

The Homestead
@ Turtle Creek

FIRST AMENDED and RESTATED
DECLARATION of COVENANTS,
CONDITIONS, and RESTRICTIONS

2020

**FIRST AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE HOMESTEAD @ TURTLE CREEK, KERR COUNTY, TEXAS,**

**DEVELOPED FOR THE PURPOSE OF MAINTAINING THE
CURRENT AND FUTURE VALUE OF THE HOMESTEAD**

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMESTEAD @ TURTLE CREEK is made by the Lot Owners of THE HOMESTEAD @ TURTLE CREEK.

WHEREAS, by the following instruments dated and recorded in the Real Property Records of Kerr County, Texas, Crystal Land Company L.L.C. (the original Declarant) imposed Covenants, Restrictions, Conditions, Easements, Charges and Liens upon the Real Property in Kerr County, Texas known as THE HOMESTEAD @ TURTLE CREEK:

- Declaration of Covenants, Conditions and Restrictions for The Homestead @ Turtle Creek dated October 15, 1996 and recorded in Volume 0872, Pages 359-374 (the "Original Declaration").
- Amendment of Restrictions dated December 13, 1999, recorded in Volume 146, Page 459, Real Property Records of Kerr County, Texas.
- Amendments to the Declaration of Covenants, Conditions and Restrictions for the Homestead @ Turtle Creek dated October 9, 2000 and recorded in Volume 1089, Pages 0707-0708.
- Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Homestead @ Turtle Creek dated November 17, 2004 and recorded in Volume 1396, Pages 0546-0550, Real Property Records of Kerr County, Texas.
- Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Homestead @ Turtle Creek dated November 22, 2005 and recorded in Volume 1484, Pages 0405-0408, Real Property Records of Kerr County, Texas.

WHEREAS, the Original Declaration and all amendments referenced above are hereinafter referred to as the "Declaration";

WHEREAS, the capitalized terms set forth herein have the meaning assigned to them in the Declaration;

WHEREAS, Crystal Land Company L.L.C. has caused THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION to be incorporated as a non-profit corporation under the laws of the State of Texas to which have been delegated and assigned the powers of maintaining and administering the properties and facilities; administering and enforcing the Covenants, Conditions and Restrictions; and collecting and disbursing the assessments and charges as hereinafter provided;

WHEREAS, Article 7.4 of the Second Amendment provides that the Lot Owners have the right to amend the Declaration by the affirmative vote of sixty-six and two-thirds percent (66-2/3rds %) of the Lot Owners at a special or annual meeting of the Association for which the notice of meeting includes this purpose of meeting;

WHEREAS, the Lot Owners of THE HOMESTEAD @ TURTLE CREEK desire to amend, consolidate and restate the Original Declaration and the amendments referenced above into one document;

WHEREAS, the Association notified all the Lot Owners of record of a meeting of the Lot Owners to be held on November 17, 2020, and all Lot Owners of record were provided with a copy of this proposed First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Homestead @ Turtle Creek and any explanatory comments deemed reasonable by the Directors of the Association. Such notice was sent via email or by first class mail to the last known address of record of each Lot Owner not less than ten (10) days, nor earlier than sixty (60) days prior to the date of the scheduled meeting of the Association;

WHEREAS, a meeting of the Lot Owners was held on November 17, 2020, and a quorum of Lot Owners was present in person or by proxy as provided in the Bylaws of the Homestead @ Turtle Creek Homeowners' Association and the Declaration. A vote to approve the proposed First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Homestead @ Turtle Creek, described herein, was held by written ballot and not less than sixty-six and two-thirds percent (66-2/3rds %) of the total Lot Owners present in person or by proxy approved the amendment and authorized and instructed the President of The Homestead @ Turtle Creek Homeowners' Association to execute this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Homestead @ Turtle Creek;

NOW, THEREFORE, the Lot Owners hereby amend and restate the Declaration and adopts, establishes and imposes upon all of the Lots the following Covenants, Conditions, Restrictions, Easements, Charges and Liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Homestead @ Turtle Creek Subdivision (as shown on that certain plat recorded in Volume 6, Page 309 of the Plat Records of Kerr County, Texas) for

the benefit of present and future Owners. Such Restrictions and Covenants shall take the place of the Declaration and shall run with all land in the Homestead @ Turtle Creek subdivision and be binding upon all parties having or acquiring any right, title or interest in any of the Lots or any portion thereof and shall inure to the benefit of and be binding upon each Owner and future Owner thereof.

THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE
IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS AND A LIEN
FOR NON-PAYMENT OF ASSESSMENTS. THIS DECLARATION IS BINDING UPON
ALL FUTURE OWNERS IN THIS SUBDIVISION.

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Article 1

RECITALS

- 1.1 The Lot Owners desire to maintain a residential community with designated "Lots" and "Common Facilities" (those terms are defined herein) for the benefit of the present and future Owners of said Lots on the following described real property (the "Subdivision"), to wit:

THE HOMESTEAD @ TURTLE CREEK, A Kerr County Subdivision, as shown on plat thereof, recorded in Volume 6, Page 309, of the Plat Records of Kerr County, Texas
- 1.2 The original Subdivision developer and former declarant, Crystal Land Company L.L.C. (Crystal Land) subdivided the Subdivision as shown by the map and plat of such Subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof.
- 1.3 Crystal Land deemed it desirable for the efficient preservation of the values and amenities in the Subdivision to create a homeowners' association (THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION) to which shall be delegated and assigned the powers of maintaining and administering the Common Facilities; administering and enforcing the Covenants and Restrictions set forth within, collecting and disbursing the assessments and charges hereinafter created; and
- 1.4 The Lot Owners desire to ensure the preservation of the values and amenities in the Subdivision for the benefit of said Subdivision and each of the Owners thereof. To this end, the above described Subdivision, together with such additions as may hereafter be made, shall be subject to the Covenants, Restrictions, Charges and Liens as hereinafter set forth; and
- 1.5 THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION has been created under the laws of the State of Texas for the purposes of exercising the functions aforesaid as to the Subdivision and such other property as may be annexed thereto and become subject to the jurisdiction of said Association; and the Lot Owners desire to conform the restriction on use of the Subdivision as necessary for the purpose of subjecting the Subdivision and the Owners thereof to the jurisdictions of said THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION.
- 1.6 The Lots in the Subdivision shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following Covenants, Conditions, Restrictions, Easements,

Charges, and Liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of THE HOMESTEAD @ TURTLE CREEK Homeowners' Association.

- 1.7 The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private or public streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Lots. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Lot Owners, conveying Lot or Lots, or any part thereof.

Article 2

DEFINITIONS

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

- (a) "ACC," or "Architectural Control Committee" shall mean the Architectural Control Committee established pursuant to this Declaration.
- (b) "Articles" shall mean the Articles of Incorporation of THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION, as it may, from time to time, be amended.
- (c) "Association" shall mean and refer to THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation, its successors and assigns as provided for herein.
- (d) "Board of Directors" or "Board" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Bylaws of the Association.
- (e) "Bylaws" shall mean the Bylaws of THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION, as they may, from time to time, be amended.
- (f) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, parkways, medians, islands, common entry gates, landscaping, walls, exterior boundary fences, safety lanes, trails, drainage easements, and other similar or appurtenant improvements.
- (g) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

- (h) "Lot" shall mean and refer to any of the plots of land numbered Lots 1 through 67, as reflected on the Subdivision Plat, with additions as needed.
- (i) "Member" shall mean and refer to all those Owners who are Members of the Association as provided herein.
- (j) "Owner" shall mean and refer to the Owner of Record, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.
- (k) "Existing Property" shall mean and refer to the above described properties known as THE HOMESTEAD @ TURTLE CREEK.
- (l) "Additional Property" shall mean and refer to property which is added to the Existing Property pursuant to Article 7 of this Declaration or any Amended or Supplemental Declaration.
- (m) "Subdivision Plat" shall mean and refer to the map or plat of THE HOMESTEAD @ TURTLE CREEK, filed for record in Volume 6, Page 309, Plat Records of Kerr County, Texas, and any amendment thereof upon filing of same for record in the Plat Records of Kerr County, Texas.

Article 3

HOMEOWNER ASSOCIATION AND ASSESSMENTS

- 3.1 MEMBERSHIP IN THE ASSOCIATION. Every person or entity who is an Owner of record of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association. However, no person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall be a Member. Membership and voting rights are appurtenant to, and inseparable from, ownership of the Lots.
- 3.3 VOTING RIGHTS. Each Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for Membership. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the one (1) vote for such Lot shall be exercised as they, among themselves, determine.
- 3.4 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments shall be fixed, established, and collected from time

to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

3.5 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the streets and other Common Area property by the Members.

3.6 BASIS OF ANNUAL ASSESSMENTS. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors of the Association in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. As provided in this document, the Board of Directors shall have the power to adjust assessments on consolidated Lots.

3.7 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a special assessment ("Special Assessment") for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement. The funds from any such Special Assessment may be usable in the year of the Special Assessment or in future years. Any such assessment shall have the consent of at least sixty-seven (67) percent of the total votes allocated to the Membership who are voting in person or by proxy at a meeting duly called for this purpose and at which a quorum is present. The purpose of the meeting shall be set forth in the notice of the meeting. For an election or vote taken at a meeting of the Owners, not later than the 10th day or earlier than the 60th day before the date of the election or vote, the Association shall give written notice of the election or vote to each Owner.

3.8 CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations stated above, the annual assessment may be adjusted by a majority vote of the Board of Directors, but shall not be increased by more than ten (10) percent above that of the previous year without a majority vote of the Members.

3.9 QUORUM FOR ANY ACTION AUTHORIZED. The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above,

the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of the total votes allocated to the Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. Such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

3.10 COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall be presented (and approved if required) at the annual meeting. Such assessment shall be due on January 1st, payable on February 1st, and shall be delinquent on March 1st.

3.11 ASSESSMENT RESPONSIBILITIES OF THE BOARD OF DIRECTORS. Prior to the annual meeting of each year, but no earlier than October 1st, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year. The Board shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept by the Association and shall be open to inspection by any Owner upon reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer 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.

3.12 EFFECT OF NON-PAYMENT OF ASSESSMENTS: THE LIEN; REMEDIES OF THE ASSOCIATION. All past due and unpaid assessments shall bear interest at the rate of eighteen (18) percent per annum or the maximum interest allowed by law from the date due until the date paid. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof. An Owner may request an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association. The Association shall be entitled to collect from each Owner the costs to the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice. If the Association retains an attorney to assist in the collection of an unpaid assessment, then that Member's inspection of the attorney's books and records shall not be a "proper purpose" pursuant to the Texas Non-Profit Corporation Act.

- 3.13 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any valid purchase money or construction mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot, pursuant to such valid mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
- 3.14 TITLE TO COMMON FACILITIES. The Association shall retain legal title to the Common Facilities.
- 3.15 MEMBERS' EASEMENTS OF ENJOYMENTS. Subject to the provisions of Section 3.16 of this Article, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.
- 3.16 EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:
- (a) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat.
 - (b) The rights of the Association to do the following:
 - 1) To borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;
 - 2) To take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosures;
 - 3) To enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities;
 - 4) To suspend the enjoyment rights of any Member for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association or of this Declaration;
 - 5) To assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities; and
 - 6) To dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a vote of at least sixty-seven (67) percent of the total votes allocated to the Membership.

3.17 USE RESTRICTIONS AFFECTING COMMON FACILITIES AND ADJUNCT PROPERTIES. The right of use of the Common Facilities shall be strictly subject to the following:

- (a) No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Facilities) shall be operated in a reckless or unsafe manner or by any person not issued a valid driver's license on any part of the drainage easements, streets, sidewalks or other Common Facilities owned by the Association. The drainage easements shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors of the Association. The Board may prohibit or limit the use of any portion of the Common Facilities.
- (b) No planting or gardening by Owners shall be permitted within the Common Facilities and no fences, hedges, walls or other obstructions shall be erected or maintained upon or over the Common Facilities, except as are subsequently approved by the Board of Directors of the Association.
- (c) No building or other structure of any type, including recreational structures, shall be built, placed or maintained on the Common Facilities, except those constructed or placed, or permitted to be constructed or placed, by the Board of Directors of the Association.
- (d) The Association is empowered to establish additional use regulations relating to the Common Facilities, as it may from time to time deem necessary, to ensure the preservation and appearance of the Subdivision as a residential neighborhood. Such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

Article 4

ARCHITECTURAL CONTROL COMMITTEE

- 4.1 COMPOSITION. The Board of Directors of the Association, by a majority vote, shall designate three (3) or more Members to serve, at the pleasure of the Board of Directors, on the Architectural Control Committee (ACC). No more than one (1) person shall be a concurrent member of both the Board of Directors and the Architectural Control Committee. The Board of Directors shall have the authority to replace, remove or add committee members, as it shall deem advisable.
- 4.2 POWER AND AUTHORITY. The ACC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any land use

regulation in Article 5 of this Declaration. Members of said ACC and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive Covenants for any claim, loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts or omissions hereunder. In the event of non-compliance with this Declaration, the ACC shall have the power to halt such work through legal means. The ACC shall, no later than one week after confirmation of non-compliance, send a written notice to the Owner defining the issues of non-compliance in detail, the required methods to resolve the non-compliance, and a stop work order until such time as the ACC accepts the project as being in compliance. The Board and the ACC shall comply with Texas Code 209.007 in all cases of non-compliance. The ACC shall not be entitled to any compensation for services rendered pursuant to this Covenant, but shall be entitled to be fully reimbursed for all amounts reasonably expended in the performance of their responsibilities. The ACC shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association.

- 4.3 PROCEDURES. No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the Subdivision until the plans and specifications have been approved in writing by the ACC. These plans and specifications shall conform to the most current Board-approved Architectural Guidelines, Notice to Owners and Builders, Improvement Plan Checklist and Report, and Pre-Construction Agreement filed with the County Clerk and shall, among other things, include exterior elevations, exterior colors and all exterior materials for such building, fence or other structure, showing the location of such building, fence or other structure. In approving any structure or improvement, the ACC shall consider the quality of workmanship, materials, and conformity and harmony of exterior design with existing structures in the Subdivision, as well as the location with respect to topography, existing trees and finished elevation.

The plans and specifications required shall be determined by the ACC in accordance with the type of improvement proposed, as outlined in the Architectural Submittal Guidelines, the Notice to Owners and Builders, and the Pre-construction Agreement recorded with the Kerr County Clerk. For lesser improvements such as fences, gates, walls, landscaping, etc., the Lot Owner shall contact the ACC for guidance during the planning stage of the project.

Within thirty (30) days after the Owner has submitted to the ACC all plans that the ACC may require ("Submitted Plans"), the ACC shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after being submitted, the Submitted Plans

will be deemed to have been approved. Such deemed approval, however, shall not permit a violation of any of the terms of these Covenants.

- 4.4 DISCRETION. It is the express intention of this Declaration that the ACC shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular Covenant. The discretion afforded the ACC in this instrument shall be subject to, but not incompatible with, the purpose of this Declaration as set forth in Article 1.
- 4.5 DURATION. The ACC shall be duly constituted for the entire period of duration of this Declaration.

Article 5

LAND USE REGULATIONS

- 5.1 RESIDENTIAL PURPOSES ONLY. All land included within the Existing Property shall be used for "residential purposes" only, and for the construction of private single-family residences or as part of the Common Facilities. The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident. Time-share or rental of single-family residences in this Subdivision is not permissible.
- 5.2 RESTRICTIONS ON LOTS. All Lots in the Subdivision shall be used for residential purposes or as part of the Common Area. No structure or improvement shall have incomplete exterior, brickwork, painting, or landscaping for more than six (6) months after construction has commenced.
- 5.3 BUILDING SETBACKS. Unless otherwise approved by the ACC, the minimum front setback measured from the street right of way line shall be seventy-five (75) feet, no closer than fifty (50) feet from the back property line of the Lot and no closer than twenty (20) feet from each side Lot line for all structures. No corner Lot shall have two front Lot lines but the Owner may face his residence in either direction as approved by the ACC. All non-resident buildings built on the Lot must be erected at the rear of the residence and in no event closer than eighty (80) feet of the front property line, or closer than thirty (30) feet to the side or back property line. Placement of any animal shelters shall be to the rear of the residence and no nearer than seventy-five (75) feet from any side or rear property line. Each Lot is subject to utility easements for water, electricity, cable television, telephone, garbage

pickup or any other general purpose for services to the Subdivision as a whole, set out on the Subdivision Plat.

- 5.4 **MINIMUM AREA.** The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space of two thousand four hundred (2,400) square feet or as determined by the ACC. Such square footage shall be exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area.
- 5.5 **MAXIMUM HEIGHT.** No building or structure erected, altered or placed on the properties shall exceed forty-five (45) feet in height (measured from the top of the foundation to the topmost part of the roof). No building or structure shall be more than two (2) stories in height. This maximum height restriction may be waived by the ACC upon proper application and justification.
- 5.6 **BUILDING TYPES AND MATERIALS.** The exterior walls of all residential buildings, and the lower story of all two-story residential buildings, shall be constructed of new materials and with masonry, rock, stucco, brick, or brick or masonry veneer so as to comprise fifty (50) percent or more of the total exterior wall area or as is determined by the ACC. Window and door openings shall be included as masonry. No residence shall be moved onto any Lot. The relocation or reconstruction of a structure of historic quality and integrity may be used as an accessory building. Trailers, trailer houses, mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor shall they be placed on or stored on any tract. Notwithstanding the foregoing, the ACC is empowered to waive this restriction if such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those materials, types and colors approved by the ACC.
- 5.7 **GARAGE.** No home is to be constructed in the Subdivision without either an attached or detached completely enclosed two-car (or larger, if approved by the ACC) garage. Garage shall be located so that the vehicular entrance shall not face the street upon which the front entrance to the main home is located.
- 5.8 **OUTBUILDING REQUIREMENTS.** Outbuildings shall include structures such as, but not limited to, detached garages, storage buildings, gazebos, spas, greenhouses and children's playhouses and shall be ACC approved in size and structure prior to construction. Such outbuildings shall be compatible with the dwellings to which they are appurtenant in terms of design and material composition. The ACC shall have the right to allow a barn or animal shelter structure so long as it complies with the general nature of the structures

located on the Lot and in the Subdivision. All outbuildings shall be located on a Lot such that vehicular entrance doors and other entrances larger than a personnel door three (3) feet in width shall not face the street upon which the front entrance to the main house is located.

- 5.9 **TEMPORARY STRUCTURES.** No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn or other outbuildings) shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. Construction offices are permitted, but are subject to ACC approval as to number, type, location and ultimate use.
- 5.10 **MANUFACTURED STRUCTURES.** No dwelling previously constructed elsewhere may be moved onto any Lot in the Subdivision. This Covenant specifically includes modular homes, mobile homes and/or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which wheels have been left attached.
- 5.11 **ROOFING MATERIALS.** The main roof surfaces of all structures shall be a minimum of six (6) to twelve (12) pitch. The use of asphalt rolled roofing or corrugated metal roofing is prohibited. A minimum of roof weight for composition shingles shall be two hundred forty (240) pounds or more per one hundred (100) square feet and must be architecturally dimensional. Shingles that are designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities, are permitted if, when installed, they resemble the shingles used or are otherwise authorized for use in the Subdivision, are more durable than and are of equal or superior quality to the shingles used in the Subdivision, and match the aesthetics of the properties surrounding the Owner's property. A standing seam metal roof is acceptable with the approval of the ACC providing (1) the material is supplied with a factory coating in a color acceptable to the ACC and (2) the installation uses concealed fasteners to insure a more aesthetic look for the community. All roofing material types and colors must be approved by the ACC in order to assure compatibility with existing structures.
- 5.12 **STORAGE OF BUILDING MATERIALS.** Building materials placed on Lots prior to commencement of improvements must be kept in a neat, clean and orderly condition. No materials may be placed within the right of way of, or on the street or between the street and the property line of the Lot.
- 5.13 **DRIVEWAYS AND SIDEWALKS.** Driveways, entry walks and sidewalks on each residential Lot must be paved with all-weather materials approved by the ACC. Any finish

or material for driveways and sidewalks must be shown on the site plan submitted for approval by the ACC.

5.14 FENCES. No fence, wall or hedge shall be built or maintained forward of the front wall line of the main living unit. This does not include decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained on the building setback line of any Lot, unless otherwise approved in writing by the ACC. Proposed metal fences utilizing vertical steel "T" posts, or metal post/rails less than 16 gauge wall thickness, and any fencing wire less than 4 gauge welded, agricultural, or pipe rail fences are not allowed in the Subdivision. Hurricane fence construction is not acceptable. No Lot Owner shall remove, alter, gate or modify any exterior boundary fence that borders the Subdivision as the exterior boundary fence is the property of the Homeowners' Association. No exterior boundary fence may be modified to grant access from or to adjacent easements or properties other than through dedicated streets and roads as set out in the Plat.

- (a) Fences constructed on any Lot in the Subdivision shall be composed of new material. Previously used stone and brick may also be used in fence construction. No fence shall exceed eight (8) feet in height.
- (b) The ACC is empowered to waive the aforesaid composition requirements for fences and height or setback limitations in connection with retaining walls and decorative walls if such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood.
- (c) No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of Lot lines and a line connecting them at points twenty-five (25) feet from the intersection of the extended Lot lines into the street. No structures or landscape material over three and one-half (3 ½) feet tall shall be allowed in this inscribed triangle. See Article 6.2 for additional information.

5.15 SIGNS. No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot, except:

- (a) One (1) professional FOR SALE sign of not more than nine (9) square feet stating only the name and phone number of the seller and/or the seller's agent.
- (b) One (1) general contractor's sign to identify the Lot or home address during construction. Signs advertising subcontractors or suppliers are specifically prohibited.

- (c) Political candidate and ballot items signs are permissible on a residential Lot. Signs can be displayed for ninety (90) days before an election and must be removed before the tenth (10th) day after an election. Only one sign for each candidate or ballot item may be displayed on any Lot. The sign must be ground mounted and constructed of a flat surface that is no larger than three (3) feet by four (4) feet. Political signs cannot be placed in Common Facilities.

No sign shall contain language, graphics, or any display that would be offensive to the ordinary person. Signs cannot be accompanied by music, sounds, lights or streamers and must not be otherwise distracting to motorists.

The ACC shall have control over all the wording, design, appearance, size, quantity, and location of all signs. Except for signs adhering to the standards set forth above, all signs within the properties shall be subject to the prior written approval of the ACC.

- 5.16 LANDSCAPING. Lots must be maintained with grass or landscaping in a neat and well mown condition, free of unsightly weeds and overgrowth. Decorative ground cover rock may be used in lieu of grass. The rock shall be of at least two (2) different sizes and natural earth tone colors. Painted rock is not acceptable. Drought resistant plants must also be incorporated in 20% of the rock area. No live trees larger than eighteen (18) inches in diameter may be removed without written ACC approval, unless an Owner believes that the tree poses a risk of fire to a structure on the Owner's Lot or an adjacent Lot. Each Owner is advised that there are no expressed or implied warranties as to the life expectancy, vitality or fitness for intended purpose of any trees or shrubs located on the properties. Landscaping plans that do not include any type of structure do not require ACC approval.
- 5.17 LOT MAINTENANCE. Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is might be visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days written notice thereof, the Association may, without liability to Owner or any occupants, but without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition. The Association may charge the

Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and for reasonable attorney's fees. The Owner or occupant agrees, by the purchase or occupancy of the Lot, to any such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot, and may be enforced as fully as if it were an unpaid annual or special assessment.

- 5.18 **SEWAGE SYSTEMS.** All sewage disposal systems shall comply with all applicable rules, regulations, county, state and federal laws. Each Owner shall be required to obtain all permits on any Lot, including, but not limited to state approved septic systems.
- 5.19 **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way or drainage area in the properties.
- 5.20 **EXTERIOR LIGHTING.** No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to a neighboring Lot (except reasonable security or landscape lighting that has approval of the ACC).
- 5.21 **ANIMALS.** No animals of any kind shall ever be raised, kept, bred or harbored on any portion of the properties for commercial purposes. Common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. No swine of any kind are permitted. No horse may be kept on the Lot if the Lot is less than three (3) acres in size. No animal of any kind may be kept on any Lot, if in the sole discretion of the Board of Directors of the Association, such animal or animals become a nuisance, threat or otherwise objectionable to other Owners. Any animals not mentioned must be approved by the Board of Directors of the Association. See Article 5.3 for animal shelter building setbacks, and Article 5.6 for structure compliance guidelines.
- 5.22 **VEHICLES.** No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or any truck larger than a three-quarter (3/4) ton pick-up shall be kept, parked, stored or maintained on any portion of the Lot in front of the permanent residence; nor shall a wrecked, junked or wholly inoperable vehicle be kept, parked, stored or maintained on any portion of the Lot in front of the permanent structure; nor shall they be kept, parked, stored or maintained on other portions of the Lot for a period more than twenty-four (24) hours, unless they are in an enclosed structure, or in a screened area which prevents the view thereof from adjacent Lots

and streets. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No buses, vans or trucks having a carrying capacity in excess of one (1) ton or signed for commercial purposes shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

5.23 SOLAR PANELS. The installation of solar panels is permissible. Solar panels must be located on the side and/or rear-facing roof or in the Owner's fenced backyard. Solar panels installed in the backyard at grade level cannot be visible above the fence line. The solar panels, if mounted on the roof, cannot extend higher or beyond the roofline. They must have a top edge that is parallel to the roofline and conforms to the slope of the roof. The panels must have a frame, support bracket, piping and wiring that is silver, bronze or black tone commonly available in the marketplace. Written plans and specifications for solar panels must be approved by the ACC.

5.24 RAIN WATER HARVESTING. The use of rain water harvesting devices, such as rain barrels is permissible. Individual barrels should not exceed one hundred (100) gallons in capacity and must be of material and color that match the aesthetics of the home. Rain water harvesting systems cannot be installed between the front building line and the street. Rain water harvesting tanks are permissible. The tanks can be no higher than eight (8) feet and hold no more than thirty thousand (30,000) gallons of water. The tanks must be installed behind the home and shielded from view with an eight (8) foot fence. Written plans and specifications must be approved by the ACC.

5.25 SOLID-WASTE COMPOSTING. Solid-waste composting of vegetation is permissible. A composting pile must be behind the house and set back at least twenty (20) feet from property lines. The compost bed must be no greater than eight (8) feet by eight (8) feet and shielded from view from the street and neighbors.

5.26 STANDBY ELECTRIC GENERATORS. Permanently installed standby electric generators are permitted. A standby electric generator is defined as a device that converts mechanical energy to electrical energy and is:

- (a) Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel or hydrogen;
- (b) Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
- (c) Connected to the main electrical panel of a residence by a manual or automatic transfer switch; and

- (d) Rated for a generating capacity of not less than seven (7) kilowatts.

The Association may adopt or enforce provisions to regulate the operation and installation of standby electric generators.

- 5.27 **FLAG POLES.** Flag poles displaying the USA, Texas, or a military branch flag are permissible. Flags must be displayed in accordance with U.S.C. Sections 5-10 (for American Flags) or Chapter 3100, Government Code (for Texas Flags). One flagpole, no more than twenty (20) feet in height, is permitted per Lot. The flag and flagpole must be maintained in good condition and any deteriorated flag or structurally unsafe flagpole must be repaired, replaced or removed. Flagpole installations, including illumination lights, must be approved by the ACC.
- 5.28 **RELIGIOUS ITEMS.** Religious items can be displayed on the front door or doorframe. The religious display cannot contain language or graphics patently offensive to a passerby. Displays cannot be larger than twenty-five (25) cumulative square inches in size or use a material or color that is not pre-approved by the ACC.
- 5.29 **ATHLETIC FACILITIES.** Tennis court lighting and fencing shall be allowed only with the approval of the ACC. The ACC shall have the authority to establish guidelines for the placement and design of athletic facilities or equipment not otherwise located within the residence.
- 5.30 **COMMUNICATIONS ANTENNAE.** No aerial wires or antennae shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. Satellite dishes that are one (1) meter (39.37 inches) or less in diameter that are attached to the Living Unit are permitted. No other microwave or satellite dishes, antennae, aerial wires, receivers or transmitters shall be placed on any Lot without the prior written approval of the ACC.
- 5.31 **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 5.32 **ADVERSE CONDITIONS.** No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another residence or structure located on an adjacent Lot. No Owner or occupant shall impair any easement or hereditament, nor perform any act or allow any condition to exist which will adversely affect other residences or their Owners.

5.33 LOT CONSOLIDATION. Any Owner owning two (2) or more adjoining Lots or portions of two (2) or more such Lots may, with the prior approval of the ACC, consolidate such Lots or portions thereof into a single building site. Upon consolidation, the Lot shall be considered as one Lot for voting purposes. Any consolidated Lot shall comply with all lawful requirements of any applicable statute, ordinance or regulation. On application by an Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots which are not consolidated. Per Section 209.015 Texas Property Code, any Owner owning two (2) or more adjacent Lots that has a residence located on one of the Lots is permitted to use the adjacent Lot(s) for residential purposes. "Residential purposes" with respect to the use of the Lot mean the location on the Lot of any building, structure or other improvement appurtenant to a residence, as opposed to use for a business or commercial purpose. This includes the location on the Lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool or utility line. The Owner must obtain approval of the ACC before beginning construction or placement of the improvement on the Lot.

5.34 OIL AND MINING OPERATIONS. No petroleum or natural gas product drilling, development operations, refining, storage; nor any quarrying or mining operations of any kind shall be permitted upon or in any Lot. No oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted upon any Lot.

5.35 GAS STORAGE TANKS. Residential liquefied petroleum gas (such as propane) tanks as defined in Section 202.019 of Texas Property Code, may be installed above ground on the Owner's Lot by a certified installer, if the tank is a size reasonably necessary to meet the gas requirements of the residence. The Association may adopt or enforce dedicatory instrument guidelines to regulate the installation of liquid propane gas tanks. Each installation must be approved by the Architectural Control Committee and shall comply in all respects to the codes and requirements of all applicable governmental authorities as it relates to distance from structures, distance to property and/or setback lines, distance to electric service or lines, or any other requirements. Tanks must be completely and attractively concealed from view from all other Lots and Common Areas.

5.36 ADDITIONAL LAND USE REGULATIONS. The Association is empowered to establish additional land use regulations relating to the Existing Property, both on Lots and the Common Facilities (including Subdivision streets), as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a residential neighborhood. Such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional

rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

Article 6

EASEMENTS

- 6.1 EASEMENTS. Easements for installation, replacement and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- 6.2 SUBDIVISION WALLS AND FENCES. An easement for construction, reconstruction, repair, and maintenance of any Subdivision fence, entry wall, monument, or sign, now or hereafter erected on a Lot, is hereby reserved to the Association upon and across each such Lot. No Owner of a Lot on which a Subdivision entry wall, monument, or sign is placed shall do or permit any act which damages, defaces, or alters such wall, monument or sign or obscures the same from view of any adjoining street. Any vegetation growing outside of a Subdivision entry wall which borders the rear of any Lot in THE HOMESTEAD @ TURTLE CREEK shall be maintained by the Association. Vegetation growing between the Subdivision entry wall and the adjoining street along the side of any corner Lot shall be maintained by the Lot Owner in a neat, orderly and trimmed condition. Should any Lot Owner fail in this regard, the Association may enter onto the Lot for such purposes and at the expense of the Owner.
- 6.3 MAINTENANCE AND ACCESS EASEMENTS. There is hereby created in favor of all easement Owners, the Association and their assignees a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities. Utilities shall include, but not be limited, to water, sewer, telephone, electricity, gas, cable television and appurtenances thereto. Such right of ingress and egress may also be used to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities, or required or permitted to be maintained under the terms hereof, or to correct or remove any condition prohibited under the terms hereof.

The Association may not amend a dedicatory instrument to grant the Association an easement through or over an Owner's Lot without the consent of the Owner. The Association is not prohibited from adopting or enforcing a restriction in the dedicatory instrument that allows the Association to access an Owner's Lot to remedy a violation of the dedicatory instrument.

6.4 WAIVER OF LIABILITY. Neither the utility, the Association, the Board, the ACC, nor any member of the Board or ACC shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereinafter in existence, whether located on, in, under or through the Lots, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Lots. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the ACC shall affect the rights of easement Owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

6.5 DRAINAGE EASEMENTS. Easements for drainage throughout the Subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

- (a) Alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (b) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the proper written approval of the ACC;
- (c) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;
- (d) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (e) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.
- (f) Deviate from the requirements of this section without the express written approval of the ACC.

6.6 COMPLIANCE BY OWNER. The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the

ACC or the Association, and neither the ACC nor the Association shall be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the Subdivision.

- 6.7 ELECTRIC, WATER, TELEPHONE, CABLE TELEVISION FOR RESIDENTIAL USE. PLEASE NOTE THE EASEMENTS SET OUT ON THE PLAT. Generally, the easements shall be thirty (30) feet in width running from the back property line and/or the front property line. The utilities, including, but not limited to, electric, water, telephone, and cable television shall have both underground and overhead systems in the HOMESTEAD @ TURTLE CREEK. On the underground system, the easement will use thirty (30) feet. The underground system will be installed parallel to and ten (10) feet from one side of the easement, and the utility will use the remainder of the easement for access. No fences will be permitted within the easement that would prevent access to the system by the utility. The overhead system shall require at least twenty-five (25) feet in width with additional guying rights extending from the easement area as needed. Any fences over or under the overhead easement shall have gates of at least twelve (12) feet in width for access at both ends and may not be locked to deny access by the utility. All utilities, public or private, shall be held harmless from any and all damages caused by the utility in the repair, maintenance and replacement of the utility's equipment, improvements, lines and surface of the utility easement. All utilities located on and within each Lot shall be underground, except for the electric power company's overhead service drops for Lots 1 through 9. The Lot Owner shall be responsible for the installation and maintenance of all facilities past the point of common connection. The point of connection (metering point) for water and electric service shall be within ten (10) feet of the front Lot line at a location designated by the water or power company for all Lots except for Lots 1 through 9, which are built out. (The electrical metering points of Lots 1 through 9 are located at the meter or on a meter pole set within ten (10) feet of the rear property line and the water meter set by the water company is within ten (10) feet of the front property line.)

Article 7

AMENDMENTS

7.1 The owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written submission therefor to the Association together with the following:

- (a) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;
- (b) The proponent shall describe the nature and extent of Common Facilities to be located on the proposed property and fully describe any mortgage debt related to the Common Facilities or other debt which he seeks the Association to assume;
- (c) The proponent shall state that the proposed additions, if made, will be subjected to the general scheme of this Declaration and all Association assessments.

Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote on the proposal. At least sixty-seven (67) percent of the total votes allocated to the Members present and voting in person or by proxy at a meeting at which a quorum is present shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one (1) or more authorized officers of the Association.

7.2 DURATION. This Declaration shall remain in force and effect until January 1, 2024, at such time, and each tenth (10th) anniversary thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless the Owners of sixty-seven (67) percent of the Lots shall file a written agreement to abandon same.

7.3 AMENDMENTS. These Covenants may be amended by the affirmative vote of at least sixty-seven (67) percent of the total votes allocated to the Members and voting in person or by proxy at a special or annual meeting of the Association at which a quorum is present for which the notice of meeting includes this purpose of meeting, provided that no amendment shall be effective until filed of record in the Official Public Records of Real Property of Kerr County, Texas.

Article 8

ENFORCEMENT

8.1 BREACH BY OWNER. The failure of any Owner to comply with any Restriction or Covenant will result in irreparable damage to other Owners of Lots in the Subdivision; thus the breach of any provision of the Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

8.2 REMEDIES. In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation by an Owner, his family or guests of the provisions of this Declaration, or any amendment hereto, or Rules and Regulations promulgated by the Board of Directors, shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (d) below), to avail itself of any one or more of the following remedies:

- (a) The imposition of a special charge not to exceed Two Hundred (\$200.00) Dollars per violation; or
- (b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy; or
- (c) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy; or
- (d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

8.3 WRITTEN NOTICE. Before the Board invokes the remedies provided in subparagraphs (a), (b), (c) and (d) above, it shall give written notice of such alleged violation to Owner, and shall provide the Owner the opportunity to respond. The process is described in Texas Property Code 209.007.

- 8.4 LIEN AGAINST OWNER. All charges assessed against an Owner pursuant to this Article shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.
- 8.5 FORECLOSURE OF ASSESSMENT LIENS. In order to secure the payment of the assessments, charges, expenses and other fines or fees levied or charged by the Association or any other lawful governing body, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such tract which may be foreclosed on by expedited foreclosure and pursuant to the provisions of Section 209.0092 of the Texas Property Code and Rules 735 and 736, Texas Rules of Civil Procedure and any successor statute or amendment thereof; and each such Owner hereby expressly grants the Association a power of sale in connection therewith. Prior to applying for an expedited foreclosure, the Board shall provide written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien as evidenced by a deed of trust. This notice shall be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the property in question. The recipient of the notice shall have an opportunity to cure the delinquency before the sixty-first (61st) day after the date the recipient receives the notice. The Association shall, whenever it proceeds with expedited foreclosure pursuant to the provisions of said Section 209.0092 of the Texas Property Code and said power of sale the power of sale granted herein, designate in writing a trustee to post and mail or cause to be posted and mailed all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Kerr County, Texas. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Upon request by the Association, Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended. In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such

Owner. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of the improvements located thereon and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to appoint a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such property by forcible detainer or by Writ of Possession. Following any such foreclosure, each occupant of any such tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

The Association may not foreclose an assessment lien if the debt securing the lien consists solely of:

- (a) Fines assessed by the Association;
- (b) Attorney's fees incurred by the Association solely associated with fines assessed by the Association; or
- (c) Amounts added to the Owner's account as an assessment for an Owner's request for copies of the Association's records if an Owner requests a vote recount.

Notice of the lien may be given as required by Texas Property Code 209.010.

At any foreclosure, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed.

In the event of non-payment by any Owner of any charge or fee or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 8.5 to comply with the provisions of Sections 209.0092 of the Texas Property Code and Rules 735 and 736, Texas Rules of Civil Procedure and any successor statutes or amendments thereof. In the event of the amendment hereafter of any of the aforementioned statutes or rules, the President or any Vice-President of the Association may take action without joinder of any other Owner or mortgagee or other person, and may by amendment to this Declaration filed in the Official Public Records of Kerr County, Texas, amend the provisions hereof so as to comply with Section 209.0092 of the Texas Property Code.

Article 9

MISCELLANEOUS

- 9.1 **TITLES.** The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.
- 9.2 **GOVERNING LAW.** This Declaration shall be governed by, construed and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Kerr County, Texas. It is agreed that any action brought to enforce or construe the terms or provision hereof or to enjoin or require the performance of any act in connection herewith shall be brought in a court of competent jurisdiction sitting in Kerr County, Texas.
- 9.3 **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.
- 9.4 **OMISSIONS.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
- 9.5 **GENDER AND GRAMMAR.** The singular, whenever used herein, shall be construed to mean the plural, when applicable. The necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.
- 9.6 **ADDITIONAL INFORMATION.** Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, and other documents and information which may affect an Owner or prospective Owner may be implemented by the ACC, or the Association. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations as an Owner.
- 9.7 **NOTICE.** Any notice, report, demand or other instrument authorized or required to be given or furnished shall be in writing. Such notice shall be given or furnished when

addressed to the party intended to receive the same and delivered at such address, or two (2) days after same is deposited in the United States mail by certified mail, return receipt requested.

I, MARIAN R. MYERS, President of THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION, do hereby certify that this is a true and correct copy of the FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for THE HOMESTEAD @ TURTLE CREEK, KERR COUNTY, TEXAS, approved and adopted by the Board of Directors on November 17, 2020.

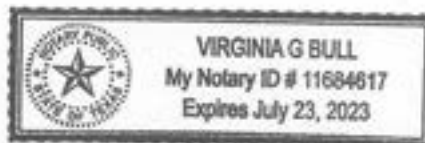
EXECUTED effective this 20th day of Nov, 2020.

THE HOMESTEAD @ TURTLE CREEK
HOMEOWNERS' ASSOCIATION

By: Marian R. Myers
MARIAN R. MYERS,
President

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 20th day of November 2020 by



✓ Filed by & Return to:
MARIAN MYERS
360 SADDLE CLUB
KERRVILLE, TX 78028



FILED AND RECORDED
At 10:00 o'clock A.M.
STATE OF TEXAS
COUNTY OF KERR
November 24, 2020
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 Dawdy, County Clerk
Jackie Dawdy Deputy



The Homestead
@ Turtle Creek

BYLAWS

**AMENDED AND RESTATED BYLAWS OF THE HOMESTEAD @
TURTLE CREEK HOMEOWNERS ASSOCIATION
APRIL, 2018**

ARTICLE I

NAME AND LOCATION

Section 1.01. NAME OF THE CORPORATION

The name of the Corporation is THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION. The principal offices and facilities of the Corporation shall be specified by the Directors, but meetings of Members and Directors may be held at such places within Kerr County, Texas as may be designated by the Board of Directors.

Section 1.02. ADDRESS OF CORPORATION

The Corporation shall maintain a registered office, and a registered agent in Texas as required by the Texas Non-Profit Corporation Act. The address of the Corporation is P.O. Box 290991, Kerrville, Texas 78029-0991. The Board of Directors may change the registered agent and the address of the registered office from time to time.

ARTICLE II

DEFINITIONS

Section 2.01. DEFINITIONS

The capitalized terms used in these Bylaws shall be as defined herein and also provided in the Declaration of Covenants, Conditions and Restrictions as amended ("Covenants"), and applicable to The Homestead @ Turtle Creek ("The Homestead") therein described recorded in Volume 872, Page 359, Real Property Records of Kerr County, Texas, and as the same may be amended from time to time. The terms and provisions of the Covenants are incorporated herein by this reference and made a part hereof for all purposes, unless a different meaning of intent clearly appears from the context hereof.

The following words when used in these Bylaws (unless the context shall prohibit) shall have the following meanings:

"ACC" or "Architectural Control Committee" shall mean the Architectural Control Committee established pursuant to the Covenants.

"Articles" shall mean the Articles of Incorporation of THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION, as it may, from time to time, be amended.

"Assessments" shall mean a regular assessment, special assessment, or other amount a Property Owner is required to pay the Association under the dedicatory instrument or by law.

"Association" or **"The Corporation"** shall mean and refer to THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION, a Texas non-profit Corporation, its successors and assigns as provided for herein.

"Board of Directors" or **"Board"** shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in these Bylaws.

"Common Facilities" shall mean and refer to all Property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not be limited to, the following: private streets, parkways, medians, islands, common entry gates, landscaping, walls, exterior boundary fences, safety lanes, trails, drainage easements and other similar or appurtenant improvements.

"Cumulative Voting" shall mean a method allowing more than one vote per Owner based on the number of candidates available or some other specified multiple voting mechanism.

"Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

"Lot" shall mean and refer to any of the numbered Lots described on the Plat, as well as any portion of the Additional Property, whether platted or not.

"Member" shall mean and refer to all those Owners who are Members of the Association as provided herein.

"Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

"Property" or **"Existing Property"** shall mean and refer to the above described properties known as THE HOMESTEAD @ TURTLE CREEK. **"Additional Property"** shall mean and refer to Property which is added to the Existing Property pursuant to Article 7 of the Covenants or any Amended or Supplemental Declaration.

"Property Code" references applicable sections of the Texas Property Code, as amended.

"Subdivision Plat" shall mean and refer to the map or plat of THE HOMESTEAD @ TURTLE CREEK, filed for record in Volume 6, Page 309, Plat Records of Kerr County, Texas, and any amendment thereof upon filing of same for record in the Plat Records of Kerr County, Texas.

ARTICLE III

MEMBERSHIP

Section 3.01. MEMBERS

Every person or entity who or which is now or hereafter becomes an Owner 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 therein provided. Membership shall be appurtenant to and not

be separated from ownership of any tract, parcel or Lot in The Homestead as defined in the Covenants.

Section 3.02. RIGHTS AND DUTIES OF MEMBERSHIP

A. PAYMENT OF ASSESSMENTS (Property Code 209.0059)

Members are subject to the payment of assessments levied by the Corporation, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by the Covenants.

B. VOTING

1) NOTIFICATION TO MEMBERS (Property Code 209.0056)

For an election or vote taken at a meeting of the Owners, the Association will provide written notice to the Owners not later than the 10th day or earlier than the 60th day before the date of the election or vote.

For an election or vote of Owners not taken at a meeting, i.e. by electronic or absentee ballot, the Association shall give notice of the election or vote to all Owners entitled to vote on any matter under consideration not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

2) RIGHT TO VOTE (Property Code 209.0059)

No Property Owner shall be excluded from voting in the Association's election of Board Members or on any matter concerning the rights or responsibilities of the Owner.

3) RULES GOVERNING VOTING (Property Code 209.0058)

Except as provided by Subsection (d) of 209.0058 Texas Property Code, a vote cast by a Member of the Association must be in writing and signed by the Member if the vote is cast:

- A. outside a meeting;
- B. in an election to fill a position on the Board
- C. on a proposed adoption or amendment of a dedicatory instrument;
- D. on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment; or
- E. on the proposed removal of a Board Member.

If the Association elects to use a ballot for a vote on a matter other than a matter described by Subsection (a) of 209.0058 Texas Property Code, the ballot must be in writing and signed by the Member.

One vote is allocated per single Lot and one vote is allocated for consolidated Lots. "Cumulative voting" is expressly prohibited.

4) QUORUM (Property Code 209.0056)

Sixty percent (60%) of the Members qualified to vote and present in person or represented by proxy shall constitute a quorum at all meetings of the

Members for the transaction of business, except as may be otherwise provided by law, the Articles of Incorporation, or the Covenants.

If the required quorum is not forthcoming at a meeting another meeting may be called, subject to the notice requirements set forth in these Bylaws. The required quorum at such subsequent meeting shall be one-half (1/2) of that required at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. At any subsequent meeting as defined herein, any business may be transacted which might have been transacted at the meeting as originally notified.

No business may be transacted in the absence of a quorum, or upon the withdrawal of enough Members to leave less than a quorum, other than to adjourn the meeting by the vote of a majority of the votes represented at the meeting.

5) VOTING FOR ELECTION TO BOARD

Directors shall be elected by the Members present in person or represented by proxy or absentee ballot at the annual meeting. The candidate(s) receiving the most votes shall be elected to serve. Cumulative voting is expressly prohibited.

In the event of a tie vote, a run-off election shall be held at a meeting called by the Board as soon as practical and shall follow all proper meeting and election notices as outlined in these Bylaws. If a tie vote still remains after the run-off election, the President of the Board or other Officer shall immediately determine the winner of the run-off election by the toss of a coin in the presence of those assembled.

Candidates and their relatives are prohibited access to ballots during the election process. Any Owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing to the Corporation President by certified mail, return receipt requested, at the Corporation's address as reflected on the latest management certificate filed on the official public records of Kerr County, Texas. The recount will be performed by a person agreed upon by the Corporation and the person(s) requesting the recount.

6) HOW VOTES ARE TO BE CAST (Property Code 209.00592)

A. The voting rights of an Owner may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot in accordance with this section.

B. An absentee ballot:

- (1) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
- (2) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by a Property Owner supersedes any vote submitted by absentee ballot previously submitted for that proposal; and
- (3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee ballot. A solicitation for votes by absentee ballot must include:
 - (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
 - (b) instructions for delivery of the completed absentee ballot, including the delivery location. The ballot, if delivered at the meeting, shall be delivered to the Officer presiding at the meeting before the business of the meeting begins; and
 - (c) the following language: "By casting your vote via absentee ballot, you will forego the opportunity to consider and vote on any action from the floor on these proposals if a meeting is held at which you do not attend. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case an in-person vote will prevail."

7) VOTING BY PROXY

A Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the Officer presiding at the meeting before the business of the meeting begins. The Secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy will not be effective for that meeting. No proxy shall be valid after three (3) months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable.

8) TABULATION OF AND ACCESS TO BALLOTS (Property Code 209.00594)

The Association shall comply with current law as stated in Section 209.00594 of the Texas Property Code.

C. RIGHT TO SERVE ON BOARD (Property Code 209.00591)

1) ELIGIBILITY TO SERVE

The Association shall comply with current law as stated in Section 209.00591 of the Texas Property Code. With the exception of the restriction specified in Section C 2, below, no Property Owner shall be restricted from running for election to or serving in a position on the Board of Directors of The Association.

2) CONDITIONS OF INELIGIBILITY TO SERVE

If the Association Board is presented with written, documented evidence from a database or other record maintained by a governmental enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, within the recent 20 years, that Member is ineligible to run for the Board. If such Member is already serving on the Board, such Member is automatically removed from the Board and prohibited from future service on the Board.

3) BOARD MEMBERS: ELECTION, APPOINTMENT AND FILLING OF VACANCIES

The Association shall comply with current law as stated in Property Code Section 209.00593.

- A. The replacement of any Board Member whose term has expired must be elected by Members of The Association.
- B. Any Director may be removed from the Board upon a vote of at least sixty-seven (67%) of the total votes allocated to the Membership present and voting in person or by proxy at a meeting at which a quorum is present.
- C. Any Director may resign at any time by giving written notice to the other Directors.
- D. If any vacancies occur on the Board of Directors, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors, and the Directors so chosen shall hold office for the unexpired term of their predecessor with the following exception:
- E. If a Director is involuntarily removed from the Association's Board, the vacancy caused by such removal must be filled by election by the Association Members. In this case, the Board of Directors is not authorized to appoint a successor.

Section 3.03. REAL PROPERTY OWNED BY THE CORPORATION

The Corporation owns all real and personal property acquired by the Corporation, including all improvements located on the Property. A Member has no interest in specific Property of the Corporation. Each Member waives the right to require partition of all or part of the Corporation's Property.

Section 3.04. INSPECTION OF CORPORATION RECORDS, COPYING POLICY AND FEES (Property Code 209.005)

- A. The Association shall comply with current law as stated in Section 209.005 of the Texas Property Code. Any Member of the Corporation may inspect and receive copies of all the corporate books and records that are required to be kept under the Bylaws. (See Sections 10.02 and 10.03 of these Bylaws)
- B. A Member or Members requesting copies as referenced above in Section 3.04 (A) must reimburse The Association for copying and miscellaneous fees in conformance with The Association's Production and Copying Policy which has been filed as required with Kerr County, Texas.

Section 3.05. CHANGE IN MEMBERSHIP INFORMATION

To assist the Association, a Member involved in a transaction which will result in a change in Membership (such as the sale of a residence), shall furnish the Association with the names and addresses of the parties involved, the nature of the transaction, the Lot or Lots involved, filed copies of the documents reflecting the transaction, and such other information as the Association may reasonably request. Such notification is to be made to the Board Secretary.

ARTICLE IV

INDEMNIFICATION AND INSURANCE

Section 4.01. INDEMNIFICATION

Subject to any limitations set forth in the Texas Business Organizations Code, the Corporation shall have the full power to indemnify and advance or reimburse expenses to any person entitled to indemnification pursuant to and under the provision of the Texas Business Organization Code.

Section 4.02. INSURANCE

The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a Member, Director, Officer or Agent of the Corporation or who is or was serving at the request of the Corporation as a Director, Officer, Trustee, or Agent, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Corporation would have the power to indemnify him against that liability. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation:

- A. create a trust fund;
- B. establish any form of self-insurance;
- C. secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation;
- D. establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the

Corporation or with any insurer or other person deemed appropriate by the Board.

In the absence of fraud, the judgment of the Board as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the Directors approving the insurance or arrangement to liability, on any ground, regardless of whether Directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE V

BOARD OF DIRECTORS RIGHTS AND RESPONSIBILITIES

Section 5.01. POWERS AND DUTIES OF THE BOARD

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 that are not by statute, by the Articles of Incorporation, by these Bylaws or by the Covenants prohibited. The power and authority of the Board of Directors shall include, but shall not be limited to, the power and authority to:

- A. Establish, levy, assess and collect the assessments referred to herein and in the Covenants;
- B. Employ independent contractors as it may deem necessary, and to prescribe their duties;
- C. 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 the Bylaws, the Articles of Incorporation of the Corporation, or the Covenants.
- D. The power and duties of the Board shall be limited in that it shall not have the authority to spend more than 130% of the approved annual budget, or to acquire and pay for any capital additions to the Common Areas requiring an expenditure in excess of \$2,000 (exclusive of insurance proceeds) without the prior approval of the majority of the Members present and voting in person or by proxy at a meeting at which a quorum is present. These limitations shall exclude repairs to or maintenance of existing capital improvements that are otherwise approved by the Board; or any emergency repairs to the roads, streetlights, or common areas that the Board deems necessary for the safety and security of the Members and their property.

Section 5.02. ELECTION TO BOARD AND NUMBER OF DIRECTORS

A. NUMBER OF DIRECTORS COMPRISING THE BOARD

The number of Directors that shall constitute the whole Board shall be five (5).

At each annual meeting of the Association, held in November, the Members shall elect Directors, each for a term of three (3) years. Directors shall be elected in staggered terms of 2 directors, 2 directors, and one director over each three year period. The Director(s) receiving the greatest number of votes of the Members present in person or represented by proxy at the meeting at which a quorum is present shall be elected to serve.

Each Director shall hold office until his/her term has expired, and shall serve without compensation except for reimbursement for actual expenses incurred in the performance of the duties herein defined. A Director may be elected to successive terms as Director. The Board of Directors may appoint any Member to serve as a Director for the unexpired portion of the term of a Board position that is vacant.

- B. The first meeting of each newly elected Board of Directors shall be held as soon as practicable following the annual meeting of the Members.

Section 5.03. BOARD MEETINGS

The Association shall comply with current law as stated in Section 209.0051 (c) of the Texas Property Code.

A. QUORUM FOR BOARD OF DIRECTORS MEETINGS

At all meetings of the Board of Directors a majority for the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, by the Articles of Incorporation, these Bylaws or the Covenants. If a quorum shall not be present at any meeting of the Board, 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.

B. REGULAR AND SPECIAL MEETINGS OF THE BOARD OF DIRECTORS

(Property Code 209.00051(c))

Regular and special meetings of the Board must be open to all Members and subject to the right of the Board of Directors to adjourn the Board meeting and reconvene in closed Executive Session to consider actions involving:

- 1) personnel
- 2) pending or threatened litigation
- 3) contract negotiations
- 4) enforcement actions
- 5) confidential communications with the Corporation's attorney;
- 6) matters involving the invasion of privacy of individual Members or matters that are to remain confidential by request of the affected parties, with agreement of the Board.

C. EXECUTIVE SESSION (Property Code 209.0051(c))

Following an Executive Session, any decision made in the Executive Session

must be summarized orally upon reconvening the next open Board meeting and placed in the minutes for such meeting. The oral summary must be in general terms, without breaching the privacy of the individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. This summary must include a general explanation of all expenditures approved in Executive Session.

D. RECONVENING OF RECESSED MEETING (Property Code 209.0051)

If the Board recesses a regular or special Board meeting to continue the following regular business 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 the Open Board Meeting section of the Texas Property Code Section 209.0051. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation by posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located in the Common Area or on any internet website maintained by the Association within two hours after adjourning the meeting being continued.

Section 5.04. NOTICE TO MEMBERS (Property Code 209.0051)

Members shall be given notice of the date, hour, place and general subject of all regular or special Board meetings, including a general description of any matter to be brought up for deliberation in Executive Session. The notice shall be:

- A. mailed to each Property Owner no later than ten (10) days or earlier than sixty (60) days before the date of the meeting; or
- B. provided at least 72 hours before the start of the meeting by email or posting notice in a conspicuous manner in the Common Area or any internet website maintained by the Association.

Section 5.05. MEETING WITHOUT NOTICE TO MEMBERS (Property Code 209.0051 (h))

Directors may meet without prior notice to Members to consider a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Members must be summarized orally at the next regular or special Board meeting, 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, unless done in an open meeting for which prior notice was given to Members under Section 5.04 of these Bylaws, 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 threat to health or safety;
- 5) increases in assessments;

- 6) levying of special assessments;
- 7) appeals from a denial of Architectural Control approval;
- 8) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue;
- 9) lending or borrowing money;
- 10) adoption or amendment to dedicatory instrument;
- 11) approval of annual budget or approval of amendment of annual budget that increases budget more than 10%;
- 12) sale or purchase of real Property;
- 13) filling of vacancy on the Board of Directors;
- 14) construction of capital improvements other than repair, replacement or enhancement of existing capital improvements; or
- 15) election of an Officer or Officers

The gathering of a quorum of the Board at a social or other function as outlined in Section 209.0051 of the Texas Property Code does not constitute a Board meeting if formal action is not taken and any discussion of Corporation business is incidental to the function.

Section 5.06. MINUTES AND RECORDS (Property Code 209.0051)

The Board shall keep a record of each regular or special Board meeting and Executive Session, including electronic or telephonic meetings, in the form of minutes to be placed in the minute book of the Corporation. The minutes are available to Members by request made to Board Secretary or other Board Director in Secretary's absence.

Section 5.07. RULES GOVERNING CONTRACTS OR TRANSACTIONS AND CONFLICT OF INTEREST (Property Code 209.0052)

Contracts or transactions between Directors, Officers, or Members who have a financial interest in the matter are not void or voidable solely because the Director, Officer, or Member is present at or participates in the meeting that authorizes the contract or transactions, or solely because the interested party's votes are counted for the purpose.

However, every Director with any personal interest in the transaction must disclose all material facts concerning the transaction, including all potential personal benefit and potential conflicts of interest to the other Members of the Board authorizing the transaction. The transaction must be approved by a majority of the uninterested Directors or other group with the authority to authorize the transaction.

ARTICLE VI

MEMBERS

LAWS GOVERNING MEETINGS FOR MEMBER VOTING

Section 6.01. ANNUAL MEETING FOR ELECTION TO BOARD

The annual meeting of the Members of the Corporation for the election of Directors shall be held in November of each year at a place and time as shall be designated by the Board of Directors. Special meetings of the Members may be called by the President, the Board, or by Members having not less than one-tenth (1/10th) of the votes of the Members entitled to be cast at such meeting.

Section 6.02. WRITTEN NOTICE OF ANNUAL MEETING

Written notice of the annual meeting of the Members stating the place, day and hour of the meeting shall be sent to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of such meeting. Written notice of all meetings shall include the purpose or purposes for which the meeting is called.

Section 6.03. MEETING NOTICES FOR MEETINGS REQUIRING A VOTE

The Board will fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting, and any adjournment thereof. In such case, only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof.

ARTICLE VII

NOTICES

Section 7.01. HOW NOTICES ARE TO BE GIVEN

Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any person it shall not be construed to require personal notice, but such notice may be given in writing, by mail, electronic facsimile, or email addressed to such person at such address as appears on the books of the Corporation. If mailed, a notice is deemed delivered when deposited in the United States mail properly addressed with postage thereon paid. If given by an electronic facsimile, a confirmation fax receipt is required. If given by email, the notice is deemed delivered when it is successfully sent with no error message of non-delivery having been returned to the sender. To the extent the Texas Property Code requires a specific form of notice, the terms of the Texas Property Code shall prevail over these Bylaws.

Section 7.02. WAIVER OF NOTICE

- A. Whenever any notice is required to be given under the provisions of the Statutes or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice,

whether before or after the time stated therein, shall be deemed equivalent thereto.

- B. Attendance of any Member or Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director or Member attends meeting for the express purpose of objecting to the transactions of any business on the grounds that the meeting is not lawfully called or convened.

Section 7.03. MEMBER CONTACT INFORMATION (Property Code 209.0051 (f))

It is the Member's duty to keep updated email and mailing addresses registered with the Treasurer of the Corporation.

Section 7.04. NOTICE OF ENFORCEMENT ACTION (Property Code Sections 209.006 and 209.007)

Any enforcement actions shall be initiated by the Corporation's Board of Directors in compliance with referenced Sections of the Texas Property Code.

ARTICLE VIII

OFFICERS

Section 8.01. APPOINTMENT OF CORPORATION OFFICERS

- A. The Officers of the Corporation shall be appointed by the Directors and consist of a President, a Vice President, a Secretary and a Treasurer. The same person may hold two or more offices, except the same person shall not hold the offices of President and Secretary. All Officers shall be Members of the Association.
- B. The Board may appoint such other Officers and agents as it shall deem necessary who shall exercise such powers and perform such duties for such term as shall be determined from time to time by the Board.

Section 8.02. BOARD OFFICERS

- A. The Officers of the Corporation shall be appointed by the Directors, shall serve without compensation, except for reimbursement of actual expenses incurred in the performance of their duties herein defined, and shall be appointed at such time and in such manner and for such terms not exceeding one (1) year as determined by the Board from time to time. An Officer may be elected to successive terms in the same office.
- B. The Officers of the Corporation shall hold office until replaced by their successors. Any Officer appointed by the Board may be removed at any time by the Board. If the office of any Officer becomes vacant for any reason, the vacancy may be filled by the Board.

Section 8.03. OFFICE OF PRESIDENT

The President shall preside at all meetings of the Board. The President shall have the power to call special meetings of the Directors, make and sign deeds,

mortgages, contracts and agreements in the name of and on behalf of the Corporation and shall generally do and perform acts incident to the office of the President, all of which will be subject to the direction and review of the Board. In addition to the power and duties of this section, the President shall perform such other duties as the Board shall prescribe.

Section 8.04. OFFICE OF VICE PRESIDENT

The Vice President shall, in the absence or disability of the President, perform the duties and exercise the power of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as are delegated by the President and as the Board shall prescribe.

Section 8.05. OFFICE OF THE SECRETARY

The Secretary shall give all notices as provided in the Bylaws or as required by law, attend all meetings of the Members and the Board, and record all proceedings of the meetings of the Corporation in a book to be kept for that purpose. The Secretary shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal for the Corporation and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer (the signature may be a facsimile).

In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may, from time to time, be assigned by the Board or by the President.

Section 8.06. OFFICE OF THE TREASURER

The Treasurer shall be the financial Officer of the Corporation, shall have charge and custody of and be responsible for all funds of the Corporation and all securities owned by the Corporation; shall keep full and accurate accounts of receipts and disbursements in books and records belonging to the Corporation; and shall deposit all such funds and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board.

The Treasurer shall keep a register of the mailing and email address of each Member, Director, and Officer of the Corporation.

In general, the Treasurer shall perform all duties incident to the office of the Treasurer, and such other duties as from time to time may be assigned by the Board or by the President. The Treasurer shall render to the President and the Board, when the Board so requires, an account of all transactions made as Treasurer and of the financial condition of the Corporation.

In case of death, resignation, retirement or removal from office, all books, papers, vouchers, money and other Property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Corporation shall be returned to the Corporation.

ARTICLE IX

COMMITTEES

Section 9.01. THE ARCHITECTURAL CONTROL COMMITTEE (ACC)

The Board, by a majority vote, shall designate three (3) or more Members to serve, at the pleasure of the Board, on the Architectural Control Committee (ACC). No more than one person shall be a concurrent Member of both the Board and the ACC. The Board shall have the authority to replace, remove or add committee Members as it shall deem advisable.

Section 9.02. ELECTION COMMITTEE

The Election Committee shall consist of a chairperson and two (2) or more Members of the Corporation. The Election Committee shall be approved by the Board at least sixty (60) days prior to each annual meeting of the Members. The Board shall have the authority to replace, remove, or add committee Members, as it shall deem advisable.

Section 9.03. EXECUTIVE COMMITTEE

The Board may, by resolution passed by the majority of the Board, designate an Executive Committee, to consist of three (3) or more of the Directors of the Corporation. The Executive Committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board in the management of the business and affairs of the Corporation, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed by law.

The Executive Committee shall keep regular minutes of its proceedings and report on its proceedings to the Board and to the Members at each regular and special Board meeting, as governed by the dedicatory instruments of the Corporation. The minutes of the proceedings of the Executive Committee shall be placed in the minute book of the Corporation.

Section 9.04. OTHER COMMITTEES

The President or the Board may designate one or more other committees, each to have the name, Membership, duties and responsibilities designed by the President or the Board. Such other committee shall consist of a chairman and other Members, none of whom need to be Members of the Board, except where otherwise directed at the time of the creation of any such committee. Committee Members shall serve without compensation except for reimbursement of actual expenses incurred in the performance of their duties herein defined.

Section 9.05. COMMITTEE RULES

Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the Board. All committees shall report to the Board when required. A majority of the members of any such committee shall constitute a quorum and questions shall be decided by a majority vote. All committees having the authority to act on behalf of the Board shall contemporaneously document all meetings and the actions taken.

Section 9.06. COMMITTEE MEMBERSHIP

Members of the committees shall hold office until their resignation or removal, or they are replaced by their successors. Vacancies in the Membership of any committee for any reason shall be filled by the party designating and appointing Members to such committee as provided by the Bylaws.

ARTICLE X

GENERAL

Section 10.01. DISBURSEMENT OF CORPORATE FUNDS

Disbursements of corporate funds and all checks or demands for money and notes of the Corporation shall be authorized by the Board and signed by the Treasurer, and drawn against the Association checking account in any amount, but not to exceed \$2,500.00.

Any checks in excess of \$2,500.00 shall be signed by both the Treasurer and the Association Board President. Should the Treasurer be unable to perform his duties, the President may individually prepare and sign checks in any amount until the situation resolves or the Board names a new Treasurer. Signatories shall obtain a completed request for payment form, and proper invoices, vouchers and receipts, etc. to substantiate legitimacy for all disbursements.

All checks issued within a calendar month shall be reflected in the monthly Treasurer's report along with the period matching bank statement.

Board acceptance of the Treasurer's report in open meeting shall constitute authorization of expenditures. All signatories shall be Board Members and designated as signatories by the Board. The number of signatories should be kept to a minimum; however, there shall be at least two signatories on each account at all times.

Section 10.02. BOOKS AND RECORDS (Property Code 209.005)

Per requirements of Section 209.005 of the Texas Property Code, the Corporation shall keep correct and complete books and records of account including, but not limited to, the items listed below. Document retention requirements for each item are shown in parentheses.

- A. A copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation, and any Articles of Amendment, Restated Articles, Articles of Merger and Articles of Consolidation (*permanent*);
- B. A copy of Bylaws and any amended versions or amendments to them (*permanent*);
- C. A copy of all Covenants and any amended versions or amendments to them (*permanent*);

- D. ACC documents including the check sheet, notice to builder, required construction specifications and drawings, and signed and approved construction agreements (*permanent*);
- E. Statement of change of registered office or registered agent (*seven (7) years*);
- F. Minutes of the proceedings of the Board and committees having any of the authority of the Board (*seven (7) years*);
- G. List of the names and addresses of the Members, Directors, Officers, and any Committee Members of the Corporation. (*seven (7) years*);
- H. Financial statements showing the Corporation's assets, liabilities, and net worth (*seven (7) years*);
- I. Financial statements showing the Corporation's income and expenses, and Treasurer's Reports (*seven (7) years*);
- J. Account records of current Members (*five (5) years*);
- K. Contracts with a term of one (1) year or more (*four (4) years after the expiration of the contract*);
- L. All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status (*seven (7) years*);
- M. The Corporation's federal, state and local tax information or income tax returns (*seven (7) years*).
- N. Additional items with retentions as the Board may decide.

The Corporation shall store all permanent records for The Homestead at Turtle Creek in a secure, dry environment, in a location approved by the Board of Directors. As records are digitized, electronic back-ups shall be stored within a fireproof container in an alternative location approved by the Board of Directors.

Section 10.03. INSPECTION OF CORPORATE BOOKS AND RECORDS

The Corporation shall comply with requirements of Section 209.005 of the Texas Property Code.

Section 10.04. REQUEST FOR AUDIT

Any Member may request an audit to be conducted of the Corporation's books. That Member shall bear the expense of the audit unless a majority of the Members present and voting in person or by proxy at a meeting at which a quorum is present, authorize payment of audit expenses by the Corporation. Those bearing the expense of the audit may select the accounting firm to conduct the audit. A Member may not exercise these rights so as to subject the Corporation to an audit more than once in any fiscal year.

Section 10.05. CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, State of Texas," and may have inscribed thereon the year of its organization. The appropriate Officers shall cause such seal to be affixed to such documents as the Board may direct.

Section 10.06. FISCAL YEAR

The fiscal year of the Corporation shall be as determined by the Board of Directors.

Section 10.07. CONFLICTS IN PROVISIONS BETWEEN DEDICATORY INSTRUMENTS

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 Articles of Incorporation. 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 set forth in the Covenants.

Section 10.08. LENDING AND BORROWING OF CORPORATION FUNDS

The Corporation may not make any loan to a Director or Officer of the Corporation. A Member, Director or Officer of the Corporation may not lend money to, and otherwise transact business with the Corporation except as otherwise provided by these Bylaws, the Articles of Incorporation, the Covenants and applicable law. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation.

The Corporation may not borrow money from, or otherwise transact business with a Member, Director or Officer of the Corporation unless the transaction is described in a legally binding instrument and is in the Corporation's best interest. The Corporation may not borrow money from, or otherwise transact business with a Member, Director or Officer of the Corporation without full disclosure of all relevant facts and without the Board's approval, not including the vote of the person having a personal interest in the transaction. Members may be reimbursed for expenditures on behalf of the Corporation if at the Board's direction.

Section 10.09. VALIDITY OF INDIVIDUAL PROVISIONS OF THE BYLAWS

To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit Corporations. If any Bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the Bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

Section 10.10. BINDING OF BYLAWS

These Bylaws will bind and inure to the benefit of the Members, Directors, Officers, Committee Members, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as the Bylaws otherwise provide.

Section 10.11. FILING OF DEDICATORY INSTRUMENTS

The Association shall conform to current law as specified in Section 202.006 of the Texas Property Code. All dedicatory instruments (e.g. Articles of Incorporation, Covenants and Bylaws) shall be recorded in the Real Property Records of Kerr County. A dedicatory instrument has no effect until the instrument has been filed.

ARTICLE XI

AMENDMENT OF BYLAWS

Section 11.01. LAWS GOVERNING AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed by a vote of at least sixty-seven percent (67%) of the Members present and voting in person or by proxy at a meeting at which a quorum is present, or by a vote of at least eighty percent (80%) of the Board. However, the following types of Bylaw amendments may not be adopted by the Board:

- A. setting or changing the authorized number of Directors;
- B. changing or extending the Directors' terms;
- C. changing the quorum for Membership meetings;
- D. changing Members' proxy rights;
- E. establishing or changing compensation for Directors, Officers and Committee Members;
- F. changing this section 11.01 on Amendment of Bylaws, unless amended to conform with State Law; and
- G. changing Bylaws in such a way as to conflict with the Covenants

Amendments shall be recorded in the Real Property Records of Kerr County, Texas.

Section 11.02. UPDATING OF BYLAWS TO COMPLY WITH TEXAS PROPERTY CODE

The Board of Directors has the authority to update the Bylaws from time to time as necessary to comply with the requirements of the Texas Property Code, as amended. All amendments to the Bylaws shall be reflected in an amended and restated set of Bylaws and promptly recorded in the Official Public Records of Kerr County, Texas.

I, April L. Iacopelli, President of THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS ASSOCIATION, do hereby certify that this is a true and correct copy of the Bylaws approved and adopted by the Board of Directors on (date) 28 June 2018.

SIGNED this 28th day of June 2018.

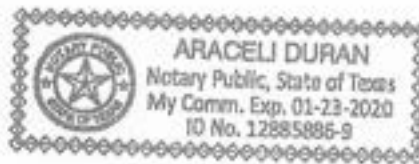
THE HOMESTEAD @ TURTLE CREEK
HOMEOWNERS ASSOCIATION

By: April L. Iacopelli
April L. Iacopelli, President

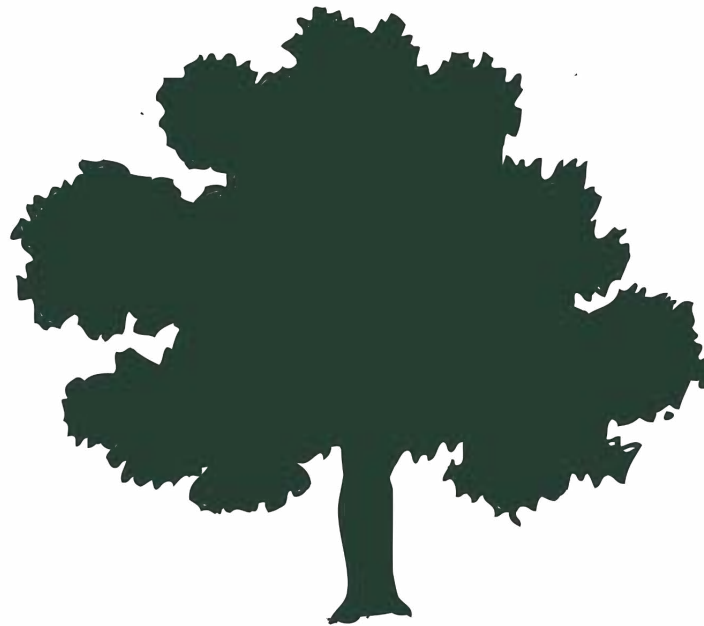
STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 28th day of

June, 2018 by Carol L. Sumner



✓ Filed by & Returned to:
April L. Iacopelli
540 Saddle Club Drive
Kerrville, TX. 78028



The Homestead
@ Turtle Creek

ACC GUIDELINES

***The Homestead @ Turtle Creek* 21-06588**

ARCHITECTURAL REGULATIONS & GUIDELINES

The Homeowners' Association: Homestead @ Turtle Creek Homeowners' Association, a Texas nonprofit corporation established by the certificate of formation filed with the Secretary of State of Texas on May 9, 1996, under file number 139955401.

Homeowners' Association Address: c/o Kerr Business Services, P.O. Box 290991, Kerrville, Texas 78029

Authorization: The Declaration of Covenants, Conditions and Restrictions for The Homestead @ Turtle Creek, recorded in the Real Property Records of Kerr County, Texas, as amended, specifies in Section 4.3 that no building, fence or other structure or improvement shall be erected, placed or altered in the Subdivision until the plans and specifications have been approved in writing by the Architectural Control Committee [ACC]. These plans and specifications shall conform to the most current Board-approved Architectural Regulations & Guidelines; Notice To Owners & Contractors; Reminders & Recommendations; ACC Plan Checklist & Report; and Pre-Construction Agreement filed with the Kerr County Clerk, and shall among other things, include exterior elevations and exterior colors and all exterior materials for such building, fence or other structure, and showing the location of such building, fence or other structure. In approving any structure or improvement, the ACC shall consider the quality of workmanship, materials, and conformity and harmony of exterior design with existing structures in the Subdivision, as well as the location with respect to topography, existing trees and finished elevation.

The following pre-construction documents must be submitted to the ACC for approval BEFORE COMMENCEMENT OF CONSTRUCTION of any improvement in the Subdivision.

1. **Two complete sets of plans and specifications shall be submitted to the ACC for review.** One set will be returned to the Owner at the conclusion of the ACC review. One set shall be kept on record by the HOA.

Scaled site plans (1"=20'), shall include all the following applicable to the Lot and proposed project:

- A. Building setbacks
- B. Location of all existing & proposed structures on Property
- C. Location of all driveways, sidewalks and ramps
- D. Drainage plan and berm location
- E. Septic system locations
- F. Location of underground electrical, water and telephone lines from the street to the house, and to any outbuildings
- G. Fences [including cross-sections of fence construction]
- H. Location of trees on the Lot [including those identified for removal if any]
- I. Private water well location [if present]
- J. Propane tank location [if present]
- K. Location of swimming pool [if present]

2. **Engineered foundation plan** designed and signed by a Professional Engineer licensed to practice in the State of Texas. (Showing all materials and details of the finished foundation.)

3. **Architectural/structural plans** which include the following:

- A. Floor plans all levels
- B. Exterior elevations - all views
- C. Roof plan if not shown clearly in elevations

4. **Guide specifications** which include the following:

- A. Material list [Listing of type and description of material to be used in the construction]
- B. Windows and doors
- C. Thickness of all slabs, driveways and walkways including specifications and detail on material, reinforcement, and layout
- D. Roofing material, including color selection
- E. HVAC- show location of the HV AC compressor and blower units
- F. Exterior — describe siding, stone veneer, stucco, etc. - including colors

5. **Signed Pre-Construction Agreement** by the Owner and the Contractor and receipt of a \$1,750.00 damage deposit check as required by the ACC when the project includes the use of heavy equipment and/or deliveries. Make the check payable to: The Homestead@ Turtle Creek HOA.

NOTICE TO OWNERS & CONTRACTORS

Governing Procedures for Lot Improvements:

Prior to beginning the construction of any improvements in the Homestead @ Turtle Creek, Lot Owners are required to first receive approval from the Architectural Control Committee [ACC]. The ACC's charge and procedures may be found in Article 4 of the DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS for THE HOMESTEAD @ TURTLE CREEK [hereafter referred to as DECLARATION]. Summarized, the Architectural Control Committee has the responsibility and authority to gather information, and has the power to construe and interpret any Covenant, Condition or Restriction specifically in reference to the construction of structures and/or improvements in the Subdivision.

Specifically, no building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the Subdivision until the plans and specifications have been approved in writing by the ACC. Owners are encouraged to contact members of the Board or the ACC to obtain copies of the ARCHITECTURAL REGULATIONS & GUIDELINES, NOTICE TO OWNERS and BUILDERS, REMINDERS & RECOMMENDATIONS, and THE PRE-CONSTRUCTION AGREEMENT. Owners will find the DECLARATION and these documents helpful in the preparation and submittal of plans prior to starting a project. Article 5 of the DECLARATION, LAND USE REGULATIONS, should be reviewed as the plans are developed to ensure compliance. Members should plan ahead to provide adequate time for the ACC to complete the review process.

The ACC is guided by the DECLARATION in approving any proposed structure or improvement, and by the details provided in the plans submitted, the conformity and harmony of exterior design with existing structures in the Subdivision; as well as the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted all improvement requirements, the ACC shall notify the Owner in writing whether the submitted plans are approved or disapproved.

- ACC approval of the plans and specifications as submitted, is binding and plans shall not be modified or changed without ACC approval. Proposed changes in the plans and/or specifications that impact the location on the Lot, the elevation, size, shape, exterior appearance and materials used shall be re-submitted to the ACC for review. Failure to obtain approval of said changes may result in the withdrawal of all ACC approvals, and the initiation of legal action. In the event of non-compliance, the ACC shall have the power to halt all work on the project, until such time as the ACC determines the project has been brought into compliance.
- All appropriate Texas statutes, regulations, codes, etc., shall be complied with. It is the Owner's responsibility to work with their contractor to ensure the project is in compliance with the applicable codes. The ACC is not responsible for code compliance. Owners who are unfamiliar with construction are encouraged to have plans and inspections done by a qualified third party to ensure compliance as required.
- Vehicles servicing any Homestead construction site shall comply with the following regulations/restrictions when using the private roads of the Homestead subdivision, unless prior special approval is given by the ACC in writing for an exception:
 - The GROSS VEHICLE WEIGHT [GVW] of any vehicle in question shall not exceed 60,000 pounds.
 - Semi-trucks hauling construction material or equipment require 1) prior ACC approval, and 2) a guide through the subdivision to ensure long trailers stay on the roadway when making tight turns.
 - Single body trucks, such as dump trucks, shall have no more than tandem axles in the rear. Triple and quad rear axle single body trucks are not allowed on the subdivision roads.
- Building materials may not be stored in the common areas or on rights of way.
- All driveways and sidewalks will be paved with all-weather material, such as concrete or an asphalt/stone mix.
- The exterior construction, including painting, must be completed within six months from the beginning of construction.
- Building set-backs for the primary residence are: Front= 75' [seventy-five feet]; Back= 50' [fifty feet]; and Sides= 20' [twenty feet].
- Non-residential buildings cannot be constructed in front of the residence, or closer than 80' [eighty feet] from the front, 30' [twenty feet] from the sides and 30' [thirty feet] from the back Lot lines.

Additional rules and regulations can be found in the Declaration under ARTICLE 5.

REMINDERS & RECOMMENDATIONS

- It is understood and accepted by all Owners requesting approval on improvements, that the ACC may make site visits to review the construction progress and to ensure compliance with the governing documents and approved plans. No such site visit or inspection shall be considered a trespass; rather an obligation of the HOA & ACC. It is the duty of the Owner to notify the ACC when progress is ready for review as defined below.
- Required site visits for structural improvements are as follows:
 - First Site Visit: The ACC shall verify that the Property boundary survey markers are in place and the locations of all proposed improvements have been marked out to ensure compliance with the required setbacks and that the foundation is laid out in accordance with the approved plan.
 - Second Site Visit: The ACC shall determine that foundation excavations are as indicated in the first site visit.
 - Third Site Visit: Prior to calling for final building inspection, the Lot Owner shall request the third and final inspection by the ACC. The ACC shall ensure that the final construction is in conformance with the original improvement plan as submitted and approved.

NOTE: Site visits conducted by the ACC shall not be construed as confirmation of compliance with required codes and regulations governing construction.

- Have a plan to control TRASH on the site during construction.
- Keep all building materials stored in a neat, clean and orderly condition.
- All materials must be new as approved by the ACC.
- Fifty percent of exterior walls and all the first story of a two-story building must be masonry.
- Roofs shall be installed at a minimum 6 in 12 pitch. Composition shingle roofs shall utilize dimensional shingles with a minimum weight of 240 pounds per 100 square feet. Metal roofing shall be a standing seam design utilizing concealed fasteners and a minimum of 26-gauge material, including any factory applied coatings and anti-corrosion processes. All roofing systems shall be in a color approved by the ACC and shall carry a minimum manufacturer's warranty of 25 years.
- All fences are subject to approval by the ACC and must be constructed of new materials and/or re-purposed materials in good condition and commonly used in fence construction. Fences must be attractively designed and in keeping with styles commonly found in residential and rural residential settings. Residents should be guided by fences currently installed in the neighborhood. Fence materials must be mechanically fastened or welded. Tying materials using wire is not permitted. Maximum fence height may not exceed 8' [eight feet]. The following fence types are specifically not permitted in the Homestead: metal fences utilizing vertical steel "T" posts, or metal post/rails less than 16-gauge wall thickness; any wire fencing less than welded 4 gauge; agricultural fences such as barbed wire fencing, temporary corral type fencing; and chain link fencing (also known as hurricane fencing, cyclone fencing or diamond fabric fence).
- Residents, especially those who may be considering pools, are encouraged to consult with their insurance providers to ensure the fence type considered is acceptable for the purpose and meets insurance requirements.
- Modifications made to existing fences must be designed to blend well with the existing fence and must be approved by the ACC.
- Animal shelters must be at least 75' from sides or back Lot lines and must be behind the residence.
- Propane [Liquefied Petroleum Gas] tanks should be located in the least visible location from the street and in compliance with NFPA [National Fire Protection Association] residential container distance requirements by a certified propane professional.
- No sub-contractor signs are allowed. Worker parking shall be provided on the Lot. Street parking and/or parking on the shoulder is prohibited.
- All Lots must be maintained and kept in a neat and clean condition.
- A chemical toilet must be provided and maintained for all workers during the construction period.
- *The weight limit on the roads in the Homestead at Turtle Creek is 60,000 lbs. For concrete, this is typically 7 yards. Accordingly, a 10-yard truck would need to be loaded at a reduced capacity and a third axle, if present, would need to be hydraulically lifted when operating within the subdivision.*

Please contact a member of the ACC or Board if you have questions. Thanks for observing all of the above.

ACC Plan Checklist & Report

THE HOMESTEAD @ Turtle Creek

To: The Homestead Home Owners' Association
The Owner(s) submitting plans

Date _____

From: The Homestead Architectural Control Committee

Re: Review of Plans and Specifications for Lot # _____

Owner Name(s): _____

Contact Phone # _____

Builder Name: _____

Contact Phone # _____

Date All Plans Submitted: _____

Date Damage Deposit Check received [if required] _____

The ACC has received and reviewed the necessary plans and specifications for the proposed Lot improvement.

- | | | | |
|--------------------------------------------|----------------------------------------------|---------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Plot Plan | <input type="checkbox"/> Guide Specs | <input type="checkbox"/> Exterior Materials | <input type="checkbox"/> Septic Plan |
| <input type="checkbox"/> Set Back Lines | <input type="checkbox"/> Exterior Elevations | <input type="checkbox"/> Ext Wall Material | <input type="checkbox"/> Out Buildings |
| <input type="checkbox"/> Building Location | <input type="checkbox"/> Building Height | <input type="checkbox"/> Roof Materials | <input type="checkbox"/> Construction Storage |
| <input type="checkbox"/> Foundation Plan | <input type="checkbox"/> Square Footage | <input type="checkbox"/> Fence Specs | <input type="checkbox"/> Trash Containment |
| <input type="checkbox"/> Drainage Plan | <input type="checkbox"/> Exterior Colors | <input type="checkbox"/> Fence Materials | <input type="checkbox"/> Other |

The decision of the ACC on the proposed improvement is as follows:

☐ APPROVED-

Special comments to Owner and Builder:

☐ DENIED-

Reason(s) for denial:

Signatures of ACC members:

_____ Date _____

_____ Date _____

_____ Date _____

PRE-CONSTRUCTION AGREEMENT

In addition to the rules and regulations set forth in the Declaration, the following defines a binding agreement made between the Owner, the Contractor, and the Architectural Control Committee (ACC) and the Homeowners' Association – the Homestead @ Turtle Creek. This agreement is designed to minimize inconvenience to the residents, to provide specific guidance to the General Contractor and his sub-contractors while working in the subdivision, to alleviate problems for vendors delivering materials, supplies and equipment to the construction site, and to provide for financial restitution should damage to property occur as a result of the construction project.

Please read each item listed and affix the appropriate signatures below, thereby allowing construction to commence without delay.

The following requirements must be met before any construction commences:

1. Plans approved and signed by the ACC.
2. A damage deposit of one thousand dollars (\$1,750.00) shall be delivered to the Architectural Control Committee (ACC) by the Lot Owner if required by the ACC. The check shall be made payable to: The Homestead @ Turtle Creek. The funds will be held by the Homestead Homeowners' Association until the completion of the project, and returned when the ACC verifies no damage was done to property or the roadway by the Lot Owner or the Lot Owner's contractors.

Additionally, the following requirements must be observed during construction:

1. **LOT ACCESS:** An entrance to undeveloped Lots from the Homestead roadway (roadway) to the construction site must be completed with a culvert (if required for proper water drainage). Base material from the roadway to the construction site must be laid and compacted before construction begins. Existing driveways on developed Lots may be used as an entrance for lighter vehicles at the discretion of the Lot Owner.
2. **PARKING:** All vehicles and workmen (contractor, sub-contractors and employees) must enter the construction site on the roadway provided and must park their vehicles on the site and inside the Lot boundary. No vehicles may be parked in the Homestead roadway, in the ditches along the roadway or on adjacent Properties. Driving on adjacent Property is not allowed for any reason without written permission from that Owner.
3. **DELIVERIES:** Deliveries of building materials and equipment to the construction site must enter the site on the entrance provided. All delivered materials and equipment shall be unloaded within the construction Lot perimeter and not on the Homestead roadway. The Lot Owner or the general contractor must stake and tape (flag) the perimeter of the Lot/s to protect the Homestead roadway and adjacent properties during the construction period.
4. **HEAVY EQUIPMENT:** Lot Owners and their contractors shall inform suppliers of material and equipment to have their delivery drivers use the center of the Homestead roadways, rather than driving heavy loads/equipment on the roadway shoulders or in the ditches. Concrete trucks and other heavy units may not park on the shoulders of the roadway or in the ditches while waiting to deliver their loads. Concrete trucks must perform their post-delivery cleaning either on the construction Lot or off site. Postdelivery cleaning is not allowed on Homestead roadway shoulders, ditches or adjacent Lots. Owners and Contractors are responsible for communicating and enforcing the weight and axle limitations defined in the "NOTICE TO OWNERS & CONTRACTORS" to all participants in the construction project.

5. **SUBDIVISION ROADS:** The Homestead entrance and all roadways within the subdivision are private roads; designed and built for residential traffic; owned and maintained by the Homestead Home Owners Association; and as such are restricted in their use from heavy loads and large truck traffic.
6. **DAMAGE:** Any damage to the Homestead roadway system, roadway shoulders, adjacent Property or other Homestead Property occurring during the project construction period shall be the sole responsibility of the Lot Owner identified below. When heavy equipment is involved with the project construction, a \$1,750.00 dollar damage deposit shall be required prior to the start of construction. The ACC shall determine the necessity for collecting a damage deposit at the time the plans are reviewed. Should damage occur, the ACC shall make repairs to the affected Property and shall charge the cost thereof against the damage deposit. To the extent the repair costs exceed the damage deposit, Lot Owner shall pay the balance upon written demand, accompanied by an invoice for the repair costs, by the ACC. Failure to pay these charges will result in a lien being filed against the Lot Owner's property. The ACC reserves the right to select the company which will repair the damage.
7. **FINAL:** After completion of construction, including any major landscaping, the Lot Owner shall notify the ACC in writing that the project has been completed. Within ten (10) days after the ACC has received written notice, an inspection committee shall inspect the roadway system, ditches, adjacent property and any other portion of the Homestead property which may have been adversely affected during the construction. If no damage is noted by the inspection committee, the damage deposit shall be promptly returned to the Lot Owner.

The Lot Owner and Contractor accept responsibility for the above stated requirements, regulations & guidelines, and agree to the implementation of said requirements as evidenced by the signatures below:

_____	_____	_____
Lot Owner	Date	Lot #
_____	_____	
Contractor	Date	
Witnessed:		
_____	_____	
ACC Member	Date	
_____	_____	
ACC Member	Date	
_____	_____	
ACC Member	Date	

I, Madge Wood, President of THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION, do hereby certify that this is a true and correct copy of the Architectural Regulations & Guidelines, Notice to Owners and Contractors, Reminders & Recommendations, ACC Plan Checklist & Report and Pre-Construction Agreement, all of which was adopted by the Homestead @ Turtle Creek Board of Directors on July 26, 2021.

SIGNED this 27 day of July 2021.

THE HOMESTEAD @ TURTLE CREEK HOMEOWNERS' ASSOCIATION

By: Madge Wood
Madge Wood, President

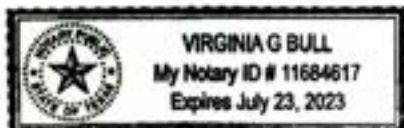
State of Texas County of Kerr

This instrument was acknowledged

before me on the 27 of July 2021

By: Madge Wood

Virginia G Bull
Notary Public



Filed by & Returned to:

Homestead at Turtle
Creek HOA
713 Saddle Club Dr. Kerrville
TX 78603



FILED AND RECORDED
At 10:52 clock A M
STATE OF TEXAS
COUNTY OF KERR
July 27, 2021

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
Jackie Dowdy Deputy

Official Receipt (Original) Printed on 07/27/2021 at 11:00 am

Jackie Dowdy
Kerr County Clerk
700 Main St., Rm 122
Kerrville, TX 78028



Receipt Number : 144714
Date Paid : 7/27/2021 11:00:46AM
User: Dianer

Payment No:141068

Paid Amount :50.00

Payment Type:Check Payment

Check No :3234

Cost Code	Type	Amount Owed	Amount Paid	Balance Owed
<u>Instrument : Daily Non Cases Fees</u>		Inst Type:	Book:	Page:
COURT HOUSE SECURITY	CL	1.00	1.00	0.00
RECORDS ARCHIVAL	CL	10.00	10.00	0.00
RECORDS MANAGEMENT	CL	10.00	10.00	0.00
RECORDING FEE	CL	29.00	29.00	0.00
Totals		50.00	50.00	0.00

Paid By : MADGE WOOD

Payment Remarks : 21-06588 ARCHITECTURAL REG & GUIDELINES

Original Balance : 50.00
Amount Paid : 50.00
Amount Applied : 50.00
Amount Unapplied 0.00