

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
for
PINEY CREEK, SECTIONS I, II, III, AND IV

THE STATE OF TEXAS §
 §
COUNTY OF AUSTIN §

RECITALS:

1. The Declaration of Restrictions for Piney Creek, Section I was recorded under Volume 405, Page 171, *et seq.* of the Official Public Records of Real Property of Austin County, Texas on or about September 15, 1978, and it subjected the property described therein as Piney Creek, Section I to certain conditions, covenants, assessments, protective provisions, and restrictions.
2. The Declaration of Restrictions for Piney Creek, Section II was recorded under Volume 407, Page 562, *et seq.* of the Official Public Records of Real Property of Austin County, Texas on or about November 16, 1978, and it subjected the property described therein as Piney Creek, Section II to certain conditions, covenants, assessments, protective provisions and restrictions.
3. The Declaration of Restrictions for Piney Creek, Section III was recorded under Volume 408, Page 321, *et seq.* of the Official Public Records of Real Property of Austin County, Texas on or about December 14, 1978, and it subjected the property described therein as Piney Creek, Section III to certain conditions, covenants, assessments, protective provisions and restrictions.
4. The Declaration of Restrictions for Piney Creek Four Subdivision was recorded under Volume 473, Page 593, *et seq.* of the Official Public Records of Real Property of Austin County, Texas on or about May 23, 2002, and it subjected the property described therein as Piney Creek Four Subdivision to certain conditions, covenants, assessments, protective provisions and restrictions.
5. The Declarations of Restrictions for Piney Creek, Sections I, II, III and Four (collectively, the "Original Declarations") each provide that Declaration may be amended by an instrument signed by the majority in votes of the then Owners of the tracts in each respective section.
6. The Owners in Piney Creek Sections I, II, III and IV desire to amend and restate the Declarations for their respective sections, and further, desire to consolidate the restrictive covenants applicable to their respective sections into one Amended and Restated Declaration of Restrictions that is equally applicable to Sections I, II, III and IV.

NOW, THEREFORE, the Owners representing a majority of the submitted votes of the Owners of the tracts in Piney Creek, Sections I, II, III and IV, respectively, hereby amend and restate the Original Declarations in their entirety, so that the Property (defined below) will be governed by this Amended and Restated Declaration of Covenants for Piney Creek, Sections I, II, III, and IV (the "Declaration"). Upon the effective date of this Declaration: (i) all of the Property will be held, sold, conveyed, and occupied subject to the easements, restrictions, covenants, and conditions, set forth herein which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and inure to the benefit of each Owner thereof; and (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof will conclusively be deemed to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether the covenants, conditions and restrictions are included or referred to in said contract or deed.

1. DEFINITIONS.

A. ANNUAL MAINTENANCE ASSESSMENT – The annual assessment made and levied by the Association against each Owner and the Owner's Lot in accordance with this Declaration.

B. ASSOCIATION – Piney Creek Property Owners Association, an unincorporated property owner's association, its successors and assigns.

C. BUILDING OR BUILDINGS – Those permissible buildings and structures which are, or will be, erected or constructed on the Property.

D. BYLAWS – The set of rules and guidelines that govern how the Board of Directors for Piney Creek Property Owners Association conducts the business of the Association. Set forth in a separate document, the Bylaws address such issues as membership, annual dues, the roles and duties of the governing board, and reasons why a Member may be disciplined.

E. COMMON AREA – All real property owned by the Association for the common use and enjoyment of the Owners.

F. IMPROVEMENT – Any Residential Dwelling, building, structure, fixture, or fence, any transportable structure placed on a Lot, whether or not affixed to the land, and any addition to, or modification of an existing Residential Dwelling, building, structure, fixture or fence on a Lot.

G. LOT or LOTS – Each of the Lots shown on a recorded Plat.

H. MEMBER or MEMBERS – Each Owner who is a Member of Association as provided in Section 2.B. herein.

I. OWNER or OWNERS – A person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

J. PLAT or PLATS – The plats for Piney Creek, Sections I, II, III, and IV as shown recorded in the Plat Records of Austin County, Texas under Clerk's File Nos. 78-4730, 78-5532, 78-6084, and 83-3043, respectively, and any replat of any such plats.

K. PROPERTY – Piney Creek, Sections I, II, III, and IV as shown on the recorded Plats and described in the Declaration for each section of Piney Creek.

L. RESIDENTIAL DWELLING – The single family residence and appurtenances constructed on a Lot.

M. SUBDIVISION – The Property, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.

2. PINEY CREEK PROPERTY OWNERS ASSOCIATION.

A. PURPOSE OF THE ASSOCIATION. The Piney Creek Property Owners Association (the "Association"), was established for the purpose of managing, administering, and promoting the residential environment of Piney Creek through maintenance and enforcement of the property restrictions adopted for the Subdivision. The Association has mandatory membership and includes all Owners of the Lots which comprise Piney Creek, Sections I, II, III and IV.

Each Owner of a Lot, whether one or more persons or entities, are automatically Members of the Association until such ownership ceases for any reason, at which time his membership in Association will automatically cease.

Membership in Association is appurtenant to Ownership of a Lot. It automatically follows the ownership of each Lot, and may not be separated from the ownership of a Lot.

B. MEMBERSHIP AND VOTING. Owners of each Lot within the Association are entitled to one (1) vote for each non-contiguous Lot owned. Except that an Owner or Owners who jointly own two (2) or more contiguous Lots will have only one vote.

If a Lot or contiguous Lots are owned by more than one Member of the Association, the Members who co-own the Lot(s) must exercise their right to vote in such manner as they may among themselves determine, but in no event may more than one (1) vote be cast for the Lot or contiguous Lots. Fractional votes are not allowed. Such Members must appoint one of them as the Member who is entitled to exercise the vote of the Lot or contiguous Lots at any meeting of the Association.

If a Lot or contiguous Lots is/are owned by more than one Member of the Association, and no single Member is designated to vote on behalf of the other Members having an

ownership interest in such Lot or contiguous Lots, then the Member exercising the vote is deemed to be voting on behalf of the other Members having an ownership interest in the Lot or contiguous Lots.

The vote required to approve any action under the Texas Non Profit Corporation Law must be at least two-thirds (2/3) of the votes submitted by the Members/Owners present, by proxy, email, or facsimile. Any of these voting methods are acceptable. Voting validation will be counted by the Board Members plus two independent persons who are not Association Members or relatives of a Member. Voting results will be documented and filed for Member(s) viewing and audit upon written request.

All Members of the Association may attend meetings of the Association and all Members may exercise their vote at such meetings either in person or proxy.

C. BOARD OF DIRECTORS. The Association will act by and through a Board of Directors, composed of a minimum of three (3) and a maximum of five (5) Members, who are elected for a term of two (2) years by a majority in votes of the Association Members voting in each annual election. Terms of the Directors will be staggered, as set forth in the Bylaws, to provide for continuity and stability of the Board.

A five (5) person Board of Directors will be composed of the following positions: President, Vice President, Building Committee Chair, Secretary, and Treasurer. A Board of Directors with fewer than five (5) persons will have a minimum of a President, a Secretary, and a Treasurer, any or all of whom may assume the responsibilities of the Vice President and Building Committee Chair.

If any Member of the Board of Directors dies, resigns, or becomes unable to perform their duties, the remaining Directors will appoint a new Director to serve for the remaining term.

Board membership is a voluntary position. No Director is entitled to compensation other than reimbursement of expenditures incurred in the performance of Association business.

D. FUNCTIONS OF THE BOARD. The Board of Directors is responsible for the affairs of the Association and has all of the powers and duties necessary for the administration of the Association's affairs. As provided by law and as further set forth in the Bylaws, the Board may do all acts and things that are not by this Declaration or the Bylaws directed to be done and exercised exclusively by the Members.

3. BUILDING COMMITTEE REVIEW.

In order to preserve the architectural and aesthetic appearance of the Subdivision, to establish and preserve a harmonious design, and to protect and promote the value of the Lots and Improvements thereon, no Improvement of any nature that affects a building, structure, or Improvement may be commenced, erected, installed, placed, moved onto, altered, replaced, or relocated by an Owner unless plans therefor have been submitted to and approved in writing by the Building Committee.

Approval or disapproval by the Building Committee must be rendered in writing, and signed by an authorized Building Committee representative.

The Building Committee, at its sole discretion, may approve a variance in building area and location in instances if, in its sound judgment, such deviations will result in a more commonly beneficial use. All variances must be in writing and signed by an authorized Building Committee representative.

4. ANNUAL MAINTENANCE ASSESSMENT.

Each Lot in Piney Creek is subject to an Annual Maintenance Assessment; however, the Owner or joint Owners of two or more contiguous Lots will pay only one Annual Maintenance Assessment and will have only one vote pursuant to Section 2.B. of this Declaration.

The funds generated by the collection of the Annual Maintenance Assessments and any other proceeds will be held, managed, invested and expended by the Board, in its sole discretion, for the benefit of the Subdivision and the Owners of Lots therein.

The Board may, by way of illustration and not by way of limitation, expend Association funds for the administration, management, and operation of the Subdivision; for the maintenance, repair and Improvement of the Common Area; for the maintenance of any easements granted to Association; for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; for the establishment and maintenance of a reserve fund; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein.

Neither the Board nor the Directors individually are liable to any person as a result of actions taken by the Board with respect to the Association funds, except for willful neglect or intentional wrongdoing.

The amount of the Annual Maintenance Assessment will be established by the Board of Directors annually, based on the budget established by the Board for the upcoming calendar year. Without a vote of the Members, the Board of Directors may increase the Annual Maintenance Assessment in an amount not to exceed a ten percent (10%) increase over the prior year's Annual Maintenance Assessment. An increase in the Annual Maintenance Assessment that exceeds ten percent (10%) requires written approval of a majority of the votes cast by the Association.

The Annual Maintenance Assessment is due by December 31, annually. Any Assessment that is not paid by December 31 each year will bear interest at the rate of twelve percent (12%) per annum. Any Owner who fails to pay the Annual Maintenance Assessment by the due date will be charged a late fee of one hundred percent (100%) of the current Assessment.

The Board of Directors of the Association must fix the amount of the Annual Maintenance Assessment to be levied against each Lot based upon the budget adopted by the Board for the upcoming calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Assessment for each Lot must be sent to every Lot Owner.

The Association may allow an Owner to pay past due amounts to the Association pursuant to a payment plan agreement that is agreed upon by the Board of Directors and the Owner. Any payment plan must be in writing and signed by the Owner(s) and a representative of the Board.

The Treasurer must maintain a current list of all Owners which indicates who is in good standing and who is delinquent. Notices of delinquency will be sent to Owners via email (provided that an email address has been provided to the Association), First Class Mail, or Certified Mail.

No Owner is exempt or excused from paying an Annual Maintenance Assessment or Special Assessment by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

5. SPECIAL ASSESSMENT.

If the Board at any time, or from time to time, determines that the Annual Maintenance Assessments charged for any period are insufficient to provide for the continued operation of the Subdivision, or any other purposes contemplated by the provisions of this Declaration, the Board may propose a Special Assessment in an amount deemed necessary to provide for such continued maintenance and operation of the Subdivision.

No Special Assessment will be effective until it is approved in writing by a majority of all votes cast by Association Members.

A Special Assessment approved by the Members will be payable in the manner determined by the Board, and the payment thereof will be the personal obligation of the Owner of each Lot.

The amount of any Special Assessment levied against Lots must be uniform.

6. LAND USE, BUILDING TYPES, DWELLING SIZES, CONSTRUCTION.

No Lot may be used for any purpose except single family residential or recreational use. The terms "residential purposes and recreational use" as used herein will be held and construed to prohibit hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels/motels, and retail businesses.

Professional or commercial activities in homes, residences, or outbuildings are permitted, provided that such activities are incidental to the residential use of said homes, residences, or outbuildings. Any such activities that disturb the tranquility and harmony of the

neighborhood by reason of odor, dust, smoke, noise, pollution, increased traffic, or danger of fire or explosion are strictly prohibited.

A guest house is permitted on a Lot provided that it is not leased independently of the Residential Dwelling.

No building may be erected, altered, placed, or permitted to remain on any Lot except as follows:

- (a) One (1) detached single family Residential Dwelling not to exceed two (2) stories in height, with a minimum of one thousand five hundred (1,500) square feet of floor area, exclusive of porches and garages.
- (b) A Residential Dwelling and any recreational structures, including a guest house, must have a concrete foundation or a foundation built of materials and by a method approved in writing by the Building Committee.
- (c) A Residential Dwelling may have a private garage or carport for not more than four (4) vehicles.
- (d) Tool sheds or workshops for the personal use of the Owner and his immediate family are permitted;
- (e) One (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes are permitted;
- (f) All Residential Dwellings and recreational structures must be equipped with a fresh water well or county/city water in addition to septic systems approved by the appropriate agency within Austin County, Texas;
- (g) Exterior walls of all Residential Dwellings and recreational structures must be completed with a suitable grade of metal, wood, brick or masonry siding so as to present a consistent and aesthetically pleasing appearance; and
- (h) All roofs must be constructed and maintained with composition shingles, aluminum or steel roofing materials.
- (i) Mobile homes, trailer-style homes, or manufactured homes may not be placed or maintained on any Lot in the Subdivision for residential purposes.

7. **TEMPORARY STRUCTURES.**

Recreational vehicles, travel trailers, and motor homes, may be temporarily located on a Lot and used for residential purposes only during the construction phase of an approved Residential Dwelling.

For the purpose of this Section, "temporarily" means not more than one (1) year.

Nothing herein will be construed to prohibit the parking or storage of a recreational vehicle on land where a Residential Dwelling has been constructed.

8. LOT AREA AND WIDTH.

No Lot may be subdivided into Lots of less than two (2) acres unless prior written approval of the Building Committee has been obtained.

9. BUILDING LOCATIONS.

No building may be located on any Lot within one hundred thirty (130) feet of the center line of the road frontage or within twenty (20) feet of the side Lot property line unless approved by the Building Committee in writing.

10. LOT MAINTENANCE.

The Owner of each Lot or Lots shall be responsible for keeping the premises, building, improvements, appurtenances, and landscaping in a well-maintained, safe, clean, and attractive condition at all times, so as to not detract from the value, use, or enjoyment of adjacent Lots or from the aesthetic quality of the Subdivision as a whole.

If, in the opinion of the Piney Creek Board of Directors, any Owner of a Lot is failing in this responsibility, the Lot owner will be sent a Deed Restriction Violation notice and will be given thirty (30) days to correct the violation.

Failure to correct the violation within the stated time frame will result in a fine being assessed to the Owner. The fine will be one hundred percent (100%) of that year's Annual Maintenance Assessment plus any unpaid past dues and fines.

The Board of Directors also has the right and power to perform such care and maintenance, and the Owner of the Lot shall be liable for the cost thereof. If the Owner of the Lot fails to reimburse the Board for the cost of performing the work, the amount of the charge shall constitute a lien upon the Lot or Lots.

11. FENCES.

The minimum type of allowable fence is a four (4) foot high wire fence with four (4) inch top posts, such posts being a maximum of ten (10) feet apart, with all corners properly guy wired and braced. Corner posts must be six (6) inch top posts.

Acceptable alternatives are welded wire, any standard type of ranch or farm fence, such as pipe fences, chain link fences, guy wired/pipe fence combinations, or any other type of fence approved in advance by the Architectural Committee.

Electric fences are not permitted.

12. SIGNS.

No signs, advertisement, bill boards, or advertising structures of any kind may be erected or maintained on any residential or recreational Lot without the written approval of the Building Committee. Provided however, the posting of signs advertising a property that is for sale is permitted. Such signs are limited to one sign not to exceed forty-eight (48) inches square. Provided further, political signs as allowed by law are permitted. As a general rule, political signs may be posted ninety (90) days before an election, and must be removed within 10 days after an election.

13. PETS, LIVESTOCK, POULTRY, AND FOWL.

Dogs, cats, and other household pets may be kept on any Lot, provided they are not kept, bred, or maintained in excessive numbers, or for any commercial purpose.

Livestock, including but not limited to horses, cows, goats, rabbits, chickens, and other domestic fowl, may be kept for the personal use and pleasure of the Owner of any Lot and to support any applicable agricultural exemptions for ad valorem tax purposes, as may be allowed under Texas Law, but not for commercial business purposes.

All livestock must be kept in suitable enclosures for the number and type of the animal. Any livestock enclosure which is overcrowded, not adequately maintained and cleaned, which presents an unkempt appearance, or produces noxious odors, may be declared a nuisance by the Board of Directors and ordered removed from the Lot. The keeping of livestock must not otherwise be or become a nuisance to other Owners.

The number of livestock permitted is limited by grazing acreage as recommended by the Texas A&M University guidelines for livestock management, unless the existing grassland is supplemented with hay and feed, and all animals are well cared for.

Chickens and other domestic fowl are limited to seventy-five (75) birds total per Lot.

No swine or pigs are allowed except for use as 4-H/FFA vocational projects. The limit for such projects is two (2) swine or pig per Lot or contiguous Lots.

14. NUISANCES.

No noxious or offensive trade or activity will be permitted upon any Lot, nor may any activity be done thereon which is or may become an annoyance or a nuisance to the neighborhood, illegal, dangerous, or which may have the effect of degrading the residential and recreational environment of Piney Creek. This includes, but is not limited to, odor, fumes, dust, smoke, noise, pollution, and anything with a high risk of fire or explosion.

The determination of the Board of Directors in this regard will be conclusive.

HUNTING/DISCHARGING OF FIREARMS.

No hunting is allowed.

Discharging a firearm on one's property is at the Owners risk and responsibility. In the event that this results in personal injury or damage to another owner's property, the owner is at risk of criminal charges for personal injury or civil lawsuits for property damage. The PCPOA and the Board of Directors are not responsible for any Owners shooting on their property or any resulting damages or injury due to any Owners carelessness/mistakes.

15. GARBAGE AND REFUSE DISPOSAL.

No Lot may be used or maintained as a dumping ground for rubbish. All trash, garbage, and other waste must be kept in sanitary containers until it is properly disposed.

16. MINERALS, DRILLING, AND EXCAVATION.

No oil drilling, development, refining, quarrying or mining operations will be permitted upon or in any Lot. Provided however, construction and drainage work associated with construction of a Residential Dwelling is permissible.

17. WATER AND SEWAGE DISPOSAL SYSTEMS.

Water wells and septic systems may be utilized and maintained on any Lot for the personal use of any Owner, lessee, their immediate family, and non-commercial invitees. All toilets, lavatories, and bath facilities must be installed indoors and must be connected with adequate grease traps, septic tanks, and lateral lines. Such systems may not be used for commercial purposes and must be constructed to comply with the minimum specifications required by local governing agencies in Austin County, Texas.

18. ABANDONED – JUNKED MOTOR VEHICLES.

No Lot may be used as a depository for abandoned or junked motor vehicles. An abandoned motor vehicle is one without a current vehicle registration. No junk of any kind or character, or any accessories, parts, or objects used with cars, boats, buses, trucks, trailers, or RVs may be kept on any Lot in such a location or manner as to be visible from the road.

19. STORAGE.

No Lot shall be used for temporary or permanent storage of commercial equipment, material, or vehicles, except those used in direct connection with the construction, use, or enjoyment of any Lot as residential or recreational property.

This restriction does not apply to company vehicles that are driven back and forth to a place of employment, such as police cars and highway patrol cars.

20. INSURANCE.

The Board is authorized to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the types and amounts thereof. In the event that insurance is obtained, the premiums for such insurance will be an expense of the Association paid from Association funds.

21. DURATION AND TERMINATION.

The provisions of this Declaration will remain in full force and effect until January 1, 2035, and will be extended automatically for successive ten (10) year periods. Provided, however, that the provisions of this Declaration may be terminated on January 1, 2035, or on the commencement of any successive ten (10) year period by filing for record in the Official Public Records of Real Property in Austin County, Texas, an instrument in writing, signed by the Secretary of the Association, certifying that at least two-thirds (66%) of the Member votes cast approved such termination.

22. AMENDMENT.

The provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of Association certifying that Owners representing a majority of the total votes in the Subdivision approved such amendment, setting forth the amendments and duly recorded in the Official Public Records of Austin County, Texas.

Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Austin County, Texas.

23. NUMBER AND GENDER.

Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities, and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

24. SECTION HEADINGS.

Section headings in this Declaration are for convenience of reference and do not affect the construction or interpretation of this Declaration. Unless the context otherwise requires, references herein to sections are to sections of this Declaration.

25. FINES AND PENALTIES.

Fines and penalties associated with Deed Restriction violations and late payment of the required Annual Maintenance Fee will be assessed at the rate of 100% of the current Annual Maintenance Fee plus any past due unpaid delinquent fees and penalties.

26. ENFORCEABILITY.

The provisions of this Declaration run with the Property and are binding upon and inure to the benefit of and be enforceable by Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns.

The Association or any Owner may enforce the provisions of this Declaration in any court of law or equity having jurisdiction to hear such actions.

If notice and an opportunity to be heard are given as provided by law, the Association is entitled to impose reasonable fines for violations of the provisions of this Declaration or any Rules and Regulations adopted by Association, and to collect reimbursement of actual attorney's fees and other usual and customary costs incurred by it relating to violations of the provisions of such documents. Such fines, fees, and costs are the personal obligation of the Owner against whom they are imposed.

In addition, the Association may suspend the right of an Owner to use the Association's recreational facilities if the Owner is in default of payment of Annual Maintenance Assessments or Special Maintenance Assessments.

27. DELAY IN ENFORCEMENT.

No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof will impair, damage, or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

28. REMEDIES.

In the event any one or more persons, firms, corporations, or other entities violates or attempts to violate any of the provisions of this Declaration, the Association, each Owner or occupant of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt, or enjoin any such violation or attempted violation, or to recover monetary damages caused by such violation or attempted violation.

29. INTERPRETATION.

The provisions of this Declaration are to be liberally construed to give full effect to their intent and purposes. If this Declaration or any word, clause, sentence, paragraph, or other part thereof is susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the general plan of development established by this Declaration will govern.

30. SEVERABILITY.

The invalidity, abandonment or waiver of any of these covenants, reservations, easements, and/or restrictions will in no way affect or impair the other covenants, reservations, easements, and restrictions which remain in full force and effect.

IN WITNESS WHEREOF, the Association and Owners of a majority of votes of each section of Piney Creek I, II, III and IV have approved this Declaration, to be effective upon recording in the Official Public Records of Real Property of Austin County, Texas.

PINEY CREEK PROPERTY OWNERS ASSOCIATION

By: Judy Manning

Name: Judy Manning

Title: Treasurer

THE STATE OF TEXAS §

COUNTY OF Austin §

BEFORE ME, the undersigned notary public, on this 20 day of Dec., 2017 personally appeared

Judy Manning of Piney Creek Property Owners

Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

Instrument # 176224
12/20/2017 11:51 AM

STATE OF TEXAS COUNTY OF AUSTIN
I certify that this instrument was filed on the
date and time stamped by me and was recorded in the
Official Public Records of Austin County, Texas.

Carrie Gressor, County Clerk
Austin County, Texas

By: *Carrie Gressor*