

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

- 1. NAME OF SUBDIVISION: **Barker Ranch**
- 2. NAME OF ASSOCIATION: **Barker Ranch at Shady Hollow Homeowners Association, Inc**
- 3. RECORDING DATA FOR SUBDIVISION: **Document No. 2005016365, Plat Records Travis County, Texas**
- 4. RECORDING DATA FOR ASSOCIATION DECLARATION:

NAME OF INSTRUMENT: **BARKER RANCH AT SHADY HOLLOW DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

RECORDING INFORMATION: On or about **January 31, 2005** Real Property Records of **Travis County, Texas**, together with any other filings of records (if any).

- 5. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:

**Alliance Association Management  
115 Wild Basin Road Suite 308  
Austin, Texas 78746**

**Phone: (512) 328-6300**

- 6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:

**All parties are to be advised of all pertinent fees that will need to be paid in order to obtain Resale information these include resale processing fees, transfer fees and any other HOA fees that may be dictated in the governing documents. Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of the Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.**

SIGNED this 22 day of October, 2013.

**Barker Ranch at Shady Hollow Homeowners Association, Inc**



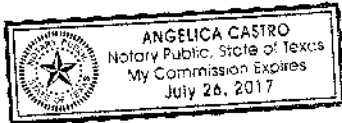
TRV 2013221489  
1 PG

By: [Signature]  
Duly Authorized Agent

Rody Timmons  
Print Name

STATE OF TEXAS  
COUNTY OF Travis

This instrument was acknowledged before me on October 23, 2013, by Rody Timmons, duly authorized agent for **Barker Ranch at Shady Hollow Homeowners Association, Inc** on behalf of said association.



[Signature]  
Notary Public, State of Texas

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

[Signature]

Dec 13, 2013 08:40 AM 2013221489

GONZALES: \$25.00

Dana DeBeauvoir, County Clerk  
Travis County TEXAS

AFTER RECORDING RETURN TO:  
Alliance Association Management  
Attn: Rosalinda Hernandez  
115 Wild Basin Road Suite 308  
Austin, Texas 78746



## Office of the Secretary of State

### CERTIFICATE OF INCORPORATION OF

Barker Ranch at Shady Hollow Homeowners Association, Inc.  
Filing Number: 800028369

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/16/2001

Effective: 11/16/2001



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor  
Assistant Secretary of State

**COPY**

ARTICLES OF INCORPORATION

FILED  
In the Office of the  
Secretary of State of Texas

NOV 16 2001

OF

BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, <sup>Corporations Section</sup>  
INC

The undersigned natural person of the age of eighteen years or more, acting as sole incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Article of Incorporation of such corporation

ARTICLE I.

The name of the corporation is Barker Ranch at Shady Hollow Homeowners Association, Inc.

ARTICLE II.

The corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV

The corporation is organized and shall be operated to act as agent for the property owners of certain real property located in Travis County, Texas, which property is being developed as the subdivision known as "Barker Ranch at Shady Hollow Subdivision" (the "Property"). The corporation is specifically organized to provide homeowner association supervision and operation of the Property and to own, maintain, repair and improve any common areas (as defined in any declaration of restrictive covenants affecting the Property from time to time), and to promote health, safety, and welfare of the residents of Barker Ranch at Shady Hollow Subdivision. The corporation shall be operated exclusively for such purposes, and no part of the corporation's property,

whether income or principal, shall inure to the benefit of, or be disputable to, its members, directors, officers or employees, or any person having a personal or private interest in the activities of the corporation, nor shall any of said person receive or be entitled to receive any payment from the corporation except reasonable compensation for personal services actually rendered in carrying out the corporation's purposes, as set forth in this Article IV. The corporation is organized for nonprofit purposes. Nothing contained in these Articles shall be construed to authorize the corporation to carry on any activity for the profit of its members.

#### ARTICLE V.

The street address of the initial registered office of the corporation is 4501 Spicewood Springs, Suite 1010, Austin, Texas 78759, and the name of its initial registered agent at such address is James Giddens.

#### ARTICLE VI.

The direction and management of the affairs of the corporation and the control and disposition of its properties and funds shall be vested in a Board of Directors composed of such number of persons as the bylaws may fix. Until changed by the bylaws the original number of directors shall be three (3). The directors shall continue to serve until their successors are selected in the manner provided in the bylaws of the corporation. The names and residences of the persons who shall serve as directors of the corporation until their successors are duly elected and qualified are as follows:

| <u>Name</u>   | <u>Address</u>  |
|---------------|---|
| James Giddens | 4501 Spicewood Springs, Suite 1010, Austin, Texas 78759 |

James Dorney

4501 Spicewood Springs, Suite  
1010, Austin, Texas 78759

Cindy Dietz

4501 Spicewood Springs, Suite  
1010, Austin, Texas 78759

#### ARTICLE VII.

The corporation shall have members. The membership of the corporation shall be determined as provided in the bylaws, and such bylaws shall define the voting rights, powers and privileges of the members.

#### ARTICLE VIII.

No member of the corporation shall have the right of cumulative voting at any election of directors or upon any other matter.

#### ARTICLE IX.

The initial bylaws of the corporation shall be adopted by its Board of Directors. The power to alter, amend or repeal the bylaws or to adopt new bylaws shall be vested in the members, but such power may be delegated by the members to the Board of Directors.

#### ARTICLE X.

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the corporation's assets exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c)(3) of the Code or as described in Section 170 (c)(1) or (2) of the Code or the corresponding provisions of any

future United States Internal Revenue Law, as the Board of Directors shall determine. Any such assets not so disposed of shall be charged with a charitable public trust and shall be thereafter administered and applied to public charitable purposes by a trustee or trustees to be appointed pursuant to law by a court of competent jurisdiction.

#### ARTICLE XI.

No director shall be liable to the corporation or its members for monetary damages for an act or omission in the director's capacity as director, except that this Article does not eliminate or limit the liability of a director to the extent the director is found liable for:

- (1) a breach of the director's duty of loyalty to the corporation;
- (2) a breach of the director's duty of loyalty to the corporation,
- (3) an act or omission not in good faith that constitutes a breach of duty of the director to the corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (4) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or
- (5) an act or omission for which the liability of the director is expressly provided by an applicable statute.

Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the liability of a director of the corporation existing at the time of such repeal or modification.

ARTICLE XII.

The name and street address of the sole incorporator is:


Name

Address

James Giddens

4501 Spicewood Springs Suite  
1010, Austin, Texas 78759

EXECUTED BY THE UNDERSIGNED INCORPORATOR on this 14 day of  
November, 2001

  
\_\_\_\_\_  
James Giddens, Incorporator

BY-LAWS

OF

BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.

These By-Laws govern the affairs of Barker Ranch at Shady Hollow Homeowners Association, Inc., a nonprofit corporation organized under the Texas Non-Profit Corporation Act (referred to as the "Act").

ARTICLE I

Offices and Agent

SECTION 1: The registered office of the corporation required by the Texas Business Corporation Act to be maintained in the State of Texas may be, but need not be, identical with the principal office in the State of Texas, as designated by the Board of Directors. The address of the registered office may be changed from time to time by the Board of Directors. The registered agent of the corporation may be changed from time to time by the Board of Directors.

SECTION 2: The address of the initial registered office of the Corporation shall be 4501 Spicewood Springs Road, Suite 1010, Austin, Texas 78759.

SECTION 3 The principal office for the transaction of the business of the corporation is located at:

4501 Spicewood Springs Road, Suite 1010  
Austin, Texas 78759

The Board of Directors has full power and authority to change the principal office from one location to another by noting the changed address and the effective date below:

---

Dated: \_\_\_\_\_



---

Dated: \_\_\_\_\_

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Dated: \_\_\_\_\_

SECTION 4. The corporation may also have offices at such other places, within or without the State of Texas, where the corporation is qualified to do business, as the Board of Directors may from time to time designate, or the business of the corporation may require.

## ARTICLE II

### Meetings of Members

SECTION 1. Annual Meeting. Beginning in 2002, the Board of Directors shall hold an annual meeting of the members at 10.00 o'clock a.m. on the 15th day of October each year or at another time that the Board of Directors designates. If the day fixed for the annual meeting is a Saturday, Sunday, or legal holiday in the State of Texas, the meeting shall be held on the next business day. At the annual meeting, the members shall elect directors and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

SECTION 2. Special Meetings. Special meetings of the members may be called by the president, the Board of Directors, or not less than 25% of the voting members.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of meeting, the meeting shall be held at the registered office of the corporation in Texas.

SECTION 4. Notice of Meetings. Subject to the provisions of Section 2.11B of the Texas Non-Profit Corporation Act, written or printed notice of any meeting of members, not including the annual meeting, shall be delivered to each member entitled to vote at the

meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting. If the corporation has more than 1,000 members at the time the meeting is scheduled or called, notice may be given by publication in any newspaper of general circulation in Austin, Texas. The notice shall state the place, day, and time of the meeting, who called the meetings, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the president or secretary of the corporation, or the officers or persons calling the meeting. If all of the members meet and consent to the holding of a meeting, any corporate action may be taken at the meeting regardless of a lack of proper notice.

SECTION 5. Quorum. Except as may be otherwise provided in Section 2.12B of the Texas Non-Profit Corporation Act, the members holding 1/10 of the votes that may be cast at a meeting who attend the meeting in person or by proxy shall constitute a quorum at that meeting. The members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of members required constitute a quorum. If a quorum is present at no time during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

SECTION 6. Actions of Membership. The membership shall try to act by consensus. However, the vote of a majority of voting members in good standing, present and entitled vote at a meeting at which a quorum is present, shall be sufficient to constitute the act of the membership unless the vote of a greater number is required by law or the By-Laws. A member in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. Voting shall be by ballot or voice, except that any election of directors shall be by ballot if demanded by any voting member at the meeting before the voting begins.

SECTION 7. Proxies. A member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 8. Voting. Each member shall be entitled to vote on each matter submitted to a vote at a meeting of members. The number of votes entitled to be cast by each member shall be as set forth in the Declaration, as it may be amended from time to time. A member may vote either in person, or unless the Articles of Incorporation otherwise provide, by proxy executed in writing by the member or by his or her

duly authorized attorney-in-fact. Where Directors or officers are to be elected by members, such elections may be conducted by mail.

SECTION 9 Voting by Mail. The Board of Directors may authorize members to vote by mail on the election of directors and officers or on any other matter that may be voted on by the members.

SECTION 10. Informal Action by Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

SECTION 11 Attendance by Telephone. Subject to the provisions of the Texas Non-Profit Corporation Act and these Bylaws concerning notice of meetings and unless otherwise restricted by the Articles of Incorporation or these Bylaws, members may participate in and hold a meeting of such members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

### ARTICLE III

#### Board of Directors

SECTION 1. General Power The business and affairs of the corporation shall be managed by its Board of Directors except as the Board of Directors shall delegate the power to so manage to the Executive Committee or other committee.

SECTION 2. Number, Tenure and Qualifications. The initial Board of Directors named in the Articles of Incorporation shall serve in their capacity as directors until the first annual meeting of the shareholders of the corporation. Beginning with the first annual meeting of the shareholders, the number of directors composing the Board of Directors shall be THREE (3). Upon resolution of the Board of Directors, the number of directors may be increased or decreased, but no decrease shall have the effect of shortening the term of any incumbent director. Each director shall hold office until the next annual meeting of shareholders, unless earlier removed in accordance with the Articles of Incorporation, By-Laws, or law, and until his successor shall have been elected and qualified. A director need not be a resident of the State of Texas or a shareholder of the corporation.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held, without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of the shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Texas, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meeting. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice Notice of any special meeting shall be given at least two (2) days previous thereto by a written notice delivered personally or mailed to each director at his business address or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because that meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of any regular or special meeting of the Board of Directors, need be specified in the notice or waiver of notice of such meeting.

SECTION 6. Quorum. A majority of the number of directors fixed in accordance with Section 2 of this Article II shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but, if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7 Manner of Acting.

(a) Actions at a Meeting Except as provided in Paragraph (b) of this Section, and except as provided in Section 12 of this Article, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

(b) Actions Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or the Executive Committee, or any other committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors, Executive Committee, or other committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

SECTION 8 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A vacancy shall be deemed to exist by reason of the death, resignation, failure, or refusal to act by the person elected, or upon the failure of shareholders to elect directors to fill the unexpired term of directors removed in accordance with the provisions of Section 9 of this Article.

SECTION 9. Removal. At any meeting of the members called expressly for that purpose at which a quorum is present, any Director or the entire Board of Directors may be removed either for or without cause.

SECTION 10. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director, provided, however, that the amount of any compensation paid to a Director shall be reasonable and shall be only as permitted by the Texas Non-Profit Corporation Act and these Bylaws. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving reasonable compensation thereof; provided, however, that any compensation received by a Director for services to the Corporation that is determined in whole or in part to be unreasonable by the Internal Revenue Service shall be reimbursed by such Director to the Corporation, and each Director, by virtue of becoming a Director, agrees to execute and deliver to the Corporation any and all documents reasonably requested by the Corporation in order to provide for such reimbursement.

SECTION 11. Presumption of Assent A director of the corporation who is present at a meeting of the Board of Directors in which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the

minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 12. Executive and other Committees The Board of Directors, by resolution adopted by a majority of the Directors in office, may from time to time designate one or more committees, including an Executive Committee, which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. Each such committee shall consist of two (2) or more persons, a majority of whom are Directors; the remainder need not be Directors. Any non-Director who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Director who is a member thereof. A majority of all the members of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have the power at any time to change the number and members of such committee, to fill vacancies and to discharge any such committee. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the President thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors.

#### ARTICLE IV

##### Officers

SECTION 1. Number. The officers of the corporation shall be a president, one or more vice presidents, secretary and treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary, may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except for the president and secretary.

SECTION 2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and

shall have been qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. Chairman of the Board. The Chairman of the Board, if one is elected, shall preside at all meetings of the Board of Directors and shall have such other powers and duties as may from time to time be prescribed by the Board of Directors, upon written directions given him pursuant to resolutions duly adopted by the Board of Directors.

SECTION 6. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He may sign, with the Secretary or any other proper officers of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, any deeds, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. He shall further have the authority to appoint and remove, employ and discharge, and prescribe the duties and fix the compensation of all agents, employees and clerks of the corporation, other than the duly appointed officers, subject to the approval of the Board of Directors, and control all of the officers, agents and employees of the corporation, subject to the direction of the Board of Directors.

SECTION-7. Vice Presidents. As may be deemed necessary and as may be elected by the Board of Directors, the Vice-President, if such office is held, shall have the following duties and responsibilities. In the absence of the President or in the event of his death, inability

or refusal to act, the Vice President (or should there be more than one vice president, the vice presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for shares of the corporation, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors

SECTION 8. Secretary. The Secretary shall (a) keep the minutes of the shareholders' and the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws, or as required by law; (c) be custodian of the corporate records and of the seal of the corporation, and see that the seal of the corporation is affixed to all documents, the execution of which, on behalf of the corporation under its seal, is duly authorized; (d) keep a register of the post office address of each shareholder, which shall be furnished to the Secretary by such shareholder; (e) sign with the President or a Vice President certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general, perform all duties incident to the office of the Secretary, and such other duties as from time to time may be designated to him by the President or by the Board of Directors.

SECTION 9. Treasurer. The Treasurer shall have the following duties and responsibilities. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum, and with such surety or sureties, as the Board of Directors shall determine. He shall (a) have charge and custody of, and be responsible for, all funds and securities of the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 10. Compensation; Restrictions on Loans and Dividends. The Corporation may pay compensation in a reasonable amount of its Directors, officers and other agents for services rendered, but only as permitted by the Texas Non-Profit Corporation Act and these Bylaws. The salaries and other compensation of all officers and agents of the Corporation shall be fixed by the Board of Directors. Any compensation paid to any officer of the Corporation in the form of salary,



commission, bonus or otherwise that is determined in whole or in part to be unreasonable by the Internal Revenue Service shall be reimbursed by such officer to the Corporation, and each officer, by virtue of becoming an officer, agrees to execute and deliver to the Corporation any and all documents reasonably requested by the Corporation in order to provide for such reimbursement. No dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors or officers. No loan shall be made by the Corporation to its Directors, officers or employees.

SECTION 11. Bond. If required by the Board of Directors, the Treasurer shall give the Corporation a bond of such type, character and amount as the Board of Directors may require.

## ARTICLE V

### Committees

SECTION 1. Establishment of Committees. The Board of Directors may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include two or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the President its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the By-Laws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- (a) Amend the Articles of Incorporation.
- (b) Adopt a plan of merger or a plan of consolidation with another corporation.
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the corporation.
- (d) Authorize the voluntary dissolution of the corporation.

- (e) Revoke proceedings for the voluntary dissolution of the corporation.
- (f) Adopt a plan for the distribution of the assets of the corporation.
- (g) Amend, alter or repeal the bylaws
- (h) Elect, appoint, or remove a member of a committee or a director or officer of the corporation.
- (i) Approve any transaction to which the corporation is a party and that involves a potential conflict of interest as defined below.
- (j) Take any action outside the scope of authority delegated to it by the Board of Directors.
- (k) Take final action on a matter that requires the approval of the members.

SECTION 2. Authorization of Specific Committees. There shall be the following committees. Membership, Nominating, and Program Committees. The Board of Directors shall define the activities and scope of authority of each committee by resolution.

SECTION 3 Term of Office. Each member of a committee shall continue to serve on the committee until the next annual meeting of the members of the corporation and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

SECTION 4. Chair and Vice-Chair. One member of each committee shall be designated as the chair of the committee and another member of each committee shall be designated as the vice-chair. The chair and vice-chair shall be appointed by the President of the corporation. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

SECTION 5. Notice of Meetings. Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than five nor more than thirty days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.

SECTION 6. Quorum One-half of the number of members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is present at no time during the meeting, the chair may adjourn and reconvene the meeting one time without further notice.

SECTION 7. Actions of Committees Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or by bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

SECTION 8 Proxies A committee member may vote by proxy executed in writing by the committee member. No proxy shall be valid after eleven months from the date of its execution.

SECTION 9. Compensation. Committee members may receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to committee members of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the corporation in any other capacity and receive compensation for those services. Any compensation that the corporation pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

SECTION 10. Rules. Each committee may adopt rules for its own operation not inconsistent with the bylaws of with rules adopted by the Board of Directors.

## ARTICLE VI

## Transactions of the Corporation

SECTION 1. Contracts. The Board of Directors may authorize any officer or agent of the corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

SECTION 2. Deposits. All funds of the corporation shall be deposited to the credit of the corporation in banks, trust companies, or other depositories that the Board of Directors selects.

SECTION 3. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the corporation's federal and state tax status.

SECTION 4. Conveyance of Land. The Corporation may convey land by deed, with or without the seal of Corporation, signed by the President or any Vice-President or attorney-in-fact of the Corporation when authorized by appropriate resolution of the Board of Directors or Members.

SECTION 5. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate

SECTION 6. Potential Conflicts of Interest. The corporation shall not make any loan to a director or officer of the corporation. A member, director, officer, or committee member of the corporation may lend money to and otherwise transact business with the corporation except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the corporation has the same rights and obligations relating to those matters as other persons transacting business with the corporation. The corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the corporation. The corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the corporation without full disclosure of all relevant facts and without the approval

of the Board of Directors or the members, not including the vote of any person having a personal interest in the transaction.

SECTION 7. Prohibited Acts. As long as the corporation is in existence, and except with the prior approval of the Board of Directors or the members, no member, director, officer, or committee member of the corporation shall:

- (a) Do any act in violation of the bylaws or a binding obligation of the corporation.
- (b) Do any act with the intention of harming the corporation or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the corporation.
- (d) Receive an improper personal benefit from the operation of the corporation
- (e) Use the assets of this corporation, directly or indirectly, for any purpose other than carrying on the business of this corporation.
- (f) Wrongfully transfer or dispose of corporation property, including intangible property such as good will.
- (g) Use the name of the corporation (or any substantially similar name) or any trademark or trade name adopted by the corporation, except on behalf of the corporation in the ordinary course of the corporation's business.
- (h) Disclose any of the corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

#### ARTICLE VII

## Books and Records

SECTION 1. Required Books and Records. The corporation shall keep correct and complete books and records of account. The corporation's books and records shall include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the corporation, including, but not limited to, the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
- (b) A copy of the bylaws, and any amended versions or amendments to the bylaws.
- (c) Minutes of the proceedings of the members, Board of Directors, and committees having any of the authority of the Board of Directors
- (d) A list of the names and addresses of the members, directors, officers, and any committee members of the corporation.
- (e) A financial statement showing the assets, liabilities, and net worth of the corporation at the end of the three most recent fiscal years
- (f) A financial statement showing the income and expenses of the corporation for the three most recent fiscal years.
- (g) All rulings, letters, and other documents relating to the corporation's federal, state, and local tax status.
- (h) The corporation's federal, state, and local information or income tax returns for each of the corporation's three most recent tax years.

SECTION 2. Inspection and Copying. Any member, director, officer, or committee member of the corporation may inspect and receive

copies of all books and records of the corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's interest in the corporation and if the person submits a request in writing. Any person entitled to inspect and copy the corporation's books and records may do so through his or her attorney or other duly authorized representative.

A person entitled to inspect the corporation's books and records may do so at a reasonable time no later than ten working days after the corporation's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the corporation's books and records by members. The corporation shall provide requested copies of books or records no later than ten working days after the corporation's receipt of a proper written request.

SECTION 3. Audits. Any member shall have the right to have an audit conducted of the corporation's books. The member requesting the audit shall bear the expense of the audit unless the members vote to authorize payment of audit expenses. The member requesting the audit may select the accounting firm to conduct the audit. A member may not exercise these rights to compel audits so as to subject the corporation to an audit more than once in any fiscal year.

#### ARTICLE VIII

##### Fiscal Year

The Board of Directors shall, by resolution, fix the fiscal year of the corporation.

#### ARTICLE IX

##### Waiver of Notice

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

#### ARTICLE X

## Procedure

Meetings of the members and of the Board of Directors shall be conducted in accordance with the procedure as contained in Robert's Rules of Order, to the extent applicable.

## ARTICLE XI

### Indemnification of and Insurance Covering Directors, Officers and Other Persons

SECTION 1. Power to Indemnify and to Purchase Indemnity Insurance. To the maximum extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act (without regard, however, to Section Q, of such Article), the Corporation shall indemnify any person who is or was a director or officer of the Corporation against any and all judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by such person in connection with a proceeding (as defined in Article 1396-2.22A) because of that person's service or status as a director or officer. Further, the Corporation shall pay or reimburse reasonable expenses incurred by a director or officer who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by Article 1396-2.22A; provided, however, that payment or reimbursement of expenses pursuant to the procedures set out in Section K of Article 1396-2.22A may be conditioned upon a showing, satisfactory to the Board of Directors in its sole discretion, of the financial ability of the officer or director in question to make the repayment referred to in such Section. Further, the Corporation may indemnify, and may reimburse or advance expenses to or purchase and maintain insurance or any other arrangement on behalf of, any person who is or was a director, officer, employee or agent to the Corporation, or who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, in connection with any liability asserted against such person because of such service or status, to such further extent, consistent with Article 1396-2.22A and other applicable law, as the Board of Directors may from time to time determine. The provisions of this section shall not be deemed exclusive of any other rights to which any such person may be entitled under any bylaw, agreement, insurance policy, or otherwise. No amendment, modification or repeal of this section shall in any manner terminate, reduce or impair the right of any person to be indemnified by the Corporation in accordance with the provisions of the section as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matter occurring prior to



such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE XII

Participation of Directors  
and Officers in Related Business

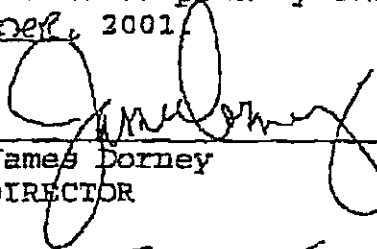
Officers and directors of this corporation may hold positions as officers and directors of other corporations, in related businesses, and their efforts to advance the interest of those corporations will not create a breach of fiduciary capacity to this corporation in the absence of showing of bad faith.


ARTICLE XIV

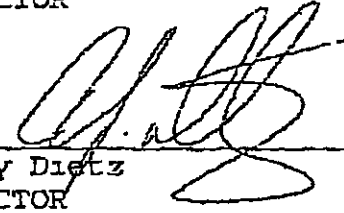
Amendments

The initial By-Laws shall be adopted by the Board of Directors of the corporation. The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors

The foregoing By-Laws were adopted by the Board of Directors on the 14 day of November, 2001.

  
\_\_\_\_\_  
James Dorney  
DIRECTOR

  
\_\_\_\_\_  
James Giddens  
DIRECTOR

  
\_\_\_\_\_  
Cindy Dietz  
DIRECTOR



DEC 12 2008

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS  
IN LIEU OF MEETING  
BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Article 1396.10 of the Texas Non-Profit Corporation Act and Article III, Section 7(b) of the By-laws of Barker Ranch at Shady Hollow Homeowners Association, Inc. (the "Association"), any action required or permitted to be taken at a meeting of the Board of Directors (the "Board") may be taken without a meeting, if consent in writing, setting forth the action so taken, is signed by all members of the Board. Such consent shall have the same force and effect as a unanimous vote at a meeting. By-laws, Art. III, § 7(b). Accordingly, pursuant to such statutory authority, as well as that provided by the By-laws of the Association (the "By-laws"), the undersigned, being all the members of the Board hereby unanimously consent to the adoption of the following resolutions:

WHEREAS, the By-laws of the Association were duly amended and ratified in 2007 to read as follows:

Number, Tenure and Qualifications. The number of Directors composing the Board of Directors shall be five (5). Upon resolution of the Board of Directors, the number of directors may be increased or decreased, but no decrease shall have the effect of shortening the term of any incumbent director. A director shall serve until his successor shall have been elected and qualified unless otherwise removed. A director must be a resident and homeowner of property within the subdivision commonly known as Barker Ranch at Shady Hollow. A director shall be considered removed should he no longer reside within Barker Ranch, or cause to be removed in accordance to the Articles of Incorporation, By-Laws, law, or until he shall resign or until death. An officer of the Board may not hold more than one position on the board, but may chair and/or serve on a committee. Beginning at the 2007 annual meeting of shareholders, the five directors shall hold office with staggered terms, implemented as follows: In 2007, directors 1 and 3 shall be elected to one-year terms, and directors 2, 4 and 5 shall be elected to two-year terms. In 2008, directors 1 and 3 shall be elected to two-year terms. After the 2007 election, all directors shall be elected to two-year terms and hold office until the second annual meeting of shareholders after their election, unless earlier removed in accordance with the Articles of Incorporation, By-Laws, or law, and until his successor shall have been elected and qualified. If the Board of Directors increases the number of directors holding office, the terms of office for such directors shall be staggered by the Board as evenly as possible in accordance with the above scheme.

The By-laws, Art. III, § 2; and

WHEREAS, at the annual meeting of the members of the Association, held on October 25, 2007, pursuant to By-laws, Article III, Section 1, the following Directors were elected by the membership to serve in the stated positions and terms on the Association's Board: Gary Gemar (position 1, being a one year term ending in 2008), Matt Bowers (position 2, being a two year term ending in 2009), Kevin Cooper (position 3, being a one year term ending in 2008), Scott Stacher (position 4, being a two year term ending in 2009), and Adolphus Wells (position 5, being a two year term ending in 2009); and

WHEREAS, on February 21, 2008, Director Matthew Bowers, serving in position 2, being a two year term ending in 2009, tendered to Board President Gary Gemar his resignation from the Board via email, stating that it would be effective upon its receipt; and

WHEREAS, the Board accepted Bowers' resignation, creating a vacancy at the Director position 2, as that term is described in the following Article III, Section 8 of By-laws:

Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A vacancy shall be deemed to exist by reason of the death, resignation, failure, or refusal to act by the person elected, or upon the failure of shareholders to elect directors to fill the unexpired term of directors removed in accordance with the provisions of Section 9 of this Article.

The By-Laws, Art. III., § 8; and

WHEREAS, at the Board meeting held on March 27, 2008, Sherri Dugan was elected to Matt Bowers' vacant two-year term, position 2, pursuant to Article III, Section 8 of By-laws; and

WHEREAS, for reasons of experience and continuity, the Board desires that Kevin Cooper serve out the term of position 2, a two-year term to expire at the annual meeting scheduled for October 2009, rather than position 3, a one year term to expire at the annual meeting scheduled for October 2008.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby memorializes and accepts the contemporaneous resignations of Directors Sherri Dugan, serving in position 2, being a two-year term ending in 2009, and Kevin Cooper, serving in position 3, being a one-year term ending in 2008, both resignations been tendered on the effective date of this resolution; and

BE IT RESOLVED, that the Board hereby elects, pursuant to Article III, Section 8 of By-laws, Sherri Dugan to fill the vacancy in position 3, being a one-year term ending at the annual meeting scheduled for October 2008; and

BE IT RESOLVED, that the Board hereby elects, pursuant to Article III, Section 8 of By-laws, Kevin Cooper to fill the vacancy in position 2, being a two-year term ending at the annual meeting scheduled for October 2009.

IN WITNESS WHEREOF, this Unanimous Written Consent of Directors in Lieu of Meeting of the Board of Directors is executed to be effective as of September 29, 2008, and shall continue in effect until revoked by Resolution of the Board of Directors.

Date: 9-19-08

Gary Gemar  
Gary Gemar, Director  
Printed Name: Gary Gemar

Date: 9-25-08

Scott Stacher  
Scott Stacher, Director  
Printed Name: Scott Stacher

Date: 9-29-08

Adolphus Wells  
Adolphus Wells, Director  
Printed Name: Adolphus Wells

STATE OF TEXAS §  
COUNTY OF TRAVIS §

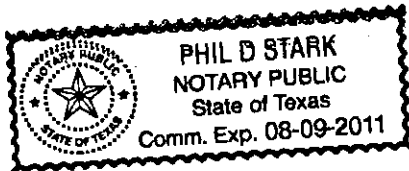
This WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS is acknowledged before me on September 19, 2008, by Gary Gemar, Member of the Board of Directors for Barker Ranch at Shady Hollow Homeowners Association, Inc.



Michelle M. Britton  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TRAVIS §

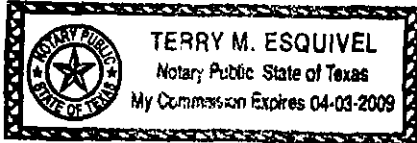
This WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS is acknowledged before me on September 25th, 2008, by Scott Stacher, Member of the Board of Directors for Barker Ranch at Shady Hollow Homeowners Association, Inc.



Phil D. Stark  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS is acknowledged before me on September 29, 2008; by Adolphus Wells, Member of the Board of Directors for Barker Ranch at Shady Hollow Homeowners Association, Inc.



*Terry M. Esquivel*  
Notary Public, State of Texas

Return:

Alliance  
115 Wild Basin Rd #308  
Austin TX 78740

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2008 Nov 26 09:24 AM 2008191414

FERGUSONLL \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

BARKER RANCH  
AT SHADY HOLLOW

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

BARKER RANCH AT SHADY HOLLOW  
 DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS

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BARKER RANCH AT SHADY HOLLOW  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

WITNESSETH

WHEREAS, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. , a Texas limited partnership (hereinafter called "Declarant"), is the owner of BARKER RANCH AT SHADY HOLLOW SUBDIVISION, located in Travis County, Texas, more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Property"),

WHEREAS, The Property is located in such location, together with the geological and other natural features of the Property, that result in great diversity, natural beauty and uniqueness, which require environmental sensitivity in the development and use of the Property,

WHEREAS, the purpose of this instrument is to preserve so far as possible the natural beauty of the Property and the panoramic views from the property, to avoid harsh contrasts between structures and landscape, to guard against the erection of poorly designed or proportioned structures and the use of unsuitable materials, to encourage and secure the erection of attractive improvements which are harmonious with their sites and in general, to enhance the environmental quality and economic value of the Property, and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, and, in furtherance thereof, Declarant hereby adopts and establishes the following declaration of covenants, conditions and restrictions to apply uniformly to ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of the Property

NOW, THEREFORE, it is hereby declared that all of the Property shall be owned, encumbered, leased, used, occupied, enjoyed, and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having the right, title or interest in or to the property or any part thereof, their heirs, administrators, legal representatives, successors and assigns, and shall inure to the benefit of the owner thereof

ARTICLE 1  
DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases when used in this declaration shall have the meanings hereinafter specified:

1.1 Additional Property. Any land contiguous to the Property which it may become desirable to annex into this Declaration

1.2 Annexation. "Annexation" shall mean the process by which additional parcels of land are made subject hereto pursuant to Section 6.4 hereof

1.3 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration as provided in Article 3 hereof

1.4 Articles. "Articles" shall mean the Articles of Incorporation of the Association, which have been filed in the office of the Secretary of State of the State of Texas, as the Articles may from time to time be amended

1.5 Assessment(s). "Assessment(s)" shall mean assessment(s) levied by the Association and includes both regular and special assessment(s) as provided in Article 5 hereof.

1.6 Association. "Association" shall mean Barker Ranch at Shady Hollow Homeowners Association, Inc., a Texas non-profit corporation.

1.7 Beneficiary. "Beneficiary" shall mean a mortgagee or a beneficiary under a deed of trust.

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

1.9 Building. "Building" shall mean a structure, including a residence, having a roof supported by columns or walls for the shelter, support or enclosure of persons or property.

1.10 Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, as the Bylaws may be amended from time to time

1.11 Common Area. "Common Area" shall mean (i) Lots in the Subdivision which may be designated as such by Declarant in an amendment or amendments hereto, (ii) all joint use access easements shown on the recorded plats of the Subdivision

1.12 Declarant. "Declarant" shall mean Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and its duly authorized representatives and successors or assigns; provided, however, any assignment of the rights of Declarant must be expressly set forth in a written instrument recorded in the Official Public Records of Travis County, Texas. The mere conveyance of a portion of the Property without such a written,

recorded assignment of the rights of the Declarant shall not be sufficient to constitute an assignment of the rights of the Declarant hereunder.

1.13 Declaration. "Declaration" shall mean this instrument, as this instrument may from time to time be amended or supplemented.

1.14 Greenbelt Lots. Lots 22 and 23, Block A, Lots 27 and 28, Block B, and Lot 27, Block F, are hereby designated "Greenbelt Lots" These Lots may not be used for residential development and are limited to a total of 4,000 square feet of impervious cover for utilities, access drives, mail box enclosures and recreational uses; and are restricted against construction on slopes in accordance with Sections 25-8-301 and 25-8-302 of the Land Development Code

1.15 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to Buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, playscapes, treehouses, swing sets, fences, screening walls, retaining walls, stairs, steps, porches, mailboxes, walkways, driveways, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, exterior lighting fixtures and equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, aerials, satellite dishes, wind generators, solar collectors, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, and other utilities

1.16 Lot(s). "Lot" or "Lots" shall mean the lot or lots of land within the Property as established on the plat for the Subdivision

1.17 Manager. "Manager" shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers, and functions of the Association as provided in Section 4.5(c) hereof

1.18 Member. "Member" shall mean any person or entity who is a member of the Association.

1.19 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the property, including and Lot or Lots, voluntarily given by an owner to secure the payment of a debt.

1.20 Owner(s). "Owner(s)" shall mean any person or entity, including the Declarant, holding record legal title to a fee simple interest in any portion of the Property, including any Lot or Lots, but shall not include any beneficiary whose sole interest in the Property or a portion thereof is derived from a Mortgage

1.21 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction, alteration or removal of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials including roofing materials, site plans, excavation plans, grading plans, foundation plans, drainage plans, landscaping plans, fencing plans, screening plans, elevation drawings,

floor plans, exterior lighting plans, specifications on all building products, and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to such construction in alteration or removal

1.22 Subdivision "Subdivision" shall collectively mean BARKER RANCH AT SHADY HOLLOW, a subdivision in Travis County, Texas, more particularly described on Exhibit "A" attached hereto and made a part hereof. Declarant shall amend this Declaration to include reference to the final plat of the Subdivision within the definition of Subdivision and Property upon recordation of the final plat.

1.23 Supplemental Declaration "Supplemental Declaration" shall mean the instrument by which the annexation of additional parcels of land shall be included in the Property covered by this Declaration.

## ARTICLE 2 RESTRICTIONS

Except for the Common Area and the Greenbelt Lots, all of the Property shall be owned, encumbered, leased, used, occupied, enjoyed, and conveyed subject to the following limitations and restrictions

### 1.1 Residential Use, Construction, Alteration or Removal of Improvements

(a) All lots shall be improved and used solely for single family residential use and accessory uses, including, without limitation, a garage, fencing and such other improvements as are necessary or customarily incident to residential use. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever may be conducted or carried on in any portion of the Property or in any improvement thereon. Notwithstanding the foregoing, Owners may work from home provided that there is no storage of inventory for sale, retail business conducted, or client and/or visitor meetings incidental to business conducted in any Building. No improvement constructed on a Lot may be used as an apartment house, flat, lodging house or hotel, but such improvements may be leased for single-family residential purposes for a minimum term of six (6) months.

(b) No improvement may be constructed, altered or removed upon or for any of the Property without the prior written approval of the Architectural Committee. Any action, other than normal maintenance, which in any way alters the exterior appearance of any improvement, including, without limitation, its color, or which involves the removal of any Improvement or the alteration of the landscaping on a Lot, shall be performed only with the prior approval of the Architectural Committee.

(c) No Improvement shall be allowed on any Lot that is of such size or Architectural design or that involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with the residential development in the Subdivision and the surrounding area.

2.2 Building Height. No Improvement greater than thirty-five feet (35') in Height may be constructed on any Lot. For purposes of this Section 2.2, Height means the vertical distance from the "foyer" or "entry level floor" of a Building to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable on a pitched or hipped roof, or if none of the preceding, then to the highest point of the Improvement.

2.3 Building Materials; Natural Building Materials Required for Certain Lots; Residence Size, Mailboxes.

(a) All single family residences shall be of recognized standard construction quality, and all first floor exterior walls shall be constructed of at least one hundred percent (100%) masonry (exclusive of areas above the roof line, recessed porches, eaves, soffits, windows, gables and trim work) or other material specifically approved in writing by the

Architectural Committee. Second floor exterior walls, being walls above eight feet (8') from the top of the slab (where applicable) shall total no less than fifty percent (50%) masonry (exclusive of areas above the roof line, recessed porches, eaves, soffits, windows, gables and trim work) or other material specifically approved in writing by the Architectural Committee. Roofing materials must be of high grade and quality and consistent with the exterior design, color and appearance of other Improvements within the Property. At a minimum, 20-year guaranteed roofing material shall be required. All windows shall contain clear or slightly tinted, non-reflective glass.

(b) Each single-family residence constructed on the Property shall contain not less than two thousand (2,000) square feet of enclosed living space, exclusive of porches and patios (open or covered), decks and garages. The first floor of any two-story residence shall contain at least one thousand five hundred (1,500) square feet of total living area. The second story floor area, inclusive of interior open space to the first floor, of the residence shall not exceed seventy-five percent (75%) of the enclosed first floor area of the residence (heated or air conditioned), including garages, but excluding covered outdoor spaces and decks.

(c) If a collective mailbox arrangement is not utilized for all of the Subdivision, any housing for individual mailboxes constructed in front of a residence shall be architecturally integrated with the residence, which such mailbox is to serve and shall be of similar construction and form to such residence.

2.4 Governmental Requirements. All improvements and construction shall comply with all applicable governmental laws, ordinances and regulations.

2.5 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the Owner convey the whole thereof without the prior written approval of the Architectural Committee, provided, however that when Declarant is the Owner thereof Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole all without the approval of the Architectural Committee.

2.6 Signs. Except for the permanent entrance sign for the Subdivision, no sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee, except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising portions of the Property for sale or lease and it may set standards for the same.

2.7 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and all such containers shall at all times be kept within an enclosed structure or appropriately screened from view of all adjacent property and public and private rights-of-way, provided, however, garbage containers shall be permitted to be placed outside of enclosed structures and may be removed from screened areas a maximum of two (2) times each week, for no longer than twelve (12) hours each time, for garbage collection.

2.8 Noise; Nuisances No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or its occupants. No noxious or offensive activity shall be conducted on any portion of the Property. The Board, in its sole discretion, shall determine whether an action or activity constitutes a violation of this Section 2.8.

2.9 Condition and Repair of Improvements and Landscaping All Improvements upon the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. All windows in any Improvement on the Property shall have draperies, blinds or shutters installed by the resident or Owner thereof. Within sixty (60) days of completion of construction on any Lot, all landscaping on such Lot shown on the Plans and Specifications for the Improvements on such Lot shall be completed and shall at all times thereafter be kept in neat and well groomed condition and appearance, with all trees, shrubs and plantings properly pruned, yards regularly mowed, edged and raked and all areas kept free of trash, debris, weeds and overgrowth. Each Owner shall keep all trees, shrubs, grass, and plantings in such Owner's Lot or Lots free of disease and insects consistent with good horticultural practice. Without limiting the generality of the foregoing each Owner shall promptly treat oak trees on their Lots that show symptoms of oak wilt or other life-threatening diseases in a manner consistent with good horticultural practice. - The Board, in its sole discretion, shall determine whether the provisions of this Section 2.9 have been satisfied.

2.10 Hazardous Activities; Fertilizers, Pesticides and Herbicides

(a) No activities shall be conducted or allowed to exist on any portion of the Property and no Improvements shall be constructed on the Property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, activities that are expressly prohibited include (1) mining, quarrying, drilling, boring, or exploring for removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, (2) the use or discharge of firecrackers or other fireworks within the Property, (3) the use or storage of gasoline, oil or any similar type of flammable liquids in other than closed tanks with capacities of five (5) gallons or less within an enclosed structure or permanently screened from view, provided, however, only such liquids and gases as are customarily used for residential purposes shall be allowed on the Property, (4) any activities which may be offensive or hazardous by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire, or explosion, (5) hunting, trapping and the discharge of firearms including air rifles and pistols, (6) open fires in other than a contained barbecue unit for cooking purposes, while attended and in use, or within a safe and well designed interior or exterior fireplace, (7) the use of bows and arrows, crossbows, slingshots, darts or other projectile devices, or (8) the discharge or leakage of any type of hazardous or toxic chemical or material, such as oil, fertilizers, pesticides or herbicides, provided, however, only such materials as are customarily used for residential purposes shall be allowed on the Property.

(b) No fertilizers, pesticides or herbicides other than those generally available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended shall be placed, used or stored on any Lot. All Owners using any such



materials shall strictly comply with all instructions provided with such materials and shall take proper precautions placing, using and storing such materials so that such materials are contained at all times and do not result in the unnecessary discharge thereof into any water table or onto any other Lot.

## 2.11 Vehicles, Unsightly Articles; Temporary Structures

(a) Passenger vehicles, boats on trailers, motorcycles and scooters owned or used by an Owner shall not be parked or left on any portion of the Property other than such Owner's garage or driveway for longer than twelve (12) hours at a time. No mobile homes, boats, busses, trucks (other than passenger vehicle trucks), boat trailers, graders, tractors or wagons shall be parked or placed on any Lot at any time; provided, however, construction equipment may be left on a Lot during construction on such Lot, but shall be removed as soon as such equipment is no longer needed in such construction. No travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private rights-of-way for longer than forty-eight (48) hours at a time.

(b) No junk vehicles or equipment, spare vehicle or equipment parts or other article deemed to be unsightly by the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private rights-of-way. All garden maintenance equipment shall be kept at all times, except when in actual use in an enclosed structure or screened from view of adjoining property and public and private rights-of-way. No recreational equipment, including but not limited to swing sets, playscapes, skate boards, bicycles, skate board or bicycle ramps, basketball hoops and nets or badminton nets, shall be permitted in the front yard of any residence on the Property. Gardens shall be permitted for household use only and shall not be permitted in the front yards of residences. No repair or maintenance work shall be done on any garden maintenance equipment or on any vehicle (other than minor emergency repairs) except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household materials shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view.

(c) No tent, shack, barn or other temporary Improvement shall be placed upon any portion of the Property; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior written approval of the Architectural Committee, such approval to include the nature, size, duration and location of such structure. Notwithstanding the foregoing, storage sheds are allowed, provided that the walls be less than eight feet (8') high, the roof of such storage shed be of the same material as that of the single family residence located on the Lot on which such storage shed is constructed, and that the storage shed be painted in the same color scheme as the single family residence.

2.12 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. Only the keeping of ordinary

household pets such as dogs and cats, not to exceed two (2) each in number, is allowed, however, no breeding, raising, or boarding of such pets is permitted on any Lot. No pit bull terriers or other dangerous breed of dogs as determined by the Board in its sole discretion may be kept on any Lot for any period of time. All pets permitted by this Declaration to be kept on a Lot shall at all times be properly vaccinated and cared for. No poultry or livestock of any kind may be kept on any Lot for any period of time. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose, and Owners having pets shall keep their Lot and all other Lots free of offensive or unsanitary accumulations of waste from their pet.

2.13 Fences. Chain link and other open mesh, wire type fences may not be constructed or maintained on any Lot. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property. No fences may be constructed which will interfere with the water drainage within any drainage easements shown on the recorded plats of the Subdivision.

2.14 Carports Garages. No carports shall be erected or permitted to remain on any Lot. Each residence constructed on a Lot shall have attached to it an enclosed garage that shall be large enough to accommodate at least two (2) full size passenger automobiles. All garage doors shall be kept in the closed position when the Owner or occupant of the Lot is not using the garage for ingress and egress.

2.15 Underground Utility Lines. No utility lines or wires, including, but not limited to, wires or other devices for the communication or transmission of telephone, electric current or power or cable television, shall be erected, placed or maintained on or upon any Lot unless the same shall be contained in conduit or cables that are installed and maintained underground or that are concealed in, under or on Buildings, provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utility lines and wires shall be included in the Plans and Specifications for all Improvements.

2.16 Exterior Lighting. All exterior lighting on any Improvement must be approved by the Architectural Committee; provided, however, Christmas and other holiday lights shall be permitted without prior approval during the month of December each year, but must be removed by January 15 of the next year. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or occupant of any Lot. The Board in its sole discretion shall determine whether the provisions of this Section 2.16 have been satisfied.

2.17 Landscaping. All front yards shall be fully sodded with grass.

2 18 General Restrictions.

(a) All Buildings constructed on the Property shall be built in place on the Lot.

(b) There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and the prior written approval of Architectural Committee is obtained

(c) All Building foundations on slopes of fifteen percent (15%) or greater or on full placed upon such slopes shall utilize design and construction practices certified by a registered professional engineer qualified to practice in such field and such design shall be delivered to the Architectural Committee with the Plans and Specifications.

(d) Once commenced, construction shall be diligently pursued to completion so that no construction is left in a partially completed condition any longer than reasonably necessary. All construction materials and debris shall promptly be cleared from each Lot upon completion of construction thereon

2 19 Exclusions and Special Restrictions

(a) The Common Area and Greenbelt Lots shall be completely exempt from all of the restrictions set forth in this Article 2.

(b) Lots 25 through 36 (inclusive), Block B of the Subdivision shall have a minimum setback of thirty five (35) feet from the rear property line of such Lot for any Building, including storage sheds

ARTICLE 3  
ARCHITECTURAL COMMITTEE

3.1 Membership and Duties of Architectural Committee.

(a) The Architectural Committee shall be composed of not more than three (3) persons. The following persons are hereby designated as the initial members of the Architectural Committee: James Giddens, Brian Saathoff, and Galen Whisnand.

(b) The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board. The Architectural Committee shall review Plans and Specifications submitted for its review and such other information as it may require relating to the question of whether any proposed Improvement would unreasonably obstruct the view from other portions of the Property. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth herein and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for inspecting any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval of any Improvement as to structural safety, engineering soundness or conformance with any building or other codes.

3.2 Term. Each member of the Architectural Committee shall hold office for two (2) calendar years or until such time as he has resigned or has been removed and his successor has been appointed.

3.3 Declarant's Rights of Appointment. Declarant, its successors and assigns, shall have the right to appoint and remove all members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Committee.

3.4 Review of Construction, Alteration or Removal of Improvements

(a) Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, materials, construction samples and other information which it considers, in its sole discretion, to be relevant. Prior to commencement of any construction, alteration or removal of any Improvement on any Lot, the Plans and Specifications therefore shall be submitted to the Architectural Committee, and construction, alteration or removal thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. All such construction, alteration or removal shall conform to the approved Plans and Specifications.

(b) An Owner, other than Declarant, proposing to construct, alter or remove an Improvement on any Lot, shall submit an application to the Architectural Committee together with two (2) sets of the Plans and Specifications for such construction, alteration or removal and

the application fee described herein below. Within thirty (30) days after receipt by the Architectural Committee of such Plans and Specifications, it shall act on the Plans and Specifications as follows :

(i) The Architectural Committee may request in writing that the Owner submit to it such additional materials, construction samples and information that the Architectural Committee considers relevant in reviewing the Plans and Specifications for compliance with this Declaration. Until receipt by the Architectural Committee of all information requested by it, it may postpone review of such Plans and Specifications. Upon receipt of all such information requested by it, the Architectural Committee shall act upon such Plans and Specifications within thirty (30) days. The written request of the Architectural Committee for additional information shall be binding upon the Architectural Committee as a complete list of such information if the additional information is received by it within sixty (60) days of its request. The Architectural Committee may request the additional information described above herein at any time it receives revised Plans and Specifications; provided, however, such request shall be limited to the additional or revised items therein and not to items previously reviewed by the Architectural Committee unless such items are affected by such revision.

(ii) If the Architectural Committee approves such Plans and Specifications, it shall mark both sets of the Plans and Specifications "Approved" with the date thereof, and retain one set for its records and return one set to the Owner. The Owner must commence construction of the Improvements shown in approved Plans and Specifications within ninety (90) days of the Architectural Committee's approval thereof or such approval shall lapse. Upon written request of an Owner, the Architectural Committee shall grant up to two (2) thirty (30) day extensions of such approval.

(iii) If the Architectural Committee disapproves such Plans and Specifications, it shall mark both sets of the Plans and Specifications "Disapproved" with the date thereof, and retain one set for its records and return one set to the Owner, with a written statement of all of the items that were found not to comply with the Declaration. Thereafter, the Owner shall submit to the Architectural Committee two (2) revised sets of Plans and Specifications, with notations thereon sufficient to identify the revised portions, and the Architectural Committee shall act on such revised Plans and Specifications within thirty (30) days after receipt by it of such revised Plans and Specifications. The written statement on non-complying items shall be binding upon the Architectural Committee as a complete list of such items if revised Plans and Specifications with changes conforming to such statement are received by it within sixty (60) days of the date of such statement. The Architectural Committee may disapprove revised Plans and Specifications submitted to it according to the provisions hereof, provided, however, the Architectural Committee shall only disapprove the

revised Plans and Specifications based on the revised or additional items therein and not based on items previously reviewed by the Architectural Committee

(iv) If the Architectural Committee fails to act on any Plans and Specifications submitted to it within thirty (30) days after receipt by the Architectural Committee of all information requested by it in connection with such Plans and Specifications, approval of the matters submitted to it shall be presumed

(c) The Board shall establish and may thereafter amend from time to time an application fee that shall be paid in cash by each Owner at the time of submittal of any application and Plans and Specifications to the Architectural Committee. Such fee may be in different amounts based upon the activity proposed in such application. Such fee shall not exceed the reasonable costs and expenses of the Board and the Architectural Committee for the processing and review of Plans and Specifications.

3.5 Actions of the Architectural Committee The Architectural Committee may, by resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In absence of such designation, the vote of a majority of all of the members of the Architectural Committee taken at a meeting shall constitute an act of the Architectural Committee. In the event that the members of the Architectural Committee cannot agree by majority vote on any matter submitted to them, the matter may be raised at any meeting of the Members of the Association and decided by a majority of those present, provided that a quorum is present.

3.6 No Waiver of Future Approvals The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different Owner.

3.7 Waiver The Architectural Committee may grant such waivers of any of the restrictions contained in this Declaration as it considers appropriate based upon the quality and design of a proposed Improvement, provided, however, it shall not grant a waiver of the restrictions contained in Sections 2.1, 2.2, 2.5, and 2.10 hereof.

3.8 Nonconforming or Unapproved Improvements The Architectural Committee at its option may inspect all work in progress to ensure compliance with approved Plans and Specifications. The Architectural Committee may require any Owner to restore such Owner's Lot to the condition existing prior to construction, alteration or removal of any Improvement thereon, including, without limitation, the demolition and removal of any unapproved or nonconforming Improvement, if such Improvement was constructed or altered in violation of this Article 3. In addition, the Architectural Committee may, but has no obligation to, cause such restoration, demolition, and removal of any such Improvement, and levy the amount of the

cost thereof as a special individual assessment against the Lot upon which such unapproved or nonconforming Improvement was constructed or altered.

3.9 Nonliability of Architectural Committee and Board Members Notwithstanding anything to the contrary in this Declaration, neither the Architectural Committee nor the members thereof, nor the Board nor the members thereof, shall be liable to any Owner or any other third party due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

3.10 Address Plans and Specifications shall be submitted to the Architectural Committee in care of Lennar Homes of Texas Land and Construction, 4501 Spicewood Springs Road, Suite 1010, Austin, Texas 78759, Attention Architectural Committee, or such other address as may be designated from time to time in writing by the Architectural Committee

ARTICLE 4  
BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.

4.1 Organization The Association is a non-profit corporation created by Declarant or the purposes, and charged with the duties and vested with the powers, prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall on any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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

4.3 Voting Rights The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows.

(a) The Owner (excluding Declarant) of each Lot shall have one (1) vote for each Lot so owned.

(b) Declarant shall have ten (10) votes for each Lot owned by Declarant.

4.4 Duties of the Association. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties

(a) To accept conveyance of title to the Common Area and Greenbelt Lots from the Declarant.

(b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Common Area, the Greenbelt Lots and any other property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(c) To obtain and maintain in effect policies of insurance which, in the Board's judgment, are reasonably necessary or appropriate to carry out the Association functions.

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

(e) To keep books and records of the Association's affairs.



(f) To maintain, repair, replace, clean, inspect and protect the Common Area and the Greenbelt Lots including all water quality control equipment, private streets and joint use access easements as depicted on the recorded plats of the Subdivision, and private Subdivision security gates, landscaping, lighting, signage and other improvements located therein or thereon.

(g) To maintain, repair, replace and protect the entrance sign to the Subdivision

(h) To pay all utilities provided to the Common Area and/or the entrance to the Subdivision.

(i) To carry out and enforce all duties of the Association set forth in this Declaration

(j) To pay all expenses incurred by the Architectural Committee and/or the Association

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

(a) To levy Assessments as provided in Article 5 below

(b) To enter at any time in an emergency, or in a non-emergency after forty-eight (48) hours written notice, without being liable to any Owner, upon any Lot or into any Improvement thereon, for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot or Improvement and maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be secured immediately by a lien upon the Lot entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 5 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration, provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant its agents contractors, successors or assigns

(c) To retain and pay for the services of a Manager to manage and operate the Association, to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any duties, powers and functions to the Manager. The Members hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(d) To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(e) To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of this Declaration.

(f) To enter into contracts with Declarant and with other persons on such terms and provisions as the Board shall determine, and to acquire and own, and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

4.6 Power to Indemnify and to Purchase Indemnity Insurance The Association shall indemnify and may reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person who is or was a director or officer of the Association against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person to the maximum extent permitted by Article 1396 §2.22A of the Texas Non-Profit Corporation Act, as such Act may from time to time be amended (without regard, however, to Section Q of such Article with respect to officers of the Association who are not directors of the Association.) Further, the Association may indemnify and/or reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person, other than any person who is Director of the Association, who is or was an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or, in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of this Section 4.6 shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of Members or otherwise.

ARTICLE 5  
ASSESSMENTS

5.1 Assessments.

(a) The Association may from time to time levy Assessments against each Lot, whether or not such Lot is improved. The amount of Assessments shall be equal and uniform among all Lots; provided, however, that no Assessments shall ever be levied hereunder against any Lot owned by Declarant or any Common Area or Greenbelt Lot.

(b) Where an Owner's obligation to pay Assessments first arises after the commencement of the year or other period for which an Assessment was levied, such Assessment shall be in a prorated amount proportionate to the fraction of the year or other period remaining after said date.

(c) Each purchaser of any Lot, by acceptance of a deed therefore, shall be deemed to covenant to pay to the Association each Assessment levied hereunder against such Lot, whether or not such covenant shall be expressed in any such deed or other conveyance. Each unpaid Assessment together with interest thereon and costs and expenses of collection thereof, including, without limitation, reasonable attorneys' fees, as hereinafter provided, shall be the personal obligation and debt of the Owner of the Lot against which the Assessment was levied.

(d) The obligation to pay Assessments levied by the Association hereunder is part of the purchase price of each Lot when sold to an Owner. An express vendor's lien is hereby retained to secure the payment of each and every Assessment levied hereunder, and each such vendor's lien to be superior and paramount to any homestead or other exemption provided by law. The Association may enforce the payment of Assessments in accordance with the provisions of this Article 5.

(e) The Assessments shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the Owners, the maintenance and improvement of the Lots, and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles of the Association.

5.2 Regular Annual Assessments. Prior to the beginning of each fiscal year for the Association, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. The Association shall then levy assessments sufficient to pay such estimated net expenses as herein provided, and the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year for the Association for which such Assessments are payable, or during such fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.3 Special Assessments In addition to the regular Assessments provided for above, the Association may levy special Assessments whenever in the Board's sole opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any special Assessments shall be determined by the Board in its sole discretion and shall be due and payable in any manner as the Board may designate.

5.4 Owner's Personal Obligation for Payment of Assessments. Each regular and special Assessment provided for herein shall be the personal and individual debt of the Owner of the Lot against which such Assessment was levied. No Owner, other than Declarant, may exempt himself from personal liability for such Assessments. In the event of default in the payment of any Assessment, the Owner of the Lot against which such Assessment was levied shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect of the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of two percent [2%] per month) together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees.

5.5 Assessment Lien and Foreclosure

(a) The payment of each unpaid Assessment levied hereunder together with interest thereon as provided in Section 5.4 hereof and the costs and expenses of collection, including reasonable attorneys' fees, as herein provided, is secured by a continuing lien and charge on the Lot against which such Assessment was levied. Such lien for payment of Assessments shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns, and shall be superior to all other liens and charges against such Lot, except only for tax liens, and all sums unpaid on any first lien Mortgage securing sums borrowed for the purchase or improvement of such Lot, provided such Mortgage was recorded in the Official Public Records of Travis County, Texas, before such Assessment was due. The Association shall have the power, in the Board's sole and absolute discretion, to subordinate the aforesaid lien for payment of Assessments to any other lien. Any such subordination shall be signed by an officer of the Association and recorded in the Official Public Records of Travis County, Texas. Upon the written request of any Beneficiary holding a lien on any Lot that is superior to the lien for payment of Assessments as provided herein, the Association shall report to said Beneficiary the amount of any Assessments levied against such Lot remaining unpaid for a period of more than thirty (30) days after the same are due.

(b) To evidence the aforesaid lien for payment of Assessments, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, a description of the Lot encumbered by the lien and the name of the Owner of such Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Official Public Records of Travis County, Texas. The aforesaid lien for payment of such Assessments becomes delinquent. The Association may enforce such lien by the foreclosure sale of the defaulting Owner's Lot in like manner as a foreclosure of a mortgage or contractual lien on real property as provided in Section 51.002 of the Texas Property Code, as the same may be amended or modified, or the Association may institute suit against the Owner

personally obligated to pay the Assessment for monetary damages and/or for the judicial foreclosure of the aforesaid lien. The Owner of the affected Lot shall be required to pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Association in connection with any foreclosure proceeding, whether judicial or non-judicial. The Association shall have the power to bid on any Lot at any foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(c) The liens for payment of Assessments provided for herein shall not be affected or extinguished by the sale or transfer of any Lot, whether by judicial or non-judicial foreclosure sale or otherwise; provided, however, that in the event of foreclosure of any first lien Mortgage superior to the lien for the delinquent Assessment, the lien for the delinquent Assessment will be extinguished, and the delinquent Assessment shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the first lien Mortgage. The extinguishing of any lien for payment of Assessments as herein provided will not relieve any Owner from the obligation to pay Assessments subsequently becoming due and payable

56 Assessment Upon Transfer The Association shall collect an Assessment of One Hundred Fifty and No/100 Dollars (\$150.00) per Lot from each purchaser of a Lot at the time of each closing of such Lot. Such Assessment shall be due and payable on each Lot each time ownership of such Lot is transferred

ARTICLE 6  
MISCELLANEOUS

6.1 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall continue in force and effect until January 1, 2050, unless amended as herein provided. After January 1, 2050, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots. Notwithstanding the foregoing, this Declaration shall remain in force and effect and shall not terminate for so long as Declarant owns any portion of the Property.

6.2 Amendment

(a) This Declaration may be amended by Declarant so long as Declarant holds at least one (1) Lot in the Association. No amendment by Declarant shall be effective until there has been recorded in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Declarant setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that Declarant holds at least one (1) Lot in the Association.

(b) In addition to the method provided in Section 6.2(a), this Declaration may be amended by the recording in the Official Public Records of Travis County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by enough other Owners entitled to cast so that the total number of Owners approving the amendment equal at least eighty percent (80%) of the number of votes entitled to be cast pursuant to Section 4.3.

6.3 Reservation of Right to Expand. Declarant reserves the right, but shall not be obligated, to expand this Declaration to include all or part of the Additional Property.

6.4 Supplemental Declaration. Annexation may be accomplished by a Supplemental Declaration which shall extend the scheme of this Declaration to the Additional Property. The procedure for supplementing the Declaration shall be the same procedure as set forth in Section 6.2(a) hereof for amending the Declaration.

6.5 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

6.6 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by

mail, it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address given by such person to the Association for the purposes of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such a person to the Association.

6.7 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision and of promoting and effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

6.8 Exemption of Declarant Utility Easements.

(a) Notwithstanding anything in this Declaration to the contrary, Declarant shall not in any way be subject to the control of or under the jurisdiction of the Board, the Association or the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

(b) Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant sewer and other pipelines, conduits, wires and any Improvement relating to a public utility function, subject to Section 2.15 hereof, with the right of access to the same at any time for the purposes of repair and maintenance.

6.9 Assignment of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, recorded in the Official Public Records of Travis County, Texas.

6.10 Enforcement and Nonwaiver.

(a) Except as otherwise provided herein, any Owner at his own expense, Declarant or the Board shall have the right to enforce the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach or threatened breach of any such provision.

(b) Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined by any Owner (at his own expense) Declarant or the Board.

(c) Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, Occupancy or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein

(d) The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration

(e) The Association shall have the right, when appropriate in its judgment, to claim and impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right under, or effect compliance with, this Declaration

6.11 Alternative Dispute Resolution. In the event of any dispute, controversy or claim between or among Declarant, any Owner or Owners, the Association and/or the Architectural Committee relating to or arising out of any provision of this Declaration, the parties to the dispute shall meet in a good faith effort to resolve the dispute through negotiations. In the event the parties are unable to resolve the dispute through negotiations, such matter shall be submitted to and settled by such form of extra-judicial dispute resolution as the parties can mutually agree. To the fullest extent allowed by law, this clause shall be specifically enforceable under applicable laws to mandate the parties' use of a means of resolving disputes other than formal judicial proceedings. In the event the parties are unable to agree on another such form of dispute resolution, any dispute, controversy or claim arising out of any provision of this Declaration shall be submitted to binding arbitration following these procedures

(a) The arbitration shall take place in the City of Austin, Travis County, Texas.

(b) Pending the outcome of arbitration, there shall be no changes made in the language of this Declaration

(c) The arbitration shall be initiated by any party to the dispute, claim or controversy giving written notice requesting arbitration to the other party or parties thereto, which notice shall include a precise statement of the matter to be arbitrated

(d) Within five (5) days of receiving notice of the written request for arbitration, the receiving party or parties shall designate in writing to the initiating party the name of an arbitrator who meets the requirements set forth herein below. The initiating party shall have five (5) days to object to the named arbitrator by designating in writing to the receiving party the name of another arbitrator who meets the requirements set forth herein below. The receiving party shall have five (5) days to object to the named arbitrator by giving written notice to the initiating party, in which case within five (5) days after the receipt of the written objection the two previously nominated arbitrators shall designate an arbitrator by giving written notice of their choice to the receiving and initiating parties.



(e) The arbitrator shall designate the time and place of the hearing which must occur within thirty (30) days of the arbitrator's selection. The arbitrator shall give twenty (20) days written notice of the hearing to the parties to the dispute, claim or controversy. The parties may be represented by attorneys at the hearing. The arbitrator shall make a decision within seven (7) days after the hearing and communicate that decision in writing to each party who participated in the hearing.

(f) The request for arbitration must be made within a reasonable time after the dispute, claim or controversy has arisen. In no event may the request for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute, claim or controversy would be barred by the applicable statute of limitations.

(g) Anyone designated as an arbitrator (i) must be an impartial third party who has the training or qualifications required by the laws of the State of Texas and (ii) must not be personally acquainted with any of the parties to the dispute, claim or controversy.

(h) The arbitrator shall assess such costs against the party or parties who do not prevail.

#### 6.12 Construction

(a) The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine or neuter.


(c) All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 10<sup>th</sup>  
day of July, 2001

DECLARANT:

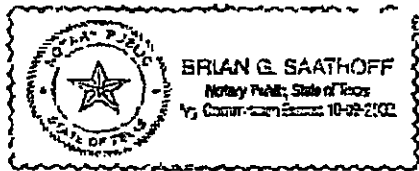
LENNAR HOMES OF TEXAS LAND  
AND CONSTRUCTION, LTD.  
a Texas limited partnership

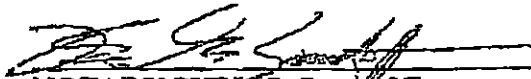
By: LENNAR HOLDING COMPANY,  
G.P., a Texas corporation

By:   
Name: James M Giddens  
Title: Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of July, 2001,  
by James Giddens, Vice President of Lennar Holding Company, GP, a Texas  
corporation, as general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas  
limited partnership, on behalf of said corporation and said limited partnership



  
NOTARY PUBLIC, State of Texas  
My commission expires 10/02/2002

# EXHIBIT 'A'

## PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

94.12 ACRES OF LAND OUT OF THE JOHN G. McGEHEE LEAGUE SURVEY NO 6, ABSTRACT NO. 17, AND THE WALKER WILSON LEAGUE SURVEY NO 2, ABSTRACT NO. 27 IN TRAVIS COUNTY, TEXAS SAID 94.12 ACRES OF LAND, BEING ALL OF THE FOLLOWING TRACTS, A 6.377 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2000089019, A 12.61 ACRE TRACT (SAVE AND EXCEPT 1.12 ACRES) OF LAND AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2001003456, A 74.705 ACRE TRACT (SAVE AND EXCEPT 6.377 ACRES) OF LAND AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2000089020, AND A 3.680 ACRE TRACT AND A 4.257 ACRE TRACT OF LAND BOTH AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2000120130, ALL IN THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS SAID 94.12 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, on the east right of way line of Edwards Hollow Run, a street, as dedicated by the plat of Shady Hollow Estates Section One, as recorded in Volume 84, Page 49A of the Plat Records for Travis County, being the east line of the said Shady Hollow Estates Section One,

THENCE with the said east right of way line of Edwards Hollow Run, being the said east line of Shady Hollow Estates Section One, and being a west line of the herein described 94.12 acre tract, N 33°13'16" W, a distance of 355.27 feet to a 1/2 inch iron rod found, being the southwest corner of Lot 12, Block B, of the said plat of Shady Hollow Estates Section One

THENCE leaving the said east right of way line of Edwards Hollow Run, and continuing with the said east line of Shady Hollow Estates Section One, and being a west line of the herein described 94.12 acre tract, the following four (4) courses:

1. N 42°34'33" E, a distance of 114.87 feet to a 1/2 inch iron pipe found, being the southeast corner of the said Lot 12, Block B,
2. N 06°26'10" E, a distance of 95.73 feet to a 1/2 inch iron rod found,
3. N 07°32'35" E, a distance of 174.90 feet to a 1/2 inch iron pipe found,
4. N 07°36'08" E, a distance of 326.73 feet to a 1/2 inch iron rod found, on the south line of a 12.60 acre tract as recorded in Doc. 1999095477 in the Official Records of Travis County, Texas, being the southwest corner of the said 12.60 acre tract, being the north line of the herein described 94.12 acre tract,

THENCE with the said north line of the herein described 94.12 acre tract, being the said south line of the 12.60 acre tract, N 67°31'38" E, a distance of 979.87 feet to a concrete monument set on the west right of way line of Brodie Lane, being a east of the herein described 94.12 acre tract, and being the southeast corner of the said 12.60 acre tract,

THENCE with the said west right of way line of Brodie Lane, being the said east line of the herein described 94.12 acre tract, the following three (3) courses:

1. S 36°46'40" E, a distance of 588.72 feet to a 1/2 inch iron rod found,
2. a distance of 585.21 feet with an arc of a curve to the right whose central angle is 12° 58' 18", with a radius of 2584.89 feet and whose chord bears S 30° 20' 56" E, a distance of 583.96 feet to a 1/2 inch iron rod found,

3. S 23°47'49" E, a distance of 628.53 feet to a ½ inch iron rod found, on the north line of a 0.207 acre tract as recorded in Volume 7008, Page 89 of the Deed Records of Travis County, Texas, being a east line of the herein described 94.12 acre tract,

THENCE with the said north line of the 0.207 acre tract, being a east line of the herein described 94.12 acre tract, S 66°06'45" W, a distance of 125.15 feet to a ½ inch iron pipe found, being the northwest corner of a 0.026 acre tract as recorded in Volume 7008, Page 89 of the Deed Records of Travis County, Texas,

THENCE with the north line of the said 0.026 acre tract, being a east line of the herein described 94.12 acre tract, the following two (2) courses

1. S 66°17'58" W, a distance of 4.92 feet to a 5/8 inch iron rod with cap set,
2. S 66°20'46" W, a distance of 20.22 feet to a ½ inch iron rod found being the northwest corner of the said 0.026 acre tract,

THENCE with the west line of the 0.026 acre tract, being a east line of the herein described 94.12 acre tract, S 23°53'59" E, a distance of 60.06 feet to a 5/8 inch iron rod with cap set, on the south line of the said 0.026 acre tract,

THENCE with the said south line of the 0.026 acre tract, being a east line of the herein described 94.12 acre tract, N 66°12'12" E, a distance of 24.93 feet to a ½ inch iron pipe found, being the southwest corner of the said 0.207 acre tract,

THENCE with the south line of the said 0.207 acre tract, N 66°09'13" E, a distance of 125.21 feet to a ½ inch iron rod found, on the said west right of way line of Brodie Lane, being a east line of the herein described 94.12 acre tract,

THENCE again with the said west right of way line of Brodie Lane, being the said east line of the herein described 94.12 acre tract, the following four (4) courses:

1. S 23°50'32" E, a distance of 876.91 feet to a ½ inch iron rod found,
2. S 20°55'04" E, a distance of 99.91 feet to a ½ inch iron rod found,
3. S 23°50'34" E, a distance of 68.88 feet to a ½ inch iron rod found,
4. a distance of 48.18 feet with an arc of a curve to the right whose central angle is 92° 00' 44", with a radius of 30.00 feet and whose chord bears S 22° 23' 50" W, a distance of 43.16 feet to a ½ inch iron rod found, on the north right of way line of Frate Barker Road, being the south line of the herein described 94.12 acre tract,

THENCE with the north right of way line of Frate Barker Road, being the south line of the said 94.12 acre tract, the following two (2) courses.

1. S 68°03'49" W, a distance of 114.01 feet to a ½ inch iron rod found,
2. S 68°21'04" W, a distance of 1154.64 feet to a 1 inch iron pipe found, on the east right of way line of Frate Barker Road, being a west line of the herein described 94.12 acre tract,

THENCE with the said east right of way line of Frate Barker Road, being the said west line of the 94.12 acre tract, the following seven (7) courses:

1. N 55°19'45" W, a distance of 60.28 feet to a ½ inch iron pipe found,
2. N 30°25'33" W, a distance of 69.99 feet to a ½ inch iron pipe found,
3. N 09°48'24" W, a distance of 116.18 feet to a ½ inch iron pipe found,
4. N 03°14'13" W, a distance of 387.09 feet to a ½ inch iron pipe found,
5. N 23°35'57" W, a distance of 146.39 feet to a ½ inch iron rod found,
6. a distance of 209.88 feet with an arc of a curve to the left whose central angle is 200° 25' 30", with a radius of 60.00 feet and whose chord bears N 65° 17' 20" W, a distance of 118.10 feet to a ½ inch iron rod found,
7. S 87°43'07" W, a distance of 342.96 feet to a ½ inch iron rod found, on the east right of way line of Edwards Hollow Run, a street, as dedicated by the plat of Shady Hollow Estates Section Three, as recorded in Volume 85, Page 35A of the Plat Records of Travis County, Texas, being the east line of the said Shady Hollow Estates Section Three, and being a west line of the herein described 94.12 acre tract

THENCE with the said east right of way line of Edwards Hollow Run, being the said east line of Shady Hollow Estates Section Three, the following six (6) courses:

1. N 02°41'04" W, a distance of 23.15 feet to a ½ inch iron rod found,
2. a distance of 152.61 feet with an arc of a curve to the right whose central angle is 32° 23' 05", with a radius of 270.00 feet and whose chord bears N 75° 55' 20" W, a distance of 150.59 feet to a ½ inch iron rod found,
3. N 59°56'52" W, a distance of 106.56 feet to a ½ inch iron rod found,
4. a distance of 346.95 feet with an arc of a curve to the right whose central angle is 73° 37' 33", with a radius of 270.00 feet and whose chord bears N 23° 05' 03" W, a distance of 323.57 feet to a ½ inch iron rod found,
5. N 13°41'38" E, a distance of 203.62 feet to a ½ inch iron rod found,
6. a distance of 364.99 feet with an arc of a curve to the left whose central angle is 47° 01' 32", with a radius of 444.70 feet and whose chord bears N 09° 45' 16" W, a distance of 354.83 feet to the POINT OF BEGINNING and containing 95.24 acres of land

**SAVE AND EXCEPT**

1.12 ACRES OF LAND OUT OF THE WALKER WILSON LEAGUE SURVEY NO. 2, ABST. 27 IN TRAVIS COUNTY, TEXAS, BEING THE SAME 1.12 ACRE TRACT SAVE AND EXCEPTED AS DESCRIBED IN DOC. 2001003456 OF THE OFFICIAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS; THE SAID 1.12 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod found on the west right of way line of Brodie Lane, being the southeast corner of a called 12.60 acre tract as recorded in Document No. 1999095477 in the Deed Records of Travis County Texas, from which a ½-iron rod found bears S 36°46'40" E, 588.72 feet,

**Barker Ranch at Shady Hollow**

THENCE, with the said west right of way of Brodie Lane, S 36°46'40" E, 299.86 feet to a point,

THENCE, leaving the said west right of way of Brodie Lane, and crossing the said herein described 94.12 acre tract, the following six (6) courses:

- S 53°13'20" W, 50.00 feet to a 5/8-inch iron rod with cap set for the POINT OF BEGINNING of the herein described 1.12 acre tract;
- 2. S36° 46' 40"E, 291.40 feet to a 5/8-inch iron rod with cap set,
- 3. a distance of 40.40 feet with an arc of a curve to the right whose central angle is 0° 54' 47", with a radius of 2535.00 feet and whose chord bears S36° 19' 17"E, a distance of 40.40 feet to a 5/8-inch iron rod with cap set,
- 4. S76° 27' 54"W, 224.75 feet to a 5/8-inch iron rod with cap set,
- 5. N13° 32' 06"W, 305.00 feet to a 5/8-inch iron rod with cap set,
- 6. N76° 27' 54"E, 94.10 feet to the POINT OF BEGINNING and containing 1.12 acres of land SAVE AND EXCEPTED from the said 95.24 acre tract, leaving a Net Acreage of 94.12 acres of land

THE STATE OF TEXAS

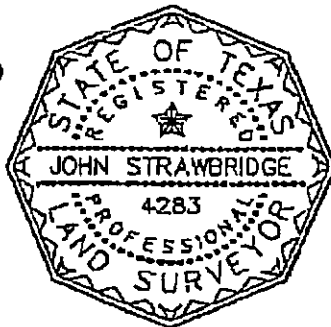
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, John Strawbridge, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15<sup>th</sup> day of May, 2001 A D

Carter & Burgess, Inc  
901 South Mopac Blvd, Suite 200  
Austin, Texas 78746



*John Strawbridge*  
\_\_\_\_\_  
John Strawbridge  
Registered Professional Land Surveyor  
No. 4283 - State of Texas

AFTER RECORDING RETURN TO

BLAKE BUFFINGTON  
MCCATHERN MOOTY BUFFINGTON, LLP  
1710 WEST SIXTH STREET  
AUSTIN, TX 78703

FILED BY [unclear]

[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]



FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF BARKER RANCH AT SHADY HOLLOW

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT, WHEREAS, an instrument entitled "Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions" (the "Declaration"), was executed on July 10, 2001, and recorded under Document No. 2001113596, in the Official Public Records of Travis County, Texas, and

WHEREAS, the Declarant in said Declaration is Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and

WHEREAS, Article 6, Section 6.2(a) of the Declaration provides that the Declaration may be amended by the Declarant alone so long as Declarant owns at least one (1) Lot in the Association (as that term is defined in the Declaration). Further, Article 6, Section 6.2(a) provides that the amendment by Declarant shall be effective when there has been recorded in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Declarant setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board (as defined in the Declaration) certifying that Declarant had the requisite number of Lots set forth above, and

WHEREAS, Declarant holds at least one (1) Lot in the Association; and

WHEREAS, Declarant finds it necessary to amend the Declaration; and

WHEREAS, Declarant desires that this Amendment serve as the instrument executed and acknowledged by Declarant, setting forth the amendment to the Declaration; and

WHEREAS, the President of the Board is James Dorney and Secretary of the Board is Cindy Dietz; and

WHEREAS, as shown by Exhibit "A", attached hereto and incorporated for all purposes, the President and Secretary of the Board have certified that Declarant had the requisite number of Lots required in Article 6, Section 6.2(a) to make this Amendment; and

WHEREAS, Declarant now desires to amend the Declaration in the following manner;

NOW THEREFORE, for Ten and NO/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. The term "Property" as defined in the Declaration is hereby amended to delete the property description described on Exhibit "A" attached thereto and the following is substituted in its stead.

All of Barker Ranch at Shady Hollow Subdivision, according to the map or plat thereof recorded under Document No. 200100216, Official Public Records, Travis County, Texas.

2. Section 1.14 Greenbelt Lots. This section is hereby amended so that the term "Greenbelt Lots" shall hereinafter be defined as, "Lots 22 and 23, Block A, Lots 7, 25, and 28, Block B, and Lot 27, Block F".
3. Section 1.22 Subdivision. This section is hereby amended so that the term "Subdivision" shall mean and refer to "all of Barker Ranch at Shady Hollow Subdivision, according to the map or plat thereof recorded under Document No. 200100216, Official Public Records, Travis County, Texas."
4. Section 2.3(a). This section is hereby amended so that at a minimum, 25-year guaranteed roofing material (said roofing material including, but not limited to; composition shingles) shall be required. The remainder of said section remains unchanged.
5. Section 2.3(b). This section is hereby amended to add the following, "Attached garages shall be oriented on a Lot so that the main doors (through which vehicles enter the garage) face a side property line of a Lot. In the event a "split" garage is placed on a Lot, no more than one garage door may face the front property line of said Lot. The main doors of detached garages may face the front property line of a Lot; provided however, that any such detached garage shall be setback further from the front property line than the main Building. The Architectural Control Committee may grant variances from these garage restrictions in its sole discretion on a case by case basis. Further, there shall be a minimum setback of thirty five (35) feet from the front property line of each Lot for all Buildings. The Architectural Control Committee in its sole discretion may grant variances to this setback requirement, however, in no event shall the setback for any Lot in the Subdivision be less than twenty five (25) feet from the front property line of each Lot."
6. Except as specifically provided in this Amendment, the terms of the Declaration which do not conflict with this Amendment continue to encumber the Property, and all terms of the Declaration as amended by this Amendment, which do not conflict and/or are consistent remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Declaration this Amendment will control and modify the Declaration.

(SIGNATURE ON FOLLOWING PAGE)

EXECUTED on this the 27 day of November, 2001.

DECLARANT:

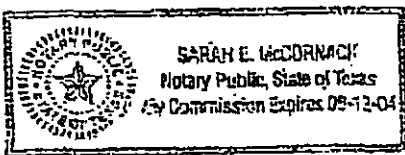
Lennar Homes of Texas Land & Construction, Ltd.,  
a Texas limited partnership


By: Lennar Texas Holding Company G.P., a Texas  
corporation, its general partner

By:   
James Giddens  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this 27 day of November, 2001 by James Giddens, Vice President of Lennar Texas Holding Company, a Texas corporation, as General Partner of Lennar Homes of Texas Land & Construction, Ltd., a Texas limited partnership, on behalf of said partnership.



  
Notary Public, State of Texas

After recording, return to:  
  
Blake Buffington  
McCathern Mooy Buffington, L.L.P.  
1710 West Sixth Street  
Austin, Texas 78703

EXHIBIT "A"

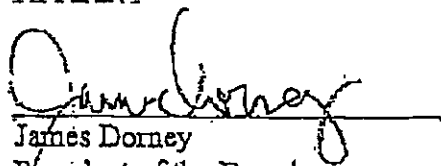
ACKNOWLEDGMENT OF OFFICERS OF THE BOARD  
OF  
BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.


The undersigned ("Affiants") hereby certify the Affiants are the duly elected and acting President and Secretary of Barker Ranch at Shady Hollow Homeowners Association, Inc., a Texas non-profit corporation ("Company"), and are authorized to execute and deliver this Certificate, and Affiants further certify as follows:

That Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, did have the requisite number of lots required under Article 6, Section 6.2(a) to execute the First Amendment to Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 27 day of NOVEMBER, 2001.

AFFIANT

  
James Dorney  
President of the Board  
Barker Ranch at Shady Hollow  
Homeowners Association, Inc.

  
Cindy Dietz  
Secretary of the Board  
Barker Ranch at Shady Hollow Homeowners  
Association, Inc.

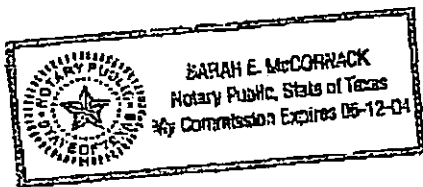
(Notary execution on following page)

STATE OF TEXAS

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§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 27 day of November, 2001, by James Dorney, as the President of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.



Sarah E. McCornack  
NOTARY IN AND FOR THE  
STATE OF TEXAS

Sarah E. McCornack  
(stamped or printed name of notary)  
My commission expires: 05/12/04

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 27 day of November, 2001, by Cindy Dietz, as the Secretary of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.



Sarah E. McCornack  
NOTARY IN AND FOR THE  
STATE OF TEXAS

Sarah E. McCornack  
(stamped or printed name of notary)  
My commission expires: 05/12/04

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

11-28-2001 10:45 AM 2001199339  
FORDL \$19.00  
DANA DEBEAUVDIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF BARKER RANCH AT SHADY HOLLOW

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, an instrument entitled "Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions" (the "Declaration"), was executed on July 10, 2001, and recorded under Document No. 2001113596, in the Official Public Records of Travis County, Texas; and

WHEREAS, the Declaration was previously amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001201288, Official Public Records, Travis County, Texas, and by that certain amendment also named First Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001199339, Official Public Records, Travis County, Texas (collectively the "First Amendments"); and

WHEREAS, the Declarant in said Declaration is Lemar Homes of Texas Land and Construction, Ltd., a Texas limited partnership; and

WHEREAS, Article 6, Section 6.2(a) of the Declaration provides that the Declaration may be amended by the Declarant alone so long as Declarant owns at least one (1) Lot in the Association (as that term is defined in the Declaration). Further, Article 6, Section 6.2(a) provides that the amendment by Declarant shall be effective when there has been recorded in the Official Public Records of Travis County, Texas, an instrument executed and acknowledged by Declarant setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board (as defined in the Declaration) certifying that Declarant had the requisite number of Lots set forth above; and

WHEREAS, Declarant holds at least one (1) Lot in the Association; and

WHEREAS, Declarant finds it necessary to further amend the Declaration; and

WHEREAS, Declarant desires that this Amendment serve as the instrument executed and acknowledged by Declarant, setting forth the amendment to the Declaration; and

WHEREAS, the President of the Board is James Dorney and Secretary of the Board is Adam Boemig; and

WHEREAS, as shown by Exhibit "A", attached hereto and incorporated for all purposes, the President and Secretary of the Board have certified that Declarant had the requisite number of Lots required in Article 6, Section 6.2(a) to make this Amendment; and

WHEREAS, Declarant now desires to amend the Declaration and clarify the First Amendments in the following manner;

NOW THEREFORE for Ten and NO/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. There appears a typographical error in the Declaration whereby Section 2.1 of Article 2 was inadvertently labeled as Section 1.1. Article 2, Section 1.1 is hereby amended to read Article 2, Section 2.1
2. The Declaration is hereby amended to add Section 2.3(d) thereto as follows:

Any Building located on a Lot, including but not limited to, outbuildings, storage sheds and storage buildings, but excluding the single family residence located on such Lot, shall not exceed one hundred fifty (150') square feet, and shall not exceed ten (10') feet in height. For purposes of this section "height" shall be calculated by measuring the distance from the ground to the highest point on the Building. Any such Building shall be of the same architectural design and constructed of the same materials and in the same color scheme as the residence located on the Lot. Approval of any such Building shall be in the sole and absolute discretion of the Architectural Committee on a case by case basis, and approval may be withheld even if the proposed Building complies with all requirements and restrictions contained in this Declaration.

3. Section 2.6 of the Declaration is hereby amended to add the following thereto:

The Declarant, the Association, and their respective authorized representatives, shall be entitled to remove any unauthorized signs without notice to the owner or beneficiary of the sign or the Owner of the Lot on which the sign may be placed or located.

4. The following sentence is hereby added to Section 2.11(b) of the Declaration:

Notwithstanding the foregoing, portable and permanent basketball goals shall be allowed in the front yard of a Lot, provided that such basketball goals shall be kept or installed behind the setback lines as shown on the final plat of the Subdivision, and that when a portable basketball goal is not in use, such basketball goal shall be kept in the garage, side yard, back yard or as near to the wall of the residence fronting the street as practicable. Permanent basketball goals shall be maintained in a neat and orderly manner.

5. The following sentence is hereby deleted from Section 2.11(c) of the Declaration:

Notwithstanding the foregoing, storage sheds are allowed, provided that the walls be less than eight feet (8') high, the roof of such storage shed be of the same material as that of the single family residence located on the Lot on which such storage shed is constructed,



and that the storage shed be painted in the same color scheme as the single family residence.

6. Section 4.10 of the Declaration is hereby amended so that the address for submission of Plans and Specifications to the Architectural Committee shall be in care of Lennar Homes of Texas Land and Construction, Ltd., 12301 Research Blvd., Building 4, Suite 100, Austin, Texas 78759.

7. The Declaration is hereby amended to add Section 4.5(g) thereto as follows:

(g) To establish rules as necessary, including, but not limited to, rules governing the use of the Common Area, and fine schedules (collectively the "Rules").

8. Section 5.2 of the Declaration is hereby amended to add the following to the end of such section:

Provided, however, that the Assessments levied against each Owner may not be increased more than twenty percent (20%) from the preceding year's Assessments, and in no event shall the Assessments levied against each Owner be increased by more than FOUR HUNDRED AND NO/100 DOLLARS (\$400.00) from the preceding year's Assessments.

9. The Declaration is hereby amended to add Article 7 thereto as follows:

#### ARTICLE 7 FINES

7.1 Fines. The Board may assess fines against an Owner for violations of the restrictions or standards of conduct contained in this Declaration, the Bylaws or the Rules, committed by an Owner, an occupant of the Owner's dwelling, or the Owner or occupant's family, guests, employees, contractors, agents, tenants or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner.

7.2 Damage Charges. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, common elements or common facilities by the Owner or the Owner's family, guests, agents, occupants or tenants.

7.3 Notices and Schedule of Fines. The Association manager shall have the authority to send notices to alleged violators informing them of the violations and asking them to comply with the Declaration, Bylaws and/or Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines for minor or recurring violations, but the Board may vary any fine depending on the special circumstances of each case.

7.4 Procedure. The procedure for assessment of fines and damage charges shall be as follows:

(a) The Association, acting through an officer, director, Board member or agent, must give the Owner certified mail, return receipt requested, notice of the fine or damage charge;

(b) The notice of the fine or damage charge must describe the violation or damage;

(c) The notice of the fine or damage charge must state the amount of the fine or damage charge;

(d) The notice of a fine or damage charge must state that the Owner may, no later than thirty (30) days after receipt of the notice, request a hearing before the Board; and

(e) The notice of a fine or damage charge must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. A reasonable time to cure is not necessary in a notice of damage charge.

7.5 Date Due. Fines and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing, or if a hearing is requested, such fines or damage charges shall be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

7.6 Minimum Fine. The minimum fine for each violation shall be \$25.00. Fines may be assessed for each day of violation.

7.7 Amendment of Procedure. The Board may amend this fining procedure by Rule as necessary to comply with state or local law.

10. Except as specifically provided in this Amendment, the terms of the Declaration which do not conflict with this Amendment continue to encumber the Property, and all terms of the Declaration as previously amended and as amended by this Amendment, which do not conflict and/or are consistent remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Declaration as previously amended, this Amendment will control and modify the Declaration.

11. The First Amendment recorded under Document No. 2001201288, Official Public Records, Travis County, Texas, is hereby rescinded, rendered null and void, and of no further force and effect. The First Amendment recorded under Document No. 2001199339 is hereby ratified and approved by the Declarant, and remains in full force and effect.

EXECUTED on this the 7<sup>th</sup> day of November, 2002.

**DECLARANT:**

Lennar Homes of Texas Land & Construction, Ltd.,  
a Texas limited partnership

By: Lennar Texas Holding Company G.P., a Texas  
corporation, its general partner

By:   
James Giddens  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this 7<sup>th</sup> day of November, 2002 by James Giddens, Vice President of Lennar Texas Holding Company, a Texas corporation, as General Partner of Lennar Homes of Texas Land & Construction, Ltd., a Texas limited partnership, on behalf of said partnership.



Notary Public, State of Texas

After recording, return to:

Trey Flourney  
McCathern Mooty Buffington, L.L.P.  
1710 West Sixth Street  
Austin, Texas 78703

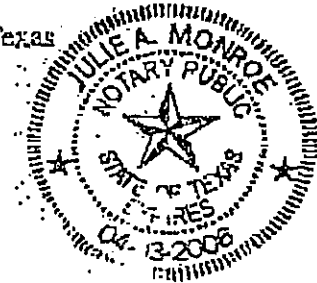


EXHIBIT "A"

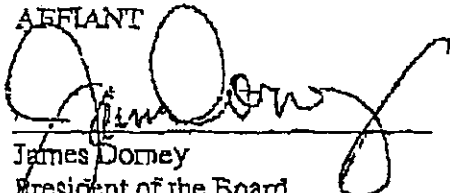
ACKNOWLEDGMENT OF OFFICERS OF THE BOARD  
OF  
BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.


The undersigned ("Affiants") hereby certify the Affiants are the duly elected and acting President and Secretary of Barker Ranch at Shady Hollow Homeowners Association, Inc., a Texas non-profit corporation ("Company"), and are authorized to execute and deliver this Certificate, and Affiants further certify as follows:

That Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, did have the requisite number of lots required under Article 9, Section 6.2(a) to execute the Second Amendment to Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 7th day of November, 2002.

AFFILIANT

  
James Dorney  
President of the Board  
Barker Ranch at Shady Hollow  
Homeowners Association, Inc.

  
Adam Boenig  
Secretary of the Board  
Barker Ranch at Shady Hollow Homeowners  
Association, Inc.

(Notary execution on following page)

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 7<sup>th</sup> day of November, 2002, by James Dorney, as the President of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.

Julia Monroe  
NOTARY IN AND FOR THE  
STATE OF TEXAS

(stamped or printed name of notary)  
My commission expires:

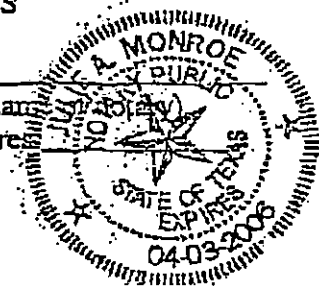


STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 7<sup>th</sup> day of November, 2002, by Adam Boenig, as the Secretary of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.

Julia Monroe  
NOTARY IN AND FOR THE  
STATE OF TEXAS

(stamped or printed name of notary)  
My commission expires:



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

11-12-2002 03:10 PM 2002216728  
PARADEST \$21.00  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS



**THIRD AMENDMENT TO  
BARKER RANCH AT SHADY HOLLOW  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

WHEREAS at Document No. 2001113596 of the Official Public Records of Travis County, Texas there is recorded that one certain instrument entitled Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions (the "Declaration"); and

WHEREAS, the Declaration was previously amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001201288, of the Official Public Records, Travis County, Texas, and by that certain amendment also named First Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001199339, Official Public Records, Travis County, Texas (collectively the "First Amendments"), and

WHEREAS, the Declaration was previously amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001199339, of the Official Public Records, Travis County, Texas (the "Second Amendment"); and

WHEREAS Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, is the Declarant (hereafter "Declarant") under the aforementioned Declaration; and

WHEREAS, pursuant to Article 6, Section 6.2 of the Declaration, Declarant maintains record title to at least one (1) Lot in Barker Ranch at Shady Hollow Subdivision; and

WHEREAS pursuant to Article 6, Section 6.2 of the Declaration it is the desire of Declarant to amend Article 5, Section 5.6 of the Declaration entitled "Assessment Upon Transfer" in order to increase charges as set forth therein;

NOW THEREFORE, Article 5, Section 5.6 of the Declaration is hereby amended and shall reads in it entirety as follows:

"5.6. Assessment Upon Transfer. The Association shall collect an Assessment of Three Hundred and No/100 Dollars (\$300.00) per Lot from each purchaser of a Lot at the time of each closing of such Lot. Such Assessment shall be due and payable on each Lot each time ownership of such Lot is transferred."

RECEIVED  
FEB 05 2005

EXECUTED on this 4<sup>th</sup> day of October, 2004.

DECLARANT,  
Lennar Homes of Texas Land & Construction, Ltd.  
a Texas Limited Partnership

By: Lennar Texas Holding Company G.P., a Texas  
Corporation, Its General Partner

By: [Signature]  
James Giddens  
Its: Vice President

STATE OF TEXAS      §  
   §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this 4<sup>th</sup> day of October, 2004 by James Giddens, Vice President of Lennar Texas Holding Company, a Texas Corporation, as General Partner of Lennar Homes of Texas Land & Construction, Ltd., a Texas Limited Partnership, on behalf of said Partnership.

[Signature]  
Notary Public For the State Of Texas

AFTER RECORDING, RETURN TO:

Walter E. Spears  
BARTLEY & SPEARS, P.C.  
14811 St. Mary's Lane, Suite 270  
Houston, Texas 77079



**ACKNOWLEDGMENT OF OFFICERS OF THE BOARD**  
**OF**  
**BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.**

The undersigned ("Affiants") hereby certify the Affiants are the duly elected and acting President and Secretary of Barker Ranch at Shady Hollow Homeowners Association, Inc., a Texas non-profit corporation ("Company"), and are authorized to execute and deliver this Certificate, and Affiants further certify as follows:

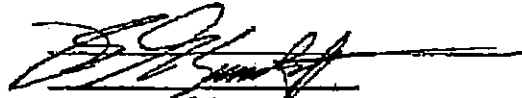
That Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, did have the requisite number of lots required under Article 6, Section 6.2(a) to execute the Third Amendment to Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 4<sup>th</sup> day of October, 2004.

AFFIANT



\_\_\_\_\_  
President of the Board  
Barker Ranch at Shady Hollow  
Homeowners Association, Inc.



\_\_\_\_\_  
Secretary of the Board  
Barker Ranch at Shady Hollow  
Homeowners Association, Inc.

(Notary execution on following page)

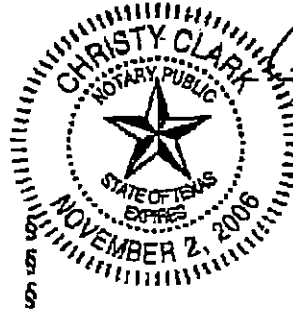


STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 4<sup>th</sup> day of October, 2004 by James Dorney, as the President of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.



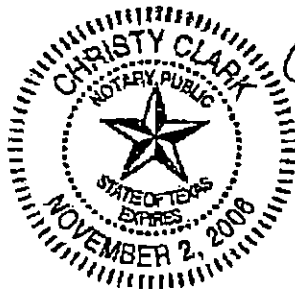
*Christy Clark*  
Notary Public For The State Of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 4<sup>th</sup> day of October, 2004 by Brian Spethoff, as the Secretary of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.



*Christy Clark*  
Notary Public For The State Of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 Jan 31 02:17 PM 2005016365

BENAVIDESV \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



1117-501.7-528-400.04

**FOURTH AMENDMENT TO  
BARKER RANCH AT SHADY HOLLOW  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

WHEREAS at Document No. 2001113596 of the Official Public Records of Travis County, Texas there is recorded that one certain instrument entitled Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions (the "Declaration"), and

WHEREAS, the Declaration was previously amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001201288, of the Official Public Records, Travis County, Texas, and by that certain amendment also named First Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001199339, Official Public Records, Travis County, Texas (collectively the "First Amendments"); and

WHEREAS, the Declaration was previously amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 2001199339, of the Official Public Records, Travis County, Texas (the "Second Amendment"), and

WHEREAS, the Declaration was previously amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions of Barker Ranch at Shady Hollow, recorded under Document No. 200516366 of the Official Public Records, Travis County, Texas (the "Third Amendment"); and

WHEREAS Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, is the Declarant (hereafter "Declarant") under the aforementioned Declaration; and

WHEREAS, pursuant to Article 6, Section 6.2 of the Declaration, Declarant maintains record title to at least one (1) Lot in Barker Ranch at Shady Hollow Subdivision, and

WHEREAS pursuant to Article 6, Section 6.2 of the Declaration it is the desire of Declarant to amend Article 5, Section 5.2 of the Declaration entitled "Regular Annual Assessments" in order to delete certain language added to said Section 5.2 of the Declaration by the "Second Amendment" as referenced immediately hereinabove;

NOW THEREFORE, Article 5, Section 5.2 of the Declaration is hereby amended and shall now read in its entirety as follows:

"5.2. Regular Annual Assessments. Prior to the beginning of each fiscal year for the Association, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. The Association shall then levy assessments sufficient to pay such estimated net expenses as herein provided, and the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year for the Association for which such Assessments are payable, or during such fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion."

EXECUTED on this 19 day of November, 2004.

DECLARANT,  
Lennar Homes of Texas Land & Construction, Ltd.  
a Texas Limited Partnership

By: Lennar Texas Holding Company G.P., a Texas Corporation, Its General Partner

By: [Signature]  
James Giddens  
Its: Vice President

STATE OF TEXAS

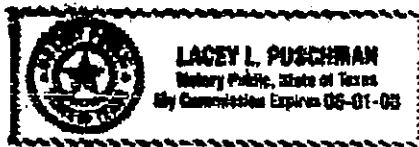
COUNTY OF TRAVIS

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This instrument was acknowledged before me on this 19th day of November, 2004 by James Giddens, Vice President of Lennar Texas Holding Company, a Texas Corporation, as General Partner of Lennar Homes of Texas Land & Construction, Ltd., a Texas Limited Partnership, on behalf of said Partnership.

[Signature]  
Notary Public For The State Of Texas

AFTER RECORDING, RETURN TO:  
Walter E. Spears  
BARTLEY & SPEARS, P.C.  
14811 St. Mary's Lane, Suite 270  
Houston, Texas 77079




**ACKNOWLEDGMENT OF OFFICERS OF THE BOARD**  
**OF**  
**BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.**


The undersigned ("Affiants") hereby certify the Affiants are the duly elected and acting President and Secretary of Barker Ranch at Shady Hollow Homeowners Association, Inc., a Texas non-profit corporation ("Company"), and are authorized to execute and deliver this Certificate, and Affiants further certify as follows:

That Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, did have the requisite number of lots required under Article 6, Section 6.2(a) to execute the Fourth Amendment to Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, have hereunto set my hand as of the 19<sup>th</sup> day of NOVEMBER 2004.

AFFIANT  


President of the Board  
Barker Ranch at Shady Hollow  
Homeowners Association, Inc.



Secretary of the Board  
Barker Ranch at Shady Hollow  
Homeowners Association, Inc.

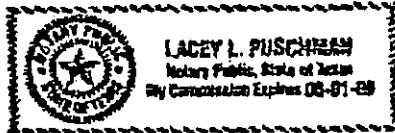
(Notary execution on following page)

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19<sup>th</sup> day of November 2004 by \_\_\_\_\_ as the President of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.



*Lacey L. Puschman*  
Notary Public For The State Of Texas

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19<sup>th</sup> day of November 2004 by \_\_\_\_\_ as the Secretary of the Board of Barker Ranch at Shady Hollow Homeowners Association, Inc.



*Lacey L. Puschman*  
Notary Public For The State Of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBevervoir*

2005 Jan 31 02:17 PM 2005016366

BENAVIDESV \$20.00

DANA DEBEVERVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Recorder's Memorandum-At the time of recording this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT 'A'  
PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

94.12 ACRES OF LAND OUT OF THE JOHN G. McGEHEE LEAGUE SURVEY NO. 6, ABSTRACT NO. 17, AND THE WALKER WILSON LEAGUE SURVEY NO. 2, ABSTRACT NO. 27 IN TRAVIS COUNTY, TEXAS SAID 94.12 ACRES OF LAND, BEING ALL OF THE FOLLOWING TRACTS, A 6.377 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2000089019, A 12.61 ACRE TRACT (SAVE AND EXCEPT 1.12 ACRES) OF LAND AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2001003456, A 74.705 ACRE TRACT (SAVE AND EXCEPT 6.377 ACRES) OF LAND AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2000089020, AND A 3.680 ACRE TRACT AND A 4.257 ACRE TRACT OF LAND BOTH AS DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD., AND RECORDED IN DOCUMENT NO. 2000120130, ALL IN THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS SAID 94.12 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, on the east right of way line of Edwards Hollow Run, a street, as dedicated by the plat of Shady Hollow Estates Section One, as recorded in Volume 84, Page 49A of the Plat Records for Travis County, being the east line of the said Shady Hollow Estates Section One,

THENCE with the said east right of way line of Edwards Hollow Run, being the said east line of Shady Hollow Estates Section One, and being a west line of the herein described 94.12 acre tract, N 33°13'16" W, a distance of 355.27 feet to a 1/2 inch iron rod found, being the southwest corner of Lot 12, Block B, of the said plat of Shady Hollow Estates Section One

THENCE leaving the said east right of way line of Edwards Hollow Run, and continuing with the said east line of Shady Hollow Estates Section One, and being a west line of the herein described 94.12 acre tract, the following four (4) courses:

1. N 42°34'33" E, a distance of 114.87 feet to a 1/2 inch iron pipe found, being the southeast corner of the said Lot 12, Block B,
2. N 06°26'10" E, a distance of 95.73 feet to a 1/2 inch iron rod found,
3. N 07°32'35" E, a distance of 174.90 feet to a 1/2 inch iron pipe found,
4. N 07°36'08" E, a distance of 326.73 feet to a 1/2 inch iron rod found, on the south line of a 12.60 acre tract as recorded in Doc. 1999095477 in the Official Records of Travis County, Texas, being the southwest corner of the said 12.60 acre tract, being the north line of the herein described 94.12 acre tract,

THENCE with the said north line of the herein described 94.12 acre tract, being the said south line of the 12.60 acre tract, N 67°31'38" E, a distance of 979.87 feet to a concrete monument set on the west right of way line of Brodie Lane, being a east of the herein described 94.12 acre tract, and being the southeast corner of the said 12.60 acre tract,

THENCE with the said west right of way line of Brodie Lane, being the said east line of the herein described 94.12 acre tract, the following three (3) courses:

1. S 36°46'40" E, a distance of 588.72 feet to a 1/2 inch iron rod found,
2. a distance of 585.21 feet with an arc of a curve to the right whose central angle is 12° 58' 18" with a radius of 2584.89 feet and whose chord bears S 30° 20' 56" E, a distance of 583.96 feet to a 1/2 inch iron rod found,

3. S 23°47'49" E, a distance of 628.53 feet to a ½ inch iron rod found, on the north line of a 0.207 acre tract as recorded in Volume 7008, Page 89 of the Deed Records of Travis County, Texas, being a east line of the herein described 94.12 acre tract,

THENCE with the said north line of the 0.207 acre tract, being a east line of the herein described 94.12 acre tract, S 66°06'45" W, a distance of 125.15 feet to a ½ inch iron pipe found, being the northwest corner of a 0.026 acre tract as recorded in Volume 7008, Page 89 of the Deed Records of Travis County, Texas,

THENCE with the north line of the said 0.026 acre tract, being a east line of the herein described 94.12 acre tract, the following two (2) courses:

1. S 66°17'58" W, a distance of 4.92 feet to a 5/8 inch iron rod with cap set,
2. S 66°20'46" W, a distance of 20.22 feet to a ½ inch iron rod found being the northwest corner of the said 0.026 acre tract,

THENCE with the west line of the 0.026 acre tract, being a east line of the herein described 94.12 acre tract, S 23°53'59" E, a distance of 60.06 feet to a 5/8 inch iron rod with cap set, on the south line of the said 0.026 acre tract,

THENCE with the said south line of the 0.026 acre tract, being a east line of the herein described 94.12 acre tract, N 66°12'12" E, a distance of 24.93 feet to a ½ inch iron pipe found, being the southwest corner of the said 0.207 acre tract,

THENCE with the south line of the said 0.207 acre tract, N 66°09'13" E, a distance of 125.21 feet to a ½ inch iron rod found, on the said west right of way line of Brodie Lane, being a east line of the herein described 94.12 acre tract,

THENCE again with the said west right of way line of Brodie Lane, being the said east line of the herein described 94.12 acre tract, the following four (4) courses:

1. S 23°50'32" E, a distance of 576.91 feet to a ½ inch iron rod found,
2. S 20°55'04" E, a distance of 99.91 feet to a ½ inch iron rod found,
3. S 23°50'34" E, a distance of 68.88 feet to a ½ inch iron rod found,
4. a distance of 48.18 feet with an arc of a curve to the right whose central angle is 92° 00' 44", with a radius of 30.00 feet and whose chord bears S 22° 23' 50" W, a distance of 43.16 feet to a ½ inch iron rod found, on the north right of way line of Frate Barker Road, being the south line of the herein described 94.12 acre tract,

THENCE with the north right of way line of Frate Barker Road, being the south line of the said 94.12 acre tract, the following two (2) courses:

1. S 68°03'49" W, a distance of 114.01 feet to a ½ inch iron rod found,
2. S 68°21'04" W, a distance of 1154.64 feet to a 1 inch iron pipe found, on the east right of way line of Frate Barker Road, being a west line of the herein described 94.12 acre tract,

THENCE with the said east right of way line of Frate Barker Road, being the said west line of the 94.12 acre tract, the following seven (7) courses:



1. N 55°19'46" W, a distance of 60.28 feet to a ½ inch iron pipe found.
2. N 30°25'33" W, a distance of 69.99 feet to a ½ inch iron pipe found.
3. N 09°48'24" W, a distance of 116.18 feet to a ½ inch iron pipe found.
4. N 03°14'13" W, a distance of 387.09 feet to a ½ inch iron pipe found.
5. N 23°35'57" W, a distance of 146.39 feet to a ½ inch iron rod found.
6. a distance of 209.88 feet with an arc of a curve to the left whose central angle is 200° 25' 30", with a radius of 60.00 feet and whose chord bears N 65° 17' 20" W, a distance of 118.10 feet to a ½ inch iron rod found,
7. S 87°43'07" W, a distance of 342.96 feet to a ½ inch iron rod found, on the east right of way line of Edwards Hollow Run, a street, as dedicated by the plat of Shady Hollow Estates Section Three, as recorded in Volume 85, Page 35A of the Plat Records of Travis County, Texas, being the east line of the said Shady Hollow Estates Section Three, and being a west line of the herein described 94.12 acre tract.

THENCE with the said east right of way line of Edwards Hollow Run, being the said east line of Shady Hollow Estates Section Three, the following six (6) courses:

1. N 02°41'04" W a distance of 23.15 feet to a ½ inch iron rod found.
2. a distance of 152.61 feet with an arc of a curve to the right whose central angle is 32° 23' 05", with a radius of 270.00 feet and whose chord bears N 75° 55' 20" W, a distance of 150.59 feet to a ½ inch iron rod found,
3. N 59°56'52" W, a distance of 106.56 feet to a ½ inch iron rod found.
4. a distance of 346.95 feet with an arc of a curve to the right whose central angle is 73° 37' 33", with a radius of 270.00 feet and whose chord bears N 23° 05' 03" W, a distance of 323.57 feet to a ½ inch iron rod found,
5. N 13°41'38" E, a distance of 203.62 feet to a ½ inch iron rod found,
6. a distance of 364.99 feet with an arc of a curve to the left whose central angle is 47° 01' 32", with a radius of 444.70 feet and whose chord bears N 09° 45' 16" W, a distance of 354.83 feet to the POINT OF BEGINNING and containing 95.24 acres of land.

**SAVE AND EXCEPT**

1.12 ACRES OF LAND OUT OF THE WALKER WILSON LEAGUE SURVEY NO. 2, ABST. 27 IN TRAVIS COUNTY, TEXAS, BEING THE SAME 1.12 ACRE TRACT SAVE AND EXCEPTED AS DESCRIBED IN DOC. 2001003455 OF THE OFFICIAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS, THE SAID 1.12 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod found on the west right of way line of Brodie Lane, being the southeast corner of a called 12.60 acre tract as recorded in Document No. 1999095477 in the Deed Records of Travis County Texas, from which a ½-iron rod found bears S 36°46'40" E, 588.72 feet,

THENCE, with the said west right of way of Brodie Lane, S 36°46'40" E, 299.86 feet to a point,

THENCE, leaving the said west right of way of Brodie Lane, and crossing the said herein described 94.12 acre tract, the following six (6) courses:

1. S 53°13'20" W, 50.00 feet to a 5/8-inch iron rod with cap set for the POINT OF BEGINNING of the herein described 1.12 acre tract;
2. S36° 46' 40"E, 291.40 feet to a 5/8-inch iron rod with cap set,
3. a distance of 40.40 feet with an arc of a curve to the right whose central angle is 0° 54' 47", with a radius of 2535.00 feet and whose chord bears S36° 19' 17"E, a distance of 40.40 feet to a 5/8-inch iron rod with cap set,
4. S76° 27' 54"W, 224.75 feet to a 5/8-inch iron rod with cap set,
5. N13° 32' 06"W, 305.00 feet to a 5/8-inch iron rod with cap set,
6. N76° 27' 54"E, 94.10 feet to the POINT OF BEGINNING and containing 1.12 acres of land SAVE AND EXCEPTED from the said 95.24 acre tract, leaving a Net Acreage of 94.12 acres of land.

THE STATE OF TEXAS

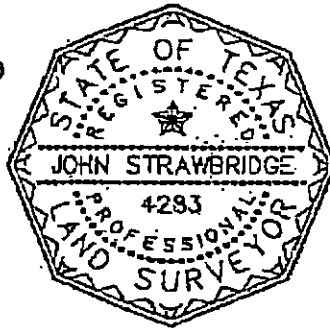
KNOW ALL MEN BY THESE PRESENTS:

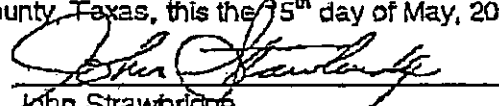
COUNTY OF TRAVIS

That I, John Strawbridge, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15<sup>th</sup> day of May, 2001 A.D.

Carter & Burgess, Inc.  
901 South Mopac Blvd., Suite 200  
Austin, Texas 78746



  
John Strawbridge  
Registered Professional Land Surveyor  
No. 4283 - State of Texas

AFTER RECORDING RETURN TO:

BLAKE BUFFINGTON  
MCCATHERN MOOTY BUFFINGTON, LLP  
1710 WEST SIXTH STREET  
AUSTIN, TX 78703

FILED AND RECORDED

OFFICE OF THE COUNTY CLERK  
COUNTY OF TRAVIS, TEXAS  
JAN 11 2011  
12:00 PM  
1710 WEST SIXTH STREET  
AUSTIN, TEXAS 78703



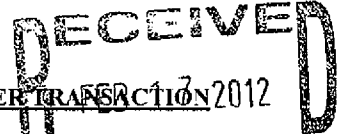
**COLLECTION POLICY**

Association Name: Barker Ranch at Shady Hollow HOA

Our collection program is comprised of two parts. Both Part A (Full Service) and Part B (al la carte) are described below:

**A. FULL SERVICE COLLECTION PROCESS INCLUDES ALL ITEMS LISTED IN PART C BELOW.**

B. The optional services and associated fees are listed in part C below. Please indicate which services you would like your program to include. Please place an X in the boxes of the services you would like to include or check the box refusing all options. If this form is not completed and returned within thirty days of contract execution, full service will be provided by default.



| <u>C. DATE SENT</u>                         | <u>SERVICE</u> | <u>COST PER TRANSACTION</u>        |
|---|----------------|------------------------------------|
| <input checked="" type="checkbox"/> 30-Days | Late Notice    | Late & Collection Fees<br>\$ 15.00 |

There will be a \$15.00 collection fee assessed to each delinquent homeowner's account for any account with an overdue balance of \$10.00 or more as of the \_\_\_\_\_ (cutoff date), as dictated by your documents.

|   |   |                                    |
|---|---|------------------------------------|
| <input checked="" type="checkbox"/> 60-Days | Demand Letter                           | Late & Collection Fees<br>\$ 15.00 |
| <input type="checkbox"/> 90-Days            | Title Search                            | \$110.00                           |
|   | Intent to report to the credit bureau   |                                    |
| <input type="checkbox"/> 120-Days           | Notification of credit bureau reporting | \$45.00                            |
| <input type="checkbox"/> 150-Days           | Attorney notification of lien filing    | \$ 170.00                          |
| <input type="checkbox"/> 180-Days           | Intent to forward to the attorney       | Late & Collection Fees<br>\$ 15.00 |
| <input type="checkbox"/> 210-Days           | Forward to attorney (foreclosure)       | \$ 47.50                           |

I would like to refuse all optional services.

Alliance reserves the right to charge delinquent owners directly a one-time set up fee and a monthly servicing fee that option to enter into the associations recorded Payment Plan.

By signing below Honorio Cabello Jr, as an authorize agent for Barker Ranch HOA, accepts the above selected options to be performed by Alliance Association Management on behalf of the association named above.

Option A. \_\_\_\_\_ Full Service  
Option B.  Partial

Honorio Cabello Jr  
Association Agent

12/22/2011  
Date Signed

State of Texas

County of Travis

This instrument was acknowledge before me on December 30, 2011, by Honero Cabello Jr, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to that he/she executed the same for the same as his own act and for the purposes and consideration therein expressed.

[SEAL]



Aricella M. Ojeda  
Notary Public Signature

**PLEASE RETURN DOCUMENT TO:**

Alliance Association Management  
115 Wild Basin Rd. #308  
Austin, TX 78746

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Feb 02, 2012 12:37 PM

2012016763

CORTEZ: \$20.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

# Barker Ranch at Shady Hollow

## Homeowners Association Board of Directors

DEC 12 2008

### RESOLUTION

WHEREAS, the Barker Ranch Board of Directors of the Barker Ranch at Shady Hollow Homeowners Association, Inc. convened a regularly scheduled meeting on March 25, 2008, at 2804 Mossback Lane, Austin, Texas 78739, and



OTHER 2008191415

2 PGS

WHEREAS, the Barker Ranch at Shady Hollow Declaration of Covenants, Covenants and Restrictions Article 3 requires the establishment of an Architectural Control Committee that, 3.1 Membership and Duties of Architectural Committee. (a) *The Architectural Committee shall be composed of not more than three (3) persons...* (b) *The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board. The Architectural Committee shall review Plans and Specifications submitted for its review and such other information as it may require relating to the question of whether any proposed Improvement would unreasonably obstruct the view from other portions of the Property. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth herein and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for inspecting any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval of any Improvement as to structural safety, engineering soundness or conformance with any building or other codes.* 3.2 Term. *Each member of the Architectural Committee shall hold office for two (2) calendar years or until such time as he has resigned or has been removed and his successor has been appointed;* and

WHEREAS, a previous Board of Directors named several members whose term expired on December 31, 2008; and

WHEREAS, Article III, Section 12, of the Bylaws of the Barker Ranch at Shady Hollow Homeowners Association, Inc. specifies that, "*The Board of Directors shall have the power at any time to change the number and members of such committee, to fill vacancies and to discharge any such committee,*" so, therefore be it

RESOLVED, that residents Melaine Woolsey and Homero Cabello and Emily Heckroth be hereby appointed to the Architectural Control Committee as specified Article III, Section 4 of the Bylaws of the Barker Ranch at Shady Hollow Homeowners Association, Inc. and serve in accordance to Article 3.1 Barker Ranch at Shady Hollow Declaration of Covenants, Covenants and Restrictions until resignation, removal, replacement or end of term. These terms will expire December 31, 2009. Furthermore, Mrs. Melaine Woolsey shall serve as chairman of said committee.

  
Gary Gemar, President

I certify that this Resolution was adopted by the Board of Directors of the Barker Ranch Homeowners Association, Inc. on March 25, 2008, at a regularly scheduled meeting of the Board of Directors.

(seal)

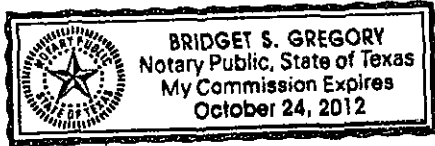
ATTEST:

  
Kevin Cooper, Secretary

State of Texas  
County of Travis

This instrument was acknowledge before me on November 24th, 2008, by Mary Heman / Kevin Cooper, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to that he/she executed the same for the same as his own act and for the purposes and consideration therein expressed.

[SEAL]



Bridget Gregory  
Notary Public Signature

PLEASE RETURN DOCUMENT TO:  
Alliance Association Management  
115 Wild Basin Rd. #308  
Austin, TX 78746  
Attention: Amanda Degollado

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2008 Nov 26 09:24 AM 2008191415

FERGUSONLL \$20.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

# Barker Ranch at Shady Hollow

## Board of Directors

### RESOLUTION

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WHEREAS, On February 21, 2008, Board Member Matthew Bowers tenured his resignation via email to Board President Gary Gemar effective upon receipt of said email; and

WHEREAS, a vacancy now exists on the Barker Ranch Homeowners Association Board of Directors; and

WHEREAS, Barker Ranch Homeowners were notified by mail on February, 21, 2008, of the vacancy and were given an opportunity to present names of candidates prior to March 15, 2008; and

WHEREAS, No residents responded in writing to the February 29, 2008, letter; and

WHEREAS, the bylaws of Barker Ranch at Shady Hollow state *Section 8. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A vacancy shall be deemed to exist by reason of the death, resignation, failure, or refusal to act by the person elected, or upon the failure of shareholders to elect directors to fill the unexpired term of directors removed in accordance with the provisions of Section 9 of this Article,*” and

WHEREAS, Nominated by Board Member Scott Stacher, Homeowner Sherri Dugan presents herself as a fully qualified member of the Barker Ranch at Shady Hollow Homeowners Association and resident of 2804 Mossback Lane within Barker Ranch, now, therefore be it

RESOLVED, that the Barker Ranch at Shady Hollow Home Owners Association, Board of Directors hereby appoint Mrs. Sherri Dugan of 2804 Mossback Lane to fill a unexpired term until the next Annual Meeting of the Board of Directors to be held in October 2008, and be it further,


RESOLVED that Mrs. Dugan serve in place 3 on the board in accordance to an amendment to bylaws concerning terms of office that was ratified by Homeowners on October 25, 2008.



OTHER 2008191416  
2 PGS

  
Gary Gemar, President

I certify that this Board Resolution was adopted by the Board of Directors of the Barker Ranch Homeowners Association on March 27, 2008.

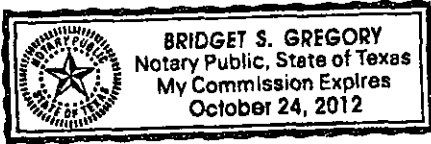
  
Kevin Cooper, Secretary



State of Texas  
County of Travis

This instrument was acknowledge before me on November 24<sup>th</sup>, 2008, by  
Gary Bremer / Kevin Cooper, known to be the person whose name is subscribed  
to the foregoing instrument and acknowledged to that he/she executed the same for the  
same as his own act and for the purposes and consideration therein expressed.

[SEAL]



Bridget Gregory  
Notary Public Signature

PLEASE RETURN DOCUMENT TO:  
Alliance Association Management  
115 Wild Basin Rd. #308  
Austin, TX 78746  
Attention: Amanda Degollado

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 Nov 26 09:24 AM 2008191416

FERGUSONLL \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT OF RULES AND REGULATIONS OF BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.

(Regarding non-monetary violations, solar energy devices, and board policies and rules)

Document reference. Reference is hereby made to the Barker Ranch at Shady Hollow Declaration of Covenants, Conditions and Restrictions, filed as Document No. 2001113596 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration"). Reference is further made to the Amendment of Rules and Regulations of Barker Ranch at Shady Hollow Homeowners Association, Inc., filed as Document No. 2011187882, and the Resolution, Collection Policy for Delinquent Accounts, filed as Document No. 2005217355, both in the Official Public Records of Travis County, Texas (cumulatively and together with all amendments thereto, the "Rules").

The Declaration provides that owners of lots subject to the Declaration are automatically made members of Barker Ranch at Shady Hollow Homeowners Association, Inc. (the "Association");

The Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 4.5(g) of the Declaration and/or State law, and has previously adopted the Rules; and

The Board has voted to adopt the additional Rules attached as Exhibits "A" through "C";

Therefore, the additional Rules attached as Exhibit "A" through "C" have been, and by these presents are, ADOPTED and APPROVED.

BARKER RANCH AT SHADY HOLLOW HOMEOWNERS ASSOCIATION, INC.

Signature: [Handwritten Signature] Connie N. Heyer, attorney and authorized agent

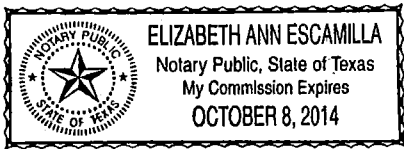
- Exhibit "A": Non-Monetary Violations
Exhibit "B": Solar Energy Devices
Exhibit "C": Board Policies and Rules

Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 16 day of November, 2013, by Connie N. Heyer in the capacity stated above.



[Handwritten Signature] Notary Public, State of Texas

## Exhibit A

### Non-Monetary Violations

*This fining procedure replaces and supersedes the procedure outlined in Declaration Article 7 §7.4 (as allowed by §7.7, in order to have the fining procedure reflect state law requirements)*

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

The management company shall, upon becoming aware of a violation(s) of the deed restrictions, send first a courtesy warning letter requesting compliance. If compliance is not achieved within 30 days of the original notice of violation in response to a courtesy letter, the management company shall send a letter certified mail, return receipt giving notice of the violation(s) in accordance with Ch. 209, Texas Property Code.

The Board may deviate from this standard procedure, including instructing the managing agent to omit or add courtesy warning(s), in its sole discretion.

- b. Damage assessment; enforcement costs. The Homeowner Association (HOA) may assess the owner's account for any damages caused by the owner, or the owner's residents, tenants, guests or invitees. The owner may be held responsible for all enforcement costs, including attorney's fees.
- c. Fines. If the violation is not cured by the deadline given in the certified mail notice described in subsection (a), a fine shall automatically levy in the amount of \$25 unless otherwise determined by the Board. Fines may be issued on a one-time basis or in the event of an ongoing violation, may be issued daily for each day of the violation. Subsequent fines shall issue in increasing \$25 increments (capped at \$500 per year) for each additional violation notice given when the violation remains. For example, absent Board approval otherwise:
- i. First notice: courtesy warning
  - ii. Second notice: certified mail letter
  - iii. Third notice: \$25 fine (daily or one-time)
  - iv. Fourth notice: \$50 fine (daily or one-time)
  - v. Fifth notice: \$75 fine (daily or one-time)
  - vi. Sixth notice: \$100 fine (daily or one-time)
  - vii. Subsequent notices: \$100 fine (daily or one-time)

The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine at any time, in its sole discretion.

- d. To the extent permitted by applicable law, the collection of the fines due shall be in accordance with any policy set by the Board for the collection of assessment dues, or as otherwise determined by the Board.
- e. Authority of agents. The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with

regard to enforcement actions, and the Board reserves the right to establish further policies with regard to enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

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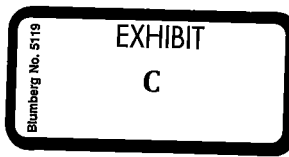
## **SOLAR ENERGY DEVICES**

- 1. Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary.
- 2. Prior Approval Required.** An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Architectural Committee. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
- 3. Definition.** In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
- 4. Prohibited Devices.** Owners may not install solar energy devices that:
  - a.** threaten the public health or safety;
  - b.** violate a law;
  - c.** are located on property owned by the Association;
  - d.** are located in an area owned in common by the members of the Association;
  - e.** are located in an area on the property Owner's property other than:
    - i.** on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    - ii.** in a fenced yard or patio owned and maintained by the Owner;
  - f.** are installed in a manner that voids material warranties;
  - g.** are installed without prior approval by the Architectural Committee; or
  - h.** substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. This determination may be made at any time, and the Architectural Committee may require removal of any device in violation of this or any other requirement.
- 5. Limitations on Roof-Mounted Devices.** If the device is mounted on the roof of the home, it must:
  - a.** extend no higher than or beyond the roofline;
  - b.** be located only on the back of the home – the side of the roof opposite the street. The Architectural Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient;
  - c.** conform to the slope of the roof, and have all top edges parallel to the roofline; and
  - d.** not have a frame or a support bracket that is any color other than silver, bronze, or black tone commonly available in the marketplace.
  - e.** visible piping or wiring must be hidden from view to the extent possible and as approved by the Architectural Review Committee.
- 6. Limitations on Devices in a Fenced Yard or Patio.** If the device is located in a fenced yard or patio, it may not be taller than the fence line.
- 7. Solar shingles.** Any solar shingles must:
  - a.** Be designed primarily to:
    - i.** be wind and hail resistant;

- ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
- iii. provide solar generation capabilities; and

**b.** When installed:

- i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
- ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
- iii. match the aesthetics of the property surrounding the Owner's property.



## BOARD POLICIES AND RULES

### A. Procurement Procedures

- Procurement is the process through which the Barker Ranch Board of Directors obtains goods and services from vendors necessary for the normal business or operation of the Barker Ranch Home Owners Association.
- If the proposed work is anticipated to have a total cost of less than \$2500, a single source may be solicited to complete the work.
- If the proposed work is between \$2500 and \$15,000, multiple proposals will be solicited from a list of suppliers/contractors. The list may come from Board members, Barker Ranch residents, the HOA's managing agent or any other source including websites, advertisements, etc.
- If the proposed work is over \$15,000, the Board must solicit 3 bids. This may be supplemented with suppliers/contractors supplied by the Board members, the HOA's managing agent or any other source including websites, advertisements, etc. In addition, a notification will be provided to Barker Ranch residents at least 30 days prior to the proposal due date.
- If a proposal is sought (services anticipated being over \$15,000), a Request for Proposals (RFP) detailing the scope of work shall be prepared and used as a basis for the proposals. This written document will be approved by majority vote of the Board of Directors.
- The Barker Ranch Board of Directors will maintain documentation of the Procurement Procedures for a period of 3 years.

### B. Board Approval Authority

- If the amount owed by the Barker Ranch Home Owner Association (HOA) is less than \$250 and is a supply or maintenance item necessary for the normal business or operation of the Association and its common property, the Board President may approve payment at his/her discretion. The Board President must report to the Board all payments authorized at the next board meeting detailing expenses and amounts of payment(s). If the amount owed by the HOA is over \$250 for a supply or maintenance item necessary for the normal business or operation of the HOA and its common property, payment must be approved by majority vote of the Board. This can be an agenda item at a regularly scheduled Board meeting or it can be approved by email.
- If the amount owed by the HOA is less than \$1000 for professional services (legal, accounting, engineering) as approved by the Board, the Board President may authorize payment.
- If the amount owed by the HOA is greater than \$1000 for professional services provided as requested by the Board or one of the Board members, the Board must authorize payment by a majority vote.
- Any other amount owed by the HOA not being a supply or maintenance items or a professional service, may be authorized up to a maximum of \$250 by the Board President. The Board President must report to the Board all payments authorized at the next board meeting detailing expenses and amounts of payment(s).

### C. Emergency Authority Limits

- An emergency would be defined as an event of series of events dictating

immediate action be taken or subsequence physical or financial damage to the HOA would continue to occur.

- If an emergency arises and an outside source is required to remedy the situation, any two Board members are authorized to approve such action providing the anticipated total cost to the HOA will not exceed \$1000 and providing notice is transmitted to the rest of the Board and its managing agent as soon as reasonably possible. If the anticipated cost to the HOA for an emergency action is over \$1000, authorization must be made by majority vote of the Board. This vote may be taken at a regularly scheduled Board meeting, a special meeting, by email or by verbal communication. If the vote is verbal, written communication must be completed as soon as it can possibly documenting the board members voting and their vote.

#### **D. Managing Agent Approval Authority Limits**

- If the amount due is set by an existing contract executed by the Board and includes no other charges, the HOA's managing agent is authorized to make payment.
- All other payments made on behalf of the HOA must be approved in accordance with Board policy prior to payment.

#### **E. Conflict of Interest**

- A conflict of interest shall mean any contract, transaction, or other action taken in the course of the HOA business that will benefit a board member or their family members above and beyond the benefit received by the entire membership of the Barker Ranch community.
- A board member may not have any interest in any contract, subcontract or agreement with respect to the activity awarded or the proceeds there under either for themselves or those with whom they have family or business ties during their tenure as a board member.
- No board member or any member of his or her immediate family or partner shall accept a gift or a reduced cost for services or products from a supplier/contractor who has submitted a proposal or is anticipated to submit a proposal for work with the HOA.
- This benefit is not limited to strictly monetary rewards (i.e. access to information for private gain).
- If a conflict of interest is known beforehand, the board member must notify the other board members when a conflict of interest arises, by stating that there is a conflict of interest and then explaining the conflict.
- The board member will remove themselves before any actions are taken (i.e. votes, discussions, etc.).
- If a conflict of interest is discovered after a board decision or action has been made, the board member must notify the rest of the board as soon as they are aware of a conflict.
- Contracts or awards entered into in violation to this policy are void and unenforceable.



## **F. Fencing/Walls**

- Each Owner has the duty, at his own cost and expense, to maintain, repair, and replace any fence situated on or appurtenant to his residential Lot, such that it remains in good, neat, and attractive condition. What constitutes good, neat and attractive condition shall be according to the sole reasonable discretion of the Board. No Owner may make a change to a fence (including changes to color, materials, height, or any other characteristics) without the approval of the Architectural Review Committee (ARC) pursuant to Article 3 of the Declaration.
- When a fence acts as a boundary fence that separates two residential Lot Owners' yards, the Owners share a joint duty to maintain, replace, and repair the fence such that it remains in good, neat, and attractive condition, and such owners are equally responsible for all costs of maintenance. Any fence separating two Owners' yards is presumed to be a boundary fence.
- If an Owner fails to maintain in good, neat, and attractive condition any fence situated on or appurtenant to his residential Lot, the Association shall have the right, but not the obligation, to, after 24 hours notice with acknowledgement from owner or occupant, enter any lot for the purpose of maintaining, repairing, or replacing the fence pursuant to Section 4.5(b) of the Declaration. The expense incurred by the Association in connection with the entry upon any lot and the maintenance, repair, or replacement work conducted thereon shall be a personal obligation of the owner(s) responsible for the maintenance of the fence, and shall be collectible in the manner described in Declaration §4.5(b).
- Notwithstanding any other language to the contrary, the Association shall maintain all stone pillars located between residential Lot and City right of way or Association common area, the entrance monuments and stone walls along Brodie Lane at Gatling Gun Lane (the stone wall adjacent to the common area on Brodie just south of Gatling Gun), and the stone wall adjacent to approximately 4 residential Lots on Brodie just north of Gatling Gun. The 4 residential lots will be required to pay the cost of a wood fence replacement and the Association will pay the difference to repair or replace the stone wall.
- No fencing higher than 6' is allowed without prior approval from the Architectural Committee, which may be granted or denied in the ARC's sole discretion. For consistency of aesthetics, all wood fences must be natural wood – no painting, staining, varnishing, or otherwise altering the natural wood appearance. No fencing is allowed in front of the front-most building line without prior ARC permission, which may be granted or denied in the ARC's sole discretion. All fence repairs or replacements must be made with the same materials and construction details (including height, color, style, and orientation of pickets) unless prior approval is received from the ARC. Iron fencing may be allowed with ARC permission, which may be granted or denied in the ARC's sole discretion.

## **G. Complaints**

- The primary method of filing a complaint made by a resident of Barker Ranch will be to contact the HOA's managing agent, one of the current HOA board members or a member of an official HOA Committee approved by the board.
- Initial contact can be verbal but all complaints must eventually be filed in writing. This can be accomplished by letter, email or on a form provided by

the Board or its managing agent.

- Any complaint will not be considered until such time as it has been submitted in writing as defined above.
- A log of all complaints will be kept by the managing agent including the date of the complaint and the date of the official response to the complaint. Both the complaint and the response will be kept on file with the managing agent for a period of three (3) years.
- When a complaint is registered, a written response will be provided to the person(s) filing the complaint. This response may be generated by its managing agent or the Board, depending on the nature of the complaint. If the response is generated by its managing agent the Board will be notified of the complaint and the proposed response.
- This policy does not include questions presented to the managing agent or the Board relating to normal activities and/or procedures of the managing agent or the Board.

**After recording, please return to:**

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



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

November 18 2013 08:55 AM

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