

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



70 2010 10006156

Instrument Number: 2010-10006156

AS

Recorded On: March 18, 2010 OPR RECORDINGS

Parties: DEER RUN ESTATES INC

To

Billable Pages: 5

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	32.00
Total Recording:	32.00

ORIGINAL

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

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User / Station: O Martinez - Cashering #2

Record and Return To:

DEER RUN ESTATES INC

TO CUSTOMER

SAN MARCOS TX 78666



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped herein and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

Austin Data Inc. HC ADI11392 HY 2010006156.001

**AMENDED, CONSOLIDATED, AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS
FOR DEER RUN ESTATES**

WHEREAS, DEER RUN ESTATES, INC., a Texas corporation was the initial declarant ("Declarant") and owner of all of that certain real property located in Hays County, Texas, described as follows:

DEER RUN ESTATES, a subdivision in Hays County, Texas, recorded in Volume 1, Pages 247 – 48, Hays County Plat Records. Included also in the established subdivision boundaries is Tract Number forty-seven (47) of Deer Run Estates, said Tract Number 47 being 25.57 acres out of the J.D. Rice Survey No. 10 , being a part of Deer Run Estates "Reserves" as shown on said Plat.

WHEREAS, Declarant filed of record the following Restrictive Covenants against the Property:

RESTRICTIVE COVENANTS for said DEER RUN ESTATES which are of record in Hays County, Texas, Deed Records, Volume 264, Pages 363-365.

WHEREAS, The DRE Property Owners Association, Inc. amended the original RESTRICTIVE COVENANTS, which amendments are of record in Hays County, Texas, Deed Records, Volume 707, Page 716, Real Property Records, Hays County, Texas.

Restrictive Covenants and the Amendment are collectively hereinafter referred to as the "Original Restrictive Covenants"; and

WHEREAS, Declarant has relinquished control of the Property to the owners of the tracts within the Property; and the undersigned is the representative of the present DRE Property Owners Association and desires to amend, consolidate and restate the Original Restrictive Covenants pursuant to the provisions of the Original Restrictive Covenants in this AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (A.C.R.D.E.C.R.); and

WHEREAS, according to Article 12 of said original restrictive covenants, the restrictions "May be amended at any time by a majority of the property owners",

WHEREAS, a vote of the Members and Officers was conducted, counted on the 9th day of March, 2010 and the results of the said majority of the property owners was obtained as displayed in Exhibit A,

NOW, THEREFORE, the guidelines set forth in Article 12 having been observed, it is declared (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed. This Declaration, hereby amends, corrects and restates the Original Restrictive Covenants in their entirety. The Property shall hereinafter be

referred to and known as DEER RUN ESTATES, which shall hereafter be subject to the following:

1. That the DRE Property Owners Association, Inc. is the duly assigned agent for the property owners of Deer Run Estates, as described in the Articles of Incorporation dated October 25, 1984, charter number 728756. That the Constitution and Bylaws, as amended from time to time, shall regulate the operations of the DREPOA, Inc.
2. There shall be no further subdivision of any tract or part of a tract, into less than five (5) acre tracts and not less than one five (5) acre tract shall be used as a residential building plot and no tract or tracts or five (5) acre tract out of a tract shall be used for other than a residential building plot.
3. No structure shall be erected, placed, or permitted to remain on any residential building plot other than a single family dwelling and garage, well house, patio pavilion, workshop, barn, and similar appurtenant outbuildings. Each residence shall contain at least 1,000 square feet of floor area, including screened porches.
4. No outdoor toilets shall be used, and, prior to occupancy, each residence shall be equipped with septic tanks for sewage disposal that are built to Hays County codes, and have been inspected and certified by the Hays County Environmental Health Department.
5. There shall be no commercial activities other than those of a farming or ranching nature. Farming or ranching operations shall exclude raising hogs, chickens and turkeys commercially. Livestock belonging to an owner must be fenced in. Businesses that are normally and conveniently conducted from a home are permitted, except that businesses that require ingress and egress into the subdivision by customers or the general public are not permitted.
6. That area shown on Deer Run Estates as "Park" is dedicated for the use and benefit of the present and any future owners of property in said Deer Run Estates.
7. Each tract shall be subject to a fifty foot (50') set back from the property line along roads, and no improvements other than fences, curbs, sidewalks, and driveways shall be constructed thereon. Each tract shall be subject to a ten foot (10') utility easement along each property line and along all roads, and no improvements others than fences shall be built thereon. All property owners are expected to confine themselves to the boundaries of the property purchased.
8. Tract No. One (1) of said Deer Run Estates shall not in any way be subjected to any of the restrictions herein set forth.
9. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Tract and no odors shall be permitted to arise there from so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. Waste placed by the roadway for pickup shall be in garbage cans or similar containers. Neither the Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No junk, repair, or wrecking yard shall be located on the Property or any Tract. Material of any kind stored on any tract shall be arranged in an orderly manner and shall be properly covered.

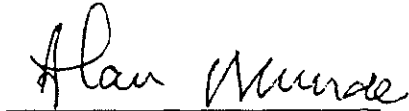
10. No portion of any Tract shall be used in a manner that adversely affects other Tract Owners or creates an annoyance or nuisance to other Owners.
11. No mobile homes shall be permitted on any Tract. A mobile home is not permitted even if its wheels shall have been removed and the structure set on a permanent foundation or slab and even if connected to water, septic facilities, and electrical lines. The only exception to the restriction on mobile homes is for those mobile homes that existed in the subdivision prior to the effective date of this document. Mobile homes that existed on tracts prior to the effective date of this document are grandfathered from this restriction and may remain. No other mobile homes may be brought into the subdivision after the effective date of this document.
12. No tents, campers or trailers shall be used on any tract for residential purposes.
13. If any tract contains trees or other vegetation that are infected or diseased, such Owner will immediately notify the Board of Directors of the DREPOA, Inc. and use all reasonable efforts to remedy and control such disease so as to prevent it from spreading to other tracts.
14. No discharge of any waste, chemical, toxic materials, or other matter shall be permitted into any creek, stream, waterway, or directly on the land within or bordering on Deer Run Estates that may in any way be harmful to the animals, vegetation, or other persons.
15. If the owner(s), their heirs, successors, or assigns of any tract, or any five (5) or more acre subdivision thereof shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned or any person or persons owning any other property in this subdivision to prosecute any action at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent such violation or to recover damages of such violation, the above enumerated restrictions shall each be a covenant running with the land that may be amended at any time by a vote (in person or by proxy) or written consent of sixty-six and two-thirds percent (66 2/3%) of the Members in Good Standing, as defined in the Constitution and Bylaws of the DRE Property Owners Association, Inc..
16. Invalidatation of any of these covenants by judgment of the court shall in no way affect any other provisions which shall remain in full force and effect.

NOW THEREFORE, the undersigned officers of DRE Property Owners Association, Inc. acting on behalf of the so called "Majority" of owners of property located in Deer Run Estates, have amended, consolidated and restated the Original Restrictive Covenants pursuant to the provisions of the Original Restrictive Covenants in this AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS. It is further the intent of the DRE Property Owners Association, Inc., acting on behalf of the so called majority of owners located in Deer Run Estates, that the original Restrictive covenants and any amendments thereto referenced herein be rendered null and void and these A.C.R.D.E.C.R. be the exclusive Restrictive Covenants, Restrictions, and Conditions for Deer Run Estates.

EXECUTED this the 11th day of **March**, A.D., 2010.



Chuck Donelson
President

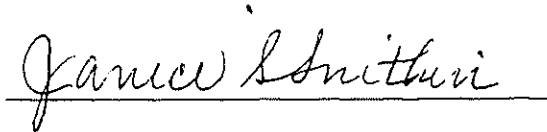
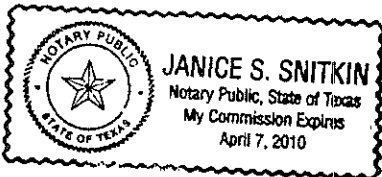


Alan Munde
Vice President

THE STATE OF TEXAS,
COUNTY OF HAYS.

BEFORE ME, the undersigned authority in and for said County and State. On this day personally appeared Chuck Donelson and Alan Munde, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, 2010.



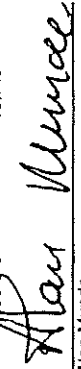
Notary Public in and for Hays County, Texas.

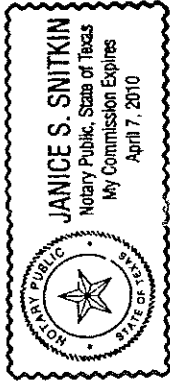
Deer Run Estates Property Owners Association

Record of the vote on the proposed "Amended, Consolidated, and Restated Declaration of Easements, Covenants, and Restrictions for Deer Run Estates" dated December 18, 2009 and the proposed revision to the "Constitution & Bylaws of DRE Property Owners Association, Inc." dated December 18, 2009.

Tract	Name	Weighting of Votes	Vote Results		
			For	Against	Abstain
1	Bratton	1.00			1.00
2	Belstner	1.00	1.00		
3	A	0.50	0.50		
	B	0.50	0.50		
4	A	0.33	0.33		
	B	0.33	0.33		
5	A	0.33	0.33		
	B	0.33	0.33		
6	Birchall	1.00	1.00		
7	Suckley	1.00	1.00		
8	Gardow	1.00			1.00
9	Ledbetter	1.00	1.00		
10	Vernon	1.00	1.00		
11	A	0.50	0.50		
	B	0.50	0.50		
12	Birchall	1.00	1.00		
13	Vernon	1.00	1.00		
14	Grayson	1.00	1.00		
15	Fisher	1.00	1.00		
16	Santi	1.00	1.00		
17	Whipple	1.00	1.00		
18	Normand	1.00	1.00	1.00	
19	Goodman	1.00	1.00		
20	Brazel	1.00	1.00		1.00
21	Mora	1.00	1.00		
22	Goodman	1.00	1.00		
23	Normand	1.00	1.00	1.00	
24	A	0.33			0.33
	B	0.33		0.33	
25	A	0.33			0.33
	B	0.33		0.33	
26	Cogswell	1.00	1.00		
27	Catt	1.00	1.00	1.00	
28	Patoski	1.00	1.00		
29	A	0.33	0.33		
	B	0.33	0.33	0.33	
30	Branch	1.00		1.00	
31	A	0.50	0.50		
	B	0.50	0.50	0.50	
32	A	0.50	0.50		
	B	0.50	0.50	0.50	
33	Cogswell	1.00	1.00		
47	Total	31.00	21.33	5.17	4.50
		Percentage	68.8%	16.7%	14.5%

Signed:  Chuck Donelson
President

 Alan Munde
Vice President



 Janice Snitkin
Notary Public

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666



2010-10006155

Instrument Number: 2010-10006155

Recorded On: March 18, 2010 AS OPR RECORDINGS

Parties: DRE PROPERTY OWNERS ASSOCIATION INC

Billable Pages: 15

To

Number of Pages: 16

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	72.00
Total Recording:	72.00

ORIGINAL
Make copies

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

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DEER RUN ESTATES INC

TO CUSTOMER

SAN MARCOS TX 78666



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped herein and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche
Linda C. Fritsche, County Clerk

Austin Data Inc. HC ADI11392 HY 2010006155.001

**CONSTITUTION & BYLAWS
OF
DRE PROPERTY OWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION**

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.01 **Name** The name of the Association is DRE PROPERTY OWNERS ASSOCIATION, INC. (hereafter referred to as "Association").

1.02 **Established Boundaries** The boundaries of said Association shall be as per the Platt recorded in Vol. 1, Pages 247-248, Hays County Platt Records. Included also in the established subdivision boundaries is Tract Number forty-seven (47) of Deer Run Estates, said Tract Number 47 being 25.57 acres out of the J.D. Rice Survey No. 10, being a part of Deer Run Estates "Reserves" as shown on said Plat.

1.03 **Mailing Address** The Association mailing address is P.O. Box 1038, Wimberley, Texas 78676.

1.04 **Principal Office** The principal office of the Association shall be the address of the President.

**ARTICLE II
PURPOSE AND PARTIES**

2.01 **Purpose** The purpose for which the Association is formed is to administer the common affairs of the property owners in Deer Run Estates subdivision (hereafter referred to as "Deer Run Estates"), situated in the County of Hays, State of Texas, as described in this Constitution and Bylaws.

Related purposes include:

- (a) to protect deed restrictions in the area.
- (b) to encourage improvements in the appearance of public and private properties in the area.
- (c) to promote wholesome social, cultural and recreational activities in the area.
- (d) to take concerted actions in matters pertaining to the welfare of area landowners.
- (e) to facilitate two-way communications between landowners and governmental agencies.

2.02 **Parties** All present or future owners, tenants, or any other person who might use in any manner the facilities of the Association are subject to the provisions and any regulations set forth in this Constitution and Bylaws. The mere acquisition, lease or rental of any Tract or the mere act of occupancy of a Tract will signify that this Constitution and Bylaws is accepted, approved, ratified, and will be complied with.

ARTICLE III DEFINITIONS

3.01 **Articles** Articles shall mean and refer to the Articles of Incorporation of the Deer Run Estates Property Owners Association.

3.02 **Association** Association shall mean and refer to the Deer Run Estates Property Owners Association, a corporation under the Texas Non-Profit Corporation Act, its successors and assigns.

3.03 **Common Areas** Common Areas shall include those Tracts and parts of Tracts that have been given, purchased, or otherwise acquired by the Association for the use and enjoyment of all members.

3.04 **Tracts or Tract** Tracts refers collectively to the Tracts comprising Deer Run Estates. Tract refers to one Tract in the singular.

3.05 **Management Documents** The Management Documents include the Amended, Consolidated, and Restated Declaration of Easements, Covenants, and Restrictions for Deer Run Estates (A.C.R.D.E.C.R.), the Articles of Incorporation, and this Constitution and Bylaws.

3.06 **Member or Members** Member or members shall mean and refer to any person or entity who is an owner, and therefore a member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest. Membership shall terminate without any formal Association action whenever such person or entity ceases to be an owner, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in the Association, or impair any rights or remedies which Officers of the Association or others may have against such former owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.07 **Member in Good Standing** A Member shall be deemed to be in good standing and entitled to vote or be elected to an Officer position at any annual or special meeting of Members, within the meaning of this Constitution and Bylaws, if and only if the Member has fully paid all Assessments and Dues made or levied against him. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken to comply with any law, ordinance or order of a governmental authority.

3.08 **Officers** The elected officers shall be: President, Vice President, and Secretary/Treasurer. These officers shall also be considered the Directors of the Association.

- 3.09 **Owner or Owners** Owner shall mean and refer to the record owner, whether one or more persons or entities, of any fee simple interest in of any Tract or Tracts in Deer Run Estates, but excluding the beneficiary of any mortgage.
- 3.10 **Restrictive Covenants** The A.C.R.D.E.C.R. for Deer Run Estates are official public records recorded in Hays County, Texas.
- 3.11 **Deer Run Estates** Deer Run Estates is collectively described as follows:
- Deer Run Estates, a subdivision in Hays County, Texas, recorded in Vol. 1, Pages 247-248, Hays County Plat Records. Included also in the established subdivision boundaries is Tract Number forty-seven (47) of Deer Run Estates, said Tract Number 47 being 25.57 acres out of the J.D. Rice Survey No. 10 , being a part of Deer Run Estates "Reserves" as shown on said Plat.

ARTICLE IV MEETINGS OF MEMBERS AND VOTING

- 4.01 **Regular Meetings** Regular meetings shall be held once each quarter in the months of January, April, July, and October.
- 4.02 **Special Meetings** Special meetings may be called at the discretion of the President and only the business for which such meeting was called may be transacted at such meeting. Due notice shall be given to all officers and members for a special meeting.
- 4.03 **Notice and Place of Meetings** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary/Treasurer or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Members may elect to have notice sent via email in lieu of regular mail. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- 4.04 **Membership Voting** The Members shall be the Owners who shall be entitled to one vote for the Tract owned as detailed in the Restrictive Covenants and any amendments thereto. If an Owner owns more than one Tract, then the Owner is still only entitled to one vote. When more than one person holds an interest in any Tract, all such persons shall act as one Member and shall collectively be entitled to only one vote. The one vote for such Tract shall be exercised as they among themselves determine. Only Members in Good Standing shall be entitled to exercise the right to vote.
- 4.05 **Quorum** The presence either in person or by proxy at any meeting of Members entitled to cast at least twenty-five percent (25%) of the total votes of Members in Good Standing shall constitute a quorum for any action except as otherwise provided in the Articles or this Constitution and Bylaws. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. No

business may be conducted if a quorum is not present except for setting next meeting date.

4.06 Adjourned Meetings If a quorum shall not be present or represented at any meeting a majority of the Members entitled to vote thereat may, unless otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than forty five (45) days from the meeting date, at which meeting the quorum requirements shall be waived.

4.07 Proxies At all meetings of Members, each Member in Good Standing may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Tract. No proxy shall be valid after the expiration of eleven (11) months from the date thereof.

4.08 Order of Business The following shall be the accepted order of business for Regular Meetings:

- A. Call meeting to order.
- B. Recognition of visitors.
- C. Welcome to new members.
- D. Reading of minutes of previous meetings.
- E. Report of treasury.
- F. Report of Committees.
- G. Communications and bills.
- H. Unfinished business.
- I. New business.
- J. Set next meeting date
- K. Adjournment.

ARTICLE V OFFICERS OF THE ASSOCIATION

5.01 Number of Officers The affairs of the Association shall be managed by three elected officers, who must be Members in Good Standing of the Association.

5.02 Enumeration of Officers The officers of the Association shall be as follows:

- (a) A President,
- (b) A Vice President,
- (c) A Secretary/Treasurer, and
- (d) Such special appointments as the Officers may from time to time by resolution create as the affairs of the Association may require. Each special appointee shall hold office for such period, having such authority, and performing such duties as the Officers may, from time to time determine.

5.03 Nomination of Officers Nomination for election of Officers shall be made by a Nominating Committee. Nominations may also be made from the floor at the regular meeting in July. The Nominating Committee shall consist of a Chairman, and two or more Members in Good Standing of the Association. The Nominating Committee shall be appointed by the President not less than thirty (30) days prior to the regular July

meeting. The Nominating Committee shall nominate one (1) name for each office. Nominations must be made from among Members in Good Standing.

5.04 **Election of Officers** The election of officers shall take place at the regular meeting of the Members in October. Installation of Officers shall be at the regular meeting in January.

5.05 **Term of Office** Officers shall serve for two (2) years from the date of installation unless an officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

5.06 **Vacancies by Death or Resignation** Any officer may resign at any time by giving written notice to the other Officers. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the event of the death or resignation of an officer, a successor officer shall be selected by the remaining officers and shall serve for the unexpired term of such officer. An officer whose membership in the Association ceases because of the sale or other conveyance of his/her Tract shall be considered to have resigned.

5.07 **Removal of Officers** At any regular or special meeting of the Membership duly called, any one or more of the officers may be removed with or without cause by a majority of the quorum present, and a successor may then and there be elected to fill the vacancy thus created. If the vacancy is not then and there filled, it may be filled at any regular or special meeting called for the purpose by a majority of the quorum present. Any officer whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

ARTICLE VI DUTIES, POWERS, INDEMNIFICATION, AND COMPENSATION OF THE OFFICERS

6.01 **Duties** The duties of the officers are as follows:

(a) **President** The President shall be the chief executive officer of the Association. He/she shall:

- i. Preside at all meetings of the Officers and of the Association;
- ii. Have the power to appoint committees from among the Members to assist in the conduct of the affairs of the Association;
- iii. Have authority to sign, with the Secretary/Treasurer, any deeds, mortgages, bonds, contracts, leases, employment agreements, or other instruments which the Officers have authorized him/her to execute, except in cases where the signing and execution thereof has been expressly delegated by the Officers to some other officer or agent of the Association, or is required by law to be otherwise signed or executed;
- iv. Be designated as one of the officers authorized to co-sign all checks and promissory notes;

v. Have all of the general powers and duties which are usually vested in the office of president of an Association.

(b) Vice President The Vice President shall:

i. Have the power and authority to perform all the functions and duties of the President, in the event of the President's absence or his/her inability or refusal for any reason to exercise such powers and functions or to perform such duties;

ii. Be designated as one of the officers authorized to co-sign all checks and promissory notes;

iii. Perform any duties he/she is directed to perform by the President.

(c) Secretary/Treasurer The Secretary/Treasurer shall:

i. Keep all the minutes of all meetings of the Officers and the minutes of all meetings of the Association in books provided for that purpose;

ii. Compile and keep up to date a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall also identify opposite each Member's name the property interest in Deer Run Estates owned by such Member, including the number of Tracts and acres owned;

iii. See that all notices are duly sent in accordance with the provisions of this Constitution and Bylaws or as required by law;

iv. Be custodian of the Officer's and Association's records;

v. Have responsibility for Association funds and be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association and present a report of finances at each meeting;

vi. Receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds in the ordinary course of business. Disbursements exceeding \$300.00 require the signature of two (2) Officers;

vii. Maintain a current, accurate record of the payment of dues and assessments by the Members and, prior to each meeting of the Members, furnish to them a list of all members who have fully paid all assessments and dues made or levied against them. The Members included on such list shall constitute the Members in Good Standing.

viii. Be designated as one of the officers authorized to co-sign all checks and promissory notes of the Association;

ix. Have the power to perform all the duties incident to the office of Secretary/Treasurer and such other duties as from time to time may be assigned to him/her by the President.

6.02 **Other Duties** Other duties of the Officers shall normally include, but not be limited to the following:

(a) **Maintenance** Keep in good order, condition and repair all of the Common Areas and all items, if any, of personal property used in the enjoyment of the Common Areas and to designate and employ the personnel necessary for the maintenance and operation of the Common Areas;

(b) **Insurance** Insure and keep insured the improvements, if any, located in the Common Areas in an amount equal to their maximum replacement value, and to obtain and maintain comprehensive liability insurance covering the entire premises. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary, to provide such coverage and protection as the Officers may deem prudent;

(c) **Annual Dues** Determine the budgetary requirements of the Association and, based upon that determination:

i. Fix the amount of the annual dues against each Member. The amount of the annual dues shall be put to a vote in the October meeting. A majority vote of the votes cast of members present and signed votes from absent members is required for ratification:

ii. Annual dues are assessed to each member equally, regardless of the number of tracts owned. Annual dues are payable beginning January 1 and shall be considered delinquent if not paid by March 31. Members that have delinquent dues shall be considered members not in good standing and will not be allowed to vote on any Association related business.

iii. Send written notice of the annual dues to every Member subject thereto by December 1st;

iv. Suspend a Member's voting rights and right to use the Common Areas and facilities thereon for any period during which the annual dues owed by the Member remain unpaid more than sixty (60) days after it is due. Keys for the lock on the River Park will not be distributed to Members who have not paid their annual dues and/or are not Members in Good Standing : and

v. File an affidavit of lien against any property for which annual dues are not paid within one hundred and eighty (180) days after their due date or bring an action at law against the Member personally obligated to pay the same:

(d) **Expenses and Obligations** Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all

licenses, taxes, or governmental charges levied or imposed against the property of the Association:

(e) **Discharge of Liens** Discharge by payment, if necessary, any lien against any property of the Association and assess the cost thereof to the Member or Members responsible for the existence of such lien;

(f) **Committees** Appoint a Nominating Committee, as provided in this Constitution and Bylaws, and other committees as deemed appropriate in carrying out its purposes.

(g) **Records** Keep and maintain full and accurate books and records including minutes of all meetings and financial records which show all receipts, expenses or disbursements: to permit examination thereof at any reasonable time by any Member: and to prepare and deliver annually to each Member a financial statement summarizing all receipts, expenses or disbursements since the last statement;

6.03 **Powers** The powers of the Officers shall normally include, but not be limited to the following:

(a) **Enforcement** Administer and enforce the conditions, easements, restrictions, uses, limitations, obligations, and all other provisions as set forth in the A.C.R.D.E.C., this Constitution and Bylaws, by lawsuit or otherwise;

(b) **Disciplinary Action** Initiate and execute disciplinary proceedings against Members for violation of provisions of the management documents. Penalties may include, but are not limited to: fines, temporary suspension of voting rights, or other appropriate discipline for failure to comply with the governing instruments, provided that the accused Member is given thirty (30) days written notice of the action to be taken, stating the reasons therefore, and a timely opportunity to be heard by the Officers with respect to the alleged violations before a decision to impose discipline is reached;

(c) **Assessments, Disciplinary Action** Levy and collect assessments, impose fines or liens, or take disciplinary action against any Member for failure to pay assessments;

(d) **Adoption of Rules** Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and establish penalties for the infraction thereof;

(e) **Manager** Manage the affairs of the Association including, if necessary, the employment of a manager or an independent contractor or such other employees as it deems necessary and the determination of their duties;

(f) **Contracts** Contract for goods and/or services for the facilities and for the Association, subject to the limitations set forth in Section 8.03 of this Constitution and Bylaws;

(g) **Delegation** Delegate its authority and powers to committees or employees of the Association;

(h) **Budgets** Prepare budgets and financial statements for the Association as provided in this Constitution and Bylaws;

(i) **Bank Accounts** Establish one or more bank accounts, savings accounts or other investment accounts for, the common treasury and for all separate funds which are required or may be deemed advisable by the Officers. Two (2) officer signatures shall be required on all checks written in excess of \$300;

(k) **Absence of Officer** Declare the office of an Officer to be vacant in the event such Officer shall be absent from three (3) consecutive regular meetings;

(l) **Vacancy of the Officers** Fill vacancies of the Officers except for vacancies created by the removal of a officer.

6.04 **Action Requiring Consent** The Officers may take the following actions only upon obtaining the consent of Members as follows:

(a) **Action Requiring 25% Approval** The vote or written consent of twenty-five percent (25%) of the total votes of the Members in Good Standing shall be necessary to do the following:

i. To enter into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one year with the following exceptions:

(1) A contract with a public utility company if the rates charged for the materials or services are regulated by the relevant state utilities commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(2) Prepaid casualty and/or liability insurance policies of not to exceed three years duration; provided that the policy permits short rate cancellation by the insured.

ii. Incurring aggregate expenditures for capital improvements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year:

iii. Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

iv. Paying compensation to the officers of the Association actual expenses incurred when carrying on the business of the Association.

v. Filling a vacancy created by the removal of an Officer.

(b) **Action Requiring 51% Approval** The vote or written consent of fifty-one percent (51%) of the total votes of the Members in Good Standing shall be necessary to do the following:

- i. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- ii. Dedicate, sell or transfer all of or any part of any interest it may have in any real property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- iii. Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional property.

(c) **Action Requiring 100% Approval** So long as there is any area or Tract for which the association is obligated to provide management, maintenance, preservation or control for the Association, the vote or written consent of one hundred percent (100%) of the Members in Good Standing shall be required to do the following:

- i. Transfer all or substantially all of its assets; or
- ii. File a certificate of dissolution.

6.05 Indemnification of Officers The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he/she is or was an officer, committee member, employee, servant or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him/her in connection with such action, suit or proceeding if it is found and determined by the Officers or a Court that he/she:

(a) Acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association; or

(b) With respect, to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

The Association shall not be obligated to indemnify any Member, who is or is not an officer, committee member, or uncompensated agent of the Association, with respect to obligations assumed or liabilities incurred by him/her by virtue of the Restrictive Covenants as a Member of the Association or Owner of a Tract

covered thereby. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in this section of the Constitution and Bylaws may be advanced by the association prior to final disposition thereof upon receipt of an undertaking by or on behalf of the person who may be entitled to indemnification, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he/she is not entitled to indemnification under this section of the Constitution and Bylaws.

The rights of indemnification herein provided may be insured against by policies maintained by the Association; shall be severable; shall not affect any other rights to which any officer, committee member, employee, servant or agent may now or hereafter be entitled; shall continue as to a person who has ceased to be such officer, committee member, or agent; and shall inure to the benefit of the heirs, executors and administrators of such a person.

6.06 **Compensation** No officer shall receive compensation for any service that officer may render to the Association. However, any officer may be reimbursed for actual expenses incurred in the performance of the officer's duties.

ARTICLE VII FISCAL POLICIES

7.01 **Fiscal Year** The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

7.02 **Financial Statements** The following financial statements for the Association shall be prepared and distributed to each Member, regardless of the number of Members or the amount of assets of the Association.

(a) **Budget** A recommended annual operating budget, the amount of member annual dues, and the officer disbursement authority limit shall be prepared by the officers and presented to the membership for consideration at the July meeting. Based on input received from the membership, these items shall be put to a vote in the October meeting. A majority vote of the votes cast of members present and signed votes from absent members is required for ratification.

(b) **Annual Report** An annual report consisting of the following shall be distributed to each Member within ninety (90) days after the close of the fiscal year:

- i. A balance sheet as of the end of the fiscal year, which includes a schedule of assessments received and receivable, identified by the Tract numbers and the name or names of the Members assessed;
- ii. An income and expense statement for the fiscal year;
- iii. A statement of any changes in financial position for the fiscal year.

ARTICLE VIII BOOKS AND RECORDS

8.01 Inspection by Members The membership register, books of accounts, lists of Members in Good Standing, and minutes of meetings of the Members, of the Officers and of committees shall be made available for inspection and copying by any Member of the Association, or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Members interest, at the office of the Association or at such other place as the Officers shall prescribe.

8.02 Rules for Inspection The Officers shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made;
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

8.03 Inspection by Officers Every officer shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a officer include the right to make extra copies of documents.

ARTICLE IX OBLIGATIONS OF THE MEMBERS

9.01 Assessments Each Member shall be obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may take legal action against the Member personally obligated to pay the same or file the affidavit of lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Payment of assessments as they are due shall entitle the Member to the designation of Member in Good Standing with full voting rights in the Association and the right to use the Common Areas and facilities.

9.02 Damage to Common Areas Each Member and any lessee of any Member shall be liable to the Association for any damage to the Common Areas or property of the

Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his family or guests. If the Tract, the ownership or leasing of which entitles the Member or lessee thereof to use the Common areas or property of the Association, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several. The amount of such damage may be assessed against such person's real and personal property on or within Deer Run Estates, and may be collected as provided in this Constitution and Bylaws for the collection of assessments.

9.03 General Each Member shall comply with the provisions of the Restrictive Covenants, the Articles, this Constitution and Bylaws and the rules and amendments and supplements thereto. Each Member shall always endeavor to observe and promote the general welfare of and the purposes for which the Association was established.

ARTICLE X AMENDMENTS

10.01 Amendment of the Constitution and Bylaws This Constitution and Bylaws may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent of sixty-six and two-thirds percent (66 2/3%) of the Members in Good Standing, provided notice of the proposed amendment was presented to all members.

Notwithstanding the above, the percentage of a quorum or of the total votes of the Association necessary to amend a specific clause or provision in the Constitution and Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

10.02 Interpretation In the case of any conflict between the Articles of Incorporation and this Constitution and Bylaws, the Articles shall control; and in the case of any conflict between the Restrictive Covenants and this Constitution and Bylaws, the Restrictive Covenants shall control.

CERTIFICATION

We, the undersigned officers of DRE Property Owners Association, Inc., do hereby certify:

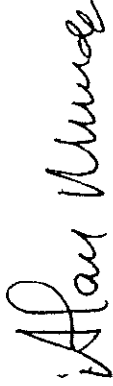
THAT we are the duly elected and acting officers of the DRE Property Owners Association, Inc., a Texas non-profit corporation, and,

THAT the foregoing Constitution and Bylaws constitute a total revision and replacement any preceding Constitution and Bylaws or amendments thereto of said Association, as duly adopted by a majority vote of the Members and Officers thereof, concluded and counted on the 9th day of March, 2010 as displayed in Exhibit A.

EXECUTED this 11th day of March, 2010.



Chuck Donelson
President



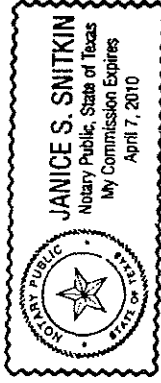
Alan Munde
Vice President

THE STATE OF TEXAS,

COUNTY OF HAYS.

BEFORE ME, the undersigned authority in and for said County and State. On this day personally appeared Chuck Donelson and Alan Munde, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, 2010.



Janice Snitkin

Notary Public in and for Hays County, Texas.

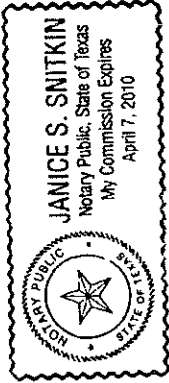
Record of the vote on the proposed "Amended, Consolidated, and Restated Declaration of Easements, Covenants, and Restrictions for Deer Run Estates" dated December 18, 2009 and the proposed revision to the "Constitution & Bylaws of DRE Property Owners Association, Inc." dated December 18, 2009.

Tract	Name	Weighting of Votes	Vote Results		
			For	Against	Abstain
1	Bratton	1.00			1.00
2	Belshner	1.00	1.00		
3	A B	0.50 0.50	0.50 0.50		
4	A B C	0.33 0.33 0.33	0.33 0.33 0.33		
5	Birchall	1.00	1.00		
6	Suckley	1.00	1.00		
7	Gardow	1.00			1.00
8	Lebetter	1.00	1.00		
9	Vernon	1.00	1.00		
10	A B	0.50 0.50	0.50 0.50		
11	Birchall	1.00	1.00		
12	Vernon	1.00	1.00		
13	Grayson	1.00	1.00		
14	Fisher	1.00	1.00		
15	Santi	1.00	1.00		
16	Whipple	1.00	1.00		
17	Normand	1.00		1.00	
18	Goodman	1.00	1.00		
19	Brazeal	1.00			1.00
20	Mora	1.00	1.00		
21	Goodman	1.00	1.00		
22	Normand	1.00		1.00	
23	A B C	0.33 0.33 0.33		0.33	0.33
24	Cogswell	1.00	1.00		
25	Catt	1.00		1.00	
26	Patoski	1.00	1.00		
27	A B C	0.33 0.33 0.33	0.33	0.33	0.33
28	Branch	1.00		1.00	
29	A B	0.50 0.50	0.50	0.50	
30	A B	0.50 0.50	0.50		0.50
47					
Total		31.00	21.33	5.17	4.50
Percentage		100.0%	68.8%	16.7%	14.5%

Signed:

Chuck Donelson
Chuck Donelson
President

Alan Munde
Alan Munde
Vice President



Janice Snitkin
Notary Public