

# COLINAS PEAK *Ranch*

37.73± Acres | Blanco County

Dripping Springs, Texas



*Anders*  *Realty*  
PURVEYORS OF FINE TEXAS RANCHES

# COLINAS PEAK RANCH

37.73± AC · BLANCO, TEXAS

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*STRIKING LONG-RANGE VIEWS  
PRIVATE AND SERENE  
ONLY 15 MINUTES FROM DRIPPINGS SPRINGS*

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## LOCATION & ACCESS

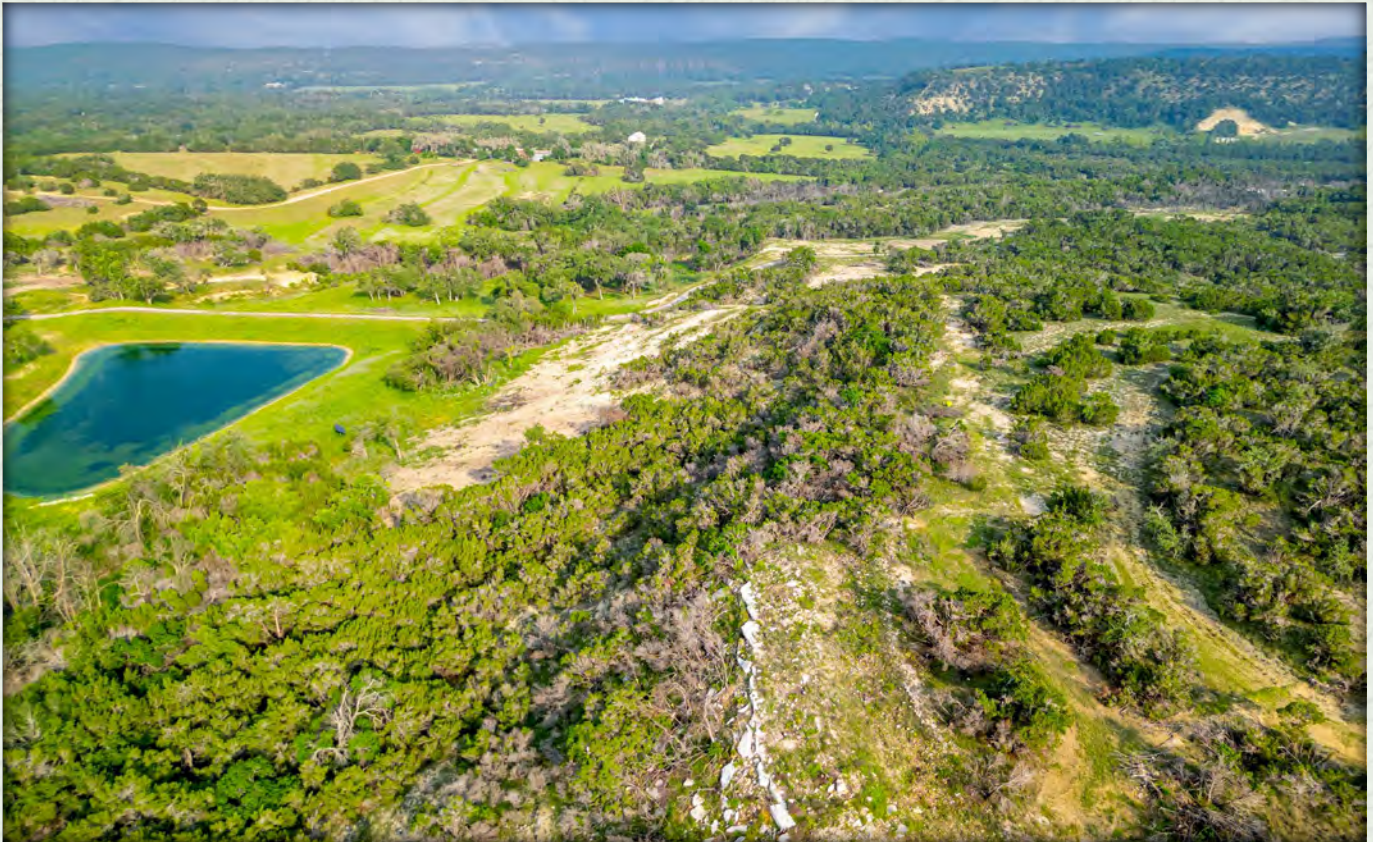
This private ranch property (37.73 ac) sits in the heart of the Texas Hill Country and is strategically located 15 minutes from Blanco and Dripping Springs, 45 minutes from Austin, and 55 minutes from San Antonio. The property sits on the north side of FM 165 within the Las Colinas ranch development. Las Colinas consists of 12 private ranch tracts with a private, coded entrance off FM 165. All tracts within the development are accessed by Las Colinas Dr., a private chip-sealed road. **Property Address: 516 Las Colinas Dr., Dripping Springs, Texas 78620.**





## LAND & WATER

The defining feature of this gorgeous property is the commanding hill that sits in the center of the tract, rising from 1,420 feet at the boundary along the road to 1,500 feet at its peak. From the peak, which is the premium homesite on the property, there are 360-degree panoramic views. Tree cover consists of scattered Live oak, Shinnery oak, and juniper. There are numerous natural openings scattered throughout the property. There is not a water well, but ground water is good in the area.





## WILDLIFE



White-tailed deer, Axis deer, Rio Grande turkey, mourning & white-wing dove, and other indigenous wildlife species such as raptors, songbirds, various small mammals, and reptiles are also abundant and are commonly seen. The ranch is not grazed by livestock and the community-wide Ag Exemption is maintained utilizing the wildlife management option.











## FINANCIAL / TITLE

COLINAS PEAK RANCH, as described herein (37.73± ac), is offered at \$ 1,445,000 (or \$38,298/ac) in Cash or at Terms acceptable solely at the discretion of the Sellers.

1. Offers to purchase or letters of intent must be in writing and accompanied by 1.00% of the purchase price to the escrow account at Hill Country Titles of Fredericksburg, TX.
2. The Sellers will provide and pay for a standard owner's title insurance policy. Title to the real property will be conveyed by a general or special warranty deed.
3. The Sellers will provide a new survey.
4. Mineral rights do not convey.
5. The property lies in the Johnson City ISD.
6. Deed restrictions are included in this packet.
7. HOA Fees: \$1,000/year
8. The 2023 ag-exempt property taxes were \$42.25.



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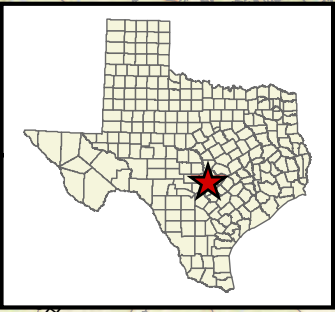
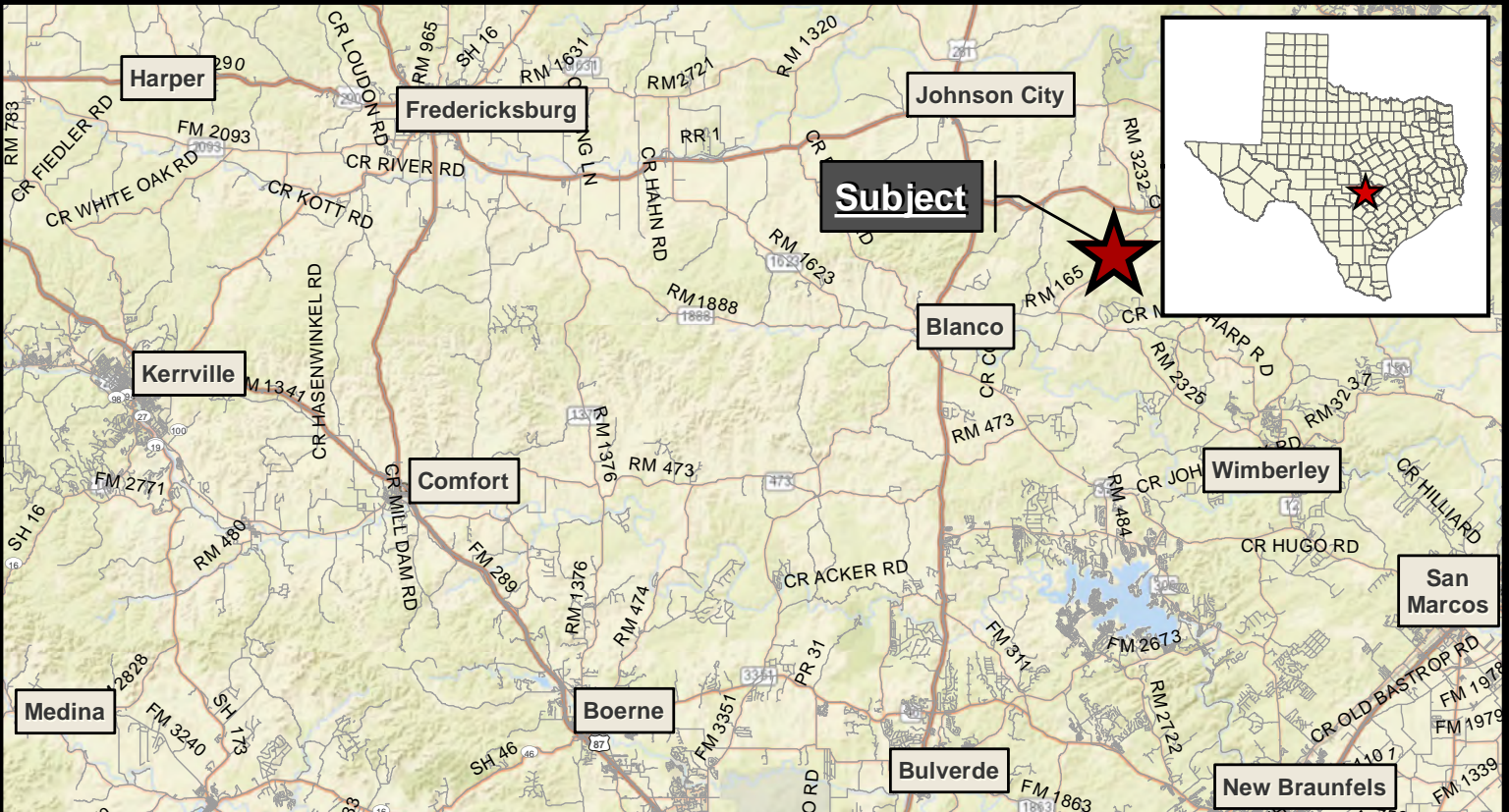
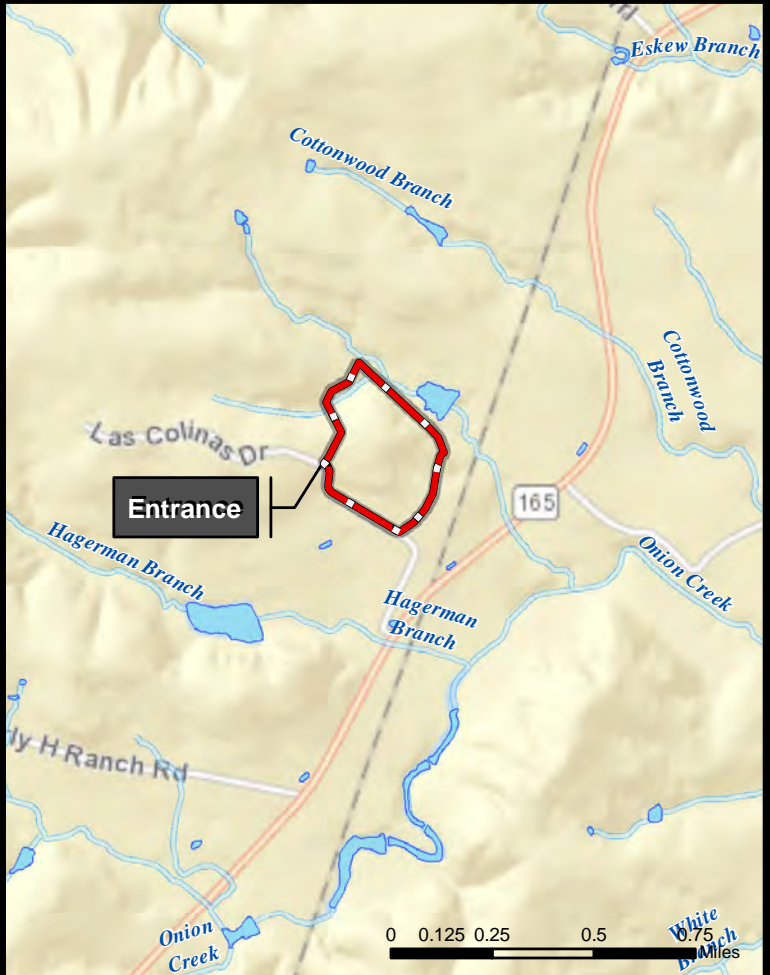
This entire Offering is subject to errors, omissions, prior sale, change or withdrawal without notice and approval of purchase by the Sellers. Information regarding land classifications and acreages are intended only as general guidelines and have been obtained from sources deemed reliable; however, accuracy is not warranted or guaranteed by the Seller or Anders Realty. Prospective Buyers should verify all information to their sole and complete satisfaction. **SHOWN BY APPOINTMENT ONLY – DO NOT TRESPASS.**

Buyer's brokers/agents must be identified on first contact and must accompany buying prospect on first showing to be allocated full fee participation. If this condition is not met, fee participation will be at the sole discretion of Anders Ranch Realty.

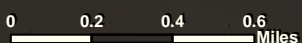
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# COLINAS PEAK RANCH | 37.73 ± AC | BLANCO



1 inch = 2,500 feet



112 N. Edison St., Fredericksburg, TX 78624  
 Jeremy Lacy (830) 225-0595  
[www.AndersRanchRealty.com](http://www.AndersRanchRealty.com)



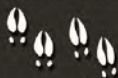
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**COLINAS PEAK RANCH | 37.73 ± AC | BLANCO**



1 inch = 208.33 feet

0 0.015 0.03 0.045 Miles

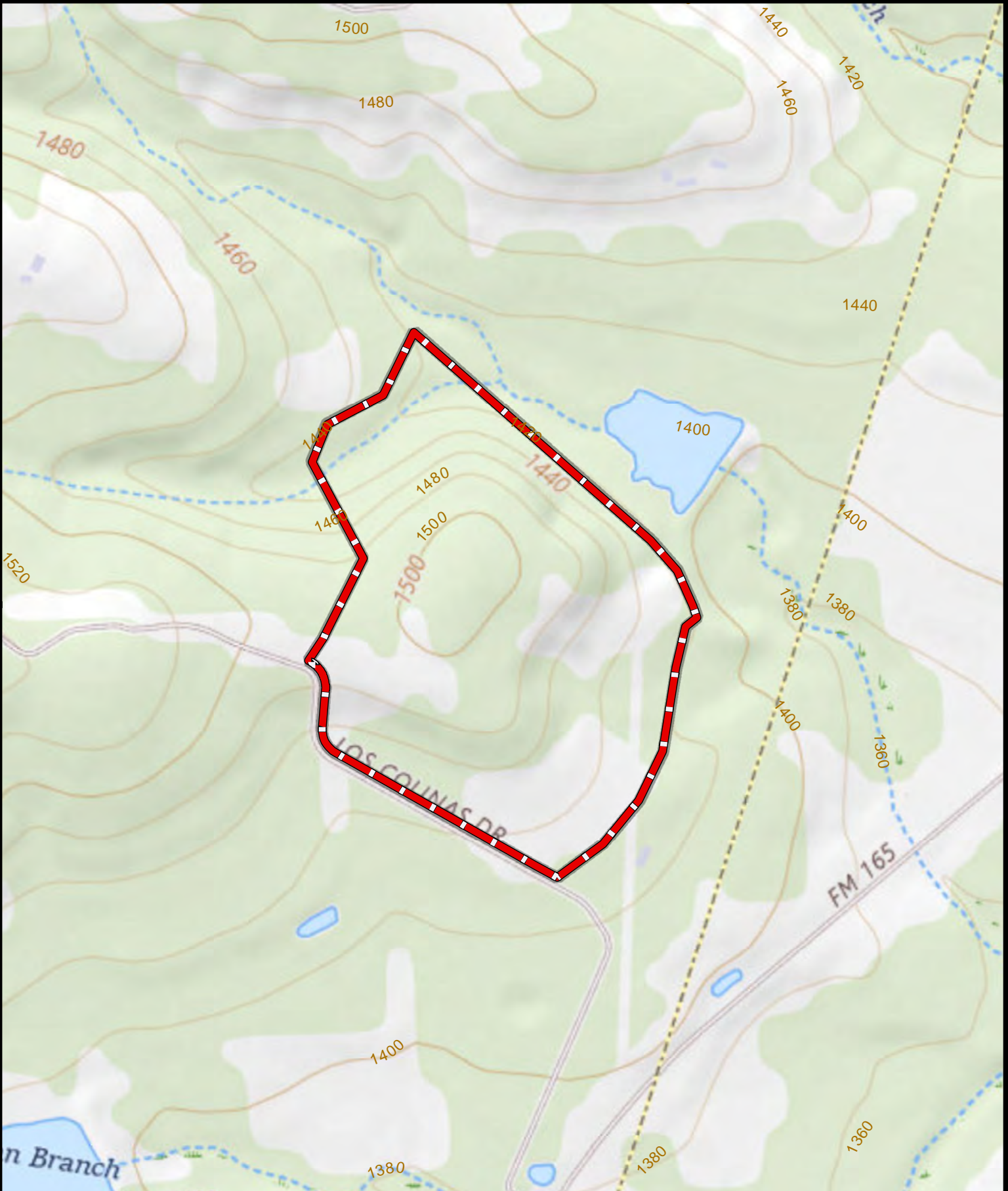


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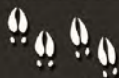
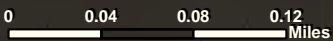


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# COLINAS PEAK RANCH | 37.73 ± AC | BLANCO



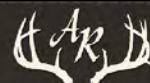
1 inch = 437.5 feet



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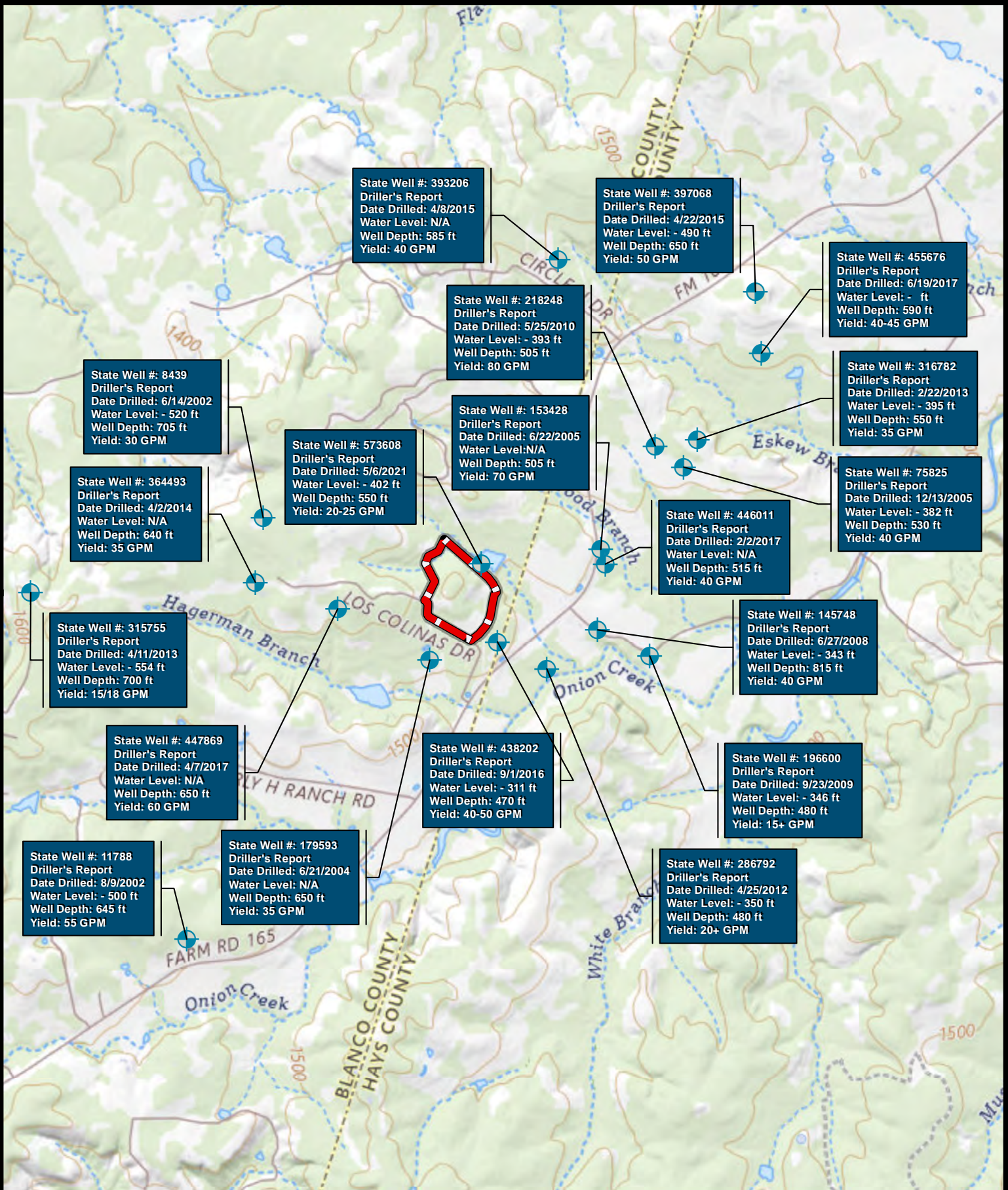
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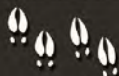


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# COLINAS PEAK RANCH | 37.73 ± AC | BLANCO



1 inch = 2,360.48 feet



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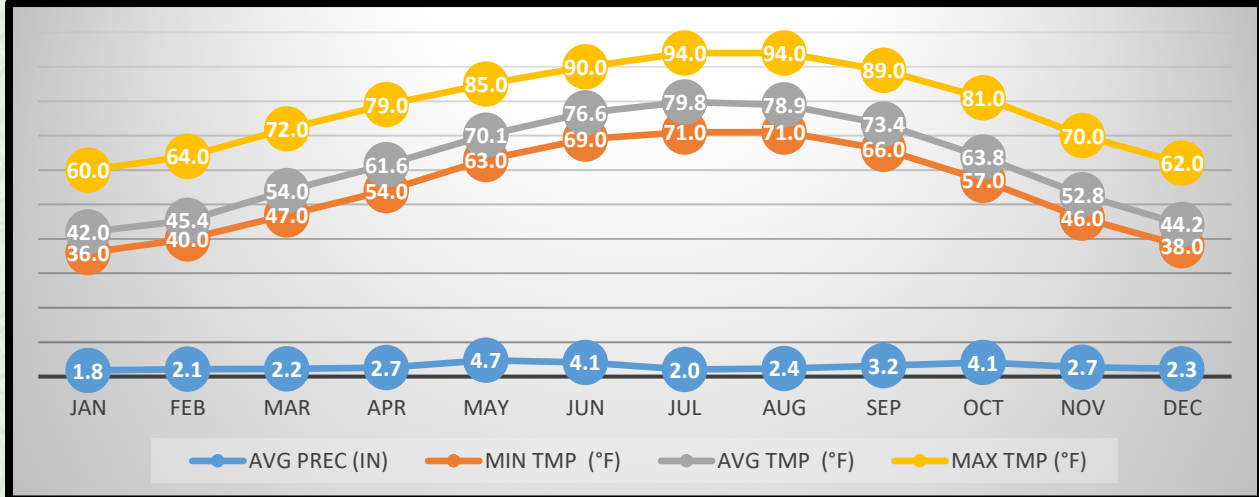


**Anders Realty**  
PURVEYORS OF FINE TEXAS RANCHES

## CLIMATE DATA

Three-decade averages of climatological variables (1981-2001)  
Climate Normals for **Dripping Springs, Texas** from the National Climate Data Center (NCDC)

MONTH (1981-2001)	AVG PREC (IN)	MIN TMP (°F)	AVG TMP (°F)	MAX TMP (°F)
Jan	1.79	36.0	42.0	60.0
Feb	2.13	40.0	45.4	64.0
Mar	2.23	47.0	54.0	72.0
Apr	2.65	54.0	61.6	79.0
May	4.74	63.0	70.1	85.0
Jun	4.12	69.0	76.6	90.0
Jul	2.02	71.0	79.8	94.0
Aug	2.38	71.0	78.9	94.0
Sep	3.19	66.0	73.4	89.0
Oct	4.07	57.0	63.8	81.0
Nov	2.71	46.0	52.8	70.0
Dec	2.27	38.0	44.2	62.0
<b>Ann</b>	<b>34.3</b>	<b>54.8</b>	<b>61.9</b>	<b>78.3</b>



<b>Zip: 78620</b>	<b>Days Where Temp Exceeds 86°F:</b>	<b>121 - 150 Days</b>
	<b>Freeze Date (Avg First Frost):</b>	<b>Nov 21st – 30th</b>
	<b>Freeze Date (Avg Last Frost):</b>	<b>Mar 11th – 20th</b>
	<b>USDA Hardiness Zone:</b>	<b>Zone 8b: 15F to 20F</b>
	<b>Koppen-Geiger Climate Zone:</b>	<b>Cfa – Humid Subtropical Climate</b>
	<b>Ecogregion:</b>	<b>30c – Balcones Canyonlands</b>
	<b>Palmer Drought Index:</b>	<b>Normal</b>



# BROKERAGE INFORMATION



11-2-2015



## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>Anders Ranch Realty</b>	<b>514096</b>	<b>Brady@AndersRanchRealty.com</b>	<b>512-791-9961</b>
<small>Licensed Broker /Broker Firm Name or Primary Assumed Business Name</small>	<small>License No.</small>	<small>Email</small>	<small>Phone</small>
<b>Brady P. Anders</b>	<b>514096</b>	<b>Brady@AndersRanchRealty.com</b>	<b>512-791-9961</b>
<small>Designated Broker of Firm</small>	<small>License No.</small>	<small>Email</small>	<small>Phone</small>
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<small>Licensed Supervisor of Sales Agent/ Associate</small>	<small>License No.</small>	<small>Email</small>	<small>Phone</small>
<b>Jeremy N. Lacy</b>	<b>603524</b>	<b>Jeremy@AndersRanchRealty.com</b>	<b>830-225-0595</b>
<small>Sales Agent/Associate's Name</small>	<small>License No.</small>	<small>Email</small>	<small>Phone</small>

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

# Anders Realty

PURVEYORS OF FINE TEXAS RANCHES

112 N. Edison Street | Fredericksburg, TX 78624

[www.AndersRanchRealty.com](http://www.AndersRanchRealty.com)



Jeremy N. Lacy

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Anders Realty  
PURVEYORS OF FINE TEXAS RANCHES

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## ADDENDUM

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- COVENANTS & RESTRICTIONS

960572

**DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS  
FOR  
LAS COLINAS RANCH SUBDIVISION**

U. 170  
P. 811

STATE OF TEXAS )  
COUNTY OF BLANCO )

**COPY**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, JOHN A. HIME, III, and wife, AUDREY B. HIME, as the Trustees of the HIME LIVING TRUST, dated June 24, 1991, hereinafter called the Declarant, is the owner of all of that certain real property located in Blanco County, Texas, described as LOS COLINAS SUBDIVISION, a recorded subdivision in Blanco County, Texas, of record in Volume 1, Pages 218-219 of the Plat Records of Blanco County, Texas.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD, and CONVEYED subject to the following easements, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, or any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, covenants and restrictions shall inure to the benefit of each owner thereof. The Real Property described hereinabove shall hereafter be referred to and known as LAS COLINAS RANCH SUBDIVISION, which shall hereafter be subject to the following:

**I. LAND USE**

(1) All tracts of land out of LAS COLINAS RANCH SUBDIVISION are restricted to use for residential purposes only. No commercial use or activity shall be permitted, whether for profit or not. Any business use of the property shall be only with prior written consent of the Property Owner's Association. No signs shall be placed on any part of the property indicating commercial or non-residential use thereof.

(2) No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property be permitted. All trash and other waste material shall be kept in containers located in areas concealed from public view and shall be regularly removed from each tract.

(3) No noxious, offensive, or hazardous activity shall be conducted on any tract, and no portion of the property shall be used in a manner that adversely affects adjoining property owners or that may be or may become an annoyance or nuisance to other property owners. This shall include any noise pollution, such as loud music, that causes a nuisance.

(4) No outside toilet facilities shall be constructed or maintained on any tract. All septic systems must be approved by the appropriate regulatory authority and shall be maintained at all times in accordance with all applicable laws and regulations. Each tract owner shall be responsible for the cost, expense and maintenance of his septic system and water well as regulatory authorities may require.

(5) There shall be no mining or drilling of oil, gas and other minerals and no commercial marketing or sale of any material such as rock, sand, gravel or caliche from the property nor shall there be any dredging of sand or rock on the property.

(6) Discharge of firearms in the subdivision for hunting or other recreational purposes is prohibited.

(7) No sign of any kind shall be displayed to the public view on any tract. This restriction shall not apply to one temporary sign not exceeding six square feet in area used by any builder, owner or developer, advertising the tract for sale, and a small sign designating ownership may be placed at the driveway entrance of each tract, if so desired.

(8) No structure of a temporary character, nor any trailer, mobile home, modular home, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used on any tract at any time as a residence or dwelling either temporarily or permanently, provided, however, during the initial construction of improvements upon a tract and for a cumulative period not to exceed 120 days, the owner of such tract may reside in a travel trailer or recreational vehicle located upon such tract. No trailer, camp trailer, boat trailer or vehicle; diesel, gas or propane storage tank may be stored permanently or temporarily on any tract forward of the front set-back line.

All building and other improvements placed on any tract shall be newly erected on such tract and no secondhand or used buildings or other improvements shall be moved onto any of the tracts, and no used or secondhand materials may be used in the exterior of such improvements unless specifically approved in advance in writing, by the Board of Directors of the Las Colinas Ranch Property Owners Association designated herein.

Garages and outbuildings may be erected on each tract upon which a main dwelling is to be erected. Camping is permitted for periods not to exceed eight (8) days in any thirty (30) day period.

No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the roads or between any roadbed and property line.

(9) No tract as originally platted may be further subdivided into tracts of less than ten (10) acres each.

(10) No building, residence, shed, storage unit, camper, trailer or any other vehicle, outbuilding, tent, barn or any other sort of structure shall be located less than one hundred feet (100 ft.) from any front property line and fifty feet (50 ft) from side and rear property lines on any tract, except that this shall not apply to side property lines which is the common tract line of two or more tracts owned by the same owner. These setback lines are meant to retain the estate concept and place said structures away from the roadway and neighboring tracts owned by others.

(11) To enable Declarant to maintain the present agricultural tax exempt status, all tracts within the subdivision are subject to livestock grazing by the Declarant's cattle, sheep, goats, or horses, but any tract owner has the right to fence out, at the tract owner's expense, Declarant's stock. Declarant shall in no way be liable for any damage from stock grazing or use caused by any tract owner's failure to fence his tract. Each tract owner may fence his tract at his expense so long as the fence or fences are built and constructed in a workmanlike manner in accordance with prudent ranching practices in Central Texas. Tract owner may construct fences totally out of wood, lumber, split rails, rock or metal.

(12) Each tract owner will, at his sole cost and expense, repair his residence, keeping it in a condition comparable to its condition at the time of its initial construction, excepting only normal wear and tear. If a residence is damaged or destroyed by fire or other casualty, it will be the duty of the tract owner, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction will be undertaken within 120 days after the damage occurs, and will be completed within one (1) year after the damage occurs.

(13) Construction of any improvements upon a tract must commence within three (3) months after approval by the Board of Directors of the Las Colinas Ranch Property Owners Association in the manner herein provided, and upon the failure to timely commence such construction, the approval of the Board of Directors of the Las Colinas Ranch Property Owners Association shall automatically terminate and new approval for any such construction shall be required. Completion of construction once commenced shall be performed within one (1) year from the date of commencement. The Board of Directors of the Las Colinas Ranch Property Owners Association may, upon written request, extend a commencement or completion of construction deadline occasioned by delays beyond the tract owner's reasonable control.

## II. ANIMALS-DOMESTIC PETS AND LIVESTOCK

(1) Except as otherwise provided below and except for livestock maintained, raised and/or kept on the portions of the property subject to a grazing lease, or grazing leases, executed by Declarant, (i) no domestic pet or livestock shall be allowed to make an unreasonable amount of noise, or to become a nuisance; (ii) no domestic pets or livestock will be allowed to run at large on the property beyond the boundaries of the tract of the owner of the subject domestic pets or livestock; and (iii) all domestic pets and livestock kept by an owner on the owner's tract shall be kept within enclosed areas within the owner's tract; provided, that domestic pets are allowed beyond the boundaries of the tract of its owner if confined to a leash. The enclosures on a tract for domestic pets and livestock required under the preceding sentence shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions of the Declaration. The number of livestock maintained, raised and/or kept on any tract (other than a tract owned by Declarant) shall be limited and restricted to the numbers and amounts per acres set forth below. For each five acres of area within a tract, the owner of the tract may raise and maintain one

cow, one horse, two sheep, two goats, two rheas, two emus, two ostriches, or 10 adult chickens or similar poultry; provided, that the restrictions imposed by this sentence shall not apply to Declarant and any tract owned by Declarant. The limitations on livestock set forth in the preceding sentence are exclusive by type of livestock and maintaining one type of livestock per five acres of area within a tract shall restrict and exclude maintaining any other type of livestock for the five acres of area allocated to the type of livestock actually maintained. Except for the livestock expressly mentioned above, (i) no other type of livestock may be kept and maintained on any tract without the prior written consent of the Association, and (ii), even with the consent of the Association, no hogs, pigs or swine of any type may be maintained on any tract. As used in this Section, the term "livestock" shall mean farm and ranch animals customarily and commonly kept for use and/or profit by farmers and ranchers in Blanco County, Texas and counties contiguous with Blanco County, Texas, including all types of livestock permitted under this Section. Any tract owned by Declarant shall be exempt from compliance with, and shall not be subject to, the covenants, conditions and restrictions imposed by this Section at all times during the period in which any such tract is owned by Declarant.

### III. ARCHITECTURAL RESTRICTIONS

The following architectural restrictions shall apply to all tracts within the subdivision:

(1) DWELLING SIZE:

The total floor area of the enclosed main structure of any one story, single family residence, exclusive of patios, open porches, carports, and garages, shall contain not less than 1,500 square feet of primary residence. Secondary living quarters (such as guest house, maids or caretakers house) may be permitted if such structure's design is approved by the Board of Directors of the Las Colinas Ranch Property Owners Association.

(2) FOUNDATION AND EXTERIOR WALLS:

The design of and materials used in the exterior walls and surface areas of the main structure and any outbuilding must extend to the ground and be of masonry or wood.

(3) ARCHITECTURAL CONTROL:

No building, structure or improvement of any nature shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of such building, structure or improvement has been approved by the Board of Directors of the Las Colinas Ranch Property Owners Association hereinafter designated, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finish grade elevation and meeting the other standards set forth in this instrument.

The approval or disapproval of the Board of Directors of the Las Colinas Ranch Property Owners Association as required in these covenants shall be by majority vote and shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin

the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Final plans and specifications shall be submitted in duplicate to the Board of Directors of the Las Colinas Ranch Property Owners Association for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans will be marked "Approved", and returned to the tract owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Board for its inspection and approval.

#### IV. ENTRY AND ROADWAY EASEMENT

There is hereby created for the use and benefit of the owners of property with Las Colinas Ranch Subdivision, their respective heirs and assigns, a sixty (60) foot wide roadway easement described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes.

#### V. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are located in the sixty (60) foot road easement shown on the plat of the subdivision and a fifteen foot (15') easement along the side property line of each tract. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, water, sewage disposal, telephone, cable, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Declarant.

#### VI. AMENDMENT

At any time the owners of the legal title to two-thirds percent (2/3%) of the tracts in the subdivision (as shown by the records of the County Clerk of Blanco County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Blanco County, Texas, except that, prior to initial sale of all tracts no such amendment shall be valid or effective without the joinder of



Declarant, its successors or assigns.

#### VII. DURATION OF RESTRICTIONS

These restrictions and covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than two-thirds percent (2/3%) of the then owners of legal title to the tracts within the subdivision (as shown by the records of the County Clerk of Blanco County, Texas) has been recorded in the Deed Records of Blanco County, Texas, terminating these restrictions and covenants.

#### VIII. LANDOWNER'S AGREEMENT

In order to provide for the installation, operation, repair, and maintenance of any roads and streets within the subdivision, Declarant, for the benefit of itself and each successor owner of a tract within the subdivision, hereby binds Declarant and Declarant's successors and assigns, as follows:

At any time and from time to time as any of the roads in the subdivision are not being maintained by Blanco County, Declarant may convey easements to the Las Colinas Ranch Property Owners Association, formed by Declarant for the purpose of owning, maintaining, operating and repairing the roads. The Las Colinas Ranch Property Owners Association shall have such supervisory authority to provide for the proper maintenance, repairs and operation of the roads and shall not be liable to any owner of any interest in such subdivision for any damage, claim or expense, for the manner in which said roads are maintained and repaired, or for failure to operate, maintain or repair such roads.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from, ownership of a tract. The Association initially shall have two classes of voting members as follows:

Class A members shall be all tract owners with the exception of Declarant, and shall be entitled to one vote for each tract owned. A tract shall be considered as "owned" when legal, record title thereto has been transferred from Declarant to a third party. When more than one person owns or holds an interest in a particular tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves, provided, however, in no event shall more than one vote be cast with respect to any tract owner by Class A members.

Class B members shall be the Declarant, who shall be entitled to exercise four votes for each tract owned by Declarant. The Class B membership shall cease and automatically be converted to Class A membership when Declarant no longer owns any tracts.

In order to provide a fund for the proper maintenance of such roads (hereinafter called "Road and Entry Maintenance Fund") including, but not limited to payment of taxes, there is hereby

imposed upon each tract in the subdivision an annual maintenance charge which initially shall not exceed Two Hundred and Fifty and No/100 Dollars (\$250.00) per tract. Once assessed by the Association such maintenance charge shall be payable at such intervals as selected from time to time by the Association by each owner of a tract in the subdivision. Any delinquent maintenance charge shall accrue interest at an annual rate determined from time to time by the Association (which shall not exceed the maximum lawful annual interest rate) from the date of delinquency until paid. The road and entry maintenance charge hereby imposed shall not apply to Declarant.

Neither Declarant nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

The Association may use the Road and Entry Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the roads which the tract owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such roads and regardless of their location. It is agreed and understood that the judgment of the Association, as custodian and administrator, of said Road and Entry Maintenance Fund, when used in good faith in the expenditure of said Road and Entry Maintenance Fund, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Association, as custodian and administrator of the Road and Entry Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto the Association an express lien against each tract of the subdivision to secure all obligations of the tract owner or owners of said tract imposed upon such owner, or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code Sec. 51.002) or a vendors lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. Said lien and all other provisions of this agreement shall be secondary and subordinate, however to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purposes of funding purchase of the tract, making repairs or constructing dwelling or any other improvements whatsoever on any portion of any tract, or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provision of this agreement, in whole or in part, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veteran's Land Board of the State of Texas ( the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge; however, payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

Any person negligently or willfully damaging or destroying all or any portion of the roads shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuit, or settlement agreement arising out of such damage or destruction, to repair such damage or destructions, to the extent of such funds.

Association shall have, and it is hereby granted, the full right, power and authority to dedicate and/or convey all of its rights, titles and interests in and to the roads or any part thereof and the Road and Entry Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as Blanco County or a public district having such powers. All references to Association shall apply with equal force and effect to any successor in interest to Association.

#### IX. ENFORCEMENT

The restrictions, conditions and use limitations herein set forth shall be binding upon Declarant, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each tract, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such parties shall be liable except in respect to breaches committed during his or their ownership of said tract. In the event of the violation of any such restriction, condition and use limitation herein mentioned, Declarant, or the owners of any tract in the subdivision, or the Association, its successors and assigns, shall have the right to enforce observation or performance of the provisions of this instrument, and if any party or parties violate or attempt to violate any of the restrictions, conditions, or use limitations, contained herein, then it shall be lawful for such parties, or any of them, to prosecute proceedings at law or in equity against the party violating or attempting to violate the same, either to prevent such violations, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

#### X. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not effect any of the other provisions which shall remain in full force and effect.

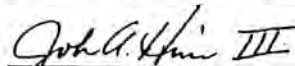
## XI. MISCELLANEOUS

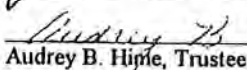
If through error or oversight or mistake any owner of a tract of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other tracts of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of tracts of said land to change, alter or violate any of the restrictions and limitations herein contained.

## XII. FURTHER DEVELOPMENT

Declarant or the Board of Directors of the Las Colinas Ranch Property Owners' Association hereby retains the right, in the furtherance of the plan for the development of such property as a Rural neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgement and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the plan for the development of such property.

Hime Living Trust, dated June 24, 1991

  
\_\_\_\_\_  
John A. Hime, III, Trustee

  
\_\_\_\_\_  
Audrey B. Hime, Trustee

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 27th day of March, 1996, by John A. Hime, III, Trustee, and Audrey B. Hime, Trustee.



Sharyn Kirkland  
Notary Public, State of Texas

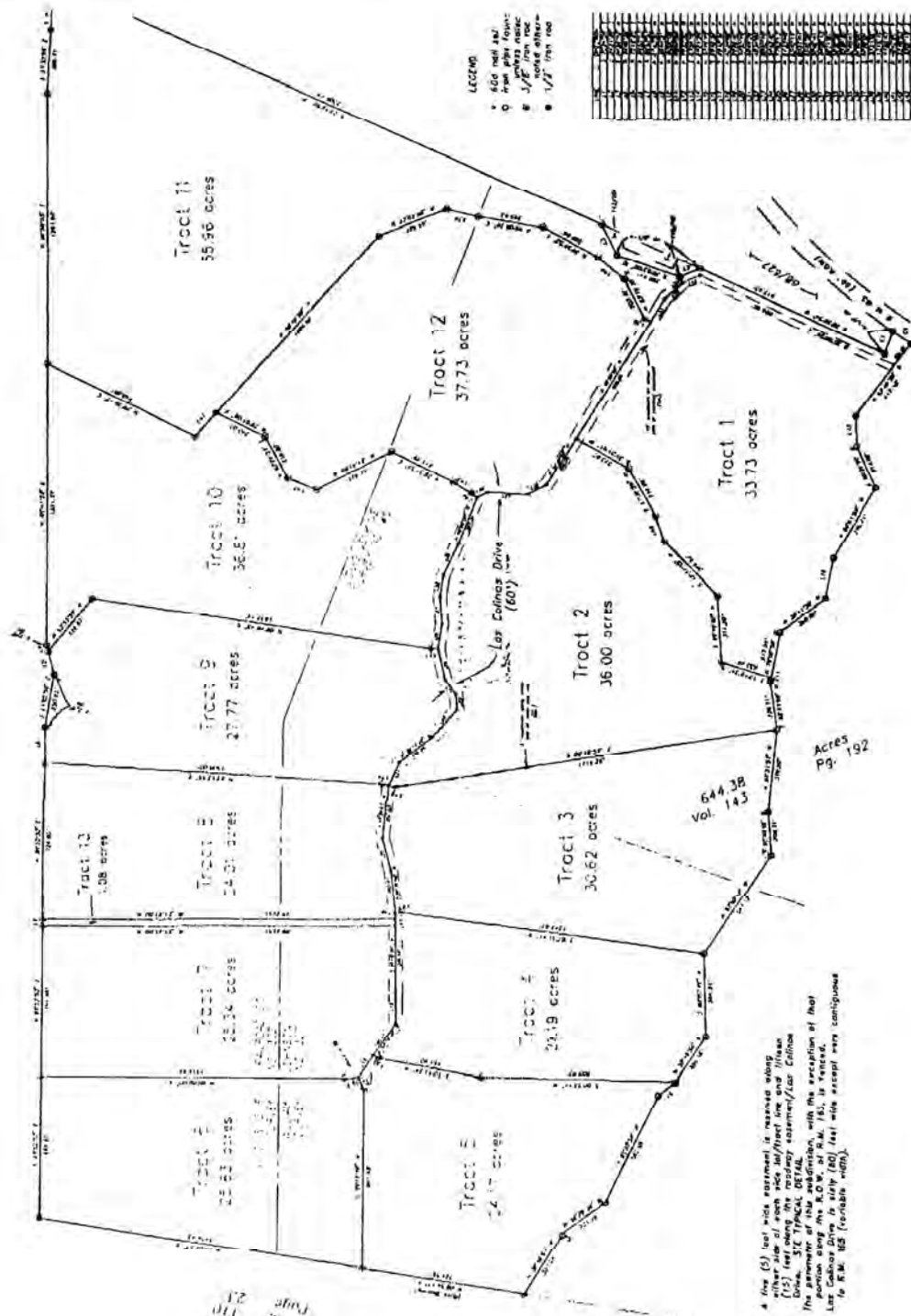
Sharyn Kirkland  
Printed Name of Notary  
Notary's commission expires:

PREPARED IN THE LAW OFFICE OF:

Dean C. Myane  
P. O. Box 787  
Blanco, Texas 78606

Page 10 Las Colinas Ranch Subdivision Restrictions  
FILED FOR RECORD MARCH 28, 1996 at 8:10 A.M.  
DOROTHY UECKER, CLERK, BLANCO COUNTY TEXAS  
RECORDED MARCH 29, 1996 at 9:00 A.M.

# Las Colinas Ranch



NOTES: A 100' wide easement is reserved along the perimeter of the property. A 450' wide easement is reserved along the perimeter of the property. A 600' wide easement is reserved along the perimeter of the property. SEE TYPICAL DETAIL. The easement along the 4.00' wide road with the exception of that along Las Colinas Drive is 100' wide with easement every 100' to R.M. 88 (variable width).

Page 21

U-178  
P-847

962305

**AMENDED  
DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS  
FOR  
LAS COLINAS RANCH SUBDIVISION**

**COPY**

STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BLANCO )

That WHEREAS heretofore in DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAS COLINAS RANCH SUBDIVISION (herein called "Declaration"), restrictions and covenants for land use were promulgated and recorded in Volume 170, Pages 811-820 of the Official Public Records of Blanco County, Texas, incorporated herein by reference for all purposes;

WHEREAS, said Declaration provided that the owners of two-thirds (2/3) of the tracts in said subdivision have the right and privilege of amending any one of these restrictions; either as to their application to a particular lot or Las Colinas Ranch Subdivision as a whole; and

WHEREAS, Declarant, the Hime Living Trust, dated June 24, 1991, the owner of two-thirds (2/3) of the tracts in said subdivision is desirous of amending the original Declaration and the following shall constitute the covenants and restrictions on Las Colinas Ranch Subdivision, to wit:

**I. AMENDED LAND USE**

(1) Discharge of firearms in the Subdivision for hunting and other recreational purposes is prohibited EXCEPT Declarant and it's Trustees are permitted to discharge firearms for hunting and other recreational purposes on all tracts owned by Declarant.

Page 1 Amended Declaration of Easements, Covenants and Restrictions for  
Las Colinas Ranch Subdivision

Declarant hereby ratifies, reaffirms and republishes the Declaration in all respects other than those mentioned.

Hime Living Trust, dated June 24, 1991

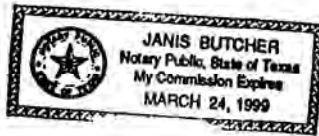
John A. Hime, III  
John A. Hime, III, Trustee

Audrey B. Hime  
Audrey B. Hime, Trustee

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on the 5<sup>th</sup> day of Dec., 1996, by John A. Hime, III, Trustee, and Audrey B. Hime, Trustee.



Janis Butcher  
Notary Public, State of Texas

Janis L. Butcher  
Printed Name of Notary  
Notary's commission expires: 3-24-99

PREPARED IN THE LAW OFFICE OF:

Dean C. Myant  
P. O. Box 787  
Blanco, Texas 78606

Page 2 Amended Declaration of Easements, Covenants and Restrictions for  
Las Colinas Ranch Subdivision

FILED FOR RECORD DECEMBER 9, 1996 at 10:54 A.M.  
DOROTHY UECKER, CLERK, BLANCO COUNTY TEXAS  
RECORDED DECEMBER 9, 1996 at 3:27 P.M.



971041

V. 18.3 pg 770-772

**SECOND  
AMENDED  
DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS  
FOR  
LAS COLINAS RANCH SUBDIVISION**

**COPY**

STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO )

That WHEREAS heretofore DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAS COLINAS RANCH SUBDIVISION (herein called "Declaration"), promulgated and recorded in Volume 170, Pages 811-820 of the Official Public Records of Blanco County, Texas, and AMENDED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAS COLINAS RANCH SUBDIVISION (herein called "First Amended Declaration"), promulgated and recorded in Volume 178, Page 847 of the Official Public Records of Blanco County, Texas; same incorporated herein by reference for all purposes;

WHEREAS, said Declaration provided that the owners of two-thirds (2/3) of the tracts in said subdivision have the right and privilege of amending any one of these restrictions; either as to their application to a particular lot or Las Colinas Ranch Subdivision as a whole; and

WHEREAS, Declarant, and Chris Copeland, and wife, Kelli Copeland (herein called COPELAND), owner of Tract No. 13 are the owners of two-thirds (2/3) of the tracts in said subdivision and are desirous of amending the original Declaration and First Amended Declaration and the following shall constitute the covenants and restrictions on Las Colinas Ranch Subdivision, to wit:

**III. AMENDED ARCHITECTURAL RESTRICTIONS**

**(1) DWELLING SIZE:**

The total floor area of the enclosed main structure of any single family residence, exclusive of patios, open porches, carports, and garages, shall contain not less than 1,500 square feet of primary residence. Secondary living quarters (such as guest house, maids or caretakers house) may be permitted if such structure's design is approved by the Board of Directors of the Las Colinas Ranch Property owners Association.

VI. AMENDED AMENDMENT

At any time the owners of the legal title to sixty-seven percent (67%) of the tracts in the subdivision (shown by the records of the County Clerk of Blanco County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Blanco County, Texas, except that, prior to initial sale of all tracts no such amendment shall be valid or effective without the joinder of Declarant, its successors or assigns.

VII. AMENDED DURATION OF RESTRICTIONS

These restrictions and covenants are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the present owners of not less than sixty-seven percent (67%) of the tracts within the subdivision (as shown by the records of the County Clerk of Blanco County, Texas) has been recorded in the Deed Records of Blanco County, Texas, terminating these restrictions and covenants.

VIII. AMENDED LANDOWNER'S AGREEMENT

Any person negligently or willfully damaging or destroying all or any portion of the roads shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuit, or settlement agreement arising out of such damage or destruction, to repair such damage or destruction, to the extent of such funds. Damage to roads shall include, but is not limited to, damage or destruction to the entrance gate, rockwork and support columns, caused by willful or negligent act or omission of tract owner, tract owner's family, guests, either invited or uninvited, employees and service providers.

Declarant and COPELAND hereby ratifies, reaffirms and republishes the Declaration and First Amended Declaration in all respects other than those mentioned.

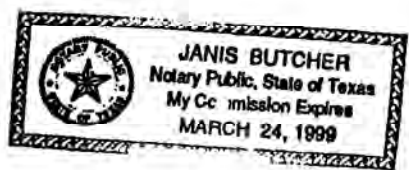
Hime Living Trust, dated June 24, 1991

  
John A. Hime, III, Trustee

*[Signature]*  
 Chris Copeland, Owner of Tract No. 13  
*[Signature]*  
 Kelli Copeland, Owner of Tract No. 13

STATE OF TEXAS )  
 COUNTY OF ~~BLANCO~~ )  
                   TRAVIS

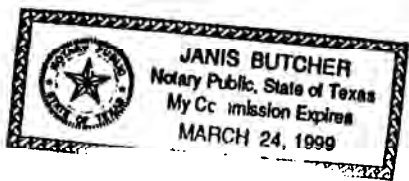
This instrument was acknowledged before me on the 28 day of May, 1997, by John A. Hime, III, Trustee, and Audrey B. Hime, Trustee.



*[Signature]*  
 Notary Public, State of Texas  
*[Signature]*  
 Printed Name of Notary  
 Notary's commission expires: 3/24/99

STATE OF TEXAS )  
 COUNTY OF TRAVIS )

This instrument was acknowledged before me on the 28 day of May, 1997, by Chris Copeland, and wife, Kelli Copeland, owner of Tract No. 13.



x *[Signature]*  
 Notary Public, State of Texas  
*[Signature]*  
 Printed Name of Notary  
 Notary's commission expires:

PREPARED IN THE LAW OFFICE OF:

Dean C. Myanc  
 P. O. Box 787  
 Blanco, Texas 78606

FILED FOR RECORD

At 12:31 O'clock P M

JUN 9 1997

DOROTHY UECKER

Clerk, U.S. Court, State of Texas

By Doris Schaeferkoeter Deputy

THE STATE OF TEXAS )  
COUNTY OF BLANCO ) I, DOROTHY UECKER, Clerk of Blanco County do hereby  
certify that the foregoing instrument was filed on the date and time stated herein  
and duly recorded this 4th day of June A.D. 19 97  
at 1:06 o'clock P.M. in the OFFICIAL PUBLIC RECORDS of said County,  
in Volume 183 on Pages 770-772. Wherein I have affixed seal  
of the County Court of said County, at office in Johnson City, the day and year last  
above written.

DOROTHY UECKER, CLERK  
COUNTY COURT, BLANCO COUNTY

BY: Doris Schaeferkoeter  
Doris Schaeferkoeter

19

050869

Filed this 21 day of March 2005  
8:58 AM.

**THIRD  
AMENDED  
DECLARATION OF  
COVENANTS AND RESTRICTIONS**

KAREN NEWMAN  
County Clerk, Blanco County, Texas  
*[Signature]* Deputy

STATE OF TEXAS )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO )

That WHEREAS heretofore in DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAS COLINAS RANCH SUBDIVISION (herein called "Declaration"), restrictions and covenants for land use were promulgated and recorded in Volume 170, Pages 811-820 of the Official Public Records of Blanco County, Texas, and AMENDED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAS COLINAS RANCH SUBDIVISION, (herein called "First Amended Declaration:), promulgated and recorded in Volume 178, Page 847 of the Official Public Records of Blanco County, Texas, and incorporated herein by reference for all purposes; and SECOND AMENDED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LAS COLINAS RANCH SUBDIVISION, (herein called "Second Amended Declaration:), promulgated and recorded in Volume 183, Page 770 of the Official Public Records of Blanco County, Texas; same incorporated herein by reference for all purposes;

WHEREAS, said Declaration was amended to provide that the owners of 67% of the tracts in said subdivision have the right and privilege of amending any one of these restrictions; either as to their application to a particular lot or Las Colinas Ranch Subdivision as a whole; and

WHEREAS, John A. Hime, III, individually, the successor to Declarant, the Hime Living Trust, dated June 24, 1991, and the other owners whose names are subscribed below are the owners of 67% of the tracts in said subdivision are desirous of amending the original Declaration and the First and Second Amended Declared and the following shall constitute amendments to the covenants

Page 1 Third Amended Declaration of Easements, Covenants and Restrictions for Las Colinas Ranch Subdivision

and restrictions on Las Colinas Ranch Subdivision, to wit:

VIII. AMENDED LANDOWNER'S AGREEMENT

"Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a tract. The association shall have only one (1) class of voting members, as follows:

Class A members shall be all tract owners, and shall be entitled to one (1) vote for each tract owned. A tract shall be considered as "owned" when legal, record title thereto has been transferred to a party. When more than one person owns or holds an interest in a particular tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves; provided, however, in no event shall more than one vote be cast with respect to any tract owned by Class A members.

In the event a tract is subdivided in accordance with the herein described Restrictions and Amended Restrictions, the owners of each subdivided tract shall be Class A members, and shall be entitled to one (1) vote for each tract owned."

The owners whose names are subscribed below hereby ratify, reaffirm and republish the Declaration and First and Second Amended Declarations in all respects other than those mentioned.

Tracts 1- 5 Owner

*John A. Hime, III*  
John A. Hime, III, individually

STATE OF TEXAS        )  
COUNTY OF *Texas*    )

This instrument was acknowledged before me on the 20th day of February, 2005, by John A. Hime, III, Individually



*Carolyn S. Horne*  
Notary Public, State of Texas

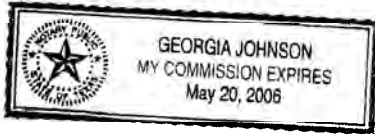
Tract 12 Owner

William G. Vaughn  
ATTORNEY IN FACT

STATE OF TEXAS )

COUNTY OF Hays )

This instrument was acknowledged before me on the 28 day of February, 2005. by William E Vaughn.



Georgia Johnson  
Notary Public, State of Texas

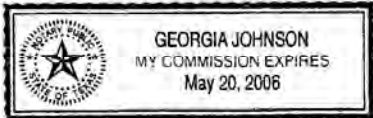
Tract 11 Owner

William E. Vaughn

STATE OF TEXAS )

COUNTY OF Hays )

This instrument was acknowledged before me on the 28 day of February, 2005, by William E Vaughn



Georgia Johnson  
Notary Public, State of Texas



Tract 7 Owner

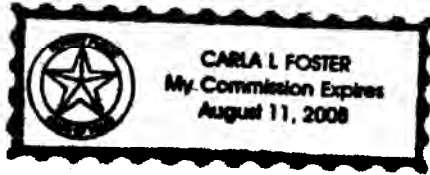
Brenda Brown & Ron Brown

STATE OF TEXAS )

COUNTY OF Tarrant )

This instrument was acknowledged before me on the 28<sup>th</sup> day of February, 2005, by Brenda Brown & Ron Brown.

Carla L. Foster  
Notary Public, State of Texas



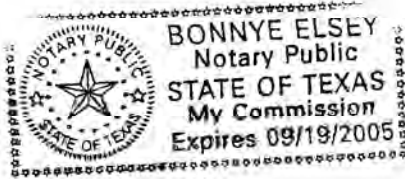
Tract 6 Owner

Joanne M Fischer

STATE OF TEXAS )

COUNTY OF Blanco )

This instrument was acknowledged before me on the 10<sup>th</sup> day of March, 2005. by Joanne M Fischer.



Bonnie Elsey  
Notary Public, State of Texas

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

**MAR 24 2005**



Loren Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

*file copy*

**BYLAWS OF  
LAS COLINAS RANCH PROPERTY OWNERS ASSOCIATION  
A NON-PROFIT CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is LAS COLINAS RANCH PROPERTY OWNERS ASSOCIATION. The principal office of the corporation will be located at PO Box 162445, but meetings of members and directors may be designated by the board of directors. Quota 78716

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" means and refers to Las Colinas Ranch Property Owners Association, its successors and assigns.

Section 2. "Common area" means all real property owned by the association for the common use and enjoyment of the owners.

Section 3. "Declarant" means and refers to John A. Hime, III, and wife, Audrey B. Hime, as the Trustees of the Hime Living Trust, as well as its successors and assigns if such successors or assigns should acquire more than one undeveloped tract from the declarant for the purpose of development.

Section 4. "Restrictions" means and refers to the declaration of covenants, conditions, and restrictions applicable to the subdivision and recorded on \_\_\_\_\_, in the office of the county clerk of Blanco County, Texas, in Vol. \_\_\_\_\_, Page \_\_\_\_\_.

Section 5. "Tract" means and refers to any plot of land shown on the recorded subdivision plat with the exception of the common area.

Section 6. "Member" means and refers to those persons entitled to membership in the association as provided in the restrictions.

Section 7. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any tract which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 8. "Subdivision" means and refers to that certain tract of real property described in the restrictions, and such additions to that tract as may be brought within the jurisdiction of the association pursuant to the provisions of the restrictions.

### ARTICLE III MEETINGS OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of members will be held within one (1) year from the date of incorporation of the association or not later than thirty (30) days after fifty percent (50%) of the tracts have been sold, whichever first occurs. Subsequent annual meetings of members will be held on the same day of the same month of each year thereafter at 7:00 p.m. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of members may be called at any time by the president or by the board of directors, or on written request of one-fourth (1/4) (members who are entitled to vote one-fourth of all votes of the Class A membership).

**Section 3. Notice of Meetings.** Written notice of each meeting of members will be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the association or supplied by such member to the association for the purpose of receiving notice. The notice will specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership will constitute a quorum for authorization of any action, except as may otherwise be provided in the restrictions, the articles of incorporation, or these bylaws. If a quorum is not present at any meeting, the members entitled to vote will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies will be in writing and filed with the secretary. Proxies will be revocable, and the proxy of any owner will automatically terminate on conveyance by such owner of his or her tract.

### ARTICLE IV. BOARD OF DIRECTORS

**Section 1. Number and Qualifications.** The affairs of the association will be managed by a board of three (3) directors, who will be members of the association. Declarant shall appoint the first three (3) members of the board of directors who shall each serve for the first year after the first annual meeting; thereafter, the board of directors shall be elected as per Article IV. Section 3.

**Section 2. Nomination.** Nomination for election to the board of directors may be by nominating committee, and may also be made from the floor at any annual meeting of members. The nominating committee will consist of a chairperson who is a member of the board of directors, and two or more members of the association. The committee will be appointed by the board of

directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment will be announced at each annual meeting. The nominating committee will make as many nominations for election to the board of directors as it will in its discretion determine, but in no event will it nominate less than the number of vacancies to be filled.

**Section 3. Election.** Election to the board of directors will be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the restrictions. Persons receiving the largest number of votes will be elected. Cumulative voting is permitted in favor of candidates for fewer than all the vacancies, provided that any member who intends to cumulate his or her votes must give written notice of such intention to the secretary of the association on or before the day preceding the election at which such member intends to cumulate his or her votes.

**Section 4. Meetings.**

(a) **Regular Meetings.** Regular meetings of the board of directors will be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. In the event the regular date for a meeting falls on a legal holiday, such meeting will be held at the same time on the next following day which is not a legal holiday.

(b) **Special Meetings.** Special meetings of the board of directors will be held when called by the president of the association, or by any two directors, after not less than two (2) days' notice to each director.

(c) **Quorum.** A majority of the directors will constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present will constitute the act or decision of the board.

**Section 5. Powers.** The board of directors will have power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and facilities, including the personal conduct of the members and their guests in using them; and to establish penalties for infractions of such rules and regulations;

(b) Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty 30 days for infraction of published rules and regulations;

(c) Exercise on behalf of the association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the restrictions, articles of incorporation, or by other provisions of these bylaws;

(d) Declare the office of a member of the board of directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the board of directors; and

(e) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

**Section 6. Duties.** It will be the duty of the board of directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth (1/4) of the Class A members entitled to vote at the meeting;

(b) Supervise all officers, agents, and employees of the association and see to it that their duties are properly performed;

(c) As more fully provided in the restrictions, to:

(1) Fix the amount of the annual assessment against each tract at least thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same;

(2) Prior to due date send written notice of each assessment to every owner subject to the assessment at least thirty (30) days prior to the due date, or to bring an action at law against the owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the association (if economically feasible);

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the common area to be maintained.

**Section 7. Term of Office.** At the each annual meeting, the members will elect three directors for a term of one year each.

**Section 8. Compensation.** No director will receive compensation for any service he or she may render to the association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

**Section 9. Removal.** Any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation, or removal of a director, his or her successor will be selected by the remaining members of the board and will serve for the unexpired term of his or her predecessor.

## ARTICLE V OFFICERS

**Section 1. Enumeration of Offices.** The officers of the association will be a president and vice president, who will at all times be members of the board of directors, and a secretary, treasurer, and such other officers as the board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers will take place at the first meeting of the board of directors following each annual meeting of members.

**Section 3. Term.** The officers of the association will be elected annually by the board. Each will hold office for a term of one (1) year unless he or she will sooner resign, or will be removed or otherwise disqualified to serve.

**Section 4. Special Appointments.** The board may elect such other officers as the affairs in the association may require, each of whom will hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy will serve for the unexpired term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person will simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

(a) **President.** The president will preside at all meetings of the board of directors, will see that orders and resolutions of the board are carried out, will sign all leases, mortgages, deeds, and other instruments, and will cosign all checks and promissory notes.

(b) **Secretary.** The secretary will record the votes and keep the minutes of all meetings and proceedings of the board and of the members, keep the corporate seal of the association and affix it to all papers so requiring; serve notice of meetings of the board and of members, keep appropriate current records showing the members of the association together with their addresses, and perform such other duties as may be required by the board or by law.

(c) **Treasurer.** The treasurer will receive and deposit in appropriate bank accounts all funds of the association, and will disburse such funds as directed by resolution of the board of directors; will sign all checks and promissory notes of the association; will keep proper books of account; will cause an annual audit of the association books to be made by a certified public accountant at the completion of each fiscal year; and will prepare an annual budget and statement of income and expenditures, a copy of which documents will be delivered to each member, and a report on which will be given at the regular annual meeting of members.

## ARTICLE VI COMMITTEES

The board of directors may appoint such other committees as it may deem appropriate in the performance of its duties.

## ARTICLE VII ASSESSMENTS

As more fully provided in the restrictions, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the rate of ten percent (10%) per annum, and the association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of his or her tract.

## ARTICLE VIII BOOKS AND RECORDS; INSPECTION

The books, records, papers of the association will be subject to inspection by any member during ordinary business hours. The declaration, articles of incorporation, and bylaws of the association will be available for inspection by any member at the principal office of the association, where copies will be made available for sale at a reasonable price.

## ARTICLE IX CORPORATE SEAL

The association will have a seal in circular form having within its circumference the words:

\_\_\_\_\_

## ARTICLE X FISCAL YEAR

\_\_\_\_\_ (The fiscal year of the association will be the calendar year, except that the first fiscal period will begin on the date of incorporation and will end on December 31st of the year of incorporation.)

## ARTICLE XI AMENDMENTS

These bylaws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy.



ARTICLE XII  
CONFLICTS WITH ARTICLES OF  
INCORPORATION OR RESTRICTIONS OF COVENANTS

In the case of any conflict between the articles of incorporation and these bylaws, the articles will control. In the case of any conflict between the restrictions and these bylaws, the restrictions will control.

Hime Living Trust, dated June 24, 1991

John A. Hime III  
John A. Hime, III, Trustee  
Audrey B. Hime  
Audrey B. Hime, Trustee

STATE OF TEXAS )

COUNTY OF BLANCO )

This instrument was acknowledged before me on the 27th day of March, 1996, by John A. Hime, III, Trustee, and Audrey B. Hime, Trustee.



Sharyn Kirklund  
Notary Public, State of Texas  
Sharyn Kirklund  
Printed Name of Notary  
Notary's commission expires:

<p>FILED          In the Office of the          Secretary of State of Texas  <b>NOV 12 1997</b>          Corporations Section</p>
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**ARTICLES OF INCORPORATION  
 OF  
 LAS COLINAS PROPERTY OWNERS ASSOCIATION**

The undersigned persons, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, as set forth in Texas Revised Statutes articles 1396-1 01 et seq , adopt the following Articles of Incorporation for such corporation

ARTICLE I

The name of the corporation is LAS COLINAS PROPERTY OWNERS ASSOCIATION

ARTICLE II

The corporation is a not-for-profit corporation

ARTICLE III

The corporation will have perpetual duration

ARTICLE IV

The purposes for which the corporation is formed are to receive, hold, care for, invest in and operate real and personal property, and to use and distribute, no less frequently than annually, all its income, as well as any or all principal that it will receive in charitable gifts, to be applied, consistently with existing laws, for the benefit of Las Colinas Subdivision. No part of the net earnings or of the principal will inure to the benefit of any private shareholder or individual. No substantial part of the activities of the corporation, or of any recipient of its funds, will be to carry on propaganda or otherwise to attempt to influence legislation

ARTICLE V

The corporation will have a membership distinct from the board of directors. The authorized number and qualifications of the members of the corporation, the manner of their admission, the different classes of membership, if any, the property, voting (other than cumulative voting rights), and other rights and privileges of members, and then liability for dues and assessments and the method of collection of such dues and assessments, will be set forth in the bylaws

THE STATE OF TEXAS  
 COUNTY OF DALLAS  
 FILED FOR RECORD  
 NOV 12 1997

ARTICLE VI

The street address of the initial registered office of the corporation is 508 8th Street, Blanco, Blanco County, Texas. The name of its initial registered agent at such address is Dean C. Myane, Attorney at Law.

ARTICLE VII

The powers of this corporation will be exercised, its property controlled, and its affairs conducted by a board of directors. The number of directors of the corporation will be three (3), provided, however, that such number may be changed by a bylaw duly adopted pursuant to the bylaws of this corporation.

The directors named in these articles as the first board of directors will hold office until the first meeting of members, to be held \_\_\_\_\_.

Directors elected at the first annual meeting, and at all times afterwards, will serve for a term of one (1) year until the first annual meeting of members following the election of directors and until the qualification of the successors in office. Annual meetings will be held as needed.

Any action required or permitted to be taken by the board of directors under any provision of law may be taken without a meeting, if all the members of the board will individually or collectively consent in writing to such action. Such written consent or consents will be filed with the minutes of the proceedings of the board, and any such action by written consent will have the same force and effect as if taken by unanimous vote of the directors. Any certificate or other document filed under any provision of law that relates to action so taken will state that the action was taken by unanimous written consent of the board of directors without a meeting and that the articles of incorporation and organization and administration of this corporation authorize the directors to so act. Such a statement will be prima facie evidence of such authority.

The names and residential addresses of the persons who are to serve as the initial directors are:

Bob Ambrosino

Social Security No. 121-348-8609

8200 Neely Drive, Austin, Texas 78759

Ron Brown

Social Security No. 466-70-6834

11213 Salt Cedar Trail, Austin, Texas 78750

Frank Cretini

Social Security No. 433-17-8016

4001 Chamasa Drive, Austin, Texas 78730

ARTICLE VIII

The name and street address of the incorporator is  
Frank Cretini  
4001 Chamisa Drive, Austin, Texas 78730

ARTICLE IX

The board of directors will elect the following officers

- President
- Vice-President
- Secretary

and such other officers as the bylaws of this corporation may authorize the directors to elect from time to time. Initially such officers will be elected at the first annual meeting of the board of directors. Until such election is held, the following persons will serve as corporate officers.

- Frank Cretini, President
- Ron Brown, Vice-President
- Bob Ambrosino, Secretary

ARTICLE X

Subject to the limitations contained in the bylaws and any limitations set forth in the Texas Non-Profit Corporation Act described above, concerning corporate action that is required to be authorized or approved by the members of the corporation, the bylaws of this corporation may be made, altered, rescinded, added to, or new bylaws may be adopted, either by a resolution of the board of directors or by following the procedure set forth for such action in the bylaws

ARTICLE XI

The property of this corporation is irrevocably dedicated to religious purposes and no part of the net income or assets of this corporation will ever inure to the benefit of any director, officer, or member of the corporation, or to the benefit of any private individual

ARTICLE XII

Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation will be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for religious purposes, and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue code of 1986, or corresponding provisions of any subsequent federal tax laws

CONFIDENTIAL

ARTICLE XIII

Amendments to these articles of incorporation may be proposed by a resolution adopted by the board of directors and presented to a quorum of members for their vote. Amendments may be adopted by a vote of two-thirds of a quorum of members of the corporation.

ARTICLE XIV

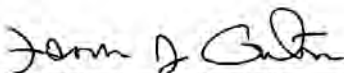
Anything in these articles of incorporation to the contrary notwithstanding, the purpose or purposes for which this corporation is organized are limited to those that will qualify it as an exempt organization under Internal Revenue Code Section 501(c)(3), including, for such purposes, the making of distributions to organizations that qualify as tax-exempt organizations under such code.

This corporation will not, as a substantial part of its activities, carry on propaganda or otherwise attempt to influence legislation. This corporation will not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, will inure to the benefit of any private person or individual or any member or director of this corporation. On liquidation or dissolution all properties and assets of this corporation remaining after paying or providing for all debts and obligations will be distributed and paid over to such fund, foundation, or corporation organized and operated for charitable or religious purposes as the board of directors will determine, and as will at the time qualify as a tax-exempt organization under Internal Revenue Code Section 501(c)(3), or as the same may be amended.

I, the undersigned, being the incorporator of this corporation, for the purpose of forming this nonprofit charitable corporation under the Laws of Texas, have executed these articles of incorporation on October 27, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand, this 27 day of October, A. D., 1997.

  
\_\_\_\_\_  
Frank Cretini

10/27/97 10:50 AM

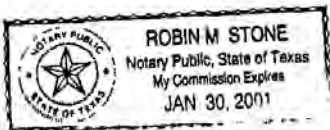
THE STATE OF TEXAS )  
                                  TRAVIS  
COUNTY OF BLANCO )

I, Robin M. Stone, a notary public, do hereby certify that on the 27 day of October, 1997, personally appeared before me Frank Cretini who being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true

Notary Public, State of Texas

Robin M Stone  
Printed Name of Notary

Notary's Commission Expires 1-30-2001



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