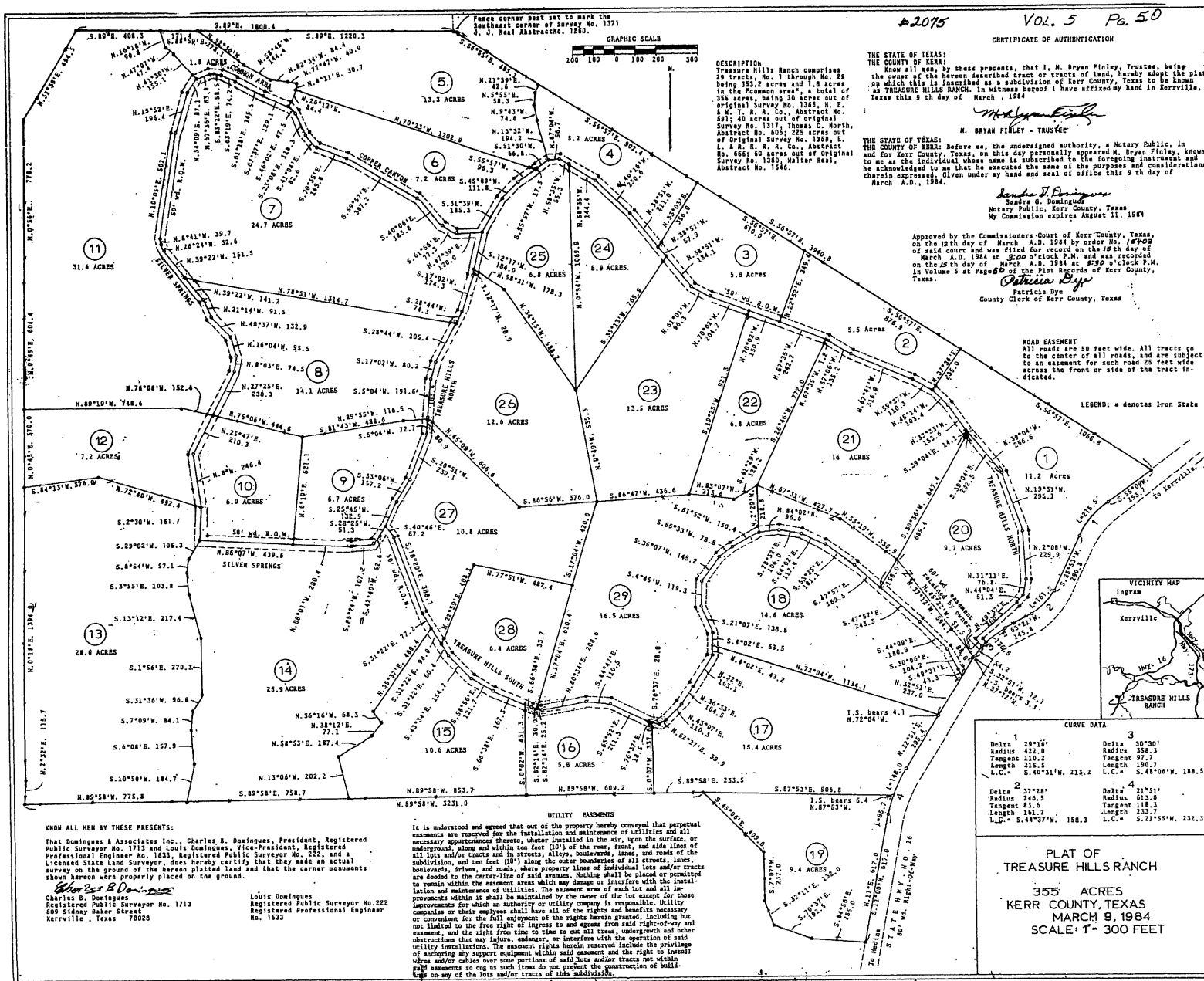


Treasure Hills Ranch

Kerr County, Texas, Volume: 5, Page: 50



3853

DECLARATION OF RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR X

WHEREAS, M. BRYAN FINLEY, TRUSTEE is the owner of all that certain real property located in Kerr County, Texas, described as follows:

TREASURE HILLS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 5, Page 50, Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the permanent value and the desirability of, to promote and protect the rights of the people to PRIVATE OWNERSHIP OF LAND, and which shall run with, the real property and shall be binding upon all parties having any rights, title, or interest in or to the above described property or any part thereof and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

1. The property shall be used primarily for residential purposes.
2. There shall be no commercial hunting conducted or allowed on the property.
3. Recreational hunting by a property owner or immediate family members of a property owner is permissible on tracts which are ten (10) acres or larger in size.
4. The property shall not be used for business purposes of any character nor shall the same be used for any commercial or manufacturing purpose.
5. No part of the property may be used for illegal or immoral purposes and alcoholic beverages or other intoxicants may not be sold on any part of the property.
6. No trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain upon any tract vacant or otherwise, except in sanitary containers and all incinerators and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. No automobile, truck, trailer or other vehicle shall be abandoned on the property and no noxious or undesirable things or use whatsoever shall be permitted on any part of the property.
8. The Architectural Control Committee named herein shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.
9. All sewage disposal systems or other sanitary systems constructed on the property shall be built and placed in full compliance with regulations and specifications of all governmental agencies having jurisdiction thereof.

10. No disposal of any kind shall be allowed that would pollute any stream or body of water or which would otherwise be unsightly, offensive or otherwise adversely affect the natural beauty and value of the property.

11. No structure of a temporary character, trailer, bus, recreational vehicle, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence. The Architectural Control Committee shall have authority to grant permission to a property owner to temporarily place a motor home, recreational vehicle or travel trailer on the property.

12. Mobile homes or manufactured homes shall not be allowed on the property.

13. No more than one single family residence with the usual and customary accessories and outbuildings shall be constructed on each lot or tract within the subdivision. Each residence shall contain a minimum of 1,400 square feet of living area, exclusive of porchaes, garages, carport or other appendanges, and each residence shall contain at least two (2) bathrooms and a carport or garage having a capacity of not less than two (2) standard size automobiles.

14. All residences, buildings and structures shall be of new construction and architecturally in harmony with the property and other residences, buildings and structures thereon. All such residences, building and other structures must be approved by the Architectural Control Committee as therein provided.

15. There is hereby established an Architectural Control Committee, sometimes referred to herein as the "Committee". The Committee shall determine if the plans and specifications for any residence, building, fence or other structure on any part of the property meets the requirements of these restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development on the property as the Committee may establish. No construction or any improvements may begin until a plot, plan and plans and specifications have been approved by the Committee.

The Architectural Control Committee shall be comprised of no less than three (3) and no more than five (5) members and shall be appointed by Seller until such time as seventy-five per cent (75%) of the acreage which comprises the proeprty has been sold. When seventy-five per cent (75%) of the acreage comprising the prop-erty has been sold, Seller shall no longer appoint the Committee and such Committee shall then be composed of a committee appointed by the Board of Directors of the Property Owners Association, and they shall thereafter be vested with all of the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or it's members pursuant to this provision.

The Committee is authorized to establish additional rules and regulations for the property, the activities being conducted thereon, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, and the same shall be enforced during the same manner as provided herein. The Committee may approve any variance from any provision or term thereof upon written application for same. The decision of the Committee shall be absolutely binding upon all purchasers and the Applicant for a variance.

16. All fences and the material with which they are constructed must be approved by the Architectural Control Committee.

17. No berms, dams or other impoundment structures may be constructed which stops or otherwise impede the natural flow of water in creeks or streams on the property.

18. A purchaser may re-subdivide any of the tracts or lots comprising the property provided that such re-subdivision does not result in any tract being less than five (5) acres in size.

19. The raising or keeping of swine or hogs on the property is prohibited. Cattle, sheep, goats or other livestock or their offsprings may only be kept on the property if the same are being raised in the conjunction with 4H, FFA, or similar programs and approved by the Architectural Control Committee or otherwise approved by the Architectural Control Committee. A purchaser may keep not more than two (2) horses for each five (5) acres owned by such purchaser. All cattle, sheep, goats, horses or other livestock allowed on the property under the terms of these Restrictions must be maintained within proper fences, pens, corrals and/or barns and under such conditions as may be designated and approved by the Architectural Control Committee. Domestic pets may be kept on the property provided that the same are maintained within an approved enclosure or controlled on a leash or similar restraint.

20. A Property Owners Association comprised of all owners of the property within the subdivision shall be formed. A majority of the Directors of such Property Owners Association shall be appointed by Seller until seventy-five per cent (75%) of the acreage which comprises the property or subjection is sold. After seventy-five per cent (75%) of the acreage comprising the subdivision is sold, the Directors of the Property Owners Association shall be elected by the owners of property in the subdivision with each property owner having one (1) vote, or proportionate fraction thereof, for each acre, or proportionate fraction thereof, owned in the subdivision. The Property Owners Association shall be governed by By-Laws as may be adopted by the property owners.

21. All property owners shall be obligated to pay assessments imposed upon them by the Property Owners Association to meet the expenses of maintaining and improving roads and gates and maintaining any common areas or property and other expenses of the Property Owners Association. Such assessments shall be made in the manner and at the time as may be specified in the By-Laws of the Property Owners Association. Any assessment so made and not paid in accordance with these provisions or the By-Laws of the Association shall bear interest at the rate of Ten per cent (10%) per annum and shall constitute a lien upon the property against which the same is assessed.

22. Seller, the Architectural Control Committee and every other person, firm or corporation having any right, title or interest in any part of the property shall have the right to prevent the violation of any restriction or restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation or violations, such damages to include Court costs and reasonable attorney fees.

These covenants and restrictions are to run with the land and shall be binding on each and every owner, and such owner's heirs, personal representatives, successors and assigns and all person claiming under each such owner until January 1, 1999, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The record owners of legal title of fifty-one per cent (51%) of the acreage comprising the property as shown by the Deed Records of Kerr County,

Texas, may amend or change said covenants and restrictions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record owners and the recording of same in the office of the County Clerk of Kerr County, Texas.

EXECUTED this 8th day of May, 1984.

M. Bryan Finley
M. BRYAN FINLEY, TRUSTEE

THE STATE OF TEXAS X
COUNTY OF KERR X

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

Given under my hand and seal of office this the 8th day of May, 1984.



Katy P. Lackey
Notary Public, The State of Texas
Katy P. Lackey
My Commission Expires: 2-22-88

-4-

3853
Restrictions
Dumasville Ranch
De
Not Public

FILED FOR RECORD
at 4:29 o'clock P. M.

MAY 11 1984

PATRICIA DYE
Clerk County Court, Kerr County, Texas
By *[Signature]* Deputy

RECORDS TO:
PAT FINLEY
611 SIDNEY PARKET
WICHITA, TEXAS 76793

Filed for record May 11, 1984 at 4:29 o'clock P M
Recorded May 17, 1984
PATRICIA DYE, Clerk
By *Mary C. [Signature]* Deputy

05429

AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS TREASURE HILLS RANCH

The undersigned hereby amend the DECLARATION OF RESTRICTIONS AND COVENANTS executed on the 8th day of May, 1984, and recorded in Vol. 296, Page 333, Real Property Records, Kerr County, Texas (the "Declaration").

WITNESSETH:

1. There has been incorporated under the laws of the State of Texas, a non-profit corporation, TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC. (the "Association").

2. Paragraph 20 of the Declaration shall be amended to provide that the Association has been formed and that the Bylaws shall be as adopted and amended by the Owners who own a majority of the Ranches within the Property (Property") encumbered by the Declaration (which Ranches are hereby defined as the Lots owned by such Owners shown on the plat of the Property which are contiguous, i.e.non-contiguous Lots shall be separate Ranches).

Executed as of June 9, 2004, by the Association in confirmation that the foregoing Amendment has been adopted and approved by the record owners of legal title of 51% of the acreage comprising the Property encumbered by the Declaration whose signatures are attached hereto and made a part hereof for all purposes.

TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC.

BY: Jack E. Cockrell Director

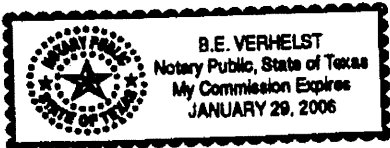
BY: Wm. Guil Garlitz Director

BY: Richard P. Gallagher Director

THE STATE OF TEXAS § COUNTY OF KERR §

5515

This instrument was acknowledged before me on this 9th day of June, 2004, by Jack E. Cockrell, William G. Garlitz, and Richard P. Gallagher, Directors of TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.



B.E. Verhelst Notary Public, State of Texas

Return To ✓ Richard Gallagher (Daughter)
164 Transum Hills Rd.
Kerrville, Tx. 78028

FILED FOR RECORD
at 2:30 o'clock P.M.

JUN 09 2004

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Deputy

Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Records of Real Property of Kerr County, Texas on

RECORD Bea Thorne
VOL. 1361 PG 592
RECORDING DATE

JUN 10 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

JUN 10 2004



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND COVENANTS
TREASURE HILLS RANCH

The undersigned hereby amend the DECLARATION OF RESTRICTIONS AND COVENANTS executed on the 8th day of May, 1984, and recorded in Vol. 296, Page 333, Real Property Records, Kerr County, Texas (the "Declaration") for Treasure Hills Ranch, a subdivision recorded in Volume 5, Page 50, Plat Records, Kerr County, Texas (herein referred to as the "Treasure Hills Ranch" or the "Subdivision").

WITNESSETH:

1. Paragraph 20 of the Declaration shall be amended to provide that the Directors of the Association shall be elected by vote of the Owners of the Ranches in Treasure Hills Ranch with one (1) vote per Owner of each Ranch, and after such amendment the referenced paragraph 20 shall read as follows:

"20. A Property Owners Association comprised of all owners of the property within the Subdivision has been formed. The Directors of the Property Owners Association shall be elected by the owners of property in the Subdivision with each owner having one (1) vote for each Ranch within the Subdivision. The Property Owners Association shall be governed by Bylaws as adopted and amended by the owners of a majority of the Ranches. Ranches as used in the Declaration shall mean the contiguous Lots and Ranches of an Owner(s) as shown on the plat of the Subdivision, i.e., non-contiguous Ranches shall be separate Ranches."

2. Paragraph 22 of the Declaration shall be amended to reflect a vote of 80% of the Owners of the Ranches in Treasure Hills Ranch and after giving effect to such amendment the referenced paragraph 22 shall read as follows:

"22. Seller, the Architectural Control Committee and every other person, firm or corporation having any right, title or interest in any part of the property shall have the right to prevent the violation of any restriction or restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation or violations, such damages to include court costs and reasonable attorney fees. These covenants and restrictions are to run with the land and Subdivision and shall be binding on each and every Owner, and such Owner's heirs, personal representatives, successors and assigns, and all persons claiming under each such Owner until January 1, 1999, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The record Owners of legal title of 80% of the Ranches may amend or change said covenants and restrictions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record Owners and the recording of same in the office of the County Clerk of Kerr County, Texas."

Executed as of Dec 9, 2008, by the Association in confirmation that the foregoing Amendment has been adopted and approved by the record owners of legal title of 51%

of the acreage comprising the Subdivision encumbered by the Declaration whose signatures are attached hereto and made a part hereof for all purposes.

TREASURE HILLS RANCH
HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on this 9 day of December, 2008,
by John Hughes, Ronald Lambert,
and Ronald Rimone, Directors of TREASURE HILLS RANCH
HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.



Kendra M Way
Notary Public, State of Texas

We, the undersigned members of Treasure Hills Ranch Homeowner's Association, respectfully request that the Directors of the Association withdraw the proposed changes to the Covenants and Restrictions and the Bylaws of The Association with the exception of the current Covenants and Restrictions number 22 which may be amended to reflect a 80% vote of the Owners of the Ranches within the property. Additionally, the current restriction number 20 may also be amended to reflect a one (1) vote per Owner of each Ranch within the Property for the election of Directors of the Association.

We would also request that no further changes to either of these documents be proposed before 2010.

Signature & Acreage

Signature & Acreage

J. Huie 12.7

James Huie 13.7

A. J. Daniel 64.5

E. W. ... 6.2

D. Dimock 6.8

... 13.57 - Lightson

R. Gallagher 8.2

Joseph R. Paquin 7.2

coth

... 5.8

Lucy R. Paquin 6.2

W. Carlitz 13.8

Michael J. Flynn 5.0

silinski

... 7.3

Jack Coakill 10.8

Bohr

... 5.5

Walter R. Schmidt 6.2

... 10.6

salaz

... 7.3

FILED BY & RETURN TO:

VOL. 1709 PAGE 0579

JOHN HUGHES
357 TREASURE HILLS RD
KERRVILLE, TX 78028

FILED AND RECORDED
At 2:15 o'clock P M
STATE OF TEXAS
COUNTY OF KERR



DEC 09 2008

I hereby certify that this instrument was filed in the file numbered
sequence on the date and time stamped hereon by me and was duly
recorded in the Official Public Records of Kerr County Texas.

Jannet Pieper, Kerr County Clerk
By Jackie Hill, Deputy

BYLAWS
OF
TREASURE HILLS RANCH
HOMEOWNERS ASSOCIATION, INC.

Treasure Hills Ranch Homeowners Association, Inc. is a non-profit corporation, (the "Corporation"), formed pursuant to the provisions of the Texas Non-Profit Corporation Act, organized to enforce the Declaration of Restrictions and Covenants recorded in Vol. 296, Page 333 of the Real Property Records of Kerr County, Texas, (herein referred to as the "Covenants"), which encumbers the property ("Property") described in the Covenants and which includes the Ranches ("Ranches") in Treasure Hills Ranch, which term of Ranches as used here shall be defined as the Lots owned by an Owner shown on the plat of the Property recorded in Vol. 5, Page 50, Plat Records, Kerr County, Texas, which are contiguous (i.e. if such owned Lots are not contiguous the non-contiguous Lots shall be separate Ranches).

ARTICLE I
NAME AND LOCATION

Section 1.01 The name of the Corporation is Treasure Hills Ranch Homeowners Association, Inc. The principal offices of the Corporation shall be located in Kerr County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors (hereinafter referred to as the "Board"). The address is 176 Treasure Hills Road South, Kerrville, Texas 78028.

Section 1.02 The Corporation shall have the right to change the location of the offices.

ARTICLE II
DEFINITIONS

Section 2.01 The terms used in these Bylaws shall be as defined in the Covenants, and as the same may be amended or supplemented from time to time as therein provided, which terms and provisions of the Covenants are incorporated herein by this reference and made a part hereof for all purposes.

* Section 2.02 The roads with 25 foot easements on each side, gates, and a 60 foot easement at the entrance area are referred to hereinafter as the Common Properties. "Common Area" shall mean all real property (Pond Area) owned by the Association for the common enjoyment of the owners.

ARTICLE III
MEMBERSHIP/ MEETINGS

Section 3.01 Every person or entity who is now or hereinafter becomes an Owner of a Ranch in the Property shall automatically be a Member of the Corporation, subject to the terms and provisions of the Covenants, including without limitation the obligation to pay assessments, as herein and therein provided. Membership shall be appurtenant to and not be separated from ownership of any Lot and Ranch. Each Member shall have one vote for each Ranch owned and if there are multiple Owners of a Ranch such Owners shall be entitled to one vote for each Ranch owned.

Section 3.02 Meetings of Members

(A) Annual Meetings. Annual meetings of the Members shall be held on the last Monday of January of each year thereafter at the hour of 2:00 o'clock, p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Notice of the annual meeting of the Members of the Corporation shall be required.

(B) Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors, or upon written request of the Members who are Owners of one-fourth(1/4) of the Ranches.

(C) Notice of Meetings. Notice of each meeting of the Members shall be given by email with receipt or written notice at least 15 days before such meeting to each Member entitled to vote. Written notice of a special meeting of the Members stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be sent to each Member entitled to vote at such meeting not less than fifteen (15) nor more than fifty (50) days before the date of such meeting.

(D) Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, 1/3 of the votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. When a quorum is present at any meeting of the Members, the vote of a majority of the Members qualified to vote and present in person or represented by proxy shall decide any question properly brought before such meeting, unless a greater number is required by law, the Declaration, the Articles of Incorporation or of these Bylaws.

(E) Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and signed by the Member and filed with a Director prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Ranch. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable

unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

ARTICLE IV
PROPERTY RIGHTS AND RIGHTS OF
ENJOYMENT OF THE COMMON PROPERTIES

* Section 4.01 Each member and his/her guests and invitees, shall be entitled to use and enjoyment of the Common Areas in accordance with and subject to the terms and conditions set forth in the Covenants and subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Corporation.

ARTICLE V
DIRECTORS

Section 5.01 The management and control of the affairs, activities and property of the Corporation shall be vested in the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not prohibited by statute, by the Articles of Incorporation, and by these Bylaws or by the Covenants. The power and authority of the board shall include, but shall not be limited to, the power and authority:

(A) to establish, levy and assess, and collect the assessments referred to in Articles V and XI hereof and as set out and defined in the Covenants and Restrictions;

(B) to employ independent contractors, or such other independent persons or the Corporation as it may deem necessary, and to prescribe their duties; and

(C) to exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation of the Corporation or the Covenants.

It shall be the duty of the Board:

(A) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by Member having one-fourth (1/4th) of the entire votes.

(B) to supervise all officers and agents of this Corporation, and independent contractors hired by the Board of Directors, and to see that their duties are properly performed;

(C) as more fully provided for herein and in the Covenants.

(1) to fix the amount of the annual assessment which will apply to all Ranches by February 1 of each year which is at least thirty (30) days in advance of each annual assessment period which begins March 1 of each year. Increases in the annual assessment

shall be limited to ten percent of the previous year's assessment. A larger increase will require approval of the Owners of a majority of the Ranches.

(2) call for Special Assessments for emergency funds, subject to approval by a vote of Owners of a majority of the Ranches.

(3) to cause email with receipt or written notice, as set forth in the Bylaws, of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(4) to collect the assessments assessed against each Ranches which are due by March 31 annually.

(5) to assess penalties, legal fees for liens and enforce payment if assessments are not paid by April 1 of each year, as set out and defined in the Covenants. (article 21 - Covenants)

(D) May procure and maintain adequate liability and hazard insurance on the property owned by the Corporation, and to procure and maintain directors and officers liability insurance.

(E) to cause the assessment proceeds to be expended for the maintenance of the Common Properties, Common Areas and related activities consistent with the purpose of the assessment as described in the Covenants.

(F) to perform or cause to be performed the duties of all the Committees in accordance with and subject to the terms and condition set forth in the Covenants.

ARTICLE VI BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 6.01 Number. The affairs of this Association shall be managed by a Board of three (3) directors, each of whom must be residents within Treasure Hills Ranch and are in "Good Standing" with the Association (which is defined as a person who is not in default in or under any of the Covenants, any rule of the Corporation or the payment of any assessment).

Section 6.02 Term of Office. One director shall be elected each year for a three-year term at the annual meeting starting in 2005. Each Director shall be elected as provided in the Covenants.

Section 6.03 Removal. Any director may be removed from the Board of Directors, with or without cause, in the same manner by which he or she was elected. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

Section 6.04 Compensation. No director may receive compensation of any type for any service he or she may render to the Association.

Section 6.05 Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 6.06 Special meetings of the Board may be called by one or more Directors on twenty-four (24) hours notice to each director, delivered either personally, by telephone, mail or by e-mail.

Section 6.07 At all meetings of the Board a majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business, and the act of the majority present at such meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Articles of Incorporation, these Bylaws or the Covenants. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6.08 The Board shall keep regular minutes of its proceedings either manually or by electronic recording. The minutes shall be placed in the book of the Corporation.

Section 6.09 Nomination for election to the Board shall be made by submitting names of qualified Members who are in "Good Standing" to any director 30 days in advance of the next annual meeting. One Director will be elected or reelected for a three year term.

ARTICLE VII INDEMNIFICATION

Section 7.01 The Corporation will indemnify a director, officer, member, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. The Corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit for the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation. In addition to the situations otherwise described in this Section, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited hereby.

Section 7.02 The Corporation will pay or reimburse reasonable and approved expenses incurred by a director, officer, committee, member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceedings.

Section 7.03 The Corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation or if the person is alleged to have improperly received a person benefit or committed other willful or intentional misconduct.

Section 7.04 The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 7.05 (a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c), below. The Corporation may make these determinations and decisions by any one of the following procedures:

- (i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
- (ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.
- (iii) Determination by a special legal counsel selected by the Board by the same vote as provided in subparagraphs (i) or (ii), above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(b) The Corporation will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible.

(c) The corporation will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude

indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under subparagraph (a), above.

Section 7.06 The Corporation may purchase and maintain insurance, or make any other arrangement, on behalf of any person as permitted by the Texas Nonprofit Corporation Act, whether or not the Corporation has the power to indemnify that person against liability for any acts.

ARTICLE VIII COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Corporation shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

ARTICLE X GENERAL

Section 10.01 All checks or demand for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 10.02 The fiscal year of the Corporation shall start January 1 and end December 31.

Section 10.03 Any conflict between one or more provisions of these Bylaws and one or more provisions of the Articles of Incorporation shall be resolved in favor of the provisions set forth in the Bylaw. Any conflict between one or more provisions of these Bylaws and on or more provisions of the Covenants shall be resolved in favor of the provisions of the Covenants.

Section 10.04 Any legal fees and/or expenses incurred through the collection of delinquent assessments shall be paid by the Owner in arrears.

ARTICLE XI ASSESSMENT FOR OWNERS OF MULTIPLE LOTS

Section 11.01 Any owner can combine any number of lots in a Ranch for Corporation purposes so long as the lots are owned by a single owner and the lots are contiguous. For these purposes lots will be considered owned by a single owner if they are owned by any combination of a husband, wife, immediate family members, and/or trusts established by them.

Section 11.02 Multiple contiguous lots combined by a single owner for these purposes will be assessed one annual association fee and will be entitled to one vote on association matters. Owners of non-contiguous lots will be assessed one annual association fee for each lot and have one vote for each lot on association matters. Owners not in "Good Standing" will not be entitled to vote.

Section 11.03 Owners seeking to combine lots for association purposes must declare his/her intention to do so in writing to the Corporation. Any owner who,, makes a declaration to combine lots and then sells one of the lots separately within 5 years of such declaration will be required to pay one assessment for each lot that is sold at the applicable rate for each year between the date the combination is elected and to the date the lot is sold. This provision is applicable both to lots that were identified as part of the original Treasure Hills subdivision or lots that are subsequently formed as a result of an owner subdividing a lot in order to form a new lot.

Section 11.04 Any contiguous lots owned by a single, owner as defined above that were combined for annual Association assessment purposes as of the date that these Bylaws are approved shall be grandfathered for purposes of any payment of past assessments. Therefore, these lots would not be subject to payment of prior assessments in the event the lots are sold separately, in part or in whole.

ARTICLE XII AMENDMENT OF BYLAWS

Section 12.01 . These Bylaws may be altered, amended or repealed by the Owners of a majority of the Ranches.

APPROVED AND ADOPTED as of the 21st day of June, 2004, by the Owners of a majority of the Ranches within the Property.

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

On this 28 day of Jan, 2013, before me the undersigned attesting officer, duly qualified by law to administer oaths, personally appeared Richard D Gallagher who being duly sworn does hereby depose and say on oath the following:

"I am the duly appointed officer and representative of Treasure Hills Homeowners Association and on behalf of said entity I certify that the By-Laws, attached hereto and made a part hereof for all purposes, is a true, correct and complete document that is in force and effect and that has been duly approved. "

AFFIANT:

Richard D. Gallagher

Executed, subscribed and sworn to before me the day and year first above written.

Frances M Foss
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on this the 28th day of January, 2013, by Richard D Gallagher



Frances M Foss
Notary Public, State of Texas

FILED BY AND RETURN TO:
RICHARD D GALLAGHER
164 TREASURE HILL RD
KERRVILLE, TEXAS 78028

FILED AND RETURNED
At 11:02 o'clock A M
STATE OF TEXAS
COUNTY OF KERR



JAN 28 2013

I hereby certify that this instrument was filed in the Public Records
office on the date and time stamped herein by the said seal and
recorded in the Official Public Records of Kerr County, Texas.

Richard D. Gallagher, County Clerk

Deposited

13-01213

TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC.

POLICY REGARDING ALTERNATIVE REGULAR OR SPECIAL ASSESSMENT PAYMENT PLAN

WHEREAS, Treasure Hills Ranch Homeowners Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the "Declarations");

WHEREAS, Section 209.0062(b) of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties;

WHEREAS, Section 209.0062(a) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located; and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW THEREFORE, BE IT RESOLVED THAT:

The following **POLICY REGARDING ALTERNATIVE REGULAR OR SPECIAL ASSESSMENT PAYMENT PLAN** is hereby adopted:

A member of the THRHOA may request special considerations concerning all Assessments for Treasure Hills Ranch. The following two options will be available to the member:

Option I--If requested prior to the regular Assessment deadline the members will be allowed to pay 1/3 by March 31 and 1/3 for each of the next two months.

Option II--If special circumstances exist, the member can request, prior to the deadline, a monthly plan of equal payments for nine months, which would complete all payments prior to December 31.

Alternative Payment Plan requests will be in writing from the member and approved by the Directors. The guiding principles for this plan will be Sec. 209.0062, and .0063 of H.B. 1228.

The association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owners default under the previous payment plan.

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

On this 19 day of February, 2013, before me the undersigned attesting officer, duly qualified by law to administer oaths, personally appeared Richard D. Callaghan who being duly sworn does hereby depose and say on oath the following:

"I am the duly appointed officer and representative of TREASURE HILL RANCH HOMEOWNERS ASSN. and on behalf of said entity I certify that the DOCUMENT, attached hereto and made a part hereof for all purposes, is a true, correct and complete document that is in force and effect and that has been duly approved."

AFFIANT:

Richard D. Callaghan

Executed, subscribed and sworn to before me the day and year first above written.



Kendra M. Way
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on this the 19 day of February, 2013, by Richard Callaghan

Kendra M. Way
Notary Public, State of Texas

Approved and adopted this 11 day of Feb. 2013, by the PROPERTY OWNERS OF
Treasure Hills Ranch Homeowners Association, Inc.

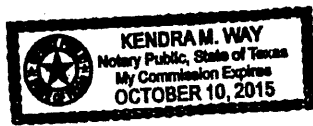
Treasure Hills Ranch Homeowners Association, Inc.

Richard D. Gallagher
Signature of Director

Print Name Richard D. Gallagher

THE STATE OF TEXAS
COUNTY OF KERR

THIS INSTRUMENT was acknowledged before me on this 19 day of February 2013 by
Richard D. Gallagher, Director of Treasure Hills Ranch Homeowners Association, Inc. a
Texas non-profit corporation on behalf of said corporation.



Kendra M. Way
NOTARY PUBLIC AND FOR THE STATE OF TEXAS

Filed by & Returned to:
Richard Gallagher
164 Treasure Hills Rd
Kerrville, TX 78028

FILED AND RECORDED
At 3:51 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR



FEB 19 2013

I hereby certify that this instrument was duly recorded on the date and time stamped herein by me and was duly recorded in the Official Public Records of Kerr County Texas.
James P. Pappas, Kerr County Clerk

James P. Pappas, Clerk

13-01214

POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION

WHEREAS, Treasure Hills Ranch Homeowners Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the "Declarations");

WHEREAS, Section 209.005(l) of the Texas Property Code requires property owners associations to adopt a records production and copying policy record it as a dedicatory instrument; and

WHEREAS, Section 209.005(m) requires property owners associations to adopt and comply with a document retention policy.

NOW THEREFORE, BE IT RESOLVED THAT:

The following **POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION** is hereby adopted:

RECORDS RETENTION:

1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently.
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years;
6. Tax returns and audit records shall be retained for seven (7) years;
7. Ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes were taken, or for votes taken by written consent, for one (1) year after the election or vote results were announced.
8. Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.
9. Decisions of the Architectural Control Committee (ACC) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.

RECORDS INSPECTION & PRODUCTION

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), or information relating to an employee or contractor of the Association, including personnel files.
5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
 - Copies: \$.10 per page for standard copies; \$.50 for oversize paper
 - Electronic Media: \$1.00 for each CD; \$3.00 for each DVD; \$10.00 each flash drive (unless provided by requestor)
 - Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages once per property owner within each 12 month period)
 - Overhead: 20% of the total Labor Charge (no charge for 50 or fewer pages once per property owner within each 12 month period)
 - Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage, shipping and/or mileage at the current allowable state rate.

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

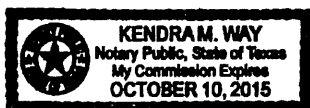
On this 19 day of February, 2013, before me the undersigned, attesting officer, duly qualified by law to administer oaths, personally appeared Richard D. Gallagher who being duly sworn does hereby depose and say on oath the following:

"I am the duly appointed officer and representative of TREASURE HILL Ranch Homeowner ASSOC., and on behalf of said entity I certify that the _____, attached hereto and made a part hereof for all purposes, is a true, correct and complete document that is in force and effect and that has been duly approved. "

AFFIANT:

Richard D. Gallagher

Executed, subscribed and sworn to before me the day and year first above written.



Kendra M. Way
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on this the 19 day of February, 2013, by Richard Gallagher

Kendra M. Way
Notary Public, State of Texas

Approved and adopted this 11 day of Feb. 2013, by the PROPERTY OWNERS OF
Treasure Hills Ranch Homeowners Association, Inc.

Treasure Hills Ranch Homeowners Association, Inc.

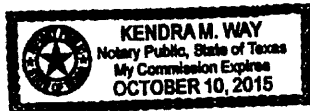
Richard D. Gallagher
Signature of Director

Print Name Richard D. Gallagher

THE STATE OF TEXAS

COUNTY OF KERR

THIS INSTRUMENT was acknowledged before me on this 19 day of February 2013 by
Richard D. Gallagher, Director of Treasure Hills Ranch Homeowners Association, Inc. a Texas
non-profit corporation on behalf of said corporation.



Kendra M. Way
NOTARY PUBLIC AND FOR THE STATE OF TEXAS

Filed by & Returned to:
Richard Gallagher
164 Treasure Hills Rd
Kerrville, TX 78028

FILED AND RECORDED:
At 2:51 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR
FEB 19 2013
I hereby certify that this instrument was duly recorded in the number of
pages on the date and time ascertained hereon by me and was duly
recorded in the (Official) Public Records of Kerr County Texas.
Jasmin Pinner, Kerr County Clerk
Jasmin Pinner

AMENDMENTS

14-01446

TO

BY-LAWS OF TREASURE HILLS RANCH

Section 3.02 Meetings of Members shall be amended to read as follows:

- (A) Annual Meeting. The board must call an annual meeting of the Members. A 10-60 day notice must be given prior to the date of the meeting.
- (C) Notice of Meetings. Notice of each meeting of the members shall be given by email or written notice 10-60 days before such meeting to each member entitled to vote. Written notice of a special meeting of the Members stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be sent to each Member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of such meeting.

Section 6.05 shall be amended to read as follows:

- (A) Regular and special board meetings must be open to owners, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with property owners association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.
- (B) Except for a meeting held by electronic or telephonic means under Subsection (G) below a board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.
- (C) The board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the property owners' association Managing Agent or Board of Directors.

(D) Members shall be given notice of the date, hour place and general subject of a regular or special board meeting, including a general description of any matter to be brought up in executive session. The notice shall be:

- I. Mailed to each property owner 10 to 60 days prior to the meeting: or
- II. Provided at least 72 hours before the start of the meeting by sending the notice to each member who has registered an e-mail address with the association.

(E) It is an owner's duty to keep an updated e-mail address registered with the property owner's association.

(F) If the board recesses a regular or special board meeting to continue business the following day, the board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If the meeting continues to the following business day and on that following day the board continues the meeting to another day, the board shall give notice of the continuation by sending a notice by e-mail to each owner who has a registered e-mail address with the association.

(G) The board may meet by any method of communication, including electronic and telephonic, without prior notice to owners under Subsection D, if each director may hear and be heard by every other director, or the board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. Any action taken without notice to owners under Subsection D must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting. The board may not, without prior notice to owners under Subsection D consider or vote on:

- 1) fines;
- 2) damage assessments;
- 3) initiation of foreclosure actions;
- 4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- 5) increases in assessments;
- 6) levying of special assessment;
- 7) appeals from a denial of architectural control approval; or
- 8) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

Section 6.06 Amend to read as follows: Refer to Section 6.05.

FILED BY & RETURNED TO:

Joel Cockrell
165 Treasone Hills.
Kerrville, TX 78028

CERTIFICATE

This is to certify that the foregoing are the Amendment to the Bylaws passed by vote of the Treasure Hills Ranch Homeowners Association and adapted by the Board of Directors of said association.

Date 3-14-14

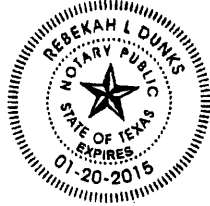
Jack Cockrill Jack Cockrill, President
Treasure Hills Ranch Homeowner's Association

State of Texas
County of Kerr

Before me on this 14th day of March, 2014, personally appeared Jack Cockrill, President of the Treasure Hills Ranch Homeowner's Association and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Rebekah Dunks

Notary Public, State of Texas



FILED AND RECORDED
At 3:28 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR
MAR 14 2014

I hereby certify that this instrument was filed in the Public Records Department of the State of Texas on the date and time stated herein and was duly recorded in the Official Records of Kerr County, Texas.

Jessamyn Phipps, Kerr County Clerk
Jessamyn Phipps

14-01447

POLICY REGARDING RECORDS RETENTION

WHEREAS, Treasure Hills Ranch Homeowners Association, Inc. (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (collectively referred to as the "Declarations");

WHEREAS, Section 209.005(i) of the Texas Property Code requires property owners associations to adopt a records production and copying policy record it as a dedicatory instrument; and

WHEREAS, Section 209.005(m) requires property owners associations to adopt and comply with a document retention policy.

NOW THEREFORE, BE IT RESOLVED THAT:

The following **POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION** is hereby adopted:

RECORDS RETENTION:

1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently.
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years;
6. Tax returns and audit records shall be retained for seven (7) years;
7. Ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes were taken, or for votes taken by written consent. For one (1) year after the election or vote results were announced.
8. Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property.
9. Decisions of the Architectural Control Committee (ACC) or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date.

FILED BY & RETURNED TO:

Jack Cochran
165 Treasure Hills S.
Herrville, TX 78028

RECORDS INSPECTION & PRODUCTION

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owners' address), or information relating to an employee or contractor of the Association, including personnel files.
5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:
 - Copies: \$.10 per page for standard copies: \$.50 for oversize paper
 - Electronic Media: \$1.00 for each CD: \$3.00 for each DVD: \$10.00 each flash drive (unless provided by requestor)
 - Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
 - Overhead: 20% of the total Labor Charge (no charge for 50 or fewer pages)
 - Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage: mileage and/or shipping.

Alternative Regular or Special Assessment Payment Plan

A member of the THRHOA may request special considerations concerning all Assessments for Treasure Hills Ranch. The following two options will be available to the member:

Option I--If requested prior to the regular Assessment deadline the members will be allowed to pay 1/3 by March 31 and 1/3 for each of the next two months.

Option II--If special circumstances exist, the member can request, prior to the deadline, a monthly plan of equal payments for nine months, which would complete all payments prior to December 31.

Alternative Payment Plan requests will be in writing from the member and approved by the Directors. The guiding principles for this plan will be Sec. 209.0062, and .0063 of H.B. 1228.

The association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two years following the owners default under the previous payment plan.

Approved,
Jack Coakley, President
Treasure Hills Homeowners Association

CERTIFICATE

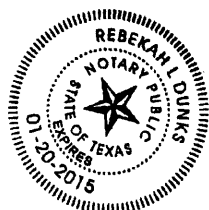
This is to certify that the foregoing are the Amendments to the Bylaws passed by vote of the Treasure Hills Ranch Homeowners Association and adapted by the Board of Directors of said association.

Date 3-14-14

Jack Cockrill Jack Cockrill, President
Treasure Hills Ranch Homeowner's Association

State of Texas
County of Kerr

Before me on this 14th day of March, 2014, personally appeared Jack Cockrill, President of the Treasure Hills Ranch Homeowner's Association and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.



Rebekah Dunks
Notary Public, State of Texas

FILED AND RECORDED
AT 3:28 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR
MAR 14 2014
I hereby certify that the instrument was filed in the State Archives:
represented the date and time stamped herein on file and was
fully recorded in the Official Records of Kerr County Texas.
Janene Phipps, Kerr County Clerk
M. Julie Latta Deputy
06

17-01240

AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND COVENANTS
TREASURE HILLS RANCH

The undersigned hereby amend the DECLARATION OF RESTRICTIONS AND COVENANTS executed on the 8th day of May, 1984, and recorded in Vol. 296, Page 333, Real Property Records, Kerr County, Texas (the "Declaration") for Treasure Hills Ranch, a subdivision recorded in Volume 5, Page 50, Plat Records, Kerr County, Texas (herein referred to as the "Treasure Hills Ranch" or the "Subdivision").

Paragraph 21 of the Declaration shall be amended to add the following subordination of the assessment lien at the end of paragraph 21:

"The lien granted and created under this Declaration for assessments is and shall be subordinate to any lien granted by an owner of any lot within the property subject to this Declaration and the foreclosure of a superior lien encumbering any such lot shall extinguish the lien granted and created under this Declaration as to assessments due before such foreclosure."

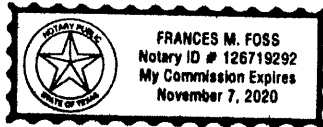
Executed as of 17th of February, 2017, by the Association in confirmation that the foregoing Amendment has been adopted and approved by the required percentage of record owners of legal title of the acreage comprising the Subdivision encumbered by the Declaration whose signatures are attached hereto and made a part hereof for all purposes.

TREASURE HILLS RANCH
HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]
Director

BY: [Signature]
Director

BY: [Signature]
Director



THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on this 17th day of February, 2017, by Roger Allen Humphrey, Dennis Earl McManan and Terry Floyd Huie, Directors of TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC., on behalf of said corporation.

[Signature]
Notary Public, State of Texas

CONSENT AND AGREEMENT TO THE ADOPTION
OF
AMENDMENT TO DECLARATION AND COVENANTS
FOR
TREASURE HILLS RANCH

We, the Association Members or recorded owners of the below described property, approve, consent and agree to the adoption of, and hereby join in, execute and sign, the Amendment to the Declaration of Restrictions and Covenants for Treasure Hills Ranch.

John H. Hughes

Denis Dech *To change position of LIEN of THK HOA*

CONSENT AND AGREEMENT TO THE ADOPTION
OF
AMENDMENT TO DECLARATION AND COVENANTS
FOR
TREASURE HILLS RANCH

We, the Association Members or recorded owners of the below described property, approve, consent and agree to the adoption of, and hereby join in, execute and sign, the Amendment to the Declaration of Restrictions and Covenants for Treasure Hills Ranch.

Carrie Huis _____

Rod Klimick (P) _____

Alan McDaniel (P) _____

George Davis _____

Daphne Davis (P) _____

Thompson Zelnick _____

Paul D. H. _____

David Amoretta (P) _____

CONSENT AND AGREEMENT TO THE ADOPTION
OF
AMENDMENT TO DECLARATION AND COVENANTS
FOR
TREASURE HILLS RANCH

We, the Association Members or recorded owners of the below described property, approve, consent and agree to the adoption of, and hereby join in, execute and sign, the Amendment to the Declaration of Restrictions and Covenants for Treasure Hills Ranch.

Wm Gaultz _____
R. James Salaz _____
Linda & Roger Humphrey _____
(Michael J. Flynn) _____

CONSENT AND AGREEMENT TO THE ADOPTION
OF
AMENDMENT TO DECLARATION AND COVENANTS
FOR
TREASURE HILLS RANCH

We, the Association Members or recorded owners of the below described property, approve, consent and agree to the adoption of, and hereby join in, execute and sign, the Amendment to the Declaration of Restrictions and Covenants for Treasure Hills Ranch.

<i>John Pappeo</i>	<i>Nancy Cockrell</i>
<i>Chris Klein</i>	
<i>Alan Buffie</i>	
<i>COTA Proxy Alan Buffie</i>	

CONSENT AND AGREEMENT TO THE ADOPTION
OF
AMENDMENT TO DECLARATION AND COVENANTS
FOR
TREASURE HILLS RANCH

We, the Association Members or recorded owners of the below described property, approve, consent and agree to the adoption of, and hereby join in, execute and sign, the Amendment to the Declaration of Restrictions and Covenants for Treasure Hills Ranch.

Wendy B. Schmidt _____
- -

Diane T. ... _____
- -

Lucy Paquin _____
- -

Marilyn Paquin _____
- -

Laura ... _____
- -

- -

- -


- -

FILED BY & RETURNED TO:

TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION INC

310 TREASURE HILLS RD

KERRVILLE, TEXAS 78028

 **FILED AND RECORDED**
At 2:44 o'clock P.M
STATE OF TEXAS
COUNTY OF KERR
February 11, 2017
I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.
Rebecca Boin County Clerk
Rebecca Boin Deputy

**TREASURE HILLS RANCH
HOMEOWNERS ASSOCIATION**

19-01064

**DECLARATION OF RESTRICTIONS AND COVENANTS
Revised January 19, 2019**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

WHEREAS, M. BRYAN FINLEY, Trustee is the owner of all that certain real property located in Kerr County, Texas, described as follows:

TREASURE HILLS RANCH, a subdivision in Kerr County, Texas, according to the map or plat thereof filed of record in Volume 5, Page 50, Plat Records of Kerr County, Texas, to which reference is here made for all purposes; and

WHEREAS, the above described property will be conveyed subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth:

NOW, THEREFORE, IT IS DECLARED that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the permanent value and the desirability of, to promote and protect the rights of the people to PRIVATE OWNERSHIP OF LAND, and which shall run with, the real property and shall be binding upon all parties having any rights, title, or interest in or to the above described property or any part thereof and their heirs, successors and assigns and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

1. The property shall be used primarily for residential purposes.
2. There shall be no commercial hunting conducted or allowed on the property.
3. Recreational hunting by a property owner or immediate family members of a property owner is permissible on tracts which are ten (10) acres or larger in size.
4. The property shall not be used for business purposes of any character nor shall the same be used for any commercial or manufacturing purpose.
5. No part of the property may be used for illegal or immoral purposes and alcoholic beverages or other intoxicants may not be sold on any part of the property.
6. No trash, garbage, construction debris or other refuse may be dumped or disposed of or allowed to remain upon any tract vacant or otherwise, except in sanitary containers and all incinerators and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

7. No automobile, truck, trailer or other vehicle shall be abandoned on the property and no noxious or undesirable things or use whatsoever shall be permitted on any part of the property.

~~15-~~ 8. There is hereby established an Architectural Control Committee, sometimes referred to herein as the "Committee". The Committee shall determine if the plans and specifications for any residence, building, fence or other structure on any part of the property meets the requirements of these restrictions and determine if the appearance, design and quality of workmanship and materials are in harmony with the proposed scheme or plan of development on the property as the Committee may establish. No construction or any improvements may begin until a plot, plan and plans and specifications have been approved by the Committee.

The Architectural Control Committee shall be comprised of no less than three (3) and no more than five (5) members and shall be appointed by Seller until such time as seventy-five percent (75%) of the acreage which comprises the property has been sold. When seventy-five percent (75%) of the acreage which comprises the property has been sold, Seller shall no longer appoint the Committee and such Committee shall then be composed of a committee appointed by the Board of Directors of the Property Owners Association, and they shall thereafter be vested with all the rights, powers and authority herein granted to the Committee. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to this provision.

The Committee is authorized to establish additional rules and regulations for the property, the activities being conducted thereon, the improvements to be constructed thereon and the use thereof, not inconsistent with the provisions hereof, and the same shall be enforced during the same manner as provided herein. The Committee may approve any variance from any provision or term thereof upon written application for same. The decision of the committee shall be absolutely binding upon all purchasers and the Applicant for a variance.

~~13-~~ 9. No more than one single-family residence with the usual and customary accessories and outbuildings shall be constructed on each lot or tract within the subdivision. Each residence shall contain a minimum of 1,400 square feet of living area, exclusive of porches, garages, carport or other appendages, and each residence shall contain at least two (2) bathrooms and a carport or garage having a capacity of not less than two (2) standard size automobiles.

~~14-~~ 10. All residences, buildings and structures shall be of new construction and architecturally in harmony with the property and other residences, buildings and structures thereon. All such residences, buildings and other structures must be approved by the Architectural Control Committee as therein provided.

11. No structure of a temporary character, trailer, bus, recreational vehicle, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence. The Architectural Control Committee shall have authority to grant permission to a property owner to temporarily place a motor home, recreational vehicle or travel trailer on the property.

12. Mobile homes or manufactured homes shall not be allowed on the property.

~~16.~~ 13. All fences and the material with which they are constructed must be approved by the Architectural Control Committee.

~~9.~~ 14. All sewage disposal systems or other sanitary systems constructed on the property shall be built and placed in full compliance with regulations and specifications of all governmental agencies having jurisdiction thereof.

~~8.~~ 15. The Architectural Control Committee named herein shall determine noxiousness or undesirability and its decision shall be conclusive on all parties.

~~10.~~ 16. No disposal of any kind shall be allowed that would pollute any stream or body of water or which would otherwise be unsightly, offensive or otherwise adversely affect the natural beauty and value of the property.

17. No berms, dams or other impoundment structures may be constructed which stops or otherwise impedes the natural flow of water in creeks or streams on the property.

18. A purchaser may re-subdivide any of the tracts or lots comprising the property provided that such re-subdivision does not result in any tract being less than five (5) acres in size.

19. The raising or keeping of swine or hogs on the property is prohibited. Cattle, sheep, goats or other livestock or their offspring may only be kept on the property if the same are being raised in conjunction with 4H, FFA, or similar programs and approved by the Architectural Control Committee or otherwise approved by the Architectural Control Committee. A purchaser may not keep more than two (2) horses for each five (5) acres owned by such purchaser. All cattle, sheep, goats, horses or other livestock allowed on the property under the terms of these Restrictions must be maintained within proper fences, pens, corrals and/or barns and under such conditions as may be designated and approved by the Architectural Control Committee. Domestic pets may be kept on the property provided that the same are maintained within an approved enclosure or controlled on a leash or similar restraint.

20. (Amended 6/9/2004). (Amended 12/9/2008). A Property Owners Association comprised of all owners of the property within the Subdivision has been formed. The Directors of the Property Owner Association shall be elected by the owners of the property in the Subdivision with each owner having one (1) vote for each Ranch within the Subdivision. The Property Owners Association shall be governed by the Bylaws as adopted and amended by the owner of a majority of the Ranches. Ranches as used in the Declaration shall mean the contiguous Lots and Ranches of an Owner(s) as shown on the plat of the Subdivision, i.e., non-contiguous Ranches shall be separate Ranches.

21. (Amended 12/9/2008). (Amended 2/17/17). All property owners shall be obligated to pay assessments imposed upon them by the Property Owners Association to meet the expenses

of maintaining and improving roads and gates and maintaining any common areas or property and other expenses of the Property Owners Association. Such assessments shall be made in the manner and at the time as may be specified in the Bylaws of the Property Owners Association. Any assessment so made and not paid in accordance with these provisions or the Bylaws of the Association shall bear interest at the rate of Ten percent (10%) per annum and shall constitute a lien upon the property against which the same is assessed.

The lien granted and created under this Declaration for assessments is and shall be subordinate to any lien granted by an owner of any lot within the property subject to this Declaration, and the foreclosure of a superior lien encumbering any such lot shall extinguish the lien granted and created under this Declaration as to assessments due before such foreclosure.

22. (Amended 12/9/2008) Seller, the Architectural Control Committee and every other person, firm or corporation having any right, title or interest in any part of the property shall have the right to prevent violation of any restriction or restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation or violations, such damages to include Court costs and reasonable attorney fees.

These covenants and restrictions are to run with the land and shall be binding on each and every owner, and such owner's heirs, personal representatives, successors and assigns and all persons claiming under each such owner until January 1, 1999, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each. The record owners of legal title of two-thirds (2/3) of the Ranches comprising the property as shown by the Deed Records of Kerr County, Texas, may amend or change said covenants and restrictions in whole or in part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signature of the requisite number of record Owners and the recording of same in the office of the County clerk of Kerr County, Texas.

Voted on and approved January 19, 2019

Recorded at Kerr County Courthouse _____

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

On this 13TH day of FEBRUARY 2019, before me the undersigned attesting officer, duly qualified by law to administer oaths, personally appeared Dorothy Schmidt who being duly sworn does hereby depose and say on oath the following:

“I am the duly appointed officer and representative of Treasure Hills Ranch Homeowners Association and on behalf of said entity I certify that the Restrictions and Covenants attached

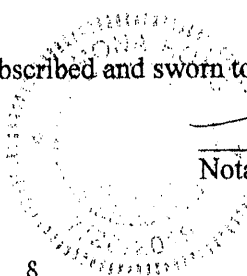
hereto and made a part hereof for all purposes, is a true, correct and complete document that is in force and effect and that has been duly approved.”

AFFIANT:

Dorothy Schmidt

Executed, subscribed and sworn to before me the day and year first above written.

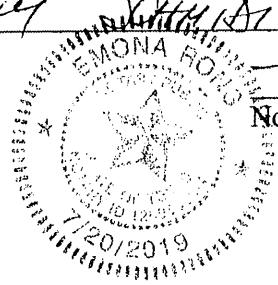
[Signature]
Notary Public, State of Texas



THE STATE OF TEXAS §
§
COUNTY OF KERR §

This instrument was acknowledged before me on this the 13TH day of FEBRUARY 2019, by DOROTHY SCHMIDT.

[Signature]
Notary Public, State of Texas



FILED BY AND RETURNED TO:

DOROTHY SCHMIDT
209 TREASURE HILLS ROAD
KERRVILLE, TEXAS 78028



FILED AND RECORDED
At 2:03 o'clock P M
STATE OF TEXAS
COUNTY OF KERR

13th February 2019

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.

[Signature]
Jackie Dooly County Clerk
Deputy

**BYLAWS
OF
TREASURE HILLS RANCH
HOMEOWNERS ASSOCIATION, INC.**

19-01065

Amended January 19, 2019

Treasure Hills Ranch Homeowners Association, Inc. is a non-profit corporation, (the "Corporation"), formed pursuant to the provisions of the Texas Non-Profit Corporation Act, organized to enforce the Declaration of Restrictions and Covenants recorded in Vol. 296, Page 333 of the Real Property Records of Kerr County, Texas, (herein referred to as the "Covenants"), which encumbers the property ("Property") described in the Covenants and which includes the Ranches ("Ranches") in Treasure Hills Ranch, which term of Ranches as used here shall be defined as the Lots owned by an Owner shown on the plat of the Property recorded in Vol. 5, Page 50, Plat Records, Kerr County, Texas, which are contiguous (i.e. if such owned Lots are not contiguous the non-contiguous Lots shall be separate Ranches).

**ARTICLE I
NAME AND LOCATION**

Section 1.01 The name of the Corporation is Treasure Hills Ranch Homeowners Association, Inc. The principal offices of the Corporation shall be located in Kerr County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors (hereinafter referred to as the "Board"). The address is 176 Treasure Hills Road South, Kerrville, Texas 78028.

Section 1.02 The Corporation shall have the right to change the location of the offices.

**ARTICLE II
DEFINITIONS**

Section 2.01 The terms used in these Bylaws shall be as defined in the Covenants, and as the same may be amended or supplemented from time to time as therein provided, which terms and provisions of the Covenants are incorporated herein by this reference and made a part hereof for all purposes.

Section 2.02 The roads with 25 foot easements on each side, gates, and a 60 foot easement at the entrance area are referred to hereinafter as the Common Properties. "Common Area" shall mean all real property (Pond Area) owned by the Association for the common enjoyment of the owners.

ARTICLE III
MEMBERSHIP/ MEETINGS

Section 3.01 Every person or entity who is now or hereinafter becomes an Owner of a Ranch in the Property shall automatically be a Member of the Corporation, subject to the terms and provisions of the Covenants, including without limitation the obligation to pay assessments, as herein and therein provided. Membership shall be appurtenant to and not be separated from ownership of any Lot and Ranch. Each Member shall have one vote for each Ranch owned and if there are multiple Owners of a Ranch such Owners shall be entitled to one vote for each Ranch owned.

Section 3.02 Meetings of Members

(A) Annual Meetings. (Amended 3/14/2014) The board must call an annual meeting of the Members. A 10-60 day notice must be given prior to the date of the meeting.

(B) Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors, or upon written request of the Members who are Owners of one-fourth(1/4) of the Ranches.

(C) Notice of Meetings. (Amended 3/14/2014) Notice of each meeting of the members shall be given by email or written notice 10-60 days before such meeting to each member entitled to vote. Written notice of a special meeting of the Members stating the place, day and hour of the meeting and the purpose of purposes for which the meeting is called shall be sent to each Member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of such meeting.

(D) Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, 1/3 of the votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. When a quorum is present at any meeting of the Members, the vote of a majority of the Members qualified to vote and present in person or represented by proxy shall decide any question properly brought before such meeting, unless a greater number is required by law, the Declaration, the Articles of Incorporation or of these Bylaws.

(E) Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and signed by the Member and filed with a Director prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Ranch. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

ARTICLE IV
PROPERTY RIGHTS AND RIGHTS OF
ENJOYMENT OF THE COMMON PROPERTIES

Section 4.01 Each member and his/her guests and invitees, shall be entitled to use and enjoyment of the Common Areas in accordance with and subject to the terms and conditions set forth in the Covenants and subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Corporation.

ARTICLE V
DIRECTORS

Section 5.01 The management and control of the affairs, activities and property of the Corporation shall be vested in the Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not prohibited by statute, by the Articles of Incorporation, and by these Bylaws or by the Covenants. The power and authority of the board shall include, but shall not be limited to, the power and authority:

(A) to establish, levy and assess, and collect the assessments referred to in Articles V and XI hereof and as set out and defined in the Covenants and Restrictions;

(B) to employ independent contractors, or such other independent persons or the Corporation as it may deem necessary, and to prescribe their duties; and

(C) to exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation of the Corporation or the Covenants.

Section 5.02 (Amended 1/19/2019) It shall be the duty of the Board:

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

(B) to supervise all officers and agents of this Corporation, and independent contractors hired by the Board of Directors, and to see that their duties are properly performed;

(C) as more fully provided for herein and in the Covenants.

(1) to fix the amount of the annual assessment which will apply to all Ranches by February 1 of each year which is at least thirty (30) days in advance of each annual assessment period which begins March 1 of each year. Increases in the annual

assessment shall be limited to ten percent of the previous year's assessment. A larger increase will require approval of the Owners of a majority of the Ranches.

(2) call for Special Assessments for emergency funds, subject to approval by a vote of Owners of a majority of the Ranches.

(3) to cause email with receipt or written notice, as set forth in the Bylaws, of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(4) to collect the assessments assessed against each Ranches which are due by March 31 annually.

(5) to assess penalties, legal fees for liens and enforce payment if assessments are not paid by April 1 of each year, as set out and defined in the Covenants. (article 21 - Covenants)

(D) May procure and maintain adequate liability and hazard insurance on the property owned by the Corporation, and to procure and maintain directors and officers liability insurance.

(E) to cause the assessment proceeds to be expended for the maintenance of the Common Properties, Common Areas and related activities consistent with the purpose of the assessment as described in the Covenants.

(F) to perform or cause to be performed the duties of all the Committees in accordance with and subject to the terms and condition set forth in the Covenants.

ARTICLE VI BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 6.01 (Amended 1/19/2019) Number. The affairs of this Association shall be managed by a Board of three (3) directors, who are Treasure Hills Ranch property owners, at least two of whom must be residents of Treasure Hills Ranch.

Section 6.02 Term of Office. One director shall be elected each year for a three-year term at the annual meeting starting in 2005. Each Director shall be elected as provided in the Covenants.

Section 6.03 Removal. Any director may be removed from the Board of Directors, with or without cause, in the same manner by which he or she was elected. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

Section 6.04 Compensation. No director may receive compensation of any type for any service he or she may render to the Association.

Section 6.05 (Amended 3/14/2014)

(A) Regular and special board meetings must be open to owners, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with property owners association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without reaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

(B) Except for a meeting held by electronic or telephonic means under Subsection (G) below a board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.

(C) The board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the property owners' association Managing Agent or Board of Directors.

(D) Members shall be given notice of the date, hour place and general subject of a regular or special board meeting, including a general description of any matter to be brought up in executive session. The notice shall be:

I. Mailed to each property owner 10 to 60 days prior to the meeting: or

II. Provided at least 72 hours before the start of the meeting by sending the notice to each member who has registered an e-mail address registered with the property owners association.

(E) It is an owner's duty to keep an updated e-mail address registered with the property owner's association.

(F) If the board recesses a regular or special board meeting to continue business the following day, the board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If the meeting continues to the following business day and on that following day the board continues the meeting to another day, the board shall give notice of the continuation by sending a notice by e-mail to each owner who has a registered e-mail address with the association.

(G) The board may meet by any method of communication, including electronic and telephonic, without prior notice to owners under Subsection D, if each director may hear and

be heard by every other director, or the board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. Any action taken without notice to owners under Subsection D must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting. The board may not, without prior notice to owners under Subsection D consider or vote on:

- 1) Fines;
- 2) Damage assessments;
- 3) Initiation of foreclosure actions;
- 4) Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- 5) Increases in assessments;
- 6) Levying of special assessment;
- 7) Appeals from a denial of architectural control approval; or
- 8) A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

Section 6.06 (Amended 3/14/2014), (Amended 1/19/2019). Refer to Section 6.05

Section 6.07 At all meetings of the Board a majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business, and the act of the majority present at such meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Articles of Incorporation, these Bylaws or the Covenants. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6.08 The Board shall keep regular minutes of its proceedings either manually or by electronic recording. The minutes shall be placed in the book of the Corporation.

Section 6.09 (Amended 1/19/2019). Nomination for election to the Board shall be made by submitting names of qualified Members to any Director 30 days in advance of the next annual meeting. One Director will be elected or reelected for a three year term.

Section 6.10 (Amended 1/19/2019). If the nomination of only one director candidate is received by the nomination deadline, the person nominated is automatically elected by acclamation and a vote by the THRHOA membership is not required

ARTICLE VII INDEMNIFICATION

Section 7.01 The Corporation will indemnify a director, officer, member, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. The Corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit for the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation. In addition to the situations otherwise described in this Section, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited hereby.

Section 7.02 The Corporation will pay or reimburse reasonable and approved expenses incurred by a director, officer, committee, member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceedings.

Section 7.03 The Corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation or if the person is alleged to have improperly received a person benefit or committed other willful or intentional misconduct.

Section 7.04 The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 7.05

(a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c), below. The Corporation may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by a special legal counsel selected by the Board by the same vote as provided in subparagraphs (i) or (ii), above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(b) The Corporation will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible.

(c) The corporation will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under subparagraph (a), above.

Section 7.06 The Corporation may purchase and maintain insurance, or make any other arrangement, on behalf of any person as permitted by the Texas Nonprofit Corporation Act, whether or not the Corporation has the power to indemnify that person against liability for any acts.

ARTICLE VIII COMMITTEES

(Amended 1/19/2019). The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. No current director may serve as a voting member of a committee.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Corporation shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

ARTICLE X GENERAL

Section 10.01 All checks or demand for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 10.02 The fiscal year of the Corporation shall start January 1 and end December 31.

Section 10.03 Any conflict between one or more provisions of these Bylaws and one or more provisions of the Articles of Incorporation shall be resolved in favor of the provisions set forth in the Bylaws. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Covenants shall be resolved in favor of the provisions of the Covenants.

Section 10.04 Any legal fees and/or expenses incurred through the collection of delinquent assessments shall be paid by the Owner in arrears.

ARTICLE XI ASSESSMENT FOR OWNERS OF MULTIPLE LOTS

Section 11.01 Any owner can combine any number of lots in a Ranch for Corporation purposes so long as the lots are owned by a single owner and the lots are contiguous. For these purposes lots will be considered owned by a single owner if they are owned by any combination of a husband, wife, immediate family members, and/or trusts established by them.

Section 11.02 (Amended 1/19/2019) Multiple contiguous lots combined by a single owner for these purposes will be assessed one annual association fee and will be entitled to one vote on Association matters. Owners of non-contiguous lots will be assessed one annual association fee for each lot and have one vote for each lot on Association matters.

Section 11.03 Owners seeking to combine lots for Association purposes must declare his/her intention to do so in writing to the Corporation. Any owner who makes a declaration to combine lots and then sells one of the lots separately within 5 years of such declaration will be required to pay one assessment for each lot that is sold at the applicable rate for each year between

the date the combination is elected and to the date the lot is sold. This provision is applicable both to lots that were identified as part of the original Treasure Hills Subdivision or lots that are subsequently formed as a result of an owner subdividing a lot in order to form a new lot.

Section 11.04 Any contiguous lots owned by a single, owner as defined above that were combined for annual Association assessment purposes as of the date that these Bylaws are approved shall be grandfathered for purposes of any payment of past assessments. Therefore, these lots would not be subject to payment of prior assessments in the event the lots are sold separately, in part or in whole.

ARTICLE XII
AMENDMENT OF BYLAWS

Section 12.01 . These Bylaws may be altered, amended or repealed by the Owners of a majority of the Ranches.

Section 12.02 (Amended 1/19/2019). Notice of any proposed change shall be mailed or emailed to all THRHOA members 10-60 days prior to the date of a regular or special meeting.

APPROVED AND ADOPTED as amended as of the 19th day of January, 2019, by the Owners of a majority of the Ranches within the Property.

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

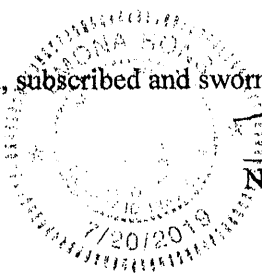
On this 13th day of February 2019, before me the undersigned attesting officer, duly qualified by law to administer oaths, personally appeared Dorothy Schmidt who being duly sworn does hereby depose and say on oath the following:

“I am the duly appointed officer and representative of Treasure Hills Ranch Homeowners Association and on behalf of said entity I certify that the By-laws attached hereto and made a part hereof for all purposes, is a true, correct and complete document that is in force and effect and that has been duly approved.”

AFFIANT:

Dorothy Schmidt

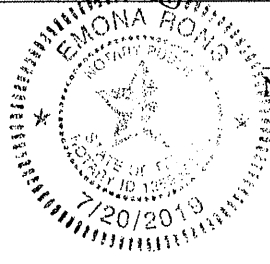
Executed, subscribed and sworn to before me the day and year first above written.



Amara Jones
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF KERR §

This instrument was acknowledged before me on this the 13TH day of FEBRUARY,
2019, by DOROTHY SCHMIDT.



Emona Hong
Notary Public, State of Texas

FILED BY AND RETURNED TO:

DOROTHY SCHMIDT
209 TREASURE HILLS ROAD
KERRVILLE, TEXAS 78028



FILED AND RECORDED
At 2:04 o'clock P M
STATE OF TEXAS
COUNTY OF KERR

13th February 2019

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.

Jackie Dowdy Deputy
County Clerk

MANAGEMENT CERTIFICATE

19-01068

TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION

The undersigned, being an Officer of Treasure Hills Ranch Homeowners Association (the "Association"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision development is Treasure Hills Ranch.
2. The name of the Association is Treasure Hills Ranch Homeowners Association, Inc. (THRHOA).
3. The recording data for the Subdivision Development is as follows:

Articles of Incorporation for Treasure Hills Ranch Homeowners Association, Inc., recorded at Document 6397047, Texas Secretary of State.

Treasure Hills Ranch, a subdivision of record in Kerr County, Texas, according to the map or plat thereof, recorded at Volume 5, Page 50, Deed Records of Kerr County, Texas.

First Replat to Treasure Hills Ranch Subdivision, map or plat thereof, recorded at Volume 5, Page 397, Deed Records of Kerr County, Texas.

Second Replat to Treasure Hills Ranch Subdivision, map or plat thereof, recorded at Volume 7, Page 368, Deed Records of Kerr County, Texas.

4. The recording data for the declaration(s) applicable to the Subdivision Development is (are) as follows:

Master Declaration of Covenants, Conditions, and Restrictions for Treasure Hills Ranch, recorded at Volume 296, Page 333, Deed Records of Kerr County, Texas;

First Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Treasure Hills Ranch, recorded at Volume 1361, Page 0592, Real Property Records of Kerr County, Texas.

Second Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Treasure Hills Ranch, recorded at Volume 1709, Page 0576, Real Property Records of Kerr County, Texas.

Third Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Treasure Hills Ranch, recorded Instrument 17-01240, Real Property Records of Kerr County, Texas.

Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Treasure Hills Ranch, recorded Instrument 19-01064, Real Property Records of Kerr County, Texas.

Bylaws of Treasure Hills Ranch Homeowners Association, Inc., recorded Instrument 13-0666, Real Property Records of Kerr County, Texas.

First Amendment to Bylaws of Treasure Hills Ranch Homeowners Association, Inc., recorded Instrument 14-01446, Real Property Records of Kerr County, Texas.

Second Amendment to Bylaws of Treasure Hills Ranch Homeowners Association, Inc., recorded Instrument 19-01065, Real Property Records of Kerr County, Texas.

Policy Regarding Alternative Regular or Special Assessment Payment for Treasure Hills Ranch Homeowners Association, Inc., recorded Instrument 13-01213, Real Property Records of Kerr County, Texas.


Initials of THRHOA Director

Page 1 of 2

MANAGEMENT CERTIFICATE

TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION

Policy Regarding Records Retention, Inspection and Production for Treasure Hills Ranch Homeowners Association, Inc., recorded Instrument 13-01214

Policy Regarding Records Retention; Records Inspection and Production; Alternative regular or Special Assessment Payment Plan for Treasure Hills Ranch Homeowners Association, Inc., recorded Instrument 14-01447, Real Property Records of Kerr County, Texas.

5. The name and mailing address of the Association:

Treasure Hills Ranch Homeowners Association
P.O. Box 290921
Kerrville, Texas 78028

This Management Certificate is effective as of the 19th day of January, 2019.

Treasure Hills Ranch Homeowners Association, Inc.
a Texas nonprofit corporation

Dorothy Schmidt
By: Dorothy Schmidt
THRHOA: President

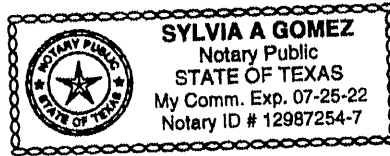
THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on 13 day of February, 2019, by Dorothy Schmidt, President of Treasure Hills Homeowners Association, a Texas nonprofit corporation, on behalf of said corporation.

[SEAL]

[Signature]
Notary Public Signature

✓ AFTER RECORDING RETURN TO: * Dorothy
Filed by and returned to: Schmidt
Treasure Hills Ranch Homeowners Association
P.O. Box 290921
Kerrville, Texas 78028
* 209 Treasure Hills Rd.
Kerrville, TX 78028



FILED AND RECORDED
At 3:30 o'clock P M
STATE OF TEXAS
COUNTY OF KERR
13th February 2019
I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.
Jackie Dowdy County Clerk
[Signature] Deputy

22-01952

**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE**
for
TREASURE HILLS RANCH HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

The undersigned, being the Designated Representative of Treasure Hills Ranch Homeowners Association, Inc., a non-profit corporation (the "Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any Management Certificate previously filed by the Association:

1. Name of Subdivision: The name of the subdivision is Treasure Hills Ranch.
2. Name of Association: The name of the Association is Treasure Hills Ranch Homeowners Association, Inc.
3. Recording Data for the Subdivision:
 - a. Treasure Hills Ranch, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Page 50 of the Plat Records of Kerr County, Texas and all amendments to or replats of said maps or plats, if any.
 - b. Replat of Part of Treasure Hills Ranch, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 5, Pages 397-398 of the Plat Records of Kerr County, Texas and all amendments to or replats of said maps or plats, if any.
 - c. Revision Plat of Tract Nos. 17A, 17B, & 18B of Treasure Hills Ranch, a subdivision in Kerr County, Texas, according to the map or plat thereof recorded in Volume 7, Page 368 of the Plat Records of Kerr County, Texas and all amendments to or replats of said maps or plats, if any.
4. Recording Data for the Declaration*:
 - a. Documents:
 - (1) Master Declaration of Covenants, Conditions, and Restrictions for Treasure Hills Ranch.
 - (2) Amendment to Declaration of Restrictions and Covenants Treasure Hills Ranch.
 - (3) Amendment to Declaration of Restrictions and Covenants Treasure Hills Ranch.
 - (4) Amendment to Declaration of Restrictions and Covenants Treasure Hills Ranch.

- (5) Treasure Hills Ranch Homeowners Association Declaration of Restrictions and Covenants.

b. Recording Information:

- (1) Kerr County Clerk's File No. 3853.
- (2) Kerr County Clerk's File No. 05429.
- (3) Kerr County Clerk's File No. 009124.
- (4) Kerr County Clerk's File No. 17-01240.
- (5) Kerr County Clerk's File No. 19-01064.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Treasure Hills Ranch Homeowners Association, Inc., P.O. Box 290921, Kerrville, TX 78029.

6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is:

Treasure Hills Ranch Homeowners Association, Inc.
 Ned Balcom
 140 Chinaberry Lane
 Kerrville, TX 78028
 (830) 258-0911
 moclab334@gmail.com

7. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Property Transfer:

Description	Fee
Resale Certificate Fee	\$ 50.00

Executed on this 5 day of March, 2022.

TREASURE HILLS RANCH HOMEOWNERS
 ASSOCIATION, INC.

By: Ned Balcom

Printed: Ned Balcom

Its: Designated Representative

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.



P.O. BOX 553 • FREDERICKSBURG, TEXAS 78624

918

LINE NO. 95-1222

EASEMENT NO. _____

NAME _____

RIGHT OF WAY EASEMENT
(Distribution)

WH 0835 INC 654

STATE OF TEXAS

COUNTY OF Kerr

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Curtis Finley hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P. O. Box 553, Fredericksburg, Texas 78624, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kerr, State of Texas and more particularly described as follows:

A tract of land located approximately 3 miles North
(Show Direction Above)

from the town of Kerrville, TX; and bounded on the north by land owned by:

R.C. Edwards - A.C. Skinner
on the south by land owned by:

Hartshorn Drive
on the east by land owned by:

Don Peters
on the west by land owned by:

Bryan Finley

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating, electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall inure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons: _____

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this the _____ day of _____, 19____.

Brian Ransler
Brian Ransler
DATE 6-22-95

Curtis Finley
Curtis Finley L.S.
L.S.

For the single acknowledgement of one person, man or woman, married or unmarried, use:
The State of Texas,)

Vol. 0835 Page 655

County of _____)
Before me, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office, this _____ day of _____, A.D. 19 _____

Notary Public, _____ County, Texas.

For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of _____)
Before me, the undersigned authority, on this day personally appeared _____ and wife,
_____ known to me to be the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office, this _____ day of _____, A.D. 19 _____

Notary Public, _____ County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent
executor, or whatever, use:
The State of Texas,)

County of _____)
Before me, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the
foregoing instrument; and acknowledged to me that
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office, this _____ day of _____, A.D. 19 _____

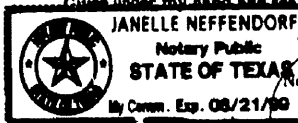
Notary Public, _____ County, Texas.

Filed 7 Day of July A.D. 1996 TIME 2:00pm
PATRICIA DYE
Clerk County Court, Kerr County, Texas

WITNESS ACKNOWLEDGEMENT

The State of Texas,)
County of Collespe)
Before me, the undersigned authority in and for said County and State, on this day personally appeared
Marvin Karsleben
known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after
being duly sworn by me, stated on oath that he saw Ante Finley
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this 4 day of January, A.D. 19 96
Janelle Neffendorf
Notary Public, Collespe County, Texas.
My Comm. Exp. 08/21/99



EASEMENT
From _____
To CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.
Filed _____ day of _____ A.D. 19 _____
at _____ o'clock _____ M. in _____ County
Records.
I, the Clerk of said County do hereby certify that the foregoing is recorded in Volume _____ pages
County Clerk
By: _____ Deputy
After Recording Return To
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.
P. O. Box 533
Fredericksburg, Texas 78624
Shand & Son Printing, Fredericksburg, TX 78624

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law (THE STATE OF TEXAS COUNTY OF KERR)
I hereby certify that this instrument was FILED in the Public Records on the 20th day of the month of February by me and was duly RECORDED in the Official Public Record of Real Property of Kerr County, Texas on

RECORD Real Property
VOL 835 PG 656

RECORDING DATE

FEB 07 1996

FEB 07 1996



Patricia Dye
COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

8718

EASEMENT

Tract Four, (4), Treasure Hills Ranch Subdivision

VOL 0978 PAGE 661

STATE OF TEXAS

COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That we, Michael J. Flynn and Cecelia Flynn, for and in consideration of the sum of TEN AND 00/100s, (\$10.00), DOLLARS, and other good and valuable consideration to us in hand paid by Marvin E. Lightfoot and Maureen E. Lightfoot, of the County of Kerr, State of Texas; the receipt of which is hereby acknowledged, have GRANTED AND CONVEYED, and by these presents do GRANT AND CONVEY unto the said Marvin E. Lightfoot and Maureen E. Lightfoot individually and/or as husband and wife; their heirs, executors, successors and assigns, the free and uninterrupted use, liberty, privilege of an exclusive perpetual easement of passing and utility service in and along and from the center line of an existing road upon, across, under and above a certain tract of land situated in Kerr County, Texas, and now owned by us. The fifteen foot, (15') easement hereby granted extends on to our property fifteen feet, (15'), parallel along the only existing mutual boundary, which also is the Western most boundary of Tract Four, (4), and the Eastern most boundary of Tract Five, (5). Said easement being over, across, under and/or upon our property, Tract Four, (4), for a constant width of fifteen feet, (15'), extending along the entire length of the only mutual boundary line shared by Tracts Four, (4), and Five, (5).

We, the legal owners of Tract Four, (4), Treasure Hills North, Michael J. Flynn and Cecelia Flynn, do hereby grant to Marvin E. Lightfoot and Maureen E. Lightfoot individually and/or as husband and wife, their executors, their heirs, successors and assigns the following rights.

1. All rights required to construct and/or maintain a roadway, a decorative rock wall and utility service transmission lines upon, over, under and/or above the easement hereby granted.
2. All rights required to enter into any contract with any utility provider in order to service, construct, and/or install utility poles, wires, supports, or other required equipment in order to provide utility service through, over, under and/or above the easement hereby granted.
3. All rights of free ingress, egress, and regress by foot, with any animal or livestock, or with any type of vehicle within the boundaries of the easement hereby granted.
4. All rights required for purposes of entry and maintenance, as by them shall be deemed necessary or convenient, at all times and seasons forever in, along, across, upon, under and/or over the easement hereby granted.

WITNESS OUR HANDS this 29th day of October, 1998.

Michael J. Flynn
Michael J. Flynn

Cecelia Flynn
Cecelia Flynn

FILED FOR RECORD
at 4:31 o'clock P.M.

OCT 29 1998

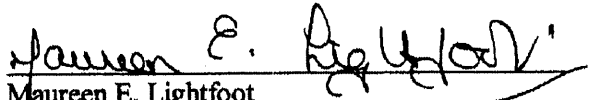
BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
Billie G. Meeker Deputy

VOL 0978 PAGE 662

EASEMENT

Tract Four, (4), Treasure Hills Ranch Subdivision

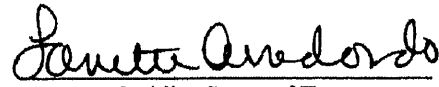

Marvin E. Lightfoot


Maureen E. Lightfoot

STATE OF TEXAS *

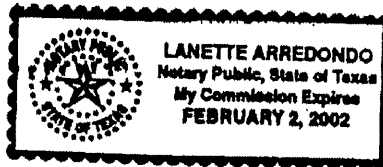
COUNTY OF KERR *

This instrument was acknowledged before me on the 29 day of October 1998 by all parties listed above. Michael J. Flynn, Cecelia Flynn, Marvin E. Lightfoot and Maureen E. Lightfoot.


Notary Public, State of Texas

My commission expires 2-2-2002

Lanette Arredondo
Notary's Printed Name



Return to:
Marvin E. Lightfoot
2522 Boyington Lane
Kerrville, TX 78028

~~Filed by Kerrville Title Co.~~
✓ ascot Services

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

OCT 30 1998




COUNTY CLERK, KERR COUNTY, TEXAS

Page 2 of 2

RECORD Real Property
VOL 978 PG 661
RECORDING DATE

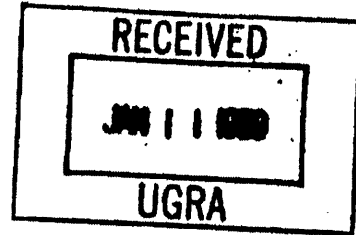
OCT 30 1998




COUNTY CLERK, KERR COUNTY, TEXAS

00375

AFFIDAVIT TO THE PUBLIC



THE COUNTY OF KERR
STATE OF TEXAS

WL 0991 PAGE 163

Before me, the undersigned authority, on this day personally appeared
Mike and Cecelia Flynn who, after being by me dully sworn, upon oath
states that he/she is the owner of record of that certain tract or parcel of land lying and
being situated in Kerr County, Texas, and being more particularly described as follows:

Lot #4
Treasure Hills
Highway 16 towards Medina

The undersigned further states that a surface application on-site wastewater treatment
system will be or has been installed in accordance with the permitting provisions of the
Rules and Regulations of Kerr County for On-Site Sewage Facilities. Reference: License
to operate number 018-427. The undersigned has entered into a maintenance
agreement, as required by the permitting entity, with an approved maintenance company
for service and repairs to the surface application system.

Further, the undersigned states that he/she will, upon any sale or transfer of the above-
described property, request a transfer of the license to operate such surface application
system to the buyer or transferee. Any future buyer(s) or transferee(s) is hereby notified
that a maintenance contract with an approved maintenance company will be required for
the use of the system. For more information concerning the rules or regulations on surface
application on-site wastewater treatment systems, please contact the Texas Natural
Resource Conservation Commission, PO Box 13087, Austin, Texas 78711.

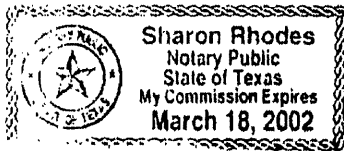
WITNESS MY/OUR HAND(S) on this 16th day of January, 1999.

Mike and Cecelia Flynn
Printed Name of Applicant

[Handwritten Signature]
Signature of Applicant

SWORN TO AND
SUBSCRIBED BEFORE ME on this 16th day of January, 1999.

By Sharon Rhodes
Signature of Notary Public



My Commission Expires: 3/18/2002

Please return to: Upper Guadalupe River Authority
Guadalupe Basin Natural Resources Center
125 Lehmann Drive, Suite 100
Kerrville, Texas 78028-5908
Attention: Permitting & Regulatory Division

VOL 0991 PAGE 164

RECORDER'S NOTE
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PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

FILED FOR RECORD
at 12:21 o'clock P.M.

JAN 15 1999

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Mary Ann Medema Deputy

RECORD Real Property
VOL 991 PG 163
RECORDING DATE

JAN 18 1999



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described prop-
erty because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence
on the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Record of Real Property, Kerr County, Texas on

JAN 18 1999



Jannett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS