

Certificate of Management

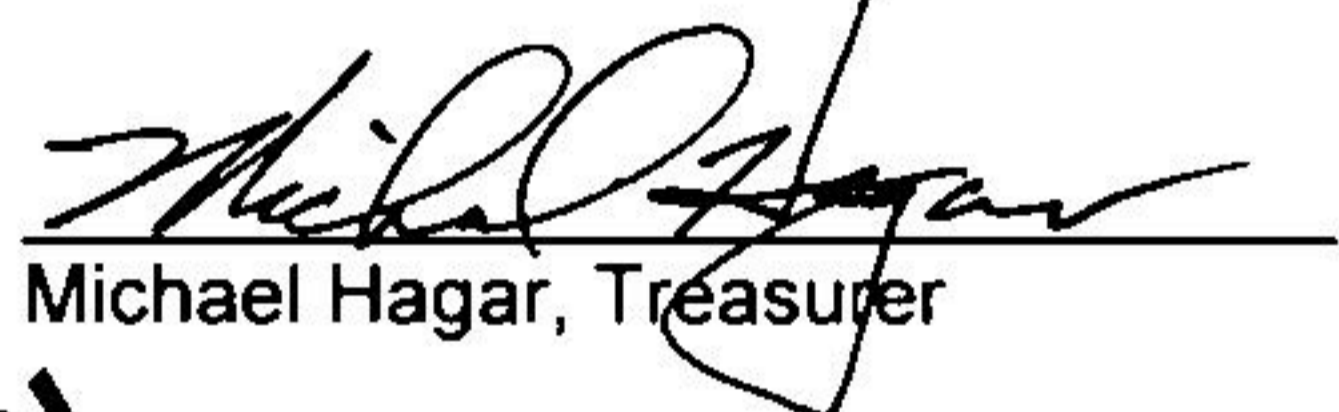
Hills Of Bandera Ranch Property Owners Association (HOB RPOA)

(Bandera and Medina Counties)

The undersigned, Michael Hagar, hereby certifies that he is the acting Managing Agent for the Hills of Bandera Ranch Property Owners Association, (HOB RPOA), a Texas non-profit corporation; that, as such, he is the keeper of the records and minutes of the proceedings of the Association, which is duly organized and existing under the laws of the State of Texas. The undersigned hereby further certifies as follows:

Attached hereto in accordance with the provisions of applicable laws are a true and complete copy of the Certificate of Formation (Exhibit "A"), the Bylaws (Exhibit "B") and Declaration of Covenants (Exhibit "C") and Subdivision Plats (Exhibit "D") for the Hills of Bandera Ranch Property Owners Association which has not been amended, modified or rescinded, except as attached hereto, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of February, 2014.

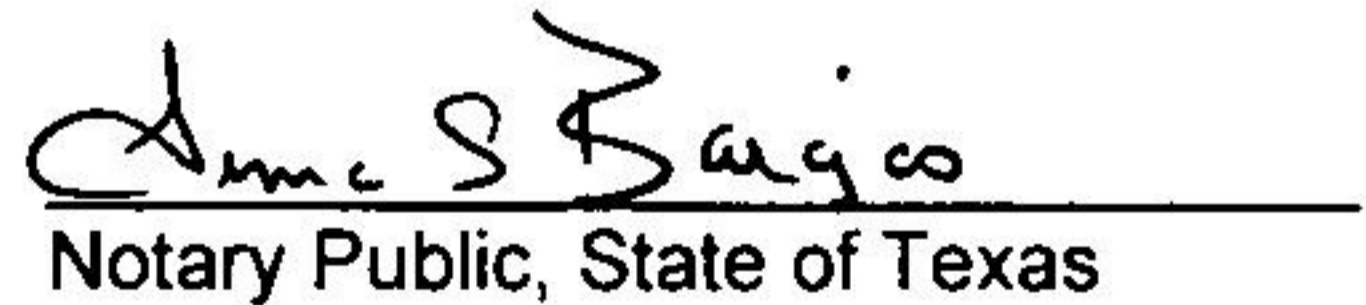

Michael Hagar, Treasurer

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF BANDERA
COUNTY OF MEDINA**

This instrument was acknowledged before me on the 17 day of February, 2014 by Michael Hagar, Managing Agent/Treasurer for the Hills Of Bandera Ranch Property Owners Association, a Texas non-profit corporation, on its behalf, who stated before me that the foregoing was true and correct to the best of his knowledge and belief.




Notary Public, State of Texas

**AFTER RECORDING, RETURN THIS INSTRUMENT TO:
HOB RPOA
810 Mustang Pass
Bandera, Texas 78003**

CERTIFICATE OF FORMATION
OF
HILLS OF BANDERA RANCH
PROPERTY OWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

I, the undersigned natural person over the age of eighteen years, acting as the organizer of a corporation under the Texas Business Organizations Code do hereby adopt the following Certificate of Formation of such corporation:

ARTICLE 1. HOMEOWNERS ASSOCIATION. The corporation shall be, mean and constitute a mandatory "property owners association" organized pursuant to Texas Property Code 202.001(2), which is defined as the "Association" in the Declaration of Covenants, Conditions and Restrictions ("Declaration"), to be recorded in the Official Records of Bandera and Medina Counties, Texas, as may be amended from time to time, with respect to certain real property located in Bandera and Medina Counties, Texas known as Hills of Bandera Ranch, a residential development.

ARTICLE 2. NAME. The name of the Association is **HILLS OF BANDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE 3. NON-PROFIT. This Certificate of Formation is being filed to create non-profit corporate status for the Association pursuant to the Texas Business Organizations Code.

ARTICLE 4. DURATION. The duration of the Association shall be perpetual.

ARTICLE 5. GOVERNING DOCUMENTS. As used herein, the Governing Documents of the Association shall mean this Certificate of Formation, the Declaration, the Bylaws of the Association, all rules, regulations, policies, guidelines, and all other documents that govern the Association, as each may be amended from time to time.

ARTICLE 6. PURPOSES. The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of the Association, in accordance with the Governing Documents and State Law.

ARTICLE 7. POWERS. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by the Governing Documents or State Law, may be exercised by the Board of Directors:

1. All rights and powers conferred upon non-profit entities by State Law in effect from time to time;

EXHIBIT
A

- 2. All rights and powers conferred upon property owners associations by State Law, including under Texas Property Code Title 91, in effect from time to time; and
- 3. All powers necessary, appropriate or advisable to perform any purpose or duty of the Association as set out in the Governing Documents or State Law.

ARTICLE 8. MEMBERSHIP. The Association shall be a non-stock membership organization. The Declaration and Bylaws shall determine the number of qualifications of the members of the Association; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE 9. MANAGEMENT BY BOARD. The management and affairs of the Association shall be vested in the Board of Directors, except for those matters expressly reserved to others in the Governing Documents. The Bylaws shall determine the number and qualification of directors; the term of office of directors, the method of electing, removing and replacing directors, and the methods of holding a board meeting and obtaining consents.

ARTICLE 10. LIMITATIONS OF LIABILITY.

- a. Except as provided in Paragraph d below, a director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as a director except to the extent a person is found liable for:
 - (i) a breach of the director's duty of loyalty to the Association or its members;
 - (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Association;
 - (iii) an act or omission that involves intentional misconduct or knowing violation of law;
 - (iv) a transaction from which the director receives an improper benefit, whether or not the benefit resulted from the action taken within the scope of the person's office;
 - (v) an act or omission for which the liability of a director is expressly provided by applicable statute.
- b. An officer is not liable to the Association or any other person for an action taken or omission made by the officer in the person's capacity as an officer unless the officer's conduct was not exercised:
 - (i) in good faith;

- (ii) with ordinary care; and
 - (iii) in a manner the officer reasonably believes to be the best interest of the Association.
- c. The liability of officers, directors and other volunteers of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.
- d. The limitation on the liability of an officer, as director or volunteer does not eliminate or modify that person's liability as a member of the Association. It is intended that the liability of any member arising out of any contract made by the Association, or out of the indemnification of any officer, director or volunteer, or for damages as a result of injuries arising in connection with the common elements, or for liabilities incurred by the Association, shall be limited to the same proportion in which he is liable for common expenses as a member of the Association.

ARTICLE 11. INDEMNIFICATION. Subject to the limitations and requirements of Chapter 8 of the Business Organizations Code, the Association shall indemnify a person who was, or is threatened to be, made a named defendant or respondent in a proceeding because the person is or was an officer, director, committee chair or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against him and incurred by him in such a capacity and arising out of his status as such a person.

ARTICLE 12. AMENDMENT OF THE CERTIFICATE OF FORMATION. This Certificate of Formation may be amended or restated in accordance with the Business Organizations Code, subject to the following:

1. An amendment shall not conflict with the Declaration or applicable State Law, Including Title 11 of the Texas Property Code, in effect from time to time.
2. An amendment shall not impair or dilute a right granted to a person by the Declaration, without that person's written consent.
3. Any amendment must be in accordance with the applicable provisions of the Business Organizations Code.
4. Without member approval, the Board of Directors may adopt amendments permitted by Section 22.107 of the Business Organizations Code.

ARTICLE 13. WINDING UP. The Association may be wound up only as provided in the Declaration, Bylaws and State Law.

ARTICLE 14. ACTION WITHOUT A MEETING. Pursuant to Sections 6.202 and 22.220 of the Business Organizations Code, any action required by Chapter 22 of the Business Organizations Code to be taken at a meeting of the members of owners, or any action that may be taken at a meeting of the directors or members of any committee, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by a sufficient number of members, owners, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, owners, directors, or members of the committee were present and voted.

ARTICLE 15. INITIAL GOVERNING BODY. The initial governing body shall consist of a board of five directors who shall serve as directors until their successors shall have been elected and qualified as provided in the Bylaws. The name and address of each initial director is as follows:

Jo Ann Jones
102 E. Main Street
Sonoma, Texas 76950

Brooks Myers
13626 Vermarion
Houston, Texas 77070

Susan Farrell
322 Lakeside Blvd.
Sugarland, Texas 77478

Thomas Miller
902 Crestview Drive
Laredo, Texas 78045

Michael Hagar
801 Mustang Pass
Bandera, Texas 78003

ARTICLE 16. REGISTERED AGENT. The name of the Association's registered agent and registered office is:

Grady B. Jolley
1580 South Main, Suite 200
Boerne, Texas 78006

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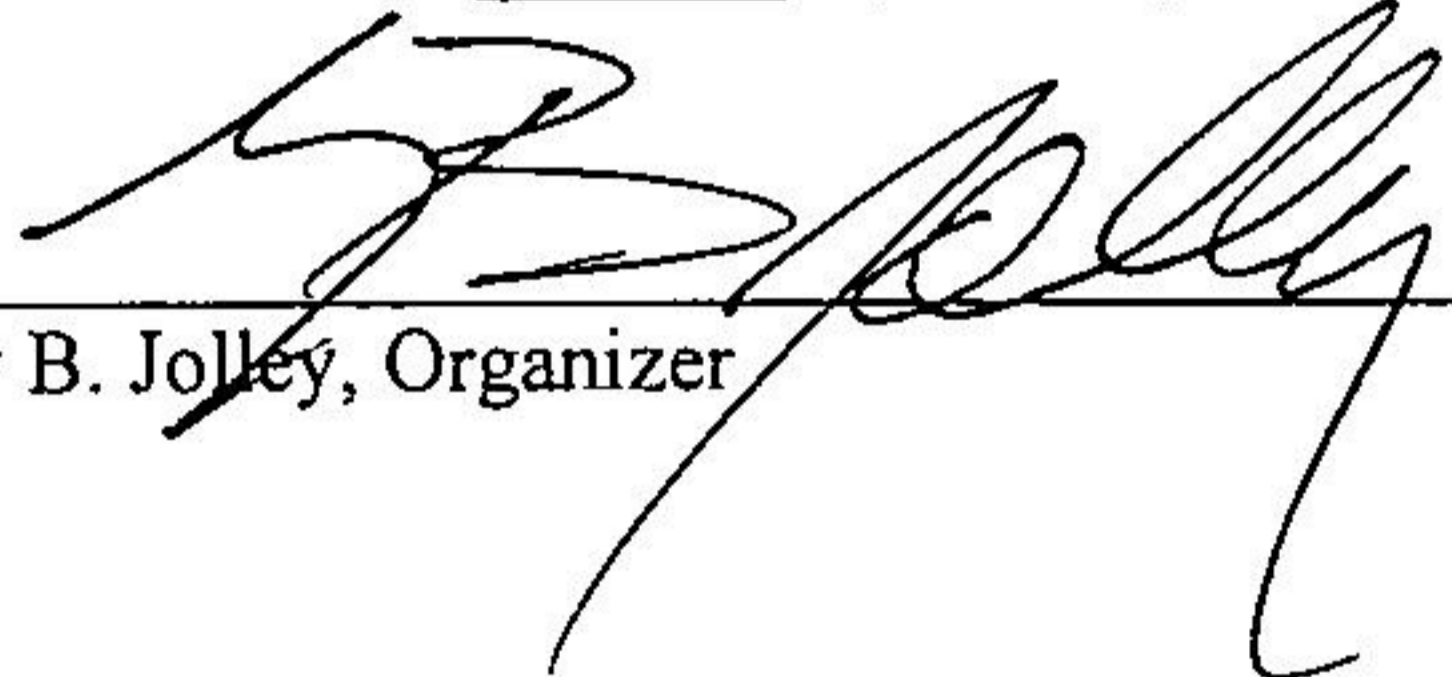
ARTICLE 17. ORGANIZER. The name and address of the organizer is:

Grady B. Jolley
1580 South Main, Suite 200
Boerne, Texas 78006

ARTICLE 18. REAL PROPERTY. This Certificate of Formation pertains to the Hills of Bandera Ranch, being a development of 230.74 acres located in Bandera and Medina Counties, Texas, to be described in various plats to be filed in the Official Records of Bandera and Medina Counties, Texas, as may be amended, supplemented and restated from time to time, together with all real property that may be annexed thereto from time to time.

ARTICLE 19. CHANGE IN STATUS. The continuing existence of the Association as described in the Governing Documents is vested in its members. During any period in which the Association is not incorporated or loses its corporate status, it will be subject to the Texas Uniform Unincorporated Nonprofit Association Act and this Certificate of Formation shall continue to be effective as a Governing Document of the Association.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument on this 22nd day of May, 2013.



Grady B. Jolley, Organizer

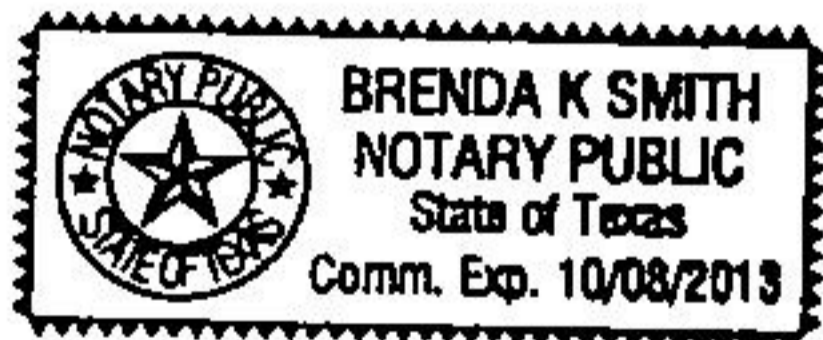
THE STATE OF TEXAS §

COUNTY OF KENDALL §

Before me, **GRADY B. JOLLEY**, personally appeared on this 22nd day of May, 2013, known to me to be the person whose name is subscribed to the foregoing instrument.



Notary Public in and for the State of Texas



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**BYLAWS OF
HILLS OF BANDERA RANCH
PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE 1
Definitions**

Property Defined

1.01. *Property* shall mean the lots in the platted units of the following real property located in Bandera and Medina Counties, Texas, to be known as Hills of Bandera Ranch subdivision, including the land; all improvements and structures on the land; and all easements, rights, and appurtenances to the land, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Also, *Property* shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Property Association as hereinafter defined.

Declarations Defined

1.02. *Declarations* shall mean the Declaration of Covenants, Conditions, Easements and Restrictions of Hills of Bandera Ranch and filed and recorded in the Official Public Records of Bandera County, Texas, on June 28, 2007, in Volume 7, Pages 10-16 and filed and recorded in the Official Public Records of Medina County, Texas on June 28, 2007, in Volume 10, Pages 56-62, including any amendments to the Declaration as may be made from time to time in accordance with the terms of the Declaration and any declarations of restrictive covenants, conditions, and restrictions on the Property filed and recorded for each platted unit of the Property.

Other Terms Defined

1.03. "Notice" shall include Notices in writing mailed using the United States Postal Service or other similar postal service; hand-delivered; or via electronic mail.

1.04. Other terms used in these Bylaws shall have the meaning given them in the Declaration, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2
Applicability of Bylaws**

Corporation

2.01. The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Hills of Bandera Ranch Property Owners Association, Inc. referred to as the "Association".

Property Applicability

2.02. The provisions of these Bylaws are applicable to the Property as defined in Paragraph 1.01 of these Bylaws.

Personal Application

2.03. All present or future owners, their employees, or other persons that use the Property in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Property, or the act of occupancy of any of the Property, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

**ARTICLE 3
Offices**

Principal Office

3.01. The temporary principal office of the Association shall be located in Bandera County, Texas at 810 Mustang Pass, Bandera, TX 78003. The Association may have other offices.

Registered Office and Registered Agent

3.02. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association, and the Board of Directors may change the address of the registered office from time to time.

**ARTICLE 4
Activities**

Operations

4.01. The Association's operations shall be confined to the purpose set forth in the Articles of Incorporation of the Corporation.

**ARTICLE 5
Qualifications for Membership**

Membership

5.01. The membership of the Association shall consist of all of the Owners of the Property and may not be separated from ownership of a Lot(s).

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Proof of Membership

5.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of some part of the Property. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

No Additional Qualifications

5.03. The sole qualification for membership shall be the ownership of a part of the Property. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

Certificates of Membership

5.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

**ARTICLE 6
Voting Rights**

Voting

6.01. Each Member of the Association shall be entitled to one vote for each Lot in which he holds the interest required for membership. When more than one person is an Owner, each is a Member, but only one vote may be cast for a Lot..

6.02. Members may cast their vote via electronic mail sent to the Secretary of the Board of Directors.

Proxies

6.02. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing or submitted by electronic survey distributed by the Association and filed or electronically logged with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's Property interest or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after twelve (12) months from the date of its execution, unless otherwise specifically provided in the proxy.

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Quorum

6.04. The presence, either in person or by proxy, at any meeting, of 15 (fifteen) unique Members entitled to cast a vote constitutes a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration and these Bylaws (the "Governing Instruments"). In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the meeting date.

Required Vote

6.05. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Governing Instruments.

**ARTICLE 7
Assessments**

Annual Assessments

7.01 Each Lot is subject to an annual assessment on the basis of the time and terms set forth in the Declaration.

Special Assessments

7.02 Special assessments may be approved on the basis of the terms set forth in the Declaration.

Uniform Assessments

7.03 Applying uniform rates of assessments, for both annual and special assessments, as well as separate assessments are more fully described in the Declaration.

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ARTICLE 8
Meetings of Members

Annual Meetings

8.01. The first meeting of the Members of the Association was held July 13, 2013, and annually thereafter on January 2 of each year or within ten (10) days thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday.

Special Meetings

8.02. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing 15 (fifteen) unique Members entitled to cast a vote which constitutes a quorum of the Association.

Place

8.03. Meetings of the Members shall be held, either (1) a meeting place as the Board may specify in writing, or (2) by using a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology, the Internet, or any combination if the equipment permits each person participating in the meeting to communicate with all other persons participating in the meeting.

Notice of Meetings

8.04. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be authorized to call the meeting, by mailing, electronically emailing, or posting on the Hills of Bandera Ranch Subdivision Mailbox (located at the front gate) a copy of such notice at least one (1) but not more than five (5) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address or email address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

Order of Business

- 8.05. The order of business at all meetings of the Members shall be as follows:
- (a) Roll call.
 - (b) Proof of notice of meetings or waiver of notice.
 - (c) Reading of Minutes of preceding meeting.
 - (d) Reports of officers.
 - (e) Reports of committees.
 - (f) Election of directors.
 - (g) Unfinished business.
 - (h) New business.

**ARTICLE 9
Board of Directors**

Number

9.01. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) and not more than five (5) persons, all of whom must be Members of the Association.

Term

9.02. At the first meeting of the Association, the Members shall elect the initial Directors who shall hold office until the first annual election of Directors by the Members. After the first meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year in the first year of the Association, thereafter two years on staggered rotation and until their successors are elected and qualified at the next Annual Meeting.

Removal

9.03. Directors may be removed from office without cause by a majority vote of the Members of the Association.

Vacancies

9.04. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

Compensation

9.05. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

Powers and Duties

9.06. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Governing Instruments.

ARTICLE 10
Nomination and Election of Directors

Nomination

10.01. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members. The Members shall vote at the annual meeting as to the number of directorships.

Election

10.02. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration.

ARTICLE 11
Meetings of Directors

Regular Meetings

11.01. Regular meetings of the Board of Directors shall be held monthly either (1) at a place as the Board may specify in writing or (2) by using a conference telephone or similar communications equipment, or another suitable electronic communications system, including video conferencing technology, the internet, or any combination if the equipment permits each person participating in the meeting to communicate with all other persons participating in the meeting. Notice of all meetings of the Board of Directors, stating the time and place of such meeting, shall be given at least five (5) calendar days prior to the date of the meeting by any officer of the Association by mailing the same to each director at his address as the same shall appear on the records of the Association. No notice need be given to any director from whom a written waiver of notice has been received.

Special Meetings

11.02. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than ten (10) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, or sent by email to each Director at the Director's address as shown in the records of the Association.

Quorum

11.03. A quorum for the transaction of business by the Board of Directors shall be the lesser of either a majority of the number of Directors (three Directors) constituting the Board of Directors as fixed by these Bylaws

Voting Requirement

11.04. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Governing Instruments requires the vote of a greater number. Each Director shall be entitled to one vote; however, the President shall be entitled to one additional vote in the event of a tie-vote.

Open Meetings

11.05. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Executive Session

11.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

ARTICLE 12

Officers

Enumeration of Officers

12.01. The Officers of this Association shall be a President, a Secretary, a Treasurer and a Vice-President, who shall at all times be members of the Board of Directors. The Board of Directors may, by resolution, create such other offices, as it deems necessary or desirable and may allow one member to hold more than one, but no more than two, offices.

Term

12.02. The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

12.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

**ARTICLE 13
President**

Election

13.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

Duties

13.02. The President shall perform the following duties:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.
- (e) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

**ARTICLE 14
Vice-President**

Election

14.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President.

Duties

14.02. The Vice-President shall perform the following duties:

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- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

ARTICLE 15
Secretary

Election

15.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

Duties

15.02. The Secretary shall perform the following duties:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
- (f) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

ARTICLE 16
Treasurer

Election

16.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

Duties

16.02. The Treasurer shall perform the following duties:

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- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association required by the Declaration.

ARTICLE 18
Other Committees

Designation

18.01. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one (1) or more committees in addition to the executive committee.

Number; Qualification; Term

18.02. The committees shall consist of two (2) or more persons, a majority of whom are directors. The committees shall serve at the pleasure of the Board of Directors.

Authority

18.03. The committees, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Corporation.

Change in Number

18.04. The number of committee members may be increased or decreased from time to time by resolution adopted by a majority of the whole Board of Directors.

Removal

18.05. Any member of the committee may be removed by the Board of Directors by the affirmative vote of a majority of the whole Board, whenever in its judgment the best interests of the Corporation will be served thereby.

Vacancies

18.06 A vacancy occurring on any committee (by death, resignation, removal or otherwise) may be filled by the Board of Directors in the manner provided for original designation by Section 18.01 of these Bylaws.

Meetings

18.07 Time, place and notice (if any) of any committee meetings shall be determined by each committee.

Quorum; Majority Vote

18.08 At meetings of any committee, a majority of the number of members designated by the Board of Directors shall constitute a quorum for the transaction of business. The act of a majority of the Members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by statute, the Articles of Incorporation or these Bylaws. If a quorum is not present at a meeting of the committee, the Members present may adjourn the meeting from time-to-time, without notice other than an announcement at the meeting that a quorum is present.

Procedure

18.09. Each committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. The minutes of the proceedings of each committee shall be placed in the minute book of the Corporation.

Action Without a Meeting

18.10. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the committee. Such consent shall have the same force and effect as a unanimous vote at a meeting. The Signed consent, or a signed copy, shall be placed in the minute book.

Telephone and Similar Meetings

18.11. Committee members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Responsibility

18.12. The designation of a committee and the delegation of authority to it shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or mandated by law.

**ARTICLE 19
Books and Records**

Maintenance

19.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the Association. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

Inspection

19.02. The Governing Instruments, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

**ARTICLE 20
Indemnification**

Extent of Indemnification

20.01. The Association shall indemnify and may advance reasonable expenses to any person who is serving or has served as a director, officer or committee member of the Association to the greatest extent then permitted by the Texas Non-Profit Corporation Act and other applicable law. Indemnification as provided in this Article 20 shall inure to the benefit of the heirs, executors, and administrators of any person who held a position named in this Section.

Other Remedies

20.02. Indemnification provided in this Article shall not be exclusive of any other rights to which a person who held a position identified in Section 20.01 may be entitled by law, agreement, vote of disinterested directors, or otherwise.

Insurance

20.03. The Association may purchase and maintain insurance on behalf of any person (and may reimburse any such person for the reasonable and necessary cost of obtaining and maintaining personal insurance) against any liability which may be incurred by him arising out of his status as a director, officer, committee member or employee of the Association, whether or not the Association would have the power to indemnify him against any such liability in Section 20.01.

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**ARTICLE 21
Amendment of Bylaws**

21.01. These Bylaws may be amended, altered or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Attestation

21.02. Adopted by the Board of Directors on October 12, 2013.

Susan A. Farrell
Secretary

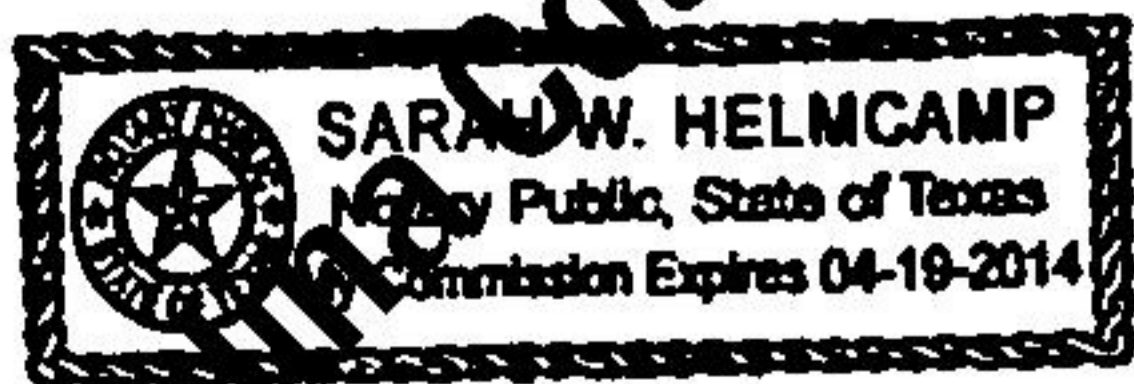
Susan A. Farrell
Printed Name

State of Texas County of Texas

Before me, Sarah W. Helmcamp, on this day personally appeared Susan A. Farrell, known to me (or proved to me on the oath of _____ or through Texas Drivers License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of Feb., 2014.

Notary Public's Signature Sarah W. Helmcamp



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STATE OF TEXAS § DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 COUNTY OF BANDERA § OF
 AND § HILLS OF BANDERA RANCH
 COUNTY OF MEDINA §

Cielo Trace, LP, hereinafter called "Declarant" is the Owner of certain real property located in Bandera County, Texas, said property being fully described in Exhibit "A" hereto attached for all purposes of this instrument the same as if it were written herein.

Subject property is now or will be divided into smaller parts or tracts, the total of which will be hereinafter be referred to as the "Project," or as Hills of Bandera Ranch.

For the purpose of enhancing and protecting the value, utility, attractiveness and desirability of the tracts constituting such project, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, authority, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

"Association" shall mean and refer to the Hills of Bandera Ranch Property Owners Association, its successors and assigns, or corporate entity of similar name as created by Developer.

"Declarant" shall mean Cielo Trace LP, and its successors and assigns, provided such an assign acquires the project in total, or the remainder in total for purposes of development and sale. Declarant may be referred to as Developer.

"Tract" shall mean any plot of land as in divided or re-divided within the project.

"Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, drainage, irrigation systems, commons and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

"Member" shall mean every person or entity who holds membership in the Association, each purchaser of property in the project becomes a member of the association upon such purchase.

"Mortgagee" shall mean a holder of a bonafide mortgage or a beneficiary under or holder of a Deed of Trust.

"Mortgage" shall mean a bonafide mortgage, a Deed of Trust, or a Vendor's Lien.

"Authority" shall mean that authority as created herein and vested in the Declarant.

"Board" shall mean the Board of Directors of the Association.

"Drives" shall mean any common reserved for use by all Owners for vehicular traffic.

"Commons" shall mean any property reserved for or dedicated to the common use of property Owners.

"Owner" shall mean the record Owner, including Declarant, whether one or more persons or entities, of fee simple title to any tract which is a part of the project, and shall include purchasers under contract for deed, but shall not include those holding title merely as security for performance of an obligation.

"Project" shall mean the real property herein described in Exhibit "A," and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. EASEMENTS, DRIVES, ROADS, AND PRIVATE ROADS

Section 1. Private roads, drives or access easements and easements for installation and maintenance of utilities, irrigation and drainage, are established by separate instrument or instruments of record or to be placed of record in the office of the County Clerk and as hereinafter set forth. Within such easements and roads, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of service or utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements or which may interfere with passage along such private road easements and creek channels. The easement area of each tract and all improvements therein shall be continuously maintained by the Owner of such

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EXHIBIT

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tract, except for improvements for maintenance of which a public, private, or quasi-public authority or utility company is responsible.

Section 2. **Easements:** Perpetual easements are reserved over and across the tract for electric power, water, sewerage, gas, telephone, television cable, and similar utility facilities along with the easements, shown on the recorded plat and all said easements, are adopted as part of these restrictions. There is also reserved and dedicated hereby for the use of the developer and any public or private utility company an unobstructed aerial easement five (5) feet wide from any plane twenty (20) feet above ground upward, located adjacent to and above all dedicated utility easements. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the subdivision and shall also insure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of and further grant of such easement rights to such utility companies. No utility company, political subdivisions, or other authority, or any person using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the owner situated within any such easement.

No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation or right of way, and such easements reservations, and rights of way shall at all times be open and accessible to representatives of the Authority, to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. The private drive or roadway easements, as set forth by separate instruments are for the private use and benefit of the Owners of the tracts within the project as therein prescribed, and under the conditions as therein set forth, and are not dedicated to the general public. Driveways must be improved; all such improvements must be approved by the Architectural Control Committee.

Section 4. It is understood and agreed that the easements granted herein and to be granted hereafter are reserved as permanent easements for the purpose set forth and are not subject to the time limit applicable to other restrictions.

Section 5. There is hereby reserved and established a utility easement adjacent and parallel to all roadway easements. Said utility easement is twenty (20) feet wide upon the ground and twenty (20) feet wide above the ground and extends from the outside boundary of the roadway easement into and upon the adjoining property on each side thereof. There is further reserved an easement into all property adjacent thereto for the purpose of installation of guy wires where necessary for securing utility poles.

Section 6. There is hereby reserved and established an easement for purposes of drainage and/or service of utilities upon and in addition to the purposes of any existing easement of record and being still valid, such easement now made subject to all the stipulations as herein otherwise set forth pertaining to utility and/or drainage easements.

Section 7. There is hereby reserved to Declarant, its successors and assigns an easement for ingress and egress over all streets, roadways and utility easements fronting on street rights-of-way as shown on the subdivision plat which may be used for equine and pedestrian traffic. Declarant contemplates that the roads and streets in the Property will be conveyed to the Association and operated as private streets by the Association, with each Owner having an easement for the use and benefit of such Owner of a Lot fronting thereon or adjacent thereto, which easements shall include rights of ingress, egress, and passage over and along said streets in favor of the Declarant, the Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees, and the successors-in-title to each Owner and in favor of the invitees and designees of each successor-in-title to each Owner, but not in favor of the public. It is specifically stipulated that motorcycles may be used for ingress and egress only. All-terrain vehicles (ATVs) may not be used on streets, easements, or commons.

ARTICLE III. ARCHITECTURAL CONTROL

Section 1. No building shall be erected, placed, or altered on any tract until the construction plans and specifications and a plan showing the location of the structure, and the complete plan of the septic system showing relation to tract lines and water lines have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation. Approval shall be as provided herein.

Section 2. The Architectural Control Committee is hereby authorized to enforce any building or fire codes, or any rules, restrictions or requirements concerning the construction of buildings in this project. Said requirements having been made by an Authority, local, county, state, or otherwise, having the legal authority to make such requirements. It is further stipulated herein that the Architectural Control Committee is empowered to require fire walls to be constructed as wall sections in contiguous housing, should such type housing in the future be allowed. Such requirement would be made based on the requirements of municipalities of the area or some other standard code ordinarily pertaining to the construction industry.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

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Section 1. **ARCHITECTURAL CONTROL COMMITTEE.** Until such time that the property owners' association is created, Developer will act as the Architectural Control Committee. The Committee shall delegate this authority to the Association, when formed, who will then appoint a committee of three (3) members to protect the owners of lots *hereunder against improper use of lots, to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain an harmonious architectural scheme; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain property setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high quality of improvements on said property, and thereby to enhance the value of the investments made by purchasers of lots therein.* If, for any reason, a member or members of said Committee becomes unable or unwilling to function, then a replacement member or members shall be selected by the Association. All house plans, barns, out-buildings and structures shall be approved by a majority of the Architectural Control Committee. Neither Association or the Architectural Control Committee, nor the members of said Committee, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

Section 2. **VARIANCES.** The Architectural Control Committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee pursuant to Article 4 on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the development, improvement and sale of the Property and shall not impair or detract from the high quality development of the Property. It is further provided, however, that Declarant hereby reserves, until the Control Transfer Date, the right of approval or disapproval of all variances which may affect building setback lines, Lot area and structure locations. All variances must be evidenced by a written instrument in recordable form and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

Section 3. **REMODELING, RENOVATION AND REDECORATING OF EXTERIOR WALLS.** No remodeling, renovation or redecoration of any exterior wall of any building on a Lot which in any manner changes the visual appearance of such exterior wall (including, but not limited to, changing the color, appearance, texture or reflective character of any exterior surface; or the addition or alteration of shutters, awnings or others window coverings or the addition of wall applications) shall be allowed until the plans and specifications describing the work to be performed have been approved in writing by the Architectural Control Committee as provided herein. Such remodeling, renovation or redecoration shall, for the purposes hereof, be deemed to constitute an alteration of a building or improvement.

Section 4. **CERTIFICATE OF COMPLIANCE.** Upon completion of any improvement approved by the Architectural Control Committee and upon written request by the Owner of the Lot, the Architectural Control Committee shall issue a certificate of compliance in a form suitable for recordation. The certificate shall identify the Lot and the improvements, and the plans and specifications on file with the Architectural Control Committee pursuant to which the improvements were made and shall specify that the improvements comply with the approved plans and specifications. The certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual construction of the improvements or the workmanship or material thereof.

Each Owner is hereby notified that the certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Control Committee of the construction workmanship, material and/or equipment of the improvements. Preparation and recordation of a certificate shall be at the expense of the Owner of the Lot, and the Association is authorized to charge a reasonable amount for issuance of a certificate.

Section 5. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fail to approve or disapprove within thirty days (30) 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 completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V. USE RESTRICTIONS

Section 1. **TYPE OF BUILDING PERMITTED.** One (1) detached single family dwelling residence not to exceed *two and one-half (2½) stories in height, together with a private, fully enclosed garage for not less than two, (2) nor more than six (6) cars, which garage may include living quarters above or adjacent thereto occupied by an integral part of the family occupying the main residence on the Lot or by servants employed on the Lot, and workshops for the personal use of the Owner and his immediate family.* A variance for a bed and breakfast may be granted by the Architectural Control Committee.

All mobile homes and manufactured homes are absolutely forbidden to be located on any Lot. Unoccupied recreational vehicles (including horse, camping and hunting trailers, motor homes, tents and other portable camping structures) may be located on a Lot if they are fully enclosed within a structure approved by the Architectural Control Committee, or screened from view.

Section 2. **MINIMUM FLOOR AREAS.** Any residence on said lots must have a floor area of not less than sixteen hundred (1600) square feet, excluding patios, driveways, garages and porches. Lot 1A is specifically excluded from these restrictions.

Section 3. **SETBACKS.** No building shall be located on any tract nearer than one hundred (100) feet to the front tract line. No building shall be located nearer than twenty-five (25) feet to the side and rear tract lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided however, that

this shall not be construed to permit any portion of the building on any tract to encroach upon another tract. If two or more tracts, or fractions thereof are consolidated into a building site in conformity with the provisions of Article V, Section 4, these building setback provisions shall be applied to such resultant site as if it were on original, platted tract.

Section 4. RESUBDIVISION OF CONSOLIDATION. None of said tracts shall be re-subdivided in any fashion except upon the approval of the Architectural Control Committee. With the prior written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more other Lots in the group, *may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites.* The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites; for building and other purposes. The side-lot utility easement, if applicable on the common property line of the two Lots to be combined, must be released or abandoned in accordance with applicable law, and the Owner(s) shall be responsible for the cost of relocating any utility lines and restoring the surface of any abandoned or relocated utility easements. Improvements, as permitted pursuant to this Declaration, may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof and approved by the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of more than one Lot combined will be based upon an assessment for each of the originally platted Lots so combined.

Section 5. RUBBISH, TRASH, AND GARBAGE. No tract shall be used or maintained as a dumping ground for rubbish, or junk; and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in clean and sanitary condition.

Section 6. ANIMAL HUSBANDRY. No sheep, swine, pot-bellied pigs, poultry, fowl, wild or dangerous animals (the determination as to what is a wild animal or a dangerous animal to be in the sole discretion of the Association), or snakes shall ever be kept on the Property except when the occupant of a Lot is a bona fide participant in an animal-husbandry project sponsored by the Future Farmers of America or a similar organization. Cows and goats may be kept only as approved by the Architectural Control Committee. Dogs, cats and other common household pets in reasonable numbers may be kept on a Lot. Each Lot shall be allowed one (1) horse for each one point two five (1.25) acres of land within the Lot (e.g., 5 acres = 4 horses), as long as they are kept in an enclosed area, as described below in Section 7. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its owner unless confined to a leash. No commercial kennels or breeding operation will be allowed. The breeding of one personal stallion on one's lot shall be permitted. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas, which *must be clean, sanitary and reasonably free of refuse, insects and waste at all times.* Such enclosed area shall be constructed in accordance with plans approved by the Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

Section 7. WALLS AND FENCES. Walls and fences, if any, must be approved by the Architectural Control Committee. Any erection of any wall, fence or other improvement on any easement is forbidden. Fences and walls will be constructed as follows:

- a. **Fences on the perimeter boundaries of a Lot:** The Owner is not required to install fencing on the perimeter of any Lot. If perimeter fencing is installed, all corner posts shall be cedar with a minimum diameter of eight (8) inches and set in concrete at a minimum dimension of thirty (30) inches deep; wire fencing shall be a "King Ranch" type wire mesh (#949-12-12 1/2), made by Solidlock and marketed as "Fixed Knot"; barbed wire may be installed at the bottom and/or the top of the fence; all wire, posts and gates shall be new when installed; maximum fence height shall be sixty (60) inches; deer-proof fencing of Solidlock may be constructed around the perimeter of the building envelope as shown on site plans that have been submitted to and approved by the Architectural Control Committee; and gateposts and columns shall be constructed out of the following materials: (i) cedar or steel (painted), not less than eight (8) inches in diameter, (ii) stone or (iii) CMU or concrete with a plaster finish. Steel (painted) pipe fences may be constructed with approval of the Architectural Control Committee. Cattle guards may not be used at the driveway entrance to any Lot.
- b. **Fences along street rights-of-way:** Line posts shall be peeled cedar with a minimum diameter of four (4) inches, set a minimum of thirty-six (36) inches deep, and a minimum spacing of eighteen (18) feet; cedar stays shall be a minimum of one (1) inch in diameter at a minimum spacing of six (6) feet; the set back shall be a minimum of fifty (50) feet from the street right-of-way; steel T-posts will be allowed.
- c. **Side and rear fences:** Fences that are constructed along the side and rear lot lines shall have line posts of peeled cedar with a minimum diameter of four (4) inches, set a minimum of thirty (30) inches deep, at a minimum spacing of eighteen (18) feet. Green six (6) foot T-posts may be used for line posts and set on an eighteen (18) foot spacing. If T-posts are used, the four (4) inch minimum diameter peeled cedar posts shall be set on a one hundred (100) foot maximum spacing. Stays shall be one (1) inch cedar at a minimum of six (6) feet.
- d. **Fences inside the building envelope:** Cedar board fences, wrought iron or similar style fences shall be permitted.
- e. **Chain link fences:** There shall be no chain link fencing constructed, installed or maintained on any Lot, except as authorized by the Architectural Control Committee for temporary storage of building materials and supplies during the construction phase or for enclosing a tennis court or dog run. Nothing hereon shall be construed, however, as to prohibit the installation and maintenance to chain link fencing in, on or about the Common Properties and Common Facilities for the maintenance and protection of the amenities thereon and the appurtenances thereon around the perimeter boundaries that separate the Property from land owned by others.

- f. **Approval of fences:** Plans and specifications of all entry gates and fences require approval of the Architectural Control Committee.
- g. **Maintenance:** Maintenance of entry gates and fences on each Lot shall be the responsibility of the Owner, and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of the Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (ii) missing, loose or damaged stone or wood rails in the fence or (iii) symbols, writings and other graffiti on the fence.

Section 8. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ten feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within five feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. STORAGE OF VEHICLES AND EQUIPMENT. No boat, trailer, recreation vehicle, camping unit, bus, truck or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure or screened from view, except that (a) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefore, and (b) this restriction shall not apply to automobiles in good repair and attractive condition, provided that any such automobiles are parked on an improved driveway which has been approved by the Architectural Control Committee. No business vehicles displaying commercial signs or advertising shall be permitted to be parked within public view on any Lot, other than service vehicles contracted by Owners to perform specific services. No repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in garages or other enclosed structures. Owners shall not keep more than two automobiles so as to be visible from any other portion of the Property for any period more than seventy-two (72) hours, and no vehicles may be parked overnight on any street within the Property.

Section 10. VISUAL SCREENING ON LOTS. No article deemed to be unsightly by the Architectural Control Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or streets. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lot where the rear or side yard portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all service areas, storage areas, loading areas, propane tanks and appurtenant equipment, yard equipment, woodpiles or storage piles shall be kept screened, in order to conceal them from view from neighboring Lots or streets. Installation of wind and solar devices shall be in harmony with the design of the other improvements on the Lot and shall have received the written approval of the Architectural Control Committee before installation.

Section 11. PROHIBITED ACTIVITIES. No professional business or commercial activity to which the general public is invited shall be conducted on any tract, save except Tract 1A which shall be reserved for commercial use.

Section 12. UTILITIES. All residences constructed upon the tracts herein described shall be connected with proper water and electrical at the expense of the Owner of said tract and all residences shall have a suitable, workable septic tank system as specified by the project engineers, at the expense of the Owner.

Section 13. LIGHTING. No exterior lighting may be constructed or installed on any Lot without the prior written approval of the Architectural Control Committee. The purpose of any restrictions or design guidelines on all exterior lighting on the Property shall be to (a) minimize light pollution of the night sky, (b) minimize the visibility of light sources from any part of the Property, and (c) enhance the aesthetic nighttime appearance of each Lot, Living Unit, and the Property in general by promoting a consistent and harmonious scheme for exterior lighting. Unless otherwise approved by the Architectural Control Committee, all exterior fixtures which may be visible from any other part of the Property shall be of a type and style with housings or cut-off lenses which can shield or directionally focus the light source. No exposed bulb or wrap-around lens "yard lights" will be permitted. Post lamps at the intersection of a driveway and the street may be required by the Architectural Control Committee to be installed on a Lot.

ARTICLE VI. OWNER'S OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair and maintain his residence, and other buildings on his tract, keeping the same condition comparable to the condition of such building at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VII. MEMBERSHIP IN ASSOCIATION VOTING RIGHTS

Every owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a tract.

For purposes of voting, Developer/Declarant will be construed as an Owner and member with the same voting privileges of one (1) vote per tract owned.

All Owners shall be entitled to one vote for each full tract owned. When more than one person holds an interest in a given tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any tract owned by such members.

Declarant may, and at its sole discretion, after seventy-five (75) percent of the lots have been sold, appoint a three (3) member Board of Directors for the Association, who shall serve for one year, and on the same date of each following year, the members of the Association shall elect a Board of Directors for that year as set forth herein. Such Board of Directors shall have the full powers and duties as may be reasonably necessary to carry out the purposes and duties of the Association as provided herein. The above stated term and election date may vary fifteen (15) days before or after said date at the option of Board.

ARTICLE VIII. ASSESSMENTS

Section 1. Declarant hereby covenants for each tract within the project and each Owner of a tract is hereby deemed to covenant by acceptance of his contract or deed for such tract, whether or not it shall be so expressed in his contract or deed, to pay to the Association, (1) annual assessment; and (2) special assessments for capital improvement. Such assessments will be established and collected by the Board as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each tract against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the tract at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons whether or not expressly assumed by them.

Section 2. The annual assessments levied by the Board of the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents of the project, improvement and maintenance of the drainage systems, or community facilities and private roadway easements within the project.

Section 3. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement to the project or any designated private roadway, or county roadway, within or giving access to project. Any such assessment must be approved by a majority of votes cast by members, in a manner of voting as herein prescribed.

Section 4. The Association Board of Directors shall fix the amount of the annual assessment against each tract at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific tract has been paid, and shall on or before February 15th of each year, cause to be recorded in the office of the County Clerk of the County, a list of delinquent assessments as of that date setting forth and establishing the amount of the lien therefor.

Section 5. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest legal rate per annum. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, and/or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, community facilities, roadway easements, or abandonment of his tract.

Section 6. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to a mortgage foreclosure or any proceeding approved by the Board in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Any expenses of suit brought by the Association and/or Declarant herein and any expenses of defense of any suit brought against the Association, its officers, or directors, and/or Declarant in regard to the functions thereof in the administration or enforcement of these covenants shall be borne by the Association and the Association shall have and hold any rights to recovery of such fees.

Section 8. Each Owner in the project agrees that should suit be brought by Declarant and/or the Association to enforce performance of the covenants the suing party will be and is entitled to judgment for damages and all costs of suit, including but not limited to expert witnesses, attorneys, appraisers, surveyors, and court costs, should the action prevail. The amount of any such judgment obtained for damages or cost shall become a lien against defendant's property in this project and subject to the same stipulations and conditions of a lien for assessments.

Section 9. It is specifically stipulated that Developer and its successors or assigns are exempt from assessments of any nature, form, or amount on all land or inventory held herefor sale and/or future development.

It is further stipulated that should Developer, its successors or assigns foreclose on any property sold under deed or contract such property will revert to status of inventory, free of the obligation of any accrued and unpaid assessments or costs and/or liens therefor. Any such liens of records may be released by the appropriate officer or officers upon presentation of release thereto by Developer. Upon failure of such action by said authority, or in lieu thereof, Developer may file a release executed on and by its own behalf which will be conclusive evidence to all persons that such lien is thereby released unless the Association acting within its authority files a proper court action to invalidate said release within thirty (30) days after recordation. Furthermore, see Section 13 of Article IX herein.

ARTICLE IX. NOTICE OF AUTHORITY FOR ASSESSMENT

Section 1. Each interested party or purchaser of a lot, tract or parcel of ground, hereinafter called lots, as platted in this Subdivision, is hereby made aware of the fact that all streets herein are dedicated or will be dedicated to the use of the Property Owners herein and are dedicated or will be dedicated to the use of the Property Owners herein and are not dedicated to the County of Bandera or the County of Medina, any municipal body or public authority, nor to the public. Such purchaser or other interested party is hereby given notice that the maintenance of such streets and other designated areas and facilities, called common areas, and other conveniences deemed necessary and requisite to the pleasure, comfort, security and enjoyment of the property owners in Hills of Bandera Ranch will be provided for through an assessment, or assessments, as the case may be, to be levied against each and every lot as is platted or to be platted in Hills of Bandera Ranch, and any other tract or parcel of land sold herein that will benefit from the use of common areas and common facilities to be maintained by assessment, such determination to be made by the Authority created herein.

Section 2. **AGREEMENT.** Each purchaser of a property in Hills of Bandera Ranch hereby agrees that the Declarant has the authority, and in consideration of the necessity of an authority to administer the funds and attend to the management and maintenance of all common areas, services and facilities in said Subdivision, does hereby grant and give unto the said Declarant, its successors and assigns the authority to levy and collect assessments as necessary, and to expend said funds as necessary, subject to the requirements as hereinafter set forth, for the purpose of the maintenance of all facilities and areas and services as hereinabove and hereinafter described.

The Declarant, its successors and assigns may, and at its sole discretion, after 75% of the lots have been sold, cause to be created a Property Owners Association with charter and bylaws approved by Declarant and members, being owners of property in Hills of Bandera Ranch, and Declarant shall assign the authority created in this instrument to said Property Owners Association and convey into such association, as trustee all the various common areas. Such conveyance would be subject to all the requirements, authority and limitations as are imposed upon Declarant and property owners in this and other instruments. Hereinafter, the title THE AUTHORITY for purposes of this instrument will mean any legal person or body holding the authority granted in this instrument.

Section 3. **COMMONS.** It is herein stipulated that designated common areas may be used for any purpose required or deemed by the Authority advantageous to the property owners in the project, such purpose to include but not be limited to the installation of any or all utilities, and dedication of such easements and rights of way as deemed necessary by said Authority, such dedications may be made upon a plat thereof or by separate instrument in writing and such dedication may be made at the discretion of the authority at any time, present or future, or the Authority may allow the installation of any main or service extensions in said Commons by letter or formal agreement to the utility company, or may allow installation of service lines from main to dwelling or outlets by oral approval. Any such installations made will be considered approved if the Authority has not ordered such installation halted prior to completion thereof.

Section 4. **EFFECTIVE DATE OF ASSESSMENTS.** Any or all levies for any or all purposes as herein set forth may be made and begun at an appropriate time as will be determined by the Authority. Said action may be made to affect, at different times, any sections or tracts and levies for maintenance of general or specific areas may be made or begun at different dates, and are not required to be made simultaneously.

When such determination is made by the Authority, notice will be given to the Owners of such properties as affected and all said Owners will then be required to pay said assessments to the Authority.

Section 5. **HANDLING OF ASSESSED FUNDS.** It is specified herein that all funds collected by the Authority for maintenance and services of commons will be kept in a special bank account or savings account to be used only for the purposes as herein stated, and an itemized account of all receipts and disbursements will be mailed or emailed quarterly to all property owners in said project.

If at any time the Owners of fifty-one (51) percent or more of the tracts affected by an assessment desire that the fund so established and the books and records pertaining thereto be audited, then said Owners may, by affixing their signatures to a petition, cause such audit to be made. Such petition will cite the account by its proper identification and shall stipulate the name of a Certified Public Accountant who shall make such audit and the date that such records shall be made available to said Accountant. The Authority will then be compelled to make such records available to the named Certified Public Accountant, in the offices of the Authority or other place at the discretion of the Authority and will be authorized to pay to such Accountant, reasonable accounting fees for said audit from the funds of the account so audited.

Section 6. **ESTABLISHMENT OF AMOUNT OF ASSESSMENT.** The Authority in initially setting the monthly levy or assessment for any purpose stated herein, will do so on an estimated basis determined by an in-depth study of the requirements of said purposes. Said amount so levied may be changed from time to time as necessary, to pay the allowed expenses as herein set forth or should said assessment prove to be more than needed for such purposes, then the Authority will reduce said levy accordingly.

Section 7. **SPECIAL ASSESSMENTS.** The Authority will have the right, privilege and powers to levy special assessments as may become necessary for purposes as required and authorized herein. Such special assessments would be made on the same pro-rata basis as hereinabove set forth and paid to Authority as prescribed by said Authority. Upon the approval of the Owners of fifty-one (51) percent of the tracts, subject to any special assessment, such special assessments could be made for the purpose for the construction or reconstruction of improvements for the use and benefit of such Owners in the Common areas.

Section 8. **COLLECTION OF ASSESSMENTS.** The Authority will have the sole responsibility and authority to collect all assessments. Such assessments will be levied on a monthly basis and Authority will have the power to allow certain reasonable discounts to Owners paying said assessments semi-annually or annually in advance. Authority will

have the power to add to such assessments appropriate and reasonable penalties against said Owners for delinquency in payment of assessments as well as the other remedies set forth herein.

Section 9. DELINQUENT ASSESSMENTS. Any Owner being thirty (30) days delinquent in the payment of any assessment will have filed against his property a lien for such assessment, plus any penalties and costs. Such lien shall remain in effect until all past due assessments, penalties and costs have been paid or satisfied as otherwise set forth herein.

Section 10. ENFORCEMENT OF LIENS. Each lien established by the Authority pursuant to the provisions of this instrument, by recording with County Clerk of this county, a notice of delinquency and lien, upon said property may be foreclosed, as and in the same manner as is provided for the foreclosure of a mortgage upon real property under the laws of the State of Texas, just as though said Authority had retained a vendor's lien and possessed a Deed of Trust and note against said property. In any action to foreclose any such lien, the Authority shall be entitled to costs, including reasonable attorney's fees, and other allowed costs and penalties.

Section 11. RESERVATION OF LIENS. The Authority does hereby reserve unto itself, establish and impose, a lien, thereby securing each assessment imposed or to be imposed, or in any way provided for herein, together with any costs, interest, or penalties against all the property covered in this instrument subject only to any limitations and/or provisions in this instrument.

Section 12. SUBORDINATION TO MORTGAGE. Each and every assessment and lien, together with any cost, penalties or interest, established, reserved or imposed under this instrument and authority shall be subordinate to any prior valid bonafide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this instrument and authority. Any subsequent Owner of any property so covered, purchased at foreclosure shall be bound by restrictions, conditions, covenants, reservations, assessments and liens set out in his instrument, not including, however, any assessment or lien arising prior to the foreclosure sale.

Section 13. EXCLUSION OF DEVELOPER. The Developer of this project, its successors and assigns, hereinafter called Developer, will sell to purchasers properties within said project. It is specifically stated and agreed that if one or more tracts or parcels of land are sold to any purchaser by Developer, by contract for deed, or deed with lien and note or other instrument, and the purchaser defaults in payments of said lien in any manner, such as failure to pay principal, interest, taxes, insurance or assessments set out hereunder and said property be repossessed, or such contract cancelled by Developer, or any assignee of Developer's right title and interest in any such lien or contract, then Developer or said assignee will not be required to pay to the Authority any delinquent or past due assessments or penalties and any liens for non-payment of same filed by said Authority will be released as regards such property, evidence of such cancellation, repossession or foreclosure will, in itself, be sufficient with no further release or action required by the Authority for this purpose; however, this stipulation does not by any means relieve the purchaser in default who failed to pay such assessments levied and/or penalties and cost, and from whom said property was repossessed, of his personal liability to pay such delinquent funds, though such delinquency will not be attached to such property as a lien in this instance.

Section 14. RULES AND REGULATIONS GOVERNING USE OF COMMONS AND FACILITIES THEREIN. Rules and regulations governing the use of all commons and facilities will be made and enforced by the Authority, to insure the best and mutual enjoyment thereof of all the qualified property owners and their guests. Any Owner who fails to pay assessments levied or fails to comply with any requirements or rules and regulations governing the use of said commons and facilities will be denied the use thereof. Such rules and regulations to be made and enforced by the Authority will include, but not be limited to, rules concerning guest privileges to commons, recreation facilities, if any, speed limits on streets, type of vehicles on streets and other commons, control of noise, use of irrigation water and channels or canals.

Section 15. DELEGATION OF USE OF FACILITIES. Any Owner may delegate his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 16. MAINTENANCE OF TRACTS. The Owner of a tract or tracts in the project will be required to keep said property free of any unsightly or offensive growth or accumulation of trash, garbage, or unsightly deposits of any nature or kind from the date of purchase of said tract. This requirement is effective on occupied and unoccupied tracts. Ten days after notice to Owner of such situation existing, the Authority hereinabove created and its employees will have the right and authority to enter upon said premises and correct existing violation of the requirements so stated. Such Authority will charge said Owner a reasonable fee for such work accomplished and bill said Owner for said fee plus a reasonable service charge per month, for each instance, until Owner pays said bill to the Authority in full as billed. All monies so owed the Authority will become a special assessment against the property of Owner.

Section 17. EXTERIOR MAINTENANCE OF BUILDINGS. In the event the owner of any building in the project should allow such building to fall into disrepair and become in need of paint, repair, or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Authority as herein established will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to owner, and failure of owner to begin and continue at a reasonable rate of progress to correct such condition, the Authority may enter upon said premises to do or cause to be done any work necessary to correct said situation. The owner thereof shall be billed for cost plus ten percent (10%). All monies so owed the Authority will become a special assessment against the property of Owner.

Section 18. UTILITY FEE. The Authority herein created is empowered to contract with a utility company for the Owner of each tract or dwelling in this project to pay the amount of \$1.00 (one dollar) to be paid in cash or added to such owner's electric bill each month, as a contribution toward payment for the operation and maintenance of street

lighting in this project. This fee may be adjusted up or down within reason in accord with the rates of the utility company. Authority may include funds for street lights in the general assessment.

Section 19. NOTICE. In all instances herein where notice is required, notice will have been given by placing in the United States mail, said notice to the last known address of such person or party to whom notice is to be given.

Section 20. DEVELOPER'S USE OF COMMONS. It is specifically agreed by each purchaser and stipulated herein that the Developer, its successors, and assigns, will have the right of use of all commons. Such use will be allowed for the purposes of promotion and sale of property by said Developer and will include the right of Developer to issue passes and permits to guests or prospective purchasers of property and Developer's employees to use and enjoy for limited periods, such commons, facilities, and services. This right is reserved until the Developer, its successors, and assigns, so long as said Developer owns land in the project and is marketing same.

ARTICLE X. LAW ENFORCEMENT AND STREET RIGHTS

Section 1. TRAFFIC LAW. Notwithstanding the fact that all or some roads and streets in this project are or may be dedicated not unto the public, but only to the property owners in the project, as easements, it is hereby stipulated that the Commissioners Court will have the full authority to establish speed limits or other traffic laws and rules, and penalties for violation thereof upon the streets of this project, and the law enforcement officers of the County or of the State of Texas or any other official body having such authority, may enter upon this project to enforce the speed limits as set by the County Commissioner's Court or other entity or authority, just as though said roadways were public.

Section 2. PUBLIC LAW. Notwithstanding the fact that commons in the project are private and dedicated only unto the property owners within the project, it is hereby stipulated that any law enforcement officer, County, State, or Federal, is hereby authorized to enter upon the premises of the project for all purposes just as though the project commons were dedicated unto the public and every law enforcement officer will have the same rights, privileges and duties within the boundaries of this project as he would in any subdivision whereby the streets and other commons and facilities were dedicated to the public.

Section 3. RIGHT OF ROAD DEDICATION. Notwithstanding the fact that all roads within this project are dedicated to the property owners and are not public roads and are not dedicated to the county or any other body politic, it is hereby stipulated that after five (5) years from date should the Owners of fifty-one (51) percent of the total tracts in the project so desire and execute a petition to the County Commissioner's Court, petitioning such court to accept said roads as County roadways and should such court accept said roads and agree to maintain same, then said roads shall become County roadways and open unto the public and shall be maintained by the County and such road shall cease to be private roadways. For the purpose of this section, any common, drive, access easement or private road in portion or in total may be considered as roads if established for vehicular traffic.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the project or any tract therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 4. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then Owners of at least seventy-five percent (75%) of the tracts based upon one vote for each tract owned.

Section 5. Declarant shall have the right during the term of the continuation of this agreement to add to the real property within the project any contiguous tracts and the Owners of the tracts within such added portion shall become members of the Association on the same terms and conditions and subject to the same restrictions as apply to Owners of tracts within the original project.

STATE OF TEXAS §
COUNTY OF BANDERA §
AND §
COUNTY OF MEDINA §

EXECUTED THIS _____th day of _____, 20____, at Bandera, Bandera County, Texas.

CIELO TRACE, LP.

By: Cielo Trace Management LLC, its sole general partner

By: _____
Donald L. Apostolo,
Its Sole Manager

This instrument was acknowledged before me this _____ day of _____, 20____, by D.L. Apostolo, Manager of Cielo Trace Management, LLC.

Notary Public, State of Texas
SEAL

EXECUTED THIS _____th day of _____, 20____, at Hondo, Medina County, Texas.

CIELO TRACE, LP.

By: Cielo Trace Management LLC, its sole general partner

By: _____
Donald L. Apostolo,
Its Sole Manager

This instrument was acknowledged before me this _____ day of _____, 20____, by D.L. Apostolo, Manager of Cielo Trace Management, LLC.

Notary Public, State of Texas
SEAL

Medina County Unofficial Copy

EXHIBIT "A"

All those certain lots, tracts or parcels of land located and situated in Hills of Bandera Ranch, a subdivision out of the [LEGAL DESCRIPTION OF SURVEY GOES HERE] Bandera County, Texas and Medina County, Texas, as shown by plat of said subdivision recorded in Volume _____, page _____, of the Plat Records of Bandera County, Texas, and in Volume _____, page _____ of the Plat Records of Medina County, Texas.

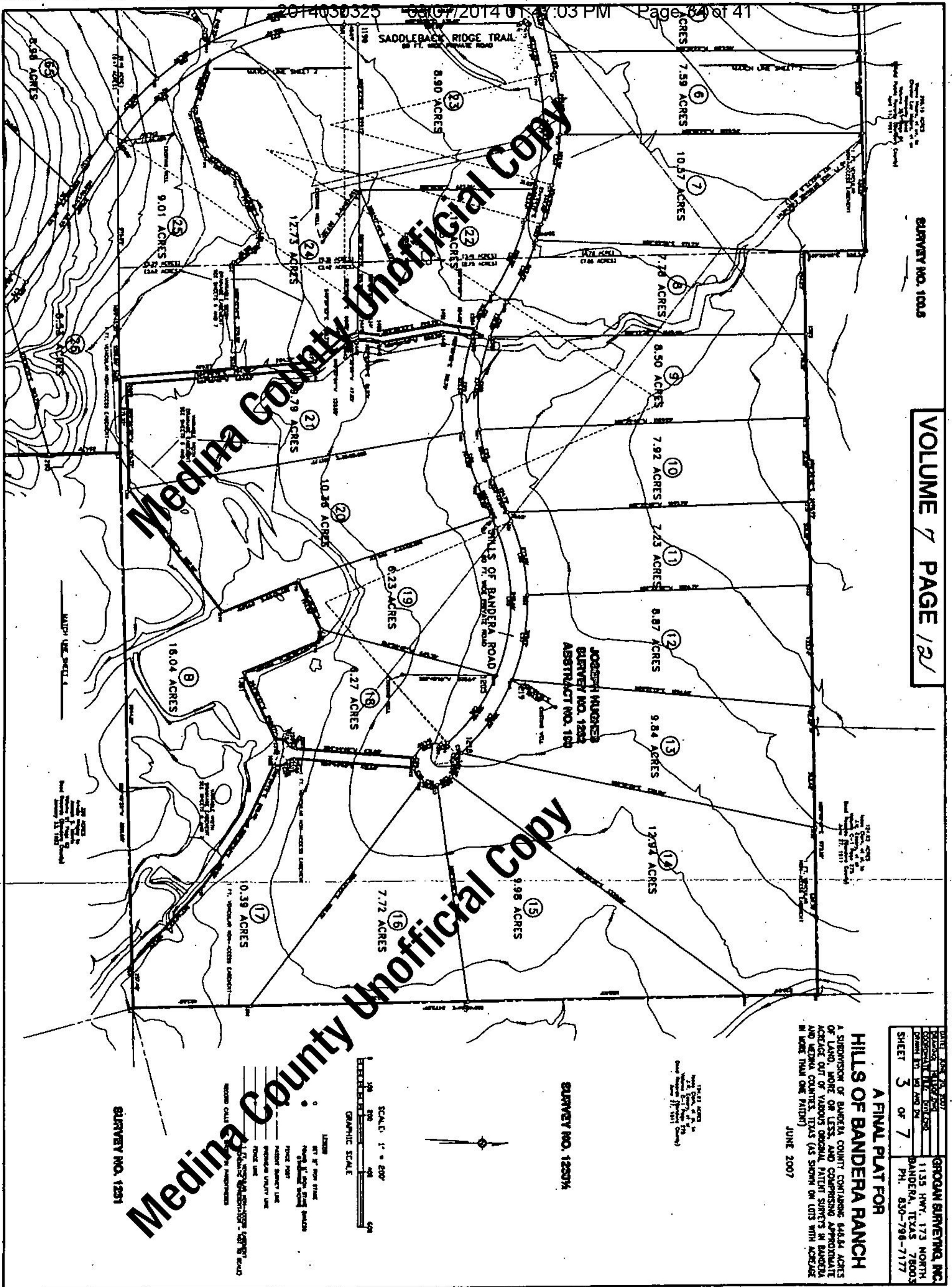
Filed for record _____ date
_____ location
_____ time
_____ Doc. #
_____ Vol. _____ Page

Medina County Unofficial Copy

Medina County Unofficial Copy

SURVEY NO. 1005

VOLUME 7 PAGE 121



GROGAN SURVEYING, INC.
 1155 HWY. 173 NORTH
 BANDERA, TEXAS 78005
 PH. 830-798-7177

A FINAL PLAT FOR
HILLS OF BANDERA RANCH
 A SUBDIVISION OF BANDERA COUNTY CONTAINING 848.64 ACRES OF LAND, MORE OR LESS, AND COMPRISING APPROXIMATE ACREAGE OUT OF VARIOUS ORIGINAL PATENT SURVEYS IN BANDERA AND MEDINA COUNTIES, TEXAS (AS SHOWN ON LOTS WITH ACREAGE IN MORE THAN ONE PATTERN)
 JUNE 2007

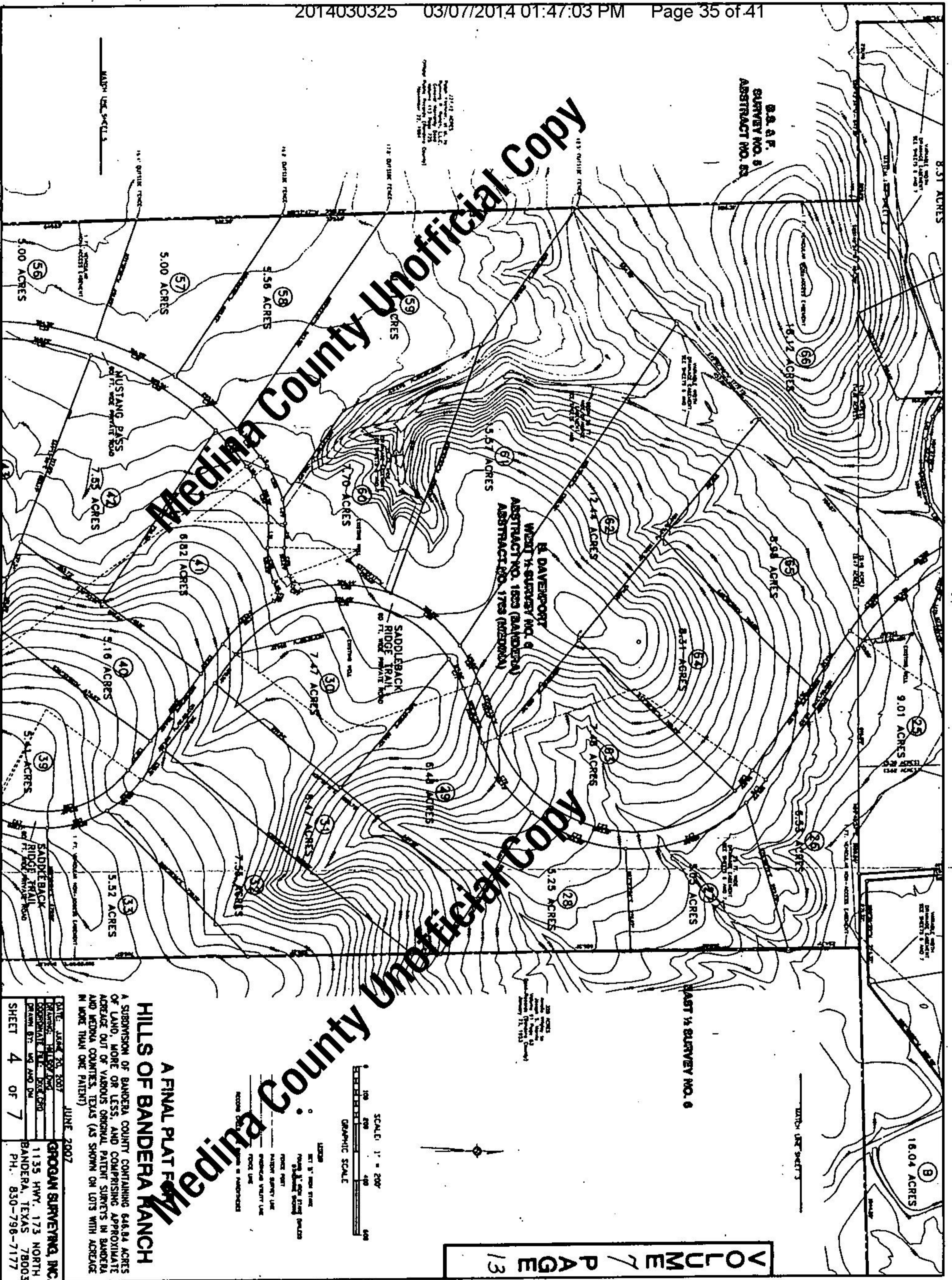
SHEET 3 OF 7

SURVEY NO. 12803A



- 1" = 800'
- 1" = 1600'
- 1" = 2400'
- 1" = 3200'
- 1" = 4000'
- 1" = 4800'
- 1" = 5600'
- 1" = 6400'
- 1" = 7200'
- 1" = 8000'
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- 1" = 97600'
- 1" = 98400'
- 1" = 99200'
- 1" = 100000'

SURVEY NO. 1281



Medina County Unofficial Copy

**A FINAL PLAT FOR
HILLS OF BANDERA RANCH**

A SUBDIVISION OF BANDERA COUNTY CONTAINING 646.84 ACRES OF LAND, MORE OR LESS, AND COMPRISING APPROXIMATE ACREAGE OUT OF VARIOUS ORIGINAL PATENT SURVEYS IN BANDERA AND MEDINA COUNTIES, TEXAS (AS SHOWN ON LOTS WITH ACREAGE IN MORE THAN ONE PATENT)

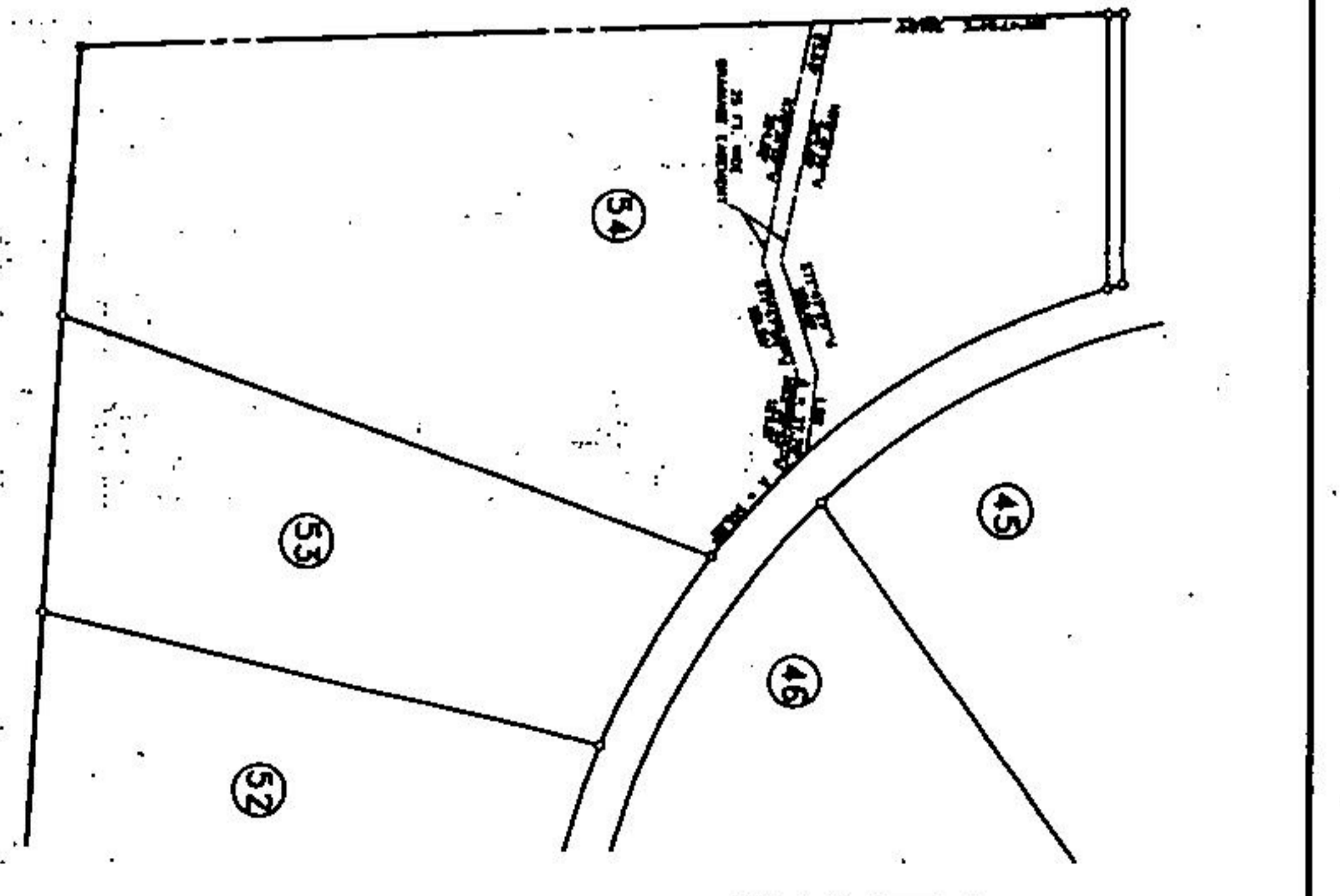
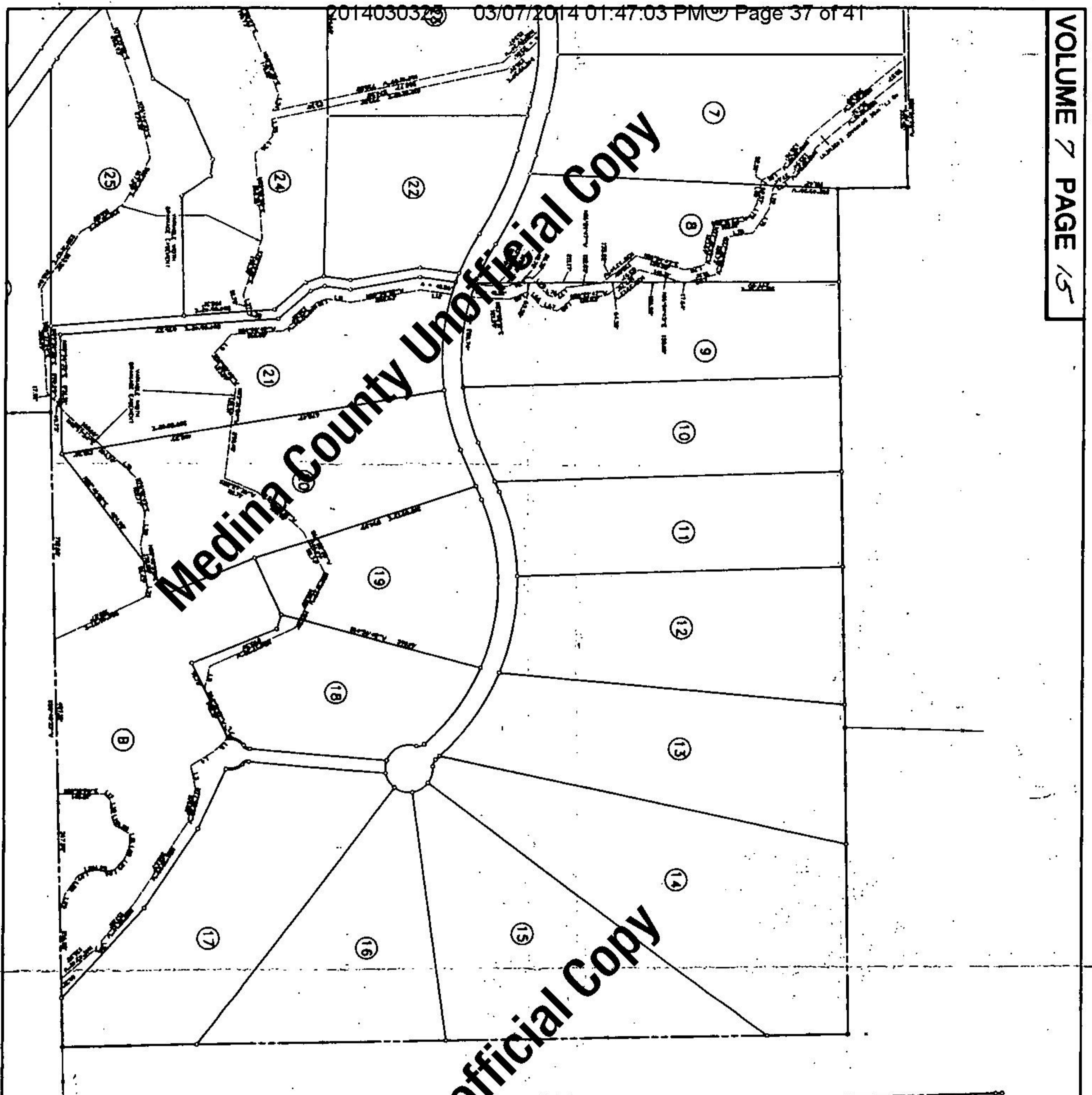
DATE: JUNE 20, 2007
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

GROGAN SURVEYING, INC.
 1135 HWY. 173 NORTH
 BANDERA, TEXAS 78003
 PH. 830-798-7177

SCALE: 1" = 200'
 GRAPHIC SCALE

LEGEND:
 --- 1/4" SECTION LINE
 --- 1/2" SECTION LINE
 --- 1" SECTION LINE
 --- PATENT SURVEY LINE
 --- ORIGINAL SURVEY LINE
 --- FENCE LINE
 --- WATER

VOLUME 7 PAGE 13



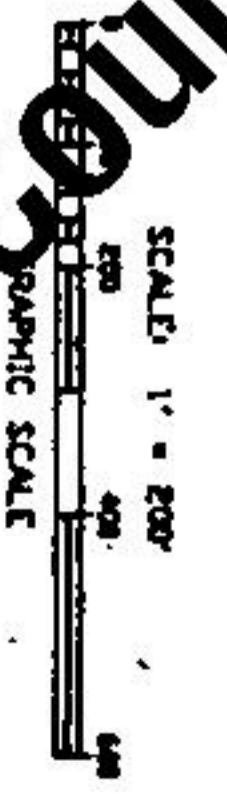
Medina County Unofficial Copy

Medina County Unofficial Copy

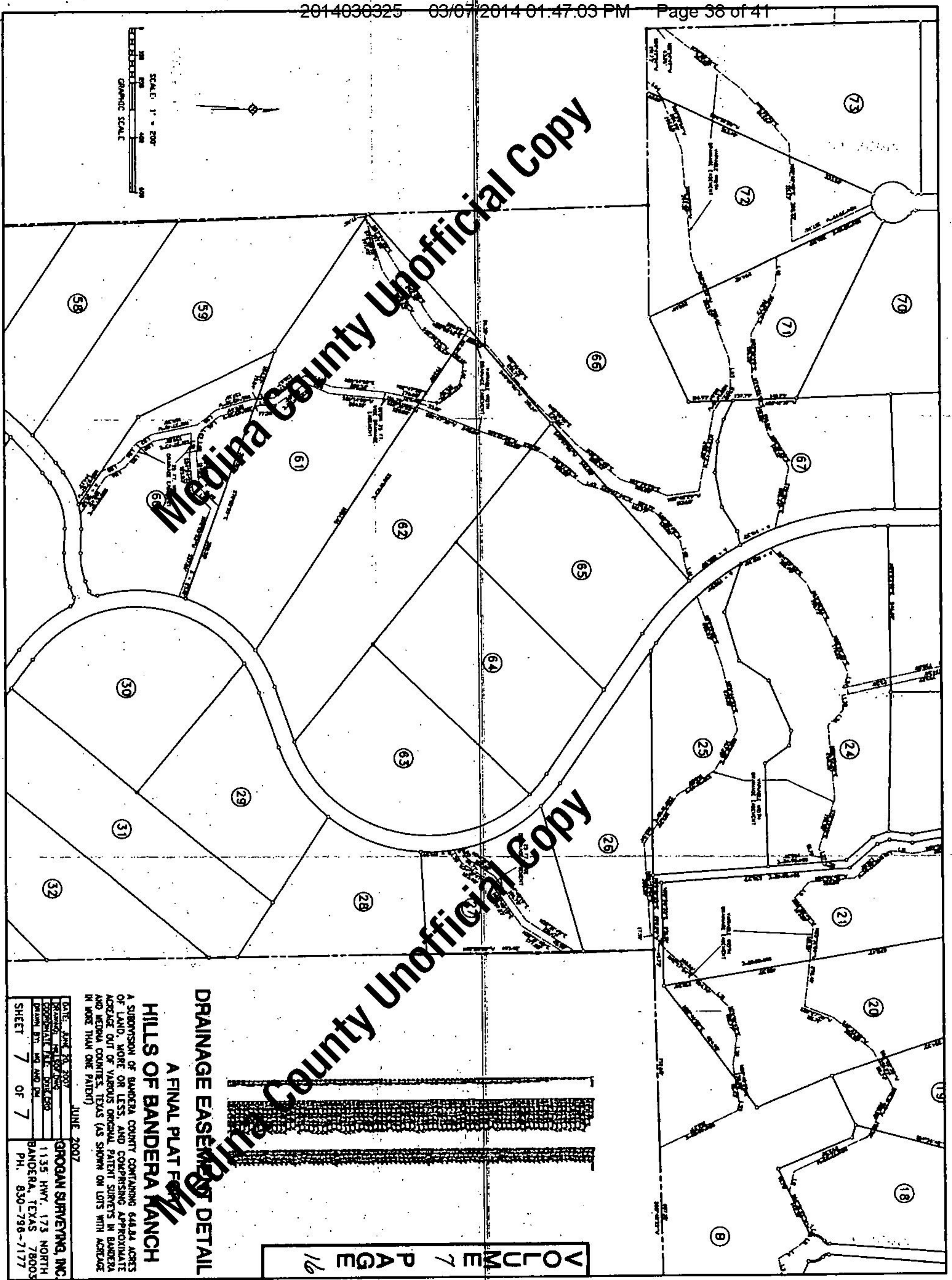
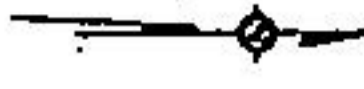
DRAINAGE EASEMENT DETAIL

**A FINAL PLAT FOR
HILLS OF BANDERA RANCH**

A SUBDIVISION OF BANDERA COUNTY CONTAINING 646.84 ACRES OF LAND, MORE OR LESS, AND COMPRISING APPROXIMATE ACREAGE OUT OF VARIOUS ORIGINAL PATENT SURVEYS IN BANDERA AND MEDINA COUNTIES, TEXAS (AS SHOWN ON LOTS WITH ACREAGE IN MORE THAN ONE PATENT)



DATE	JUN 28, 2007	JUNE 2007
DRAWN BY	GRIGAN SURVEYING, INC.	
CHECKED BY		
COORDINATE FILE	1155 HWY. 173 NORTH	
DESK FILE NO. AND PM	BANDERA, TEXAS 78003	
SHEET	6 OF 7	PH. 830-796-7177



Medina County Unofficial Copy

Medina County Unofficial Copy

DRAINAGE EASEMENT DETAIL

**A FINAL PLAT FOR
HILLS OF BANDERA RANCH**

A SUBDIVISION OF BANDERA COUNTY CONTAINING 648.84 ACRES OF LAND, MORE OR LESS, AND COMPRISING APPROXIMATE ACRES OUT OF VARIOUS ORIGINAL PATENT SURVEYS IN BANDERA AND MEDINA COUNTIES, TEXAS (AS SHOWN ON LOTS WITH ACREAGE IN MORE THAN ONE PATENT)

JUNE 2007

DATE: June 28, 2007
DRAWN BY: MG AND DM
CHECKED BY: DML/CSO
COORDINATE FILE: DML/CSO
PROJECT: 1135 HWY, 173 NORTH BANDERA, TEXAS 78003
PH: 830-796-7177
SHEET 7 OF 7

VOLUME 7 PAGE 16

GROGAN SURVEYING, INC.

1135 HWY, 173 NORTH BANDERA, TEXAS 78003 PH. 830-796-7177

STATE OF TEXAS §
COUNTY OF BANDERA §
AND §
COUNTY OF MEDINA §

DOC 00166798 VOL 787 PG 389


EXECUTED THIS 28 th day of June, 2007, at Bandera, Bandera County, Texas.

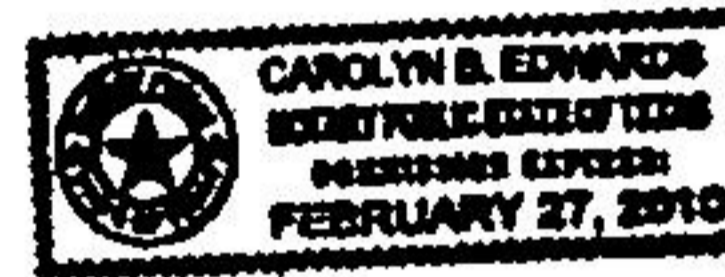
Cielo Trace, LP.

By: Cielo Trace Management LLC, its sole general partner

By: 
Donald L. Apostolo,
its Sole Manager

This instrument was acknowledged before me this 28 day of June, 2007, by D.L. Apostolo, Manager of Cielo Trace Management, LLC.


Carolyn B. Edwards
Notary Public, State of Texas
SEAL



Medina County Unofficial Copy

EXHIBIT "A"

All those certain lots, tracts or parcels of land located and situated in Hills of Bandera Ranch, a subdivision out of the [LEGAL DESCRIPTION OF SURVEY GOES HERE] Bandera County, Texas and Medina County, Texas, as shown by plat of said subdivision recorded in Volume _____, page _____ of the Plat Records of Bandera County, Texas, and in Volume _____, page _____ of the Plat Records of Medina County, Texas.

Filed for record _____ date
_____ location
_____ time
_____ Doc. #
_____ Vol. _____ pages

Filed for Record in:
Bandera County
On: Jun 28, 2007 at 03:07P

As a
Recording

Document Number: 00166798

Amount: 56.00

Receipt Number - 68415

By:
Tania Mansfield

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA:

I hereby certify that this instrument was filed on the date and time stamped hereon by me, and was duly recorded in the volume and end page of the official records of:
Bandera County
as stamped hereon by me.

Jun 28, 2007

Cathy Wheeler, County Clerk
Bandera County

Hand delivered by
Don Apostola

Medina County Unofficial Copy

FILED AND RECORDED

Instrument Number: 2014030325

Filing and Recording Date: 03/07/2014 01:47:03 PM Pages: 41 Recording Fee: \$182.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the PUBLIC RECORDS of Medina County, Texas.



Lisa J Wernette

Lisa J Wernette, County Clerk
Medina County, Texas

Filed By Jeanne Palomo Deputy

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