

**AMENDED DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION of EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made this 23 day of May 2024, by YO RANCH HEADQUARTERS LANDOWNERS ASSOCIATION (the "**Association**") with the approval of YO Ranch Partners LP, a Texas limited partnership (the "**Declarant**").

RECITALS:

A. Declarant caused to be recorded the Declaration of Easements, Covenants, Conditions and Restrictions in the Official Public Records of Kerr at Document No. 23-01950 (the "**Original Declaration**") to create a ranch development on certain real property owned by Declarant comprising approximately 3,200 acres in Kerr County, Texas and described on the attached Exhibit "A" (the "**Property**") to provide for the preservation of the values and amenities of the Property and its historical legacy as a ranch, and to govern and serve the Property, its owners and residents.

B. Declarant caused the Association to be incorporated as a non-profit corporation under the laws of the State of Texas, which corporation has been delegated and assigned the powers of maintaining and administering the Property and facilities, administering, and enforcing the covenants, conditions and restrictions, and collection and disbursing the assessments and charges.

C. This amendment is made during the Declarant Control Period, as defined in the Original Declaration, and this instrument is executed and acknowledged by the Board President, who by his signature below, certifies that this amendment has been approved by an affirmative vote of a majority of the directors of the Board of the Association and is made with the consent and approval of the Declarant in accordance with Section 19 of the Original Declaration;

D. The Association, with the approval of the Declarant, has determined that it needs to amend, supersede, and replace the Original Declaration with this Declaration,

E. For such purposes, the Association and the Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof and replaces in their entirety the covenants, conditions, restrictions, easements, charges, and liens set forth in the Original Declaration.

NOW, THEREFORE, the Association, with the approval of the Declarant, declares that the Property, and such additions thereto as may hereafter be made, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth:

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

A. "**Access Roads**" means the Main Road and the Secondary Roads.

B. **“Agricultural Purposes”** means and includes running livestock or exotic animals, hunting, trapping, and taking of all wild animals and wild birds.

C. **“Architectural Control Committee”** or **“ACC”** shall mean and refer to that Committee as defined in Section 10 hereof; provided, however, that the Architectural Control Committee shall be appointed by the Declarant during the Declarant Control Period and shall thereafter be elected by the Board of the Association

D. **“Association”** shall mean and refer to YO RANCH HEADQUARTERS LANDOWNERS ASSOCIATION, also known as **“YOHQL,”** a Texas non-profit corporation incorporated by Declarant. The principal address of the Association is currently 1736 Y.O. Ranch Rd NW, Mountain Home, TX 78058.

E. **“Board”** means the Board of Directors of the Association, as established pursuant to the Bylaws and/or other organizational documents of the Association; provided, however, that the Board shall be appointed by the Declarant during the Declarant Control Period and shall thereafter be elected by the members of the Association. The Association shall indemnify every officer of the Association and director of the Board against any and all expenses, including legal fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director.

F. **“Bylaws”** means the Bylaws of the Association, as the same may be amended from time to time.

G. **“Declarant Control Period”** means the period of time ending on the date on which the Declarant has sold and conveyed all of its land in the Property or on such earlier date that the Declarant records a written instrument evidencing its election to terminate its rights under this Declaration to appoint and remove the members of the Board and disapprove any action, policy or program of the Association, the Board or any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant or interfere with the development, construction or marketing of any portion of the Property, or diminish the level of services being provided by the Association.

H. **“Distance from road”** means the distance from the centerline of that road.

I. **“High Fence”** is any fence containing fabric or net wire, or more than four feet in height.

J. **“Lot”** or **“Lots”** shall mean a lot or lots as shown on the Plat (defined below).

K. **“Main Road”** is defined as the YO Ranch Rd. The Main Road is more particularly depicted on the Plat.

L. **“Member”** shall mean and refer to Declarant and each Owner of a fee simple interest in any property within the Property. Each member shall be entitled to one vote for each acre owned and any fractionally ownership interests shall be divided accordingly (for

example if forty acres were owned by tenants in common, each owning a 50% undivided interest, each owner would have twenty votes).

M. “*Open Fires*” include any fire except fire pits or barbecues.

N. “*Owner*” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any property within the Property. The foregoing does not include any persons or entities who hold an interest in any property within the Property merely as security for the performance of an obligation.

O. “*Perimeter Fence*” is defined as any High Fence that is the only high fence between the Property and adjacent property not covered by this Declaration.

P. “*Permittees*” shall mean all visitors, invitees, members, partners, contractors, representatives, licensees and employees of any Owner.

Q. “*Plat*” shall mean that certain plat of the Property recorded under Clerk’s File No. 23-00909 of the Official Public Records of Kerr County, Texas.

R. “*Portable Housing*” shall mean and include, motor homes, camping trailers, campers, buses, or any other kind of portable housing but shall exclude mobile homes.

S. “*Secondary Road*” is defined as any road, driveway or access easement depicted on the Plat which is not the Main Road.

T. “*Wildlife Committee*” shall mean and refer to a standing Committee of the Association as defined in Section 11 hereof; provided, however, that the Wildlife Committee shall be appointed by the Declarant during the Declarant Control Period and shall thereafter be elected by the Board of the Association.

2. Affirmative and Protective Covenants. The Property shall be used and occupied subject to the-following restrictions:

A. Each portion of the Property shall be used for residential, recreational, hunting, ranching, and Agricultural Purposes only. No property shall be used for any Mercantile or Commercial Purpose without a special permit issued by the Board.

B. No Owner shall do any act that is harmful or injurious to any other Owner's property. Included within the meaning of this covenant shall be prohibitions against:

i. Offensive, noxious, profane or unlawful use of the Property.

ii. The use, storage, and disposal of hazardous materials within the neighborhood association's jurisdiction are strictly prohibited, except as may be required for normal farm, ranch, or household use and maintenance, and in compliance with all applicable laws and regulations. Any violation of this provision may result in enforcement

actions by the Association, including fines, legal action, and/or the requirement to remove or remediate the hazardous materials at the owner's expense.

iii. Actions that disturb the peace.

C. Parcel Size

i. Lots shall not be subdivided.

D. Ownership Limitation

i. The maximum number of owners per parcel (single or multiple) is three, except Ownership within a family group is exempt.

ii. Third party ownership (ownership by a partnership, corporation or other such legal entity) is subject to the following restrictions.

1. The Association must be notified in writing within thirty (30) days of purchase of an individual contact person who is authorized to act on behalf of the ownership interest as the Member of record of the Association.

2. The contact person will be understood to act on behalf of the ownership and be responsible to the Association for the activities of the ownership covered by this Declaration including exercise of voting rights.

3. The Association shall be notified in writing within thirty days of any change of the contact person.

E. Permits. No residence, structure, fence (including any High Fence), water tank, windmill or other improvement over two (2) feet tall, except as specifically excluded in this Section 2, shall be erected, placed or altered on any of the Property without submitting documentation showing compliance with the Declaration to the Architectural Control Committee for prior approval. This documentation shall include construction plans and specifications showing dimensions and a site plan showing the location of the structure or other improvements. The Architectural Control Committee shall indicate approval by signing and dating the specified plans, keeping a copy of same in the records of the Association, and issuing a permit for the specified project. Approval granted by the Architectural Control Committee for any construction, modification, or improvement project will expire 90 days after the date of issuance unless construction has commenced. "Commencement of construction" is defined as the beginning of physical work on the site or the delivery of construction materials in preparation for physical site work, which must be substantial enough to indicate a good faith start of construction. Owners who are unable to commence construction within the 90-day period must submit a written request for an extension to the ACC at least 10 days prior to the expiration of the original approval. This request must include a

detailed explanation for the delay and a proposed new start date. The ACC will review the request and may grant an extension based on reasonable grounds such as weather delays, contractor scheduling conflicts, or delays in obtaining necessary permits from local authorities. All decisions made by the ACC regarding extensions will be final. If construction has not commenced and no extension has been granted, the approval automatically expires. The property owner must then reapply for new approval from the ACC if they wish to proceed with the project at a later date. The reapplication must adhere to the same process and standards as the initial application and must consider any amendments to the community standards that may have occurred since the original approval.

F. Building Standards. All construction must comply with the following standards and requirements:

- i. No Improvements will be constructed on any Lot without the prior written approval of the Architectural Committee after submission of plans and specifications drawn in a professional manner by an architect or designer and submitted to the ACC for prior review before construction.
- ii. Variances to the development criteria may be granted at the sole discretion of the ACC. No variances shall be granted unless the general purpose and intent of the covenants and design standards are substantially maintained. Any variance granted shall only be applicable to that specific design and shall not modify or change any standards to the site.
- iii. No improvement greater than thirty-five feet in height measured from the natural ground level to the topmost of the roof shall be constructed on any Lot.
- iv. All residences and other structures constructed or erected shall be of new construction.
- v. Any structure intended for human occupation shall be equipped with electricity (from the power grid or solar), running water, and an approved septic system.
- vi. No prefabricated, pre-assembled or existing residences or garages may be moved onto any of the Property.
- vii. One pre-built or skid mounted structure, having a maximum floor area of 8 ft. x 10 ft., may be placed on a parcel or tract provided that its location and specifications conform with the restrictions contained in this Section 2; provided, however, that each Lot may have one or two prefabricated containers up to 10ft x 40ft as long as the containers are screened from view from neighboring lots or the Access Roads.

- viii. Every effort shall be made to minimize the visual impact of any manmade structure on the Property. No bright colored, shiny, or highly reflective roofs or sidings are permitted on any residence or other structure situated on the Property. To achieve this goal, the ACC shall make rules and set standards as covered in Section 10 below.
- ix. Residences or other structures shall be well screened behind hills or trees to substantially eliminate visibility from the Access Roads, and Owners shall maintain such screening.
- x. Exterior lighting must be installed downward facing and shaded to minimize sky glow, glare, and light trespass, thereby reducing the impact on neighboring properties and the natural night environment. Lot owners must submit detailed specifications of all exterior lighting fixtures to the Architectural Control Committee (ACC) for approval before installation. This submission should include fixture models, placement diagrams, and illumination intensity. Only fixtures that are designed to direct light downward and prevent spillage will be approved.
- xi. Focused lens lights such as spotlights and floodlights shall be aimed below the horizontal plane.
- xii. Other high-powered lights shall be shaded such that the light source, relative to a horizontal plane at the bottom most point of the light source, is not visible when viewed at an angle 90 degrees above through 25 degrees below that horizontal plane.
- xiii. No permit shall be required for unroofed patios, fire pits, barbecues, or other landscaping.
- xiv. No opening or gate shall be made or maintained in the Perimeter Fence for any purpose without approval, in writing, from the Board.
- xv. All residences shall be at least 2,600 square feet and shall have exteriors comprised primarily of brick, stucco, rock or siding, or such other materials as may be approved by the Architectural Control Committee.
- xvi. Any construction commenced on any of the Property must be completed within two (2) years of the time construction is initiated.
- xvii. All structures erected on any lot shall be positioned and designed in such a manner that they are adequately screened behind hills or trees to eliminate visibility from the streets and neighboring properties in order to ensure compliance with community aesthetic and privacy standards. Screening shall be achieved through strategic placement of the structures and landscaping. Screening materials and methods must consist of natural vegetation, fencing, or architectural designs that blend

with the natural surroundings and meet the approval standards set forth by the ACC.

- xviii. All roofing materials used in the construction of structures within the community must be non-reflective and specifically chosen to harmonize with the natural environment surrounding the development. Before any construction begins, Lot owners must submit samples or detailed descriptions of all roofing materials to the Architectural Control Committee (ACC) for approval. Only materials that are non-reflective and color-coordinated with the natural environment will be approved. Reflective materials, such as certain types of metal roofing, glossy finishes, or any other materials that may cause glare, are strictly prohibited.
- xix. All structures within the community are required to have exteriors constructed using specific materials to ensure durability, aesthetic appeal, and harmony with the natural environment. The exterior of all residential structures must be constructed from masonry, metal, rock, or a combination of these materials. Each material must be of high quality and suitable for residential construction as determined by the Architectural Control Committee. Before commencing construction, Owner must submit detailed descriptions and samples of the exterior materials to the ACC for approval. Masonry includes brick, stone, or stucco. The color and style must complement the natural surroundings. Metal must be treated to prevent rust and reduce reflectivity. Color must blend with the natural environment. Natural stone or faux stone products are acceptable, provided they offer a natural appearance and are installed according to manufacturer specifications.
- xx. To maintain a cohesive and natural aesthetic within the community, all exterior surfaces of buildings must adhere to a prescribed color palette that complements the surrounding environment. Painted or stained exteriors of all buildings must be painted or stained in earth tones or other muted colors. Examples of acceptable earth tones include shades of brown, beige, taupe, gray, and subdued greens. Bright, fluorescent, or highly saturated colors are strictly prohibited. Lot owners are required to submit their chosen paint samples to the Architectural Control Committee for approval prior to application. The submission should include a detailed description of the paint including brand, color name, and color code. The ACC shall have the right to request adjustments in the color choice if it deems the submitted color to be out of compliance with the community's aesthetic standards. Owners must maintain the exterior paint in a condition that does not detract from the overall appearance of the community. Should repainting be necessary, owners must adhere to the same approval process for any new paint colors, even if the new color is the same as the original.

- xxi. To maintain the aesthetic integrity of the community and to conform with the overall design standards, all utility installations such as fuel, water, oil, or LPG tanks must be screened from view from the Access Roads or from another Lot. Propane tanks and water tanks installed on any Lot within the community must be either buried, screened, or otherwise concealed using methods such as landscaping, fencing, or architectural features that harmonize with the surrounding environment. Detailed plans for the concealment of these tanks must be submitted to the Architectural Control Committee for approval prior to installation. Lot owners are responsible for the ongoing maintenance of the concealment structures to ensure they remain effective and aesthetically pleasing. Deterioration or damage to the concealment structure must be repaired promptly to restore compliance.
- xxii. To ensure proper drainage and maintain access integrity, all driveways connecting to the asphalt road within the community must include appropriately sized culverts. All driveways that intersect with community asphalt roads must be equipped with culverts that are appropriately sized to handle expected water flow and prevent any drainage backup that might affect the road or neighboring properties. Lot owners planning to install or modify driveways must submit detailed plans for the culvert design to the Architectural Control Committee (ACC) for approval prior to commencement of work. These plans must include specifications such as material, diameter, and placement of the culvert. Culvert installation must conform to local engineering standards and environmental regulations. Lot owners are responsible for the ongoing maintenance of culverts to ensure they remain clear of debris and fully functional. Regular maintenance checks should be conducted, especially after heavy rainfall or flooding events.
- xxiii. To accommodate the needs for safety and privacy, the installation or construction of underground bunkers or shelters is permitted within the community under specific conditions to ensure they are discreet and do not disrupt the aesthetic or structural integrity of the community. Underground bunkers or shelters may be prefabricated and must be installed and constructed in such a way that they are not visible from any public viewpoint, including roads, neighboring properties, and common areas within the community. Lot owners wishing to install or construct underground bunkers or shelters must submit detailed plans to the Architectural Control Committee for approval prior to beginning installation or construction. These plans must include the proposed location, depth, size, method of construction, and landscape restoration plans to conceal the structure. Owners are responsible for the ongoing maintenance and safety of the underground structures. This includes ensuring structural integrity, proper ventilation, and compliance with all applicable local, state, and federal regulations.

- xxiv. Solar panels may only be installed on the roof of the primary residence or in a fenced yard or patio area. Solar panels mounted on the roof of the home: (i) must not extend higher than or beyond the roofline, (ii) must conform to the slope of the roof and have a top edge that is parallel to the roof roofline, (iii) must not have a frame, support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, and (iv) must not be visible from the street unless the alternate location (being visible from the street) increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area not visible from the street. Further, solar panels installed in a fenced area or patio must not be taller than the fence line. All solar panels must be installed in a manner that is safe, complies with applicable law, and does not void its warranty. Finally, no solar panels may be installed without the prior written approval of the ACC.
- xxv. No portion of any Lot will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.
- xxvi. No noise or other nuisance will be permitted to exist or operate on any Lot so as to be offensive or detrimental to any other portion of the Property or to its occupants.
- xxvii. No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Architectural Committee's written consent.
- xxviii. Each Lot on which a residential structure is constructed will be served by an aerobic septic system. Each lot owner must, at its expense, maintain its septic system (and all sprinkler and other associated systems) at all times in accordance with all applicable Association Rules and all federal, State, and local laws, codes, ordinances, rules, and regulations (including without limitation all setback requirements and restrictions). Septic systems should be screened from public view and must be maintained so as not to emit noxious odors or otherwise constitute a nuisance under applicable law.
- xxix. No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from an adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, all-terrain vehicles, motor scooters, sports equipment (such as volleyball nets, soccer goals or portable basketball goals), and garden-maintenance

equipment must be kept at all times, except when in use, in enclosed structures or screened from view, and no repair or maintenance work may be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in areas screened from view. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored, or allowed to accumulate on any Lot unless it is within an enclosed structure or is appropriately screened from view.

G. Setbacks

- i. Permanent structures (homes, barns, sheds, water tanks, windmills, etc.), other than fencing, shall be: (i) placed on the Property at least 500 feet from a Main Road and at least 300 feet from any Property line or Secondary Road, unless the Architectural Control Committee approves a lesser setback; provided, however, that in no instance may the setback be less than 100 feet; (ii) and must be well screened behind hills or trees to eliminate visibility from Access Roads.

H. Fences, Entrances, Road and Driveway Markers

- i. Fences and entrances must be at least 90 feet from the centerline of any Main Road, or at least 60 feet from the centerline of any Secondary Road.
- ii. Fences and entrances placed or constructed on any of the Property shall be of similar design, size and equal quality and shall require approval by the Architectural Control Committee.
- iii. No reflective marker, light, flag, sign, or decorative object shall be placed by an Owner within 90 feet of a Main Road or 60 feet of a Secondary Road except for 911 address markers.

I. Signs

- i. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except for (a) signs that are part of Declarant's overall marketing or construction plans or activities for the Property, (b) one (1) sign no more than five (5) square feet advertising any property within the Subdivision for sale or rent, and (c) one (1) ground-mounted sign no more than four (4) feet by six (6) feet, advertising no more than one (1) political candidate or ballot item for election. All signs shall require prior approval by the Architectural Control Committee.

J. Water and Sewage Systems

- i. Individual water systems and sewage disposal systems shall be located, constructed, equipped, and maintained in compliance with the applicable governmental laws, rules and regulations that apply to Property of fifty (50) acres or less.
- K. Mobile Homes, Motor Homes, etc.
 - i. No mobile homes may be parked or placed on the Property or used as a residence, either temporary or permanent, at any time.
 - ii. No Portable Housing shall be used on any portion of the Property as a permanent or temporary residence, or be stored, except as described below. The owner of a Lot must obtain a permit from the ACC for each occurrence prior to any Portable Housing being placed or used on the Property.
 - iii. Any Portable Housing shall be placed on the Property at least 500 feet from the Main Road and at least 300 feet from any property line or Secondary Road and must be well screened behind hills or trees to eliminate visibility from any road, or other Owner's property.
 - iv. Use is limited and restricted as specified in sub-paragraph 1 through 3 below.
 - 1. Portable Housing may be used on the Property as a temporary hunting lodge or camp during the State white tail deer and turkey hunting seasons.
 - 2. Portable Housing may be used on an individual Owner's property as lodging during times of recreation and vacation for a maximum of twenty- eight (28) days per calendar year.
 - 3. Portable Housing must be promptly removed from the Property when not in use for the foregoing purposes, unless stored in an ACC approved fully enclosed structure.
- L. Hunting Blinds and Feeders
 - i. Hunting blinds and feeders on any of the Property shall be well screened behind hills or trees to substantially eliminate visibility from any road or other Owner's permanent resident.
 - ii. Hunting blinds and feeders must be at least 500 feet from the Main Road and at least 300 feet from any property line or Secondary Road.
- M. The Property shall not be used or maintained as a dumping ground. Trash, garbage, or other waste must be kept in sanitary containers that are not visible from any Main or Secondary Road, or other property. Equipment for the storage and disposal of such

material shall be kept in a clean and sanitary condition. Trash and waste must be hauled off or buried out of view of any Main or Secondary Road or other property. Abandoned vehicles or equipment must be removed from the Property.

N. Fires

- i. Open Fires are not permitted on the Property in violation any governmental burn bans or when conditions are not safe for an Open Fire taking into consideration site conditions, local weather conditions, and fire bans or other governmental restrictions.
- ii. Open Fires shall be monitored at all times by a competent adult knowledgeable in fire safety and control measures until completely extinguished.
- iii. All burns must comply with all local, state, and federal environmental regulations. This includes, but is not limited to, restrictions during dry seasons, air quality controls, and wildlife preservation considerations. Lot owners are responsible for ensuring that burns do not negatively impact the surrounding natural habitat or cause undue air pollution.
- iv. Burning of trash, plastics, rubber, or any materials that emit toxic fumes when burned is strictly prohibited.

O. Hunting and Wildlife Management. It is the intent of the Association to actively manage the environment and the free ranging herds of both native and exotic species through hunting and other methods of herd density control where hunting alone does not sufficiently manage the population.

- i. Hunting shall be permitted on Owner's individual Property only. No hunting is allowed from any Main or Secondary Road or right-of-way.
- ii. Each Owner shall be entitled to harvest annually the quota of animals, whether native, or exotic, on such Owner's Property as the Wildlife Committee determines as provided in Section 11 hereof. Individual hunter's state hunting license requirements and restrictions may also apply.
- iii. No Owner may harvest more than the aforementioned quota of animals. If an Owner desires to harvest more than his quota of animals, he must secure prior written approval of the Wildlife Committee and pay to the Association, in cash, that amount determined by the Association which would be necessary to acquire those animals.
- iv. Alternate Game Harvesting Methods

1. Fee Hunting. If an Owner desires to sell, barter or trade his game to a non-Owner hunter, the Owner must supervise and

accompany the hunter at all times. The Owner must provide prior satisfactory proof of insurance to the Wildlife Committee.

2. Approved Capture Methods. Owners may use approved capture methods, such as netting, darting, or trapping to secure their quota.
3. Licensed Meat Hunters. Owners may use licensed meat hunters to secure their quota.
4. In the event that (1), (2) or (3) above are used, the following conditions must be met:
 - a. A permit must first be obtained from the Wildlife Committee;
 - b. The Wildlife Committee must be notified of the exact date or dates and times for the hunting or trapping operation (except 4(a) hereinabove);
 - c. The Wildlife Committee may, at its discretion, have a representative present (except 4(a) hereinabove);
 - d. The Wildlife Committee shall be provided with a list at the end of each day's activity describing the species and sex of each animal taken. The Committee shall have the right to physically verify this count; and
 - e. Professional hunters or trappers used must provide prior satisfactory proof of insurance to the Wildlife Committee.
5. All disputes concerning specific Owner quotas on any of the Property and any other wildlife disputes shall be handled by the Wildlife Committee.
6. No Owners shall do any act that is designed to be harmful or injurious to the adjacent property Owner. Included within the meaning of this covenant shall be a prohibition against feeding close to a property line.
7. No pigs, peacocks or hogs are allowed on the Property.
8. No Owner may release new species of live wild animals on any of the Property without first securing the consent of the Wildlife Committee.

Owners may introduce domestic or exotic species on their own

property for ranching/farming/hunting as long as the containment of, and health of, said animals is assured, and the Wildlife Committee has inspected the containment methods and given their consent in writing. These animals shall not be counted in the Owner's quota while on his/her property.

To the extent that these animals escape or are allowed out of containment, the Association has no obligation for any claims attributed to the escape.

- P. Oil operations and excavations
- i. No oil development operations, oil refining, quarrying or mining operations or related activities shall be conducted and/or located on any of the Property.
 - ii. Excavations visible from Main or Secondary Roads or adjacent Property shall be restored to a condition similar to the land prior to such excavation.
- Q. Rental Restrictions.
- i. To maintain the residential character and community standards, short-term rentals are strictly prohibited within the community. No residence or other property within the subdivision may be rented for a period of 60 days or less. All rental agreements must be for a period exceeding 60 days to ensure stability and continuity within the community.
 - ii. The Association shall have the right to request proof of compliance with the rental duration requirement at any time.
- R. Each Lot Owner must comply strictly with the provisions of these restrictions as amended from time to time. Failure to comply with any of the restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Construction Committee, the Board on behalf of the Association, or an aggrieved Owner.
- S. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all

risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

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

4. Access Easements; Maintenance of Access Roads. Declarant hereby establishes for the benefit of the Association and all Owners of the Property and their respective Permittees perpetual, non-exclusive access easements over, through and across the Access Roads for vehicular and pedestrian ingress and egress access. The Association may from time to time enact such reasonable rules and regulations relating to speed, safety and use of the Access Roads. Notwithstanding the foregoing, the use of the Access Roads may be subject to interruption by the Association for the performance of its maintenance and repair obligations thereof. No Owner or its Permittees may erect or permit the erection of any curbing, fencing, traffic controls, or other barriers or obstructions on or within the Access Roads. The Access Roads shall be available to the Association, the Owners, and their respective Permittees for continuous access. Notwithstanding the foregoing, portions of the Access Roads may be partially closed by the Association for the performance of ordinary and routine maintenance and repairs. To the extent an Owner has construction vehicles or delivery trucks utilizing any of the Access Roads, such Owner shall promptly and regularly remove any dirt, gravel, mud, trash and other materials or debris left by such vehicles on the Access Roads, and shall repair any and all damage to the Access Roads by such vehicles to the condition that they existed prior to such damage at such Owner's sole cost and expense, so that the Access Roads can continue to be used utilized as provided herein.

The Association shall be responsible for the maintenance, repair, reconstruction and replacement of the Access Roads. Each Owner shall be responsible for reimbursing the Association their respective proportionate share of the costs and expenses incurred by the Association in connection with the maintenance, repair, reconstruction, and replacement of the Access Roads, which costs shall be included in the assessments levied by the Association.

Each Owner shall indemnify and hold the other Owners and the Association harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property resulting from such Owner's, or its Permittees' use of the Access Roads, except to the extent such occurrence is caused by the negligence or willful act or omission in whole or in part by the Association or another Owner or its permittees.

5. Water Feature Easements; Maintenance of Water Feature Facilities. Declarant hereby establishes, for the benefit of the Association, access and use easements over, upon and across

those certain portions out of "Lot 15" and "Lot 19" on the Plat as depicted and described on Exhibit "B" attached hereto and incorporated herein, for the purpose of operating, maintaining, repairing and replacing certain water features and their related facilities (collectively, the "*Water Feature Facilities*") for the benefit of the Property. The Association shall be responsible for the maintenance, repair, reconstruction and replacement of the Water Feature Facilities. Each Owner shall be responsible for reimbursing the Association their respective proportionate share of the costs and expenses incurred by the Association in connection with the maintenance, repair, reconstruction, and replacement of the Water Feature Facilities, which costs shall be included in the assessments levied by the Association.

6. Creation of Lien and Personal Obligations for Assessments. Each Owner (by acceptance of a deed for any portion of the Property whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants, and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such property at the time when the assessment becomes due.

7. Maintenance Charge. The amount of an annual maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. However, until January 1, 2025, such annual maintenance fund charge shall not exceed \$10.00 per acre of land owned in the Property. The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of calendar year 2025 and at the end of each calendar year thereafter, which adjustment shall apply to the succeeding calendar year period.

The annual maintenance fund charge shall be paid by the respective Owners annually on January 1, in advance. If land in the Property becomes subject to the annual maintenance fund charge on a date other than January, the Owner of such land shall pay that prorata part of the annual maintenance fund charge in advance.

All past due maintenance fund charges shall be a debt of the owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time. Such charges shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge. Such charge and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such charge), which will collect all such annual maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting the property subject to any such charge which has been filed for record in Kerr County, Texas, prior to the date payment of such charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed

of trust or other security instrument, or through court proceedings, shall cut off and extinguish the liens securing charges which become due and payable prior to such foreclosure date, but no such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this Section, nor shall the personal obligation of any property owner foreclosed be extinguished by any foreclosure.

8. Purpose of the Maintenance Fund. The maintenance fund charge shall be uniformly imposed upon all lands in the project, and such maintenance fund shall be used exclusively for the following in connection with areas within the Property in respect of which the charge is made:

- a) Accounting, office expense which includes all of the Association accounting, communication expense, office supplies, etc.;
- b) Maintenance of the Access Roads;
- c) Permitted high fence maintenance which includes repair and maintenance of the Perimeter Fence;
- d) Legal expenses incurred by the Association;
- e) The Association income tax preparation which includes cost of annual corporate Federal income tax return;
- f) The Association expense for any security the Association elects to maintain in its sole discretion, it being expressly understood that the Association has no obligation to maintain security and assumes no duty under this Declaration to maintain any security;
- g) The Association expense for wildlife surveys and consultations;
- h) The Association expense for insurance;
- i) The Association expense for trash removal;
- j) Other costs and expenses not referenced above expended towards Association expenses.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by the Owners of the Property through the levy of one or more assessments by the Association.

9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association.

- a. If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Declaration), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest therein and cost of collection thereof as hereinafter provided, thereupon become a

continuing lien on the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common areas or abandonment of his property.

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

10. Architectural Control Committee. No building or other improvements shall be erected, placed or altered on the Property until the owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevation. During the Declarant Control Period, the Architectural Control Committee shall consist of three (3) persons appointed by the Declarant and thereafter shall be appointed by the Board. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

11. Wildlife Committee. During the Declarant Control Period, the Wildlife Committee shall be composed of three members appointed by the Declarant and thereafter by the Board. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of the death or resignation of

any member of the Committee, the remaining members shall have the authority to designate a successor. No compensation shall be due or paid to either the members of the Committee or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the Wildlife Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives who shall thereafter exercise the same powers and duties granted herein to the Wildlife Committee.

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Property. In this regard, the Wildlife Committee shall have an annual wildlife survey ("**Survey**") performed on the Property by a competent wildlife biologist ("**Biologist**") of the Committee's selection. The Survey shall project the total numbers by sex of each species of wildlife on the Property and shall contain the Biologist's recommendation as to harvest numbers by sex for each species. The Wildlife Committee shall use the Survey and the Biologist's harvest recommendations to determine each Owners harvest quotas by sex for each species on such individual Owner's property. In determining such quotas, the Wildlife Committee shall base such quotas on what each Owner's property will produce and such other criteria that the Wildlife Committee deems to be in the best interests of sound management of the wildlife herd on the Property. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2(N) of this Declaration on behalf of the Association and shall sit as a Board of Arbitration with respect to all disputes concerning wildlife between owners. The Committee's decision regarding a dispute between owners concerning wildlife shall be final and shall be binding on all parties thereto.

12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

13. Voting Rights in the Association.

a) Quorum and Notice Requirements.

- i. Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for the purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose or such meeting.
- ii. The quorum required for any action shall be the presence at the meeting of Members, or of proxies, entitled to thirty percent (30%) of all the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth,

and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

- iii. Any provision of this Declaration to the contrary notwithstanding, any action may be taken with the assent given in writing and signed by the Members entitled to cast a majority of the votes of the Association.
- iv. The voting rights of any Member shall be suspended for any period during which any assessment to be paid by such Member remains unpaid.

14. Powers and Duties. The Declarant shall have the sole authority to manage the business and affairs of the Association on a year-to-year basis until the end of the Declarant Control Period. Without limiting the foregoing, Declarant shall have the following powers until the expiration of the Declarant Control Period, whereupon the Board shall have such powers:

- i. To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liability to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, and property damage insurance, and any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- ii. To execute all declarations of ownership and other documents for tax assessment purposes regarding the Property on behalf of all Owners.
- iii. To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- iv. To protect or defend the Property from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
- v. To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any owner for violation of such provisions or rules.
- vi. To contract for all goods, services, and insurance, payment for which is to be made by the Association, and to perform the functions of the Association.

15. Owner's Obligations to Repair. Each owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping the same in good condition and repair. In the event that any owner shall fail to maintain and repair his property and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain

and restore the property and the exterior of the buildings and any other improvements erected thereon; and each owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, the failure of any such owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

16. Perimeter Fence Repair.

- a. Intent. For the Association to meet its responsibility to manage the free ranging wildlife, the integrity of the Perimeter Fence must be maintained.
- b. Maintenance and Repair.
 - i. From time to time, it may be necessary for the Association or its agents to enter private property for the sole purpose of inspecting and maintaining the Perimeter Fence. The Association or its agent shall, with appropriate notice (but not less than twenty (20) days) delivered by certified mail or delivered and signed for, accompanied by the landowner or his/her agent, or with written permission waiving this requirement, enter and effect such inspection. The Association will encourage the Owner or an agent to be present.
 - ii. In the absence of a response to said request, properly served, the Association shall have the assumed right to enter, inspect, and repair as if permission had been granted. Such repair shall be done with a minimum impact to ground and vegetation.
 - iii. Emergency repairs will be made as rapidly as reasonably possible and may be on short notice.
 - iv. Every reasonable effort will be made to avoid inspecting during a State prescribed whitetail deer or turkey season.
- c. Openings Through the Perimeter Fence: No opening or gate shall be made or maintained in the Perimeter Fence for any purpose without approval, in writing, from the Board.

17. Inspection for Compliance. From time to time, it may be necessary for Declarant or the Association or its agents to enter private property to provide services. While providing services, such as security or fire protection, violations of this Declaration may be observed. In cases where violations are observed while services are being performed, reported by other Owners, or there is reason to suspect a violation, the Association may enter and inspect. Owners will be notified in advance of the inspection and given the opportunity to be present within a reasonable length of time whenever possible. Every reasonable effort will be made to avoid inspecting during a State prescribed whitetail deer or turkey season. This right to inspect shall not be interpreted as the creation of a general right to inspect without cause nor shall it be expanded beyond its specific intent.

18. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast sixty six percent (66%) of the votes of the Association has been recorded, agreeing to abolish said Declaration in part.

19. Amendment. This Declaration may only be amended as follows:

A. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of (i) correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, or inadvertent omission, provided that any such amendment shall be consistent in all material respects with and in furtherance of the general plan and scheme of development as evidenced by this Declaration; (ii) bringing any provision into compliance with applicable governmental requirements, or (iii) complying with the requirements promulgated by any governmental authority or utility provider. Additionally, the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or any other party (unless the same would materially adversely affect one or more Lots, in which event the consent of the Owner of the affected Lot(s) shall be required), to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of (y) enabling any title insurance company to issue title insurance coverage on any portion of the Property, and (z) enabling any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee mortgage loans on portions of the Property.

B. This Declaration may be amended from time to time by the recording in the real property records of Kerr County, Texas, of an instrument executed and acknowledged by the president or other authorized officer of the Board of the Association setting forth the amendment and certifying that the amendment has been approved by the Declarant (unless the Declarant Control Period has expired), as follows:

- i. Prior to the expiration of the Declarant Control Period, upon the affirmative vote of a majority of the then-directors of the Board of the Association and the consent and approval of the Declarant.
- ii. After the expiration of the Declarant Control Period, upon the affirmative vote of a majority of the then-directors of the Board of the Association and the approval of fifty percent (50%) of the aggregate votes of the Members of the Association.

20. Books and Records. All Members shall have the right during regular business hours and at the office of the Association to inspect the books and records of the Association.

21. Finality of Determination by Association. It is understood that the judgment of the Declarant, Board, and the Association, in the allocation and expenditure of the maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.

22. Right to Annex Additional Property. The Declarant shall have the right to annex additional property into the Property at any time, until the expiration of the Declarant Control Period, and thereafter, the Association shall have the right to annex additional property into the Property at any time, on such terms and conditions and with such voting rights as the Declarant/Association, as applicable may establish for the annexed property.

23. Dissolution of Association. The Association may be voluntarily dissolved by an affirmative decision of least 66% of the total votes.

24. Exemption of Declarant. Despite any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control of or under the jurisdiction of the Association or the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property. Further, Lots owned by Declarant shall be exempt from any and all maintenance fund charges, fees, fines, other maintenance assessments, or any other assessments of any kind under these Declarations or otherwise

25. Enforcement. Enforcement of these covenants and restrictions shall be in Kerr County, Texas and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Prior to filing any suit, the potential parties to such suit will conduct a mediation in accordance with the mediation procedures provided in the Texas Civil Practices and Remedies Code. If a suit is filed without mediation, such suit shall be abated pending mediation.

26. Acceptance of Declaration. By acceptance of a deed, or by acquiring any ownership interest in any of the Property included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees, and assigns, binds himself, his heirs, personal representatives, successors, transferees, and assigns, to all the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof.

27. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.


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

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

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Association has executed this instrument, with the approval of the Declarant, on this the 23 day of May 2024.

YO RANCH HEADQUARTERS
LANDOWNERS ASSOCIATION

By: 
Christopher Slover, Board President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 23rd day of May 2024 by Christopher Slover, the Board President of YO Ranch Headquarters Landowners Association, a Texas non-profit corporation, acting on behalf of said non-profit corporation, who hereby certifies that this amendment has been approved by an affirmative vote of a majority of the directors of the Board of the Association and is made with the consent and approval of the Declarant.


Notary Public, State of Texas

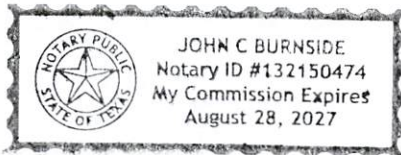


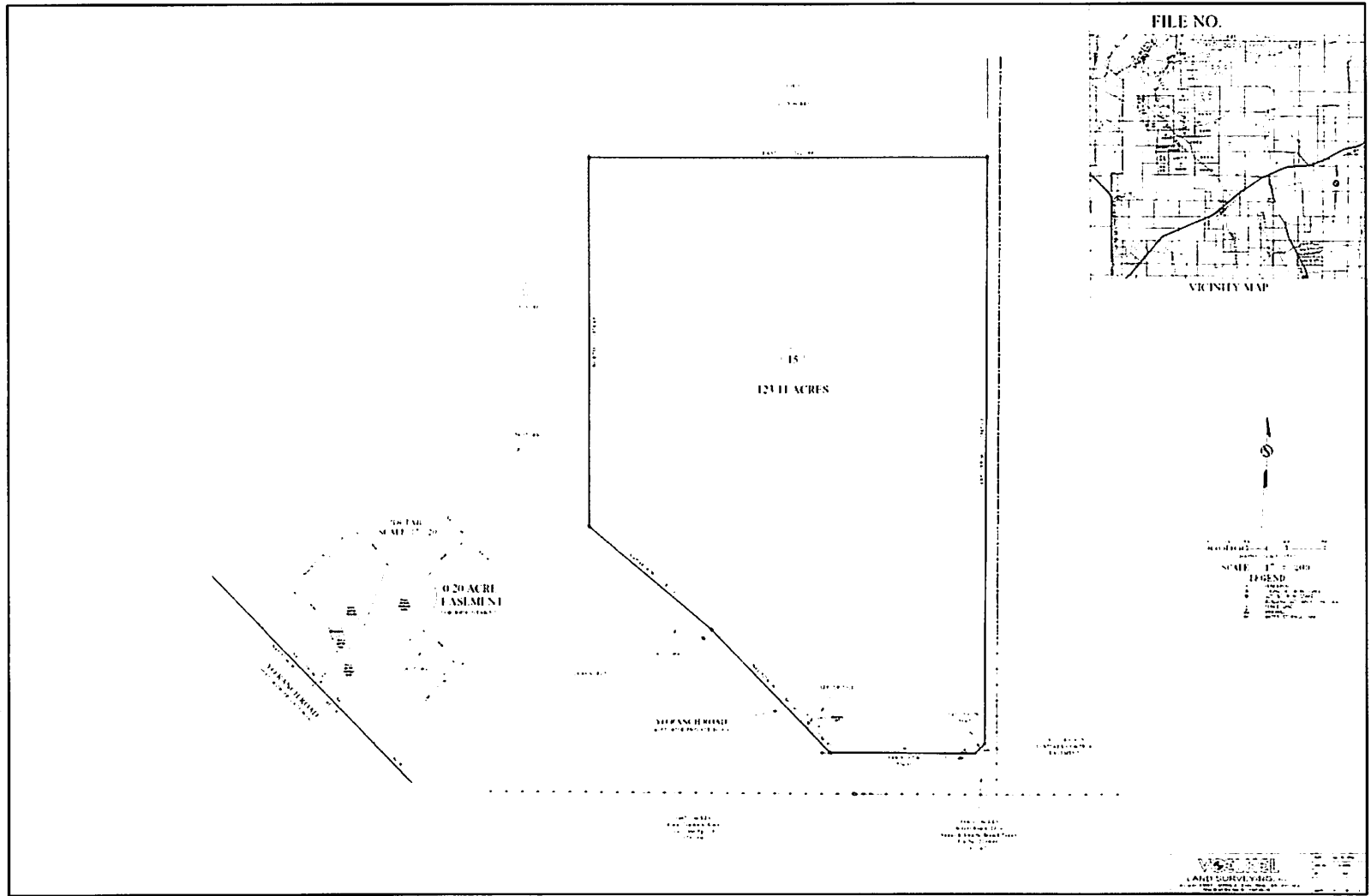
EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

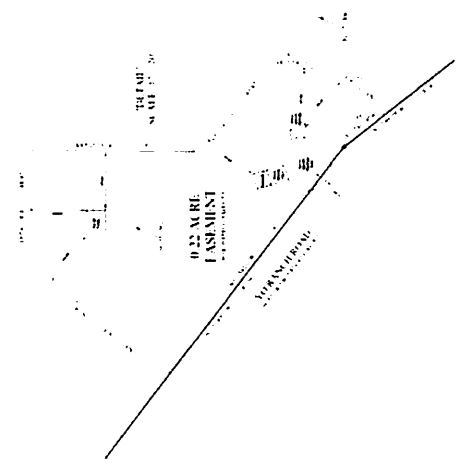
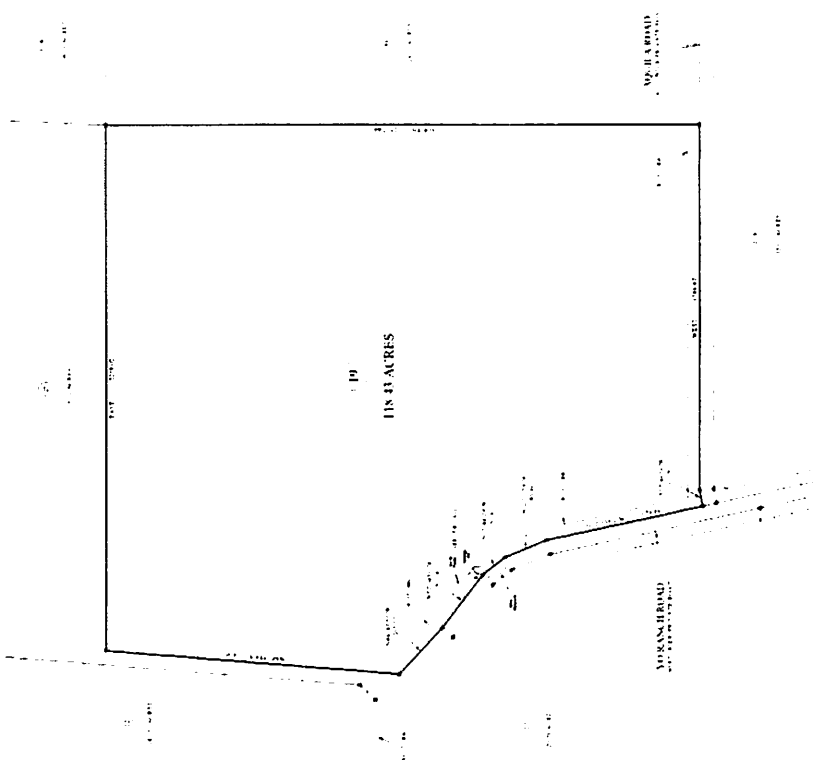
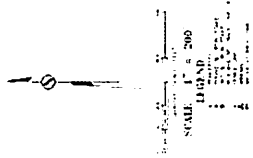
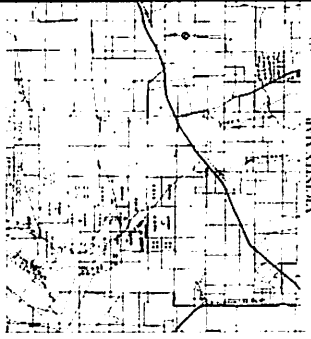
ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE COUNTY OF KERR, STATE OF TEXAS, AND BEING ALL OF LOTS 1 – 25, YO RANCH HEADQUARTERS SUBDIVISION, A SUBDIVISION IN KERR COUNTY, TEXAS, RECORDED UNDER CLERK'S FILE NO. 23-00909, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

EXHIBIT "B"

WATER FEATURE EASEMENT AREAS



FILE NO.



DATE: 11/15/2000
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]