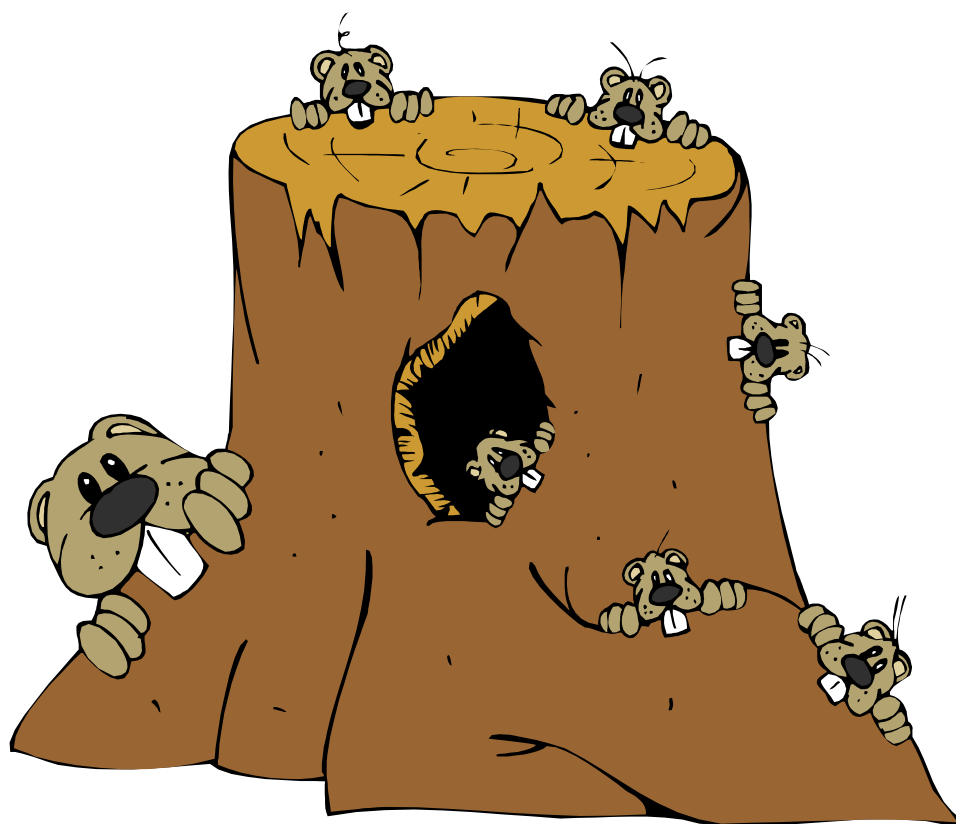


# WELCOME



# BEAVER CREEK

On behalf of the members of the Beaver Creek community and the Beaver Creek Architectural Control Committee, we would like to welcome you to the Beaver Creek neighborhood. Beaver Creek has existed as a development since the early 1970's, and was originally mostly vacation and week-end getaway property, with a few permanent residents. Most of the lots are between ½ and 2 acres in size, with a few larger parcels, and in many instances people have bought multiple lots in order to have larger parcels of land. Over the years many have established permanent residences in Beaver Creek, and there are approximately 200 residences at the present time. Included with this letter are references to some of the services available for residents of the neighborhood. There are many sources for service contract numbers, and the numbers included with this welcome packet are just a few suggestions of services that have been used by residents of the neighborhood. By including them here, Beaver Creek Land Owners Inc. is not recommending one over the other. Other available sources are word of mouth from neighbors, newspapers, the telephone book, and the free weekly newspapers that are frequently found in convenience stores and fast food restaurants.

**Beaver Creek land owners are required to pay a yearly maintenance fee** which is used to cover operating expenses pertaining to Beaver Creek Land Owners, Inc. the official governing body of the Beaver Creek neighborhood. Beaver Creek Land Owners, Inc. consists of every property owner, and is headed by a five member board of directors. This board of directors is responsible for the operation of the land owners association, and entrusted with making financial decisions regarding the operation of the association. The board members are elected by the property owners and are accountable to them.

**Residents of the Beaver Creek community are governed through bylaws and deed restrictions** which have been established by Beaver Creek Land Owners, Inc. These covenants are intended to preserve property values within the neighborhood by establishing minimum standards for construction and prohibiting activities which could lead to deterioration of property values. These documents are binding upon all residents and land owners within the Beaver Creek neighborhood and are enforceable through various legal means. If you do not possess a copy of the bylaws and deed restrictions pertaining to the neighborhood, please contact the Beaver Creek Land Owners, Inc. office or a member of the Architectural Control Committee and ask for a copy.

Working in conjunction with the bylaws and deed restrictions is the Beaver Creek Architectural Control Committee. This committee consists of a group of Beaver Creek property owners who have taken up the challenge of helping to maintain the standards set forth in these documents. In addition to watching for current violations of the restrictions, they are a contact point for questions and advice on the neighborhood and surrounding area. The Beaver Creek land Owners, Inc. office can answer any questions that you may have regarding the neighborhood, or refer you to someone who can.

Beaver Creek Land Owners, Inc. office - 979-272-3625  
541 Post Office St Unit 170  
Caldwell, Tx 77836  
Email – bcloinc@gmail.com

**Any new above ground construction within the Beaver Creek neighborhood must be approved by the Architectural Control Committee prior to beginning construction.** This includes adding onto an existing structure, as well as moving in a trailer house or modular home. In order to expedite this process a 'Request for Property Improvement' form must be submitted to the committee before starting the new construction. This request form will spell out in detail the steps that must be followed in order to have new construction approved. The purpose of this approval process is to verify that the construction conforms to the conditions as set forth in the bylaws and restrictions of the Beaver Creek neighborhood, and failure to follow this process may result in legal action to enforce compliance.

➤ **Selection of suggested well drillers**

- *Brien Water Wells – Hearne – 272-2427*
- *Siegert Water Wells – Bryan – 822-1844*
- *Loehr Drilling Co – Burleson County only – 979-272-8665*

All permanent residences in the Beaver Creek development must have a water source. At this time there is no community water available, so the usual method is to have a well drilled at the residence. A permit is required before drilling a water well in Burleson County. Permits are obtained from the Post Oak Savannah Groundwater Conservation District (POSGCD) – 512-455-9900. An existing well must be registered with the POSGCD, and if you are moving onto property with an existing well, you should contact them to make sure it is registered. More information can be obtained through their web site at [www.posgcd.org](http://www.posgcd.org) or by phone.

➤ **Selection of suggested septic installers**

- *County Septic Inspector – 567-2323 – Burleson County Environmental Compliance officer*

[http://www.co.burleson.tx.us/index.php?page\\_name=Septic+System+Permits+and+Environmental+Complaints&page\\_id=70&id=2](http://www.co.burleson.tx.us/index.php?page_name=Septic+System+Permits+and+Environmental+Complaints&page_id=70&id=2)

- *Texas Jet Systems – Iola – 936-394-2507*
- *Texas Septic – 866-329-2517*

All permanent residences in the Beaver Creek development must have a state approved septic system installed. This requires having approved design plans drawn up and submitted to the county inspector, and getting a permit from the inspector. Upon completion of the septic installation the inspector must then approve the final installation. Failure to have an approved septic system installed, or having a poorly maintained/non-functional existing system, will result in action by the county health department.

➤ **Contact numbers and options for internet access and satellite/cable companies**

- *Direct TV – 936-870-5205*
- *Texas Broadband – 979-289-0140*
- *Dish Network – 691-2345*
- *Zochnet- 877-866-7770*

➤ **Electricity**

- *Bluebonnet Electric Co-op – Brenham – 1-800-842-7708*

➤ **Contact Information and Hours of the BCLO office.**

- *Office hours: 2<sup>nd</sup> and 4<sup>th</sup> Wednesday and Saturday of each month 4-7pm. Phone 979-272-3625*

The Beaver Creek Land Owners, Inc. has an office located within the Beaver Creek neighborhood. This office is located in the fire house building, next to Mallard Lake. The office door is marked with the office hours and the BCLO email address. This office is a valuable resource for information pertaining to the Beaver Creek neighborhood.

➤ **Neighborhood Amenities**

There are a number of landowner facilities available within the neighborhood. These include the garbage dumpster, the BCLO office, picnic tables and barbeque pits, the swimming pool, centralized mailboxes, and the neighborhood communications center (bulletin board). This bulletin board is available for use by residents of Beaver Creek to advertise items, as well as for announcements or important notices from the Beaver Creek board that concern residents of Beaver Creek. It is located at Mallard Lake park. **All of these facilities are funded and maintained through the annual maintenance dues paid by each property owner.**

Disposal hours are Wednesday 6-8 am and 3-7 pm and Saturday 7-9am and 3-7pm.

➤ **Recreation facilities provided by Beaver Creek**

There is a swimming pool situated on Post Office street, behind the BCLO office. This pool is open during the summer to residents of Beaver Creek and guests when accompanied by a resident. Beaver Creek residents must be current on association maintenance dues. There are signs posted at the pool outlining a few rules for conduct at the pool. Failure to adhere to these rules will result in the offending member being excluded from using the pool, or closure of the pool for a period of time. Vandalism will result in closure of the pool, as well as requiring funds from the maintenance dues to repair. Beaver Creek does not furnish a lifeguard at this pool when it is open, and children must be supervised by an adult at all times when using the pool.

There are a number of lakes within the neighborhood, each with an associated park. Some of these lakes have been stocked with fish. Mallard Lake park, adjacent to the pool, has some picnic facilities available for use by Beaver Creek residents and guests. The parks are mowed during the summer growing season. **There are no motorized vehicles allowed within the parks**, except in designated parking areas at specific parks. This includes motorcycles and off-road vehicles. Motorized vehicles in the parks will be reported to the Burleson County sheriff for enforcement.

➤ **Explanation of options for garbage service**

There is a dumpster provided to residents of Beaver Creek for household garbage only. This dumpster is located at the end of Post Office Street, past the BCLO office and the pool. The dumpster has limited hours, which are posted at the entrance to the dumpster, and is manned during open hours. In order to use this dumpster a resident must have a windshield decal, issued each year, which indicates they are a resident of Beaver Creek (either as a landowner or by renting) and that the maintenance dues are current on all of the property that a landowner owns in Beaver Creek. In the case of a renter, the maintenance dues must be current on the property that the renter resides on. The dumpster in the Beaver Creek neighborhood is not a county dumpster, and its use is restricted to Beaver Creek residents only. Windshield stickers are available from the BCLO office during normal office hours.

There are county dumpsters located within each county precinct which are available for use by Beaver Creek residents. These dumpsters require an annual county windshield sticker. These low cost stickers are available from the Justice of the Peace office in Snook. These county dumpsters allow disposal of scrap iron, batteries, tires, used motor oil, and other items that are not allowed in the Beaver Creek dumpster, however services vary with each county location. Locations of the county dumpsters and contact numbers for each location are available where the windshield stickers are sold.

- *Dillo Disposal Service – 596-2130*

In addition, Dillo Disposal Service is a private firm that will provide roadside pickup of your trash in a wheeled container that they provide. This service is provided once per week. Contact Dillo Disposal for current pickup rates. There is also a senior citizen discount rate.

➤ **Contact numbers for county fire, police and medical**

- *Emergencies – 911*
- *Burleson County Fire (non-emergency) - 567-4343*
- *Burleson County Sheriff (non-emergency) – 567-4343*  
*The county telephone line is menu based, follow the appropriate menus to reach the dispatcher.*
- *Constable precinct 2 – 272-8873*

Police protection within Beaver Creek is provided by the Burleson County Sheriff and a Precinct 2 constable and deputy constable. All roads within Beaver Creek are county maintained roads, and are patrolled by the sheriff's department, the constable, as well as Texas Department of Public Safety (DPS) officers. The speed limits are posted by the county at various locations throughout the neighborhood.

Fire protection is provided by the Beaver Creek Volunteer Fire Department, with mutual aid provided by Snook, Caldwell and Somerville as needed. All of the county fire departments are volunteer, and the Beaver Creek Fire VFD depends heavily on community support to maintain a level of manpower and equipment required to protect the neighborhood. New recruits are always needed. If you are interested in joining the fire department, contact the fire chief, leave word at the BCLO office, or come to a meeting, held twice a month in the evening at the fire house, located next to the mailboxes. In addition to manpower, all volunteer fire departments depend very heavily on financial support. The Beaver Creek VFD holds a number of fund raising events throughout the year, and you are encouraged to show your support through the fund raisers.

Medical services are provided by a First Responder unit located at the Beaver Creek firehouse, which provides basic first aid care until Emergency Medical Services personnel arrive. EMS and Medic services are provided by St. Josephs Hospital in Caldwell, and Medic units are sent from Caldwell or Somerville to respond to Beaver Creek.

➤ **Explanation of the mailboxes, and how to start mail service at Beaver Creek**

Mail service for the neighborhood is provided by central mailboxes, located on Post Office Street within Beaver Creek, about one mile inside the neighborhood. Mail service at these central mailboxes is arranged through the Caldwell post office, and require a 911 address. Some residents at Beaver Creek choose instead to have mail service at a post office box in one of the surrounding towns.

➤ **Contact information for the 911 address coordinator**

- *911 address coordinator – 567-2360*

All permanent residences in Beaver Creek must have a 911 address to provide easy location by emergency services such as police and fire, as well as mail service. The 911 address coordinator is located in the Burleson County courthouse in Caldwell. Green 911 address signs are available for a fee at the precinct 3 office, located across highway 21 from the Walmart store in Caldwell. You are strongly encouraged to make sure your 911 address is posted and easily visible at your residence. This is a vital step in helping to ensure that emergency services can find your residence quickly if needed.

➤ **Selection of suggested propane dealers**

- *Ferrellgas – 567-3607*
- *Hy-Point Energy Inc. – 272-9203*
- *Liquid Gas – 979-596-1411*

➤ **Choices for newspaper delivery within Beaver Creek**

- *The Eagle – neighborhood delivery – 979-776-2345*
- *Burleson County Tribune – mail delivery or purchase at local stores – 979-567-3286*
- *Houston Chronicle – mail delivery or purchase at local newspaper outlets*

➤ **County Commissioner**

- *Precinct 2 county commissioner – 979-272-8838*

The county commissioner is responsible for the maintenance of all county related items within Beaver Creek. All of the roads within Beaver Creek are county roads, and are maintained by county resources. They are also subject to traffic enforcement by all law enforcement agencies, including DPS troopers. Questions or complaints about the roads or other maintenance issues should be directed to the county commissioner.

➤ **Explanation of options for school services**

School services are provided by the Snook ISD, and school bus service is provided into areas of Beaver Creek by the Snook School District. Alternately, Beaver Creek residents may send their children to the Caldwell schools. This requires the approval of the Caldwell School District administrator. There is no bus service provided to Beaver Creek by the Caldwell ISD, so parents are responsible for getting their children to the Caldwell schools. There is also an additional fee for enrolling in the Caldwell ISD from Beaver Creek.

➤ **Contact numbers for telephone service**

- *Verizon – 1-800-483-4000*

In addition there are a number of cellular services available within the neighborhood and the area, all with varying degrees of successful service. What works for one person may have no signal for the next door neighbor. The best option is to talk to your neighbors, see what they have and how successful it is, and have them try their phone at your location.

➤ **Call before you dig**

- *Texas One Call – call 48 hours before digging – 1-800-545-6005*

There are many pipelines crossing the state of Texas, including within the Beaver Creek area. In addition, the neighborhood contains underground telephone lines and could contain other unmarked utility lines. For this reason, there is a telephone number provided for a utility locator service which will take your location information and contact all of the relevant utilities in the area. These utilities will either notify you that they have no lines in the area, or will come out and mark the location of the utility lines in the immediate area of your proposed excavation. It is the property owners responsibility, and it is a state law, to know the location of any underground utility lines before doing any digging, which includes septic, well and power pole installation. Many of the companies doing this type of digging will include this disclaimer when contracting with a landowner for services.

➤ **Land clearing/fill dirt services**

- *Kelly Burt Dozer – 778-1902*

➤ **Brush and trash burning**

Brush and trash burning are allowed in Burleson County as long as there is no burn ban in effect. There are some specific guidelines that govern what may be burned and conditions which may affect how it is burned. Contact the Burleson County Emergency Management Coordinator for more specific details – 567-2323. Before lighting an outdoor burn, please contact the Burleson County dispatcher at 567-4343 and give them details of the burn. In the event that someone calls 911 and reports smoke, this will allow the dispatcher to notify the fire department and let them know that there may be a controlled burn in the area.

BEAVER CREEK ARCHITECTURAL CONTROL COMMITTEE

**PROPERTY IMPROVEMENT REQUEST FORM**

Owner's Name \_\_\_\_\_ Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_

Mailing Address \_\_\_\_\_ Lot \_\_\_\_\_ Section \_\_\_\_\_

*Please read this entire document carefully. Answer all questions in the appropriate sections and include any needed documents with this request when submitting it to the Architectural Control Committee. Sign where indicated. Failure to sign the document, or to provide all of the required information will result in a delay when processing this request. If the new structure is a shop, outbuilding or other structure that will not be used as living spaces, it may not require septic and water. If this is the case, attach a plot plan as indicated at the bottom of page 1 and then go to page 2 to continue the application.*

**By signing, landowner agrees to abide by the requirements set forth in the covenants and deed restrictions of Beaver Creek, and that final construction will not deviate substantially from the plans submitted to the Architectural Control Committee.**

\_\_\_\_\_  
*Landowner signature*

\_\_\_\_\_  
*Date*

**Septic System**

**New septic system** – A Burleson County permit is **required** for the installation of a septic system. The system must be engineered and state approved, and Burleson County inspected upon completion.

Installer \_\_\_\_\_ Date of installation \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_

**Existing septic system** - System must be adequate for the size of the structure and must be in good condition. If there are any questions about the condition of the septic system or whether it is correctly sized for the proposed structure, contact the Burleson County Environmental Department /on-site septic inspector to have the system checked.

Permit # (available from county): \_\_\_\_\_ Remarks: \_\_\_\_\_  
\_\_\_\_\_

**Water System**

At this time water is available in Beaver Creek through private wells. The well must be adequate to operate a septic system. A Post Oak Savannah Groundwater Conservation District application is required before drilling a new water well. Contact 512-455-9900 or go to <http://www.posgcd.org/> for details and application form.

Existing Well

New Well

Well Driller \_\_\_\_\_ Estimated date of completion \_\_\_\_\_

Other (explain) \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_

**Plot Plan**

Please attach a drawing showing the location of the proposed structure, including the location of the septic system and well if they exist on the property. Include the location of any existing structures on the property.

**Type of Structure**

**Mobile or Modular Home** - Please attach current photos of front and back.  
Model Year \_\_\_\_\_ Manufacturer \_\_\_\_\_  
Size (square feet - minimum 600) \_\_\_\_\_  
Estimated date of structure move-in \_\_\_\_\_ Estimated date of occupancy \_\_\_\_\_  
Date mobile home will be skirted following move-in \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Wood Frame Constructed Home (if self-built, include details)**  
Builder \_\_\_\_\_  
Size (square feet - minimum 600) \_\_\_\_\_  
Exterior \_\_\_\_\_  
Estimated date to begin construction \_\_\_\_\_ Estimated date of occupancy \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Shop, barn or outbuilding** (explain - attach drawing or explain details) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Other** (explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Will this structure replace an existing mobile home on this property?**

No

Yes

**What is the disposition of the existing mobile home?**

Sold and moved to a location outside Beaver Creek

Sold and moved to a location within Beaver Creek

*Note: Any trailer being moved to another location within Beaver Creek must have the approval of the Architectural Control Committee before being moved onto the new location.*

Other (explain) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please add any other comments that may be helpful to the committee in approving this request. Use additional sheets if necessary.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





### NOTES:

- When submitting this request, please include any documents or descriptions of the proposed construction that may be used by the Architectural Control Committee to understand the proposed construction process. These may include copies of plans, additional pictures, or detailed explanations of the proposed process.
- The deed restrictions require that the review of this document be completed by the Architectural Control Committee within 30 days after all documents are received. Please ensure that all pertinent documents are included with this application. Missing documents will delay the approval process.
- Please review the deed restrictions and covenants of Beaver Creek before submitting this form to insure your request meets the requirements and the spirit of the deed restrictions.
  - Property must be at least ½ acre (Burlison County septic rules may require 1 acre).
  - House or mobile home must contain at least 600 square feet of living space.
  - No second hand structures allowed without approval.
  - No second hand building material may be used without approval.
  - Exterior must be painted or pre-finished.
  - Mobile homes and similar structures must be completely skirted.
- Copies of the covenants and deed restrictions of Beaver Creek are available from the office during normal office hours.

### Mobile Home Guidelines

Mobile home must be no older than 10 years old.

#### Exterior siding

- Must be complete with no major holes or missing pieces.
- Must be material that is commonly found on mobile homes
- If not pre-finished siding, it must be painted one color with enough coats to completely cover the siding.
- Mobile home may have trim or be two-toned, but second color must be compatible with the first color, and be complete.

#### Roof

- Must be complete, with no holes that would allow water to leak into the mobile home.
- Must be roofed with material commonly found on mobile homes.

#### Windows and other openings

- Windows must contain glass or other window material commonly found on mobile homes.
- Windows must be unbroken.
- Doors must be complete and functional.
- Other openings, such as water heater access, must have a door adequate to cover the opening and prevent rodents from entering the mobile home.

#### Skirting

- Mobile home must be skirted on its entire perimeter, from the bottom of the mobile home to the ground.
- Skirting must be material commonly used to skirt a mobile home. Use of other non-standard material to skirt a mobile home must be approved by the Architectural Control Committee.

#### Porches, decks and entry stairs

- Entry stairways may be pre-cast concrete steps as commonly used with mobile homes.
- Stairs constructed from wood must be painted if the material is not designed to be left natural.
- Decks and porches made from wood must be painted if they are constructed from material that is not designed to be left natural.

BY-LAWS OF  
BEAVER CREEK LAND OWNERS, INC.  
AS AMENDED JANUARY 30, 1981.

ARTICLE I

NAME AND LOCATION. The name of the corporation is BEAVER CREEK LAND OWNERS, INC., hereinafter referred to as the "Corporation". The principal office of the corporation shall be located at 3050 South Post Oak Road, Suite 630, Natural Gas Pipeline Tower, Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Corporation" shall mean and refer to BEAVER CREEK LAND OWNERS, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions covering Beaver Creek, Section One (1), Beaver Creek, Section Two (2), and Beaver Creek, Section Three (3), a subdivision in Burleson County, Texas, according to the maps or plats thereof, recorded in the office of the County Clerk of Burleson County, Texas, and such additional subdivisions thereto as may hereafter be brought within the jurisdiction of the Corporation.

Section 3. "Tract" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any tract, which is a part of the Properties, or who has a bona fide contract to purchase from the fee record owner, in which event the fee record owner shall not be included in the definition of "Owner".

By-Laws of Beaver Creek Land Owners, Inc.  
As Amended January 30, 1981  
Page 2

Section 5. "Restrictions" shall mean and refer to the restrictive covenants applicable to the Properties recorded in the Deed Records of Burleson County, Texas.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of Beaver Creek Land Owners, Inc.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the third Sunday of January, 1973, and each subsequent regular annual meeting of the members shall be held on the last Friday in January of each year thereafter at the time and place as designated by the Board of Directors. The Board of Directors may change the meeting date if in their judgment, it should be done.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days but not more than 45 days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of the Corporation, or supplied by such member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his tract.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Corporation shall be managed by a Board of five (5) directors, who shall be members of the corporation.

Section 2. Term of Office. Directors shall be elected for a term of three years and shall be elected at the annual meeting of the members. The term of office shall be established so that the term of two directors will terminate in one year, the term of two other directors will terminate in the next succeeding year and the term of one director will terminate in the next succeeding year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Corporation. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Corporation as a Director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be

made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation, the Restrictions or these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held, at such place and hour as may be fixed from time to time by resolution of the Board, not less than quarter-annually. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Corporation or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a.) exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictions;

(b.) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors and

(c.) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

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

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

(c.) as more fully provided in the Restrictions, to:

1. fix the amount of the maintenance assessment against each tract;

2. send written notice of each assessment to every Owner subject thereto; and

3. foreclose the lien against any tract for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d.) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e.) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The offices of this Corporation shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a.) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all checks and promissory notes, shall exercise and discharge such other reasonable and appropriate duties as may be requested of him by the Board.

VICE-PRESIDENT

(b.) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other reasonable and appropriate duties as may be requested of him by the Board.

SECRETARY

(c.) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Corporation and affix it on all papers requiring said seal; serve notice of all meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses and shall perform such other reasonable and appropriate duties as may be requested by the Board of Directors.

TREASURER

(d.) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Corporation; keep proper books of account; cause an annual audit of the Corporation books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES



The Corporation shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any members for any proper purpose. The Restrictions, the Articles of Incorporation and the By-Laws of the Corporation shall be available for inspection by any member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Restrictions, each member is obligated to pay to the Corporation, maintenance and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein.

#### ARTICLE XII

##### AMENDMENTS OF BY-LAWS

Section 1. These By-Laws may be amended as set out below:

- A. Proponents must request amendments in writing. All requests must be signed by not less than forty (40) qualified voting members (hereinafter called Proponents.)
- B. Proposed amendments shall be submitted to the Board of Directors, not less than ninety (90) days and not more than one

hundred twenty (120) days, before the date of the next annual meeting.

- C. The Board of Directors shall, within thirty (30) days thereafter,
  - 1. Confirm from the records of the Corporation that the persons submitting the proposed amendments are, in fact, qualified voting members of the Corporation and constitute not less than forty (40) such members.
  - 2. Upon confirmation as in 1. above, mail a copy of the proposed amendments to all members.
- D. The proposed amendments shall be placed on the agenda for discussion at the next annual meeting of the Members.
- E. If an affirmative vote of 2/3rds of the votes cast in person, by the qualified voting members present at the Annual Meeting, instruct the Board of Directors to do so, the Board shall, within thirty (30) days thereafter, mail a ballot to each member together with the proposed amendments.
- F. All Ballots must be signed by the qualified voting member. No voting by proxies will be permitted. Not less than two-thirds (2/3rds) of all votes entitled to be cast must approve amendments. Ballots must be returned to the Board of Directors within thirty (30) days after the date they were mailed.
- G. The Board of Directors shall promptly thereafter, count the ballots and inform each member by mail of the results of such vote.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

ARTICLE XIII

MISCELLANEOUS

By-Laws of Beaver Creek Land Owners, Inc.  
As Amended January 30, 1981  
Page 10

The fiscal year of the Corporation shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of BEAVER CREEK LAND OWNERS, INC., have hereto set our hands this 14th day of January, 1982.

Paul E. Carpenter  
Paul E. Carpenter.

Emmett H. Daniel  
Emmett H. Daniel

Gilbert Franklin  
Gilbert Franklin

J. Eugene Stokes  
J. Eugene Stokes

Lester L. Tatum  
Lester L. Tatum

BY-LAWS OF  
BEAVER CREEK LAND OWNERS, INC.  
AS AMENDED JANUARY 30, 1981.

ARTICLE I

NAME AND LOCATION. The name of the corporation is BEAVER CREEK LAND OWNERS, INC., hereinafter referred to as the "Corporation". The principal office of the corporation shall be located at 3050 South Post Oak Road, Suite 630, Natural Gas Pipeline Tower, Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Corporation" shall mean and refer to BEAVER CREEK LAND OWNERS, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions covering Beaver Creek, Section One (1), Beaver Creek, Section Two (2), and Beaver Creek, Section Three (3), a subdivision in Burleson County, Texas, according to the maps or plats thereof, recorded in the office of the County Clerk of Burleson County, Texas, and such additional subdivisions thereto as may hereafter be brought within the jurisdiction of the Corporation.

Section 3. "Tract" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any tract, which is a part of the Properties, or who has a bona fide contract to purchase from the fee record owner, in which event the fee record owner shall not be included in the definition of "Owner".

THE STATE OF TEXAS

COUNTY OF BURLESON

WHEREAS, BEAVER CREEK DEVELOPERS, a partnership, is the owner of a tract of land out of the J. W. BELL LEAGUE and JOHN S. COX LEAGUE, in Burleson County, Texas, which tract is being platted into a Subdivision to be known and designated as BEAVER CREEK, SECTION THREE, according to a plat which is recorded in Volume 1, Page 17 of the Map Records of Burleson County, Texas, and to which plat and its record reference is here made; and,

WHEREAS, it is the desire and intention of Beaver Creek Developers to restrict the use and occupancy of the tracts of land lying within the boundaries of said subdivision in order to insure an orderly and uniform use of said subdivision; and,

WHEREAS, BEAVER CREEK LANDOWNERS, INC. has been duly incorporated under the laws of the State of Texas as a non-profit corporation, for the purpose of providing supervision and enforcement of restrictions and to promulgate rules and regulations relating to the use of community facilities in said subdivision and for other similar purposes;

NOW, THEREFORE, BEAVER CREEK DEVELOPERS, for and in consideration of the premises and to create a uniform plan of development and use of the tracts of land within said Subdivision, does hereby impose the following restrictions, covenants and conditions upon the said subdivision, to-wit:

- (1) The covenants herein contained shall be binding and effective for a period of ten (10) years from January 1, 1973, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the acreage in said Subdivision with each owner entitled to one vote for each acre or fraction thereof shown by the recorded plat to be contained in his tract, has

### Restrictions Section 3

been filed for record prior to the end of the ten (10) years or the end of any succeeding ten (10) year period, agreeing to change said covenants in whole or in part.

- (2) If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any real property situated in said Subdivision or Beaver Creek Land Owners, Inc., a Texas Corporation, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from so doing, or to recover damages, or other relief due for such violation. Invalidation or abandonment of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

If any person violates or fails to strictly comply with any of the covenants, restrictions or conditions herein set forth by Beaver Creek Land Owners, Inc. and if such persons fails or refuses to cure or remove such violation or non-compliance within 30 days after receiving notice from Beaver Creek Land Owners, Inc., then Beaver Creek Land Owners, Inc. may enter, without committing a trespass, to the violating property in order to remove or abate such violation and charge the expense thereof to the owner as a lien against such property.

- (3) No swine of any kind shall be raised, bred or kept on any tract. Other animals may be kept and maintained on such tracts, but they shall not be kept in such numbers or in any such manner as to become an annoyance or a nuisance in the neighborhood. Beaver Creek Land Owners, Inc. shall have the right to make, publish and enforce reasonable rules and regulations pertaining to the use of tracts for the purpose of keeping and maintaining animals thereon. The judgment of the board of directors of such corporation as to whether or not animals are being kept and maintained in compliance with these restrictions and with such rules and regulations shall be conclusive, final and binding on all parties.
- (4) No building may be constructed or maintained on any parcel of land containing less than one-half (1/2) acre, and the person or persons constructing or maintaining such building shall own not less than one-half (1/2) acre in one contiguous parcel, which shall include the land upon which such building is, or is to be located.

### Restrictions Section 3

The enclosed ground floor area of any structure intended for human habitation, including trailer houses or mobile homes, shall not contain less than 600 square feet, exclusive of open porches and garages.

No second hand structures shall be moved on any tract without the prior written consent and approval of the Architectural Control Committee as herein established. No second hand building materials shall be used for the exterior construction of any structure on any tract.

The exterior of all structures shall be painted with not less than two coats of good paint, unless the exterior material is pre-finished or does not commonly require painting, subject to the prior approval of the Architectural Control Committee.

All mobile homes or other similar structures shall have decorative skirting installed and maintained from the floor level to the ground level around the entire perimeter of such structure as approved for sightliness by the Architectural Control Committee.

- (5) No structure, other than fences, shall be located on any tract nearer to the front or rear tract line, or nearer to the side road line than the minimum building setback lines shown on the said recorded plat. No building shall be located nearer than 10 feet to an interior tract line, or nearer than 10 feet to the sideline of the parcel of land upon which such improvements are to be constructed, if such parcel is less than an entire tract, as shown by the recorded plat of said Subdivision. No building shall be built or maintained on any easement shown on said recorded plat.
- (6) No sign of any kind shall be displayed to the public view on any tract, except with the prior written consent of Beaver Creek Land Owners, Inc.
- (7) No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste materials shall not be kept except in sanitary containers.

All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- (8) No noxious or offensive trade or activity shall be carried on upon any tract or any of the roads in said subdivision nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

### Restrictions Section 3

The judgment of the Board of Directors of Beaver Creek Land Owners, Inc., as to whether or not such trade or activity violates this restriction shall be conclusive, final, and binding on all parties.

- (9) No cesspool shall be dug, used or maintained on any tract. When a residence or other living quarters is constructed on any tract, it shall provide an inside toilet and shall be connected with a septic tank. Drainage of septic tank into roads, drainage courses or open ditches is strictly prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and all other applicable governmental regulations. No outside toilets may be constructed or maintained on any tract.
- (10) There shall be no shooting or discharging of firearms in said subdivision.
- (11) The parks and recreational facilities shown on said recorded plat are hereby dedicated for the sole and exclusive use and benefit of the owners of tracts of land out of and a part of said BEAVER CREEK, SECTION THREE, or BEAVER CREEK, SECTION TWO, or BEAVER CREEK, SECTION ONE, the plat of which is recorded in Volume 140, Page 380 of the Deed Records of Burleson County, Texas, and any subsequent additional sections of Beaver Creek Subdivision which may hereafter be developed and platted by the undersigned. No person shall be permitted to be an owner for the purposes of this provision, unless such person is the owner of a parcel of land containing not less than one-half (1/2) acre out of:
- A. Said BEAVER CREEK, SECTION THREE,
  - B. Said BEAVER CREEK, SECTION TWO,
  - C. Said BEAVER CREEK, SECTION ONE,
  - D. Or is the owner of Tracts 69, 71, 72, 73, 116, 117, 118, 119, 122, 123 and 124, as shown on the recorded plat of said BEAVER CREEK, SECTION ONE, each of such tracts containing less than one-half (1/2) acre,
- Or
- E. Any subsequent additional sections of Beaver Creek Subdivision which may hereafter be developed and platted by the undersigned.



### Restrictions Section 3

Such facilities may be used by such owners, the members of their immediate families, and their guests when accompanied by an owner or a member of his immediate family. Guests, without being so accompanied, may not use any such facilities.

Beaver Creek Land Owners, Inc. shall have the right to make, publish and enforce rules and regulations pertaining to the use of such facilities. Anyone who violates, fails or refuses to comply with the rules and regulations so promulgated by Beaver Creek Land Owners, Inc. may be prohibited from using such facilities.

- (12) Each and every tract shown on said recorded plat is hereby subjected to an annual maintenance charge at a rate to be determined by the Board of Directors of Beaver Creek Land Owners, Inc., a Texas Corporation, for the purpose of creating a fund to be known as "Beaver Creek Maintenance Fund", to be paid by the owner or owners of each such tracts, in conjunction with a like charge to be paid by the owners of other tracts in said Subdivision which said charge shall be payable annually in advance to Beaver Creek Land Owners, Inc., on January 1 of each year, commencing January 1, 1973. Such annual maintenance charge shall be \$8.00 per acre (acreage of each tract to be determined by the number of acres shown on the recorded plat) for the years 1973 and 1974. If a person owns less than two (2) acres of land, the maintenance charge to be paid by such owner shall be equal to the amount to be paid by the owner of two (2) acres. Thereafter the rate shall be set and determined annually by the Board of Directors of Beaver Creek Land Owners, Inc. In no event, however, may such rate be increased by more than 20% of the preceding annual rate.

If such maintenance charge is not paid on or before January 31 of the year when due, a penalty equal to 10% of such maintenance charge shall be added thereto. An additional penalty equal to 1% of the amount of such maintenance charge shall become due and payable on the first day of each month thereafter and continuing until such maintenance charge and all penalties are paid. If an attorney is employed for the purpose of enforcing the collection of such maintenance charge, the owner of the tract of land which is subject to such maintenance charge shall be bound and obligated to pay a reasonable attorney's fees, which shall be not less than \$25.00, and shall further be obligated to pay all costs of court and other expenses incurred in collection of such maintenance charge.

To secure the payment of such maintenance charge, a vendor's lien will be retained against the tracts out of said subdivision, the premises and improvements thereon, in deeds from the undersigned in favor of Beaver Creek Land Owners, Inc., its successors and assigns, and it shall be the same as if a vendor's lien was retained herein in favor of the undersigned

### Restrictions Section 3

and assigned by proper assignment to Beaver Creek Land Owners, Inc., without recourse on the undersigned in any manner for the payment of said charge and indebtedness.

Beaver Creek Land Owners, Inc., shall apply the total funds arising from such charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes: constructing and maintaining sport and recreational facilities, improving, beautifying and maintaining parks, parkways, right of way easements, esplanades, bridle paths and other public areas, collection and disposing of garbage, ashes, rubbish, and the like; payment of legal and all other expenses in connection with the enforcement of all recorded covenants, restrictions and conditions affecting said property to which annual maintenance charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of said maintenance charge, employing policemen and watchmen, providing fire protection, caring for vacant tracts, and doing any other thing necessary or desirable which in the opinion of Beaver Creek Land Owners, Inc., may be desirable to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of the Board of Directors of Beaver Creek Land Owners, Inc. shall be final and conclusive as long as such judgment is exercised in good faith. As to BEAVER CREEK, SECTION ONE, BEAVER CREEK, SECTION TWO, BEAVER CREEK, SECTION THREE, or hereafter developed sections of said Subdivision on which a maintenance charge is collected from the owners of the tracts therein similar to the foregoing charges, the maintenance fund composed of charges collected from the several owners of this and such other sections of said Subdivision may be expended for the purposes above enumerated, in all of any of such sections in which the maintenance charge is collected.

Beaver Creek Land Owners, Inc. shall annually publish a financial statement of account of collections and expenditures of such maintenance fund, and shall mail a copy thereof to each land owner to the last known address of such landowner.

- (13) Drainage structures used under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be minimum of 1-3/4 square feet (18 inch diameter pipe culvert) or of such larger size as may be required to insure proper drainage. Culverts must be used for driveways and for walks, and shall be installed in a manner that will not obstruct the flow of water in ditches and their inside bottom must be even with or below the level of the ditch. Beaver Creek Land Owners, Inc. shall have the right to make, publish and

Restrictions Section 3

enforce reasonable rules and regulations pertaining to installation and maintenance of drainage structures.

- (14) No building or other above ground structures (except fences, roads, driveways, or drainage structures) shall be erected, altered, or placed on any lot or tract in said subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing (as to compliance with these restrictions), by a majority of an Architectural Control Committee to be appointed by the board of directors of Beaver Creek Land Owners, Inc. The board of directors of Beaver Creek Land Owners, Inc. shall have the right to appoint, remove, or change the members of such Architectural Control Committee from time to time, at its sole discretion.

In the event said committee or its designated representative fails to approve or disapprove such plans and location within 30 days after such plans and specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services pursuant to this covenant.

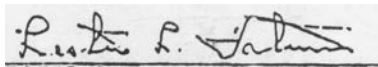
- (15) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets. After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the Architectural Control Committee.

- (16) All rules and regulations made by Beaver Creek Land Owners, Inc. as hereinabove provided shall have the same force and effect as if incorporated as an express covenant herein.

EXECUTED this the 11<sup>th</sup> day of December, 1972.

BEAVER CREEK DEVELOPERS

BY:



LESTER L. TATUM General Partner

Restrictions Section 3

THE STATE OF TEXAS

COUNTY OF BURLESON

BEFORE ME, the undersigned authority, on this day personally appeared LESTER L. TATUM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of July, 1973.



*Evelyn M. Henry*  
Notary Public in and for Burleson County

EVELYN M. HENRY  
NOTARY PUBLIC III FNS FOR  
BURLESON COUNTY, TEXAS

213 498

THE STATE OF TEXAS  
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 10 DAY OF July 19 73 AT 11:30 O'CLOCK A. M., AND DULY RECORDED ON 11 DAY OF July 19 73 AT 11:00 O'CLOCK A. M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 213 PAGE 491-498

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY: *Leggett Kenney* DEPUTY

JOHN J. TOUPAL  
COUNTY CLERK, BURLESON COUNTY, TEXAS