

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SUMMER MOUNTAIN RANCH

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

This Declaration, effective on the date of recording, made by SUMMER MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, a Texas corporation, duly authorized to conduct business in the State of Texas (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Summer Mountain Ranch is a 995.78 acre residential subdivision formerly owned, developed and marketed by PROPERTIES OF THE SOUTHWEST (hereinafter referred to as "Original Developer") which is located in Hays County, Texas, according to plats of two phases of the subdivision development Section One and Section Two, and one plat amendment as recorded in the Map Records Section of the County Clerk's Office, Hays County, Texas, after having been approved as provided by law, with the Section One Plat being recorded on the 12<sup>th</sup> day of August, 1992, in Volume 5, Page 353, the Section Two Plat being recorded on the 16<sup>th</sup> day of October, 1992, in Volume 5, Page 375 and the plat amendment being recorded on the 13<sup>th</sup> day of May, 1994, in Volume 6, Page 158 (hereinafter referred to as "Property" of the "Subdivision"); and

WHEREAS, the Association and Original Developer have satisfied all conditions required to transfer Subdivision jurisdiction to the Association and have completed such transfer, the Association now desires to continue the reservations, easements, covenants, conditions, and restrictions placed by the Original Developer upon and against the Property, while making appropriate modifications to clerical errors and equivocal language contained in the Original Developer's Declaration of Covenants, Conditions and Restrictions (herein after referred to as the Original Declaration) and, where applicable, expanding Original Declaration language interpretations and incorporating legislative changes made subsequent to transfer of jurisdiction with the intended purpose of preserving a uniform scheme of land use and development benefits for present and future owners of lots in the Subdivision;

NOW, THEREFORE, the Association declares and imposes upon Summer Mountain Ranch the following reservations, easements, covenants, conditions and restrictions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and which will run with the Property and title or interests therein, or any part thereof, and inuring to the benefit of each owner thereof.

CONTINUITY WITH ORIGINAL DECLARATION

To the extent this Declaration may conflict with the Original Declaration, this Declaration will be considered superior. All business transactions completed, agreements entered into, property development plans approved or, in general, anything approved and executed by or between the Association, its members or the Original Developer under the auspices of the Original Declaration will remain in force and unchanged by this

Declaration. Conversely, all unapproved transactions, agreements and buildings will remain unapproved. All Association activity conducted after approval of this Declaration will fall under its auspices. Any substantive conflicts between the Original and this Declaration which complicate Association business transactions, agreements or development approvals pending on the effective date of this Declaration will be resolved by the Board of Directors or Architectural Control Committee, as applicable, with all practical deference being given to the guidelines established by this Declaration.

The following documents are hereby superceded and shall be used as reference only as they pertain to Association activity conducted prior to approval of this Declaration:

1. Declaration of Covenants, Conditions and Restrictions, Section One recorded August 13, 1992, in Volumes 942, pages 310-325.
2. Declaration of Covenants, Conditions and Restrictions, Section Two recorded October 16, 1992, in Volume 953, Pages 654-670.
3. Amendment of Restrictions for Summer Mountain Ranch, Sections One and Two - recorded March 12, 1993, in Volume 981, Page 616.
4. Amendment of Restrictions for Summer Mountain Ranch, Sections One and Two - recorded August 22, 2001, in Volume 1864, Pages 579-580.
5. Resolution to Define Single Family - recorded May-10, 2002, in Volume 1995, Page 766.
6. Resolutions to Clarify Interpretations of Restrictions - recorded May 10, 2002, in Volume 1995, Pages 759-765.

## ARTICLE I

### DEFINITIONS

Section 1.01 "Association" shall mean and refer to the Summer Mountain Ranch Property Owners Association, and its successors and assigns. When legally acceptable, the full Association name may be abbreviated to "SMRPOA".

Section 1.02 "Summer Mountain Ranch" shall mean and refer to this Subdivision and any other land or development areas hereafter made subject to the jurisdiction of the Association.

Section 1.03 "Board of Directors" shall mean and refer to the Board of Directors of the Summer Mountain Ranch Property Owners Association.

Section 1.04 "Architectural Control Committee" shall mean and refer to the Architectural Control Committee of the Association, commonly shortened and referred to in this Declaration as the "ACC".

Section 1.05 "Common Area" shall mean and refer to all real property, including all improvements thereto, within the Subdivision owned by the Association for the common use and enjoyment of the owners.

Section 1.06 "Lot" shall mean and refer to any plot of land identified as a home site on the plats of the Subdivision, excluding any portions of the Common Areas or Unrestricted Reserves shown on the plats of the Subdivision, regardless of the use made of such areas. This term is used interchangeably with the term "tract".

Section 1.07 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is part of the Subdivision.

Section 1.08 "Member" shall mean and refer to every record owner or entity entitled to membership in the Association.

Section 1.09 "On-Site Waste Water Treatment Facility" shall mean and refer to facilities formerly termed "septic tanks". Such facilities are abbreviated herein as "OSWWTF".

Section 1.10 "Single Family" shall mean and refer to any number of individuals living together as a single unit in which not more than two individuals are unrelated by blood, marriage or legal adoption. This definition provided by Hays County.

Section 1.11 "Residential Dwelling" shall mean and refer to the structure on a lot in which owners conduct the majority of their daily non-employment functions such as cooking, eating, sleeping, toileting, relaxing, etc.

Section 1.12 "Building Setback Zone" shall mean and refer to territorial buffers between Subdivision lots and public property, free of development, intended to ensure an uncluttered visual appeal of the Subdivision and physical privacy of individual property owners. Specific dimensions of these zones are explained in Article III.

Section 1.13 "Permanent Residence" shall mean and refer to physical residence in the same building for a period in excess of sixty (60) cumulative days during any span of one hundred twenty (120) consecutive days.

## ARTICLE II

### RESERVATIONS EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The Plat of the Subdivision dedicates for use as such, subject to the limitations set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat or amendments to the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed which transfers ownership of said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Reserves for public use in the form of utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Hays County, Texas, are for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone lines, storm surface drainage, cable television or any other public utilities. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the

Reserves, Common Areas or lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the owners of lots affected by the request, without the joinder of any other owner, shall have the right to grant such easement on said lots without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair or maintenance of their respective facilities. No utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to fences, shrubbery, trees or any other property of the owner of the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed to any of the lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways, drainage, electric lighting, electric power, telephone or telegraph purposes and other easements hereafter granted affecting the tracts. The owners of the respective lots shall not be deemed to own pipes, wires, poles, conduits or other service lines running through their lots which are utilized for or service other lots, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of their property.

Section 2.04 Utility Easements. Utility ground and aerial easements have been dedicated in accordance with the Plat of the Subdivision and by recorded easement documents. No building shall be located over, under, upon or across any portion of any utility easement. The owner of each lot shall have the right to construct, keep and maintain concrete driveways, fences and similar improvements across any utility easement and shall be entitled to cross such easements at all times for purposes of gaining access to and from such lots, provided, however, any concrete driveway, fence or similar improvement placed upon such utility easement by the owner shall be constructed, maintained and used at owner's risk and, as such, the owner of each lot subject to said utility easement shall be responsible for any and all repairs to concrete driveways, fences and similar improvements which cross or are located upon such utility easements and repairing any damage to said improvements caused by any public utility in the course of installing, operating, maintaining, repairing or removing its facilities located within the, utility easement.

Section 2.05 Nature Trails. Nature Trails, formerly designated as Bridle Paths, are easements on, over and across Reserves A & B on the recorded Plat of the Subdivision and any amendments thereto. These easements are for the use of all owners, their families and guests for hiking, jogging, equestrian, mountain biking, nature study and related activities. No owner or other person whomsoever shall be permitted to fence or obstruct any portion of any Nature Trail. No building or other structure whatsoever shall be constructed or maintained on any part of any Nature Trail. The Nature Trails shall be maintained in as natural state as possible consistent with personal safety and their intended use. Owners may voluntarily enhance Nature Trail safety on segments adjacent to their own property through minor brush clearing and rock removal. However, no cutting of any tree, major clearing of brush or landscaping shall be done on the Nature Trails except as authorized and coordinated by the ACC. No motorized vehicle of any type, including without limitation, motorcycles, bicycles, go-carts, tractors, automobiles, All Terrain Vehicles or other motorized vehicles shall be permitted on any Nature Trail except as necessary for maintenance and repair of such areas.

## ARTICLE III

### DEVELOPMENTAL AND USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. Any structure to be used for any purpose must receive written approval from the ACC prior to being erected, altered or placed on Subdivision lots. All residential dwellings constructed in the Subdivision shall be used as single family dwellings only. The term "dwelling" does not include single or doublewide manufactured homes or trailers and they are not permitted within the Subdivision. Homes that have been prefabricated or pre-built at another location may be placed on the Property after approval of the ACC. As used herein, the term "single family" shall be construed to prohibit use of Subdivision lots for duplex houses, condominiums, townhouses or apartment houses. Only one (1) primary residential dwelling shall be erected, altered, placed or permitted to remain on anyone (1) lot or Composite Building Site, as defined in Section 3.03. All primary residential dwellings must contain at least one thousand four hundred (1400) square feet of living area, excluding porches, garages or carports and be built with new construction material. One (1) guest/servants house may be constructed provided such house must contain a minimum of five hundred (500) square feet of living area and be built after or while the primary residential dwelling is being built. Guest/servants houses shall not be used for permanent residence purposes except by no more than two (2) persons employed as bona fide servants or assisted living/medical care employees or by no more than one (1) member of the single family unit occupying the primary residential dwelling. An owner may petition the Association for the purpose of increasing the number of members of such single family units using a guest/servants house for permanent residence purposes to no more than two (2) persons. Approval of such petitions will be based on compassionate needs, relief of hardship or other compelling/practical reasons stated by the property owner and the overall intent of preserving a single family residential subdivision. All dwellings, including guest/servants houses, must be served with water and electricity and equipped with an OSWWTF or other sewage disposal systems meeting all applicable laws, rules, standards and specifications. Garages, work shops, barns and other outbuildings may be constructed on a lot prior to the primary residential dwelling being built so long as they are of good construction, kept in good repair and are not used for an permanent or temporary residential purposes including weekend or vacation lodging. A camper or recreational vehicle, actively being used for recreational purposes only, may be kept on Subdivision lots for no longer than fourteen (14) consecutive days out of a thirty (30) day period without the express written consent of the ACC. Lot 1 is the only Subdivision lot approved for commercial purposes. No junkyard, pipe yard, wrecking yard, auto sales or other similar business activity shall be allowed on Lot 1. No machine parts, appliances or any other such materials are allowed on Lot 1 without being enclosed in a work shop, storage building or garage. All Subdivision property is located on the recharge zone of the Edwards Aquifer. Residential lots larger than five (5) acres are not regulated by any water pollution abatement plan. If Subdivision lots are subdivided and become less than five (5) acres or if a Subdivision lot is used for commercial purposes, regardless of size, such lots will be subject to the requirements of the Edwards Aquifer Authority's water pollution abatement plan.

Section 3.02 Construction Time Limitations. Construction activity related to structures of any type or for any purpose on any Subdivision lot shall be completed as to exterior finish, including roofing, doors, windows, siding, trim and paint within six (6) months from

the commencement of construction. All construction equipment and trash shall be cleared from the lot or be appropriately stored immediately upon exterior construction completion.

Section 3.03 Composite Building Site. With prior ACC written approval, an owner of two (2) adjoining lots or portions thereof may consolidate such lots or portions thereof into one (1) building site with the privilege of placing or constructing improvements on the resulting larger site. In such case the building setback zone shall be measured from resulting side and rear property lines and disregarding original lot property lines between the two lots or portions thereof as indicated on the plat. All matters pertaining to easements established on original plats and associated with such property dividing lines are specifically to be resolved by the lot owners and the respective utility or drainage management entities that have been granted such easements. If, for any reason whatsoever, an owner subsequently elects to dissolve an established Composite Building Site, both lots or portions thereof involved, shall be returned to their original status so as to restore validation of all original lot property lines as indicated on their respective plats. Such action will require full recognition of any and all building setback zones, as defined in Section 3.04, on both lots or portions thereof. Any and all improvements placed within original building setback zones of either or both original lots or portions thereof shall be demolished or displaced. Alternatively, a surveyed replat approved by the Hays County Commissioners Court and with accompanying recorded plat changes, copies of which shall be provided to the Association free of charge, shall be performed to alter the original property dividing line between the two lots or portions thereof so as to establish compliance with any and all building setback requirements as defined in Section 3.04. All expenses of such dissolution of the Composite Building Site and its return to two separate and distinct lots or portions thereof shall be borne by the owners involved. The Association shall bear no expense whatsoever in such endeavors and is expressly relieved of any liability whatsoever in enforcing provisions of this Section.

Section 3.04 Location of Improvements on Lots. With a singular exception explained in Section 3.05 below, no structure of any kind or intended for any purpose including without limitation, dwellings, garages, carports, well houses, barns, stables, work shops, kennels, large o' houses, tree houses, play houses, potting sheds, nurseries, swimming pools, hobby shops shall be located on any lot nearer than fifty (50) feet from side or rear property lines, nearer than one hundred (100) feet from property lines adjacent to any public road. Owners who elect to locate structures in any natural flood plain as may be indicated on the plat do so at their own risk and the Association shall not be held liable in any way whatsoever for any damage to such structures regardless of ACC building approval or otherwise. Flood plain management and policy enforcement are functions of Hays County. Unless otherwise approved by the ACC due to lot size, configuration or topography, outbuildings of any type with any exterior foundation dimension larger than twenty (20) feet, containing in excess of four hundred (400) square feet or with elevations in excess of twenty (20) feet shall be located no nearer than two hundred (200) feet from any property line adjacent to any public road or no nearer to a property line adjacent to any public road than the primary residential dwelling, whichever distance is the shortest. The ACC, at its sale discretion, may approve a variance of any setback zone distance if a variance is necessary to permit effective utilization of a lot. Any such variance must be in writing and recorded in the Official Public Records of Hays County, Texas.

Section 3.05 Water Wellhead Protective Shelters. With prior ACC written approval, small shelters to protect water wellhead pipes shall be allowed anywhere inside individual lot property lines. These water wellhead shelters shall be limited to three (3) , feet in any horizontal or vertical dimension and will not be approved for placement where they might affect or detract from the privacy of neighboring lots. Such shelters are to protect water wellhead pipes onl y and shall be no larger than necessary to protect the pipes, specifically excluding any reservoir/pressure tank associated with the water supply system.

Section 3.06 Use of Structures. No buildings of any kind shall be used for residential purposes except buildings approved for such use by the ACC. ACC approval of a building development plan assumes the building will be used for its approved purpose whether specifically noted on the approval or not. Significant changes in the use or purpose submitted on a n approved building plan shall require a written change request to and approval from the ACC after appropriate consultation with the Board of Directors. A camper or recreational vehicle, located so as to comply with the building setback requirements define d in Section 3.04" may be used as a temporary residence on a lot during the active construction phase of a residential dwelling for a period of not more than six (6) months. 'Such campers or recreational vehicles must be serviced by an approved OSWWTF. Upo n completion of the dwelling construction or at the end of the six (6) month allowance period, whichever occurs first, the campers or recreational vehicles may be stored on a lot. All campers and recreational vehicles shall be considered as outbuildings wh en stored on a lot and located on the lot as described in Section 3.04 above. They may not be used as a temporary or permanent residence.

Section 3.07 Walls and Fences. Walls and fences are allowed after approval of the ACC. Walls and fences shall not extend beyond lot property lines as indicated on the plat. Wire, wooden, split rail, pipe, plastic, electric and barbed wire fences are permitted. Fences constructed of concertina or razor wire or other such material that creates or may create a safety hazard to persons or animals are not permitted in the Subdivision. Fence or wall colors shall not detract from the visual appeal of the Subdivision. Fences or walls shall not be constructed to extraordinary heights that serve no practical purpose.

Section 3.08 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residential purposes unless the activity meets all of the following criteria: (a) no additional exterior signs of activity are created, (b) no additional traffic is created that would not normally be there and (c) nothing dangerous is present or created by the activity. Home offices are allowed so long as they meet the requirements of (a), (b) and (c) above. This restriction is waived in regard to the customary sales activities required to sell homes or lots in the Subdivision. No noxious or offensive activity shall be allowed upon any lot or shall anything be allowed thereon which may be or become an annoyance or n uisance to the neighborhood. The discharge or use of firearms using gunpowder is expressly prohibited unless an extreme life-or-death or self defense situation exists at the time of ' firearm usage. The Association shall have the sole and absolute discreti on in determining what constitutes a nuisance, annoyance or offensive activity.

Section 3.09 Garbage and Trash Disposal. Garbage and trash or other refuse shall not be allowed to accumulate or dumped at any place upon Subdivision property where a nuisance to any owner is or may be created. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other refuse shall be kept in sanitary

containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All expenses, including legal costs, incurred by the Association in the process of enforcing provisions of this Section shall be reimbursed by the property owner. Such charges are secured by the vendor's lien provided for in Section 6.05 below. For purposes of this Section, the normal debris resulting from tree ageing/trimming, brush clearing and other land management activities shall not be considered as trash, garbage or refuse provided it not mixed with household or other inappropriate wastes. In the interest of maintaining the visual appeal of the Subdivision, owners are encouraged to dispose of such naturally occurring debris as soon as practicable.

Section 3.10 Junk Prohibition. No property shall be used as a depository for abandoned or junked motor vehicles. Neither junk of any kind or character nor dilapidated structures or buildings of any kind or character shall be kept on any lot.

Section 3.11 Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any property without the written consent of the ACC except (a) one (1) professionally made sign not more than forty eight inches (48") on any side, advertising a lot for sale or rent, (b) one (1) sign identifying the property owner's name and/or address, or (c) conservatively sized signs announcing security system or trespassing issues. Construction company signs of appropriate size and design are temporarily allowed on lots during construction activities but such signs will be removed immediately upon completion of construction or when the signs no longer serve a construction purpose. All expenses, including legal costs, incurred by the Association in the process of enforcing provisions of this Section shall be reimbursed by the property owner. Such charges are secured by the vendor's lien provided for in Section 6.05 below. "

Section 3.12 Animal Husbandry. No types of swine, fowl or wild animals shall be kept or raised on any Subdivision lot under any circumstances or programs. Dogs, cats and other common household pets may be kept or raised on Subdivision lots. Except for the above limitations, any combination of other domesticated animals may be kept or raised on Subdivision lots provided the total number of such animals does not exceed one (1) animal per acre of lot size. Under the above conditions, 4-H school sponsored animal husbandry programs are allowed on Subdivision lots. No animals, domestic or household, shall be allowed to run loose in the Subdivision and shall be confined to their owner's property by fencing, kennels, runs or other suitable means. No animals may be kept on Subdivision lots that pose a safety threat to persons or other properly confined animals. All animals shall be vaccinated according to State requirements and registered according to Hays County statutes. Subdivision leash requirements are the same as established by Hays County.

Section 3.13 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any property. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any property.

Section 3.14 Drainage. Established drainage patterns of streets, lots or roadway ditches shall not be impaired by any person or persons. Driveway culverts must be installed when necessary to comply with this requirement and will be of sufficient size to afford proper drainage of ditches without backing water up into ditches or diverting flow.

Drainage culvert requirements and installations are subject to monitor by the ACC and enforcement by Hays County.

## ARTICLE IV

### ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic control. No building or other improvements of any character or for any purpose shall be erected or placed, or the erection or placing thereof commenced, or other than minor changes be made in the design or exterior appearance thereof, or any addition or exterior alteration be made thereto after original construction, or demolition/destruction by voluntary action be made thereto after original construction on any lot in the Subdivision until obtaining written approval from the ACC of construction plans and specifications for the construction/alteration of such improvements or demolition/destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on compliance with the provisions of this Declaration. Each application made to the ACC shall be accompanied by two (2) sets of plans and specifications for all proposed construction, initial or alteration, to be done, including plot plans showing location on the lot. Additionally, all plans submitted for approval of the ACC shall be accompanied by a written statement from the applicant that they either (a) possess a copy of this Declaration or (b) do not possess a copy of this Declaration and are requesting such a copy be forwarded to them. The ACC shall ensure the applicant receives a copy of this Declaration if so requested. Final ACC approval of plans shall be delayed, without the automatic consequences established by Section 4.03 below, until an applicant validates possession of this Declaration.

Section 4.02 Architectural Control Committee. The sole authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Committee (ACC) which shall be composed of at least three (3) members of the Association. Members of the ACC shall be appointed to serve the Association by the Association's Board of Directors. The ACC shall be a permanently standing committee of the Association.

Section 4.03 Effect of Inaction. Approval or disapproval of architectural control matters as set forth in the receding provisions of this Declaration shall be in writing. Except for building setback requirements defined in Section 3.04, if the ACC fails to approve or disapprove in writing any plans, specifications or plot plans received by it in compliance with the preceding provisions within thirty (30) days following the postmarked date or the witnessed date of receipt of such submissions, such plans, specification or plot plans shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans, specifications and plot plans and all of the other terms and provisions hereof. The failure of the ACC to provide written approval or disapproval within thirty days does not approve building development within the setback zones defined in Section 3.04. Dates of written ACC approval or disapproval dates shall be recognized as the postmarked date or witnessed receipt thereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval, whether in writing or by lapse of time, shall constitute only an expression of opinion by the ACC that the terms and provisions of this Declaration shall be complied with if the building and/or other improvements are erected in accordance with said plans, specifications or plot

plans. Such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or other improvements are not constructed in accordance with approved plans, specifications or plot plans, but, nevertheless, fail to comply with the provisions of this Declaration. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

Section 4.05 Variance. The ACC may authorize variances from compliance with any construction or lot development provisions of the Declaration, or minimum acceptable construction standards, or regulations and requirements as promulgated from time to time by the ACC when circumstances such as topography, natural obstructions, tract configuration, tract size, hardship, aesthetic or environmental considerations may require a variance to ensure effective use of lots. The ACC, at its sole discretion, may grant variances as to building setback lines, minimum square footage of residential dwellings and other items affecting architectural development on a lot. Variances must be evidenced in writing and shall become effective when signed by a majority of the members of the ACC. If a variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect only to the specific matter for which the variance is granted. Additionally, the granting of any variance shall not effect in any way the owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

## ARTICLE V

### SUMMER MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. Every record owner or entity which is a record owner of any lot subject to the Maintenance Charge and other assessments provided herein shall be a member of the Association. The foregoing does not include persons or entities holding an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the ownership of lots. Ownership of a lot shall be the sole qualification for membership. Regardless of the number of record owners of any lot there shall be but one voting membership for each lot. Specifically, each lot shall have only one (1) vote in Association matters. The voting rights of members are set forth in the Association Bylaws.

Section 5.02 Nonprofit Corporation. Summer Mountain Ranch Property Owners Association, Inc., a nonprofit corporation, shall be governed by the Articles of Incorporation and Bylaws of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association are vested in said corporation.

Section 5.03 Bylaws. The Association has adopted Bylaws to govern the organization and operation of the Association. Such Bylaws shall not conflict with or detract from the terms and provisions of this Declaration.

Section 5.04 Owner's Right of Enjoyment. Every owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association, with respect to the Common Areas, to limit the number of guests of owners;
- (b) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities;
- (c) the right of the Association to suspend a member's voting rights and/or a member's right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against such member's lot remains unpaid;
- (d) the right of the Association to suspend a member's voting rights and/or a member's right to use any recreational facilities within the Common Areas, after notice and hearing by the Board of Directors, for the infraction or violation by such member of this Declaration or the rules and regulations, as hereinafter defined. Such suspension shall continue for the duration of an infraction or violation and may be continued for a period not to exceed sixty (60) days following the cessation or curing of the infraction or violation.

## ARTICLE VI

### MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each owner accepting a deed to a lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay the Association an annual Maintenance Charge and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the lots and shall be a continuing lien upon the lots against which such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge. The Maintenance Charge shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided. Maintenance Charges shall be paid by the owners of each lot to the Association. The Maintenance Charge for the year of purchase shall be pro-rated at closing and then shall be due for payment annually, in advance, on the first day of January of each calendar year. The long term goal of the Association is to establish a uniform "one lot - one Maintenance Charge - one vote" system while avoiding changing Maintenance Charges assessments for lots purchased under the auspices of the Original Declaration. Therefore, the Maintenance Charge assessments shall be calculated and levied based on the date of purchase closing transactions for lots as follows:

- (a) All Subdivision lots having purchase closing transaction dates prior to the effective date of this Declaration shall be assessed an annual Maintenance Charge for one (1) lot, however, owners of multiple lots shall be required to pay a maximum of twice the assessment for one (1) lot regardless of how many lots are owned. Owners shall be allowed one (1) vote in Association voting matters for each lot owned regardless of the amount of annual Maintenance Charge

paid. Owners of lots who have elected to form a Composite Building Site, per Section 3.02, shall be assessed an annual Maintenance Charge equal, and prorated if applicable, to such charge for one (1) lot beginning on the date of residential dwelling construction completion.

- (b) All Subdivision lots having purchase closing transaction dates after the effective date of this Declaration shall be assessed an annual Maintenance Charge for each lot. Owners of multiple lots shall be allowed one (1) vote in Association voting matters for each lot owned.

Section 6.03 Maintenance Charge Enforcement. Any Maintenance Charge not paid prior to the end of the month of January of any calendar year shall bear interest from the due date at the lesser rate of eighteen percent (18%) per annum or the maximum rate permitted by law. The Association may bring an action at law against the owner personally obligated to pay the Maintenance Charge or foreclose the hereinafter described lien against the owner's lot. No owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by owners of the lots or by abandonment of such lots.

Section 6.04 Changes in Maintenance Charges. All matters related to the collection of Maintenance Charges and the expenditures or administration of the Maintenance Fund shall be determined by the Board of Directors, subject to the provisions stated herein. The Association shall have the right at any time to alter or adjust Maintenance Charges. The Board of Directors shall determine and recommend exact alterations in Maintenance Charges as deemed proper to meet the reasonable operation expenses and reserve requirements of the Association in order for the Association to carry out its duties. The recommended alterations to Maintenance Charges will require a majority vote of approval of all Association members prior to implementation.

Section 6.05 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge and other charges and assessments hereby levied, a vendor's lien for benefit of the Association was reserved in the deed from the Original Developer to the purchaser of each lot or portion thereof. This lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charges and other charges and assessments hereby levied, each owner, by accepting a deed to a lot in the Subdivision, grants to the Association a contractual lien on such lot which may be foreclosed by non-judicial foreclosure and pursuant to the provisions of Section 51.002 et seq. and Chapter 209 of the Texas Property Code (hereinafter referred to as "the Code") and any successor statute as revised from time to time. Whenever it proceeds with non-judicial foreclosure, the Association shall designate a Trustee in writing. The Trustee will mail or cause to be mailed all notices of the foreclosure sale required by the Code, conduct the foreclosure sale and execute all postings and any applicable notice required by the Code after the foreclosure occurs. The Trustee may be changed at any time or from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Hays County, Texas. Out of the proceeds of such sale there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable Trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to the defaulting owner unless payment is

otherwise provided by law. Following any such foreclosure, and any applicable period for redemption, all persons in possession of the foreclosed property shall be deemed to be tenants at sufferance subject to removal from possession by any and all lawful means, including a judgement for possession in an action of forcible detainer and the issuance of a writ of possession thereunder. It is the intent of this Section to comply with Section 51.002 et seq. and Chapter 209 of the Texas Property Code as they may be amended from time to time. If there is any conflict between this Section and the Code, the provisions of the Code shall apply.

Section 6.06 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge, or other charges and assessments, levied hereunder, the Association may file a claim or lien against the lot or the delinquent owner by recording a Notice of Lien setting forth (a) the amount of the claim of delinquency, (b) the interest and costs on the amount of the claim of delinquency, (c) the interest and costs of collection which have accrued thereon, (d) the legal description and any existing street address of the lot against which the lien is claimed and (e) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 6.07 Liens Subordinate to Mortgages. The liens described in this Article and the superior title herein reserved shall be doomed subordinate to a first lien or other liens, including home equity loan liens, of any bank, insurance company, savings and loan association, university pension and profit sharing trusts or plans or a bona fide third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any lot or any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a lot who obtains title to such lot pursuant to the remedies provided in the Deed of Trust, mortgage or by non-judicial foreclosure shall take title to the lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such lot which accrued prior to the time such mortgage holder acquired title to the lot. No such sale or transfer shall relieve a mortgage holder acquiring title to a lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from a lien thereby generated. Any other sale or transfer of a lot shall not affect an Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advanced written notice of the Association's proposed foreclosure of any lien described above in this Article. The written notice shall be sent to the nearest office of such mortgagee through the United States Postal Service by postage prepaid, registered or certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article.

Section 6.08 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Association shall be used exclusively for the purpose of promoting the recreation,

health, safety and welfare of Subdivision lot owners. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes

and the performance of the Association's duties described in Article VII, including the maintenance of the Common Areas, any drainage easements and the establishment and maintenance of a reserve fund for maintenance of the Common Areas and drainage easements. The Maintenance Fund may be expended by the Association for any purpose which, in the judgment of the Board of Directors, will tend to maintain Subdivision property values, including providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, and replacement and maintenance of the Common Areas as may from time to time be authorized by the Board of Directors. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Association's Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith and in conformity with this Declaration.

Section 6.09 Exempt Property. No Subdivision lot with improvements thereon which are used for any dwelling purposes shall be exempt from said Maintenance Charges. However, the following Subdivision property shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all land areas dedicated to and accepted by a local public authority, (b) the Common Areas, and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas.

Section 6.10 Administration of Maintenance Fund. The collection of the Maintenance Charge or other charges or assessments levied hereunder and the management of the Maintenance Fund thereby formed shall be performed by the Association. The Association shall maintain special accounts for these funds and owners shall be provided at least annual status reports on the Maintenance Fund.

## ARTICLE VII

### DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 7.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the owners. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers, and subject to the provisions of the Association Bylaws, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the owners, to maintain, improve or enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 7.02 Duty to Manage and Care for the Common Areas. The Association shall manage, operate, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the members. The duty to manage, operate and maintain the Common Areas shall include, but not be limited to

the following: (a) establishment, operation and maintenance of a security system, if any, for the Subdivision, (b) landscaping maintenance and repair of the Nature Trails, and (c) management, maintenance and repair of the Subdivision entrances and other Common Areas.

Section 7.03 Duty to Acquire Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 7.04 Duty to Prepare Budgets. The Association shall prepare Association budgets which shall include a reserve fund for the purpose of guaranteeing the Association's performance of all obligations.

Section 7.05 Duty to Levy and Collect Maintenance Charges. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 7.06 Duty to Provide Annual Review. The Association shall provide for an annual independent review of the accounts of the Association performed by at least two (2) members of the Association who are not members of the Board of Directors or the ACC. Results will be independently reported to the members at the Association's annual owners meeting and to the Board of Directors at their meeting immediately prior to the annual owners meeting. Copies of the review shall be made available to any member who requests a copy upon payment by such member of the reasonable cost of copying.

Section 7.07 Duty with Respect to Architectural Approvals. The Association shall perform functions to assist the ACC as provided in Article IV of this Declaration. Assistance to the ACC shall include, but not be limited to, funding, interpretive opinions or any other assistance the ACC may request in order to carry out its duties.

Section 7.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property, including leases, for the common benefit of owners including improvements and personal property. The Association may construct improvements on the property and may demolish existing improvements.

Section 7.09 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations, fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas and the use of any other property, facilities or improvements owned or operated by the Association.

Section 7.10 Power to Enforce Restrictions and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and the rules and regulations and shall take such actions as the Board of Directors deems necessary or desirable to cause compliance by each owner. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the rules and regulations of the Association by any one or more of the following means: (a) by entry upon property within the Subdivision after notice and hearing, unless a bona fide emergency exists in which event this right of

entry may be exercised without any notice to the owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the owner or any other person, without liability by the Association to the owner thereof, for the purpose of enforcement of this Declaration or the rules and regulations, (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the rules and regulations, (c) by exclusion, after notice and hearing, of any member from the use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or the rules and regulations by such member, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues, (d) by suspension, after notice and hearing, of the voting rights of a member during and up to sixty (60) days following any breach by such member of a provision of this Declaration or the rules and regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues, (e) by levying and collecting, after notice and hearing, an assessment against any member for breach of this Declaration or the rules and regulations by such member in order to reimburse the Association for the costs incurred by the Association in connection with such breach, (f) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the rules and regulations of the Association, from any member for breach of this Declaration or the rules and regulations by such member, and (g) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating member, plus attorney's fees incurred by the Association with respect to exercising such remedy. Before the Board of Directors may invoke the remedies provided above in this Section, it shall give registered notice of alleged violations to an owner and shall afford the owner a hearing. If, after the hearing, a violation is found to exist, the Board of Directors right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association or any owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 7.11 Power to Grant Easements. In addition to any blanket easements described in this declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over and under the Common Areas. Additionally, the Association shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under lots provided that such easements do not unreasonably interfere with the rights of the owners of such lots and, where ordinarily appropriate, such owners are reasonably compensated by the entity granted such easements.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 8.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each unless it is amended in accordance with Section 8.02 below.

Section 8.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of owners entitled to cast not less than two-thirds (2/3rds) of the votes of all the owners. If the Declaration is amended by a written instrument signed by those owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the owners, such amendment must be approved by said owners within three hundred sixty-five (365) days of the date the first owner approves, by signature, such amendment. The date an owner's signature is acknowledged shall constitute prima facie evidence of the date of approval of said amendment by such owner. Those owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the owners may also vote to amend this Declaration, in person or by proxy, at a meeting of the owners duly called for such purpose, written notice of which shall be given to all owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum for purposes of such meeting, shall consist of not less than seventy percent (70%) of all the owners, in person or by proxy, entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Hays County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of owners approved, by signature, the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Written instruments or ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment.

Section 8.03 Severability. Each provision of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 8.04 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 8.05 Successors and Assigns. The provisions of this Declaration shall be binding upon and inure to the benefit of the owners, the Association and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 8.06 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed on record or otherwise affecting the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust. Any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 8.07 Veteran Purchaser Partial Release. Notwithstanding anything contained in this Declaration to the contrary, a qualified U.S. veteran purchaser of a lot shall be entitled to have one (1) acre of such lot released from the Veterans Land Board for a home site. This action shall not be construed as a violation of the above restrictive covenants.

Section 8.08 Terminology. All personal pronouns used in this Declaration, and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender,

shall include all other genders. A singular wording use shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", hereof", and similar terms, as used in this Declaration, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear.

The undersigned members of the Summer Mountain Ranch Property Owners Association (SMRPOA) Board of Directors certify that a vote was conducted in accordance with Section 9.02 of the Summer Mountain Ranch Declaration of Covenants, Conditions and Restrictions, dated August 13, 1992. The above document was approved to replace said Declaration by two-thirds (2/3rds) of all property owners by signature on a written agreement within a three hundred sixty-five (365) day period.

SMRPOA BOARD OF DIRECTORS:

Rolando Garza, President

Leonard Hardy, Vice President

Mario Gonzales, Vice President

Phyllis Gunn, Treasurer

Jan Henderson, Secretary

The Summer Mountain Ranch Declaration, dated August 13, 1992, is hereby replaced in its entirety by the above document. Executed this 15<sup>th</sup> day of October, 2004.

Rolando Garza, President, SMRPOA

STATE OF TEXAS

COUNTY OF HAYS

This instrument s acknowledged before me on this 15<sup>th</sup> day of October, 2004, by Rolando Garza, President of Summer Mountain Ranch Property Owners Association, a Texas Corporation, on behalf of said Corporation.

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10/15/2004

**NOTE: Signatures and Notary stamp have been removed from this copy for clarity.**

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
SUMMER MOUNTAIN RANCH DATED OCTOBER 15, 2004**

THE STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HAYS \*

THAT, WHEREAS, Section One and Section Two of SUMMER MOUNTAIN RANCH, subdivisions in Hays County, Texas (hereinafter sometimes referred to collectively as "Summer Mountain Ranch"), have restrictions imposed upon them, as set out in Volume 2561, Pages 765-782 of the Official Public Records of Real Property of Hays County, Texas (hereinafter referred to collectively as the "October 15, 2004 Revised Restrictions"); and

WHEREAS, not less than two-thirds (2/3rds) of lot owners entitled to cast ballots have approved, by signature, the instrument amending the October 15, 2004 Revised Restrictions as set forth below;

NOW, THEREFORE, regardless of anything contained in the October 15, 2004 Revised Restrictions to the contrary, they are hereby amended pursuant to Section 8.02 as follows:

1. Section 1.06 "Lot" shall mean and refer to any plot of land on the plats of the Subdivision, excluding any portions of the Common Areas or Unrestricted Reserves shown on the plats of the Subdivision, regardless of the use made of such areas. This term is used interchangeably with the term "tract". No lot shall be smaller than five (5) acres in size. (This definition does not nullify any of the provisions of Section 3.03.)
2. Section 3.11 First sentence: No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any property without the written consent of the ACC except one each of (a) one (1) professionally made sign not more than forty-eight (48") on any side, advertising a lot for sale or rent, (b) one (1) sign identifying the property owner's name and/or address, and (c) one (1) conservatively sized sign announcing security system or trespassing issues not to exceed twenty-four (24") in any dimension. Reflective house numbers designed to increase visibility and access by emergency vehicles are excluded from these restrictions.

3. Section 3.12 Add the following after the third sentence: Newborns are considered adults when they are weaned.

Except as amended hereby, the October IS, 2004 Revised Restrictions are hereby ratified and confirmed in their entirety.

EXECUTED this 4th day of April, 2007.  
SMRPOA BOARD OF DIRECTORS:

**NOTE: Signatures and Notary stamp  
have been removed from this copy  
for clarity.**

The Summer Mountain Ranch October 15,2004 Revised Restrictions is hereby amended as set forth above. Executed this 4th day of April . 2007.

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 4th day of April 2007, 2007, by Dale Stevens-Gandy, President of Summer Mountain Ranch Property Owners Association, a Texas Corporation, on behalf of said Corporation.

GLORIA C. IBARRA Notary Public, State of Texas My Commission Expires July 22, 2008  
Notary Public, State of Texas

filed for Record in:  
Hays County  
On: Apr 09,2007 at 02:40P  
Document Number: 70010060  
Amount: 20.00  
Receipt Number - 168448  
By,  
**Rose Robinson**, Deputy  
Linda C. Fritsche, County Clerk  
Hays County