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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §  
COUNTY OF AUSTIN §

KNOW ALL MEN BY THESE PRESENTS:

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS APPLICABLE TO  
SYCAMORE HILL**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by LAND OF OAKS DEVELOPMENT LLC (Developer).

WHEREAS, Developer is the owner of the 155.521 acres of land subdivided into 27 Lots known as Sycamore Hill ("the Property") more particularly described in the plat thereof filed on September 13, 2010 and recorded in Plat Cabinet No. 2, Page 72 in the Plat Records of Austin County, Texas, Austin County Clerk File No. 103521.

WHEREAS, Developer desires to impose upon the Property the covenants, conditions and restrictions herein set forth.

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and the Developer.

**ARTICLE I  
DEFINITIONS**

- Section 1.** "Association" shall mean and refer to the Sycamore Hill Property Owners' Association, its successors and assigns.
- Section 2.** "Owner" or "Owners" shall mean and refer to the record owner(s) of a fee simple title to any Lot out of the Property, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3.** "Property" shall mean and refer to Sycamore Hill hereinabove described and such additions that may be annexed to Unnamed.
- Section 4.** "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat of the Property.
- Section 5.** "Developer" shall mean and refer to Land of Oaks Development LLC and its successors or assigns.
- Section 6.** "Main Roads" shall mean Hillview Road and Old Highway 36 Road as shown on the recorded subdivision map of the Property.
- Section 7.** "Park" shall mean the Sycamore Hill Park consisting of 36.43 acres as shown on the Subdivision Plat.

**ARTICLE II**  
**USE RESTRICTIONS AND CONSTRUCTION OF IMPROVEMENTS**

**Section 1. Architectural Review.** No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved, in writing, by the Architectural Review Committee (ARC), as to compliance with these Restrictions. The ARC's review of style, materials or colors of homes, barns and accessory buildings is limited to those matters specifically described in the Restrictions or reasonably inferred from these Restrictions. The ARC shall review setbacks and placement of driveways, ponds and buildings.

The ARC shall consist of owners and managers of Land of Oaks Development LLC and/or their appointees until such time that 70% of lots have been sold. After 70% of lots have been sold the Sycamore Hill Property Owners' Association, the "Association," shall elect an architectural review committee to consist of at least three persons who shall review all plans for improvements to determine whether the plans are in accordance with the Restrictions.

The ARC and the individual members thereof shall not be liable for any act or omission in performing the functions delegated hereunder. In the event the ARC fails to indicate its approval or disapproval within sixty (60) days after the receipt of the required documents, approval will not be required; however, the property owner, to the best of their ability, shall comply with all deed restrictions as stated herein.

The approval or lack of disapproval, by the ARC shall not be deemed to constitute any warranty or representation by the ARC including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. The Association may charge a reasonable fee not to exceed the sum of \$250.00 to review plans and specifications for improvements.

**Section 2. Construction of Improvements.** Each Lot shall be used only for single-family residence purposes and improvements for agricultural or wildlife use as defined hereafter. All improvements must be reviewed by the ARC to determine whether the plans are in accordance with the Restrictions.

- 2.01 **Main Residence.** The main residence shall be a single-family residential dwelling and other structures (including guest houses or servants' quarters). All other structures shall not exceed the main residence in height. The design of garages and guest quarters shall be consistent with the main residence. The front of the main residence shall face Hillview Road.
- 2.02 **Minimum Square Footage.** The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall have a minimum square footage as follows:
- a. not less than two thousand (2,000) square feet for a single-story home,

- b. not less than two thousand (2,000) square feet for a 1 1/2 story home, with at least 1,500 square feet of living area located on the first floor.
- c. not less than two thousand two hundred (2,200) square feet for a two-story home, with at least 1,100 square feet of living area located on the first floor.
- d. Not less than two thousand square feet of living area for all other styles of homes.

2.03 **Garages.** A residence shall have a minimum of a two-car enclosed garage, either attached or detached. All garages must be side or rear entry and not face any road, except garages that are blocked from view from all roads and all Lots within the subdivision.

Carports are prohibited unless placed behind the main residence such that they cannot be viewed from the Main Roads. A porte cochere attached to the main residence is allowed so long as it is constructed of the same materials as the main residence and has a similar appearance to the main residence.

2.04 **Construction Timeframe.** Construction of the main residence may begin at any time after the Lot Owner has closed on the purchase of the Lot and has obtained approval from the ARC. Construction of the main residence and required minimum two-car garage must be completed within 18 months of beginning construction. The exterior of the main residence and garage must have a finished appearance within 6 months of beginning construction.

2.05 **Roofs.** Roofing materials for all buildings (including garage, guest quarters and all outbuildings) shall be new and designed and manufactured specifically for roofs. Wood or wood shingle roofs and metal roofs not treated to prevent rust are prohibited on all buildings. The roof pitch of the main residence, garage and guest quarters must be 6:12 or greater. Tile roofs may have a pitch less than 6:12.

2.06 **Barns and Outbuildings.** Barns, sheds, storage buildings, swimming pools, and other structures for agricultural, recreational or for any other use are to be constructed at least fifty feet (50') behind the rear wall of the main residence. Construction on all outbuildings defined above must be started after construction of the main residence has begun. All outbuildings shall be sided in materials that are earth tone in color such that they will blend with the natural flora, including such colors as green, dark red, brown or gray. No outbuilding shall be sided in unpainted metal siding or sided in bright colors such as bright red, blue or yellow. Buildings used for accessory or storage purposes shall be limited to not more than forty-five feet (45') in height.

2.07 **Living Quarters Within a Barn.** A home site may have a guest house or guest quarters located within a barn. The guest quarters and/or barn must be built at the same time or after the main residence has been constructed.

2.08 **Propane Tanks.** If propane tanks are installed, they must be installed behind the front line of the main residence and shall be obstructed from view from the Main Roads and from all other Lots through use of shrubbery or

fencing made of wood or masonry. Underground installation is permissible anywhere on the lot that is not within a required setback.

- 2.09 **Manufactured Housing.** Manufactured and/or modular homes and recreational vehicles for use as a primary residence are strictly prohibited. No manufactured housing, including mobile homes, trailers, motor homes, recreational vehicles, or doublewides are permitted on property unless stored within an enclosed building such that they are not visible from the road or neighboring properties.
- 2.10 **Houses Moved to Property.** No houses or barns may be moved to a property to be used as a main residence, guest quarters, barn or other outbuilding.
- 2.11 **Exterior Materials.** The exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry (including brick or rock), stucco, log, hardiplank, cedar, or other wood siding.
- 2.12 **Exterior Colors.** The following colors shall be prohibited from use on the exterior: pink, coral, purple, bright blue, bright yellow-green, bright blue-green, bright yellow, bright orange and bright red. Exterior colors shall be reviewed by the ARC prior to painting or staining to determine whether the colors are allowable.
- 2.13 **Driveways.** No construction of any improvements shall begin until a driveway crossing to the Main Road is constructed. Driveways shall be gravel, blacktop, asphalt and chip, paving stones, or concrete. The ARC may allow similar driveway materials. There shall be no dirt driveways. No property shall have access onto Old Highway 36. Driveways shall be constructed no closer than forty feet (40') to any side boundary.
- 2.14 **Utility Lines.** All utility service lines, including but not limited to electric, telephone and TV must be installed underground.

**Section 3. Location of the Improvements on the Lot.** No building or other improvements shall be located on any Lot nearer than:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27.

- a. one hundred feet (100') from Hillview Road ROW and one hundred (100') from the Old Highway 36 ROW, and
- b. fifty feet (50') to the side or rear Lot line.

In order to protect neighbors' views of the lake and park area, lots near the lake have deeper setbacks from Hillview Road, as follows.

Lots 11 and 17:

- a. one hundred fifty feet (150') from Hillview Road ROW, and
- b. fifty feet (50') to the side or rear Lot line.

Lots 12 and 16:

- a. two hundred feet (200') from Hillview Road ROW, and
- b. fifty feet (50') to the side or rear Lot line.

Lots 13 and 14:

- a. two hundred fifty feet (250') from Hillview Road ROW, and
- b. fifty feet (50') to the side or rear Lot line.

Lot 15:

- a. two hundred fifty feet (250') from Hillview Road ROW, and
- b. fifty feet (50') to the side adjacent to Lot 16 or rear Lot line, and
- c. one hundred feet (100') from side adjacent to Sycamore Hill Park.

**Section 4. Composite Building Site.** Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site with the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lot lines rather than from the singular Lot lines. Setbacks of combined contiguous Lots with different setbacks from the Road must be maintained as if the Lots were not combined.

A Lot Owner, who owns two or more contiguous Lots, may combine said Lots to form one Lot. However, the Owner of combined contiguous Lots may transfer one of the Lots only if no buildings are constructed within the setbacks, as defined herein, of any of the contiguous Lots.

**Section 5. Easements.**

- 5.01 As shown on the recorded plat, easements for installation and maintenance of utilities are reserved (or will be reserved) by Developer, and no structure of any kind shall be erected upon any of said easements.
- 5.02 As shown on the recorded plat, the easements for the Main Roads are wider than the actual paved surface of the Main Roads. The Main Roads shall be constructed according to plans and specifications approved by Austin County, Texas, for maintenance by Austin County, Texas. However, each Lot Owner shall be solely responsible for the maintenance of any driveways from a Main Road to the Lot from that point where such driveways tie into the Main Road.
- 5.03 The Association will record easements allowing access to the areas requiring maintenance listed in Article IV, Section 1. The Association has the right to access the Main Road Fence within the recorded Utility Easement that extends 15 feet into each Lot from the County Right-of-way in order to repair and maintain the Main Road Fence.

**Section 6. Use Restrictions.**

- 6.01 **Commercial Activity.** No retail, industrial, manufacturing, business, multifamily office building, or mixed use commercial activity is permitted on any Lot. Noxious or offensive activities of any sort including loud noises or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted. The Association has the power to establish rules that more fully define which activities constitute a "nuisance," provided that the rules are applied equally to all Lots and are not enforced in an arbitrary or capricious manner.
- 6.02 **Home-based Businesses.** Businesses and business activities not specifically excluded elsewhere in this instrument which involve use of office space which does not exceed one thousand (1000) square feet of space in either residence, garage or other building and which involve no direct on-site sales are permitted. Home-based businesses are not permitted to have deliveries from or to the business using semi trucks or trailers.
- 6.03 **Signs.** Signs on the Property are prohibited, with the following exceptions:  
Signs advertising the banks and construction companies involved in the construction of improvements are allowed during the construction phase. Signs advertising a property for sale or lease are also permissible. No sign may exceed six square feet or extend higher than four feet above the ground and no sign shall be illuminated. No more than three signs shall be installed on the property at any single point in time.
- 6.04 **Outdoor Lighting.** No unshielded lamp or light of any kind is permitted. A security light, or lights, mounted on a building is permitted so long as it has a shade or shield that prevents the light from shining directly onto the ground within sixty feet (60') of side or rear boundaries.  
Lighted outdoor riding and/or roping arenas without roofs and walls are prohibited.
- 6.05 **Non-Residential Structures.** None of the following structures may be used as a residence, at any time: structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings. Camping and/or use of a travel trailer or motor home on the property as living quarters, even for one day, is strictly prohibited. No storage buildings are to be constructed on the property prior to the start of construction of the main residence. Non-Residential structures may be used as building offices and for related purposes during the construction period and shall not be constructed, placed or installed more than thirty days prior to beginning construction on the main residence. Such structures shall be set back at least one hundred feet from the right-of-way along Hillview Road and Old Highway 36 and shall be removed immediately after completion of construction.

- 6.06 **Subdivision.** No Lot as platted may be subdivided by the Grantee, their successors or assigns.

**Section 7. Storage of Automobiles, Boats, Trailers and other Vehicles.** No boat trailers, boats, travel trailers, campers, or trailers of any kind shall be stored or parked outside of a building on the property. No inoperable vehicles or vehicles larger than one ton shall be stored outside of a building. Standard automobiles and trucks no larger than one ton that are licensed, registered and operational may be parked in the driveway within fifty feet of the garage. No more than three vehicles may be parked outside of a building on a regular basis. Additional vehicles owned by guests may be parked outside for a maximum of seven consecutive days.

No semi trucks or trailers are allowed to be parked or stored on any Lot or within any Main Road right-of-way, except temporarily as needed to make deliveries to Lot Owners. Deliveries related to home-based businesses requiring semi trucks or trailers are not permitted.

**Section 8. Mineral Operations.** No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any Lot. No wells (excluding water wells and septic tanks), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

**Section 9. Agricultural Use.** For purposes hereof, the term "agricultural use" shall be limited as follows:

- 9.01 **Commercial Livestock.** Raising of livestock shall be permitted; however, commercial operations such as breeding animals for sale or feed lot operations are prohibited. Livestock shall be limited to one (1) animal unit per acre. Raising of swine and poultry are strictly prohibited. Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit.
- 9.02 **Non-commercial Livestock and Poultry.** Rabbits, poultry, and other livestock raised for non-commercial purposes, including as 4-H, FFA, and vocational agricultural projects and for personal use, shall be allowed only if maintained at least fifty feet (50') behind the back wall of the main residence in a fenced or penned area located no nearer than sixty feet (60') from any Lot line. Swine are prohibited.
- 9.03 **Crops.** Raising of crops is permitted.
- 9.04 **Dogs and Cats.** Dogs shall be limited to one dog per acre and not to exceed three dogs per Lot. If two or more Lots are combined for one residence, the total number of dogs allowed shall not exceed the number that would be allowed for all of the combined Lots if sold individually. Dogs shall not be allowed to roam freely and must be leashed or confined within a building or fenced area. Cats shall be limited to one cat per acre.

No breeding or boarding of dogs, cats or other pets is allowed if such activity would cause the number of animals to exceed the number permitted herein.

**Section 10. Noxious or Dangerous Activities.** Any activities that may endanger the health or unreasonably disturb the peaceful enjoyment of other Owners of adjoining land are prohibited.

10.01 **Firearms.** No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except for the protection of Owners of the Lots and their property or animals from predators or nuisance varmints in a lawful manner.

10.02 **All Terrain Vehicles.** Dirt bike riding is prohibited. Use of all terrain vehicles (ATVs) is permissible as long as the noise does not disturb the peaceful enjoyment of other Property Owners.

**Section 11. Walls, Fences and Hedges.** Each Lot shall have board fencing installed along the Road frontage as specified hereafter in order to maintain continuity and consistency ("the Main Road Fence"). The Main Road Fence shall be constructed by Land of Oaks Development LLC and/or contractors hired by Land of Oaks Development LLC. The Main Road Fence shall be installed along the County's right-of-way along Hillview Road. The Main Road Fence shall be maintained by the Sycamore Hill Property Owners' Association.

11.01 **The Main Road Fence** shall be constructed of five (5) boards that are two inches thick by six inches wide (2" x 6") that are treated pine or cedar wood or similar natural hardwoods and stained with a solid color black stain.

The Main Road Fence shall be fifty-four inches (54") in height. The vertical supports of the Main Road Fence shall be either four inches by four inches (4" x 4"), four by six inches (4" x 6") or six inches by six inches (6" x 6") on eight-foot (8') centers.

There shall be four (4) equidistant horizontal cross-members of the Main Road Fence. The cross-members shall be two by six (2" x 6") planks. There shall be one (1) horizontal cap over the vertical supports constructed of two by six (2" x 6") planks. The lowest horizontal cross-member shall be eleven inches (11") from ground level. The other three (3) horizontal cross-members shall be approximately seven inches (7") from the cross-member below. Fencing must be maintained, stained with solid color low gloss black stain and kept in good repair. Wire fencing may be installed behind the board fencing and may be attached to the vertical fence posts. The wire fencing must not be higher than the board fence.

Existing driveway openings in the fence may be used as driveway entrances; however, it is permissible for the Lot Owner to move the driveway opening to another location along the Owner's Lot frontage on Hillview Road.

11.02 **Side boundary fencing.** Side fences are optional. If the owner chooses to fence side boundaries, the fencing shall not exceed fifty-four inches (54") in height from the front property line that is the Hillview Road right-of-way



extending to the rear wall of the main residence. Behind the rear wall of the main residence the side boundary fencing shall not exceed seventy-two inches (72") in height. The height of rear fencing is not limited. Side and rear boundary fencing may be constructed of smooth wire fencing. Barbed wire fencing and hurricane-type or chain-link fences are prohibited for use as boundary fencing. Chain link fencing that is constructed at least sixty feet (60') from a side boundary for the purpose of confining dogs is permissible.

Any board fencing constructed along side boundaries between the front property line and the rear wall of the main residence must meet the specifications set forth for the Main Road fencing. Board fencing installed behind the rear wall of the main residence shall not exceed seventy-two inches (72") in height.

- 11.03 **Shrubby, trees and hedges** are permitted along all boundaries, except the boundary along Hillview Road. No fencing, shrubbery or trees shall be planted by Owner within six feet (6') of the Hillview Road right-of-way or within six feet (6') of the Old Highway 36 right-of-way in order to avoid interference with underground electric and phone lines. Existing trees within six feet (6') of the Hillview Road right-of-way may remain. In most cases, the Hillview Road right-of-way is estimated to be approximately twenty-four feet (24') outside the edge of the Hillview Road pavement and approximately thirty-five feet (35') from the centerline of Hillview Road. For the exact location of these rights-of-way, each Owner should consult a licensed surveyor. Austin County may remove existing trees that are located in road right-of-ways, at its discretion.

**Section 12. Protection of Creek and Drainage.** No obstruction of the creeks on the property shall be permitted. Construction of ponds, driveways, and buildings shall be done in such a manner that water shall not be caused to pool on any other Lot.

Construction of ponds shall not be permitted within the watershed that feeds the lake in Sycamore Hill Park. Ponds shall not be permitted on lots 12, 13, 14, 15, or 16. Ponds shall be permitted on the remaining lots only if the watershed for the new pond is not within the watershed that feeds the lake in Sycamore Hill Park. Ponds must be designed and located such that they do not need to be filled using groundwater from a well. Ponds must either be stocked with fish or aerated such that the pond does not support mosquito larvae. Property owners must obtain approval from the ARC prior to beginning pond construction to determine whether it would lie within the watershed of the lake in Sycamore Hill Park.

**Section 13. Septic Systems and Water Wells.** Prior to occupancy of a home, or any livable building each Lot Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by applicable law, including the laws of the State of Texas and the rules and regulations of Austin County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining Lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Public water will be available at the frontage of each property along the main road. If water wells are drilled, they shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Austin County, Texas.

- Section 14. Mowing.** Each Lot Owner is responsible for cutting the grass on his/her Lot a minimum of two times annually during the months of March, April, May, June, July, August, September, and October prior to and following construction of a residence. The Association has the power to create rules and guidelines for cutting grass, including maximum height of grass, in order to assist in controlling potential problems with rodents, snakes and other nuisances.

**ARTICLE III**  
**SYCAMORE HILL PROPERTY OWNERS' ASSOCIATION, INC.**

- Section 1. Purpose of the Sycamore Hill Property Owners' Association, Inc., hereafter called the "Association."** The Association is a Texas Non-Profit Corporation established for the purpose of managing the maintenance and improvement of all common areas owned by the Association, including Sycamore Hill Park, a 36.43-acre reserve and the Machemehl Family Cemetery, a reserve consisting of .28 acre. The Association also has recorded easements that enable the Association to oversee the maintenance of the following: (1) the permanent sign at the intersection of Old Highway 36 and Hillview Road, (2) the community mail boxes, (3) the board fencing described herein as the Main Road Fence and (4) the French drain system located at the rear of Lot 19 that collects spring water and the pipe that carries the spring water to the lake located in Sycamore Hill Park.
- Section 2. Responsibilities of the Association.** The Association will be responsible for: (1) overseeing maintenance of common areas, board fencing, community mail boxes, French drain and pipe carrying spring water to the lake in the Park, and the entrance sign as described in Article III, Section 1, (2) enforcement of the Declaration of Covenants, Conditions and Restrictions, the "Declaration," however, all Lot Owners and the Developer also have the right to enforce the Declaration (3) collection of the Quarterly Maintenance Assessment "Assessment" as described in Article IV (4) enforcement and revision of rules for Sycamore Hill Park, and (5) oversight of the Architectural Review Committee after such time as 70% of the Lots have been sold by the Developer.
- Section 3. Bylaws of the Association.** The Association Bylaws are contained in Attachment A of the Declaration.
- Section 4. Sycamore Hill Park Rules.** The Association is responsible for enforcing the Park rules. The Association may revise the rules for Sycamore Hill Park upon obtaining an affirmative vote of two-thirds of the Owners. The Park Rules are contained in Attachment B of the Declaration.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Purpose of Assessments.** The Quarterly Maintenance Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots within the Property and for the improvements and maintenance of the Common Area, including the Sycamore Hill Park and the Main Road Fences. There shall be a Quarterly Assessment "Assessment," that shall be collected from each Lot Owner to pay for the following expenses: (1) maintenance, staining, repair and/or replacement of board fencing along the Main Road frontage, (2) maintenance of the pavilion and deck located in the Sycamore Hill Park, (3) maintenance of the landscaping and irrigation system in Sycamore Hill Park, (4) maintenance and repair of the septic system located in the Sycamore Hill Park, (5) real estate taxes on the property owned by the Association, which includes the 36.43-acre Sycamore Hill Park, (6) maintenance of the wildlife practices in place that currently provide an agricultural valuation of the Park land, (7) maintenance of the permanent sign at intersection of Old Highway 36 and Hillview Road, (8) maintenance, repair and replacement of the community mailboxes, (9) maintenance of the Machehele Family Cemetery Reserve consisting of .28 acres, (10) maintenance of the French drain system located at the rear of Lot 19 that collects spring water and the pipe that carries the spring water to the lake located in Sycamore Hill Park, (11) utility charges, (12) liability insurance, (13) mowing and clearing of Park pavilion and grounds and (14) any other maintenance as deemed necessary by the Association Board.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** Developer, in the case of each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) Regular Quarterly Assessments in the amount of two hundred dollars (\$200.00), that automatically shall be adjusted annually consistent with inflation without a vote or amendment to these Restrictions or the Bylaws. (2) Prior to start of construction of the residence, Lot Owners will pay sixty percent (60%) of the Regular Quarterly Assessment. The Association will be responsible for fulfilling the maintenance described in Article IV, Section 1 after the Assessment begins. (3) Assessments as levied by the Association following procedures as set forth in the Associations' Bylaws for obtaining approval of assessments ("Special Assessments").

The term "Assessments" means all Regular Quarterly Assessments and Special Assessments, together with all other sums due to the Association under the terms of these Restrictions or under the Bylaws (authorized by these Restrictions or applicable law), including all lawful costs and charges associated with the collection of Assessments, including (without implied limitation) interest, costs, postage, delivery fees, filing fees, and reasonable attorneys' fees. All Assessments are a charge on the Lot and shall be a continuing lien upon the Lot against which the Assessments are made. All Assessments are also the personal obligation of the person who was the Owner of the Lot at the time when the Assessments fell due. Appropriate

recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Developer for the purpose of securing payment of said charge assigned to the Association without recourse on Developer in any manner for the payment of said charge and indebtedness.

The Assessments will be collected by the Association. After 70% of the Lots are sold, the Association will be permitted to establish additional assessments and increase or decrease the Assessment upon obtaining an affirmative vote of two-thirds of the Owners. Line items of the budget may be revised by the Association's Board of Directors as needed.

**Section 3. First Assessment Payment.** The Regular Quarterly Assessment will begin one year after the first day of the next quarter following the conveyance of the first Lot to an Owner. The Developer will be responsible for maintenance described in Article IV, Section 1 until the Assessment begins. Lot Owners will begin paying the full Regular Quarterly Assessment on the first day of the quarter following the date the Lot Owner begins construction of their residence. The Association is responsible for maintaining the common areas such that the condition is the same or better than at the time the Assessment begins. The Developer will pay sixty percent (60%) of the Assessment on Lots owned by the Developer after the Assessment begins.

#### **ARTICLE V GENERAL PROVISIONS**

**Section 1. Enforcement.** All restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall run with the land. The Association, any Owner, or the Developer, shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Association, Owners or the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, Owners or Developer may recover reasonable attorney fees and court costs incurred in the effort to enforce the deed restrictions.

**Section 2. Term - Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded ("Initial Term"). At the end of this initial 30-year term and any successive extensions thereof, these Restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Records of Real Property of Austin County, Texas an instrument signed by those Owners of at least seventy-five percent (75%) of the Lots. This Declaration may be amended by an instrument signed by those Owners of not less than seventy-five percent (75%) of the Lots.

**Section 3. Annexation.** Developer may annex additional residential property and/or Common Area to the Property without approval or consent of Owners of the Lots. The annexed property will be similarly restricted for single-family residential use only.

**Section 4. Lienholder.** Industry State Bank ("Lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Property to the covenants, conditions and restrictions hereby imposed by Developer with, however, the stipulation that such subordination does not extend to any lien that secures any Assessment.

**Section 5. Execution by the Association.** The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration this 15th day of September, 2010.

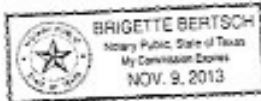
DEVELOPER  
Land of Oaks Development LLC

By: Nancy S. Naron  
Nancy S. Naron, President

By: Dennis M. Holder  
Dennis M. Holder, Vice-President

THE STATE OF TEXAS  
COUNTY OF AUSTIN

This instrument was acknowledged before me on September 15, 2010 by Nancy S. Naron, President, Land of Oaks Development LLC and by Dennis M. Holder, Vice-President of Land of Oaks Development LLC.



Brigette Bertsch  
Notary Public, State of Texas

LIENHOLDER:  
By: Industry State Bank  
Industry State Bank

THE STATE OF TEXAS  
COUNTY OF AUSTIN

This instrument was acknowledged before me on September 15, 2010, by J. Doak Hartley, President of Industry State Bank.



Brigette Bertsch  
Notary Public, State of Texas

ATTACHMENT A

BYLAWS

OF

SYCAMORE HILL PROPERTY OWNERS' ASSOCIATION, INC.

a Texas Non-Profit Corporation

BYLAWS

OF

SYCAMORE HILL PROPERTY OWNERS' ASSOCIATION, INC.

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BYLAWS

OF

**SYCAMORE HILL PROPERTY OWNERS' ASSOCIATION, INC.**

Article 1)

Offices

Section a) **Principal Office:** The principal office of the Sycamore Hill Property Owners' Association, Inc. (the "Association") in the State of Texas shall be located at 14941 Frantz Road, Cat Spring, TX 78933. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may designate or as the operations of the Association may require from time to time.

Section b) **Registered Office:** The registered office of the Association required by the Texas Non-Profit Corporation Act to be maintained in the State of Texas may be, but need not be, identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

Article 2)

Project/Declaration

Section a) **Project:** The Association has been formed in connection with that certain tract of land containing approximately 155.521 acres in Austin County, Texas, presently consisting of twenty-seven (27) residential lots (each called a "Lot") in one block, and two (2) reserves, commonly known as Sycamore Hill (the "Project"), as is more fully described in the Declaration (defined below). Each of the Lots in the Project (as defined in the Declaration) is referred to in these Bylaws as a "Residential Unit". The Project is being developed by Land of Oaks Development LLC ("Developer").



Section b) **Declaration:** The Project is subject to and governed by the provisions of the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill, dated on or about September 10, 2010, filed in the Official Records of Real Property of Austin County, Texas (the "Declaration"). Unless otherwise defined in these Bylaws, any capitalized term will have the meaning described in the Declaration. If any of these Bylaws appear to conflict with the any provision of the Declaration, then the terms of the Declaration shall control. These Bylaws may be amended or replaced from time to time by the Board, as provided herein.

Section c) **Personal Application:** These Bylaws bind following persons (present or future), who are each subject to the terms and conditions hereof: Owners, tenants, employees or other persons that use or occupy any portion of the Project in any manner. The act of using, occupying or acquiring title to any portion of the Project shall constitute such person's full acceptance and ratification of these Bylaws.

Article 3)  
Members

Section a) **Members:** The members of the Association shall be those persons described in the Declaration as "Members" of the Association. A Member is the Owner of a Residential Unit, who is identified as the person who will represent the Residential Unit, as provided in the Declaration. Developer is also a Member of the Association, as provided in the Declaration. Membership in the Association is appurtenant to ownership of a Residential Unit, as provided herein and in the Declaration. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Council that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Unit in the Project. Such deed shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

Section b) **First Meeting:** At the first meeting thereof, the Members of the Association shall elect the first Member-elected Board of Directors of the Association, in the same manner as an annual meeting of the Members.

Section c) **Annual Meeting:** Unless otherwise determined by the Board of Directors, the annual meeting of the Members shall be held on the third Tuesday in the fourth month after the end of the Association's fiscal year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as convenient.

Section d) **Special Meeting:** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the Chairman of the Board, the Board of Directors, the President, or at least fifty percent (50%) of the Members entitled to vote at the meeting. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the notice of the meeting.

Section c) **Place of Meeting:** Meetings of the Members may be held at any place, within or without the State of Texas, designated in the notice or waiver of notice of the meeting. If no designation is so made, meetings of the Members shall be held at the principal office of the Association.

Section f) **Notice of Meeting:** Written notice stating the place, date, and time of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. Such notice shall have been given if hand-delivered or mailed to each Residential Unit.

Section g) **List of Members:** A complete list of the Members entitled to vote at each Members' meeting or any adjournment thereof, arranged in alphabetical order, with the address of the Residential Unit owned by each Member, shall be prepared by the Secretary and kept on file at the registered office of the Association. Such list shall be subject to inspection by any Member of the Association during usual business hours for a period of at least ten days prior to each meeting and shall be produced and kept open at each meeting and at all times during each meeting. The membership roll maintained by the Secretary of the Association shall be prima facie evidence as to who are the Members entitled to vote at any meeting of the Members.

Section h) **Quorum:** Members representing at least fifty percent (50%) Members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the Members. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section i) **Adjournments:** If the number of Members necessary to constitute a quorum shall fail to attend any meeting of the Members in person or by proxy, then the Members present at such meeting, representing a majority of the Members, in person or by proxy, may adjourn any such meeting from time to time without notice, provided that they shall announce (at such time) the time and place at which the meeting will reconvene. Members representing a majority of the Members entitled to vote and present at such meeting (in person or represented by proxy) may also adjourn any meeting of the Members from time to time and without notice, provided that they shall announce (at such time) the time and place at which the meeting will reconvene. If the adjournment is for more than 60 days, or if after adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record.

entitled to vote at such meeting. At any such adjourned meeting at which a quorum is present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified or called.

**Section j) Proxies:** At all meetings of the Members a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney in fact. To be effective, such proxy must be in writing and must be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after the occurrence of any of the following events: (a) eleven months from the date of the execution of such proxy, unless otherwise provided in the proxy; (b) the death of the person that granted the proxy, or the declaration in a court of competent jurisdiction that the person that granted the proxy is legally incompetent; or (c) the conveyance of the interest in the project held by the person that granted the proxy, so that he/she is no longer a Member. A proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law. Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if any even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the number of Members that is represented by such proxies.

**Section k) Nomination and Election:** Nominations for election to the Board of Directors shall be made by the Members from the floor at the annual meeting of Members, with respect to each Directorship subject to election. Members (or their properly authorized proxies) may cast the number of votes to which they are entitled under the Declaration. The nominee receiving the highest number of votes shall be elected.

**Section l) Voting by Members:** Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws the following shall apply:

i) When a quorum is present at any meeting, the vote of Members representing a majority of the Members entitled to vote and present at such meeting (in person or represented by proxy) shall decide any matter submitted to such meeting, unless the matter is one upon which by law, the Articles of Incorporation, or these Bylaws the vote of a greater number is required, in which case the vote of such greater number shall govern and control the decision of such matter.

ii) All voting shall be by oral vote, except that upon the determination of the Chairman of the meeting or upon the demand of any qualified voter or his proxy, voting on any question, matter, or business at such meeting shall be by ballot. In the event any business, question, or matter is so voted upon by ballot, then each ballot shall be signed by the Member voting or by his proxy and shall state the number of Members so voted.

iii) IN THE EVENT THAT AN OWNER OF A RESIDENTIAL UNIT IS IN DEFAULT IN THE PAYMENT OF ASSESSMENTS UNDER THE DECLARATION, THEN SUCH RESIDENTIAL UNIT (AND THE MEMBER REPRESENTING SUCH RESIDENTIAL UNIT) SHALL NOT BE ENTITLED TO VOTE WITH RESPECT TO SUCH RESIDENTIAL UNIT. For purposes of these Bylaws, all Assessments shall be deemed to be valid and the proper exercise of the Board's power unless and until a final, non-appealable judgment is entered overturning such Assessment.

**Section m) Voting by Certain Members:**

i) The vote of a Residential Unit owned by a corporation may be exercised by the President of such corporation or any other officer, agent, or proxy as the bylaws or resolution of such corporation may prescribe, or other person acceptable to the Board of Directors.

ii) The vote of a Residential Unit owned by a partnership, joint venture or other entity may be exercised by any person who is duly authorized by such entity, or by any other partner, member, owner, or agent thereof acceptable to the Board of Directors.

iii) The vote of a Residential Unit subject to a duly appointed administrator, executor, guardian, or conservator may be exercised by such administrator, executor, guardian or conservator as a Member on behalf of such Residential Unit, either in person or by proxy, without a transfer of the Residential Unit into his/her name.

iv) The vote of a Residential Unit that is held in the name of a trustee may be exercised by the trustee, either in person or by proxy, but no trustee shall be entitled to vote on behalf of a Residential Unit without transfer of such Residential Unit into his/her name.

v) The vote of a Residential Unit standing in the name of or under the control of a receiver may be exercised by such receiver, without the transfer of such shares into his/her name, if authority to vote as a Member of the Association is contained in an appropriate order of the court by which such receiver was appointed.

vi) A Member whose Residential Unit is subject to a lien, mortgage, deed of trust or other security interest shall be entitled to vote as a Member of the Association until legal title to the Residential Unit has been transferred on the books and records of the Association into the name of the mortgagee or other transferee, and thereafter the transferee shall be entitled to vote as a Member of the Association.

**Section n) Order of Business and Rules of Procedure:** The President of the Association, or in the event of his absence, omission, or refusal to so act, a Vice President of the Association, shall call each meeting of the Members to order and shall act as Chairman of such

meeting. If neither the President nor a Vice President of the Association acts or will act as the Chairman of the meeting of the Members, then the Members may appoint a Chairman who shall act as Chairman of the meeting.

The Secretary of the Association, or in the event of his absence, omission, or refusal to act, an Assistant Secretary, shall act as Secretary of each meeting of the Members. If neither the Secretary nor an Assistant Secretary acts or will act as Secretary of the meeting of the Members, then the Chairman of the meeting or, if he fails to do so, the Members, may appoint any person to act as Secretary of the meeting and such person shall act as Secretary of the meeting.

The Chairman of any meeting shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him in order. Unless the Chairman of the meeting shall otherwise determine, the order of business shall be as follows:

- (1) Call to order.
- (2) Election of a Chairman and the appointment of a Secretary, if necessary.
- (3) Presentation of proof of due calling and notice of the meeting.
- (4) Presentation and examination of proxies.
- (5) Ascertainment and announcement of presence of quorum.
- (6) Approval or waiver of approval of prior minutes.
- (7) Report of officers.
- (8) Nomination for Directors.
- (9) Receiving motions and resolutions.
- (10) Discussion of election of Directors, motions, and resolutions.
- (11) Vote on Directors, motions, and resolutions.
- (12) Any other unfinished business.
- (13) Any other new business.
- (14) Receipt of report of inspector on results of election and vote on motions and resolutions.

(15) Adjournment.

In all matters pertaining to conduct of the Members' meetings, the procedures set forth in Robert's Rules of Order shall be followed. Legal counsel to the Association, or such other person as is specified in notice of the meeting, shall act as parliamentarian.

Section o) **Inspectors of Election:** In advance of any meeting of the Members, the Board of Directors may appoint one or more inspectors of election. If there is no such appointment made in advance, or if any appointed person refuses or fails to serve, the Chairman of the meeting may appoint such inspectors or appoint a replacement for any inspector refusing or failing to serve. Inspectors of election shall determine the legal ownership of the Residential Units, the Member who is qualified to vote with respect to such Residential Unit, whether the Owners of such Residential Unit(s) is in default in the payment of Assessments, the existence of a quorum, and authenticity, validity, and effect of proxies. The inspectors shall receive votes, ballots, assents, and consents, and hear and determine all challenges and questions in any way arising in connection with a vote. They shall count and tabulate all votes, assents, and consents, and determine and announce results and do all other acts as may be proper to conduct elections or votes with fairness to all of the Members.

Section p) **Action Without a Meeting:** Any action required by law or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Council.

Article 4)  
Board of Directors

Section a) **General Powers:** The business and affairs of the Association shall be managed by its Board of Directors. In addition to the powers and authorities expressly conferred upon them by these Bylaws, the Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by law or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the Members.

Section b) **Number, Tenure, and Qualifications:** The number of Directors of the Association shall be determined from time to time by resolution adopted by a majority of the Board of Directors or by the Members (but in no event shall be less than three); provided, however, that no decrease in the number of Directors by the Board of Directors shall have the effect of shortening the term of any incumbent Director. If the Board of Directors makes no such determination, the number of Directors shall be the number set forth in the Articles of Incorporation. Each Director shall hold office until the next annual meeting of the Members, or special meeting held for the purpose of electing Directors, and until his successor shall have been elected and qualified. Directors need not be Owners or residents of the State of Texas or Members of the Association.

Section c) **Regular Meetings:** A regular meeting of the Board of Directors shall be held without other notice than these Bylaws immediately after, and at the same place as, the annual meeting of the Members. The Board of Directors may provide by resolution, the time and place, either within or without the State of Texas, for the holding of additional regular meetings without other notice than such resolution.

Section d) **Special Meetings:** Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President, or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board of Directors called by them.

Section e) **Notice:** Notice of any special meeting shall be given at least three (3) business days in advance by written notice, telephone, telegram, or other reasonable means of communication. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.

Section f) **Quorum:** A majority of the number of Directors fixed by Section 2 of this Article IV (but not less than three Directors) shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting, a majority of the Directors present at such meeting may adjourn the meeting from time to time without further notice, other than by announcement at such meeting of the time and place at which the meeting will reconvene, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment thereof shall have been completed.

Section g) **Manner of Acting:** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation, or these Bylaws. Regular and Special meetings of the Board of Directors shall be open to all Members of the Association; provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of the Board present at such meeting. The Board may, with the approval of a majority of the Board present at such meeting, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section h) **Removal:** At any meeting of the Members (after the Transition Date) called expressly for that purpose, any Director or the entire Board of Directors may be removed from

office, with or without cause, by a vote of the Members who represent at least seventy-five percent (75%) of the Residential Units then entitled to vote at an election of Directors. Any vacancy or vacancies in the Board resulting therefrom may be filled as described below.

Section i) **Resignation:** Any Director may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective. Any vacancy or vacancies in the Board resulting therefrom may be filled as described below.

Section j) **Vacancies:** Any vacancy occurring in the Board of Directors may be filled by the appointment of a successor by a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of any increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of the Members called for that purpose, or by the Board of Directors, for a term of office continuing only until the next election of one or more Directors by the Members; provided, however, that the Board of Directors may not fill more than two such Directorships during the period between any two successive annual meetings of the Members.

Section k) **Compensation:** By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as a Director. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section l) **Presumption of Assent:** A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who abstained or voted in favor of such action.

Section m) **Chairman of the Board:** The Board of Directors may select from among its members a Chairman of the Board who may, if so elected, preside at all meetings of the Board of Directors and approve the minutes of all proceedings thereat, and he shall be available to consult with and advise the officers of the Association with respect to the conduct of the business and affairs of the Association and shall have such other powers and duties as designated in accordance with these Bylaws and as from time to time may be assigned to him by the Board of Directors.



Article 5)  
Officers

Section a) **Principal Officers:** The officers of the Association shall be a President and a Secretary, each of whom shall be elected by the Board of Directors. The Association may also establish one or more Vice Presidents, a Treasurer, and such other officers and assistant officers as the Board of Directors may deem to be necessary. All such offices shall be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, other than the office of the President and the Secretary, which must be held by different persons.

Section b) **Election and Term of Office:** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified or until his death or until he shall resign or shall have been removed from office in the manner hereinafter provided.

Section c) **Removal:** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section d) **Resignation:** Any officer may resign at any time by giving written notice thereof to the Board of Directors or to the President or Secretary of the Association. Any such resignation shall take effect at the time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section e) **Vacancies:** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section f) **Powers and Duties of Officers:** The officers shall perform the duties and exercise the powers expressly conferred or provided for in these Bylaws, as well as the usual duties and powers incident to such offices, respectively, and such other duties and powers as may be assigned to them by the Board of Directors or by the President.

Section g) **President:** Subject to the Board of Directors, the President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the Board of

Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section h) **Vice President:** In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section i) **Secretary:** The Secretary shall keep the minutes of the Members' and the Board of Directors' meetings in one or more books provided for that purpose; see that all notices are given in accordance with the provisions of these Bylaws and as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; keep a register of the address of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section j) **Treasurer:** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and shall in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section k) **Assistant Secretaries and Assistant Treasurers:** The Assistant Secretaries, when authorized by the Board of Directors, may sign with the President or a Vice President. The Assistant Treasurers shall, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

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Section l) **Compensation:** The compensation of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a Director of the Association.

Article 6)  
Committees

Section a) **Committees of Directors:** The Board of Directors may by resolution designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in such resolution, shall exercise the authority of the Board of Directors in the management of the Association. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Association; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the sale, lease, or exchange of all or substantially all of the property or assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him by law.

Section b) **Other Committees:** Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by resolution adopted by the Board of Directors. Except as otherwise provided in such resolution, the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

Section c) **Term of Office:** Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section d) **Chairman:** One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section e) **Vacancies:** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section f) **Quorum:** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum

and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section g) **Rules:** Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Article 7)

Indemnification and Interested Transactions

Section a) **Indemnification:**

i) Defined Terms: The following terms used in this Article VII are specifically defined as follows:

(1) "Association" includes any domestic or foreign predecessor entity of the Association in a merger, consolidation, or other transaction in which the liabilities of the predecessor are transferred to the Association by operation of law and in any other transaction in which the Association assumes the liabilities of the predecessor but does not specifically exclude liabilities that are the subject matter of this Article VII.

(2) "Director" means any person who is or was a Director of the Association and any person who, while a Director of the Association, is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic Association, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(3) "Expenses" include court costs and attorneys' fees.

(4) "Official Capacity" means:

- (a) when used with respect to a Director, the office of Director in the Association; and
- (b) when used with respect to a person other than a Director, the elective or appointive office in the Association held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Association; but
- (c) Neither Paragraph (a) nor (b) includes service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(5) "Proceeding" means any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ii) The Association may indemnify any person who was, is, or is threatened to be made a named defendant or respondent in any Proceeding because, in whole or in part, he is or was a Director only if it is determined in accordance with these Bylaws that the person:

- (1) conducted himself in good faith;
- (2) reasonably believed:
  - (a) in the case of conduct in his Official Capacity as a Director of the Association, that his conduct was in the Association's best interests; and
  - (b) in all other cases, that his conduct was at least not opposed to the Association's best interests; and
  - (c) in the case of any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

iii) Except to the extent permitted by Section 1.E. of this Article VII, a Director shall not be indemnified under Section 1.B. of this Article VII with respect to obligations resulting from a Proceeding:

- (1) in which the person is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's Official Capacity; or
- (2) in which the person is found liable to the Association.

iv) The termination of a Proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, be determinative that the person did not meet the requirements for indemnification set forth in Section 1.B. of this Article VII. A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

v) A person may be indemnified under Section 1.B. of this Article against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable Expenses actually incurred by the person in connection with the Proceeding; but if the person is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the person, the indemnification (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding, and (2) shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association.

vi) Indemnification under Section 1.B. of this Article VII (unless ordered by a court of competent jurisdiction) shall be made:

(1) by a majority vote of a quorum of the Board of Directors at a meeting thereof, which quorum consists of Directors who at the time of the vote are not named defendants or respondents in the Proceeding;

(2) if such a quorum (described in subparagraph (1)) cannot be obtained, then by a majority vote of a committee of the Board of Directors, which committee shall be designated to act in the matter by a majority vote of the full Board of Directors (in which vote Directors who are named defendants or respondents may participate), which committee shall consist solely of two or more Directors who at the time of the vote are not named defendants or respondents in the Proceeding;

(3) by special legal counsel, selected by (i) the Board of Directors or (ii) a committee of the Board of Directors by vote as set forth in subparagraphs (1) or (2) of this Section 1.F., or (iii) (if such quorums of the full Board of Directors cannot be obtained and such a committee cannot be established) by a majority vote of the full Board of Directors (in which vote Directors who are named defendants or respondents may participate); or

(4) by the Members in a vote that excludes the Members who are Directors named defendants or respondents in the Proceeding.

vii) Authorization of indemnification and determination as to reasonableness of Expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of Expenses must be made in a manner specified in Section 1.F.(3) of this Article VII for the selection of such special legal counsel. In the event a determination is made under Section 1.F. of this Article VII that the Director has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably pro rated.

viii) A Director who has been wholly successful, on the merits or otherwise, in the defense of any Proceeding in which he is a party because he is or was a Director shall be indemnified by the Association against reasonable Expenses incurred by him in connection with the Proceeding.

ix) If, in a suit for the indemnification required by Section H of this Article VII, a court of competent jurisdiction determines that the Director is entitled to indemnification

under that Section, the court shall order indemnification and shall award to the Director the expenses incurred in securing the indemnification.

x) If, upon application of a Director, a court of competent jurisdiction determines, after giving any notice the court considers necessary, that the Director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he has met the requirements set forth in subsection 1.B. of this Article VII or has been found liable in the circumstances described in Section 1.C. of this Article VII, the court may order the indemnification that the court determines is proper and equitable; however, the court shall limit indemnification to reasonable Expenses actually incurred by the person in connection with such Proceeding, if the Proceeding is brought by or in behalf of the Association or if the Director is found liable on the basis of circumstances described in Section 1.C., whether or not the benefit resulted from an action taken in the person's Official Capacity.

xi) Reasonable Expenses incurred by a Director who was, is, or is threatened to be made a named defendant or respondent in a Proceeding may be paid or reimbursed by the Association in advance of the final disposition of such Proceeding and without the determination specified in Section F of this Article VII or the authorization or determination specified in Section G of this Article VII, after the Association receives the following: (i) a written affirmation by the Director of his good faith belief that he has met the standard of conduct necessary for indemnification set forth in this Article VII, and (ii) a written undertaking by or on behalf of the Director to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard, or if it is ultimately determined that indemnification of the Director against Expenses incurred by him in connection with that Proceeding is prohibited by Section E of this Article VII. A provision contained in the Articles of Incorporation of the Association, the Bylaws of the Association, a resolution of Members or Directors or an agreement that makes mandatory the payment or reimbursement permitted under this section shall be deemed to constitute authorization of that payment or reimbursement.

xii) The written undertaking required by Section K of this Article VII must be an unlimited general obligation of the Director but need not be secured. It may be accepted without reference to financial ability to make repayment.

xiii) A provision for the Association to indemnify or to advance Expenses to a Director who was, is, or is threatened to be made a named defendant or respondent in a Proceeding, whether contained in the Articles of Incorporation, these Bylaws, a resolution of Members or Directors, an agreement, or otherwise (except as contemplated by Section 2. of this Article VII), is valid only to the extent that it is consistent with this Article VII or, to the extent that indemnity hereunder is limited by the Texas Non-Profit Corporation Act or the Articles of Incorporation, if any such limitations exist. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, agreement, insurance policy, vote of

Members or disinterested Directors or otherwise, both as to action in their Official Capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person. The indemnification provided by this Article VII shall be subject to all valid and applicable laws, including, without limitation, Article 2.22A of the Texas Non-Profit Corporation Act, and, in the event this Article VII or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article VII shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

xiv) Notwithstanding any other provision of this Article VII, the Association may pay or reimburse Expenses incurred by a Director in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

xv) An officer of the Association shall be indemnified as and to the same extent provided in Sections H, I and J of this Article VII for a Director and is entitled to seek indemnification under those sections to the same extent as a Director. The Association may indemnify and advance Expenses to an officer, employee, or agent of the Association to the same extent that it may indemnify and advance Expenses to Directors pursuant to this Article VII.

xvi) The Association may indemnify and advance Expenses to a person who is not or was not an officer, employee, or agent of the Association but who is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise to the same extent that it may indemnify and advance expenses to Directors under this Article VII.

xvii) The Association may indemnify and advance Expenses to an officer, employee, or agent or person who is identified Section P of this Article VII and who is not a Director to such further extent, consistent with law, as may be provided by the Articles of Incorporation, these Bylaws, general or specific action of the Board of Directors, or contract or as permitted or required by common law.

xviii) Any indemnification of or advance of Expenses to a Director in accordance with this Article VII shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting pursuant to these Bylaws and/or the Texas Non-Profit Corporation Act, and in any case, within the 12-month period immediately following the date of the indemnification or advance.



xix) For purposes of this Article VII, the Association shall be deemed to have requested a Director to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on, or otherwise involves services by, him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on a Director with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by him with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association.

xx) The provisions of this Article VII: (i) are for the benefit of, and may be enforced by, each Director and officer of the Association, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Director or officer; and (ii) constitute a continuing offer to all present and future Directors and officers of the Association. The Association, by its adoption of these Bylaws: (a) acknowledges and agrees that each present and future Director and officer of the Association has relied upon and will continue to rely upon the provisions of this Article VII in accepting and serving in any of the capacities referred to in this Article VII; (b) waives reliance upon, and all notices of acceptance of, such provisions by such Directors and officers; and (c) acknowledges and agrees that no present or future Director or officer of the Association shall be prejudiced in his right to enforce the provisions of this Article VII in accordance with their terms by any act or failure to act on the part of the Association.

xxi) No amendment, modification, or repeal of this Article VII or any provision hereof shall in any manner terminate, reduce, or impair the right of any past, present, or future Director or officer of the Association to be indemnified by the Association, nor the obligation of the Association to indemnify any such Director or officer, under and in accordance with the provisions of this Article VII as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification, or repeal, regardless of when such claims may arise or be asserted.

Section b) **Insurance:**

(1) The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or who is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic Association, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the

power to indemnify him against such liability under the provisions of the Texas Non-Profit Corporation Act or this Article VII.

(2)

(a) In addition to the powers described in Subsection (1), the Association may purchase, maintain, or enter into other arrangements on behalf of any person who is or was a director, officer, or trustee of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability under this Article VII.

(b) If the other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the arrangement may provide for payment of a liability with respect to which the corporation would not have the power to indemnify a person only if coverage for that liability has been approved by the Members of the Association.

(c) Without limiting the power of the Association to procure or maintain any kind of other arrangement, the Association, for the benefit of persons described in Subsection (2)(a) may:

- (i) create a trust fund;
- (ii) establish any form of self-insurance;
- (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or
- (iv) establish a letter of credit, guaranty, or surety arrangement.

(3) The insurance may be procured or maintained with an insurer, or the other arrangement may be procured, maintained, or established within the Association or with any insurer or other person considered appropriate by the Board of Directors, regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or in part by the Association. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement is conclusive, and the insurance or arrangement is not voidable and does not subject the directors approving the insurance or arrangement to liability, on any ground regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

Section c) **Interested Transactions:** No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other Association, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest, shall be void or voidable solely for this reason, solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (i) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or (ii) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members; or (iii) the contract or transaction is fair as to the Association as of the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the Members. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Article 8)  
Miscellaneous

Section a) **Fiscal Year:** The fiscal year of the Association shall be determined by resolution of the Board of Directors.

Section b) **Seal:** The Association may have a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the state of incorporation.

Section c) **Contracts:** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section d) **Loans:** No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section e) **Checks, Drafts, Etc:** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section f) **Deposits:** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section g) **Notice and Waiver of Notice:** Except as otherwise expressly provided herein, whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address as it appears on the books of the Association, and such notice shall be deemed to have been given when deposited in the United States mail. A waiver of notice, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Board of Directors or the Members need be specified in the waiver of notice of such meeting.

Section h) **Amendments:** The Board of Directors shall have the power to alter, amend, or repeal these Bylaws and adopt new Bylaws, but any Bylaws so adopted, altered, or amended by the Board of Directors may be altered or repealed by the Members.

Adopted by the Board of Directors on September 15, 2010.

By: Nancy S. Maron  
Nancy S. Maron

ATTACHMENT B  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SYCAMORE HILL PARK RULES

Sycamore Hill Park is a private park for the use and enjoyment of persons owning property in Sycamore Hill.

1. Property owners and their guests are permitted to use the park between the hours of 9:00 AM and 9:00 PM Sunday through Thursday. The park is open between the hours of 9:00 AM and 10:00 PM on Friday and Saturday.
2. Vehicles are restricted to designated roads and parking areas. Trucks are not allowed except for light passenger trucks. No vehicle to be operated at speeds in excess of posted limits.
3. Property owners and their guests must not harm or interfere with the wildlife. Willful destruction or removal of trees, including dead trees, shrubs, vines, wildflowers, grass, ferns, moss, leaves, or cones is prohibited. The Sycamore Hill Property Owners' Association, Inc., (Association) is responsible for maintenance of the wildlife management program in the Park and only the Association's designated representatives will maintain the wildlife management activities carried out in the Park.
4. Fishing is permitted; however, all fish must be released, with the exception of fish removed as deemed necessary by the Association to maintain the health of the fish population and lake.
5. Fishing boats are permitted on the lake; however, motors are only permitted if no more than 10 horsepower.
6. No swimming is permitted in the lake.
7. No dirt bikes or all terrain vehicles (ATV) are permitted in the park, except for the purpose of maintaining wildlife practices or with permission from the Association Board. No ATVs or dirt bikes are allowed in the wooded areas of the park.
8. Fires must be confined to the fireplace in the pavilion. Commercially produced fire starting products may be used to start fires. No other fuel of

any type may be used to start fires. Property owners and their guests must place a fire screen in front of the firebox upon leaving the pavilion.

9. Only peace officers are permitted to possess weapons within the park. However, a person licensed to carry a concealed handgun under the authority of subchapter H, chapter 411, of the Texas Government Code may carry a concealed handgun.
10. Dogs and domestic cats are permitted in the park. However, all dogs and cats in the park must be kept on leashes not more than 8 feet in length. Dog owners must immediately remove all feces deposited by their dog. No other animals are allowed in the park unless authorized by the Association Board.
11. No loudspeaker, public address system or amplifier is to be operated in the park.
12. Music is permitted in the park; however, the volume must be no more than 85 decibels and must not interfere with owners' peaceful enjoyment of their property.
13. Special events may be held in the park with prior written permission from the Association Board.
14. Property owners may reserve the pavilion for private use by obtaining prior written permission from the Association Board.
15. Model rockets and model aircraft are not permitted.
16. All noxious noise and behavior that disturbs property owners is prohibited.
17. Any person who brings edible items into the park must remove them when leaving the park. No edible trash is to be left in the park overnight.
18. Weekly cleaning will be provided as part of the maintenance of the park; however, property owners and guests must clean tables, sinks and other areas of the pavilion and park after use. The Association Board may levy fines for misuse of the park.
19. No tables, benches, chairs or other items belonging to the Association may be removed from the park except for purposes of maintenance or replacement and removal must be authorized by the Association Board.

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Declaration of Covenants, Conditions and Restrictions is made on the 27<sup>th</sup> day of February, 2012, by Land of Oaks Development LLC, a Texas Limited Liability Company (Developer).

Whereas, there was filed for record a document titled Declaration of Covenants, Conditions and Restrictions, recorded as Austin County Clerk File No 103610 setting forth such covenants, conditions and restrictions for Sycamore Hill, a 155.521-acre subdivision in Austin County, Texas, more particularly described therein. The plat of the Sycamore Hill Subdivision is recorded in Plat Cabinet No. 2, Page 72 in the Plat Records of Austin County, Texas, Austin County Clerk File No 103521.

Whereas, pursuant to Article V, Section 2, DEVELOPER reserved the right to amend the Covenants, Conditions and Restrictions by consent of not less than seventy-five percent (75%) of Owners. On the date of this Amendment the DEVELOPER owns seventy-eight percent (78%) of the Lots, and, by this instrument, amends the Covenants, Conditions and Restrictions

Now, DEVELOPER hereby amends the Covenants, Conditions and Restrictions as follows:

1. Section 2, Paragraph 2.13 of Article II is revised to read as follows:
  - 2.13 Driveways. No construction of any improvements shall begin until a driveway crossing to the Main Road is constructed. Driveways shall be gravel, blacktop, asphalt and chip, paving stones, or concrete. The ARC may allow similar driveway materials. There shall be no dirt driveways. No property shall have access onto Old Highway 36. Driveways shall be constructed no closer than thirty feet (30') to any side boundary.
2. Section 2, Paragraph 2.15 of Article II is added and reads as follows:
  - 2.15 Antennae and Communication Devices.

All accessory structures are limited to a height of forty-five feet (45') above ground level, including antennae, satellite dishes, other types of communication devices, and all other structures unless an acceptable quality of reception is not obtainable at a height of forty-five feet (45') above ground.

A dish antennae or over-the-air-reception device may not exceed 39.37" in diameter or diagonal measurement.

3. Section 3 of Article II is revised to read as follows:

Section 3. Location of the Improvements on the Lot. No building or other improvements shall be located on any Lot nearer than:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27:

- a. one hundred feet (100') from Hillview Road ROW and one hundred (100') from the Old Highway 36 ROW,
- b. forty feet (40') from the side Lot lines, and
- c. fifty feet (50') from the rear Lot line.

In order to protect neighbors' views of the lake and park area, lots near the lake have deeper setbacks from Hillview Road, as follows:

Lots 12, 13 and 16:

- a. one hundred fifty feet (150') from Hillview Road ROW,
- b. forty feet (40') from the side Lot line, and
- c. fifty feet (50') from the rear Lot line.

Lots 14 and 15:

- a. two hundred feet (200') from Hillview Road ROW, and
- b. forty feet (40') to the side Lot line on the north side of the Lot,
- c. fifty feet (50') from side Lot line adjacent to Sycamore Hill Park,
- d. fifty feet (50') from the rear Lot line.

3. All other terms and conditions of the Covenants, Conditions and Restrictions are hereby ratified and confirmed.



Land of Oaks Development LLC:

By: Nancy S. Naron  
Nancy S. Naron, Manager/President

By: Dennis M. Holder  
Dennis M. Holder, Manager/Vice-President

THE STATE OF TEXAS §  
COUNTY OF Austin §

This instrument was acknowledged before me on FEBRUARY 27, 2012,  
by Nancy S. Naron, Manager/President of Land of Oaks Development LLC, formerly  
Countryside Neighborhoods LP and by Dennis M. Holder, Manager/Vice-President of  
Land of Oaks Development LLC, formerly Countryside Neighborhoods LP.



Patricia Svec  
Notary Public, State of Texas

LIENHOLDER:

By: J. Deak Hartley  
J. Deak Hartley  
President  
Industry State Bank

THE STATE OF TEXAS §  
COUNTY OF AUSTIN §

This instrument was acknowledged before me on 2-27, 2012,  
by J. Deak Hartley, President of Industry State Bank.



Susan M. Parker  
Notary Public, State of Texas

FILED  
12 APR 27 PM 1:27

Carrie Lopez  
COUNTY CLERK  
AUSTIN, TEXAS

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STATE OF TEXAS COUNTY OF AUSTIN

I certify that this instrument was filed on the date and  
time shown by me and was duly RECORDED in the  
OFFICE PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.



Carrie Lopez  
Carrie Lopez, County Clerk  
Austin County, Texas

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52(10)

131184

AND OF DATE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Declaration of Covenants, Conditions and Restrictions is made on the 2 day of February, 2013, by Owners of seventy-five percent (75%) or more of the Lots in the Sycamore Hill Subdivision.

Whereas, there was filed for record a document titled Declaration of Covenants, Conditions and Restrictions, recorded as Austin County Clerk File No. 103610 setting forth such covenants, conditions and restrictions for Sycamore Hill, a 155.521-acre subdivision in Austin County, Texas, more particularly described therein. The plat of the Sycamore Hill Subdivision is recorded in Plat Cabinet No. 2, Page 72 in the Plat Records of Austin County, Texas, Austin County Clerk File No. 103521.

Whereas, there was filed for record a document titled Amendment to Declaration of Covenants, Conditions and Restrictions, dated February 27, 2012, recorded as Austin County Clerk File No. 120893 setting forth such amendment.

Whereas, pursuant to Article V, Section 2, of the Declaration of Covenants, Conditions and Restrictions, the Declaration may be amended by an instrument signed by those Owners of not less than seventy-five percent (75%) of the Lots.

NOW, THEREFORE, the undersigned, being the requisite number of Owners of Lots in the Sycamore Hill Subdivision, hereby amend the Covenants, Conditions and Restrictions and the Amendment to the Covenants, Conditions and Restrictions dated February 27, 2012 as follows:

1. Paragraph 2.06 of Article II Section 6 is revised to read as follows:
  - 2.06 **Barns and Outbuildings** Barns, sheds, storage buildings, and other structures for agricultural, recreational or for any other use are to be constructed at least forty feet (40') behind the rear building line of the main residence. Construction on all outbuildings defined above must be started after construction of the main residence has begun. All outbuildings shall be sided in materials that are earth tone in color such that they will blend with the natural flora, including such colors as green, dark red, brown or gray. No outbuilding shall be sided in unpainted metal siding or sided in bright colors such as bright red, blue or yellow. Buildings used for accessory or storage purposes shall be limited to not more than forty-five feet (45') in height.
 

Swimming pools and accessory buildings for swimming pools such as restrooms, showers and changing rooms are to be constructed behind the rear building line of the residence with no requirement as to distance from the residence except that all such buildings and structures must be in compliance with general building setbacks as established in Article II, Section 3, Location of the Improvements on the Lot, as amended in this Second Amendment to the Covenants, Conditions and Restrictions. Above-ground swimming pools are prohibited.

2. Paragraph 2.13 of Article II is revised to read as follows.

2.13 **Driveways** No construction of any improvements shall begin until a driveway crossing to the Main Road is constructed. Driveways shall be gravel, blacktop, asphalt and chip, paving stones, or concrete. The ARC may allow similar driveway materials. There shall be no dirt driveways. No property shall have access onto Old Highway 36. Driveways shall be constructed no closer than thirty feet (30') to any side, with the exception of Lots 9 and 27. For safety reasons, the driveway entrances to Lots 9 and 27 may be located less than thirty feet (30') from the side boundary but not closer than ten feet (10') from the side boundary. The driveways on Lots 9 and 27 must be located such that they are not less than thirty feet (30') from side boundaries at the point the driveway is more than one hundred twenty five feet (125') from the front Lot boundary.

3. Section 3 of Article II is revised to read as follows:

**Section 3. Location of the Improvements on the Lot.** No building or other improvements shall be located on any Lot nearer than:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27:

- a. one hundred feet (100') from Hillview Road ROW and one hundred (100') from the Old Highway 36 ROW,
- b. forty feet (40') from the side Lot lines, and
- c. fifty feet (50') from the rear Lot line.

In order to protect neighbors' views of the lake and park area, lots near the lake have deeper setbacks from Hillview Road, as follows:

Lots 12, 13:

- a. one hundred twenty-five feet (125') from Hillview Road ROW,
- b. forty feet (40') from the side Lot line, and
- c. fifty feet (50') from the rear Lot line.

Lot 14 and 16:

- a. one hundred fifty feet (150') from Hillview Road ROW,
- b. forty feet (40') to the side Lot line on the north side of the Lot,
- c. fifty feet (50') from side Lot line adjacent to Sycamore Hill Park,
- d. fifty feet (50') from the rear Lot line.

Lot 15:

- a. one hundred seventy-five feet (175') from Hillview Road ROW,
- b. forty feet (40') to the side Lot line on the north side of the Lot,
- c. fifty feet (50') from side Lot line adjacent to Sycamore Hill Park,
- d. fifty feet (50') from the rear Lot line.

4. All other terms and conditions of the Covenants, Conditions and Restrictions are hereby ratified and confirmed.