, or if, for any reason, the Homeowners Association shall prefer to appoint a substitute trustee to act instead of any appointed and designated trustee, the Homeowners Association shall have full power to appoint, at any time by written instrument, a substitute trustee, and, if necessary, several substitute trustees in succession, who shall succeed to all of the estate, rights, powers and duties of the trustee under the terms of these Restrictive Covenants, and no notice of such appointment need be given to the Tract Owner or to any other person except the filing for record in the office of the County Clerk of Gillespie County, Texas.

B. In the event that the Homeowners Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code § 51.002 and to exercise the power of sale hereby granted, the Homeowners Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one days prior to the date on which said sale is scheduled by posting such notice through the United States Postal Service, postage prepaid, certified, return receipt requested, property addressed to such Owner at the last known address of such Owner according to the records of the Homeowners Association. If required by law, the Homeowners Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Gillespie County, Texas. The Homeowners Association, acting by and through a duly authorized officer or the Trustee and on behalf of the Tract Owners, shall have the power to bid for the interest foreclosed at any foreclosure sale conducted pursuant to the terms hereof and to

acquire and hold, lease, mortgage and convey such interest on behalf of the Tract Owners. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Homeowners Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Homeowners Association an amount equal to the amount in default, together with all charges related thereto; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of possession thereunder. Further, each Owner, by acceptance of a Deed to a Tract, hereby stipulates and agrees that the recitals contained in any Trustee's or Substitute Trustee's Deed or other instrument executed in due form by any trustee or substitute trustee, acting under the provisions of these Restrictive Covenants, shall be prima facie evidence of the facts recited therein, and that it shall not be necessary to prove in any court, other than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds or other instrument in the passing of title thereby, and all prerequisites and requirements of any sale or sales shall be conclusively presumed to have been performed, and all persons subsequently dealing with the interest purported to be conveyed by such deed or deeds or other instrument shall be fully protected in relying upon the truthfulness of such recitals.

C. It is the intent of the provision of this section to comply with the provisions of Texas Property Code §51.002 as amended relating to nonjudicial sales by power of sale. Hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to these Restrictive Covenants filed in the Real Property Records of Gillespie County, Texas, amend the provisions hereof so as to comply with said amendments to Texas Property Code §51.002.

5. *Notice of Lien.*

In addition to the right of the Homeowners Association to enforce the Maintenance Charge and other charges and assessments levied hereunder, the Homeowners Association may (but shall not be required to) file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Association Notice of Lien") setting forth (i) the amount of the claim of delinquency, (ii) the interest and costs of collection which have accrued thereon, (iii) the legal description and street address of the Tract against which the lien is claimed and (iv) the name of the Owner thereof. Such Association Notice of Lien shall be signed and acknowledged by the officer of the Homeowners Association and other duly authorized agent of the Homeowners Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Association Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Association Notice of Lien have been fully paid or satisfied, the Homeowners Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

6. Liens Subordinate to Mortgages.

The liens described in this section and the superior title herein reserved in favor of the Homeowner Association shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract and any renewal, extension, management of refinancing them. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges and assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder acquiring title to a Tract from liability of any Maintenance Charges or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Homeowners Association's lien for Maintenance Charges or other charges and assessments levied hereunder. The Homeowners Association shall make a good faith effort to give each such mortgagee sixty days advance written notice of the proposed foreclosure of its respective liens in accordance with this section, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of the delinquencies or other charges or assessments upon which the proposed action is based; provided, however, the failure to give such notice shall not impair or invalidate any foreclosure conducted by or on behalf of the Homeowners Association pursuant to the provisions of this section.

7. Purpose of the Maintenance Charge.

The Maintenance Charge levied by the Homeowners Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Property. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Homeowners Association's duties described in this section, including the maintenance of the Common Areas and the establishment and maintenance of a reserve fund for maintenance of the Common Areas. The Maintenance Fund may be expended by the Homeowners Association for any purposes which, in the judgment of the Homeowners Association, will tend to maintain the property values in the Property, including, but not limited to, providing funds for the actual cost to the Homeowners Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Areas as may from time to time be authorized by the Board of Directors of the Homeowners Association, and other facilities, services and activities as may from time to time be authorized by the Board of Directors, including, but not limited to, construction, maintenance and operation of an administration and/or maintenance building (a) salaries of personnel and fees paid to independent contractors, mowing of grass and weeds within the Property and maintaining and caring for the Common Areas rent or purchase of any equipment needed to perform the duties of the Homeowners Association and maintenance or replacement of such equipment, the operation, maintenance, repair and replacement of parks, recreational grounds and equipment and improvements, payment of all legal and other expenses incurred in connection with the enforcement of these Restrictive Covenants, payment of all reasonable and

necessary expenses in connection with the collection and administration of the Maintenance Charge and other charges and assessments required by these Restrictive Covenants or that the Board of Directors shall determine to be necessary to meet the primary purposes of the Homeowners Association. Except for the Homeowners Association's use of the Maintenance Charge to perform its duties described in these Restrictive Covenants and in its Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Homeowners Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

8. Exempt Property.

The following property subject to these Restrictive Covenants shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge except as otherwise provided in this section.

SECTION 9. ENTRANCEWAY/MAIL BOXES

Developer will construct mail boxes on Tract 1 and an entranceway to the Property at the subdivision's intersection with FM 2721. Mail boxes and such entranceway and the pad on which the mail boxes are located shall be part of and included in the Common Areas. Developer shall maintain, repair, and illuminate the entranceway for the period ending when 60 percent of the said Tracts are sold. Thereafter, Developer shall have no duty, obligation, or responsibility to repair, maintain, and illuminate the entranceway. Such responsibility shall then be an obligation and burden of the Homeowners Association. The Owners shall receive mail delivery only at such mail boxes and no individual mail boxes, and no mail delivery, shall be permitted on or to any Tract.

SECTION 10. DURATION AND AMENDMENT

These Restrictive Covenants shall be binding and effective until December 31, 2014, A.D., at which time these Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless terminated in writing by the Owners of a majority of the Tracts within the Property.

The Owners of 65% of the Tracts within the Property may amend these Restrictive Covenants by executing an instrument waiving or amending the restrictions, protective covenants, or conditions in these Restrictive Covenants, each Tract having one vote per Tract no matter the number of Owners. A Tract Owner shall be deemed to be the record owner of legal title as shown by the Real Property Records of Gillespie County, Texas, ten business days prior to the first date such instrument is executed. Any amendments shall be in writing and shall not be effective until duly recorded in the Real Property Records of Gillespie County, Texas. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract Owners.

Notwithstanding anything to the contrary herein, Developer 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 the Developer in its sole discretion determine and such amendment shall be effective upon filing with the County Clerk of Gillespie County, Texas.

SECTION 11. PARTIAL INVALIDITY AND WAIVER

If any term, or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby. Nor shall any failure of the Developer or a Tract Owner to seek enforcement of or determination of the validity of any term or provision of this instrument constitute a waiver of any right to do so in the future.

SECTION 12. ENFORCEMENT

1. Right to Enforcement/Severability/Covenants.

The Developer, the Homeowners Association and every other person, firm, or corporation hereafter having any right, title, or interest in any Tract or parcel of land in the Property on shall have the right to enforce at law or in equity in Gillespie County, Texas, all restrictions and covenants in this instrument. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having any right, title or interest in the Property in whole or in part and their heirs, successors and assigns. These Restrictive Covenants shall be for the benefit of the Property, each Tract and each Tract Owner.

2. Nonwaiver.

The failure of Developer 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. Developer, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided tracts in the Subdivision controlled by these covenants.

3. Effect on Developer.

The reservation by Developer of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Developer shall not be subject to any claim, demand, or cause of action from any Owner by virtue or not enforcing any restrictions herein contained.

4. Attorney's Fees.

If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

5. Liberal Interpretation.

These Restrictive Covenants shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

6. Headings.

The headings contained in these Restrictive Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of these Restrictive Covenants.

7. Notices.

Any notice required to be given to any Owner or otherwise under the provisions of these Restrictive Covenants shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed, as appears on the records of the Association at the time of such mailing.

8. Disputes.

In the event of any dispute, disagreement, controversy or claim arising out of, or related to these Restrictive Covenants and/or any act or omission of any party hereto, the parties agree that such dispute, disagreement, controversy or claim shall be determined by arbitration under the commercial arbitration rules of the American Arbitration Association, which shall be commenced at any time by either party by filing a demand for arbitration upon the other party or parties. The arbitrator shall be selected by the mutual approval of the parties and if no mutual approval is achieved within thirty (30) days, any party may petition a District Judge sitting in Gillespie County, Texas, to appoint such arbitrator. The decision of the arbitrator shall be final and binding on all parties. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in any action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.

EXECUTED this 22ND day of September, 2000.

HILLS OF SEVEN FALLS, LLC

By: _____
Deane C. Watson, Jr., Executive Manager

Seven Falls\Restrictions 51500revised 071300

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Gillespie §

This instrument was acknowledged before me on 22ND day of September 2000 by Deane C. Watson, Jr. on behalf of and as Manager for Hills of Seven Falls, LLC.

KATHY CONTRERAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/05/2004

Kathy Contreras
Notary Public, State of Texas

AF 20060594

6 PGS

JOEL N. MANN TO PUBLIC

AFFIDAVIT REGARDING AMENDMENTS TO RESTRICTIVE COVENANTS

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

BEFORE ME, the undersigned authority, on this day personally appeared Joel N. Mann, Affiant, known to me to be the person who subscribed his name below, who, after having first been duly sworn by me, on oath swears that the following statements are true:

That he is the Secretary of the Seven Falls Owners Association, and he knows of his own personal knowledge that the following amendments to the **Dedication and Restrictions** for Seven Falls Ranch dated September 22, 2000 and recorded in Volume 404 Pages 647 through 666 Real Property Records of Gillespie County, Texas have been duly adopted in accordance with the provisions of Section 10 of said Dedication and Restrictions:

The amendments adopted are:

AMENDMENT NUMBER ONE:

The following language is added to the definition of TRACT in Section 2:

In the case of a re-subdivision of any Lot from that shown on the original plat of the subdivision, the resulting Tract(s) shall be treated separately for all purposes of this Dedication and Restrictions including set backs and the like, except, however, the restrictions on voting described under the definition of Homeowners Association above. Such voting restriction shall also apply to actions to amend the restrictions under section 10 below.

AND

The following language is added to Section 5, paragraph 8 Resubdivision:

All re-subdivisions shall be platted and recorded in the plat records of Gillespie

County, Texas in order to recognize each as a separate Tract. Both the original and new subdivided tracts should be of such size as to meet Gillespie County, Texas requirements for inclusion in the Seven Falls Wildlife Management program. In the event due to a re-subdivision of a Tract, an owner owns more than one Tract, such owner shall be entitled to only one vote total. Common ownership for the purposes of this provision shall include all entities or trusts or the like under the essential control of a common owner.

AMENDMENT NUMBER TWO:

The following sentence from Section 5, paragraph 2 A. No construction without

Architectural Committee Approval:

Any two members of the Architectural Committee may approve or disapprove any matter before the Architectural Committee

is hereby amended to read as follows:

Any three members of the Architectural Committee may approve or disapprove any matter before the Architectural Committee.

AMENDMENT NUMBER THREE

The following language is added to Section 5, paragraph 2 A. No construction without Architectural Committee Approval:

In the event there is ever a tie vote of the Architectural Committee, such tie vote will be broken by the President of the Association, or in his absence, the senior Director.

AMENDMENT NUMBER FOUR

The following sentence from Section 8, paragraph 2 Basis of the Maintenance Charge C.

Any Maintenance Charge not paid within thirty days after the due date shall bear interest from the due date at the lesser of Q) the rate of eighteen percent (18%) per annum or (U) the maximum rate permitted by law is hereby amended to read as follows:

Any Maintenance Charge not paid within thirty days after the due date shall bear an annual late fee for each year (or portion thereof) of dues unpaid as an additional

amount of forty dollars ($40.00) per annum.

The remainder of paragraph C. shall remain as written.

_____End of Amendments_____

Affiant further states:

That the Owners of 65% of the Tracts within the property covered by said Dedication and Restrictions have agreed in writing to such amendments; the owners, who were the record owners of legal title as shown by the Real Property records of Gillespie County, Texas, ten business days prior to the first date such instrument was executed.

That the number of Tract Owners from whom consent is required for such amendments is 21 votes, and the number of Tract Owners consenting to the amendments are as follows: for Amendment Number One: 26 votes in favor, and for Amendments Numbered Two, Three and Four: 30 votes.

The following Tract Owners have executed written consents:

Owner	Tract
Lewis Merritt	2
James Klein	3
Irma Poirier	4
James Richard Akin	5
David McAndrew and Wilma McAndrew	6
Lawrence Espey and Donia Espey	7
Piotr P M Liwski	8
Jack Huffman	9
Lynette Martin	10
Frederick Findlen and Audrey Findlen	13
John Adamson	14*

Mike Morris	15
Craig A. George	18
Scott Miller	19
Joel Mann	20
Ed McHalek and Alice McHalek	21
F. George Irwin	22
Margaret Wittenberg and Terry Wittenberg	23*
Paula A. Wallace and David C. Wallace	24*
Nigel Hopkinson and Janie Hopkinson	25
Michael Weberpal and Michelle Weberpal	27
Jack Graham	28
Lisa Meacham and Mike Meacham	29
Terry Kagay and Judi Kagay	30*
J. B. Hatchette	31
Scenic Valley, Ltd.	
Rockford V. Gray and Stacey J. Gray	32
Gregory L. Kagay	33
Carl I. Frisina	35
C. Mike Hanes	37
Claus R. Goldbecker	38

* did not approve amendment number one, but did approve the rest

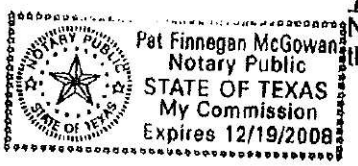
as a result of which the above amendments were duly adopted.

EXECUTED this 25th day of January, 2006.

JOEL N. MANN

SUBSCRIBED AND SWORN TO before me by the said JOEL N. MANN, this 25th day of January, 2006, to certify which witness my hand and seal of office.

Pat Finnegan McGowan
Notary Public in and for
the State of Texas

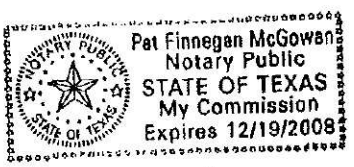


THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 25th day of January, 2006, by JOEL N. MANN

Pat Finnegan McGowan
Notary Public in and for
the State of Texas



Stamped or printed name of notary

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

January 25, 2006 01:01:15 PM

FEE: $31.00 20060594

KC

013894

BYLAWS

OF

SEVEN FALLS OWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1.01. The name of the corporation is SEVEN FALLS OWNERS ASSOCIATION. The principal offices and facilities of the corporation shall be located in Gillespie County, Texas, but meetings of Members and directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

Section 1.02. The corporation shall not change the location of the offices or facilities without the concurrence of the entire Board of Directors.

ARTICLE II
DEFINITIONS

Section 2.01. The terms used in these Bylaws shall be as defined herein, in that certain Declaration ("Declaration") of Restrictions applicable to the Properties therein described recorded or to be recorded in the Real Property Records of Gillespie County, Texas, and as the same may be amended or supplemented from time to time as therein provided, the terms and provisions of the Declaration are incorporated herein by this reference and made a part hereof for all purposes unless a different meaning or intent clearly appears from the context hereof.

ARTICLE III
MEMBERSHIP

Section 3.01 Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the corporation, subject to the terms and provisions of the Declaration, including without limitation the obligation to pay assessments, as therein provided. Membership shall be appurtenant to and not be separated from ownership of any tract, parcel or lot in the Properties as defined in the Articles and the Declaration ("Unit").

Section 3.02. The corporation shall have two classes of voting membership. Each Member shall be entitled to one vote for each Unit in which such member holds the interest required for membership except the Declarant under the Declaration shall be entitled to two (2) votes for each Tract in which it holds the interest required for membership until it sells all of its tracts, lots and parcels or January 1, 2005, whichever last occurs and then it shall have only one vote for each Tract. When more than one person holds such interest or interests in any Unit, all such persons shall be Members, and the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 3.03. The rights of membership are subject to the payment of assessments levied by the corporation, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Unit against which such assessments are made as provided by the Declaration.

Section 3.04. The membership rights of any Member whose interest in a Unit is subject to the assessments referred to herein, whether or not he be personally obligated to pay such assessments, may be suspended by action of the directors during the period when such assessments remain unpaid, which suspension shall affect Member's guests and invitees, upon payment of such assessment, such rights and privileges shall be automatically restored. If, at any time, the directors shall have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of Members and every tenant of every member, and each individual who resided with either of them or who is a guest of either of them, respectively, they may, in their discretion, for violation of such rules and regulations, suspend such rights, such suspension to continue for a period not to exceed sixty (60) days. Notwithstanding any provision herein contained to the contrary, the directors shall not deny the use of such of the Common Properties as is necessary for access to each Unit.

ARTICLE IV
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF THE COMMON PROPERTIES

Section 4.01. Each member and his guests and invitees, shall be entitled to the use and enjoyment of the Roads and Common Areas and facilities (sometimes herein referred to collectively as the "Common Properties") in accordance with and subject to the terms and conditions set forth in the Declaration and subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the corporation.

ARTICLE V
DIRECTORS

Section 5.01. The management and control of the affairs, activities and property of the corporation shall be vested in the Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, by the Articles of Incorporation, and by these Bylaws or by the Declaration prohibited. The power and authority of the Board of Directors shall include, but shall not be limited to, the power and authority:

(a) to establish, levy and assess, and collect the assessments referred to in Article III hereof;

(b) to adopt and publish or cause to be published rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the

members, the tenants of the members, the persons residing with either of them, and the guests of either of them, respectively;

(c) to 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;

(d) to employ managers, independent contractors, or such other employees of the corporation as it may deem necessary, and to prescribe their duties;

(e) to suspend the voting right and right to use of the Common Properties of a Member (including guests or invitees of such member) during any period in which such member shall be in default in the payment of any assessment levied by the corporation. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(f) to exercise for the corporation all powers, duties and authority vested in or delegated to this corporation and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation of the corporation or the Declaration.

It shall be the duty of the Board of Directors:

(a) to cause to be kept a complete record of all its acts an corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4th) of the entire voting membership who are entitled to vote;

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

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

(1) to fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;

(2) to cause written notice of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) to collect the assessments assessed against each Unit; and

(4) to 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) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the board for the issuance for these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the corporation in the amounts and on the terms set forth in the Declaration;

(f) to cause the assessment proceeds to be expended for maintenance of the Common Properties and related activities consistent with the purpose of the assessment as described in the Declaration;

(g) to cause all officers or employees of the corporation having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) to perform or cause to be performed the duties of the Architectural Control Committee in accordance with and subject to the terms and conditions set forth in the Declaration; and

(i) to cause the Common Properties to be maintained.

Section 5.02. The number of directors which shall constitute the whole Board shall be three (3). The Board of Directors shall always consist of at least three (3) directors. Within such limit, the number of directors may be increased or decreased by amendment to these Bylaws. The directors constituting the first Board of Directors, as named in the Articles of Incorporation shall hold office until the first annual meeting of the Members, unless sooner displaced, and thereafter the directors shall be elected in the manner hereinafter provided. At the first annual meeting, the Members shall elect one director for a one year term, one director for a two year term and one director for a three year term. At each annual meeting thereafter the Members shall elect one director for a term of three years. Each director shall hold office until his successor is duly elected and qualified, and shall serve without compensation except for reimbursement for actual expenses.

Section 5.03. If any vacancies occur in the Board of Directors caused by death, resignation, retirement, disqualification or removal from office of any director or otherwise, or any new directorship is created by any increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, may choose a successor or successors, or fill the newly created directorship, and the directors so chosen shall hold office for the unexpired term of

their predecessor or, if there be no predecessor, until their successors shall be duly elected and qualified, unless sooner displaced.

Section 5.04. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to Such action a written consent thereto is signed by all members of the board or of such committed as the case may be, and such written consent Is filed with the minutes of proceedings of the board or committee.

Section 5.05. Directors shall be elected by the Members qualified to vote, as determined by the Board of Directors, at the annual meeting of the members, and members holding a majority of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy at the meeting at which a quorum is present, shall be the act of the Members meeting. Cumulative voting is expressly prohibited.

Section 5.06. The first meeting of each newly elected Board of Directors shall be held without further notice, immediately following the annual meeting of the Members, and at the same place, unless by the consent of a majority of directors then elected and serving such time or place shall be changed.

Section 5.07. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Texas.

Section 5.08. Regular meeting of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the board.

Section 5.09. Special meetings of the Board of Directors may be called by the president on twenty-four (24) hours notice to each director, delivered either personally, by mail or by telegram; special meeting shall be called by the president or secretary in like manner and on like notice upon the written request of two directors. Except as may be otherwise expressly provided by statute, or by the Articles of Incorporation or by these Bylaws, either the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

Section 5.10. At all meetings of the Board of Directors a majority for the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Articles of Incorporation, these Bylaws or the Declaration. If a quorum shall not be present at any meeting of the Board of Directors, the directors present there at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5.11. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the corporation.

Section 5.12. Nomination for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman and two or more Members of the corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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 shall be from among Members.

ARTICLE VI
MEMBERS

Section 6.01. The annual meeting of the Members of the corporation for the election of directors commencing in the year 2001 shall be held on the 1st of _____ of each year at 10:00 A.M. at the offices of the corporation. Special meetings of the Members may be called by the President, the Board of Directors, or by Members having not less than one-tenth (1/10th) of the votes of Members entitled to be cast at such meeting.

Section 6.02. No notice of the annual meeting of the members of this corporation shall be required. Written notice of a special meeting of the Members stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be sent to each Member entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of such meeting.

Section 6.03. One-tenth (1/10th) of the Members qualified to vote and present in person or represented by proxy shall constitute a quorum at all meetings for the members for the transaction of business, except as may be otherwise provided by law, the Articles of Incorporation, the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting of the Members, the members present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting of the Members, the vote of a majority of the Members qualified to vote and present in person or represented by proxy shall decide any question properly brought before such meeting, unless a greater number is required by law, the Declaration, the Articles of Incorporation or of these Bylaws.

Section 6.04. Each member's voting rights are subject to suspension in accordance with the provisions of the Declaration and these Bylaws.

Section 6.05 A Member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 6.06. Any action required by any statute to be taken at a meeting of the members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of Members.

ARTICLE VII
NOTICES

Section 7.01. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any person, it shall not be construed to require personal notice but such notice may be given in writing, by mail or telegram, addressed to such person at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail properly addressed with postage thereon paid.

Section 7.02. Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 7.03. Attendance of any Member or director at a meeting shall constitute a waiver of notice of such meeting, except where a director or Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VIII
OFFICERS

Section 8.01. The officers of the corporation shall be appointed by the directors and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also appoint additionally Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Two or more offices may be held by the same person, except that the offices of President and Secretary shall not be held by the same person.

The officers shall serve without compensation and shall be appointed at such time and in such manner and for such terms not exceeding one (1) year as determined by the Board of Directors from time to time.

Section 8.02. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 8.03. The officers of the corporation shall hold office until their successors shall be appointed and shall qualify. Any officers appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

Section 8.04. The president shall preside at all meetings of the Board of Directors. He shall have the power to call special meetings of the directors, make and sign deeds, mortgages, contracts and agreements in the name of and on behalf of the corporation and he shall generally do and perform all acts incident to the office of the president, all of which shall be subject to the direction and review of the Board of Directors. In addition to the power and duties of this Section 8.04, the president shall perform such other duties as the Board of Directors shall prescribe.

Section 8.05. The vice president shall, in the absence or disability of the president, perform the duties and exercise the power of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as are delegated to him by the president and as the Board of Directors shall prescribe.

Section 8.06. The secretary shall attend all meetings of the Members and the Board of Directors and record all proceedings of the meetings of the corporation in a book to be kept for that purpose. He shall perform such other duties as may be prescribed by the Board of Directors or the president, under whose supervision he shall be. He shall keep in safe custody the seal for the corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when So affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary, which may be a facsimile. In general, he shall perform all duties incident to the office of secretary and such other duties as may, from time to time be assigned to him by the Board of Directors or by the president.

Section 8.07. The assistant secretary, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. He shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8.08.

(a) The treasurer shall be financial officer of the corporation; shall have charge and custody of and be responsible for all funds of the corporation and all securities owned by the corporation; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; and shall deposit all such funds and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors. In general, the treasurer shall perform all duties incident to the office of treasurer, and such other duties as form time to time may be assigned to him by the Board of Directors, or by the president.

(b) The treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

(c) If required by the Board of Directors, the treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 8.09. The assistant treasurer shall, unless otherwise determined by the Board of Directors, in the absence or disability the treasurer, perform the duties and exercises the powers of the treasurer. He shall perform such other duties and have such other powers as the Board of directors may from time to time prescribe. The assistant treasurer shall, if required by the board of Directors, give the corporation such bond as provided in Section 8.08 for the treasurer.

ARTICLE IX
COMMITTEES

Section 9.01. The Board of Directors of the corporation, by a majority vote of the Board of directors, shall designate five (5) persons to serve upon a standing Nominating committee as provided in these Bylaws, three (3) of whom shall be Members of the Board of Directors and shall designate representatives to perform the duties and exercise the authority of the Architectural Control Committee, as provided in the Declaration.

Section 9.02. The Board of Directors may, by resolution passed by the majority of the board, designate an Executive Committee, to consist of two (2) or more of the directors of the corporation. The Executive Committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and

affairs of the corporation, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of directors, or any individual director, of any responsibility imposed upon it or him by law. The Executive Committee shall keep regular minutes of its proceedings and report on its proceedings to the Board of Directors when required. The minutes of the proceedings of the Executive Committee shall be placed in the minute book of the corporation.

Section 9.03. The president or the Board may designate one or more other committees, each to have the name, membership, duties and responsibilities designated by the president or the board. Such other committees shall consist of a chairman and other Members, none of whom need be Members of the board, except where otherwise directed at the time of the creation of any such Committee.

Section 9.04 Each such committee shall keep regular minutes of their proceedings and all committees shall report to the Board of Directors when required. A majority of the Members of any such committee shall constitute a quorum and questions shall be decided by a majority vote.

Section 9.05. Members of the committees shall hold office until their successors are chosen and qualify. Vacancies in the membership of any committee for any reason, shall be filled by the party designating and appointing Members to such committee as herein provided.

ARTICLE X
GENERAL

Section 10.01. All checks or demand for money and notes of the corporation shall be signed by Such officer or officers or Such other person or persons as the Board of Directors may from time to time designate.

Section 10.02. The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, State of Texas," and may have inscribed thereon the year of its organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 10.03. The fiscal year of the corporation shall be as determined by the Board of Directors.

Section 10.04. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Articles of Incorporation shall be resolved in favor of the provisions set forth in the Article of Incorporation. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Declaration shall be resolved in favor of the provisions set forth in the Declaration.

Section 10.05. The corporation shall have the power to indemnify any director or officer or former director or officer of the corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been such director or officer, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought. If the corporation has not fully indemnified him, the court in the proceeding in which any claim against such director or officer has been asserted, or any court having the requisite jurisdiction of an action instituted by such director or officer on his claim for indemnity, may assess indemnity against the corporation, its receiver, or trustee, for the amount paid by such director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the corporation), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection therewith to the extent that the court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this section only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

ARTICLE XI
AMENDMENT OF BYLAWS

Section 11.01. These bylaws may be altered, amended or repealed by the members, by the affirmative vote of a majority of the Members who are present and voting at a meeting at which a quorum is present; provided, that any such alteration, amendment or substitute bylaws shall be consistent in all respects with the Articles of Incorporation of the corporation and provided that the power to alter, amend or repeal the bylaws may be delegated by the Members of the Board of Directors.

APPROVED AND ADOPTED as of the 18 day of Sept., 2000, by the Directors of this corporation.

Dean Watson, Jr.

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me this 8 day of September, 2000, by Deane Watson Jr

PAULETTE WALLENDORF
Notary Public, State of Texas
My Commission expires
November 12, 2002

Paulette Wallendorf
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me this ____ day of _____, 2000, by _____.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me this ____ day of _____, 2000, by _____.

Notary Public, State of Texas

FILED FOR RECORD

AT 1:14 O'CLOCK P M

AUG 15 2001

DEBBIE WAHL
CLERK COUNTY COURT
GILLESPIE COUNTY, TEXAS
By Karen R. Rivera Deputy

013894

ACT
27.00
6.00

THE STATE OF TEXAS }
County of Gillespie } I, DEBBIE WAHL, Clerk of the County Court of said County,

do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record on date stamped hereon and duly recorded this 16th day of August A.D. 20 01, at 8:55 o'clock a M., in the Official Public records of said County, in Volume 430, on Pages 647-659.

Witness my hand and seal of the County Court of said County, at office in Fredericksburg, Texas, the day and year last above written.

DEBBIE WAHL
Clerk, County Court, Gillespie County, Texas
By Colleen Ketron Deputy
Colleen Ketron