AMENDMENTS
TO
DECLARATION OF RESTRICTIVE COVENANTS
AND
BYLAWS
OF THE
WILLOW CREEK ESTATES POA
ADOPTED JANUARY 13, 2024

At a duly called meeting of the Owners and Members of the Willow Creek Estates POA, the following amendments to the Declaration of Restrictive Covenants and Bylaws of the Willow Creek Estates were approved and adopted by the required vote of the Owners and Members. All capitalized terms used herein without definition shall have the identical meanings ascribed thereto in that certain Declaration of Restrictive Covenants of the Willow Creek Estates, dated April 5, 2017, executed by Denarius Ventures, LLC and Controlled Air Space, LC (the "Declaration") and Bylaws of the Willow Creek Estates.

AMENDMENTS TO DECLARATION

Article II, Section 1-

Section 1. Approval of Plans; Construction Timeline; Construction Sequence; Line of Sight.

Section 1.1 Approval of Plans. No building, fence, wall, structure, Improvement, or obstruction shall be placed or permitted to remain upon any part of said properties unless a complete construction request has been submitted and approved by the Architectural Control Committee (ACC). Construction requests should at a minimum include the following: contractor prepared floor plans, exterior rendering or illustrations, construction location(s) on the Lot with distances from lot lines or other property borders, color scheme, and construction timeline. Requests not in compliance with the below covenants will automatically be returned to the Owner for revision and resubmission. The decision to approve and disapprove proposed plans rests entirely with the Architectural Control Committee In the event that the Architectural Control Committee disapproves any proposal as provided hereinabove, the Architectural Control Committee may suggest those changes which will permit approval. The Architectural Control Committee may base refusal of approval of such plans and specifications upon any reasonable ground, including purely aesthetic considerations, which, in the reasonable discretion of the Architectural Control Committee shall seem sufficient, but consistent with this Declaration.

Section 1.2 Construction Timeline. All construction timelines, regardless of whether it is for the main residence or an Improvement, will be held to an 18-month maximum "completion of

project" time limit, subject to reasonable extension based on mitigating circumstances. Completion of project for the main residence/house will be defined by the date the Gillespie County tax office deems the house a residence for tax purposes. Any other Improvement requiring a construction or building permit will be deemed complete as determined by the appropriate "completion of project" filing with the appropriate Gillespie County government office. In the event a construction project is unable to adhere to the submitted and approved timeline, a request for extension may be submitted to the ACC for review and approval/denial. If a construction timeline is interrupted intentionally due to Owner sale of the property, the new Owner will be held to the original 18-month timeline as submitted by the previous Owner with the option to request an extension due to sale transition delays, and other reasonable factors. Residences may not be temporarily or permanently occupied until the exteriors thereof have been completed and only then in compliance with applicable laws. During any construction activities, the Owner (or builder if initial construction of Residences) shall require the contractor and subcontractors to maintain the building site in a reasonably clean and uncluttered condition. Within one month after the completion of any construction, all debris, waste material, excess material and equipment shall be removed. Weather permitting, within one month after completion of a Residence, the driveway and any parking areas shall be finished as specified in the plan submission and the Lot shall be landscaped in accordance with the Landscaping section of these covenants. Proper erosion prevention methods must be used to avoid erosion on and across Lots at all times, both during construction and after construction has been completed.

Section 1.3 Construction Sequence. In an effort to maintain some level of neighborhood appearance cohesion, and because a Lot's main residence appearance sets the "theme" for said Lot, in accordance with "Section 1. Approval of Plans", Owners are required to submit licensed contractor or architect prepared building plans with the ACC for approval/denial prior to commencement of any construction. In no instance will any construction request for any Improvement be approved that will without prior or contemporaneous approval of the plans for the construction of the Lot's main residence. Requests for construction may be submitted concurrently with main residences request, but the main residence must be constructed as the, or one of the, first structures on any Lot. The foregoing shall not apply to Improvements intended to provide utilities to the Lot, such as well construction, electricity and gas, which subject to approval of the ACC, may be made at any time.

Section 1.4 Line of Sight. Owners may submit Improvement requests to the ACC that do not conform to the requirements and parameters set forth in this Declaration provided that the Improvement cannot be seen from the Subdivision's Common Areas, Slate Rock Road and its associated easements, or by any adjacent Lot Owner. All Owners will make every effort to reasonably screen from the view of adjacent Lots and streets by appropriate landscaping or fencing, any Improvements or vehicles that are not in compliance with the construction and vehicle storage requirements outlined in this Declaration, but that have received ACC approval.

The Architectural Control Committee may base refusal of the request for approval of any Improvement or vehicle related request as they relate to aesthetic considerations as can be seen from any ground-level vantage point on Slate Rock Road and associated easements and Common Areas. The requirements of this section will not apply to elements installed on the Lot that are required for utilities, such as wells, rainwater collection tanks, electric pedestals and boxes, and propane or other gas tanks, provided the same are made of the material, and have the design, as are customarily used in Gillespie County, Texas.

Article II, Section 3 (Garages)-

Section 3. Garages. All houses shall have an enclosed garage, which holds no less than two cars. All floor area requirements in Section 2 above shall be exclusive of the required garage area. Garages can be attached to the main residence, connected by a breezeway/walkway, or be in close enough proximity to the main residence (no more than 50' between structures) but in all cases will match the construction standards and appearance theme of the main residence as well as be constructed of good quality materials.

Article II, Section 4 (Exterior Appearance)-

Section 4. Exterior Appearance. The main residence and any guest house, casita, or other structure that is intended to be used primarily as a living space shall have brick, stone, or stucco on the front exposure. As a minimum, brick, stone or stucco shall be used either on full-height columns on the sides of the garage or full wainscot on the front of the house including on both sides of the garage with front corners wrapped a minimum of two feet (2'). In an effort to maintain the aforementioned neighborhood appearance cohesiveness, in no instance will metal buildings or metal "barndominiums" be approved for construction as a main or secondary living space. Likewise, no requests for vinyl siding on the main residence or secondary house will be approved by the ACC. It is encouraged that at least one of the following be included on the front elevation: decorative wood applications such as columns, corbels, crown and dentil molding and porches, boxed or returned soffits. Other features might include windows with rounded tops, bay windows, or pop-out box windows if they are incorporated into the roofline. The plans for each home will be reviewed individually for overall appearance of elevation when the plans are submitted to the Architectural Control Committee.

Article II, Section 5 (Roofs)-

Section 5. Roofs. Broken rooflines, gables, hip roofs, etc., are strongly encouraged. Roofs must be of at least 6 in 12 pitch, and shingles must at a minimum be an architectural relief shingle with a P-25-year minimum warranty. Metal roofs or a combination of metal and shingles are also authorized as an alternative to shingled roof designs. No gravel roofs will be allowed. Roofs

must be approved by the Architectural Control Committee and will be held to the same color requirements as the main residence.

Article II, Section 6 (Colors)-

Section 6. Colors. Exterior colors of earth tones or grays shall be required for the body of the ~~house~~ main residence and any outbuildings or structures. Bright or bold colors or very dark colors shall not be allowed. Approval of exterior colors must be obtained from the Architectural Control Committee.

Article II, Section 7 (Landscaping)-

Section 7. Landscaping.

Section 7.1 General Landscaping and Maintenance. Each Owner will use its best efforts to complete the landscaping of the yard adjacent to all structures within nine (9) months following completion of the structure, and must be approved in advance by the Architectural Control Committee. Owners that opt for "zeroscaping" (dirt or gravel with random plants) or "xeriscaping" (indigenous grasses and foliage) are required to keep their Lots free of undergrowth, garbage, trash, debris and litter. It shall be the responsibility of every Owner of every Lot be maintained and kept in a state of good repair, including trimming of grass, weeds and other vegetation. All Owners shall also be required to ensure that their landscaping plan has at least a 100-foot fire barrier for every structure on their Lot; provided that this will not apply to any existing indigenous vegetation, such as trees, which Lot owners will not be required to remove or alter to comply with the fire barrier requirement herein, or otherwise. Further, it shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of buildings or grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area.

Section 7.2 Outside Lighting. Outside illumination of any Residence shall be by conventional residential lighting techniques. No neon or flashing lights shall be permitted nor shall colored lights be permitted other than as displayed in conjunction with a recognized religious or national holiday. The foregoing notwithstanding, no lighting shall be of such a character or intensity or so located as to interfere with another Owner's use or quiet enjoyment of the Property.

Article II, Section 8 (Vehicle Storage)-

Section 8. Vehicle Storage. Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment, or junk cars or other unsightly vehicles, and like items, shall not be allowed on any part of said properties nor on public ways adjacent thereto excepting only within the

confines of an enclosed garage or other approved enclosure, and no portion of same may project beyond the enclosed area. Owners may submit a request to store any vehicle out of the "line of sight", as described above, from any vantage point on Slate Rock Road and providing the vehicle is reasonably screened from the view of adjacent Lots and streets by appropriate landscaping or fencing. Parking of automobiles or other vehicles on any part of the properties or on public ways adjacent thereto shall be prohibited except within garages, carports, or other approved areas. Any variance to allow a deviation to these vehicle storage requirements must be approved in writing by the ACC and all surrounding neighbors. The Architectural Control Committee shall be the sole and exclusive judges of approved parking areas.

Article II, Section 9 (Grazing Lease, Animals and Fences)-

Each Lot Owner (i) whose Lot has a functioning water well, and (ii) who has completed construction of a residence on Lot Owner's Lot (as determined by the completed construction tax records of Gillespie County), shall, within ninety (90) days thereof install and reasonably maintain a fabricated open water tank, trough or tub (in addition to any inground "tank" or pond that does not, itself, have a constant water reserve from Lot Owner's well or other consistent water source), that has a consistently available water reserve for unimpeded access and use by the animals that the Association has permitted in the Subdivision for the purposes of maintaining the designation of the Subdivision as "agricultural land" for property tax purposes. Such tank, trough or tub shall (A) be located in an area on Lot Owner's Lot that is open and accessible by such animals to and from the Subdivision (including the Common Areas), and (B) have at least a one hundred (100) gallon capacity. In the event that a Lot Owner shall fence in the perimeter of Lot Owner's Lot, as discussed above, then such Lot Owner shall be exempt from the requirements of this paragraph for so long as such fence shall be erected and maintained. Furthermore, each Lot Owner agrees to self-report, via email, to the Lot Owners or the Board (or any member thereof), at the last known email therefor, (1) when initial compliance with this section has been completed, and (2) if there is future maintenance needed to maintain compliance with this section, the estimated time needed for such future maintenance, and the date on which such future maintenance is completed.

Article II, Section 10 (Antennae and Satellite Dishes)-

Section 10 Antennae and Satellite Dishes; Swimming Pools.

Section 10.1 Antennae and Satellite Dishes. Installation of radio and/or television antennae or satellite dishes is prohibited outside of a building, in the line of sight as discussed above, and without written consent from the Architectural Control Committee. Regular local antennae must be in the garage attic. A satellite dish is allowed on the back of the home or side of the home under the eaves. The Architectural Control Committee may approve a satellite dish to be installed at other locations if screened from street view. Notwithstanding the foregoing, satellite

internet dishes and antennae are permitted to be place within the line of site of necessary in order to acquire the necessary signals.

Section 10.2 Swimming Pools. No Owner shall be allowed to erect or maintain an "above-ground" swimming pool on any Lot. An "above ground" summing pool means those that are installed above ground level, instead of being buried or semi-buried, with the external part of the pool basin structure being completely visible. An in-ground swimming pool may be constructed and maintained on a Lot provided that the following conditions are met: (i) the design, excavation and building plans are first approved by the Architectural Control Committee; (ii) any mechanical equipment used to operate and maintain the swimming pool shall be reasonably screened from the view of adjacent Lots and streets by appropriate landscaping or fencing; (iii) the swimming pool is located in the yard behind the Residence; (iv) the pool is fenced if and to the extent required by applicable laws, and (v) the Owner complies with all applicable applicable laws in the construction and use of the pool. An in-ground pool may be partially above ground if constructed as a permanent structure. For example, if a Lot has a sloping elevation, an in-ground pool may be constructed with part of the pool basin exposed as is necessary to level the pool given the sloping elevation. The ACC shall use reasonable judgment in determining what constitutes an "above ground" pool to the extent not clearly ascertainable by the provisions of this section.

Article II, Section 24 (Exemption from Declarant)-

Section 24. Intentionally Deleted. ~~**Exemption from Declarant.** Nothing contained herein shall limit the right of Declarant to subdivide or re-subdivide any portion of the Property to grant license to reserve right-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Lot in the Property remains unsold. Such right shall include, buy shall not be limited to, erecting, construction and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of the Declarant's business of completing the work and disposing of the same by sales, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any structures owned by Declarant on the Property as model home complexes or real estate sales or leasing offices. The rights of Declarant hereunder may be assigned by Declarant to any successor in the interest in connection with Declarant's interest in any portion of the Property, by an express written assignment recorded in the Official Public Records, Gillespie County, Texas.~~

AMENDMENT TO BYLAWS

Section 1, Item 11-

11. *Action without Meeting.* Any action that may be taken at a Members meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of Members as would be necessary to take that action at a meeting. For the purposes hereof, an electronic signature, signature on a facsimile, PDF or JPEG (or similar electronic format), or an affirmative statement within the body of an email of the individual Member's affirmative vote with respect to such action, shall be deemed to constitute such Member's signature approving such action, and shall be sufficient to constitute such Member's written consent thereto.