



STATE OF TEXAS

COUNTY OF TRAVIS

**Amendment to Bylaws of
Crosswind Property Owners' Association, Inc.
[Restriction]**

Whereas the Protective Restrictions and Covenants for Crosswind were filed of record in Volume 5648, Page 1389 of the Deed Records of Travis County, Texas; and whereas an Amendment to the Protective Restrictions and Covenants for Crosswind was filed of record in Volume 6497, Page 516 of the Deed Records of Travis County, Texas; and whereas by virtue Articles of Consolidation attached hereto as **Exhibit A** Hidden Hills Club, Inc., formerly a property owners association governing property further described in the Protective Restrictions and Covenants for Hidden Hills I, filed of record in Volume 3223, Page 1 of the Deed Records of Travis County, Texas, was consolidated with Crosswind, with the Crosswind deed restrictions replacing the Hidden Hills deed restrictions; and

Whereas the Bylaws for Crosswinds Property Owners' Association, Inc. (a copy of which are attached as **Exhibit B**) were adopted at the time the corporation was formed; and

Whereas the Declaration and Bylaws for the Crosswinds Property Owners' Association, Inc. provide for regular and special assessments to be paid to the association by members of the association; and

Whereas the Declaration provides for a method of assessment and collection of annual assessments; and whereas the Bylaws reference annual and special assessments and the association wishes to clarify the method for adoption and levying of special assessments; and

Whereas a majority of a quorum of members present in person or by proxy at an association meeting has approved this amendment, Article 12 of the Association Bylaws is hereby amended to read in its entirety as follows:

Article 12. Assessments.

Each Member is obligated to the Association for annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. The method of assessment of annual assessments is further described in the Declaration. With regard to special assessments, special assessments may be assessed by the board of directors solely for the purpose of funding roadway and related improvements or action, all in conjunction with the cost-sharing participation agreement contemplated between the association and Travis County, toward the goal of Travis County ultimately taking over responsibility for roadway maintenance in the community. However, no road special assessment shall become effective unless at least two-thirds of the members voting in person or by proxy at an Association meeting have approved such special assessment.

Any assessment, regular or special, not paid within 30 days after the due date will be charged a late fee in an amount set from time to time by the board. Said assessment shall also bear a rate of interest of 18% per annum, or the highest rate allowed by law, whichever is lower, accruing from the date of such delinquency until the date of payment.

The Association may bring an action at law against the owner personally obligated to pay the assessment, and/or may foreclose the lien against the affected property judicially or in a like manner as a mortgage, on the basis of Chapter 51.002 of the Texas Property Code, as it may be amended from time to time. The Association is expressly granted the power sale in conjunction with any foreclosure. In addition to any other damages provided for in the Declaration, Bylaws or other governing documents, the Association shall be entitled to recover, and the Association's lien shall include, interest and collection costs, including reasonable attorney's fees, as part of the amounts due, and the association shall have a lien for all such amounts.

No owner may waive or otherwise escape liability for assessments by non-use of the common area or abandonment of his lot. As further security for the payment of the hereinabove-described assessments, the owners hereby transfer, assign and convey unto the Association all rents issuing or to hereafter issue from any lot or lots which are part of the Subdivision, and in the event of any default in the payment of assessments the Association is hereby authorized at its option to collect rents for the affected property, or if such property is vacant, to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said assessments and any and other amounts due hereunder in the manner as the Association may elect.

The collection of said rents by the Association shall not constitute a waiver of any other rights provided for hereunder. Nothing herein shall be construed or interpreted to authorize the collection of interest in excess of the maximum rates allowed by law, and in the event the rates provided for herein shall be determined to be in excess of the highest rates allowed by applicable law, then the rate shall immediately be lowered to equal such highest rate, and any funds received in payment for any excess interest shall immediately be applied for any other amounts due hereunder or shall be immediately refunded."

Except as otherwise provided herein, the language of the Bylaws shall remain unchanged.

Crosswind Property Owners' Association, Inc.

By: Janell Marcy 4/29/08
Title: CPOA Board President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 29 day of April, 2008, by Janell Macrae in the capacity stated above.

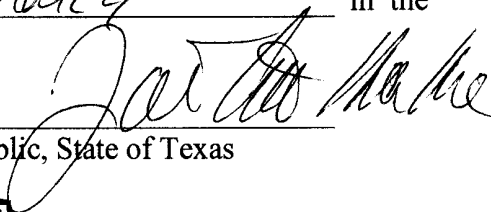
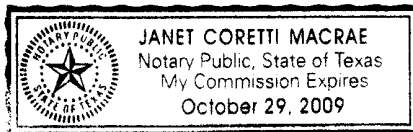

Notary Public, State of Texas

Exhibit A: Merger document
Exhibit B: Bylaws



After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserv:CLIENTS:Crosswind:BylawsAmend3-24-08.doc

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ARTICLES OF CONSOLIDATION

Corporations Section

Pursuant to the applicable provisions of the Texas Non-Profit Corporation Act (the "Act"), found in Sections 1396-1.01 et seq., Vernon's Texas Annotated Civil Statutes, the respective Boards of Directors and the memberships of the existing CROSSWIND PROPERTY OWNERS ASSOCIATION and HIDDEN HILLS CLUB, INC., referred to as the "Consolidating Corporations," adopt and have adopted the following Articles of Consolidation and a plan for the purpose of consolidating and reconstituting HIDDEN HILLS CLUB, INC. and CROSSWIND PROPERTY OWNERS ASSOCIATION into a new entity to be known as CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.:

1. The Plan of Consolidation, that has been approved by each of the Consolidating Corporations in the manner prescribed by Article 1396-5.02 et seq. of the Act, is set forth in Exhibit "A" attached and fully incorporated by reference into these Articles.

2. For each of the Consolidating Corporations, the number of members that were entitled to vote on a consolidation and did actually vote are as follows:

NAME OF ASSOCIATION	ELIGIBLE MEMBERS	MEMBERS VOTING
HIDDEN HILLS CLUB, INC.	<u>45</u>	<u>41</u>
CROSSWIND PROPERTY OWNER ASSOCIATION	<u>65</u>	<u>49</u>


3. For each of the Consolidating Corporations, the number of shares that voted for and against the Plan of Consolidation are as follows:

NAME OF ASSOCIATION	TOTAL VOTED FOR	TOTAL VOTED AGAINST	TOTAL ABSTAINED FROM VOTE
HIDDEN HILLS CLUB, INC.	<u>38</u>	<u>3</u>	<u>4</u>
CROSSWIND PROPERTY OWNER ASSOCIATION	<u>49</u>	<u>0</u>	<u>0</u>

4. The new consolidated entity, CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., will be obligated and responsible for the payment of all of required fees and franchise taxes, if any, not timely paid to the State of Texas by the Consolidating Corporations, HIDDEN HILLS CLUB, INC. and CROSSWIND PROPERTY OWNERS ASSOCIATION.

DATED AND EXECUTED TO BE EFFECTIVE AS OF December 31, 2003.

HIDDEN HILLS CLUB, INC., a
Texas non-profit corporation


By: ROBBIE BLAHA
Secretary/Acting President

CROSSWIND PROPERTY OWNERS
ASSOCIATION, a Texas non-profit
corporation


By: SALLY DOEHRING
President

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EXHIBIT "1"

RESOLUTION OF APPROVAL
OF CONSOLIDATION

A Plan and Agreement of Consolidation, referred to in this Resolution as the "Plan", a copy of which is attached as Exhibit "A" and fully incorporated by reference, has been presented to the Board of Directors and membership of HIDDEN HILLS CLUB, INC. The Plan provides for a consolidation between CROSSWIND PROPERTY OWNERS ASSOCIATION and HIDDEN HILLS CLUB, INC.

The Board of Directors and membership of this Corporation have determined that it is in the best interests of this Corporation and its members that the terms and conditions of the Plan be approved and performed, so that the two specified corporations are consolidated.

THEREFORE, IT IS RESOLVED THAT:

A. The Plan and Agreement between CROSSWIND PROPERTY OWNERS ASSOCIATION and HIDDEN HILLS CLUB, INC. submitted to the Board of Directors and membership of this Corporation is approved in the form attached to this Resolution, to become effective as of December 31, 2003.

B. The Board of Directors and officers of this Corporation are authorized and directed on behalf of the Corporation to take all actions and to execute and file all documents that are necessary or convenient to carry out and perform the Plan.

CERTIFICATE OF DIRECTORS' RESOLUTION

DATE: December 27, 2003
CORPORATION: HIDDEN HILLS CLUB, INC.
SECRETARY/ACTING PRESIDENT: ROBBIE BLAHA
TREASURER: JEANENE WILLIAMS

We, being all of the Directors and being the Secretary/Acting President and Treasurer of the Corporation, certify the following facts:

1. The Corporation is organized and operating under the laws of Texas, is qualified to do business there, and is in good standing.

2. No proceedings for forfeiture of the certificate of incorporation or for voluntary or involuntary dissolution of the Corporation are pending.

3. Neither the articles of incorporation nor the bylaws of the Corporation limit the power of the Board of Directors to pass the resolution below.

4. The Acting President, Secretary, Treasurer and any other corporate officers are the persons authorized to sign this certificate of resolution.

5. The Secretary keeps the records and minutes of the proceedings of the Board of Directors of the Corporation, and the resolution below is an accurate reproduction of the one made in those proceedings; it has not been altered, amended, rescinded, or repealed; and it is now in effect.

6. The resolution stated on the attached Exhibit "1" was approved at a meeting of the Board of Directors conducted on (date) _____, 2003, which was called and held in accordance with the rules or bylaws of the Corporation, at which a quorum of directors was present, and the resolution was submitted to the membership of the Corporation for approval, in accordance with Article 1396-5.03(A)(1), Texas Non-Profit Corporation Act.

7. The resolution stated on the attached Exhibit "1" was subsequently approved by more than two-thirds of the voting members of CROSSWIND PROPERTY OWNERS ASSOCIATION, which vote was taken in accordance with the rules or bylaws of the Corporation.

Robbie Blaha
ROBBIE BLAHA
Acting President/Secretary

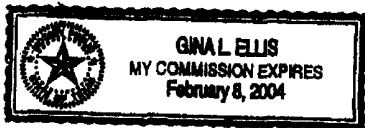
Jeanene Williams
JEANENE WILLIAMS
Treasurer

ACKNOWLEDGEMENT

STATE OF TEXAS }

COUNTY OF TRAVIS }

This instrument was acknowledged before me on December 31, 2003, by ROBBIE BLAHA, Secretary and Acting President, and JEANENE WILLIAMS, ~~Secretary~~ as authorized representatives on behalf of HIDDEN HILLS CLUB, INC., a Texas non-profit corporation.



Gina L. Ellis
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

Kim D. Brown
Brown & Schaefer, P.C.
1310 Ranch Rd. 620 So., Suite 204
Lakeway, TX 78734
(512) 263-7450

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CERTIFICATE OF DIRECTORS' RESOLUTION

DATE: December 29, 2003
CORPORATION: CROSSWIND PROPERTY OWNERS ASSOCIATION
PRESIDENT: SALLY DOEHRING
SECRETARY: ROSALINDA FORSYTHE

We, the President and Secretary of the Corporation, certify the following facts:

1. The Corporation is organized and operating under the laws of Texas, is qualified to do business there, and is in good standing.

2. No proceedings for forfeiture of the certificate of incorporation or for voluntary or involuntary dissolution of the Corporation are pending.

3. Neither the articles of incorporation nor the bylaws of the Corporation limit the power of the Board of Directors to pass the resolution below.

4. The President, Secretary and any other corporate officers are the persons authorized to sign this certificate of resolution.

5. The Secretary keeps the records and minutes of the proceedings of the Board of Directors and the membership of the Corporation, and the resolution below is an accurate reproduction of the one made in those proceedings; it has not been altered, amended, rescinded, or repealed; and it is now in effect.

6. The resolution stated on the attached Exhibit "1" was approved at a meeting of the Board of Directors conducted on (date) _____, 2003, which was called and held in accordance with the rules or bylaws of the Corporation, at which a quorum of directors was present, and the resolution was submitted to the membership of the Corporation for approval, in accordance with Article 1396-5.03(A)(1), Texas Non-Profit Corporation Act.

7. The resolution stated on the attached Exhibit "1" was subsequently approved by more than two-thirds of the voting members of CROSSWIND PROPERTY OWNERS ASSOCIATION, which vote was taken in accordance with the rules or bylaws of the Corporation.

Sally Walton Doebling
SALLY DOEHRING, President

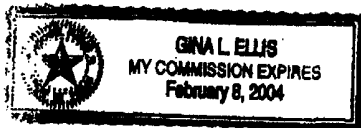
R. Forsythe
ROSALINDA FORSYTHE, Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on December _____, 2003, by SALLY DOEHRING, President, and ROSALINDA FORSYTHE, Secretary, as authorized representatives on behalf of CROSSWIND PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation.



Gina L. Ellis
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:
Kim D. Brown
Brown & Schaefer, P.C.
1310 Ranch Rd. 620 So., Suite 204
Lakeway, TX 78734
(512) 263-7450

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PLAN AND AGREEMENT
OF REORGANIZATION BY CONSOLIDATION

This is a Plan and Agreement of Consolidation (the "Plan"), entered into in Travis County, Texas, to be effective as of December 31, 2003, between HIDDEN HILLS CLUB, INC., a Texas non-profit corporation, and CROSSWIND PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation. The two above referenced corporations, as parties to this Plan, are also collectively referred to as the "Consolidating Corporations".

ARTICLE 1
Plan of Consolidation

Adoption of Plan

1.01. A plan of reorganization and consolidation of HIDDEN HILLS CLUB, INC. and CROSSWIND PROPERTY OWNERS ASSOCIATION, pursuant to the provisions of Article 1396-5.02 of the Texas Non-Profit Corporation Act, is adopted as follows:

(a) HIDDEN HILLS CLUB, INC. and CROSSWIND PROPERTY OWNERS ASSOCIATION shall be consolidated to become a new entity, to then do business and be governed as such by the laws of the State of Texas.

(b) The name of the new Consolidated Corporation shall be CROSSWIND PROPERTY OWNERS ASSOCIATION, INC. The initial Articles of Incorporation and Bylaws of the Consolidated Corporation will be the existing Articles of Incorporation and Bylaws of CROSSWIND PROPERTY OWNERS ASSOCIATION, which are incorporated by reference.

(c) When this Plan becomes effective, the existence of the former entities of HIDDEN HILLS CLUB, INC. and CROSSWIND PROPERTY OWNERS ASSOCIATION as distinct entities shall cease. At that time, the Consolidated Corporation shall succeed, without other transfer, to all the rights and property of the Consolidating Corporations, and the Consolidated Corporation shall be subject to all of the debts and liabilities of the Consolidating Corporations in the same manner as if the Consolidated Corporation had itself incurred the debts and liabilities. All rights of creditors and all liens on the property of the Consolidating Corporations shall remain in force with respect to property affected by such liens immediately prior to the consolidation.

(d) The Consolidated Corporation shall carry on business with the assets of the Consolidating Corporations as these corporations existed immediately prior to the consolidation.

(e) The members of the Consolidating Corporations shall become members of the Consolidated Corporation.

(f) The restrictive covenants of CROSSWIND PROPERTY OWNERS ASSOCIATION (recorded in Volume 5648, Page 1389, Deed Records of Travis County, Texas, as amended in Volume 6497, Page 516, Deed Records of Travis County, Texas) shall be adopted as the restrictive covenants of all properties within the Consolidated Corporation, except that the prior restrictive covenants for HIDDEN HILLS CLUB, INC. (recorded in Volume 32223, Page 1, Deed Records of Travis County, Texas) shall remain in effect against each property so covered until said property shall become subject to the Crosswind restrictive covenants described above.

Effective Date

1.02. The effective date of the consolidation, referred to in this Plan as the "Effective Date", shall be December 31, 2003.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF CONSOLIDATING CORPORATIONS

Consolidating Corporations

2.01. As a material inducement to the other Consolidating Corporation to execute this Plan and perform its obligations under this Plan, each Consolidating Corporation represents and warrants to the other Consolidating Corporation as follows:

(a) The Consolidating Corporation is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the state of Texas, with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted. The Consolidating Corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. A copy of the Articles of Incorporation and the Bylaws of the Consolidating Corporation, including all amendments effective as of the date of this Plan, have been delivered to the other Consolidating Corporation, and are complete and correct.

(b) The Consolidating Corporation has furnished its unaudited balance sheet, referred to in this Plan as the "Balance Sheet" as of December 31, 2003, referred to in this Plan as the "Balance Sheet Date" and the related unaudited statement of income for the twelve (12) month period ending on the Balance Sheet Date. The financial statements referred to in this subparagraph:

(i) are in accordance with the books and records of the Consolidating Corporation; and

(ii) fairly represent the financial condition of the Consolidating Corporation as of the described dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles, applied on a basis consistent with prior accounting periods.

Specifically, but not by way of limitation, the Balance Sheet discloses in accordance with generally accepted accounting principles all of the debts, liabilities, and obligations of any nature, whether absolute, accrued, or contingent of the Consolidating Corporation at the Balance Sheet Date, including appropriate reserves for all taxes due at such date but not yet payable.

(d) All required federal, state, and local tax returns of the Consolidating Corporation have been accurately prepared and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by such returns, have been paid. The Consolidating Corporation has not been delinquent in the payment of any tax, assessment, or governmental charge. The Consolidating Corporation has never had any tax deficiency proposed or assessed against it. Neither the federal income tax returns nor state franchise tax returns of the Consolidating Corporation have ever been audited by governmental authorities.

Consolidated Corporation

2.02. As a material inducement to the Consolidating Corporations to execute and perform their respective obligations under this Plan, the Consolidated Corporation represents and warrants to the Consolidating Corporations that the Consolidated Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the state of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted. The Consolidated Corporation is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

ARTICLE 3 TERMS, CONDITIONS, AND PROCEDURES PRIOR TO EFFECTIVE DATE

Submission to Boards of Directors and Filing

3.01. This Plan shall be submitted for approval separately to the Boards of Directors and memberships of the Consolidating Corporations in the manner provided by the laws of the State of Texas.

Interim Conduct of Business; Limitations

3.02. (a) Except as limited by this paragraph, pending consummation of the consolidation, each of the Consolidating Corporations will carry on its business in substantially the same manner as prior to the date of this Plan.

(b) Except with the prior consent in writing of the other Consolidating Corporation pending consummation of the consolidation, each Consolidating Corporation shall not:

(i) Create or issue any indebtedness for borrowed money.

(iii) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Expenses

3.03. (a) If the consolidation set forth in this Plan is consummated, the Consolidated Corporation shall pay all costs and expenses of the consolidation.

(b) If the consolidation set forth in this Plan is not consummated, each party to this Plan shall pay its own costs and expenses incident to the contemplated consolidation.

ARTICLE 4 DIRECTORS AND OFFICERS

Directors and Officers of Consolidated Corporation

4.01. The present Board of Directors of CROSSWIND PROPERTY OWNERS ASSOCIATION shall become the Board of Directors of the Consolidated Corporation, and shall continue to serve as the Board of Directors of the Consolidated Corporation until the next annual meeting or until their successors have been elected and qualified.

4.02. If a vacancy exists on the Board of Directors of the Consolidated Corporation on the Effective Date, the vacancy may be filled by the Board of Directors as provided in the bylaws of the Consolidated Corporation.

4.03. All persons who at the Effective Date are executive or administrative officers of CROSSWIND PROPERTY OWNERS ASSOCIATION shall become the executive or administrative officers of the Consolidated Corporation, and shall remain as officers of the Consolidated Corporation until the Board of Directors of the Consolidated Corporation shall determine otherwise. The Board of Directors of the Consolidated Corporation may elect or appoint such

additional officers as it deems necessary.

**ARTICLE 5
ARTICLES OF INCORPORATION AND BYLAWS**

**Articles of Incorporation
of Consolidated Corporation**

5.01. The Articles of Incorporation of CROSSWIND PROPERTY OWNERS ASSOCIATION, as such were previously filed with the Texas Secretary of State, have been and are adopted as the initial Articles of Incorporation of the Consolidated Corporation. The Articles of Incorporation of the Consolidated Corporation, as existing on the Effective Date, shall continue in full force as the Articles of the Consolidated Corporation until amended as provided in the Articles or by law.

Bylaws of Consolidated Corporation

5.02. The Bylaws of CROSSWIND PROPERTY OWNERS ASSOCIATION, as such were previously adopted by the Board of Directors of CROSSWIND PROPERTY OWNERS ASSOCIATION, have been and are adopted as the initial Bylaws of the Consolidated Corporation, as existing on the Effective Date, shall continue in full force as the Bylaws of the Consolidated Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

**ARTICLE 6
ABANDONMENT**

**Circumstances Allowing
Termination and Abandonment**

6.01. This Plan may be terminated and the consolidation may be abandoned at any time prior to the Effective Date, even though it has been approved by the Board of Directors of either of the Consolidating Corporations:

(a) By mutual consent of the Boards of Directors of the Consolidating Corporations.

(b) At the election of the Board of Directors of either Consolidating Corporation if:

(i) The number of members of either Consolidating Corporation, or of both, dissenting from the consolidation is so large that the consolidation is deemed inadvisable or undesirable in the opinion of either Board of Directors.

(ii) Any material litigation or proceeding has

been instituted or threatened against either of the Consolidating Corporations, or any of its assets, that renders the consolidation inadvisable or undesirable in the opinion of either Board of Directors.

(iii) Any legislation has been enacted that, in the opinion of either Board of Directors, renders the consolidation inadvisable or undesirable.

(iv) After the date of execution of this Plan there has been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Consolidating Corporation.

Notice of and Liability on Termination of Plan

6.02. If an election is made to terminate this Plan and abandon the consolidation:

(a) The President or any officer of the Consolidating Corporation whose Board of Directors has made the election must give immediate written notice of the election to the other Consolidating Corporation.

(b) When notice has been properly effected as provided in subparagraph (a), this Plan shall terminate and the proposed consolidation shall be abandoned. Except for payment of its own costs and expenses incident to this Plan, there shall be no liability on the part of either Consolidating Corporation as a result of the termination and abandonment.

ARTICLE 7 ENFORCEMENT AND INTERPRETATION

Further Assurances and Assignments

7.01. Each Consolidating Corporation agrees that when requested by the Consolidated Corporation, the Consolidating Corporation will execute and deliver or cause to be executed and delivered all instruments necessary to consummate the transaction that is the subject of this Plan. Each Consolidating Corporation also agrees to take or cause to be taken any further actions, assignments, or assurances that are necessary to vest, perfect, and conform title of the Consolidated Corporation to all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Plan, and otherwise necessary to carry out the intent and purposes of this Plan.

Notices

7.02. Any notice or other communication required or permitted by this Plan shall be deemed to be given when properly addressed and deposited in the United States mails for transmittal by certified or registered mail, postage prepaid.

Entire Agreement and Counterparts

7.03. This instrument and any exhibits attached to and incorporated into the instrument contain the entire Agreement between the parties with respect to the transaction contemplated by the Plan. It may be executed in any number counterparts; however, all counterparts taken together shall be deemed to constitute one original.


Controlling Law

7.04. The validity, interpretation, and performance of this Plan shall be controlled by and construed under the laws of the State of Texas.

Dated and Effective on: December 31, 2003.

CONSOLIDATING CORPORATIONS:

HIDDEN HILLS CLUB, INC., a
Texas non-profit corporation



By: ROBBIE BLAHA
Secretary/Acting President

CROSSWIND PROPERTY OWNERS
ASSOCIATION, a Texas non-profit
corporation


By: SALLY DOEHRING
President

CONSOLIDATED CORPORATION

CROSSWIND PROPERTY OWNERS
ASSOCIATION, INC. a Texas non-
profit corporation


By: SALLY DOEHRING
President

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BYLAWS OF
CROSSWIND PROPERTY OWNERS' ASSOCIATION, INC.
A NON-PROFIT CORPORATION

ARTICLE I. NAME AND LOCATION

1.1 The name of the corporation is CROSSWIND PROPERTY OWNERS' ASSOCIATION, INC. The principal office of the corporation shall be located at Route 3, Box 162E, Spicewood, Texas 78669, and at such other offices or places as may be designated from time to time by the Board of Directors of the Association. Meetings for Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

2.1 "Association" shall mean and refer to CROSSWIND PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

2.2 "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners.

2.3 "Declarant" shall mean and refer to Crosswind Development Company Limited, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

2.4 "Declaration" shall mean and refer to the Declaration of Protective Restrictions and Covenants for Crosswind applicable to the subdivision and recorded on December 16, 1976, in the office of the County Clerk of Travis County, Texas, in Book 5648, Page 1389, and as amended, recorded on March 8, 1979 in Book 6497, Page 516.

2.5 "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat with the exception of the common area.

2.6 "Member" shall mean and refer to those persons who are owners in Crosswind Subdivision and Declarant, so long as Declarant owns any lot in the Subdivision.

2.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Crosswind subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

2.8 "Subdivision" shall mean and refer to that certain tract of real property described in the declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the declaration.

ARTICLE III. FUNCTIONS OF THE ASSOCIATION

3.1 Purposes. The purposes for which the association is formed are to provide for maintenance, preservation, and architectural control of the residence lots and common area within the Crosswind Subdivision, and to promote the health, safety and welfare of the residents within the Crosswind Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the association for such purpose. To carry out such purposes properly, the association may at the discretion of its board of directors perform the following functions and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the corporate charter.

3.1.1 The association may care for vacant, unimproved and unkempt lots in Crosswind subdivision, remove and destroy grass weeds and rodents therefrom, and any unsightly and obnoxious things therefrom and

do any other things and perform any labor necessary or desirable in the judgment of this Association to keep the Subdivision neat and in good order;

3.1.2 The Association may enforce charges, restrictions, conditions, and covenants existing upon and created for the benefit of said property over which this Association has jurisdiction; the Association may pay all expenses incidental thereto; the Association may enforce the decisions and rulings of this Association having the jurisdiction over any of said property; the Association may pay all of the expenses in connection therewith; and may reimburse any declarant under any declaration of conditions, covenants, restrictions, assessments or charges affecting said property, or any part thereof, for all costs and expenses incurred or paid by it in connection with the enforcement, or attempted enforcement, of any of the conditions, covenants, restrictions, charges assessments or terms set forth in any declaration;

3.1.3 The Association may improve, beautify and maintain parks, parkways, esplanades, rights-of-way easements, and other public areas;

3.1.4 The Association may construct and maintain recreational facilities;

3.1.5 The Association may perform any and all lawful things and acts which this Association at any time, and from time to time, shall, in its discretion, deem to be to the best interests of the Subdivision and the owners of the building sites thereon, and shall pay all costs and expenses in connection therewith.

3.1.6 Any powers and duties exercised by said Association relating to maintenance, operation, construction, or reconstruction of any facilities provided for herein may be contracted for with a qualified contractor as agent;

3.1.7 The Association may provide for garbage and rubbish collection and disposal;

3.1.8 The Association may provide police protection for the Subdivision if the directors deem it advisable;

3.1.9 The Association may acquire by gift, purchase or otherwise own, hold, enjoy, lease, operate, maintain, and convey, sell lease, transfer, mortgage or otherwise encumber, dedicate for public use or otherwise dispose of real or personal property in connection with the business of this Association;

3.1.10 The Association may assess and collect taxes on property submitted to the jurisdiction of this Association and shall be restricted in such function as provided in the agreements under which such property is submitted.

3.1.11 The Association may expend the monies collected by this Association from assessments or charges and other sums received by this Association for the payment and discharge of all costs, expenses, and obligations incurred by this Association in carrying out any or all of the purposes for which this Association is formed;

3.1.12 The Association may borrow money for the purpose of carrying out the corporate affairs, if the directors deem such advisable.

ARTICLE 4. MEETING OF MEMBERS

4.1 Annual Meetings: The first annual meeting of Members shall be held within one (1) year from the date of incorporation of the Association. Subsequent annual meetings of Member shall be held on the same Saturday of the same month of each year thereafter at the hour of 10:00 a.m.

4.2 Special Meetings. Special meetings of Members may be called at any time by the president or by the Board of Directors, or on written request of Members who are entitled to vote one-fourth of all votes of the membership.

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

4.4 Quorum. The presence at the meeting, in person or by proxy, of at least ten percent (10%) of the Members entitled to cast votes shall constitute a quorum for conducting business at any meeting of Members. In the event a quorum is not present at the meeting, the meeting may be adjourned and a new notice shall be sent out stating a new meeting date and further stating that the number of Members which shall constitute a quorum at such meeting shall be five percent (5%) of the total Members entitled to cast votes at such a meeting. In the event a quorum is not present at such second meeting, the meeting may be adjourned and a new notice shall be sent out stating a new meeting date and further stating the percentage of Members which shall constitute a quorum, which shall not be less than three percent (3%). At any such meeting where a quorum is not present, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. No Member shall be entitled to vote while delinquent according to Association records in the payment of any Association charges, assessments or taxes.

4.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE V. BOARD OF DIRECTORS TERM OF OFFICE; FIRST ELECTION; REMOVAL

5.1 Number. The affairs of the Association shall be managed by a board of five (5) directors, who shall be Members of the Association.

5.2 Term of Office. At the first annual meeting, the Members shall elect three directors for a term of one year, and two directors for a term of two years; at each annual meeting thereafter, the Members shall elect directors for a term of two years.

5.3 Removal. Any director may be removed from the board, with or without cause, by a two-thirds (2/3) vote of Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining board members and shall serve for the unexpired term of his predecessor.

5.4 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for this actual expenses incurred in the performance of his duties.

ARTICLE VI. BOARD OF DIRECTORS NOMINATION AND ELECTION

6.1 Nomination. Nomination for election to the Board of Directors shall be by nominating committee. At least ninety days before the annual meeting, the Board of Directors shall appoint a nominating committee composed of at least three (3) Members of the Association. The nominating committee shall consist of a chairman who shall be a Member of the Board of Directors, and two or more Members of the Association. The nominating committee shall, within forty-five days of the annual meeting, present to the membership by mail their slate

of candidates for each director position. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled. Nothing in these bylaws shall be construed to prevent additional nominations by Members. In order to place the names of additional nominees on the printed ballot, it shall be necessary for the names of such candidates to be received by the secretary at least thirty (30) days prior to the annual meeting. Write-in candidates shall be considered permissible nominees providing the names of such candidates are received by the secretary at least twenty-four (24) hours prior to the convening of the annual meeting. All nominations must be accompanied by written consent of the candidates.

6.2 Election: Election to the Board of Directors shall be by secret written ballot. A ballot shall be mailed to all Members no later than ten (10) days prior to the annual meeting. Completed ballots will be returned to an election committee appointed by the Board of Directors in sealed envelopes, either by mail or presented at the annual meeting. Immediately following vote tabulation and certification by the election committee, the candidates will take office. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these bylaws and the Articles of Incorporation. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6.3 Voting of Members: Each Member entitled to vote upon a matter submitted to vote at a meeting of Members shall be entitled to one (1) vote in such matter and an individual owning more than one lot shall have one vote for each lot owned. At any meeting of the Members a majority of a quorum shall be sufficient for the approval of any matter before the Members.

ARTICLE 7. BOARD OF DIRECTOR MEETINGS

7.1 Regular Meetings: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

7.2 Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two directors after not less than seven (7) days' notice to each director.

7.3 Quorum: A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board of Directors.

ARTICLE 8. BOARD OF DIRECTORS. POWERS AND DUTIES

8.1 Powers: The Board of Directors shall have power to:

8.1.1 Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations.

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

8.1.3 Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the Member by the declaration, articles of incorporation, or by other provisions of these bylaws.

8.1.4 Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors without good and valid reason for such absence.

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

8.2 Duties: It shall be the duty of the Board of Directors to:

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

8.2.2 Supervise all offices, agents and employees of the Association and see to it that their duties are properly performed.

8.2.3 Subject to the Members rights provided herein and in the Declaration the Board of Directors shall:

8.2.3.1 Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

8.2.3.2 Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

8.2.3.3 Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

8.2.4 Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board of Directors may impose a reasonable charge for the issuance of these certificates.

8.2.5 Procure and maintain adequate liability and hazard insurance on all property owned by the Association.

8.2.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

8.2.7 Cause the common area to be maintained.

8.3 Services: No director or officer of the Association shall be required to devote his time or render services exclusively to the Association. Each director and officer of the Association shall be free to engage in any and all businesses and activities, either similar or dissimilar to the business of this Association without breach of duty to this Association and without liability to this Association. Likewise, each and every director and officer of this Association shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities and become a director or officer of any other corporation or corporations, entity or entities, whether or not the purposes, business and activities thereof be similar or dissimilar to the purposes, business or activities of this Association, without breach of duty to this Association or its Member and without liability of any character or description to the Association or its Members. No contract or other transaction of this Association shall ever be affected by the fact that any director or officer of the Association is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the directors present at a

meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed, which majority shall consist of directors not so interested or connected.

ARTICLE 9. OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices: The officers of the Association shall be a president and vice president, who shall at all times be members of the Board of Directors, and a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.

9.3 Term: The officers of the Association shall be elected annually by the Board of Directors. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve. No officer may hold the same office for more than two (2) consecutive years without the prior approval of the Members.

9.4 Special Appointments: The Board of Directors may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

9.5 Resignation and Removal: Any officer may be removed from office by the Board of Directors at any time with or without cause by a two-thirds (2/3) vote of the members of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. 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.

9.6 Vacancies: A vacancy in any office may be filled by appointment of the Board of Directors. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

9.7 Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to 9.4 of this Article.

9.8 Duties: The duties of the officers are as follows:

9.8.1 President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall, with a proper attestation of the secretary, sign all leases, mortgages, deeds and other instruments, and shall cosign all checks and promissory notes.

9.8.2 Vice President: The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

9.8.3 Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board of Directors and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board of Directors or by law.

9.8.4 Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall distribute such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

9.9 Bond Requirements: Any officer, director or employee of the Association who shall have custody of funds must give a proper surety bond for the faithful accounting of such funds, with surety or sureties satisfactory to the Board of Directors and with premium of the bond paid by the Association.

9.10 Indemnification: Each director and officer of the Association shall be indemnified by the Association against all expenses (including costs and attorneys' fees) which may hereafter reasonably be incurred or paid by him in connection with any action, suit or proceeding to which he may hereafter be made a party by reason of his being or having been such director or officer, or by reason of any action or omission or alleged action or omission by him in such capacity, and against any amount or amounts which may be paid by him (other than to the Association) in reasonable settlement of any such action, suit or proceeding, where it is in the interest of the corporation that such settlement be made. In cases where such action, suit or proceeding shall proceed to final adjudications, such indemnification shall not extend to matters as to which it shall be adjudged that such director or officer is liable for negligence or misconduct in performance of his duties to the corporation. The right of indemnification herein provided shall not be exclusive of other rights to which any director or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such director or officer, and shall inure to the benefit of the heirs, executors, and administrators of a director or officer.

9.11 Compensation: All officers and employees appointed, or whose appointment is authorized by the Board of Directors, may receive compensation in reasonable amounts, commensurate with the duties of their respective positions, as may be determined by the Board of Directors.

ARTICLE 10. FINANCIAL MANAGEMENT

10.1 Contracts: The Board of Directors, except as in these bylaws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or especially authorized by the bylaws, no officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or to any amount. Notwithstanding the other provisions of this paragraph, no contract, or other instrument, which requires an expenditure of more than \$1,000.00 of unbudgeted funds of the Association, or in the case of budgeted funds, \$1,000.00 in excess of such budgeted funds, may be entered into by the Board of Directors without the prior consent of the Members. The Board of Directors is expressly authorized to enter into contracts and other instruments (without the requirement of Member approval) for any amounts which are contained in the annual budget and for amounts up to, but not exceeding \$1,000.00, over the amount of any budgeted item.

10.2 Loans: No loan or other evidence of indebtedness shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Directors, and further provided, that any loans or other indebtednesses on behalf of the Association which is in excess of \$1,000.00 shall be approved by the vote of the Members, unless such loan or other indebtedness has been made a part of the budget which has been approved by the Members.

10.3 Checks and Drafts: All checks, drafts and other orders for the payment of money out of the funds of the Association and all notes or other evidence of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

10.4 Depositories: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may select, and for the purpose of such deposit the president, vice president, treasurer or secretary or any other officer or agent or employee of the Association to whom such power may be delegated by the Board of Directors, may endorse, assign, and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.

10.5 Accounts: All funds of the Association, shall be merged into and hereinafter maintained in one account hereafter known as the operating and maintenance account. All funds, plus interest accrued from the deposit of these funds, plus all funds received from the Mill levy on the lots in the subdivision owned by the Members, plus any interest accrued by deposit of these funds, or any other monies received from the sale of maintenance equipment or other Association property, plus any gifts or donations, or monies received from any other source in the normal operation of the Association shall be kept in this account. All expenses for the Association shall be paid from this account.

10.6 The Budget: The Board of Directors shall formulate and adopt a budget for the following fiscal year not later than the regular December meeting of said Board of Directors. Said budget must be presented to and approved by vote of the Members at their annual meeting.

10.6.1 All regular and/or predictable expenses that have been delineated in the budget, said budget having been adopted by the Board of Directors, may be paid by the treasurer without further authorization from the Board. Bids shall be solicited for any items exceeding \$500.00 in costs which are authorized in the budget.

10.6.2 Subject to the other provisions of these Bylaws, items for which costs have not been established or any nonpredictable expense not itemized in the budget shall be authorized by the Board.

ARTICLE 11. COMMITTEES

The Association shall appoint an architectural committee, as provided in the declaration and a nominating committee as provided in Article 6. of these bylaws. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE 12. ASSESSMENTS

As more fully provided in the declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, a late charge of \$25.00 shall be charged, and the assessment shall bear interest from the date of delinquency at rate of (18%) per annum, or the highest rate allowed by applicable law, whichever is lower, accruing from the date of such delinquency until the date of payment, and the Association may bring an action at law against the owner personally obligated to pay the same, and/or may foreclose the lien against the affected property. In the event any action is filed in a court of competent jurisdiction for foreclosure of such lien or for collection of any amounts due, then, in addition to any other damages provided for herein, the lienholder shall be entitled to recover the sum of \$1,000.00, as liquidated damages for the inconvenience of affecting collection of such assessments. Interest, costs, and reasonable attorney's fees of any action shall also be added to the amount of any assessment due. No owner may waive or

otherwise escape liability for assessments by nonuse of the common area or abandonment of his lot. As further security for the payment of the hereinabove described assessments, the owners hereby transfer, assign, and convey unto the association all rents issuing or to hereafter issue from any lot or lots which are a part of the Subdivision, and in the event of any default in the payment of said assessments, the Association is hereby authorized, at its option, to collect rents for the affected property, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said assessments and any other amounts due hereunder in the manner as the Association may elect. The collection of said rents by the Association shall not constitute a waiver of any other rights provided for hereunder. Nothing herein shall be construed or interpreted to authorize the collection of interest in excess of the maximum rates allowed by law, and in the event the rates provided for herein shall be determined to be in excess of the highest rates allowed by applicable law, then the rate shall immediately be lowered to equal such highest rate, and any funds received in payment for any excess interest shall be immediately applied towards any other amounts due hereunder or shall be immediately refunded.

ARTICLE 13. BOOKS AND RECORDS; INSPECTION

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

ARTICLE 14. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Crosswind Property Owners' Association, Inc.

ARTICLE 15. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin in the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE 16. NOTICE, WAIVER OF NOTICE, AND CONSENTS

16.1 Notices: Whenever any notice whatsoever is required to be given under the provisions of these bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the date of such mailing. Any notice required by law or these Bylaws may be waived by the execution of a written Waiver of Notice by the party to whom notice was to be given, or by his proxy, which may be signed before or after the event requiring notice. Attendance in person or by proxy at a meeting shall be deemed to be a waiver of notice unless the person attending does so solely for the purpose of protesting the legality of the meeting and announces such purposes before casting a vote on any business transacted at the meeting.

16.2 Consents: Any action which may be taken at a meeting of the Board of Directors or Owners may be taken without a meeting, if such action is authorized by a written consent signed by a majority of all of those who would be entitled to vote on such action at a meeting. The executed consent shall be filed with the Secretary and placed in the minute book of the Association.

ARTICLE 17. RESIGNATIONS

Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time of its receipt by the president or secretary, of the Association. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE 18. AMENDMENTS

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

ARTICLE 19. NO WAIVER OF RIGHTS

The failure of the Crosswind Property Owners' Association, Inc. or any subdivision owner to enforce any covenants, restrictions or any other provisions of the Crosswind Subdivision restrictions, the Association charter, bylaws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 20. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these bylaws, the articles shall control; in the case of any conflict between the declaration and these bylaws, the declaration shall control.

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2008 May 05 02:09 PM 2008073648

ESPINOZAC \$124.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS



**CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.
PAYMENT PLAN POLICY**

NAME OF THE PROPERTY OWNERS' ASSOCIATION: CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.

RECORDING DATA FOR SUBDIVISION: A subdivision of Travis County, Texas, as shown on the maps or plats recorded in Volume 72, Page 88, Travis County Plat Records, Travis County, Texas, Book 31, Page 4, of the Plat Records of Travis County, Texas, and Book 63, Page 62, of the Plat Records of Travis County, Texas.

RECORDING DATA FOR THE DECLARATION: Restrictive covenants recorded in Volume 5648, Page 1389, and their amendments recorded in Volume 6127, Page 963, and in Volume 6497, Page 516, Deed Records of Travis County, Texas, and the Amendment To Bylaws recorded in Document Number 2008073648, Official Public Records of Travis County, Texas.

This payment plan policy was approved by the Board of Directors for CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., on the 13 day of February, 2012.

- 1) Owners are entitled to pay their assessments according to the terms of this approved payment plan policy, as long as an owner has not failed to honor the terms of a previous payment plan during the past two (2) years.
- 2) All payment plans require a down payment and monthly payments.
- 3) Upon request, all owners are automatically approved for a payment plan consisting of 25% down, with the initial balance paid off in three (3) monthly installments over the period of three (3) months.
- 4) If an owner defaults on any payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two (2) years.
- 5) Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than three (3) months or longer than eighteen (18) months; and
- 6) The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under its Governing Documents and can charge reasonable costs of administering the payment plan. The term of a payment plan cannot be less than three (3) months or more than eighteen (18) months.

CERTIFICATION

"I, JANET THOMAS, being the President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the foregoing Resolution was adopted by at least a majority of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., Board of Directors."

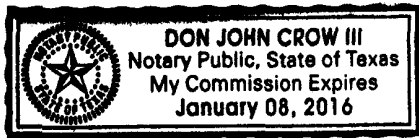
CROSSWIND PROPERTY OWNERS ASSOCIATION,
INC., a Texas corporation

BY: Janet Thomas
JANET THOMAS, Its President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13 day of February, 2012, by JANET THOMAS, President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., a Texas corporation, on behalf of the corporation.



[Signature]

Notary Public, State of Texas

Notary's printed name:

Don John Crow, III
My Commission Expires: 1/8/16

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

Feb 16, 2012 03:57 PM

2012024260

GONZALES: \$20.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

AFTER RECORDING RETURN TO:
YATES LAW FIRM
A PROFESSIONAL CORPORATION
P. O. BOX 8903
HORSESHOE BAY, TEXAS 78657



CROSSWIND PROPERTY OWNERS ASSOCIATION, INC. RECORDS PRODUCTION POLICY

This Records Production Policy was approved by the Board of Directors for CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., on the 13 day of February, 2012.

I. Copies of Association records will be available to all Owners upon proper request and at their own expense. A proper request:

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, or the Owner's agent, attorney or certified public accountant; and
- c. contains sufficient detail to identify the records being requested.

II. Owners may request to inspect the books and records or may request copies of specific records.

- a. If the owner makes a request to inspect the books and records, then the Association will respond within **10 business days** of the request, providing the dates and times the records will be made available and the location of the records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner paying the Association the cost thereof.
- b. If an owner makes a request for copies of specific records, and the Association can provide the records easily or with no cost, then the Association will provide the records to the owner within **10 business days** of the owner's request.
- c. If the owner makes a request for copies of specific records, the Association shall send a response letter advising on the date that the records will be made available (within **15 business days**) and the cost the owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the owner.

**III. The Association hereby adopts the following schedule of costs:
(Subject to change by resolution of Board as prevailing rates change and are filed)**

COPIES

10 cents per page, for a regular 8.5" x 11" page
50 cents per page, for pages 11" x 17" or greater
Actual cost for specialty paper (color, photograph, map, etc.)
\$1.00 for each CD or audio cassette
\$3.00 for each DVD

LABOR

\$15.00 per hour for actual time to locate, compile and reproduce the records (can only charge if request is greater than 50 pages in length)

OVERHEAD

20% of the total labor charge (can only charge if request is greater than 50 pages in length)

MATERIALS

Actual costs of labels, boxes, folders, and other supplies used producing the records, along with postage for mailing the records.

IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's Books and Records:

**CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.
RESPONSE TO REQUEST TO INSPECT ASSOCIATION RECORDS**

_____(date)

Dear Homeowner:

On _____, the Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect on regular business days, between the hours of 9 a.m. and 5 p.m., at the office of Association, located at 105 Hornsby Lane, Spicewood, Texas 78669.

Please contact the Association's manager at (____) ____ - ____ to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Very truly yours,

CROSSWIND PROPERTY OWNERS ASSOCIATION,
INC.

IV. The Association hereby adopts the following form of response to Owners who request copies of specific records:

**CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

_____(date)

Dear Homeowner:

On _____, the Association received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records, you must first pay the Association the estimated cost of providing the records to you. The estimated cost to obtain the records you requested is \$_____. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of the Association, located at 105 Hornsby Lane, Spicewood, Texas 78669.

Very truly yours,

CROSSWIND PROPERTY OWNERS ASSOCIATION,
INC.

- VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
- VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information (other than an owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be released. The Owner hereby indemnifies and holds harmless the Association for any and all information that is accidentally disseminated.
- VIII. With regards to the inspection of ballots, only persons who tabulate ballots under 209.00594 (TPC) may be given access to the ballots cast in an election or vote.

CERTIFICATION

"I, JANET THOMAS, being the President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the foregoing Resolution was adopted by at least a majority of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.'s Board of Directors."

CROSSWIND PROPERTY OWNERS ASSOCIATION,
INC., a Texas corporation

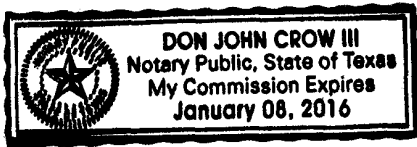
BY: _____


JANET THOMAS, Its President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13 day of February, 2012, by JANET THOMAS, President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., a Texas corporation, on behalf of the corporation.



[Signature]

Notary Public, State of Texas

Notary's printed name:

DON JOHN CROW III

My Commission Expires: 1/8/16

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature: Dana DeBeauvoir]

Feb 16, 2012 03:57 PM

2012024261

GONZALES: \$28.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

AFTER RECORDING RETURN TO:
YATES LAW FIRM
A PROFESSIONAL CORPORATION
P. O. BOX 8903
HORSESHOE BAY, TEXAS 78657



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CROSSWIND PROPERTY OWNERS ASSOCIATION, INC. RECORDS RETENTION POLICY

This Records Retention Policy was approved by the Board of Directors for CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., on the 13 day of February, 2012. *smg*

The Association shall maintain its records as follows:

<u>Record</u>	<u>Retention Period</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents	Permanent
Association tax returns and tax audits	Seven (7) years
Financial books and records	Seven (7) years
Account records of current owners	Five (5) years
Contracts with a term of more than one year	Four (4) years after contract expires
Minutes of member meetings and Board meetings	Seven (7) years

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable record will be considered not maintained as a part of the Association books and records.

CERTIFICATION

"I, JANET THOMAS, being the President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the foregoing Resolution was adopted by at least a majority of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.'s Board of Directors."

CROSSWIND PROPERTY OWNERS ASSOCIATION,
INC., a Texas corporation

BY: Janet Thomas
JANET THOMAS, Its President

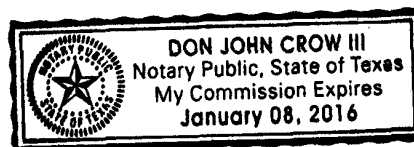
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Texas

This instrument was acknowledged before me on the 13th day of February, 2012, by JANET THOMAS, President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., a Texas corporation, on behalf of the corporation.

Don John Crow III
Notary Public of Texas

AFTER RECORDING RETURN TO:
THE YATES LAW FIRM,
A PROFESSIONAL CORPORATION
P. O. BOX 8903
HORSESHOE BAY, TEXAS 78657



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Feb 16, 2012 03:57 PM

2012024262

GONZALES: \$20.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



**AMENDMENT TO BYLAWS OF CROSSWIND PROPERTY
OWNERS' ASSOCIATION, INC.**

WHEREAS the Protective Restrictions and Covenants for CROSSWIND were filed of record in Volume 5648, Page 1389, of the Deed Records of Travis County, Texas; and whereas an Amendment to the Protective Restrictions and Covenants for CROSSWIND was filed of record in volume 6497, Page 516, of the Deed Records of Travis County, Texas; and whereas by virtue of Articles of Consolidation, HIDDEN HILLS CLUB, INC., formerly a property owners association governing property further described in the Protective Restrictions and Covenants for HIDDEN HILLS I, filed of record in Volume 3223, Page 1, of the Deed Records of Travis County, Texas, was consolidated with CROSSWIND, with the CROSSWIND deed restrictions replacing the HIDDEN HILLS deed restrictions; and

WHEREAS the Bylaws for CROSSWINDS PROPERTY OWNERS' ASSOCIATION, INC., recorded in Document Number 2008073648, Deed Records of Travis County, Texas; and

WHEREAS the Bylaws were previously amended, and recorded in Document Number 2008073648, Deed Records of Travis County, Texas; and

WHEREAS the Declaration and Bylaws for the CROSSWINDS PROPERTY OWNERS' ASSOCIATION, INC., provide for certain provisions that have been nullified by the most recent 82nd Texas Legislative session changes to Property Association Law, and the members desire to amend the Bylaws to reflect acknowledgment of the Legislative changes.

WHEREAS a majority of a quorum of members present in person or by proxy at an association meeting has approved these amendments;

NOW, THEREFORE, the Bylaws are amended as follows:

- 1). Article 4, Section 4, "Quorum", of the Association Bylaws is hereby amended by eliminating the last sentence, "No Member shall be entitled to vote while delinquent according to Association records in the payment of any Association charges, assessments or taxes". The remainder of Article 4, Section 4, shall exist as if unchanged.
- 2). Article 4, Section 5, "Proxies", of the Association Bylaws is hereby amended by adding to the existing language at the end of the Section, "Electronic votes may be used in the event the owner is unable to attend the meeting, provided that the Secretary, or any member of the Board, has confirmed the electronic mail address for that particular owner to be valid, and the owner electronically signs the vote prior to submitting."

- 3). Article 5, Section 3, "Removal", of the Association Bylaws is hereby amended by adding the following language to the end of Section 3, "Upon expiration of the term of the predecessor, said Director must be voted into any position he or she so desires to hold. Appointments for full terms shall not be allowed."
- 4). Article 6, Section 2, "Election", of the Association Bylaws is hereby amended by striking and removing the first sentence, "Election to the Board of Directors shall be by secret written ballot." Said sentence shall be replaced with the following language, "Election to the Board of Directors shall be by written ballot, in hard copy or electronic form." The remainder of Article 6, Section 2, shall exist as if unchanged.
- 5). Article 7, Section 1, "Regular Meetings" as they pertain to the Board of Directors meetings, of the Association Bylaws is hereby amended by striking the word, "without" in the first sentence and replacing it with the words, "with proper", as it pertains to notice requirement for Board meetings as required by the 82nd Texas Legislative session.

Article 7, Section 1, as amended above, is additionally hereby amended by adding the following phrase to the end of Section 1, "Board meetings are open to the public for attendance only, except for any matter deemed by the Board to be reviewed under executive session, which shall be private to the Board."

- 6). Article 8, Section 1, Subsection 2, "Powers of the Board of Directors" of the Association Bylaws is hereby amended by removing the words, "voting rights and", in the first sentence of Subsection 2. The first sentence, as amended shall read as follows, "Suspend the right to the use of the recreational facilities of any Member during any period in which such Member is in default of the payment of any assessment levied by the Association."
- 7). Article 9, Section 6, "Vacancies" of the Association Bylaws is hereby amended to read as follows, "A vacancy in any office may be filled by appointment of the Board of Directors only in the event that the appointment is for purposes of filling a vacancy caused by the previous director's death, resignation, abandonment or failure to qualify, and shall only be for the previous Director's term. Any vacancy resulting from a lack of necessary votes or a tie that prevents any and all candidates from serving shall be filled by a vote of the Members."
- 8). Article 13, "Books and Records; Inspection" of the Association Bylaws is hereby amended by adding the following language to the end of the existing Article, "The Board has adopted, and filed of record in Travis County, a document retention policy and document production policy to abide by when requesting any and all documents held and retained by the Association."

Any provision, amended or currently existing, shall adhere to the mandatory requirements imposed by the 82nd Legislative Session of the Texas Legislature, and any applicable law currently existing or that may exist in the future. In the event that there is a conflict with any provision herein, Texas law shall supercede the provision, as recorded, and shall be deemed to be controlling. In the event of any conflict between the Articles of Incorporation and these bylaws, the Articles shall control to the extent they are current with Texas Property Owners' Association law in the Texas Property Code. In the case of any conflict between the declaration and these bylaws, the declaration shall control to the extent it is current with Texas law and the above mentioned legislative changes. In such an event where the declaration conflicts with current Texas law, the legally inconsistent declaration shall defer to the current amendments to the bylaws of the Association, and the Texas Property Code for guidance.

EXECUTED this 13 day of FEBRUARY, 2012.

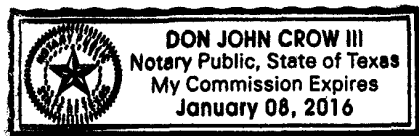
CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.,
a Texas corporation

By: Janet Thomas
JANET THOMAS, Its President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 13 day of FEBRUARY, 2012, by JANET THOMAS, President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., a Texas corporation, on behalf of the corporation.



Don John Crow III
Notary Public, State of Texas

Notary's printed name:

DON JOHN CROW, III

My commission expires: 1/8/16

AFTER RECORDING RETURN TO:
THE YATES LAW FIRM,
A PROFESSIONAL CORPORATION
P. O. BOX 8903
HORSESHOE BAY, TEXAS 78657

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Feb 16, 2012 03:57 PM

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GONZALESM: \$24.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



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**CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.
MANAGEMENT CERTIFICATE**

DATE: February 13, 2012

NAME OF THE SUBDIVISION: CROSSWIND - HIDDEN HILLS SUBDIVISION

NAME OF THE PROPERTY OWNERS' ASSOCIATION: CROSSWIND PROPERTY OWNERS ASSOCIATION, INC.

RECORDING DATA FOR SUBDIVISION: A subdivision of Travis County, Texas, as shown on the maps or plats recorded in plats recorded in Volume 72 , Page 88, Travis County Plat Records, Travis County, Texas, Book 31, Page 4, of the Plat Records of Travis County, Texas, and Book 63, Page 62, of the Plat Records of Travis County, Texas.

RECORDING DATA FOR THE DECLARATION: Restrictive covenants recorded in Volume 5648, Page 1389, and their amendments recorded in Volume 6127, Page 963 , and in Volume 6497, Page 516, Deed Records of Travis County, Texas, and the Amendment To Bylaws recorded in Document Number 2008073648, Official Public Records of Travis County, Texas.

MAILING ADDRESS OF THE ASSOCIATION: 105 Hornsby Lane, Spicewood, Texas 78669

NAME AND MAILING ADDRESS OF THE PERSON MANAGING THE ASSOCIATION OR THE ASSOCIATION'S DESIGNATED REPRESENTATIVE: Janet Thomas, President, 105 Hornsby Lane, Spicewood, Texas 78669.

The undersigned on behalf of the property owners' association, executes this Management Certificate in accordance with Texas Property Code Section 209.004, effective September 1, 2009.

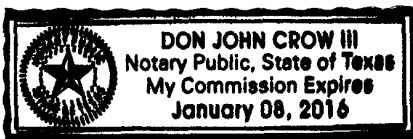
CROSSWIND PROPERTY OWNERS ASSOCIATION,
INC., a Texas corporation

BY: Janet Thomas
JANET THOMAS, Its President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on the 13 day of February, 2012, by JANET THOMAS, President of CROSSWIND PROPERTY OWNERS ASSOCIATION, INC., a Texas corporation, on behalf of the corporation.



Don John Crow III
Notary Public, State of Texas
Notary's printed name: Don John Crow, III
My Commission Expires: 1/8/16

AFTER RECORDING RETURN TO:
YATES LAW FIRM
A PROFESSIONAL CORPORATION
P. O. BOX 8903
HORSESHOE BAY, TEXAS 78657

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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Mar 05, 2012 09:08 AM

2012033655

HAYWOODK: \$16.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

PROTECTIVE RESTRICTIONS AND COVENANTS
FOR

HIDDEN HILLS I

NOV 18-66 35 5980 * 10000

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS:

That we, LOUISE KIRK, TRUSTEE, her cestuis que trust and their heirs and assigns (referred to herein as "Developer"), STANLEY HORNSBY and wife, SARAH AGNES HORNSBY, ARTHUR H. BARBECK and wife, MILDRED H. BARBECK, and LOUIS M. BLENDERMAN and wife, ALICE N. BLENDERMAN, are the owners of that certain real property known as HIDDEN HILLS I (being sometimes referred to herein as the "Subdivision") shown and designated as such subdivision on the plat thereof recorded on October 17, 1966, in Plat Book 31, Page 4, of the Plat Records of Travis County, Texas, to which plat and the record thereof reference is here made for a full and particular description of said real property.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, Developer hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

PROTECTIVE RESTRICTIONS AND COVENANTS

(1) USE. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except such lot or lots as may be conveyed by the Developer to the Hidden Hills Club, Inc., a corporation, with each purchaser of a lot or lots in Hidden Hills I being a shareholder in such corporation, but Developer shall not be obligated in any way to convey any of such lots to such corporation. After the construction of such residence, there may also be constructed a garage, servants' quarters, and/or guest's quarters, so long as the same are used only in conjunction with such single-family, private residence. No lot or any structure thereon shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind, except the Hidden Hills Club, Inc. No structure on any of the lots shall be converted into or used as a duplex, apartment house, or any form of multiple dwelling.

(2) LOT AREA. No lot shall be resubdivided without the specific approval of the Architectural Control Committee.

(3) ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee shall be appointed, from time to time, by Developer. The persons composing the Board of Directors of the Hidden Hills Club, Inc., may be appointed by the Developer as such Committee. It shall be the purpose of such Committee, in reviewing plans, specifications, and plot plans, to insure for all owners, harmony of external and

DEED RECORDS
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DEED RECORDS
Travis County, Texas

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structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

(4) STRUCTURES.

(a) No dwelling shall be erected or permitted to remain on any lot, having a floor area of less than 1,100 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages.

(b) No improvements shall be placed or altered on any lot until the building plans, specifications, and plot plan showing the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

(c) No structure shall be used until the exterior thereof, as approved pursuant to sub paragraph (b) above, and sanitary sewerage disposal facilities (complying with 16 below) are completely finished.

(d) No dwelling shall be located on any lot nearer than twenty (20) feet to any exterior lot line (i.e. any private road easement), nor nearer than five (5) feet to any interior lot line, -- except that:

(i) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.

(ii) The set-back lines may be relaxed by decision of the Architectural Control Committee, if the above-prescribed distances are not feasible, considering the terrain of the lot.

(e) No structure shall be placed on any lot which (by reason of high walls or fences, excessive height, specially peaked roof design, etc.) unreasonably will obscure the view of Lake Travis from a dwelling located or reasonably to be located upon an adjacent lot.

(f) No trailer, tent, shack, garage, barn, or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures.

(g) With reasonable diligence, and in all events within one (1) year from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures, building equipment, materials and supplies shall be removed or kept inside the residence.

(5) SIGNS. No for sale or for rent signs may be displayed without the prior written approval of Developer; and no other type of sign or advertising may be displayed on any lot or structure.

(6) NUISANCES. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

(7) FIREARMS. The use or discharge of firearms is expressly prohibited within the subdivision.

(8) GARBAGE AND TRASH DISPOSAL. No lot shall be used as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the lot owner, to a location designated by the Developer or outside the Subdivision.

(9) STORAGE OF MATERIALS. No building material of any kind shall be placed or stored upon any lot except during actual bona fide construction; and then, such material shall be placed within the property lines of the lot on which the improvements are to be erected, and after one (1) year from the beginning of construction, shall be removed or be kept within the residence.

(10) ANIMALS. No horses, cows, sheep, goats, swine, poultry, or livestock of any kind may be kept on any lot, except that house pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not exceed the number usually and reasonably owned by a single family.

(11) DRAINAGE STRUCTURES. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

(12) UNSIGHTLY STORAGE. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street or adjacent lots. No boats, trucks, or unsightly vehicles shall be stored or kept for the purpose of repair on any lot or easement except in enclosed garages or storage facilities protected from the view of the public or other residents of the Subdivision.

(13) OFF-STREET PARKING. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-private-road-easements parking for his vehicle or vehicles.

(14) CLUB MEMBERSHIP. All purchasers of a lot or lots and all adult persons, except domestic servants, residing permanently or temporarily in the Subdivision must be members of Hidden Hills Club, Inc.

(15) SEWERAGE. No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into the waters of Lake Travis. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewerage disposal, meeting the requirements of and approval of the proper governmental authority having jurisdiction with respect thereto. The drainage of septic tanks or other sewerage disposal facilities into any ditch or easement, either directly or indirectly, is prohibited.

(16) EASEMENTS. Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair, and maintain, electric power, water, sewerage, gas, telephone, and similar utility facilities and services, for all the lots and properties in the Subdivision as follows:

All easements shown on the recorded plat of the Subdivision are adopted as part of these restrictions; and in instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair, and replacement purposes, without the lot owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair, or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision and any other land owned or acquired by Developer in the vicinity thereof, and shall also inure to the benefit of and may be used by any public or private utility entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility.

(17) LOCKED GATES. All private road easements and all other easements owned by the undersigned, all those easements granted in connection with the dedication of said Hidden Hills I and the plat thereof recorded in Plat Book 31, Page 4, of the Plat Records of Travis County, Texas, and all future easements and conveyances which may hereinafter be made are expressly conditioned and subject to the provision that the present and future owners of said easements and lots in Hidden Hills I, their heirs and assigns, will keep each gate designated by the Developer, and now or hereafter erected in Hidden Hills I, in any approach thereto or on any other land owned or acquired by Developer in the vicinity thereof, locked at all times except when actual passage is occurring through such gateway.

(18) OIL, GAS, AND MINERAL DEVELOPMENT. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained, or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect. These restrictions shall not prohibit the drilling and production of water wells.

(19) MAINTENANCE FUND. Each lot shall be subject to an annual maintenance fund assessment in such amount as shall be determined by Developer with the approval of the Board of Directors of the Hidden Hills Club, Inc., but which shall not, in any event, exceed Fifty Dollars (\$50.00) per year if a residence has been erected thereon, or Twelve Dollars (\$12.00) per year if no residence has been erected thereon, payable on or before February 1st, in advance, each year. Upon acceptance of any contract or conveyance to any lot in Hidden Hills I, each grantee and each of the undersigned, for himself, his heirs and assigns, agrees that each such assessment is a part of the consideration for such contract or conveyance, and shall be, and is hereby, secured by a lien on each such lot, such lien being subordinate to any valid recorded lien for the construction of improvements upon such lot or upon the improvements thereon, and shall be payable to the Developer in Travis County, Texas, or to such other person or corporation as Developer may designate by instrument filed of record in the office of the County Clerk of Travis County, Texas, to be used only for the purpose of maintaining or improving the private road easements or doing any other things necessary or desirable to keep the Subdivision neat, clean, and in good order, or which will be for the benefit or enjoyment of the lot owners in the Subdivision generally.

(20) COVENANTS RUNNING WITH THE LAND. All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, her successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction or covenant or to enforce the performance thereof.

(21) LIABILITY. It is stipulated that neither Developer nor any of the undersigned shall ever be liable for the failure of any purchaser of any of said property or any other person to observe or comply with said restrictions, covenants and easements, or any of them, nor shall they be liable or responsible for any breach or violation thereof by any person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with the same and they do not now have nor shall they ever be charged with or ever have any financial liability, duty, or obligation to do or refrain from doing or to perform or to refrain from performing any act or service or thing of any kind which Developer, in these restrictions and covenants, is given the option or privilege to do or to refrain from doing. All rights and interests of Developer hereunder may be assigned to the Hidden Hills Club, Inc., or to any other person or corporation.

(22) AMENDMENTS. Such restrictions and covenants may be amended or changed at anytime by the affirmative vote of the then owners of at least thirty (30) of the forty-five (45) lots shown by the recorded plat of Hidden Hills I, evidenced by a written agreement signed and acknowledged by the then owners of at least thirty (30) of such lots; such amendment or change shall become effective upon such written agreement being filed for record in the office of the County Clerk of Travis County, Texas; provided, however, that the person or persons requesting an amendment or change shall bear all expenses in connection therewith, and that no amendment shall place an additional burden or restriction on any lot in the Subdivision where the owner of such lot or lots does not join in such amendment or change.

(23) PARTIAL INVALIDITY. Invalidation of any covenant, restriction, etc. (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc. --all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

(24) DURATION OF RESTRICTIONS.

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until December 1, 1996, unless sooner amended as herein provided.

(b) At the end of the term provided in (24) (a) above, and at the end of each of ten (10) year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically extended, an

instrument shall have been signed by the then owners of a majority of the square surface footage in the lots in the Subdivision and shall have been recorded in the office of the County Clerk of Travis County, Texas, agreeing to change said restrictions and covenants, in whole or in part. In the instance of community property, signature of the husband alone shall suffice.

(25) JOINDER. We, HUGH S. VEALE, as lien holder, and STANLEY HORNSBY and wife, SARAH AGNES HORNSBY, ARTHUR H. BARBECK and wife, MILDRED H. BARBECK, and LOUIS M. BLENDERMAN and wife, ALICE N. BLENDERMAN, owners of lots in Hidden Hills I, do hereby agree to be bound by all of the restrictions and covenants herein set out, and the rights hereinabove given to Developer.

EXECUTED this the 21st day of October, 1966.

Louise Kirk Trustee
LOUISE KIRK, TRUSTEE

Stanley Hornsby
STANLEY HORNSBY

Sarah Agnes Hornsby
SARAH AGNES HORNSBY

Arthur H. Barbeck
ARTHUR H. BARBECK

Mildred H. Barbeck
MILDRED H. BARBECK

Louis M. Blenderman
LOUIS M. BLENDERMAN

Alice N. Blenderman
ALICE N. BLENDERMAN

Hugh S. Veale
HUGH S. VEALE

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared LOUISE KIRK, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 the 21st day of October, 1966.

(NOTARY SEAL)

June F. Stevens
Notary Public in and for Travis County, Texas
JUNE F. STEVENS
NOTARY PUBLIC TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared STANLEY HORNSBY, known to me 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 the 21st day of October, 1966.

(NOTARY SEAL)

June F. Stevens
Notary Public in and for Travis County, Texas
JUNE F. STEVENS
NOTARY PUBLIC TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared SARAH AGNES HORNSBY, wife of Stanley Hornsby, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Sarah Agnes Hornsby, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 21st day of October, 1966.

(NOTARY SEAL)

June F. Stevens
Notary Public in and for Travis County, Texas
JUNE F. STEVENS
NOTARY PUBLIC TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared ARTHUR H. BARBECK, known to me 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 the 7th day of November, 1966.

(NOTARY SEAL)

June F. Stevens
Notary Public in and for Travis County, Texas

JUNE F. STEVENS
NOTARY PUBLIC TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared MILDRED H. BARBECK, wife of Arthur H. Barbeck, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mildred H. Barbeck, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 7th day of November, 1966.

(NOTARY SEAL)

June F. Stevens
Notary Public in and for Travis County, Texas

JUNE F. STEVENS
NOTARY PUBLIC TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS:

COUNTY OF :

Before me, the undersigned authority, on this day personally appeared LOUIS M. BLENDERMAN, known to me 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 the 9 day of Nov., 1966.

(NOTARY SEAL)

J. D. Hill
Notary Public in and for Jefferson County, Texas

J. D. HILL
Notary Public Jefferson County, Texas
My Commission Expires June 1, 1967

THE STATE OF TEXAS:

COUNTY OF :

Before me, the undersigned authority, on this day personally appeared ALICE N. BLENDERMAN, wife of Louis M. Blenderman, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Alice N. Blenderman, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 9 day of November, 1966.

(NOTARY SEAL)

Isabelle Longman Jefferson
Notary Public in and for Jefferson County, Texas

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared HUGH S. VEALE, known to me 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 the 26th day of October, 1966.

(NOTARY SEAL)

June F. Stevens
Notary Public in and for Travis County, Texas

JUNE F. STEVENS
NOTARY PUBLIC TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped hereon by me, on

NOV 22 1966



Emilie Limburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
NOV 18 8 06 AM 1966
Emilie Limburg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

756

PROTECTIVE RESTRICTIONS AND COVENANTS

FOR

CROSSWIND

1-42-7967

THE STATE OF TEXAS

~~000-6-7637~~ 6693 * 7.50

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

X

That Fred Earhart III, Trustee, D/B/A Crosswind Development Company, (referred to herein as "Developer") is the owner of all that certain real property in Travis County, Texas, known as Crosswind (sometimes referred to herein as "the Subdivision"), according to the map or plat thereof, being filed on

to which map or plat, and the record thereof, reference is made for a full and particular description of said real property.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, Developer hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

PROTECTIVE RESTRICTIONS AND COVENANTS

(1) USE. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except lot number one (1) and such other lot or lots as may be conveyed by the Developer to the Crosswind Property Owners Association, with each purchaser of a lot or lots in Crosswind being a member in such association, but Developer shall not be obligated in any way to convey any of such lots to such association. After the construction of such residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such single-family, private residence. No lot other than lot number one (1) or any structure thereon shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind, except Crosswind Property Owners Association.

(2) LOT AREA. No lot shall be resubdivided into lots less than one (1) acre in size without the specific approval of the Architectural Control Committee.

(3) ARCHITECTURAL CONTROL COMMITTEE. Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Developer. After the initial sale of all of the lots in the Subdivision, or at an earlier time determined by Developer, the Architectural Control Committee shall be appointed and administered by the Crosswinds Property Owners Association (hereinafter referred to as C.P.O.A.). The Architectural Control Committee shall have the power necessary and reasonable to perform the acts indicated below. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

1-42-7968

(4) STRUCTURES.

(a) No dwelling shall be erected or permitted to remain on any lot, having a floor area of less than 1,000 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages.

(b) No improvements shall be placed or altered on any lot until the building plans, specifications, and plot plan showing the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted for approval, they shall be considered approved.

(c) No structure shall be used until the exterior thereof is approved pursuant to sub paragraph (b) above, and sanitary sewerage disposal facilities (complying with fifteen (15) below) are completely finished.

(d) No dwelling shall be located on any lot nearer than twenty (20) feet to any exterior lot line (i.e., any road easement), nor nearer than five (5) feet to any interior lot line, -- except that:

(i) If one structure is constructed on a homesite consisting of more than one (1) lot, the combined area shall (for this purpose) be considered as one lot.

(ii) The set-back lines may be relaxed by decision of the Architectural Control Committee, if the above prescribed distances are not feasible, considering the terrain of the lot.

(e) No structure shall be placed on any lot which (by reason of high walls or fences, excessive height, specially peaked roof design, etc.) unreasonably will obscure the view of Lake Travis from a dwelling located or reasonably to be located upon an adjacent lot.

(f) No trailer, tent, shack, garage, barn, or other out-building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures.

(g) With reasonable diligence, and in all events within one (1) year from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures, building equipment, materials and supplies shall be removed or kept inside the residence.

(5) SIGNS. No for sale or for rent signs may be displayed without the prior written approval of Developer and/or the C.P.O.A.; and no other type of sign or advertising may be displayed on any lot or structure. Developer shall have the right to maintain an office within the Subdivision until all lots are sold.

(6) NUISANCES. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

1-42-7969

(7) FIREARMS. The use or discharge of firearms is expressly prohibited within the subdivision.

(8) GARBAGE AND TRASH DISPOSAL. No lot shall be used as a dumping ground for rubbish, trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the lot owner, to a location designated by the Developer or outside the Subdivision.

(9) STORAGE OF MATERIALS. No building material of any kind shall be placed or stored upon any lot except during actual bona fide construction; and then, such material shall be placed within the property lines of the lot on which the improvements are to be erected, and after one (1) year from the beginning of construction, shall be removed or be kept within the residence.

(10) ANIMALS. No horses, cows, sheep, goats, swine, poultry, or livestock of any kind may be kept on any lot, except that house pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not exceed the number usually and reasonably owned by a single family.

(11) DRAINAGE STRUCTURES. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

(12) UNSIGHTLY STORAGE. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street or adjacent lots. No boats, trucks, trailers, or unsightly vehicles shall be stored or kept for the purpose of repair on any lot or easement except in enclosed garages or storage facilities protected from the view of the public or other residents of the Subdivision.

(13) OFF-STREET PARKING. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-private-road-easements parking for his vehicle or vehicles.

(14) CLUB MEMBERSHIP. All purchasers of a lot or lots and all adult persons, except domestic servants, residing permanently or temporarily in the Subdivision must be members of Crosswind Property Owners Association.

(15) SEWERAGE. No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into the waters of Lake Travis. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewerage disposal or holding tank system meeting the requirements of and approval of the proper governmental authority having jurisdiction with respect thereto. The drainage of septic tanks or other sewerage disposal facilities into any ditch or easement either directly or indirectly, is prohibited.

(16) EASEMENTS. Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair, and maintain, electric power, water, sewerage, gas, telephone, and similar utility facilities and services, for all the lots and properties in the Subdivision

as follows:

1-42-7970

All easements shown on the recorded plat of the Subdivision are adopted as part of these restrictions; and in instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair, and replacement purposes, without the lot owner being entitled to any compensation or regress by reason of the fact that such maintenance, repair, or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision and any other land owned or acquired by Developer in the vicinity thereof, and shall also inure to the benefit of any may be used by any public or private utility without the necessity of any further grant of such easement rights to such utility.

(17) GRASS AND WEEDS. The owner of each lot shall keep grass, weeds and vegetation (except as part of a landscaping plan approved by the Architectural Control Committee), trimmed or cut so that the same shall remain in a neat and attractive condition; upon any failure of the owner so to do within thirty (30) days after notice to said owner of such condition, the Developer or its agent may enter upon said lot to remove the same at the expense of the owner -- provided that the same shall not exceed Twenty-five (\$25.00) Dollars per lot or per acre whichever is greater.

(18) OIL, GAS AND MINERAL DEVELOPMENT. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derrick or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained, or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect. These restrictions shall not prohibit the drilling and production of water wells.

(19) MAINTENANCE FUND. Each lot shall be subject to an annual maintenance fund assessment as determined by Developer with the approval of the Board of Directors of the Crosswind Property Owners Association, which shall amount to Ninety-five (\$95.00) Dollars per year if a residence has been erected thereon, Seventy-five (\$75.00) Dollars per year if no residence has been erected thereon, payable on or before February 1st, in advance each year. Upon acceptance of any contract or conveyance to any lot in Crosswind, each grantee and each of the undersigned, for himself, his heirs and assigns, agrees that each such assessment is a part of the consideration for such contract or conveyance, and shall be, and is hereby secured by a lien on each such lot, such lien being subordinate to any valid recorded lien for the construction of improvements upon such lot or upon the improvements thereon, and shall be payable to the Developer in Travis County, Texas, or to such other person or corporation as Developer may designate by instrument filed of record in the office of the County Clerk of Travis County, Texas, to be used only for the purpose of maintaining or improving the road easements, or doing any other things necessary or desirable to keep the Subdivision neat, clean, and in good order, or which will be for the benefit or enjoyment of the lot owners in the Subdivision generally.

1-42-7971

(20) COVENANTS RUNNING WITH THE LAND. All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance and performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(21) LIABILITY. It is stipulated that neither Developer nor any of the undersigned shall ever be liable for the failure of any purchaser of any of said property or any other person to observe or comply with said restrictions, covenants and easements, or any of them, nor shall they be liable or responsible for any breach or violation thereof by any person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with the same and they do not now have nor shall they ever be charged with or ever have any financial liability, duty, or obligation to do or refrain from doing or to perform or to refrain from performing any act or service or thing of any kind which Developer, in these restrictions and covenants, is given the option or privilege to do or to refrain from doing. All rights and interests of Developer hereunder may be assigned to the Crosswind Property Owners Association, or to any other association, person or corporation.

(22) AMENDMENTS. Such restrictions and covenants may be amended or changed at anytime by the affirmative vote of the then owners of at least Seventy-five (75%) Percent of the lots shown by the recorded plat of Crosswind, evidenced by a written agreement signed and acknowledged by the then owners of at least Seventy-five (75%) Percent of such lots; such amendment or change shall become effective upon such written agreement being filed for record in the office of the County Clerk of Travis County, Texas; provided, however, that the person or persons requesting an amendment or change shall bear all expenses in connection therewith, and that no amendment shall place an additional burden or restriction on any lot in the Subdivision where the owner of such lot or lots does not join in such amendment or change.

(23) PARTIAL INVALIDITY. Invalidity of any covenant, restriction, etc. (by Court judgment or otherwise) shall not effect, in any way, the validity of all other covenants, restrictions, etc. -- all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

(24) DURATION OF RESTRICTIONS.

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect for a period of 20 years, unless sooner amended as herein provided.

(b) At the end of the term provided in (24) (a) above, and at the end of each of ten (10) year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically

1-42-7972
extended, an instrument shall have been signed by the then owners of a majority of the square surface footage in the lots in the Subdivision and shall have been recorded in the office of the County Clerk of Travis County, Texas, agreeing to change said restrictions and covenants, in whole or in part. In the instance of community property, signature of the husband alone shall suffice.

EXECUTED this the 6 day of DECEMBER, 1976.

ATTEST:

CROSSWIND DEVELOPMENT COMPANY

AND SEAL

SECRETARY

By: Fred Earhart III Trustee
FRED EARTHART III, TRUSTEE

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

1-42-7973

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRED EARHART III, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said CROSSWIND DEVELOPMENT COMPANY, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, 1976.

NOTARY SEAL

Louis Koenig
NOTARY PUBLIC in and for
Travis County, TEXAS

ORIGINAL DM

MY COMMISSION EXPIRES
the 1 day of June, 1976.

STATE OF TEXAS COUNTY OF TRAVIS:
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped hereon by me, on

DEC 6 1976



Louis Koenig
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

Dec 6 2 31 PM '76

Louis Koenig
COUNTY CLERK
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF TRAVIS

360
1-73-6190

THAT, I, the undersigned MIKE BRIGGS, Trustee, do hereby ratify and affirm the protective restrictions and covenants for CROSSWIND according to the provisions therein as recorded in Volume 5648, Page 1389 of the Deed Records of Travis County, Texas. The terms of which are incorporated herein for all purposes and made the act of the undersigned.

Said protective restrictions and covenants for such subdivision shall apply uniformly to the use, improvement, occupancy and conveyance of all lots in the subdivision as stated in the restrictions and covenants therefore recorded in Volume 5648, Page 1389, Deed Records of Travis County, Texas.

Executed this 21 day of December, 1977.

Mike Briggs Trustee
MIKE BRIGGS Trustee

THE STATE OF TEXAS §
COUNTY OF ~~TRAVIS~~ ^{HARRIS} §

Before me, the undersigned authority, on this day personally appeared Mike Briggs, Trustee, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed it for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the 21 day of December, 1977.

NOTARY SEAL

Susan Miller

NOTARY PUBLIC IN AND FOR
TRAVIS COUNTY, TEXAS
HARRIS

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

APR 5 1978

DEED RECORDS
Travis County, Texas

FILED
APR 5 12 33 PM '78
Doris R. Hughes
COUNTY CLERK
TRAVIS COUNTY, TEXAS

6127

963



31.00

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR

1-97-1572

CROSSWIND

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT the undersigned parties hereto being the owners of at least 75% of the lots in Crosswind Subdivision as shown by the recorded plat of Crosswind, do hereby amend the Protective Restrictions and Covenants for Crosswind recorded in Volume 5648, Page 1389 of the Deed Records of Travis County, Texas, pursuant to Paragraph 22 of same as follows:

Paragraph 1 of the Protective Restrictions and Covenants for Crosswind is amended to read as follows:

(1) USE. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except lot number one (1) and such other lot or lots as may be conveyed by the Developer to the Crosswind Property Owners Association, with each purchaser of a lot or lots in Crosswind being a member in such association, but Developer shall not be obligated in any way to convey any of such lots to such association. After the construction of such residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such single-family, private residence. No lot other than lot number one (1) or any structure thereon shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind, except Crosswind Property Owners Association.

Notwithstanding anything herein above contained to the contrary, lots numbered 62, 63, 64, 65, 66, 27, 28, 29, 30, 31, 32, 33 and 34 may be used for two-family (duplex), private, residential purposes after the construction of such two-family residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such two-family, private residence. Lots numbered 15, 16, 43, 44, 45, 46, 47, and 48 may be used for three-family (triplex) private residential purposes. Lot numbered 2 may be developed the same as Lot No. 1 as herein above described if developed in conjunction with Lot No. 1. Lot No. 49 may be developed by the construction of apartment type units not to exceed four units.

There shall be added to paragraph 4, subparagraph H which shall read as follows:

(h) No two family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 1,900 sq. ft. (when measured to exterior walls) and no unit shall consist of less than 800 sq. ft. of living space.

(i) No three-family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 2,900 sq. ft. (when measured to exterior walls) exclusive of attached garages or other similar appendages and one of the units shall be at least 1,200 sq. ft of living space and no unit shall be less than 700 sq. ft. of living space.

(h). No four-family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 3,600 sq. ft. (when measured to exterior walls) exclusive of attached garages or other similar appendages and one of the units shall be at least 1,200 sq. ft of living space and no unit shall be less than 800 sq. ft. of living space.

1-97-1573

There shall be added paragraph 19 (a):

(a) In addition and not to the exclusion of the herein above recited provisions each two-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owners Association which shall amount to \$125.00 per year to be divided among the units in proportion of the unit to the total square footage of the residence erected thereon if a residence has been erected thereon. \$ 100.00 per year if no residence has been erected thereon. And each three-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owner Association which shall amount to \$200.00 per year if a residence has been erected thereon divided in porportion to each units total living space to the total living space of the structure and \$ 100.00 per year if no residence has been erected thereon. Each four-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owner Association which shall amount to \$ 200.00 per year if a residence has been erected thereon divided in porportion to each units total living space to the total living space of the structure and \$ 125.00 per year if no residence has been erected thereon.

These amendments to the Protective Restrictions and Covenants for Crosswind Subdivision shall be effective upon the execution and signature hereof by the owners of at least 75% of the lots shown by the recorded plat of Crosswind and upon being filed for record in the Office of the County Clerk of Travis County, Texas, and they shall remain in effect for the duration of and for the same period of time as the original Protective Restrictions and Covenants for Crosswind and run concurrent therewith.

EXECUTED this the 1 day of March, 1979.

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

1-97-1574

APPROVAL:

LOT OWNER Townhome Development Corporation

LOT(S) OWNED 71, 76, 86

(NO SEAL)

SIGNATURE LOT OWNER

Fred Earhart III
Townhome Development Corporation
by: Fred Earhart III, President

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said
County and State, on this day personally appeared
Fred Earhart, III, known to me 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 the 5th
day of February, 1978.

NOTARY SEAL

M'Lissa Howard
NOTARY PUBLIC IN AND FOR
Harris COUNTY, TEXAS

M'LISSA HOWARD
Notary Public in and for Harris County, Texas
My Commission Expires Nov. 6, 1980

1-97-1575

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER Vaughn Kendrick

LOT(S) OWNED 73, 81, 62, 63, 64, 65, 66

SIGNATURE LOT OWNER Vaughn Kendrick

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared VAUGHN KENDRICK, known to me 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 the 1ST day of DECEMBER, 1978.

NOTARY SEAL

Larry L. Ruston
NOTARY PUBLIC IN AND FOR TRAVIS
COUNTY, TEXAS

AMENDMENT TO

1-97-1576

PROTECTIVE RESTRICTIONS AND COVENANTS

FOR CROSSWIND

APPROVAL:

LOT OWNER WILLIAM H. GIBBONS

LOT(S) OWNED 9 & 54

SIGNATURE LOT OWNER William H. Gibbons

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William H. Gibbons, known to me 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 the 22ND day of November, 1978.

NOTARY SEAL

Rhea M. Latta
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS
RHEA M. LATTA
Notary Public in and for Harris County, Texas
My Commission Expires November 15, 1979

1-97-1577

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER X RICHARD E. BEAN

LOT(S) OWNED 75

SIGNATURE LOT OWNER X Richard E. Bean

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said
County and State, on this day personally appeared
Richard E. Bean, known to me 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 the 19th
day of January, 1979.

NOTARY SEAL

Gladys Dickson
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS

GLADYS DICKSON
Notary Public in and for Harris County, Texas
My Commission Expires October 20, 1980

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

Michael J. Butts, Managing Partner
LOT OWNER Butts-Howard Investments

LOT(S) OWNED 53

SIGNATURE LOT OWNER Michael J. Barth

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael J. Butts, Managing Partner for Butts-Howard Investments _____, known to me 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.

NOTARY SEAL



Michael R. Burke
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

Notary Public in Harris County, Texas.
My Comm. Expires 02/01/2004

Please
Sign - notatize
& return

1-97-1579

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER X Luther L. Shelby

LOT(S) OWNED 69

SIGNATURE LOT OWNER X Luther L. Shelby

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Luther L. Shelby, known to me 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 the 22nd day of January, 1979.

NOTARY SEAL

X Nancy B. Woolridge
NOTARY PUBLIC IN AND FOR
Harris COUNTY, TEXAS

NANCY B. WOOLRIDGE
Notary Public - Harris County
My Commission Expires Sept. 28, 1980
Bonded By Harco Ins. Services

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

1-97-1580

APPROVAL:

LOT OWNER JOSEPH WILLIAM FREE JR

LOT(S) OWNED 82

SIGNATURE LOT OWNER J William Free

THE STATE OF TEXAS
COUNTY OF Garza

BEFORE ME, the undersigned, a Notary Public in and for said
County and State, on this day personally appeared
J William Free, known to me 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 the 13th
day of January, ¹⁹⁷⁹~~1978~~.

NOTARY SEAL

My Commission
expires 4-30-1980

Juanita C Taylor
Notary Public in and
for Garza County
Juanita C. Taylor

1-97-1581

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER X Billy F. Priest

LOT(S) OWNED 23

SIGNATURE LOT OWNER X Billy F. Priest

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said
County and State, on this day personally appeared
BILLY F. PRIEST, known to me 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 the 8th
day of January, 1978.

NOTARY SEAL

X Judith J. Gibson
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS
JUDITH J. GIBSON
MY COMMISSION EXPIRES 6-23-79

1-97-1582

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER CRAIG FREDERICK MEYER

LOT(S) OWNED 13

SIGNATURE LOT OWNER Craig Frederick Meyer

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Craig Frederick Meyer, known to me 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 the 5th day of September, 1978.

NOTARY SEAL

Cherrie L. Townsend
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS

CHERRIE L. TOWNSEND
Notary Public in and for Harris County, Texas
My Commission Expires 5/20/79

1-97-1583

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER Philip G Chapman

LOT(S) OWNED 1, 2 (one AND TWO)

SIGNATURE LOT OWNER [Signature]

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Philip G. Chapman, known to me 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 the 4th day of September, 1978.

NOTARY SEAL

[Signature]
NOTARY PUBLIC IN AND FOR
Harris COUNTY, TEXAS (Magdalena Perez)

1-97-1584

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER Kenneth BANWART

LOT(S) OWNED 20

SIGNATURE LOT OWNER Kenneth Banwart

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kenneth E. Banwart, known to me 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 the 6 day of October, 1978.

NOTARY SEAL

Nancy B. Woolridge
NOTARY PUBLIC IN AND FOR Harris
COUNTY, TEXAS

My commission expires 9-29-80

1-97-1585

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER Thomas D. Erwin, Trustee

LOT(S) OWNED 8, 10, 11, 14, 15, 16, 17, 18, 21, 22, 26, 27, 28, 29,
30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49, 50, 51, 52, 67, 78, 79, 80, 84, 85

SIGNATURE LOT OWNER x Thomas D Erwin, Trustee

THE STATE OF TEXAS 1
COUNTY OF 1

BEFORE ME, the undersigned, a Notary Public in and for said
County and State, on this day personally appeared Thomas
D ERWIN, known to me 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 the 11th
day of September, 1978.

NOTARY SEAL

Claudia Taylor
NOTARY PUBLIC IN AND FOR
COUNTY, TEXAS

CLAUDIA TAYLOR
My Commission Expires July 12, 1988
Notary Public in and for Harris County Texas

1-97-1586

AMENDMENT TO
PROTECTIVE RESTRICTIONS AND COVENANTS
FOR CROSSWIND

APPROVAL:

LOT OWNER Charles T Black

LOT(S) OWNED 68

SIGNATURE LOT OWNER Charles T Black

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles T. Black, known to me 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 the 8th day of December, 1978.

NOTARY SEAL

Elissa Howard
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
ELISSA HOWARD
Notary Public in and for Harris County, Texas
My Commission Expires Nov. 6, 1980

STATE OF TEXAS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

MAR 8 1979



Loris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

MAR 8 12 47 PM '79

Loris Shropshire
COUNTY CLERK
TRAVIS COUNTY, TEXAS