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AMENDED AND RESTATED

BY-LAWS OF
TIERRA LINDA RANCH HOMEOWNERS' ASSOCIATION
(A Texas Non-Profit Corporation)

November 9, 2012

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ARTICLE I. NAME AND LOCATION

The name of the corporation is TIERRA LINDA RANCH HOMEOWNER'S ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be located at Tierra Linda Ranch Estates, Gillespie County, Texas.

ARTICLE II. DEFINITIONS

SECTION 1. "Association" shall mean and refer to Tierra Linda Ranch Homeowners' Association, its successors and assigns.

SECTION 2. "Tierra Linda Ranch Corporation" shall mean and refer to that Texas Corporation which subdivided and developed Tierra Linda Ranch Estates and sold lots therein.

SECTION 3. "Original Plat" shall mean and refer to that Plat filed for record in Volume 1 at Page 1 of the Map and Plat Records of Gillespie County, Texas, on the 10th day of May, 1971, designating the Tierra Linda Ranch Estates.

SECTION 4. "Tierra Linda Ranch Estates" shall mean and refer to that subdivision of Gillespie County, Texas, named Tierra Linda Ranch Estates, as set forth by plats thereof recorded in Volume 1, Pages 1, 2, 9, 21, 26 and 33 of the Plat Records of Gillespie County, Texas.

SECTION 5. "Common Areas" shall mean and refer to all the real property, and improvements thereon, owned by the Association for the common use and enjoyment of the Members as designated on the recorded plats of Tierra Linda Ranch Estates as well as such additional common areas as may be acquired by the Association as such.

SECTION 6. "Common Property" shall mean and refer to all tangible personal property which is owned by the Association for the common use and enjoyment of the Members. A list of such property shall be made available to each Member of the Association.

SECTION 7. "Lot" shall mean and refer to any lot, tract or parcel of land (with the exception of the Common Areas) shown on the Original Plat and subsequent recorded Plats of Tierra Linda Ranch Estates.

SECTION 8. "Board" shall mean and refer to the Board of Directors of the Association.

SECTION 9. "Owner" shall mean and refer to the person or persons, entity or entities, who own a Lot by virtue of a recorded deed to the fee, or by virtue of a recorded "Contract for Deed". A contract of lease with option to purchase shall not qualify the holder as Owner. The Association, under no circumstances, shall be deemed an owner pursuant hereto.

SECTION 10. "Member" shall mean and refer to an Owner of record, as referred to in Section 9; provided, however, that if there are two or more persons or entities constituting an "Owner", said persons or entities shall be deemed, collectively, to be one "Member" hereunder. The Association under no circumstances shall be considered a "Member".

SECTION 11. "Person" shall mean and refer to any legal entity, including but not limited to an individual, partnership, corporation, association or trust, however, in no case shall an "Owner" be recognized other than as a single designee for the purpose of use of the property as a habitat or the use of Common Areas and/or Association amenities.

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ARTICLE III. PURPOSES OF THE ASSOCIATION

SECTION 1. RECREATIONAL AND CIVIC PURPOSES. The non-profit purposes for which this Association is formed are to own, maintain and govern the Common Areas and Common Property and to provide in conjunction therewith for Members and their guests:

(a) Recreational facilities.

(b) An airstrip and original adjacent common property for the parking and/or storage of airplanes.

(c) A clubhouse (which shall be known as the Tierra Linda Stonehouse) wherein meetings of Members can take place pursuant to which the social welfare and the civic consciousness can be considered and developed.

(d) Barns, corrals, lakes, moving water and enough livestock to provide, in the discretion of the Board, a working ranch atmosphere.

(e) Swimming pool.

(f) Tennis courts.

SECTION 2. ENVIRONMENT PRESERVED. In pursuing the purposes set forth in Section 1 of this Article, the Association shall preserve and enhance the natural and rustic beauty of the Association's Common Areas for the maximum enjoyment of the Members.

ARTICLE IV. RIGHTS AND PRIVILEGES OF MEMBERS

SECTION 1. USE OF COMMON AREAS. Each Member, and person within the family unit as herein defined, may, with due respect and regard for all other Members, use the Common Areas and Common Property as long as such use is consistent with the purpose for which the Association was created. A person within a Member family unit must be present whenever the Association's Common Areas and Common Property are used by a Member's guest.

A family unit is defined as a Member and such Member's spouse, their children and grandchildren and the spouses of each. Family unit is also to include the parents of Owners of record.

SECTION 2. PROPERTY LEASE / RENT REGULATIONS. Members who rent or lease their Tierra Linda Ranch property shall:

(a) Furnish a copy of the lease/rent agreement to the Tierra Linda Ranch Homeowner's Association.

(b) Assume all responsibility for payment of all maintenance fees and/or special assessments.

(c) Lease the property for use as a single family unit only.

(d) Inform lessees/renters that Tierra Linda Ranch Estates and the Association offer them only scheduled household trash pick-ups.

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(e) Inform lessees/renters that they do not have Member privileges and are not entitled to the use of the swimming pool, lakes or boats, horses, tennis courts, airstrip or any other Common Areas or any other amenities whatever of Tierra Linda Ranch Estates.

(f) Assume all financial or any other responsibility for restriction violations or any damage to Tierra Linda Ranch Homeowners' Association property caused by lessees/renters and/or their guests.

(g) Furnish lessees/renters with a copy of the Association's By-Laws and Restrictions, Covenants and Conditions.

SECTION 3. APPLICABILITY OF PROPERTY LEASE/RENT REGULATIONS. The regulations contained in Section 2 above, apply to: rentals, leases, sub-lets, options to purchase, or any guests occupying property unaccompanied by a Member or a person within the Member's family unit.

ARTICLE V. OBLIGATIONS OF MEMBERS (ASSESSMENTS)

SECTION 1. OBLIGATION TO PAY ASSESSMENTS. All Members shall be obligated to pay all assessments, interest, attorney's fees, cost or late charges imposed upon them by the Association to meet the expenses incurred by the Association in owning maintaining and governing the Common Areas and Common Property in accordance with the Association's purposes set forth herein. Payment thereof by each Member shall be due in the Association Office on the first day of each calendar quarter and shall be past due on the 31st day following the beginning of each calendar quarter. A statement reflecting the assessment for the upcoming quarter shall be mailed to each Member on or before the beginning of each calendar quarter to the last mailing address on file at the Association office for such Member. A Member shall be deemed to be in good standing within the meaning of these by-laws, if and only if he shall have fully paid all the assessments made or levied against him up to the date of such a meeting.

SECTION 2. DETERMINATION OF ASSESSMENTS. All assessments shall be based upon the total cash estimated by the Board to be required by the Association to satisfy the expenses of the Association incurred in connection with the ownership, maintenance, operation and improvement of the Common Areas and Common Property in accordance with the Association's purposes.

SECTION 3. EXPENSES OF THE ASSOCIATION. The expenses of the Association may include, among other things: expenses of management; taxes and special assessments; insurance for casualty and public liability; insurance for personal injury, property liability, fire, vandalism, etc.; landscaping and care of grounds; existing paved roads and fencing; repairs and renovations; trash and garbage collection; wages; water charges, if any; lake and stream maintenance and improvements; legal and accounting fees; maintenance, preservation and beautification of the land owned by the Association or under the supervision of the Association; enforcement of the restrictions, covenants and conditions imposed on the Members by virtue of their ownership of a Lot in Tierra Linda Ranch Estates, the construction, installation and maintenance of recreational facilities owned or controlled by the Association; and creation of a reasonable contingency or other reserve or surplus fund.

SECTION 4. MANNER OF ASSESSMENT. The fiscal year of the Association shall be a calendar year. The Board shall prepare a budget for each year and establish provisional quarterly assessment amounts which are estimated to satisfy the Association's total cash requirements for that year. An extended plan and estimated budget shall also be provided which

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covers the succeeding four years. The budget shall be distributed to the Members in preliminary form for discussion at least ten (10) days prior to the Annual Meeting. In addition, the Association may levy a special assessment at any time, provided that any such special assessment shall have the assent of at least two-thirds (2/3) of the total votes of Members. The assent shall be determined as outlined in Article VI, Section 4 of these By-Laws.

SECTION 5. DETERMINATION OF MEMBER'S SHARE OF ASSESSMENT. Any assessment made pursuant hereto on a Member shall be made on a pro rata basis in accordance with the number of acres of Tierra Linda Ranch Estates each such Member owns as compared to the total number of acres in the Tierra Linda Ranch Estates (excluding Common Areas). Any assessment not paid in accordance with Section 1 of this Article by the past due date so specified shall be increased by a late charge of twenty-five (25$) dollars per tract to compensate the Association for its administrative expense of dealing with delinquent accounts, except for attorney's fees and cost. After the past due date, the unpaid assessment shall bear interest at the rate of ten (10%) per cent per annum from the due date, compounded annually. Not withstanding the preceding, the Association shall never be entitled to charge, collect, or accept interest in an amount in excess of the legal maximum rate of interest, or any amount so charged, collected, or accepted shall be deleted from the charges, or, if collected or accepted, refunded to the Member or applied to the next due quarterly assessment or other amount owed by the Member. No Member may exempt himself from liability for his pro rata assessment by waiver of the use or enjoyment of the Common Areas and Common Property, or by abandonment of his Lot.

SECTION 6. ACTION ON ASSESSMENT NOT PAID WHEN DUE. Any assessment, interest, or late charge not paid in accordance with Section 1 or 5 of this Article shall be considered past due. A short term payment plan may be agreed upon within terms of the Texas Property Code, which establishes details of such an agreement.

Payments received by the Association will be applied to a member's account in this order: Delinquent assessments, current assessment, attorney fees or collection fees, then any other amounts owed to the Association.

Accounts delinquent over 60 days may be referred for collection. In addition to the assessment, late charges and interest thereon, appropriate fees may be added to cover expenses incurred as a result of referral and collection action.

ARTICLE VI. MEMBERSHIP, VOTING, QUORUM AND PROXIES

SECTION 1. MEMBERSHIP. Any person upon becoming an Owner shall automatically become a Member of the Association and be subject to these By-Laws. Such membership shall terminate without any Association action whenever such person ceases to be an Owner, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in connection with the Association during the period of such ownership or membership in the Association or impair any rights or remedies which the Board or others may have against such former Owner and Member arising out of or in connection with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board may, if it so elects, issue one membership card to the Owner of a Lot. Such membership card shall be surrendered whenever ownership of the tract designated thereon shall terminate.

SECTION 2. PROOF OF MEMBERSHIP. Any person on becoming a Member shall furnish to the Board a photocopy or a certified copy of a recorded deed or a recorded contract for deed whereby that person becomes an Owner and therefore a Member of the Association, and

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entitled to vote. This instrument shall remain in the files of the Association. A Member shall not be deemed to be in good standing unless this requirement is first met.

SECTION 3. REGISTRATION OF MAILING ADDRESS. Each Member shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications and such registered address shall be the only mailing address therefore. On becoming an Owner and therefore a member of the Association, each Member shall designate his registered address and file such address with the Secretary of the Association.

SECTION 4. VOTING. Each member shall have a number of votes equal to the number of total acres owned in the Tierra Linda Ranch Estates by that member. For example, if a Member owns 10.02 acres of Tierra Linda Ranch Estates, then that Member shall have 10.02 votes.

SECTION 5. QUORUM. Except where stated to the contrary herein, the representation in person or by proxy of one-fifth (1/5) of the total votes of all Members shall constitute a quorum. An affirmative vote of 51% of the votes represented, either in person or by proxy, shall be required to transact business.

SECTION 6. CAST VOTES AND REGISTERING PROXIES. Ballots/votes may be (1) cast by hand delivery to the Ranch Office during regular hours and prior to the Annual Meeting, (2) by U. S. mail, (3) by email, (4) fax, or (5) in person at the Annual Meeting. Ballots/votes must be in writing and signed by the Owner. Mailed and faxed ballots must arrive prior to the annual meeting. A member may designate by proxy another member, or the Board of Directors, to vote in his/her stead. Proxies shall be in writing and the signature of record must be witnessed. Proxies must be on file with the Secretary at least three (3) days before the appointed time of each meeting.

SECTION 7. REQUIRED PROXIES. If ownership of a Lot is held by more than one person, or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such parties shall execute a proxy appointing and authorizing one person or alternative persons to attend all annual meetings and special meetings of Members and thereat to cast the said Member's vote. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the Member shall re-appoint and authorize one person or alternate person to attend all annual and special meetings as is provided herein. Prior to any person being entitled to vote as a Member in accordance with this Section, there shall be filed with the Secretary of the Association the proxy required pursuant to this Section designating such person.

SECTION 8. GOOD STANDING OF MEMBERS. The requirements contained in this Article VI shall be first met before a Member shall be deemed in good standing.

ARTICLE VII. ADMINISTRATION AND MEETINGS

SECTION 1. RESPONSIBILITY OF MEMBERS. The Association shall be composed of the Members who shall have the responsibility of administering and carrying on the activities of the Association through the Board.

SECTION 2. PLACE OF MEETING. Meetings of the Members of the Association shall be held at Tierra Linda Stonehouse or such other place as the Board may determine.

SECTION 3. ANNUAL MEETINGS. An Annual Meeting of the Members shall be held on the second Friday of November of each calendar year unless such date is a legal holiday in which

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event the meeting shall be held on the first business day following thereafter. At such Annual Meeting, there shall be elected by ballot of Members a Board in accordance with the requirements of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

SECTION 4. SPECIAL MEETINGS. The President of the Association shall call a special meeting of the Members when so directed by resolution of the Board or upon presentation to the Secretary of the Association of a Petition signed by Members representing 10% of the total votes of all Members. No business shall be transacted at a special meeting unless 51% of said votes are represented either in person or by proxy at said meeting; provided, however, that if any business presented to the meeting was not stated in the notice of such meeting, such business shall not be transacted at the special meeting unless Members representing 2/3 of the total votes of all Members are represented either in person or by proxy at such meeting.

SECTION 5. NOTICES. Notices of annual and special meetings shall be given by the President or Secretary of the Association by regular mail addressed to the registered addresses of the Members at least ten (10) days prior to the date of such meeting. Any such notice shall state the date, time, and place of such meeting, and if the meeting is a special meeting, the purposes thereof. Waiver of notice, either in person or by proxy, and signed either before, at or after any meeting, shall be a valid substitute for service of such notice.

SECTION 6. ADJOURNED MEETINGS. If any meeting of Members cannot be held because a quorum has not attended, the Members who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 7. ORDER OF BUSINESS. The order of business at all the annual meetings of Members shall be as follows:

(a) Roll calls ascertaining whether a quorum is present.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Reports of committees, if any.
(f) Election of directors.
(g) Old business.
(h) New business.

ARTICLE VIII. BOARD OF DIRECTORS

SECTION 1. NUMBERS AND QUALIFICATION. The affairs of this Association shall be governed by a Board of five (5) directors. Each Director must be a Member of this Association.

SECTION 2. ELECTION AND TERM OF OFFICE. At each annual meeting of the Members, Directors shall be elected to Board Seats 1 and 2 on odd-numbered years and Board Seats 3, 4 and 5 on even-numbered years. The term of each elected Director shall be for two calendar years commencing January 1 of the year following their election and until their successors have been duly elected or selected and hold their first meeting.

SECTION 3. NOMINATION OF DIRECTORS.

(a) The Board shall act as a Nominating Committee for each upcoming election and provide a slate of candidates equal to or more than the position(s) on the Board to

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be filled by such election. The nominating slate shall be announced to the membership through a Nominating Committee Report.

(b) The Nominating Committee Report and Call for Additional Candidates from the homeowners shall be sent to all members of Tierra Linda Ranch by September 1. Members in good standing may nominate additional candidates in writing to the Tierra Linda Office prior to October 1.
(c) All nominees must be willing to serve.
(d) A list of all nominees will be posted by October 10.
(e) All nominees shall be placed on the ballot in alphabetical order without mention of sponsorship. The ballot shall be furnished to the Members with Notice of Annual Meeting.
(f) No nominations from the floor will be accepted at the Annual Meeting unless a slate of candidates is incomplete.
(g) Election to office shall be by plurality.

SECTION 4. REMOVAL OF DIRECTORS. At any official meeting called for such purpose, any one or more of the Directors may be removed with or without cause by Members representing either in person or by proxy 51% of all votes of all Members and a successor or successors may then and thereby be elected to fill the vacancy or vacancies thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. A successor to any Director removed in accordance herewith shall serve as a Director for the remainder of the term for which such removed Director was removed.

SECTION 5. VACANCIES. Vacancies on the Board caused by any reason shall be filled by the vote of a majority of the remaining Directors even though said Directors may constitute less than a quorum of the Board.

SECTION 6. ORGANIZATIONAL MEETING. Within ten (10) days after the beginning of the term of any Director the Board shall hold an organizational meeting. At least three (3) days notice of the time and place of such meeting shall be furnished to each newly-elected and/or selected Director in the same manner as herein provided for Notice of Regular Meetings.

SECTION 7. REGULAR MEETING. Regular meetings of the Board shall be held at such time and place as shall be determined from time to time, by a majority of the directors, but at least one (1) such meeting shall be held each quarter during the Month of April, July, October and January of each year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or e-mail at least three (3) days prior to the day named for such meeting.

SECTION 8. SPECIAL MEETINGS. Special meetings of the Board may be called by the President of the Association on three (3) day's notice to each director, given personally or by mail, telephone or e-mail which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary of the Association in like manner and on like notice on the written request of at least two directors.

SECTION 9. WAIVER OF NOTICE. Before or at any meeting of the Board, any director (including newly-elected and/or selected Directors) may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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SECTION 10. QUORUM. At all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of a business, and the acts of the majority of such quorum shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, then that meeting shall be adjourned and rescheduled to such time that a quorum is present. However, vacancies on the Board may be filled without a quorum present in accordance with Article VIII, Section 5.

SECTION 11. POWERS AND DUTIES OF BOARD. The Board shall have the powers and duties necessary for the administration of the affairs of the Association as provided by the Articles of Incorporation of the Association, the recorded "Restrictions, Covenants and Conditions" applicable to Tierra Linda Ranch Estates and these By-Laws.

SECTION 12. SPECIFIC POWERS AND DUTIES OF THE BOARD. The Board shall be empowered and shall have the following duties:

(a) To administer and enforce the "Restrictions, Covenants and Conditions" covering Tierra Linda Estates as recorded in Vol. 99, Page 912 of the Deed Records of Gillespie County, Texas, and referred to in Plat of Tierra Linda Ranch Estates found in Vol. 1, Page 1 of the Plat Records of Gillespie County, Texas, as well as all prior and subsequent recorded amendments thereof.

(b) To establish, make and enforce compliance with such reasonable rules as may be necessary for the operation of the Association in conjunction with its purposes, with the right to amend same from time to time. Members having 51% of the total votes of all Members may, at any annual meeting or special meeting called for such purpose, amend the rules or adopt new rules. A copy of all such rules shall be delivered and mailed to each Member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair the existing paved roads, Common Areas and Common Property. Acquire such additional Common Areas and Common Property and construct additional improvements as the Board may deem expedient; provided, however, any acquisition of additional Common Areas, whether by gift or purchase, sale or exchange or any discontinuance of any existing amenity shall be done only with approval at a duly-held meeting of the membership by vote as provided in these By-Laws.

(d) To insure and keep insured in a reasonable amount the Common Areas and Common Property. Further, to obtain and maintain comprehensive liability insurance covering the Common Areas in amounts not less than $100,000 per person; $300,000 per accident and $50,000 property damage. To insure and keep insured all of the Common Property.

(e) To fix, determine, levy and collect the assessment to be paid by each of the Members of record in accordance with Article V hereof. To propose special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operations or maintenance expenses or costs, or because of emergencies.

(f) To collect delinquent assessments by suit or otherwise.

(g) To protect and defend the Common Areas and Common Property from loss or damage by suit or otherwise.

(h) To enter into contracts and leases within the scope of the purposes of the Association.

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(i) To establish a bank account for all separate funds of the Association.

(j) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Association and to permit examination thereof at any reasonable time by each of the Members.

(k) To prepare and deliver annually to each Member a statement showing in at least summary form all receipts, expenses or disbursements of the Association since the last such statement.

(l) To designate the personnel necessary for the maintenance and operation of the Common Areas and Common Property in accordance with the purposes of the Association.

(m) In general, to carry on the administration of the Association and to take all actions necessary and reasonable to carry out the purposes of the Association.

SECTION 13. ADMINISTRATIVE ASSISTANT AND RANCH MANAGER. The Board of Directors may employ for the Association an Administrative Assistant and Ranch Manager and other employees at a compensation established by the Board to perform such duties and services as the Board may authorize.

SECTION 14. FIDELITY BONDS. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

SECTION 15. BOARD ACTIONS REQUIRING MEMBERSHIP APPROVAL. An Association Member vote shall be conducted by the Board of Directors before certain major actions are taken.

Actions which shall require a majority favorable vote, as defined below, of the membership before implementation are:

a) Expenditure for any new capital project or item which will cost more than ten percent of the total assessments billed for the preceding fiscal year. Dividing projects or items into fragments, which would result in circumventing the ten percent threshold for membership approval, is expressly prohibited.

b) Expenditure for construction of any new facility, building or structure which is not a replacement for one which has existed previously.

c) Actions implementing any proposal which would significantly impact the community, its individual members or groups, its amenities, its rural ranch-like atmosphere, or its current or potential assets. Examples include but are not limited to: Significant changes in Ranch staffing structure, significant changes in managing wildlife such as harvesting of deer, or implementation of a gated community concept.

Determination to conduct Member votes on issues categorized in this section may be done by Board decision or by Member petition. In the event the Board decides not to conduct a vote on a particular issue, the membership may require one (except on issues listed below as exclusions), upon presentation to the Secretary of the Association of a petition signed by members in good standing representing ten percent of the total votes of all members. Further action on any issue in question is to be suspended for a minimum of one month upon notification to the Board that a petition is being

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circulated to require a vote.

Items and issues in a), b) and c) which are excluded from the membership approval requirement are:

1) Budget forecasts and budget revisions.
2) Changes in quarterly assessment fees.
3) Expenditures for maintenance of existing roads or facilities.
4) Construction of storage facilities. * [*The intent of the authorizing Board members was conveyed, at the TLRHA annual meeting held November 10, 2000, to mean "storage sheds."]
5) Replacement of or enhancements to existing facilities or amenities which are determined to be inadequate or obsolete to a point of being unusable or unsafe.

d) Commitment to any debt which would cause the total indebtedness of the Association to exceed 25% of the total assessments billed for the preceding fiscal year.

e) Votes shall be conducted in conformance with Article VI except as follows: An affirmative vote total exceeding 50% of the total votes cast shall constitute approval to take the proposed action. Notice, explanation and ballots shall be sent by regular mail to each Member at least twenty days prior to the date established for tallying the vote.

ARTICLE IX. OFFICERS

SECTION 1. DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. One person may hold concurrently any two offices with the exception that the President and Secretary shall not be the same person. The office of Vice President need not be filled.

SECTION 3. REMOVAL OF OFFICERS. Upon the affirmative vote of the majority of the directors, any officer may be removed with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the board. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

SECTION 6. SECRETARY. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Members of the Association; shall have charge of such books and papers as the Board may direct; and shall, in general, perform all duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered mailing addresses. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot owned by such Member,

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and shall, in addition, show how many votes each such Member is entitled to cast at annual or special meetings of Members. Such list shall be open to inspection to Members and other persons lawfully entitled to inspect the same at reasonable times during the Association's regular business hours. The Secretary may delegate and/or coordinate these duties with the Administrative Assistant.

SECTION 7. TREASURER. The Treasurer shall have the responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, or the Association in such depositories as may from time to time be designated by the Board.

ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every director or officer, his heirs, executors and administrators, against all loss, cost and expense including counsel's fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being, or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of the duty of such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such officer or director may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as an expense of the Association; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him as a Member or as an Owner.

ARTICLE XI. HUNTING, FISHING AND MINERAL EXPLORATION

SECTION 1. HUNTING. No hunting shall be allowed on Tierra Linda Ranch Estates. No rifles, shotguns, pistols, revolvers or bows and arrows shall be used on or within the boundaries of Tierra Linda Ranch Estates except by Security Personnel. The Ranch Manager or persons delegated by him may use an appropriate weapon for the purpose of destroying livestock or animals deemed necessary for the proper administration of the ranch.

SECTION 2. FISHING. No nonmember shall fish in the lakes in the Common Areas unless accompanied by a person within a Member's family unit, as defined herein.

SECTION 3. MINERAL EXPLORATION. No exploration, evacuation or drilling for minerals on any Lot shall be allowed. Nothing herein contained, however, shall prevent a Member from drilling for water on such Member's Lot or shall prevent the Association from allowing such exploration, excavation or drilling on the Common Areas.

ARTICLE XII. COMMITTEES

The Board, pursuant to a resolution adopted by a majority of directors in office, shall appoint an Architectural Control Committee when required by the Restrictions, Covenants and Conditions filed of record in conjunction with the Original Plat or subsequent Plats of Tierra Linda Ranch Estates recorded in Gillespie County, Texas. In addition, the Board, pursuant to a resolution

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adopted by a majority of the directors in office, may appoint an Executive Committee, a Membership Committee and such other committees as it deems appropriate. With respect to each committee appointed pursuant hereto, such committee shall consist of at least two or more persons: a majority of whom shall be directors. Committee and advisory group members must be a Member in good standing.

ARTICLE XIII. BY-LAWS

SECTION 1. AMENDMENT OF BY-LAWS. These By-Laws may be amended by the Members of the Association at a duly constituted meeting called for such purpose. No such amendment shall take effect, however, unless approved by at least 51% of the total votes of all Members. The notice of such meeting shall contain a summary of the proposed changes, or a copy of such proposed changes.

SECTION 2. FAILURE TO COMPLY WITH BY-LAWS. Failure to comply with any of the provisions of these By-Laws shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board in the name of the Association on behalf of its Members, or, in a proper case, by an aggrieved Member.

SECTION 3. CONFLICTING PROVISIONS. Any conflict of provisions of these By-Laws with the Texas Non-Profit Corporation Act, Articles of Incorporation of Tierra Linda Ranch Homeowners' Association and the recorded Restrictions, Covenants and Conditions of Tierra Linda Ranch Estates Shall be resolved against these By-Laws.

These By-Laws incorporate the changes approved by the membership at the Annual Meeting on November 9, 2012.

Signed this 12TH day of November, 2012

Norman Wells
President

State of Texas

County of Gillespie

Signed and acknowledged before me the undersigned Notary Public by Norman Wells, the President of Tierra Linda Ranch Homeowners' Association, on the 12 day of November, 2012, as the act and deed of said corporation.

Notary Public in and for the State of Texas

Tammy G. Haney
Notary's Printed Name

My Commission expires on: 1-23-13

TAMMY GAIL HANEY
Notary Public, State of Texas
My Commission Expires
January 23, 2013

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
November 16, 2012 01:08:04 PM
FEE: $63.00 20124676
AMEND
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AMENDED AND RESTATED RESTRICTIONS, COVENANTS AND CONDITIONS OF TIERRA LINDA RANCH ESTATES

Updated November 9, 2012

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THE STATE OF TEXAS)
)
COUNTY OF GILLESPIE)

WHEREAS, certain Restrictions, Covenants and Conditions, dated May 10, 1971, covering the subdivision known as Tierra Linda Ranch Estates described in plats thereof recorded in Vol. 1, Pages 1, 2, 9, 21, 26 and 33 of Plat Records of Gillespie County, Texas, the text of such Restrictions, Covenants and Conditions being recorded in Vol. 99, Page 912 of Deed Records of Gillespie County, Texas, and

WHEREAS, paragraph 19 of said Restrictions, Covenants and Conditions provides for amendment and change thereof;

NOW, THEREFORE, the undersigned being owners of at least 51% of the lots of Tierra Linda Ranch Estates as shown by Deed Records of Gillespie County, Texas, hereby amend the aforementioned Restrictions, Covenants and Conditions of Tierra Linda Ranch Estates and henceforth the Restrictions, Covenants and Conditions of Tierra Linda Ranch Estates as shown by plats thereof recorded in Vol. 1, pages 1, 2, 9, 21, 26 and 33 shall be as follows:

1. Purpose and Extent of Restrictions, Covenants and Conditions.
These Restrictions, Covenants and Conditions are established for the purpose of preserving and propagating the wildlife on the land, and for the mutual benefit of the owners of same. Said Restrictions, Covenants and Conditions shall, as hereafter provided, be construed as covenants running with said land and binding upon all owners or purchasers of said property, their heirs, successors, executors, administrators, and assigns, and all others having any interest therein, as provided herein.

2. Definitions.
In construing these Restrictions, Covenants and Conditions, the following words shall have the following meaning:

A. "Tierra Linda Ranch Corporation" shall mean and refer to that Texas Corporation which subdivided and developed Tierra Linda Ranch Estates and sold lots therein.

B. "Association" shall mean and refer to Tierra Linda Ranch Homeowners' Association, its successors and assigns.

C. "By-Laws" shall mean and refer to the By-Laws of the Association as the same may be amended from time to time by proper action of its Members.

D. "Original Plat" shall mean and refer to the aforesaid Plat filed for record in Volume 1 at Page 1 of the map and Plat records of Gillespie County, Texas, on the 10th day of May 1971, designating the Tierra Linda Ranch Estates.

E. "Tierra Linda Ranch Estates" shall mean and refer to that subdivision of Gillespie County, Texas, named Tierra Linda Ranch Estates, as set forth by plats

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thereof recorded in Volume 1, Pages 1, 2, 9, 21, 26 and 33 of the Plat Records of Gillespie County, Texas.

F. "Common Areas" shall mean and refer to all the real property, and improvements thereon, owned by the Association for the common use and enjoyment of the Members as designated on the recorded plats of Tierra Linda Ranch Estates as well as such additional common areas as may be acquired by the Association as such.

G. "Lot" shall mean and refer to any lot; tract or parcel of land (with the exception of the Common Areas) shown on the Original Plat and subsequent recorded Plats of Tierra Linda Ranch Estates.

H. "Owner" shall mean and refer to the person or persons, entity or entities, who own a lot by virtue of a recorded deed to the fee, or by virtue of a recorded "Contract for Deed". A contract of lease with option to purchase shall not qualify the holder as Owner. The Association, under no circumstances, shall be deemed an owner pursuant hereto.

I. "Member" shall mean and refer to an Owner of record, as referred to in Article II, Section 9 of the By-Laws; provided, however, that if there are two or more persons or entities constituting an "Owner", said persons or entities shall be deemed, collectively, to be one "Member" hereunder. The Association under no circumstances shall be considered a "Member".

J. "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 8 of these Restrictions, Covenants and Conditions.

K. "Residence" shall mean and refer to a permanent structure erected on a Lot for use as a single-family dwelling.

3. Non-Commercial Use of Lots.

None of said Lots, or the improvements erected thereon, shall be used for any purpose other than a private single family residence with the usual and customary accessory buildings such as, but not limited to, garage, guest cottage and servants' quarters. No Lot, or the improvements thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the lot any appearance of a commercial or non-residential use.

4. Common Areas.

The common areas owned or controlled by the Association shall be maintained and governed by the Association in a manner consistent with the purpose of the Association as set forth in the By-Laws and in conformity with the terms and provisions hereof.

5. Construction of Buildings and Other Structures.

All buildings and structures on each Lot shall be of new construction and architecturally in harmony with the primary residential buildings. No unpainted sheet metal or fiberglass structures shall be placed on any of said Lots for use as

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an accessory building. No tent, housetrailer, motorhome, or temporary structure of any character may be placed, constructed or maintained on any of said Lots.

6. Size of Building and Structures.

Living Area of the Main Residence must be not less than two thousand two hundred (2200) square feet, exclusive of porches, garages and other appendages. A garage must be included in any new main residence construction and must be sized for not less than two (2) standard sized automobiles (440 sq. ft.). Carports only are not allowed. Lots acquired prior to 1/01/05 are "Grandfathered" from the required garage provision.

7. Set back Requirements and Fencing.

No building, fence or other structure shall be erected on any Lot nearer than fifty (50) feet from the center line of any street, or side property line, nor closer than 25 feet from any rear property line. Fences, buildings or enclosures on a Lot shall not enclose in the aggregate more than twenty percent (20%) of the total area of said Lot. All fences must be approved by the Committee. Open mesh deer fencing shall not exceed seven (7) feet in height and detached privacy fencing of any type is not considered to be in keeping with the ranch atmosphere.

8. The Architectural Control Committee.

There is hereby established an Architectural Control Committee herein referred to as "Committee". The Committee shall determine if the plans and specifications for any fence or structure on any Lot meet the requirements of these Restrictions and determine if the appearance design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of the subdivision as such committee shall establish. No construction may begin until a plot plan and plans and specifications have been approved by the Committee. If approval is granted construction shall be commenced within (8) months thereafter and, if not, said approval shall be automatically withdrawn. The building of any approved structure must be completed externally in all respects within (8) months of commencement of construction. The Committee shall designate the streets and roads into which access from each lot must be located and no other access shall be permitted. Construction plans and specifications shall, as a minimum, include plans of all floors and levels involved together with elevations of all sides of the proposed structure, a section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that that describe the materials to be used on the exteriors.

The Architectural Control Committee shall be comprised of no less than three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by any Committee or its members pursuant to this Covenant.

9. Rules and Regulations:

The Committee may approve any variance from any provision or term hereof upon written application for same. The decision of the Committee shall be absolutely binding upon all owners and the applicant for a variance. The action taken by the Committee as required herein shall be stated in writing by the committee within thirty (30) days of receipt of plans and specifications, application for variance or

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other request for action. In the event the Committee fails to act and advise in writing then written approval will not be required provided the applicant notifies the Committee in writing, certified mail, return receipt requested, that at the expiration of fifteen (15) days following receipt of said notice that the Covenants will be presumed to have been fully complied with unless the Committee takes action as required under these Covenants. Plans and specifications or other requests for action shall be deemed to be properly submitted to the Committee if delivered in person or forwarded by mail, certified, return receipt requested, addressed to the Committee at the registered office of the Association. The residence or buildings, however, must be constructed in compliance with all of the other provisions hereof.

10. Animals and Hunting:
No animals other than domestic pets and horses shall be permitted on any of said Lots. Horses may be kept on an Owner's Lot if restrained within a fenced enclosure. The Association may own and maintain livestock and horses of all kinds as hereafter provided notwithstanding the provisions hereof.

Hunting is prohibited on both Association as well as Member owned property unless such hunting is planned and conducted under the direction of the Board of Directors.

11. Sanitation and Sewage.
No outside toilets will be permitted, and no installations of any kind for disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches or water bodies. No septic tank or sewage disposal system may be installed without prior approval of the Committee and the proper governmental authorities. All State, County and municipal (if any) health and sanitation statutes, rules, ordinances and regulations must be complied with at all times.

12. Signs.
No commercial sign or advertising device may be displayed on any Lot, with the exception of one FOR SALE sign not exceeding five (5) square feet. A general contractor sign may be displayed during initial main residence construction. Political signs shall comply with the provisions of the Texas Property Code, Title 11, Section 202.009, Regulation of Display of Political Signs.

13. Trash and Garbage.
No trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain upon any Lot, vacant or otherwise. No building materials of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and all such material shall be placed within the property lines of the Lot.

14. Lot Clearing.
In consideration of livestock grazing, fire safety and general ranch beauty within the concept of a working ranch; owners are encouraged to cut cedar and underbrush and in the process thereof, dispose of it in a timely manner.

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15. Environmental Hazards.
No noxious substances or undesirable products whatsoever shall be permitted on any Lot. The Committee shall determine the degree of noxiousness or undesirability and its decision shall be conclusive on all parties.

16. Timber.
No timber or tree of any kind may be cut by any Owner-Member on Association Common Areas without the express consent of the Board of Directors. Furthermore, no plants, trees, shrubs, or rocks shall be removed from the Association Common Areas without the express consent of the Board of Directors.

17. Subdividing.
No Lot, as that term is defined herein, may be re-subdivided by the Owner.

18. Association Membership.
All of the Lots are sold or conveyed upon the understanding that the person acquiring title as Owner will be required to become and remain a member in good standing of the Association; and the owner and property shall be subject to the provisions of the By-Laws of the Association including the obligation thereby imposed for the payment of any costs, dues or assessments.

19. Covenants Running with the Land.
These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of title to any Lot, tract or parcel of land or entering into a contract for purchase of same shall thereby agree and covenant to abide by, and fully perform all the foregoing Restrictions, Covenants and Conditions. These Covenants shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Gillespie County, Texas, unless changed or amended as provided herein. Said Covenants shall be automatically extended, upon the expiration of said term, for successive periods of ten (10) years each. The record owners of legal title may amend or change said covenants in whole or in part at any time by a 51% vote of the total Members. Voting shall be determined by Article VI, Section 4, of the By-Laws. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the Board of Directors and certified as to Owner approval by the Secretary of the Association and recorded in the office of the County Clerk of Gillespie County, Texas. A copy of any change or amendment to these Restrictions, Covenants and Conditions shall be forwarded by prepaid mail to all owners by the Association. Failure to furnish said copy shall not affect the validity of such change or amendment.

20. Separability of all Terms and Provisions.
If any term or provision of this instrument, or the application thereof shall be held invalid, all other terms and provisions of this instrument, or the application thereof shall not be affected thereby, nor shall any failure of the Association to seek enforcement of any term or provision constitute a waiver of any right to do so in the future of the validity or enforceability of such term or provision.

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21. Enforcement.
The Association and every other person, firm or corporation hereinafter having any right, title or interest in any Lot, or parcel of land in this subdivision shall have the right to prevent the violation of any said restrictions by injunction or other lawful procedure and to recover damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

22. Interpretation.
The right is expressly reserved to the Association and its successors and assigns to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 21 above.

23. Abatement and Removal of Violation.
Violation of any restriction or condition or breach of any Covenant herein contained shall give the Association, or its agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Owner thereof and the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

24. Easement Covering All Lots.
The Owner of each Lot shall, by the acceptance of a deed or entering into a contract for the purchase of the property, agree, grant and convey unto the Association and each and every other Owner a general and perpetual easement for the use and enjoyment of said property not under fence as permitted herein in the following particulars:

(a) To each Owner and the Association free ingress and egress for the riding of horses, hiking, and other reasonable outdoor activities or for the purpose of traversing said property to reach other areas of the subdivision.

(b) To the Association for the purpose of allowing the Association to own, maintain, quarter, graze and care for livestock and horses of whatsoever kind or character that the Board of Directors of the Association may elect to purchase or otherwise acquire.

The Purpose of this easement is to provide a method and procedure whereby all Owners may freely and without limitation move about the subdivision for the purpose of promotion of outdoor social and recreational activities limited only by that portion of each tract that may be fenced under the terms and provisions of this instrument and further to provide a method and procedure whereby the Association may establish, maintain and operate a working ranch on all of the property of the sub-division whether owned or not by individual owners, which property is not fenced as provided herein.

25. Working Ranch.
The Association is hereby specifically granted the right to operate and maintain a working ranch in the subdivision on the common areas and park areas and to use that portion of each Owner's Lot that is not fenced as provided herein for grazing of cattle, horses or any other livestock. Each Owner hereof specifically agrees to

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the operation of said working ranch by the Association, and Owner as a member of said Association may be called upon to share in the cost thereof by maintenance fees, assessments or otherwise but there shall be no distribution or remuneration of any kind or character to the Owner from said Association by reason of the operation of a working ranch. It being the intent and purpose of the Homeowners' Association to preserve and maintain the atmosphere, beauty, natural resources and inhabitants of the area that can exist within the concept of a working ranch.

These Restrictions, Covenants and Conditions are hereby dedicated and declared to be governed and burdened by the terms and provisions of the property comprising the subdivision known as Tierra Linda Ranch Estates, plats of which are recorded in Vol. 1, Pages 1, 2, 9, 21, 26 and 33 of the Plat Records, Gillespie County, Texas.

The Subdivision herein referred to comprising Tierra Linda Ranch Estates contains a total of 369 Lots other than Common Area and Owners of no less than 51% of the prorata votes of said Lots do hereby approve of and adopt the foregoing amendments and restatement of the Restrictions, Covenants and Conditions of Tierra Linda Ranch Estates subdivision recorded in Vol. 1, Page 1 of the Plat Record of Gillespie County, Texas, and any amendments thereof.

This is to certify that the above are the recorded property Owners of no less that 51% of the prorata votes of Tierra Linda Ranch Estates, hereinbefore described, who have approved the changes incorporated into these Restrictions, Covenants and Conditions at the Annual Meeting on November 9, 2012.

Norman Wells
President

Mary Anne Neuse
Secretary

Signed this 14TH day of November, 2012.

Norman Wells
President

Robert Skinner

Mary Anne Neuse
Secretary

John Knapp
Treasurer

Sue Bratcher
Member-at-Large

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State of Texas

County of Gillespie

Signed and acknowledged before me the undersigned Notary Public by Norman Wells, the President of Tierra Linda Ranch Homeowners' Association, on the 14 day of November, 2012, as the act and deed of said corporation.

Tammy G. Haney
Notary Public in and for the State of Texas

Tammy G. Haney
Notary's Printed Name

My Commission Expires: 1-23-13

TAMMY GAIL HANEY
Notary Public, State of Texas
My Commission Expires
January 23, 2013

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OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
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TIERRA LINDA RANCH HOMEOWNERS' ASSOCIATION
CONSOLIDATED RULES
November 2018

The following rules, adopted by Tierra Linda Ranch Homeowners' Association, under authority of Article VIII, Section 12 (b) of the By-laws of the Homeowners' Association are in most part a codification, update and amendment of previous rules written by various committees to meet perceived needs on the Ranch. They supersede all previous rules. This compilation is intended to help inform members of the rules and to aid future Boards in administering them. The rules are subject to amendment, addition or deletion at any time in accordance with the above By-law Article.

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Article I: General Rules

A) The Board will make every reasonable effort to keep members advised of rules, dates and time for use of Ranch facilities by newsletter, e-mail and bulletin board posting and/or appropriate signs.

B) Per Article II, Sections 9 & 10 of the By-laws, "Owner" member shall mean and refer to the person or persons, entity or entities who own a lot by virtue of a recorded deed or recorded contract for deed.

1. Per Article IV, Section 1 of the By-laws, except as provided in Riding Rule 5, a member of the family unit must accompany guests using any of the Ranch facilities.

2. Hunting by any means is banned on the Ranch, unless conducted under the direction of the Board.

3. Fireworks are banned at all times on all areas of the Ranch due to fire hazard.

4. Door to door solicitations are prohibited.

5. All non-related Ranch activities and commercial / business announcements advertisements may be posted on the Community Bulletin Board at the front of the Ranch. Business cards may be made available at the Ranch Office. No flyers may be inserted in residents' mailboxes.

   Announcements/information related to Ranch sponsored activities or Ranch organizations may be posted on the Ranch bulletin boards positioned at each bank of mailboxes.

   All information to be posted on bulletin boards or sent via email to residents must be approved by the Board. Board Liaisons to Committees, Advisory Groups and/or Special Projects have the authority to approve related communications. All other requests must be approved by three members of the Board.

6. Open burning operations of any sort should be conducted only after contacting the Tierra Linda Ranch Office or Volunteer Fire Dept. Fire Chief. Observe warning/sign flag posted at the Firehouse.

7. Dogs are to be under owner's personal control. For safety purposes, leashes are recommended when walking off of personal property. Animals observed harassing livestock, wildlife or residents may be subject to capture and delivery to the Gillespie County Sherriff's Office.

8. Contractors must contact Ranch Manger before dumping fill material in common area pits.

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9. Camping on common grounds, except where designated, and on undeveloped tracts is prohibited.

10. Motorized vehicles of all types are prohibited off road on other members' property, without their permission, and on common ground. Exceptions are Ranch, Emergency and Service vehicles.

11. All Association members are expected to adhere to the speed limits posted and to obey traffic signs throughout the Ranch.

12. All vehicles belonging to Association members must display the TLR sticker on the upper front left-side windshield.

13. Association members will be provided two cards for entrance to the back gate, at no charge, and the option to purchase an additional card or remote, for a total of three devices.

C. Upon formal petition by letter to the TLHA Board of Directors, the Board may consider and make exceptions to the TLHA General Rules in specific cases.

D. Members may communicate with individual board members either by phone call, comment/suggestion form printed or sent from the HOA (TLHOA.com) website. Individual board members receiving any comments will relay such comments/suggestions to the other board members and respond to the member in a timely manner.

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Article II: Ranch Facilities (Revised October 2018)

A. Private Parties in Ranch Facilities

1. The Stone House, Chase Pavilion, picnic area, pool and tennis courts cannot be reserved exclusively for any private party.

2. A Ranch member must host the party.

3. Host is responsible for cleanup and damage. Ranch staff is not available for cleanup.

4. Private parties must end by midnight.

5. The private party rules listed above do not apply to Ranch affairs to which all members are invited.

6. All private parties, gatherings, events, etc., with the exception of previously approved ongoing events, must be approved by the Board and scheduled by the TLR Office. The Board liaison and TLR Office will prevent scheduling conflicts by maintaining a Stonehouse calendar. (See General Rules, Stonehouse, Article VII, B. Calendar). Only in the event of a controversy would the entire Board be involved.

B. Common facilities may be used for member instruction purposes e.g., aerobics, computer classes, investment advice, estate planning, bridge, horseback riding lessons, etc. All students must be members. Instructors can be non-members.

C. Ranch employees and their children may use Ranch facilities.

D. Children of homeowners and Ranch employees who are members in good standing of a local 4H or FFA club may use facilities at the Red Barn and stables for their projects with the approval of the Ranch Manager. Projects may not include swine or fowl. Expenses and care of the animals will be the responsibility of the children and their parents.

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Article III: Airstrip (Revised April 2016)

A. Motor vehicles and bicycles are barred from the runway except for maintenance purposes.

B. Cars parked at the airstrip for more than a day are to be parked in or behind the hangars.

C. For safety reasons, use of the runway for pedestrian traffic is prohibited, except while boarding or deplaning an aircraft or performing maintenance work.

D. Deer and other wildlife may accidentally roan the runway and vicinity. Pilots are urged to be alert and cautious for this possible hazard.

E. Drones (unmanned radio-controlled model aircraft), consistent with FAA regulations, will not be flown within a ½ mile radius of Tierra Linda airstrip. Exceptions to the ½ mile restriction may be considered on a case-by-case basis by the TLRHA Ranch Manager, after consultation with the Tierra Linda Pilots' Association. In case an exception is granted, the drone must be flown within line of sight of the operator and will not be flown more than 400 feet above the ground. Operators are cautioned that the FAA has additional regulations concerning registration, general and commercial use.

Tierra Linda Homeowners' Association assumes no liability for injuries or damage resulting from wildlife or from any other condition beyond its control. Conditions beyond the control of the Tierra Linda Homeowners' Association include, but are not limited to:

1. Failure to obtain airport information sheet.
2. Failure to observe any of these rules.
3. Failure to heed any of the precautions published in the airport information sheet.
4. Failure to follow any of the procedures published in the airport information sheet.

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TIERRA LINDA RANCH AIRPORT
KERRVILLE, TEXAS

Airport ID: 60TE

Location: Lat/Long: N30°- 08.483', W 99°-09.028' (middle of runway)
6 nm North of city depicted on San Antonio Sectional
13.6 nm from Center Point VOR (CSI) on 007° radial
23.4 nm from Stonewall VOR (STV) on 253° radial

Elevation: 2000 ft. MSL

Runway: 16/34, 50' x 3000', paved, left traffic, unlighted

Obstructions: 271' (2331' MSL) lighted tower 1 nm North West.
7' fence both ends runway, small trees on North end.

Wind Direction Indicator: Windsocks both ends of runway on West side.

Common Traffic Advisory Frequency (CTAF): 122.750

Nearby Airports with instrument approaches & AWOS:
Kerrville (ERV) 10.4 nm SSE, AWOS 118.125 (830)-895-2204
Gillespie Co. (T82) 13.9 nm NE, AWOS 120.0 (830)-990-2716

Flight Service: San Angelo 122.25, Houston Center 134.2

Ownership: private - Tierra Linda Ranch, 389 Oak Alley, Kerrville, TX 78028. Call 830/257-4154 or e-mail TLRanch@ktc.com for information.

Approved Users: Family Members and guests of Ranch Property Owners. Others by prior arrangements.

Fuel: 100 LL, only by prior arrangement with TLR Pilots' Association member.

Parking ramp: North East edge of runway with tie-downs.

Caution / Remarks: Use Airport at your own risk. Trees, houses, and hangars line both sides of runway. There are sharp drop-offs on edges of runway, especially at mid-field on West side. Terrain drops off at both ends of runway. All these factors contribute to turbulence in windy or un-stable air conditions, especially during landings.

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Article IV: Horses and Stables (Revised October 2017)

A. Personal Horses: (the term horse shall hereafter apply to all equids)

1. Members may be allowed to keep personal horses in a Ranch pen for a maximum of 120 consecutive days while suitable housing for the horse is being prepared on the owner's lot. The owner is totally responsible for care and feeding of the horse during this period. Once a horse is removed from the Ranch pen, it may not be returned without Board permission.
2. Personal horses are not allowed to roam loose at any time.
3. Personal horses may be kept on owner's property according to Restrictions, Covenants and Conditions.
4. Annual Coggins Test results must be on file at the TLR Office for personal horses.
5. Burial/disposal of a privately-owned horse on Ranch property must be done by Ranch Staff under the supervision of the Ranch Manager. The horse owner should contact the Ranch Office to make arrangements and to reimburse the Association for the costs associated with personnel and equipment.

B. Guest Horses:

Horses belonging to guests of members may be ridden only on the host member's private property and not on any common grounds or Ranch roads. Easement to enter other Member's property granted by the Restrictions, Covenants and Conditions do not apply to guest's horses. Coggins test results must be presented to the TLR Office upon entry to the Ranch or be available for inspection by any member of the Ranch Staff.

C. Ranch Horses:

1. The commonly owned Ranch riding facilities consist of:
    a. A horse stable with various horses.
    b. Appropriate saddles, bridles, grooming supplies, etc.
    c. A riding ring.
    d. Access to various trails on common and private land.
2. A Wrangler and the Ranch Manager supervise the riding facilities. There is a Riders' Advisory Group (RAG) that assists with testing, instruction, and special riding events and provides recommended improvements for the Board's consideration.
3. Riding, qualification testing, and instruction coordination are available to all members and their family units as defined in Article I, Section I of the Bylaws.
4. No one may ride Ranch horses without first signing a Waiver of Liability form.
5. No one may ride Ranch horses at Tierra Linda without first being deemed qualified by the RAG, Wrangler, or Ranch Manager.
6. Stables are closed on Easter Sunday, and Christmas Day.
7. No Wrangler rides will be scheduled on the third weekend of every month. The weekend may be adjusted from time-to-time at the convenience of the Wrangler.

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Rider Instruction and Classification

Riding Hours - Hours vary from season to season; consult the bulletin board for the current schedule.

Helmets - All riders MUST wear safety helmets. Loaner helmets are available at the Stable.

Riding Ring - An Arena is located behind the Stable and is available for riding by riders who are family unit members or guests, and are 6 years and older. An Intermediate or Advanced observer, who is at least 18 years old, must be present. A maximum of 3 horses in the ring are allowed at any one time. Only Intermediate or Advanced riders may lope horses in the ring. The exception to this paragraph is a RAG sponsored class or lesson conducted by a certified instructor approved by RAG or the Ranch Manager. Any obstacles placed in the riding ring must be removed by the individual, group or class that set them in the ring. These must be removed immediately after leaving the ring.

Halter Led Rides - Riders must be at least 2 years old, and may be a family unit member or guest. Riders 2 through 5 years of age may only be halter led only in the ring or adjacent pasture. An Intermediate or Advanced observer, who is at least 18 years old, must be present.

Riding Instruction and Testing - Instruction and testing is available for members and members of family unit as defined in Article 4, Section 1 of the Bylaws. Exceptions to this rule may be considered as specified in Article 1, Section C (page 2) of these Consolidated Rules. Consult the bulletin board for more information. The Wrangler is available for private riding lessons for a fee for residents only.

Rider Classification

Beginner - See Exhibit 1. Beginner rider requires no instruction and is open to all members and members of the family unit as defined in Article 4, Section 1 of the Bylaws, who are 9 years or older and their guests who are 12 years old or older. Beginner riders may only participate in Wrangler led trail rides once they are deemed qualified by RAG, Wrangler, or Ranch Manager.

1. **Novice** - See Exhibit 1. Novice is open to all members and members of the family unit as defined in Article 4, Section 1 of the Bylaws who are 9 years old or older. Students take a condensed course covering basic riding skills. No ground handling skills are required. Novice riders may participate in the Youth Fun Day and may use the ring, but must have an Intermediate or Advanced observer who is at least 18 years old present.

2. **Intermediate** - See Exhibit 1. Intermediate is open to all members and members of the family unit ad defined in Article 4, Section 1 of the Bylaws.
Prospective Intermediate riders must complete 5 trail rides prior to Intermediate testing. Students are taught ground handling skills and riding skills. Example: mount/dismount, walk, trot, stop, back up, and navigate obstacles. Basic knowledge for tacking up is necessary even though tacking up is not included as part of the riding test. A basic knowledge of equine behavior will also be taught. Upon completion of the course and passing the Intermediate written and riding test, which do not include tacking up or cantering, Intermediate riders may use the riding ring, but must have an Intermediate or

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Advanced observer who is a least 18 years old present. They may participate in Wrangler led and special rides as well as open rides with an Advanced rider. (Note: The test could be given verbally to this age group). Intermediate certified riders must participate in at least 2 trail rides or open rides per year to retain their certification. Failure to meet this requirement necessitates a skill evaluation by a RAG tester, Ranch Wrangler, or the Ranch Manager to be reinstated to the Intermediate level. Intermediate riders are required to complete a safety/first aid seminar every two years. Failure to complete the seminar will result in the loss of the Intermediate classification and reclassification as a Novice. The Intermediate classification will be restored upon completion of the seminar.

3. **Advanced** - See Exhibit 1. Advanced is the highest classification of rider at Tierra Linda Ranch, and as such, carries a responsibility and privilege not afforded to other riders. Advanced is open to all members and members of the family unit as defined in Article 4, Section 1 of the Bylaws who are 18 years old or older and who have passed the Intermediate test. Prospective Advanced riders must complete an additional 15 trail rides and/or open rides prior to Advanced testing. Advanced riders require a proficiency in all ground handling and riding skills. They must also have a basic knowledge of equine behavior. Advanced riders are also expected to saddle and unsaddle their horses on each ride and assist the Wrangler when requested. Upon passing of written and riding tests, Advanced riders may use the riding ring, but must have an Intermediate or Advanced rider who is at least 18 years old present. They may participate in Wrangler led, special rides and open Rides with another Intermediate or Advanced rider who is at least 18 years old present. The Advanced rider is expected to spread the usage of their horses (that they are qualified to ride) amongst the entire remuda. The Advanced classification must be maintained by riding on an open ride, trail ride, or special ride, at Tierra Linda, at least twice every six months. However, during a trail ride or special ride, the Advanced rider must be able to catch, groom, tack, and saddle his/her own horse, and may assist the Wrangler during the trail ride if requested by the Wrangler. If an Advanced rider has not ridden at least twice in the past six months, January-June or July-December, the rider's classification automatically becomes Intermediate. The rider can request a skill evaluation by a RAG tester, the Ranch Wrangler, or the Ranch Manager to be reinstated to the Advanced level. It is the rider's responsibility to contact one of these people to be evaluated. If not reinstated, the rider would have to pass the Advanced prerequisites and testing to be re-certified as an Advanced rider. Tierra Linda Ranch property owners with private horses who actively ride their horses would be automatically included in the Advanced rider classification without any test requirements. Advanced riders are required to complete a safety/first aid seminar every two years. Failure to complete will result in loss of the Advanced classification, and reclassification as a Novice. The Advanced classification will be restored upon completion of the seminar. Property owners with their own horses are exempt from the seminars.

4. **Safety and First Aid Seminars** will be conducted semi-annually. These will be coordinated by the RAG. If for some reason you are unable to complete a seminar, contact a member of the RAG to make alternative arrangements.

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Horse Reservation System and Riding Rules

1. Horses may be reserved in advance utilizing the Reservation Schedule in Section 2 below. The name and age (if under 21) of each rider must be given when making horse reservation for trail rides. Horses may be used for a maximum of four hours. Reservations, in advance by telephone or in person, must be made only to the Ranch Office during office hours, 8:30 A.M.to 2:30 P.M., Monday through Friday, holidays excepted. Answering machine messages or emails will not be accepted. Please allow at least one day notice for reservations. Reservations will not be held beyond the reservation time.

   Beginner and Novice Riders not previously evaluated for riding skills must arrive at the stables at least one hour prior to the scheduled ride in order to sign waiver and indemnity forms and be evaluated by the wrangler for ability to control a horse.

2. Reservation Schedule:

Ride Monday	Call the prior Monday or after
Ride Tuesday	Call the prior Tuesday or after
Ride Wednesday	Call the prior Wednesday or after
Ride Thursday	Call the prior Thursday or after
Ride Friday	Call the prior Friday or after
Ride Saturday	Call Monday of same week or after
Ride Sunday	Call Monday of same week or after

   Stable will be closed on Easter and Christmas.

3. There is a maximum of four (4) horses per family unless there are extra horses available.
4. The Wrangler has absolute authority to assign horses, restrict the use of any horse, enforce rules and deny riding privileges.
5. No riding aides such as spurs, whips, or crops etc. may be used on Ranch horses unless directed or approved by the Wrangler or Ranch Manager. No Exceptions.
6. Texas-style decorum and behavior are expected at the stables and around the horses. This is Texas; therefore, Texas politeness, hospitality, and manners will be observed.
7. Waivers of Liability and Indemnity forms shall be signed by all riders 18 years and older. Waivers of Liability and Indemnity forms must be signed by parents or legal guardians of family members under the age of 18. Members must sign Indemnity agreement for any legal actions brought by their guest.
8. Routine Wrangler led trail rides are open to all resident riders 9 years or older and their guests who are 12 year or older. Special trail tides are open only to Intermediate or Advanced riders. The exception to this rule is for guests of residents who own horses if the guest rides one of the resident's horses. The guest must be accompanied by the resident and must have signed an insurance waiver. Open rides are open only for:
   a. Intermediate riders – Must be accompanied by at least one Advanced rider.

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b. Advanced riders - Must be accompanied by at least one Intermediate or Advanced rider. Each Advanced rider can have no more than two Intermediate riders accompany them.

9. Novice, Intermediate, or Advanced riders may use the ring to practice riding skills, but must have an Intermediate or Advanced observer who is at least 18 years old present.
10. Guests need not be accompanied by a family unit member on Wrangler-led trail rides, but they must be brought to the stables, introduced, and signed in by a family unit member.
11. Only one person of any age per horse.
12. No smoking, alcohol, or drugs around the stable, on trails, or in the ring.
13. Only Intermediate or Advanced riders are allowed to enter the stall area of stables. The wrangler has the right to restrict this privilege on an individual basis. All other riders must stay in the designated area outside the covered stables.
14. All riders must wear footwear with heels. Sneakers, sandals, etc. are not allowed. Lace-up boots are strongly discouraged.
15. Horses should not be loped on trail or open rides. Only Intermediate or Advanced riders may lope in the ring. Only Advanced riders may lope in the pastures adjacent to the ring.
16. All trail rides are single file. Horses must be kept one length apart at minimum.
17. Do not allow horses to graze or drink on the trail while bridled.
18. Do not ride close to homeowners' houses or lawns.
19. All gates should be left open or shut as you found them.
20. Age requirements for non-classified riders:
    a. 2-5 years old - may be halter-led in ring with an Intermediate or Advanced rider observer who is at least 18 years old present.
    b. 6-8 years old - may ride in the ring with an Intermediate or Advanced rider observer who is at least 18 years old present.
    c. Residents 9 and over - may trail ride on a wrangler-led ride. Guests must be 12 years or older.

FAILURE TO COMPLY WITH RULES WILL RESULT IN LOSS OF RIDING PRIVILEGES

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Exhibit 1 - Riding Levels and Competency Skills Checklist

AGE CRITERIA RESIDENT STATUS	≥ 9years Res. >12 Yrs. /Guest	≥ 9years Resident	≥ 9years Resident	≥ 18years Resident
LEVEL	Beginner	Novice	Intermediate	Advanced
SKILL				
Catch			X	X
Lead			X	X
Tie			X	X
Groom			X	X
Clean out feet			X	X
Tack up				X
Adjust stirrups			X	X
Adjust bridle			X	X
Mount	X	X	X	X
Complete 5 trail rides prior to testing			X	
Walk	X	X	X	X
Turn	X	X	X	X
Stop	X	X	X	X
Trot	X	X	X	X
Back up	X	X	X	X
Navigate obstacles at walk and trot	X	X	X	X
Dismount	X	X	X	X
Complete riding skills course		X		
Pass level test (written and ring)			X	X
Complete 15 trail or open rides prior to testing				X
Canter				X
Navigate obstacles at walk, trot, canter				X
Untack				X
Put tack and tools away			X	X
Turn out			X	X
Able to assist other riders				X
Able to assist Wrangler				X
Assist wrangler whenever requested				X
Attend & complete Safety/First Aid seminar every two years			X	X
May participate in wrangler let rides	X	X	X	X
May participate in Youth Fun Day		X	X	
Pony Rides - See "Halter Led Pony Rides" under "Rider Instruction and Classification"			X	X
Open rides with Advanced rider			X	X

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Article V: Lakes and Streams

A. Swimming and gasoline powered boating is prohibited on the lakes. Electric motors are allowed.

B. Upper Lake: Catch and release all species of fish EXCEPT: Destroy all Grass Carp and Pickerel Pike. Barbless hooks recommended.

C. Trophy Lake (lower lake): Catch and release all species of fish EXCEPT: Destroy all Grass Carp. Barbless hooks recommended.

D. Boats are provided for members use only. Ranch denies all liability in connection with boat use. Capacity not to exceed two (2) adults or one (1) adult and two (2) children under 12 years of age. All boat occupants are strongly urged to use personal floatation equipment. In no case are children to occupy boats without a lifejacket. Boats are to be returned to designated areas after use, re-chained and locked.

E. NO CHILDREN UNDER 14 YEARS OF AGE ALLOWED ON ANY LAKE WITHOUT A LIFEJACKET.

F. POSTED LAKE RULES:

1. A family unit member must accompany guest while fishing.
2. No open fires or swimming allowed.
3. Private Lake, DO NOT TRESPASS, Resident usage only.
4. Catch and release only. Barbless hooks only.
5. Destroy all carp.

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Article VI: Swimming Pool (Revised May 2017)

Swimming Pool - Hours: 7:00 a.m. to 10:00 p.m.

The pool is reserved for ADULTS ONLY (18 AND OLDER)
Thursdays from 4:00 - 6:00 p.m.

1. SWIM AT YOUR OWN RISK. Tierra Linda does not employ a lifeguard. SWIMMING WITH A BUDDY IS RECOMMENDED.
2. For insurance purposes, EVERYONE utilizing the pool area MUST SIGN IN and provide a lot number or Ranch address.
3. Do not enter the pool enclosure any time other than the posted hours. Entry will be treated as trespassing.
4. Lock the pool enclosure when no member is present, or if you are the last person to leave the pool. Contact Ranch Office or Ranch Manager to obtain lock combination.
5. Report problems to the volunteer in charge of the pool or the Board Liaison for the pool.
6. Evacuate pool and surrounding area during electrical storms.
7. Use the restroom outside the kitchen door at the Stone House.
8. Place trash in the appropriate receptacle.
9. Store personal items in cubicles while swimming.
10. Pool furniture is for the use of all swimmers and should not be abused. Misuses of pool furniture that results in damage will be billed to member responsible.
11. No running, horseplay or climbing or/diving from rock walls or shade structures.
12. Adult supervision is required for ALL CHILDREN 16 years of age and under.
13. Appropriate bathing attire is reacquired. Babies are required to wear Swim Diapers.
14. The FOLLOWING ARE NOT permitted in pool enclosure:

- Glass containers
- Food
- Large flotation devices
- Tobacco or tobacco products
- Pets

15. Consuming alcoholic beverages at the pool by adults (21 and over) must be done responsibly.
16. The pool will no longer be available for outside groups such as church, school functions or private parties. Each family member (as defined in Article IV, Section 1 of the Bylaws) will be permitted one guest. An Adult family member must be present at the pool with the guest.

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Article VII: Stonehouse & Chase Pavilion (Revised October 2017)

Stonehouse Hours: 8:00 a.m. to 10:00 p.m.

A. Consult Article II of General Rules for group or party restrictions.
   1. Requests for events must be scheduled with the TLR Office and approved by the Board Liaison.
   2. Entry without authorization before or after stated hours will be considered trespassing.

B. Calendar:
   1. After authorization by the Board Liaison, the Office will notify the Association member requesting use, and the scheduled event will be added to the Master Calendar.
   2. The Office is responsible for maintaining the Master Calendar.

C. Donations:
   Any donation of furniture, artwork or other items must be referred to Board of Directors for final approval.

D. Use:
   1. Kitchen: After use, please leave in order. CHECK ALL APPLIANCES. (Are burners and oven off?)
   2. Return all furniture to original placement.
   3. Return folding chairs to storage in an orderly state.
   4. When leaving, turn lights & fans off, and lower window shades.
   5. Treat septic systems and lavatory as in your own home. No personal hygiene products flushed. Biodegradable refuse only.
   6. Clean up after use.
   7. No pets allowed.

   The cost for repair due to damage incurred by a guest or member shall be the responsibility of that member.

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Article VIII: Tennis/Pickle Ball Courts (Revised August 2016)

A. The Courts are for the purpose of tennis and pickle ball. However, if there is a conflict of time or usage, tennis will take precedence.

B. The following items are not allowed on the courts:
1. Bicycles
2. Skates
3. Roller blades
4. Skate boards
5. Pets

C. Do not strike the court surface with any object.

D. After using squeegee rollers, hang them up on the WEST end fence under the oak tree. Direct sunlight destroys the squeegee material.

E. Court-appropriate shoes are required. Shoes that leave black marks on the courts are prohibited.

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Article IX: Trailers, Recreational Vehicles and Site Maintenance Equipment

A. The Architectural Control Committee has given a general variance to allow keeping a travel trailer or motor home at a house and visible from nearby roads or neighbor's residences for up to three (3) days before and after a trip. Member vehicles are not to be used for accommodation at any time. Guests may reside in their recreational vehicles during their visit provided that this does not exceed seven (7) days.

B. Recreational vehicles (RV's) including motor homes, 5th wheels, and travel trailers are to be stored only in the designated parking and storage area behind the Red Barn, or in an appropriate building on the owner's lot. RV's are not to be parked, stored or occupied in the common areas, including the former campground area located along and adjacent to White Oak Creek.

C. No one may live in an RV on the property while a dwelling is under construction.

D. Personal utility trailers and small horse trailers (maximum two-horse capacity) may be parked on Members' property (preferably out of sight of neighbors).

E. Personal construction and maintenance equipment is to be stored in an appropriate building or in such a manner to be not visible from the street or from a neighbor's residence.

F. Only operational personal recreational vehicles or trailers (e.g.: utility, horse, travel, cargo or boat) owned by Members may be parked in the storage area near the Red Barn. "Operational" is defined as (1) state registration current or expired for not more than one year and no flat tire for a year or more, for those vehicles requiring state registration, or (2) no flat tire for a year or more for vehicles, such as utility trailers, that are not driven off of the Ranch. A vehicle that is not operational is considered derelict or abandoned. Vehicles must be registered with the TLR office or its designee, be assigned a specific parking space, and receive a parking sticker to be affixed to the vehicle.

G. A Member may park only one vehicle in the Storage Area. Upon approval of the RV/Trailer Storage Group, a second vehicle may be parked in the Storage Area on a Space-Available basis with the understanding that it may have to be removed to accommodate another Member's first vehicle. If a second vehicle must be removed, the vehicle most-recently parked will be asked to move first. No commercial vehicles may be parked in the Storage Area.

H. Derelict vehicles or equipment, vehicles parked in spaces other than their assigned space or are not operational may be moved at the expense of the owner by Ranch staff after appropriate notification to the owner. If necessary, vehicles may be disposed of in accordance with Chapter 683 (Abandoned Motor Vehicles) of the Texas Transportation Code.

I. Automobiles may not be stored in the RV and trailer parking area.

J. The Board will appoint a RV and Trailer Parking Group to administer and monitor the vehicle parking program.

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Article X: Ranch Staff and Equipment

A. The Ranch staff, while on duty, are prohibited from performing any personal services e.g., feeding pets, watering flowers, collecting mail, etc.

B. The Ranch Manager is expected to enforce Ranch rules with due discretion. Complaints by members should be addressed to the Board in writing.

C. Ranch staff are not to carry guns on their person or in Ranch vehicles except in connection with livestock and wildlife operations.

D. Ranch labor, material and equipment are not available for individual member use.

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Article XI: Trash, Junk/Special Refuse Collection, and Brush Disposal

(Revised June 2017)

DUMPSTERS ARE FOR RESIDENT USE ONLY

A. Trash is to be taken to a ranch dumpster by the homeowner. Homeowner's needing and wanting roadside trash pick-up MUST contact the office to be put on a list.

B. The following standards are established for taking trash to ranch dumpsters, roadside pick-up and the brush burn site. Trash containing any of the following will NOT be picked up by the staff and will NOT be allowed in the dumpsters
   1. Medical hazardous waste such as syringes
   2. Other hazardous waste e.g. paint, pesticides, herbicides, cleaning agents, auto/motorcycle batteries.
   3. Yard waste (rocks, soil, leaves, etc.)
   4. Construction waste (lumber, sheetrock, etc.)

C. Rules for Dumpster Collection:
   1. Cardboard boxes MUST be broken down.
   2. Items too large for dumpsters (appliances, furniture, large plastic trash cans, etc.) are not to be placed in garbage dumpsters. (see below for junk/special refuse)
   3. No Contractors may use any dumpster.

D. Rules for Roadside Pick-up:
   1. Trash is to be placed in sturdy plastic bags and tied shut. Bags must have sufficient wall strength to maintain physical integrity when lifted.
   2. Full trash bags should not weigh more then 35 pounds.
   3. While not required, placing plastic bags in a garbage can (plastic/metal) could help deter animal damage. The staff is not responsible for picking up trash that has been scattered by animals or other means. The staff will notify the resident who will be responsible for pick up the scattered trash.

E. Rules for Junk/Refuse

Junk/Special Refuse Days are scheduled periodically (Watch for e-mail announcements)

*Items that CAN be collected include:

1. Household furniture
2. Appliances
3. Lawn and garden equipment (all fuel **MUST** be drained from engines)
4. Metals, etc.

*Items that CANNOT be collected include:

1. Oil and oil filters
2. Paint
3. Batteries
4. CFL bulbs
5. Large glass items (mirrors, windows, doors, etc.)
6. Hazardous materials
7. Tires
8. Flammable materials

Donations are expected in accordance with the volume of items to be discarded. A bin may be provided East of the Red Barn. The same rules as above apply.

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F. Rules for Ranch Brush Burn Site:
1. Only burnable brush, tree limbs, leaves and scrap lumber (nails removed) may be deposited by homeowners at the brush burning site.
2. No plastic bags, cardboard boxes, containers or binders should be left at the dumpsite.
3. Only debris removed from the ranch may be deposited at the ranch brush burn site. Contractors must have permission from the ranch resident they are contracted to.

G. Kerrville Landfill: Located on loop 534 just north of the Veterans Hospital. 257-3831

H. Fredericksburg-Gillespie County Landfill: Located on Cave Creek Road, FM 1631. 830-997-3459.

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Article XII: TLRHA Elections

References:

- Bylaws Article VI, Sections 1, 2, 3, 4, 5, 6, 7, and 8
- Bylaws Article VIII, Section 15 (c) and (e)
- Bylaws Article IX, Section 6
- Amended and Restated Restrictions, Covenants and Conditions, #19.

A. A current TLRHA membership list is maintained by the Secretary and Office Manager. The list must contain the following information for each member:

- Name
- Mailing address
- Email address (if the member has one)
- Lot(s)/tract(s) owned by the member
- Votes each member is entitled to cast.

B. Members who have no recorded deed on file in the Office are notified by the Secretary of the By-Law requirement to provide a copy of their deed in order to establish membership in the Homeowners Association and thus be eligible to vote. DEEDS MUST BE SUBMITTED NOT LESS THAN THREE DAYS PRIOR TO THE ANNUAL MEETING.

C. Ballots are sent to members via U. S. mail and email at least 20 days prior to the vote with a deadline specified for return.

D. Responsibility for the election process lies with the Secretary of the Association and those persons designated by the Secretary. Designees may include:

- Office Manager
- Election Judge
- Counters deemed necessary based on number of issues upon which the members are voting.

E. Votes may be cast in person or by proxy. Ballots/votes may be (1) cast by hand delivery to the Ranch Office during regular hours and prior to the Annual Meeting, (2) by U. S. mail, (3) by email, (4) by fax, or (5) in person at the Annual Meeting. Ballots/votes must be in writing and signed by the Owner. Ballots emailed from an email address on file at the Tierra Linda Ranch office need not be signed. Mailed and faxed ballots must arrive prior to the annual meeting. A member may designate by proxy another member, or the Board of Directors, to vote in his/her stead. Proxies shall be in writing and the signature of record must be witnessed. Proxies must be on file with the Secretary at least three (3) days before the appointed time of each meeting.

F. Ballots must be returned by the deadline specified. They may be hand delivered to the TL Office, emailed, faxed, or returned by U. S. Mail.

G. A second copy of a ballot may be obtained from the Office Manager or Secretary, if the first is not received in U.S. Mail.

H. Ballots are received daily and secured under lock and key.

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I. Preparation for counting of ballots includes:
- Verification of membership in the Homeowners Association. A copy of recorded deed must be on file in the Office in order to establish membership and eligibility to vote.
- Alphabetizing of ballots.
- Identification of proxies.

J. Ballots are counted by Election designees.
- Member names and lot/tract numbers are cross-referenced and verified between ballots and the membership roster.
- Each member shall have a number of votes equal to the number of total acres owned in the Tierra Linda Ranch Estates by that member. For example, if a Member owns 10.02 acres of Tierra Linda Ranch Estates, then that Member shall have 10.02 votes.
- Results are then tabulated.

K. Results are verified and validated by the Secretary who then notifies Board of Directors and members. The names of the winner(s) of the election will be announced at the meeting and sent to owners via email, U. S. mail (for those with no email address on file), and posted on Ranch Bulletin Boards. The actual number of votes for each candidate will not be announced during the meeting, sent to members, or posted on the Bulletin Boards. The number of votes for each candidate will be made available to members upon request.

L. Ballots received following the specified deadline are not counted. Each is marked "Void" with date and time of receipt.

M. Counted ballots, voided ballots and verified/validated tabulation sheets are placed on file in the TL Office. Uncontested Ballots will be DESTROYED AFTER 30 DAYS.

N. Access to completed ballots shall be governed by the following section of the Texas Property Code.

"Sec. 209.00594. TABULATION OF AND ACCESS TO BALLOTS.
(a) Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in a property owners' association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.
(b) A person other than a person described by Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.
(c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law."

O. The voting process is governed by the following section of the Texas Property Code.
"Sec. 209.00592/3. VOTING; QUORUM.
(a) The voting rights of an owner may be cast or given:
(1) in person or by proxy at a meeting of the property
(2) by absentee ballot in accordance with this section;
(3) by electronic ballot in accordance with this section; or
(4) by any method of representative or delegated voting provided by a dedicatory instrument.
(b) An absentee or electronic ballot:

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(1) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;

(2) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and

(3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(c) A solicitation for votes by absentee ballot must include:

(1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

(2) instructions for delivery of the completed absentee ballot, including the delivery location; and

(3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

P. In the event a member wishes to contest a vote, a recount of votes is governed by the following section of the Texas Property Code.

"Sec. 209.0057. RECOUNT OF VOTES.

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

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

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

(2) in person to the property owners' association's managing agent as reflected on the latest management certificate filed under Section 209.004 or to the address to which absentee and proxy ballots are mailed.

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

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

(2) is:

(A) a current or former:

(i) county judge;

(ii) county elections administrator;

(iii) justice of the peace; or

(iv) county voter registrar; or

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

(d) Any recount under Subsection (b) must be performed on or before the 30th day after the date of receipt of a request and payment for a recount in accordance with Subsections (b) and (c). If the recount changes the results of the election, the property owners' association shall reimburse the requesting owner for the cost of the recount. The property owners' association shall provide the results of the recount to each owner who requested the recount. Any action taken by the board in the

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period between the initial election vote tally and the completion of the recount is not affected by any recount."

Article XIII: TLRHOA Board Meetings

A. Guest and Public Comment

1. If you desire to address the Board, you must contact the Tierra Linda Office in advance of the meeting to request to be put on the agenda.
2. Requests of the Board and comments made to the Board must be in writing.
3. Oral presentations to the board are limited to two (2) minutes.

B. Participants with questions during the Business Section of the Board Meeting must be recognized by the President.

C. Board meetings shall be conducted in accordance with the following section of the Texas Property Code.

"Sec. 209.0051. OPEN BOARD MEETINGS.

(a) This section does not apply to a property owners' association that is subject to Chapter 551, Government Code, by application of Section 551.0015, Government Code.

(b) In this section:

(1) "Board meeting":

(A) means a deliberation between a quorum of the voting board of the property owners' association, or between a quorum of the voting board and another person, during which property owners' association business is considered and the board takes formal action; and

(B) does not include the gathering of a quorum of the board at a social function unrelated to the business of the association or the attendance by a quorum of the board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of association business is incidental to the social function, convention, ceremonial event, or press conference.

(2) "Development period" means a period stated in a declaration during which a declarant reserves:

(A) a right to facilitate the development, construction, and marketing of the subdivision; and

(B) a right to direct the size, shape, and composition of the subdivision.

(c) Regular and special board meetings must be open to owners, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners' association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

(c-1) Except for a meeting held by electronic or telephonic means under Subsection (h), a board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.

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(d) The board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the property owners' association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the board.
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(e) Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

(1) mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(2) provided at least 72 hours before the start of the meeting by:

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

(i) in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or

(ii) on any Internet website maintained by the association or other Internet media; and

(B) sending the notice by e-mail to each owner who has registered an e-mail address with the association.

(f) It is an owner's duty to keep an updated e-mail address registered with the property owners' association under Subsection (e)(2)(B).

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

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

(1) fines;

(2) damage assessments;

(3) initiation of foreclosure actions;

(4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;

(5) increases in assessments;

(6) levying of special assessments;

(7) appeals from a denial of architectural control approval; or

(8) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the

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Article XIV: Guidelines for Burning (Revised March 2014)

THE FOLLOWING GUIDELINES ARE JOINTLY AGREED UPON BY THE TLRHA AND THE TLVFD.

1. No new fires started after noon. You are encouraged to start burning early in the day
2. If wind exceeds or is forecast to exceed 10 mph, DO NOT BURN.
3. NEVER leave fires unattended. Watch your fire until it is DEAD OUT!
4. Burn in open, cleared spaces away from juniper (cedar) brush piles, leaves, overhead utility lines, etc. (A cleared area, 30 feet around the burn pile, is a good idea.) It is prudent to contact the TLVFD Fire Chief, Deputy Chief, or Assistant Chief, and the Ranch Manager, before burning. TLVFD can assess your burn location, advise on safe methods, and point out any problems.
5. Keep burning brush piles small enough to control or extinguish should conditions become unfavorable. Always start with a small burn pile and add to it. NEVER burn large piles of brush. The safest time to burn is on a rainy day; preferably while it is still raining.
6. Have hand tools and/or water on hand to extinguish spot fires caused by stray sparks.
7. Call 911 immediately should the fire spread beyond your control.
8. Comply with Gillespie County burn regulations. An agreement, dated 17 Jan 2000, between the Homeowner's Board and the VFD allows for the VFD and the Ranch Manager to assess the fire danger here on the Ranch and post an advisory sign/flag regardless of whether or not Gillespie County has a fire ban in effect. Always check the advisory sign/flag posted at the firehouse.
9. The SAFEST method for removing brush is to haul it or have it hauled to the common brush area for supervised burning by the ranch.
10. As a reminder: Careless burning could result in financial liability for any damage you may cause to neighboring property

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ARTICLE XV: RECYCLING PROGRAM (Revised April 2016)

RESIDENTS ARE ENCOURAGED TO RECYCLE.

A RECYCLING BIN IS AVAILABLE INSIDE THE RED BARN

Items that CANNOT be recycled include:
- Plastic Bags
- Glass
- Styrofoam

Cardboard boxes MUST be flattened.

Aluminum cans are to be placed in designated barrels.

NO HAZARDOUS WASTE OF ANY KIND AT THE RED BARN

Watch the Kerrville Daily Times for dates to recycle items e.g. paint, pesticides, herbicides, cleaning agents (muriatic acid, TSP etc.) & auto/motorcycle batteries.

OFF-RANCH RECYCLING

Ink Cartridges, Toner and Laser Cartridges
- Office Max in Kerrville will exchange for a free ream of paper - one per customer per visit (Epson and Canon are not accepted.)
- Kerrville Recycle Center

Rechargeable Batteries
- Kerrville Recycle Center
- Must be labeled "rechargeable" or have a recycle symbol (RBRC) to be accepted
- Examples: cordless power tools, cellular and cordless phones, laptop computers, camcorders, remote control toys, and portable household appliances. No car or motorcycle batteries.

Car Batteries
- Auto Zone, O'Reilly, and NAPA auto part stores accept car batteries for recycle and will give a $5.00 store credit.

Plastic Grocery Bags
- Recycle at stores, e.g. HEB or Wal Mart
- Kerrville Recycle Center

Local Recycle Centers

KERRVILLE RECYCLING CENTER
Monday thru Friday 8:30 am until 4:30 pm (closed from 1 pm to 2 pm for lunch)
Open every third Saturday of each month 8:30 am until 1:30 pm Phone: 257-1267

Glass is NOT accepted.

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FREDERICKSBURG RECYCLING CENTER
302 East Ufer St. - Open Mon, Tues, Wed, Fri 7:30 am – 5:30 pm (closed Thurs) & Sat 8 am - 12 noon Phone: 830-9970-5157

JOHNSON CITY RECYCLING CENTER
204 FM 2766 (A. Robinson Rd.) - Open Mon-Fri 8:00 am - 12:00 pm, Wed 1:00 pm - 5:00 pm, first Saturday of the month 9:00am - 1:00 pm Phone: 830-868-7111
WILL recycle glass.

OTHER RESOURCES
KERRVILLE LANDFILL
Located on Loop 534 just north of the VA Hospital Phone: 257-3831

FREDERICKSBURG LAND FILL
2 miles east on RR 1631 Phone: 830-997-3459

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The Consolidated Rules contained in this document have been approved by the Tierra Linda Homeowners Association Board of Directors.

Signed this 7 day November, 2018

Sylvia Ostos, President
President

State of Texas

County of Gillespie

Signed and acknowledged before me the undersigned Notary Public by Sylvia Ostos, the President of Tierra Linda Ranch Homeowners' Association, on the 7 day of November 2018, as the act and deed of said corporation.

Tammy G. Haney
Notary Public in and for the State of Texas

Tammy G. Haney
Notary's Printed Name

My Commission expires on: 1-23-21

TAMMY G. HANEY
My Notary ID # 7876907
Expires January 23, 2021

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
November 07, 2018 11:33:52 AM
FEE: $128.00 LBROWN
AMEND
20185755

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HAROLD MARTIN, ET UX TO CLAUDE R. McCLENNAHAN, JR.

WARRANTY DEED WITH VENDOR'S LIEN

VOL. 97 PAGE 128

THE STATE OF TEXAS |

COUNTY OF GILLESPIE |

KNOW ALL MEN BY THESE PRESENTS: That we, Harold Martin, also known as Harold D. Martin, and wife, Adelle Martin, of the County of Gillespie State of Texas for and in consideration of the sum of Ten and No/100 ($10.00) DOLLARS and other good and valuable consideration to the undersigned cash in hand paid by Claude R. McClennahan, Jr., the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith, in the principal sum of Six Hundred Twenty-nine Thousand Five Hundred Fifty-three and 41/100 ($629,553.41) DOLLARS, payable to the order of grantors, the principal and interest of such note being payable as therein provided, and such note bearing interest as therein provided, such note also containing a prepayment clause, partial release clauses and the usual clauses providing for acceleration of maturity and for attorney's fees; the payment of which note is secured by vendor's lien herein retained, and is additionally secured by a deed of trust, of even date herewith, to Pat Tinley, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL AND CONVEY unto Claude R. McClennahan, Jr., of the County of Dallas State of Texas, all of the following described real property in Gillespie County, Texas, to-wit:

A total of 2431.8447 acres of land, more or less, lying and being situated in Gillespie County, Texas, described more particularly in three tracts as follows:

TRACT ONE:

A total of 718.9447 acres of land, more or less, being comprised of parts of the G. B. & C. N. R. R. Co. Survey No. 177, Abstract No. 775, B. S. & F. Survey No. 2, Chas. Schreiner, Assign, Abstract No. 1745, R. P. Kibble Survey No. 1936, Abstract No. 1515, B. S. & F. Survey No. 1, Abstract No. 90, C. P. Bacon Survey No. 358, Abstract No. 1748, G. B. & C. N. R. R. Co., Survey No. 178, Chas. Schreiner, Assign, Abstract No. 1260, Wm. Eager Survey No. 178, Abstract No. 1081, in Gillespie County, Texas, and being the same land called 711.5 acres conveyed by deed from Ruby Friedrich to Harold Martin and Adelle Martin recorded in Volume 77, Page 230, of the Deed Records of Gillespie County, Texas, and such land being more particularly described by metes and bounds as follows:

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BEGINNING at a stone mound in fence corner, the N. E. corner of Survey No. 178, Wm. Eager, for a N. E. corner of this tract;

THENCE South with the east line of said Survey No. 178, Wm. Eager, 734 varas to a Walnut 10" in diameter in a ravine for corner;

THENCE East 1431 varas to a stone mound in fence for a N. E. corner of this tract;

THENCE South with said fence 1140 varas to a fence corner;

THENCE S. 16° 15' W. 440 varas to the N. E. corner of Survey No. 726, D. B. Knowlton;

THENCE West 1691 varas to the Kerrville-Harper Road, a point in the south line of Survey No. 1, B. S. & F., for a S. W. corner of this tract;

THENCE with said road N. 6° 15' W. 278 varas, N. 0° 30' E. 390 varas N. 37° 23' W. 303.83 varas, N. 38° 50' W. 468.27 varas, N. 27° 49' W. 48.27 varas, N. 41° 11' W. 132.92 varas, N. 53° 33' W. 173.77 varas, N. 45° 03' W. 91.08 varas, N. 8° 38' W. 86.34 varas, N. 1° 29' W. 458.64 varas, N. 2° 32' E. 63 varas, N. 11° 27' E. 101.05 varas, N. 66° 43' E. 22.92 varas;

THENCE East 1184.57 varas to the place of BEGINNING.

And being the same land conveyed to A. A. Friedrich by Mattie Friedrich by deed dated February 20, 1942, recorded in Volume 55, at page 186, of the Deed Records of Gillespie County, Texas.

TRACT TWO:

All that certain 711.6 acres of land, more or less, in Gillespie County, Texas, being 350 acres, part of Survey No. 176, B. F. I. & M. Co., Abstract No. 1149; 213.6 acres, part of Survey No. 177, G. B. & C. N. G. R. R. Co., Abstract No. 775, and 148 acres part of Survey No. 178, Chas. Schreiner, Abstract No. 1260, and being the identical property conveyed from Louis Friedrich to Lottie Hopf, by conveyance dated February 12, 1959, and such property being described by metes and bounds in said conveyance, to which conveyance reference is hereby made the same as if completely set forth herein;

TRACT THREE:

All that certain tract or parcel of land lying and being situated in Gillespie County, Texas, containing 906.9 acres of land, more or less, composed of 113 acres, part of Survey No. 348, B. B. B. & C. R. R. Co., 80 acres, all of Survey No. 349, Augustus C. Daws, 320 acres, all of Survey No. 171, Waco Mfg. Co., 363.5 acres, all of survey No. 172,

Waco Mfg. Co., 22.7 acres, part of Survey No. 347, Augustus C. Daws, and 7.7 acres, part of Survey No. 322, Delores Irr. & Agr. Co., being the land described in the deed from E. G. Carr et ux to T. K. Carr, dated October 18, 1915, recorded in Volume 20 at pages 9 et seq. of the Deed Records of Gillespie County, Texas, and the deed from William Roeder, Jr., et ux et al to T. K. Carr, dated October 31, 1939, recorded in Volume 53 at pages 536 et seq. of the Deed Records of Gillespie County, Texas, less the land conveyed by T. K. Carr et ux to Wm. Roeder, Jr., by deed dated November 20, 1939, recorded in Volume 53 at pages 538 et seq. of the Deed Records of Gillespie County, Texas, to which deeds reference is hereby made for all purposes the same as if fully set forth herein:

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AND

All that certain tract or parcel of land lying and being situated in Gillespie County, Texas, containing 94.4 acres of land, more or less, part of Survey No. 901, H. & G. N. R. R. Co., and being the land conveyed to Tom K. Carr by Mary O. Perih et al by deed dated the 23rd day of October, 1929, recorded in Volume 40 at pages 475 et seq. of the Deed Records of Gillespie County, Texas, which deeds are hereby referred to and made a part hereof for all pertinent purposes.

SAVE AND EXCEPT, and there is hereby reserved and excepted from this conveyance that certain undivided one-thirty second (1/32nd) mineral interest heretofore reserved as to TRACT ONE described above, such reservation being made in deed from Ruby Friedrich to Harold Martin and wife, Adelle Martin, dated January 2, 1959, and recorded in Volume 77, Page 230, of the Deed Records of Gillespie County, Texas, to which deed and reservation reference is hereby made and the same incorporated herein the same as if fully set forth herein;

SAVE AND EXCEPT, and there is hereby reserved and retained unto Grantors, their heirs and assigns, from this conveyance an undivided one-sixteenth (1/16th) royalty interest, being one-half (1/2) of the landowner's usual one-eight (1/8th) royalty interest in and to all oil, gas, and other minerals in and under and that may be produced from all of the above described property conveyed herein. Said royalty interest shall be a non-participating royalty interest, it being understood that Grantors, their heirs and assigns, shall not participate in any bonus paid for any oil, gas, or mineral lease on said land or in any delay rentals paid on any such lease and it shall not be necessary for Grantors, their heirs and assigns, to join in any oil, gas, or mineral lease to be made on said land in the future, it being understood that Grantee herein, his heirs and assigns, may execute and deliver all future oil, gas or mineral leases on said land without the joinder of Grantors herein;

This conveyance is also made and accepted subject to the provisions of those certain conveyances from A. A. Friedrich and wife to the State of Texas, dated May 16, 1949, and June 24, 1949, respectively, recorded in Volume 65 at pages 613 et seq. of the Deed Records of Gillespie County, Texas, to which conveyances reference is hereby made and the same incorporated herein the same as if fully set forth herein;

This conveyance is also made and accepted subject to any and all easements, rights-of-way, dedications, restrictions, covenants and conditions affecting or existing on the above described property which are of record and/or existing upon the ground or exist by law.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Claude R. McClennahan, Jr., his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Claude R. McClennahan, Jr., his heirs and

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assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 29th day of December, A. D., 1969.

Harold Martin

Harold Martin

Adelle Martin

Adelle Martin

THE STATE OF TEXAS |
COUNTY OF KERR |

Before me, the undersigned authority, on this day personally appeared Harold Martin known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 29th day of December, A. D., 1969.

Pat Tinley

Notary Public, Kerr County, Texas

THE STATE OF TEXAS |
COUNTY OF KERR |

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

Given under my hand and seal of office, this the 29th day of December,

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A. D., 1969.



Notary Public, Kerr County, Texas

Filed for record in my office the 30th day of December A.D. 1969 at 8:00 o'clock A . M. and duly recorded the 30th day of December A.D. 1969 at 11:10 o'clock A . M. in Volume 97 , pages 128-132.

, Clk. Co. Ct., Gillespie County, Texas.

A. J. PAHL TO HAROLD PAHL, ET UX

RELEASE OF LIEN

VOL. 97 PAGE 132

The State of Texas,)

County of Gillespie.) KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the payment in full according to the face and tenor thereof, of one certain promissory note dated, September 24, 1955, in the principal sum of Seven Thousand One Hundred and no/100 ($7,100.00) DOLLARS, bearing interest at the rate of Five per cent (5%) per annum, payable to the order of A. J. Pahl in yearly installments of Five Hundred and no/100 ($500.00) DOLLARS for Four (4) years and the balance of Five Thousand One Hundred and no/100 ($5,100.00) DOLLARS, Five (5) years after date, described in a certain deed executed by Emma Tatsch, et al to Harold Pahl, etux dated the 24th day of September, 1955, and recorded in Vol. 74, on pages 41-43 of the records of Deeds, of Gillespie County, Texas.

I, A. J. Pahl, the owner and holder of said note, do hereby release the vendor's lien shown by said deed to exist upon the following described land, to secure payment of said note, viz.:

All that certain tract or parcel of land, lying and being situated in the County of Gillespie, Texas, a part of Sur. No. 182, originally granted to Joseph H. Moore, Abst. No. 448 and being 75.9 acres of land, more or less, more particularly described in deed from Emma Tatsch, et al to Harold Pahl, et ux, aforesaid, here referred to and made a

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TIERRA LINDA RANCH ESTATES TO CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC.

LINE NO. .....

EASEMENT NO. .....

NAME .....

RIGHT OF WAY EASEMENT

(Distribution)

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

VOL 124 PAGE 323

That the undersigned Tierra Linda Ranch Estates for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately 7 miles North (Show Direction Above) from the town of Kerrville, Texas; and bounded on the north by land owned by:

on the south by land owned by:

on the east by land owned by:

and on the west by land owned by:

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extend necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

JRestricted to EXHIBIT "A"

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 28th day of March, 19 78

Sealed and delivered in the presence of:

Date March 28, 1978

Jerrell A. Hood L. S.
Jerrell A. Hood, Vice-Pres.
Tierra Linda Ranch Co., Inc.

F555; 5-73; 2M; FPC

dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF GILLESPIE)

Before me, the undersigned authority, on this day personally appeared JERRELL A. HOOD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that HE executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 28 day of MARCH A.D. 19 78

NOTARY PUBLIC GILLESPIE COUNTY TEXAS

Notary Public in and for
GILLESPIE County, Texas

VOL 124 PAGE 324

EXHIBIT "A"

Granted unto Central Texas Electric Cooperative, Inc., a corporation whose post office address is Fredericksburg, Texas and its successors or assigns an easement ten feet wide on each side of all lot or tract lines and roadways, and easements for anchor-guy combinations wherever necessary to serve any new applications, with the authority to place, construct, operate, maintain, relocate, and replace thereon an electric transmission and/or distribution line or system, and to cut and trim trees and shrubbery necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

VOL 124 PAGE 324

Together with the right of ingress and egress over adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

Filed for record in my office the 4th. day of April A.D. 1978 at 11:37 o'clock A.M. and duly recorded the 6th. day of April A.D. 1978 at 3:08 o'clock P.M. in Volume 124, pages 323-324, Deed Records.

Doris Lange, Clk. Co. Ct., Gillespie County, Texas.

dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

2 PGS 20170125
CERTIF

MANAGEMENT CERTIFICATE

TIERRA LINDA RANCH HOMEOWNERS ASSOCIATION

Name of the subdivision: Tierra Linda Ranch Estates

Name of the association: Tierra Linda Ranch Homeowners Association

Recording data for the subdivision: Tierra Linda Ranch Estates described in plats thereof recorded in Vol. 1, Pages 1, 2, 9, 21, 26 and 33 of Plat Records of Gillespie County, Texas

Recording data for the declaration: Restrictions, Covenants and Conditions, recorded in Vol. 99, Page 912 of Deed Records of Gillespie County, Texas

Name and mailing address of the association: Tierra Linda Ranch Homeowners Association, 389 Oak Alley, Kerrville, TX, 78028

Name and mailing address of the person managing the association or the association's designated representative: Jimmy Creswell, President, Tierra Linda Ranch Homeowners Association, 389 Oak Alley, Kerrville, TX, 78028

Name and mailing address of the Office Manager: Ms. Tammy Haney, Tierra Linda Ranch Homeowners Association, 389 Oak Alley, Kerrville, TX, 78028. Phone: (830) 257-4154

Signed this 5th day of January 2017

Jimmy C. Creswell

President

State of Texas

County of Gillespie

Signed and acknowledged before me the undersigned Notary Public by Jimmy Creswell the President of Tierra Linda Ranch Homeowners' Association, on the 5th day of January 2017 as the act and deed of said corporation.

Tammy G. Haney

Notary Public in and for the State of Texas

Tammy G Haney

Notary's Printed Name

My Commission expires on: 1-23-17

TAMMY GAIL HANEY
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
01-23-2017

dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
January 10, 2017 01:09:38 PM
FEE: $20.00 CCHEESEMAN 20170125
CERTIF

dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

3 PGS 20120337
AF

ALTERNATIVE PAYMENT PLAN POLICIES AND PROCEDURES

Tierra Linda Ranch Homeowners Association

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. The Board of Directors takes very seriously its obligation under the By-Laws of the Tierra Linda Ranch HOA and the Texas Property Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the By-Laws and Texas Property Code (Sections: 209.0062- Alternative Payment Schedule for Certain Assessments; .0063-Prioity of Payments; .0064-Third Party Collections) the following are the Association's assessment in arrears collection practices and policies:

1. A member who has, in arrears, regular or special assessments or any other amount owed to the association may establish an alternate payment schedule for the amounts due. The following procedures must be followed to establish an alternative payment plan.
    a. The member will request in writing to the Board of Directors to establish an alternative payment plan.
    b. The alternative payment schedule will consist of three (3) equal payments over a three (3) month period. The Board may consider a repayment period of up to 12 months upon written request from a Member which documents extenuating circumstances that would support additional time. In addition to any amounts owed to the association at the time the plan is requested, the plan payments will include, as established by the Board, reasonable cost to administer the plan and monthly interest on unpaid amounts.
    c. The Board does not have to accept an alternative payment plan if the member failed to honor the terms of a previous payment plan during the two years following the member's default under the previous payment plan.
2. A payment received from a member under an alternative payment plan shall be applied to the member's debt in the following priority:
    a. Any delinquent assessment;
    b. Any current assessment;
    c. Any attorney's fees or third party collection costs incurred by the association associated solely with the assessments or any other charge that could provide the basis for foreclosure;
    d. Any attorney's fees incurred by the association that are not part of item c above.
    e. Any fines assessed by the association;
    f. Any other amount owed to the association;
    g. If the member defaults under a payment plan, concerning any payments subsequently received after such default:
        i. The association is not required to apply the payment in the order of priority sited above (a-f);
        ii. In applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

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3. If a member fails to pay regular or special assessments or any other amount owed to the association, the Board of Directors at its discretion, may forward the amount due to a debt collector.
    a. Before a debt is forwarded for collection the Board will notify the member in writing by certified mail, return receipt requested, that:
        i. specifies each delinquent amount and the total amount of the payment required to make the account current;
        ii. describes the options available to the member to make the account current, including the availability of a payment plan with the association;
        iii. Provides a period of at least 30 days for the member to cure the delinquency before further collection actions begin;
    b. A member is not liable for fees of a collection agent retained by the association if:
        i. The obligation for payment by the association to the collection agent for fees or costs is dependent or contingent on amounts recovered, or:
        ii. The payment between the association and a collection agent does not require payment by the association of all fees to a collection agent for the action undertaken by the collection agent.
    c. The agreement between the association and the collection agent will not prohibit the member from contacting the Board regarding member's delinquency.

4. The association may not sell or otherwise transfer any interest in the association's accounts receivables for a purpose other than as collateral for a loan.

The Alternative Payment Plan Policies and Procedures contained in this document have been approved by the Tierra Linda Homeowners Association Board of Directors.
Signed this 24 TH day of JANUARY, 2012

Norman Wells
President

State of Texas

County of Gillespie

Signed and acknowledged before me the undersigned Notary Public by Norman Wells, the President of Tierra Linda Ranch Homeowners' Association, on the 24 th day of January, 2012, as the act and deed of said corporation.

Tammy H. Haney

Notary Public in and for the State of Texas

Tammy G. Haney

Notary's Printed Name

My Commission expires on: 1-23-13

TAMMY GAIL HANEY
Notary Public, State of Texas
My Commission Expires
January 23, 2013

dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
January 26, 2012 09:20:37 AM
FEE: $19.00
AF

20120337

dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

2 PGS 20142438
NOT

Tierra Linda Ranch Homeowners Association

Schedule of Charges for Providing Copies of Public Information

Reference Texas Administrative Code, Title 1 Administration, Part 3 Office of the Attorney General, Chapter 70 Cost of Copies of Public Information, Rule 70.3 Charges for Providing Copies of Public Information, Rule 70.6 Format for Copies of Public Information, Rule 70.9 Examples of Charges for Copies of Public Information, Rule 70.10 The Attorney General Charge Schedule

1. COPY CHARGE
   A. Standard Paper Copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

   B. Nonstandard Copy. The charges are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
      a. Other electronic media --- actual cost (e.g. USB Flash Drives)
      b. Oversize paper copy--- $.50 per page or part of a page (e.g. 11 inches by 17 inches, not including maps and photographs using specialty paper)

2. LABOR CHARGE – $15 per hour. This labor charge includes the actual time to locate, compile, redact, manipulate data, and reproduce the requested information. (Note that no charge for labor will be billed in connection with complying with requests that are 50 or fewer pages, unless the documents to be copied are located in a remote storage facility. Also no charge will be made for time spent by an attorney, legal assistant, or any other person who reviews the requested information.)

3. OTHER CHARGES – Actual cost. This includes postal and shipping charges, and the actual cost of miscellaneous supplies, e.g. flash drives, labels, boxes, etc.

Doug Whinnery

Doug Whinnery, President
Tierra Linda Ranch Homeowners Association

Date June 19, 2014

NOTARY PUBLIC STATE OF TEXAS
TAMMY GAIL HANEY
My Commission Expires
January 23, 2017

Tammy G. Haney

dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
June 20, 2014 11:04:19 AM
FEE: $20.00
NOT

20142438

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4 PGS 20161300
AFF

TIERRA LINDA RANCH HOMEOWNERS' ASSOCIATION
BOOKS AND RECORDS PRODUCTION POLICY

STATE OF TEXAS

COUNTY OF GILLESPIE

WHEREAS, the Board of Directors is the governing entity for TIERRA LINDA RANCH HOMEOWNERS' ASSOCIATION, a subdivision in Gillespie County, Texas as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005, which requires the Association to adopt and record a policy regarding guidelines for production of Association Books and Records to owners; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.005, the Association hereby adopts the following Books and Records Production Policy:

I. Copies of Association Books and Records will be available to all Owners upon their proper request and at their own expense. A proper request:

a. is sent certified mail to the Association's address as reflected in its most recent management certificate; and

b. is from an Owner, or the Owner's agent, attorney, or certified public accountant; and

c. contains sufficient detail to identify the Books and Records being requested.

II. Owners may request to inspect the Books and Records OR may request copies of specific Books and Records

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-If the owner makes a request to *inspect* the Books and Records, then the Association will respond within 10 business days of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents requested during the inspection upon the owner paying the Association the cost thereof.

-If the owner makes a request for *copies of specific Books and Records*, the Association shall, within 10 business days of the owner's request, send a response letter advising on the date that the requested copies will be made available (must be available within 15 business days of the response letter) and the cost the owner must pay before the requested copies will be provided. Upon paying the cost of producing the requested copies, the Association shall provide the requested copies to the owner.

III. The Association hereby adopts the following schedule of costs:

COPIES	15 cents per page, for a regular 8.5" x 11" page or the current management fee rate
	50 cents per page, for pages 11" x 17" or greater
	Actual cost, for specialty paper (color, photograph, map, etc...)
	$1.00 for each CD or audio cassette and $3.00 for each DVD
LABOR	$15.00 per hour, actual time to locate, compile and reproduce the Books and Records. (Can only charge if request is greater than 50 pages in length)
OVERHEAD	20% of the total labor charge. (Can only charge if request is greater than 50 pages in length.
MATERIALS	actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records.
STORAGE RETRIEVAL	Actual costs of retrieval or records from archived record storage

IV. If the estimated cost provided to the Owner is more or less than the actual cost of producing documents, the Association shall, within 30 days after providing the records,

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submit to the owner either an invoice for additional amounts owed or a refund of the overages paid to the Owner

V. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information.

TIERRA LINDA RANCH HOMEOWNERS' ASSOCIATION

CERTIFICATION

"I, the undersigned, being the President of TIERRA LINDA RANCH HOMEOWNERS' ASSOCIATION, certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 10 day of 3 2016"

By: Donald B Davis, President

Print name: DONALD B. DAVIS

ACKNOWLEDGEMENT

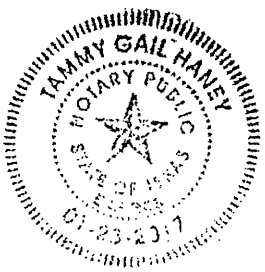
STATE OF TEXAS

COUNTY OF GILLESPIE

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 10 day of March, 2016

Tammy G. Haney
Notary Public, State of Texas



dotloop signature verification: dtlp.us/0gz9-NIij-JTQG

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
March 10, 2016 10:10:19 AM
FEE: $28.00 CCHEESEMAN 20161300
AFF