



pasocreekbranchhoa@outlook.com

PASO CREEK HOME OWNERS ASSOCIATION INC
317 SIDNEY BAKER SOUTH 400-517
KERRVILLE TEXAS
78028

In association property address:
PASO CREEK HOME OWNERS ASSOCIATION INC
1275 PASS CREEK ROAD
KERR COUNTY TEXAS
78028

ADMINISTRATION

President: Bobby Salber
Phone: 830-634-3358

Secretary: Doris Tyler

Treasurer: Susan Gibson

Preserving the Texas spirit, forever...

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
PASO CREEK RANCH HOME OWNER'S ASSOCIATION
AMENDED**

(This document supersedes all previously recorded documents)

THIS DECLARATION made this 17th day of April , 2021
by **PASO CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.**, a Texas
Corporation ("Declarant"):

WITNESSETH:

- A. Declarant is the Owner of the real Property described as **PASO CREEK RANCH**, a subdivision of record in Volume 7, Page 152, Plat Records of Kerr County, Texas (**PASO CREEK RANCH**), and desires to create thereon a ranch development for residential agricultural and wildlife purposes.

- B. Declarant desires to provide for the preservation of the values and amenities of the Property and for the maintenance thereof; and for such purposes, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto (as hereinafter provided) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of the Property and each Owner thereof.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant hereto, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions, and restrictions") hereinafter set forth:

ARTICLE I

Definitions

The following words, when used in this Declaration or any Supplemental Declarations (unless the context shall prohibit), shall have the following meanings:

- (a) ***"Declarant"*** shall mean **PASO CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.** or an agent designated in writing by **PASO CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.** to act on its behalf as Declarant and any assignee or successor thereof.
- (b) ***"Association"*** shall mean an incorporated association consisting of all Owners, which shall have the duties hereinafter set forth. Each Owner shall become a Member of the Association contemporaneously with acquiring a Parcel or Tract without any further documentation of any kind.
- (c) ***"Board"*** shall mean and refer to the Board of Directors of the Association.
- (d) ***"Owner"*** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Tract or Parcel within the Property. The foregoing does not include any persons or entities that hold an interest in any Tract or Parcel within the Property merely as security for the performance of an obligation.
- (e) ***"Property"*** shall mean and refer to **PASO CREEK RANCH.**
- (f) ***"Parcel" or "Tract"*** shall mean each lot, Tract, Parcel and portion of the Property as shown, described and established by the Plat of **PASO CREEK RANCH** referenced herein.

(g) ***"Member"*** shall mean and refer to the Declarant and each Owner. Each Member shall be entitled to one (1) vote for each Tract owned.

(h) ***"Architectural Design Review Committee"*** shall mean and refer to that Committee of persons selected in the manner and having the duties and powers hereinafter set forth.

(i) ***"Wildlife Committee"*** shall mean and refer to a standing Committee of the Association as hereinafter set forth.

ARTICLE II

Use, Restrictions, and Architectural Standards

The Property shall be used and occupied subject to the following restrictions:

(a) ***Use:*** The Property shall be used for residential, recreational, ranching, and agricultural purposes only and shall not be used for any mercantile or commercial purposes. The renting of any residence is considered commercial use and is prohibited. For residences with active lease agreements as of August 15, 2015, the lease agreement may continue until either:

(1) The property is sold, or

(2) The lease agreement in effect on August 15, 2015 is terminated, whichever comes first. Subletting is prohibited.

The provision of room and board on Paso Creek Ranch property in lieu of full or partial payment for domestic, health care, or security services is allowed.

(b) ***Type of Construction:*** No building shall be erected on any Tract other than a single-family dwelling, a guest home, a detached garage, and such appurtenant structures as may be approved from time to time by the Architectural Design Review

Committee. All buildings and other structures shall be of new construction. In no event shall any prefabricated buildings, mobile homes, modular homes, or existing residences or garages be moved onto any Tract. Modular, ready-build, manufactured homes or mobile homes shall be prohibited.

(c) ***Size and Construction:*** The main residential dwelling constructed on any Tract must have a living area of not less than two thousand (2,000) square feet of air conditioned space, exclusive of opened or screened porches, terraces, patios, driveways, enclosed swimming pools, carports, and garages. No structure shall exceed two stories in height. The exterior walls of all residential buildings shall be constructed with rock, stucco, or brick for at least seventy percent (70%) of the total exterior wall area or other materials as may be approved by the Architectural Design Review Committee, in its sole discretion. Wall materials used on all Tracts shall be restricted to those types and colors approved by the Architectural Design Review Committee. The exterior building design shall be compatible with the overall appearance of the Property.

(d) ***Set Backs:*** No structure other than fencing, walls, planters, and hedges shall be placed on any Tract less than one hundred twenty-five feet (125') from a roadway Property line or lines, fifty feet (50') from any side Property line, or fifty feet (50') from the back Property line. The Architectural Design Review Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(e) ***Burning:*** Fires shall only be permitted when they are continuously attended and in compliance with local burn restrictions.

(f) ***Offensive:*** No offensive, noxious, profane, or unlawful use shall be conducted on any Tract that may be or become an annoyance or nuisance to other Owners within the Property.

(g) ***Subdivision:*** No Tract may be further divided.

(h) ***Construction:*** During construction, Owners or contractors shall not reside on the Property in trailers, barns, RV's, or any other temporary dwelling other than the permanent residence. All structures shall be of new construction. No structure shall be constructed on any Tract without first submitting the plans, drawings, and specifications to the Architectural Design Review Committee for approval. The Architectural Design Review Committee shall indicate approval by signing and dating the submitted plans, drawings, and specifications, and retaining a copy of same. Shiny roofs or siding are prohibited. The Architectural Design Review Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(i) ***Construction Complete:*** Construction of a structure must be complete within one
(1) year from time construction commenced.

(j) ***Sewage:*** Individual sewage disposal systems shall be located, constructed, and equipped in compliance with the rules and regulations of all governmental authorities and agencies having jurisdiction.

(k) ***Antennas:*** No exterior television, radio or other antenna of any type shall be placed, allowed, or maintained upon any Tract unless screened from view of all other Tracts, Common Areas, and road rights-of-way, and must have written approval of the Architectural Design Review Committee. The Architectural Design Review Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(l) ***Roadway Parking:*** Parking on road rights-of-way is restricted to deliveries, pick-up or short time guests and invitees.

(m) ***Storage:*** No exterior storage of any items of any kind shall be permitted except with prior written approval and authorization of the Architectural Design Review Committee. Any such storage as is approved and authorized shall be in areas

attractively screened or concealed from view from all other Lots, Common Areas, and road rights-of-way. This provision shall apply without limitation to all exterior storage and shall include, but not be limited to; wood piles, camping trailers, boat trailers, travel trailers, boats, pickup camper units, automobiles, trucks, or other vehicles. The Architectural Design Review Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(n) ***Garbage:*** No garbage or trash shall be placed outside the exterior of any structure except in containers specifically designed for trash with a closeable lid. To maintain access roads free from obstacles and clutter, trash containers should be placed on the access road for trash service pickup, and subsequently retrieved within a twenty-four (24) hour period (6 p.m. the evening before pickup to 6 p.m. the day of pickup is recommended). The placement, maintenance, and appearance of all such containers shall be subject to the Rules and Regulations of the Association. All rubbish, trash, and garbage shall be regularly removed from each Tract and shall not be allowed to accumulate thereon.

(o) ***Outside Lighting:*** No outside lighting other than indirect lighting shall be placed, allowed, or maintained on any Tract without prior written approval and authorization of the Architectural Design Review Committee. The Architectural Design Review Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(p) ***Animals:*** Dogs, cats, birds or fish may be kept on a Tract in reasonable numbers so long as, in the discretion of the Association, such animals are not, or do not become a nuisance, threat, or are otherwise objectionable to other Owners. Swine are not permitted. Cows, horses, sheep, and goats are permitted with the restriction that no more than one (1) animal per each two and one-half (2 ½) acres owned by Owner. Other animals not mentioned herein must be approved by the Wildlife Committee. All animals must be kept on a leash or in fenced areas and must be on a leash when off

the Tract. The Wildlife Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(q) ***Repairs:*** No repair or maintenance of any detached machinery, equipment or fixtures, including without limitation to motor vehicles, shall be made upon any portion of any Tract within view of any other Tracts, Common Areas, or road rights-of-way without prior written approval of the Association.

(r) ***Oil and Mineral Activity:*** No oil, gas, or other mineral exploration, drilling, development or refining operations shall be permitted. No drilling, quarrying, or mining operations of any kind, including but not limited to; oil wells, surface tanks, tunnels, mineral excavation or shags shall be permitted upon or under any Tract. No structure designed for drilling, transporting, storing, or refining oil, gas, or other minerals shall be erected, maintained, or permitted on any Tract.

(s) ***Violation of Declaration:*** No Tract shall be maintained or utilized in violation of this Declaration, the Articles or Bylaws.

(t) ***Motor Vehicles:*** Motor vehicles may be parked only in a carport, driveway, or parking areas designated by the Association, unless otherwise authorized by the Association in writing. No buses, vans, trucks, or other vehicles having a carrying capacity in excess of one (1) ton or designed for commercial purposes shall be placed, allowed, or maintained upon any Tract except with the prior written approval of the Association, and unless they are parked in areas attractively screened or concealed from view of all other Tracts, Common Areas, and road rights-of-way.

(u) ***Garages and Carports:*** The interiors of all carports shall be maintained in a neat, clean and sightly condition. No carport shall be used for storage. No power equipment, hobby shops, or carpenter shops shall be maintained in any carport. No overhaul, repair or maintenance work of any nature shall be conducted therein, including, but not limited to; detached machinery, equipment, fixtures, or motor vehicles.

The Architectural Design Review Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(v) ***Hunting:*** Hunting on any Tract is prohibited.

(w) ***Firearms:*** Discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or other device capable of killing or injuring is prohibited unless such device is being used to protect livestock, wildlife, or domestic animals against wild and/or domestic predators.

(x) ***Driveways:*** Driveways shall be constructed of concrete, asphalt, or chip and seal, with a minimum of nine (9) feet along their entire length. The width of each driveway at its entrance to a subdivision road must flair to a minimum width of, (i) sixteen feet (16'), or (ii) the minimum width required by the Kerr County Subdivision Rules and Regulations, whichever is greater. Driveway construction plans shall be submitted to the Architectural Design Review Committee for approval concurrent with submittal of plans for the main residential dwelling. Driveways shall be completed ninety (90) days after completion of construction of the main residential dwelling.

(y) ***Roofing Material:*** All roofing material for any structure shall be of standing seam metal, wood shake, tile, or top-grade heavyweight composition or fiberglass shingle. Shiny roofs are prohibited. The Architectural Design Review Committee shall be responsible for maintaining and administering the provisions, terms, and conditions of this paragraph.

(z) ***Construction Debris:*** During construction, the Owner of the Tract is responsible for ensuring that a temporary portable toilet and a trash container that is of a size and design to accommodate all construction debris generated at the site is provided. In addition, there should be no loose debris or material that may be scattered by weather events or pose a danger to the free roaming wildlife. Temporary structures, debris, and any other material that may be generated by construction must be

disposed of within one (1) year from the time construction commenced. Dirt, rock, and brush piles must be removed or screened from view of all other Tracts within one (1) year from the time construction commenced.

(aa) ***Fencing:*** All fencing along the main road shall be of uniform construction with approximately six-inch (6") diameter steel corner posts, two and three-eighths inch (2 3/8") or larger diameter line post. All posts shall be painted green and green "T" posts shall be used between line posts. Wire shall be approximately forty-seven inches (47"), six inch (6") graduated mesh, and the top wire is to be smooth (no barb wire). All fences shall be set back ten feet (10') from the Property line along the main road.

(bb) ***Signs:*** No signs of any type shall be allowed on any Tract which can be seen from other Tracts, common areas, or road rights-of-way, unless the same shall have been approved by the Architectural Design Review Committee.

(cc) ***Responsibility for Contractors:*** During construction, the Owner will ensure that all contractors are aware and abide by the Association Rules and Regulations while on **PASO CREEK RANCH**. Examples of such rules include; speed limits, littering, and observance and care to avoid livestock, wildlife, pedestrians, bicyclists, and ranch equipment. The Owner is responsible for any Association expenses due to the failure of contractors to abide by the **PASO CREEK RANCH** Bylaws or Rules

(dd) ***Vehicle Speed Limit:*** The vehicle speed limit for all roads within **PASO CREEK RANCH** shall be thirty (30) miles per hour. Vehicle operators are responsible for observance and care to avoid livestock, wildlife, pedestrians, bicyclists, other vehicles, and ranch equipment.

(eye) ***General Appearance:*** To maintain an overall clean, attractive appearance of **PASO CREEK RANCH**, Owners are responsible for the general appearance of their Tract, including the timely elimination of rubble and debris, and keeping lawns mowed around homes and other structures. This requirement is not intended to limit the

appropriate agricultural use of the Property. Owners will be notified if their Tract(s) are not meeting the above requirements. In the event the Tract(s) are not in compliance within fourteen (14) days after notification, the Association will arrange for the appropriate service necessary to bring the Tract back into compliance. Expenses for such service will be added to the Annual Assessment for the Owner's Tract(s). Tanks or ponds requiring significant changes to the Tract topography shall be approved by the Architectural Design Review Committee prior to construction.

(ff) ***Accessory Buildings and Other Structures:*** Any free-standing enclosed structure on any lot, not part of the main house is an accessory building. Any structure not enclosed by walls and used primarily for recreational purposes is defined as a recreational structure. Construction of any accessory building or recreational structure or other structures must be approved, prior to construction, by the Architectural Design Review Committee. The Architectural Review Design Committee has the authority to deny any structure based on excessive size. Examples of recreational structures include, but are not limited to, the following: free standing decks, patios and terraces, gazebos and open pavilions, and swimming pools. Accessory buildings will be constructed to be complimentary of the main structures in style and matching in color.

ARTICLE III

Utility Easements Reserved by Declarant

Easements for the installation, maintenance, repair and removal of public and or quasi-public utilities and sewer and drainage facilities and floodway easements are reserved by Declarant over, under and across the Property, on the Property boundary line or on Tract boundary lines where possible. Full ingress and egress shall be had by Declarant at all times over the Property for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein

reserved to or for the benefit of any public or quasi-public utility. Each Owner takes Owner's Tract subject to existing utility easements. Neither Declarant nor any utility company, political subdivision, or other authorized entity using the easement herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to fences, shrubbery, trees, and lawns or any other Property of the Owner on the Property covered by said easements.

ARTICLE IV

Assessments

- (a) ***Creation of Lien and Personal Obligations for Assessments.*** Each Owner, by acceptance of a Deed for any portion of the Property, whether or not it shall be so expressed in any such Deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Property at the time when assessments become due.
- (b) ***Maintenance Charge.*** The amount of an annual Maintenance Fund charge shall be an amount fixed by the Association by vote of the Owners/Members. The Association will for each year fix the annual Maintenance Fund charge at an amount estimated in good faith by the Association of such funds for the purposes hereinafter specified. Initially, such annual Maintenance Fund charges shall be two hundred-fifty dollars (\$250.00) per Tract of land owned in the Property. A change in such initial Maintenance Fund charge shall require a seventy-five percent (75%) majority vote of the Owners at a meeting of Association Members duly called, and at which a quorum of Members shall be present in person or by absentee ballot, as may be more particularly provided in Bylaws. The Maintenance Fund charge shall

be reviewed annually at the end of each calendar year and adjusted, if necessary, which adjustment shall apply to the succeeding calendar year period.

The annual Maintenance Fund charge shall be paid by the respective Owners annually on January 1st or in advance. If land in the Property becomes subject to the annual Maintenance Fund charge on a date other than January, the Owner of such land shall pay the pro-rata part of the annual Maintenance Fund charge in advance.

(c) ***Purpose of the Maintenance Fund.*** The Maintenance Fund charge shall be uniformly imposed upon all lands in the project except platted roads and common areas, and such Maintenance Fund shall be used exclusively for the following in connection with areas within the Project in respect of which the charge is made:

(1) Accounting, office expenses which includes all of the Association accounting, communication expense, office supplies, etc.

(2) Road maintenance of the roads shown on the Plat of the Property ("Roads"). Such maintenance shall include the re-grading and working the Roads and the drainage/ditches adjacent thereto as needed to provide normal access and, in this regard, it is understood that the Declarant is not dedicating the Roads for use by the general public, but only for the Owners, but by Owner approval and acceptance by the County, the Roads may be dedicated. Until dedication of the Roads and acceptance by the County, the Association shall be responsible for maintaining the Roads.

(3) Legal which includes any legal fees as may be required by the Association.

(4) The Association income tax preparation, which includes the cost of annual corporate Federal Income Tax return and State of Texas Franchise Tax return, if applicable.

(5) The Association expense for Security.

(6) The Association's expenses for wildlife and maintenance of the Wildlife Management Plan.

(7) Maintenance of the common areas.

(8) The Association expense for insurance and in this regard, the Association shall obtain public Liability Insurance with limits of not less than one hundred thousand/three hundred thousand dollars (\$100,000/\$300,000) covering the Roads.

(9) Miscellaneous that includes costs expended, but not already mentioned. In the event the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the Maintenance Fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the Maintenance Fund by the Owners of the Property; provided however the Association will not, without the approval of the Members, evidenced by the favorable vote of a majority of the votes entitled to be cast by the Members, expend more than two dollars (\$2) per acre in excess of the monies then on hand.

(d) ***Effect of Non-Payment of Assessment; Personal Obligation of the Owners; The Liens, Remedies of the Association.***

(1) If any assessment or any part thereof is not paid on the date(s) when due, January 1st, then the unpaid amount of such assessment shall become delinquent January 31st and shall, together with such interest therein and cost of collection thereof as hereinafter provided, there-upon becoming a continuing lien on the Property of the non-paying Owner and shall be unaffected by any sale or assignment of the Property and shall continue in full force and effect. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien, or deed of trust or other security instrument, or through court proceedings. The personal obligation of the then Owner to pay such assessment however, shall remain his personal obligation and shall not pass to his

successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment of his Property.

(2) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorney's fees) in such action and, in the event a judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

- (e) ***Certificate.*** The Board shall, upon demand at any time, furnish to any Owner liable for said assessment a Certificate in writing signed by an Officer or Agent of the Association, setting forth whether said assessment has been paid. Such Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such Certificates.
- (f) ***Non-Waiver.*** The omission of the Board, before the expiration of any year to give notice of the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, for that or any subsequent year, but the assessment shall continue until notice is given.
- (g) All roads, as shown on the Plat of the Property to the Association, are the property of the Association. An Easement Agreement is provided with **MAX**

DUNCAN FAMILY INVESTMENTS, LTD., dated February 26th, 2002, recorded in Volume 1174, Pages 0782 thru 0788, Real Property Records of Kerr County, Texas, and utility easements and mineral interests outstanding and of record in Kerr County, Texas.

ARTICLE V

Architectural Design Review Committee

(a) The Architectural Design Review Committee shall be composed of at least three (3) members of the Association appointed by the Board. A chairperson shall be selected by the Committee. A majority of votes of the Architectural Design Review Committee shall prevail for any decision made by the Committee.

(b) The Architectural Design Review Committee must review and approve in writing the construction of any building, fence, driveway, or other structure and any exterior addition, change, or alteration in any building, fence, driveway, or other structure. All changes subsequent to approved plans, including changes that affect the exterior of any buildings (included, but not limited to additions and/or changes in colors, grading, paving, landscaping, exterior lighting, etc.) made after the original approval of the plans must be submitted to and approved in writing by the Architectural Design Review Committee prior to implementation of said changes.

(c) To obtain approval to do any of the work described in Paragraph (b) above, an Owner must submit an application to the Architectural Design Review Committee showing the plans and specifications for the proposed work, which plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

(d) The Architectural Design Review Committee shall review applications for proposed work in order to (i) insure conformity of the proposal with these covenants, conditions, and restrictions and (ii) insure harmony of external design in relation to

surrounding structures and topography. An application can be rejected for providing insufficient information. The Architectural Design Review Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Architectural Design Review Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

(e) If the Architectural Design Review Committee fails either to approve or reject an application for proposed work within sixty (60) days after submission, then the Architectural Design Review Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

(f) The Members of the Architectural Design Review Committee shall not be entitled to compensation for, nor liable for damages, claims or causes of action arising out of services performed pursuant to this Article. A majority of the members of the Architectural Design Review Committee are required to approve or disapprove any matter before the Architectural Design Review Committee. The Architectural Design Review Committee may for good cause shown, recommend that variances to any covenant, condition, or restriction, be approved. Such variances shall require approval of the Board of Directors. The Board of Directors shall notify and solicit comments from all Owners prior to their final determination. The determination and decision by the Board of Directors as to whether a variance should be granted shall be final and binding on all Owners. Neither the Board of Directors, Architectural Design Review Committee nor any of its Members shall be liable for damages, claims, or causes of action arising out of any decision or action performed or taken hereunder. The Architectural Design Review Committee may consider in recommending approval of any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use, and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Architectural Design Review Committee may impose such conditions as it deems appropriate in recommending approval of any such variance. Any such variance,

if granted, shall apply only to the particular Property and situation specified, and shall not amend this Declaration, or any provisions hereof, nor shall it be a variance as to any other Property or situation.

- (g) The Architectural Design Review Committee shall recommend enforcement action to the Board of Directors as needed to ensure compliance with this Declaration.

ARTICLE VI

Wildlife Committee (Revised 01/01/2011)

The Wildlife Committee shall be composed of at least three (3) Members of the Association appointed by the Board. A chairperson shall be selected by the Committee. A majority of votes of the Wildlife Committee shall prevail for any decision made by the Committee. No compensation shall be due or paid to the members of the Committee for services performed pursuant to this covenant. The Wildlife Committee shall be responsible for the following:

- (a) Ensure the Association's Wildlife Management Plan goals and objectives are met in the common areas, including the implementation of qualifying activities. Each owner is responsible for maintaining Wildlife Management Plan goals and objectives for their property.
- (b) If deemed necessary by the Committee, have a wildlife survey conducted on the Property by a competent wildlife biologist of the Committee's selection. Should it be the determination of such a survey that the wildlife is overpopulated, then the Wildlife Committee may supervise the culling of the wildlife population by whatever means the said Committee determines to be reasonable and prudent, and the Committee or its agents are exempt from the restrictive covenant prohibiting hunting for this specific purpose. Wildlife culling must comply with state and local laws and, when conducted on member's property, shall only be conducted with the written approval of the property owner.

- (c) Approve Property owner requests to maintain animals on their property other than those specified in Article II (p).
- (d) Maintain the front entrance and back emergency gates in a functional condition. Communicate to property owners new gate codes when changed.
- (e) Maintain records of expenses, proceeds, and other expenditures associated with the Wildlife Committee, and provide copies of those records to the Secretary Treasurer of the Association.

ARTICLE VII

The Association

- (a) ***Creation.*** The Owners shall be Members of the Association. Each Owner of a Tract or Parcel, including Declarant, shall automatically be a Member of the Association. Association Membership shall be appurtenant to Ownership of a Tract of Parcel.
- (b) ***Transfer of Membership.*** Association Membership shall only be transferred upon the conveyance of a Tract or Parcel in fee by an Owner, and Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a transfer prohibited hereby shall be void.
- (c) ***Management of Association.*** The Association may be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and Bylaws subject to the provisions of this Declaration.
- (d) ***Membership Voting, Elections and Meetings.*** Each Member shall have one (1) vote for each Tract or Parcel of land owned by that Member. All Owners of undivided interests in any Tract or Parcel shall be considered as a single Owner for the purposes

of exercising voting rights hereunder with the designated “voter” being authorized in writing by a majority of such Owners. There shall be a least one (1) meeting of the Membership each year. At that meeting, the Owners shall elect a Board consisting of three (3) or more directors, vote on any other matters the Board chooses to place before the Membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire Membership. Quorum and notice requirements for the Association meetings shall be as set forth in the Bylaws of the Association. Notwithstanding any contrary provision contained herein, until such Bylaws are enacted or the Declarant has conveyed to third parties seventy-five percent (75%) of the acreage or platted lots, whichever shall last occur, Declarant shall appoint the Directors who need not be Members of the Association.

(e) ***Duties and Power of Board.*** Through the Board, the Association shall have the following powers and duties:

- (1) To adopt Bylaws, rules and regulations to implement this Declaration.
- (2) To enforce the Declaration and/or Bylaws, rules and regulations of the Association.
- (3) To elect officers of the Board and select Members of the Architectural Design Review Committee, and the Wildlife Committee, when that power devolves to the Board.
- (4) To delegate its powers to Committees, Officers and employees.
- (5) To prepare a Balance Sheet and Operating Income Statement for the Association, and deliver a report to the Membership at its Annual Meeting.
- (6) To assess an Owner for costs incurred or to be incurred by the Association in enforcing this Declaration and any rules and regulations promulgated by the Association.

- (7) To file liens against Owner's Tract(s) or Parcel(s) because of nonpayment of any assessment duly levied, and to foreclose on those liens.
- (8) To receive complaints regarding violations of this Declaration and/or the Bylaws, the rules and regulations of the Association.
- (9) To hold hearing(s) to determine whether to discipline Owners who violate this Declaration and/or the Bylaws, the rules and regulations of the Association.
- (10) To give reasonable notice as may be otherwise provided in the Bylaws to all Owners of all Annual Meetings of the Membership and discipline hearings.
- (11) To hold regular meetings of the Board at least annually.
- (12) To pay for repair and maintenance charges for the roads and common areas, Association expenses for Wildlife Management Plan operation, taxes, and other charges which shall properly be assessed or charged against the Roads and common areas, legal and accounting services, policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or guest, invitees or tenants) incident to the operation of the Association and the use of the Roads in the amount prescribed by the Board, and any other costs and expenses incurred under the terms of this Declaration. (Revised 09/30/2006)
- (13) To enter into contracts, maintain one or more bank accounts and generally, to have all the powers necessary or incidental to the operation and management of the Association.

ARTICLE VIII

Owner Obligation to Repair and Comply with this Declaration

Each Owner, at his sole cost and expense shall; (1) maintain and repair Property and the improvements situated thereon, keeping the same in good condition and repair, and (2) otherwise comply with the Articles of this Declaration. In the event that any Owner shall fail to maintain and repair Property and the improvements thereon as required hereunder, or otherwise fail to comply with the Articles of this Declaration, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Property and to repair, maintain and restore the Property and the exterior of the buildings and any other improvements erected thereon, and each Owner (by acceptance of a deed for his Property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand. The failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay for any assessment hereunder when due.

ARTICLE IX

General

(a) ***Duration.*** The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall insure to the benefit of and be enforceable by the Declarant, the Association and/or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless at such time an instrument signed by the Members entitled to cast fifty-one percent (51%) of the votes of the Association has been recorded, agreeing to abolish said Covenants, Conditions, and Restrictions, or to change said Covenants, Conditions, and Restrictions in whole or in part.

(b) ***Consent of Members.*** The Covenants, Conditions, and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with

the consent of the Members entitled to cast seventy-five percent (75%) of the votes of the Association, evidenced by a document in writing bearing each of their signatures.

(c) ***Amendment.*** Neither any amendment, nor any termination shall be effective until recorded in the Real Property Records of Kerr County, Texas, and all requisite governmental approvals, if any, have been obtained.

(d) ***Dissolution of Association.*** The Association may be voluntarily dissolved by an affirmative decision of at least seventy-five percent (75%) of the votes eligible to be cast in the Association.

(e) ***Enforcement.*** Enforcement of these Covenants and Restrictions shall be in Kerr County, Texas and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any Covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(f) ***Acceptance of Declaration.*** By acceptance of a deed or by acquiring any Ownership interest in any of the Property included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration, and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvements and development of the Property covered thereby.

(g) ***Severability.*** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(h) **Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

(h) **Notices.** Any notice required to be given to any Member or Owner under the provision of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

(i) **ORIGINAL COPY ON FILE WITH KERR COUNTY CLERK, FULLY EXECUTED**

IN WITNESS WHEREOF, Declarant has executed this instrument on this, the _____ day
of _____ 2021.

PASO CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Robert Salber

THE STATE OF TEXAS
COUNTY OF KERR.

This instrument was acknowledged before me on the _____ day of _____
2021, by Robert Salber, President of **PASO CREEK RANCH PROPERTY OWNERS
ASSOCIATION, INC.**, a Texas Corporation, on behalf of said Corporation.

Notary Public, State of Texas