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23**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS****HORIZON PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made on the date hereinafter set forth by **CENTEX HOMES**, a Nevada general partnership, hereinafter referred to as the **"Declarant"**

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Williamson County, Texas, described on Exhibit "A" attached hereto (**"Initial Property"**), and

WHEREAS, Declarant desires to create an exclusive planned community known as Horizon Park on the Initial Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration,

NOW THEREFORE, Declarant declares that the Initial Property shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as hereinafter defined) and other portions of the Property (as hereinafter defined) in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner (as hereinafter defined) thereof

ARTICLE I**DEFINITIONS**

Section 1.1. **"Association"** shall mean and refer to the Horizon Park Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein

Section 1.2. **"City"** shall mean and refer to the City of Leander, Williamson County, Texas

Section 1.3. **"Common Areas"** shall mean and refer to that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances (other than taxes and assessments) for the common use and benefit of the Owners

Section 1.4. **"Common Maintenance Areas"** shall mean and refer to the Common Areas, if any, and any areas within public rights-of-way, easements (public and private) or public parks, and any improvements, or landscaping that the Board of Directors of the Association deems necessary or appropriate to maintain for the common benefit of the members

Section 1.5 **"Declarant"** shall mean and refer to Centex Homes, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign

Section 1.6 **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Horizon Park, and any amendments and supplements thereto made in accordance with its terms

Section 1.7. "Lot" shall mean and refer to any of the plots of land indicated upon a recorded subdivision plat(s) of the Property or any part thereof creating single-family homesites, but only if the plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home. Common areas, and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of a Lot.

Section 1.8 "Neighborhood" shall mean and refer to any separately designated development area of the properties comprised of various types of housing, initially or by supplement or amendment made subject to the Declaration. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that such property shall constitute a separate Neighborhood. In the absence of specific designation of separate Neighborhood status, all property made subject to the Declaration shall be considered a part of the same Neighborhood.

Section 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.10. "Plat" mean and refer to the recorded subdivision plat of Horizon Park Section One, recorded at Document # 199930492 of the Plat records of Williamson County, Texas and any other recorded plat(s) of property made subject to the Declaration.

Section 1.11. "Property" or "Properties" shall mean and refer to the Initial Property together with such portions of the Eligible Property (hereinafter defined) as may from time to time be made subject to this Declaration but shall not include any of the Eligible Property unless and until such Eligible Property is so annexed. All of the Property may sometimes be known as phases or sections of Horizon Park.

Section 1.12 "Supplemental Declaration" shall mean and refer to (i) any supplemental declaration of supplemental restrictions filed of Declarant, its successors or assigns, imposing restrictions on or with respect to one or more Neighborhoods within the Property, (ii) any supplemental declaration of annexation executed and filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of the Declaration under the authority provided in the Declaration, and (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, purporting to do both of the foregoing. References herein (whether specific or general to provisions set forth in all (any) Supplemental Declarations shall be deemed to relate to the respective Properties covered by the relevant Supplemental Declaration.

Section 1.13. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

ARTICLE II

HORIZON PARK HOMEOWNERS ASSOCIATION, INC.

Section 2.1. Membership The Declarant and every Owner of a Lot by virtue of ownership of such Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be two (2) classes of membership, Class A and Class B as described in Section 2.7.

Section 2.2. Funding Subject to the terms of this Article II, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (a) regular assessments or charges, and (b) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for

the full term (and extended term, if applicable) of the covenants contained herein. The regular and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

Section 2.3. Regular Assessment or Charge.

(a) **Regular Assessment Rate.** Subject to the terms of this Article, each Lot is hereby subject to an initial regular assessment charge as provided in this Section 2.3. The regular assessment charge shall be fixed at a uniform rate for all Lots except that a Lot that does not have an Occupied Unit thereon shall be assessed at 1/4 the regular assessment rate. An "Occupied Unit" shall mean a finished Lot with a completed Unit thereon and in which a person(s) occupies such Unit for household purposes. The rate at which each Lot will be assessed, and whether such assessment will be payable monthly, quarterly or annually, will be determined by the Board of Directors of Horizon Park Homeowners Association, Inc. (the "**Board of Directors**"), at least 30 days in advance of each assessment period. Said rate may be adjusted as provided by the Board of Directors, subject to the provisions herein and in paragraph (c) below and in the Bylaws.

(b) **Declarant's Subsidy/Full Assessment Obligation.** While Declarant is only required to pay a reduced assessment rate for Lots that do not have an Occupied Unit thereon, Declarant hereby covenants and agrees that if the annual assessment fund revenues are insufficient to pay the operating expenses of the Association, it will provide the funds to make up the deficit, provided, however, Declarant shall only be obligated to pay an amount equal to the difference between the total amount paid by Declarant for Lots that do not have an Occupied Unit thereon and the total assessment amount Declarant would have paid for such Lots if assessed at the full rate. Declarant shall pay such deficit amount within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their regular or special maintenance assessments, the Association will diligently pursue (the Declarant may also pursue at its option) all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and will reimburse the Declarant the amounts, if any, so collected. Notwithstanding the foregoing, rather than paying the deficit amount, Declarant will have the right to pay the full assessment rate for all Lots owned by Declarant (regardless if the Unit thereon is not an Occupied Unit) and upon such payment at the full assessment rate Declarant is hereby excused from the payment of any budget deficits. The payment at the full assessment rate does not relinquish Declarant's right to pay at the reduced rate for subsequent years, if applicable.

(c) **Increases in Maximum Regular Assessments/Regular Assessments**
From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member, the maximum regular assessment shall be increased each year 10% above the maximum regular assessment for the previous year without a vote of the membership. This increase in the maximum regular assessment rate does not mean that the Board will or has to increase the assessment to the maximum level when it sets the regular assessment. The increase in the maximum regular assessment will be cumulative. By way of example, if the original maximum regular assessment is \$280.00, the year immediately following the conveyance of the first Lot to a Class A member, the maximum regular assessment shall increase to \$308.22 annually even though the Board may not increase the assessment to the maximum level. The second year following such conveyance, the maximum regular assessment shall increase to \$338.80 annually. If the Board chooses to increase the assessment the second year following such conveyance, it may cumulatively increase the assessment up to \$338.80 without a vote of the members. If the Board does not increase the assessment, the regular

assessment applicable for the previous assessment year shall remain in effect until the Board shall fix a new regular assessment. From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member the maximum regular assessment may be increased more than 10% above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as and incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) **Certificate of Assessment Status.** The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(e) **Purposes of Assessment Fund.** The Association will establish an assessment fund composed of regular assessments and will use the proceeds of such fund in providing for normal, recurring expenses related to the Common Maintenance Areas or that are set forth in the Association's budget. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association will have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas, perpetual maintenance and enhancement for fences, columns, signage, walls, grounds, landscaping, lights, irrigation and associated utilities for improvements at entries of the Property onto County Road 272 at Union Street and Horizon Park Boulevard, payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the regular assessment fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the regular assessment, employment of policemen and watchmen, if any, caring for vacant Lots, and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance will be final and conclusive so long as such judgment is exercised in good faith. The Association will, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Areas. The fund will be established and maintained out of regular assessments.

Section 2.4. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot to a Class A Member, a special assessment equal to two (2) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be available for all necessary expenditures of the Association.

(b) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments with the regular assessment fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

(c) The Board of Directors shall determine the necessity and the amount of any special assessment. Special assessments shall not be effective unless approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for the purpose of approving the special assessments and conducting other business, if any. Written notice of such meeting shall be sent to each member not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 2.5 Non-payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date will bear interest from the due date at the highest rate of interest allowed by Texas law or the lesser of 18%, as amended from time to time. The Association will have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

Section 2.6 Subordinated Lien to Secure Payment. To secure the payment of any assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary, provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure will extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer will relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association will have the right to file notices of liens in favor of such Association in the Real Property Records of Williamson County, Texas.

Section 2.7. Voting Rights The Association shall have two classes of voting membership.

(a) **Class A** Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B** The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot that Declarant owns. The Class B membership shall cease and be converted to Class A membership one hundred eighty (180) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or ten (10) years after conveyance of the first Lot to a Class A member, whichever occurs earlier.

(c) **Suspension.** All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Bylaws or rules and regulations of the Association

ARTICLE III

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 3.1. Purpose of Regular Assessment Fund The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following

(a) Taxes and assessments and other liens and monetary encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any

(b) Care and preservation of the Common Areas and the Common Maintenance Areas.

(c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association shall be immediately terminable without cause by the Association, with no penalty, upon no more than ninety (90) days prior written notice to the managing party), and the services of such other personnel as the Board of Directors shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board of Directors or by the manager

(d) Legal and accounting services

(e) A policy or policies of insurance insuring the Association and/or its Board of Directors and officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV

(f) Workers compensation insurance to the extent necessary to comply with any applicable laws

(g) Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable

(h) Normal recurring expenses as described in paragraph 2 3(e)

(i) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration

Section 3.2. Powers and Duties of Board of Directors The Board of Directors, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association

- (a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners
- (b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board of Directors sees fit
- (c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary for or incidental to the operation and management of the Association
- (d) To protect or defend the Common Areas, and the Common Maintenance Area (if desired by the Board of Directors) from loss or damage by suit or otherwise, and to provide adequate reserves for replacements
- (e) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected
- (f) To make available for inspection by Owners within sixty (60) days after the end of each fiscal year an annual report, and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals
- (g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency
- (h) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules
- (i) To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings

Section 3.3. Board Powers Exclusive The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the regular assessment fund and the exclusive right and obligation to perform the functions of the Board of Directors except as otherwise provided herein

Section 3.4. Maintenance Contracts The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association

ARTICLE IV

TITLE TO COMMON AREAS

Section 4.1. Association to Hold The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Areas.

Section 4.2. Liability Insurance From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas or the Common Maintenance Area (if desired by the Board of Directors). The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, the Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

Section 4.3. Condemnation In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE V

ARCHITECTURAL REVIEW

Section 5.1. Architectural Control Committee A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of three (3) members.

(a) The members of the ACC shall be appointed, terminated and/or replaced by the Declarant so long as there is Class B membership. Thereafter the members of the ACC shall be appointed, terminated and/or replaced by the Board of Directors. The members appointed to the ACC are John Bolt Harris, Lowell Stacy and Tom Lynch.

(b) The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.

(c) The ACC shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

Section 5.2. Scope of Review No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article V.

Section 5.3. Submission of Plans Prior to the initiation of construction upon any Lot, the Owner (excluding Declarant) thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Section 5.4. Plan Review. Upon receipt by the ACC of all of the information required by this Article V, it shall have twenty-one (21) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property, (b) the improvements will not violate any restrictive covenant or encroach upon any easement or cross platted building setback lines, (c) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property, (d) the individual or company intended to perform the work is acceptable to the ACC; and (e) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement [6 months for the construction of a complete house]. In the event that the ACC fails to issue its written approval within twenty-one (21) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action.

Section 5.5. Non-conforming Structures. If there shall be a significant or material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 5.6. Immunity of ACC Members No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

Section 5.7. Address for Notice Requests for ACC approval or correspondence with the ACC shall be addressed to the Horizon Park Architectural Control Committee and mailed or delivered in care of the principal office of Centex Homes in Travis County, Texas, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

ARTICLE VI

EASEMENTS

Section 6.1. Utility Easements As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television, telephone, gas and electric systems. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

Section 6.2. Declarant's Easement to Correct Drainage As long as Class B membership shall be in effect, Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property

Section 6.3. Easement for Unintentional Encroachment The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Areas caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment

Section 6.4. Entry Easement In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 6.5. Drainage Easements Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

Section 6.6. Temporary Completion Easement All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

ARTICLE VII

USE AND OCCUPANCY

All Lots and dwellings except those lots owned by the Association or the Declarant which are designated by the Plat(s) as Common Area or park, greenbelt and/or amenity lots, will be used and occupied primarily for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose (including residential day care facilities) if (a) the existence or operation of the business activity is apparent or detectable by sight, sound or smell from outside the Unit, (b) the business activity does not conform to all zoning requirements for the Property, (c) the business activity involves regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents in the Property, and (d) the business activity diminishes the residential character of the Property or constitutes a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property, as may be determined in the sole discretion of the Board of Directors. This prohibition will not apply to (i) "garage sales" conducted entirely on an Owner's Lot in accordance with guidelines (if any) established by the Association provided that no Owner will conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or (ii) the use of any Unit by Declarant as a model home or sales office, or (iii) the use of any Lot as a site for a selection center trailer, construction office trailer and/ or sales office trailer and/or parking lot by Declarant.

ARTICLE VIII

PROPERTY RIGHTS

Section 8.1. Owners' Easements of Enjoyment Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer excluding Declarant

(d) The right of the Association, subject to the provisions hereof, to mortgage all or any part of the Common Areas. The Common Areas cannot be mortgaged without consent of two-thirds (2/3) of the votes of each class of membership, excluding Declarant.

(e) All easements herein described are easements appurtenant to and running with the land, they shall at all times inure to the benefit of and be binding upon the Declarant, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force

Section 8.2. Effect of Declaration Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents

Section 8.3. Rezoning Prohibited No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant, which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party

Section 8.4. Lot Consolidation Declarant may divide any Lot and/or consolidate any adjoining Lots and/or any portion thereof. The Lot or Lots resulting from such division and/or consolidation shall bear, and the Owner(s) thereof shall be responsible for, all assessments theretofore applicable to the Lots which are divided and/or consolidated, provided, however, if a Lot is split and not completely consolidated into another Lot, then the assessment amount shall be prorated on a square footage basis. Each such building site shall meet all lawful requirements of any applicable statute, ordinance or regulation

Section 8.5. Drainage Alteration Prohibited The surface water drainage contours of each Lot shall conform to the approved grading plan established by the Declarant unless drainage plans are modified by Declarant. No Owner shall fill or alter any drainage swale established by the Declarant, nor shall any Owner install landscaping or other improvements that may damage or interfere with the installation and maintenance of utilities or which may obstruct or divert surface water runoff from the drainage patterns, swales and easements established by the Declarant

ARTICLE IX

USE RESTRICTIONS

Section 9.1. Neighborhood Pursuant to Section 1.8 of above, Declarant may designate separate Neighborhoods to be made subject to the terms and conditions of the Declaration. In addition to the foregoing, Declarant may impose additional use restrictions on such Neighborhoods by filing a Supplemental Declaration (described in Section 1.12 above) in the real property records of Williamson County, Texas.

Section 9.2. Nuisances No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.3. Development Activity Notwithstanding any other provision herein, Declarant and its successors and assigns, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family dwelling units on the Property.

Section 9.4. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.

Section 9.5. Signs No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven on the Property or in the subdivision or carried by any person or by any other means displayed within the Property or the subdivision except the following:

(a) **For Sale Signs** An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(b) **Declarant's Signs** Signs or billboards may be erected by the Declarant.

(c) **Political Signs** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

(d) **Subdivision Identification Signs** Signs, monumentation or billboards may be erected by the Declarant or the Association to identify the subdivision, with approval from the City, if applicable.

(e) **School and Business Logos** Emblems or bumper stickers advertising a resident's school or business mounted upon vehicles parked or driven in the subdivision.

Declarant or its agents will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing, will not be subject to any liability in connection with such removal.

Section 9.6. Vehicles

(a) **Campers, Boats and Recreational Vehicles** No campers, boats, marine craft, hovercraft, boat trailers, travel trailers, motor homes, camper bodies, golf carts, and other types of recreational vehicles and, non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and/or accessories are screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and fully enclosed and/or screened. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

(b) **Commercial Vehicles**. No commercial vehicle shall be parked on any street right-of-way or Lot except within an enclosed structure which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. No trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.

(c) **Motor Vehicles**. No vehicles or similar equipment will be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks, and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot.

Section 9.7. Pets, Livestock and Poultry No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets, provided that they are not kept, bred, or maintained for any commercial purpose or for food. It is the purpose of these provisions to restrict the use of the Property so that no person will quarter on the premises cows, horses, bees, hogs, pigs, sheep, goats, ducks, geese, chickens, turkeys, skunks or other animals that may interfere with the quietude, health or safety of the community. No more than 4 animals may be kept on a single Lot. All such animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. All animals must be properly tagged for identification. No animal will be allowed to run at large, and all animals will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be constructed in accordance with plans approved by the ACC, will be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and will be screened so as not to be visible from any other portion of the Property.

Section 9.8. Garbage and Refuse Disposal No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant.

Section 9.9. Air-Conditioning Units. No air-conditioning apparatus will be installed on the ground in front of a residence nor will any air-conditioning apparatus or evaporative cooler be attached to any front wall or any window of a residence.

Section 9.10. Sight Distance at Intersections No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lines defined by the property lines of the Lot and a line connecting them at points twenty-five (25) feet from the intersection of the property lines, or in the case of a rounded property line, from the intersection of the property lines extended from the point of tangency at the intersection of the curved section of the property line with the straight sections of the property line. The same sight line elevation limitations shall apply on all Lots on either side of a driveway within the triangular areas formed from lines along the edge of the driveway and the street property line and a line connecting them at points twenty-five (25) feet from their intersection. Such sight line limitations are depicted on Exhibit "B" attached hereto and incorporated herein.

Section 9.11. Parking No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, the Common Maintenance Areas or on any easement unless such vehicle trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction shall not apply to driveways, or streets intended for vehicular use.

Section 9.12. Commercial or Institutional Use No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, professional commercial, institutional or other non-residential purposes, except as set forth in Article VII.

Section 9.13. Detached Buildings No detached accessory buildings, including, but not limited to, detached garages and storage buildings (other than provided herein) shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Exterior paint and roofing materials of such outbuildings shall be consistent with the existing paint and roofing materials of the dwelling.

Section 9.14. Fences All fences and walls shall comply with City requirements. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback line for the front yard, except for fences erected in conjunction with model homes or sales offices, Common Area Lots, and/or subdivision entry walls, monumentation and landscaping.

Section 9.15. Landscaping and Exterior Maintenance Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Growth of grasses in lawns must be properly maintained not to exceed six (6) inches in height. All landscaping located on any Lot shall be properly maintained at all times by the Lot Owner. Each Lot Owner shall keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. Declarant, the Association, and the ACC shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner.

Section 9.16. Antennae, Satellite Dishes and Solar Collectors Except with the written permission of the ACC or as provided herein, no Owner may erect or maintain (a) any direct broadcast satellite ("DBS") antenna greater than one meter (39 inches) in diameter, or (b) any multi-channel multipoint distribution service (wireless cable) ("MMDS") antenna greater than one meter (39 inches) in diameter, provided, however, such DBS or MMDS antenna being less than one meter in diameter may be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received as long as such DBS or MMDS antenna is screened from view (for aesthetic reasons) of any street, alley, park, Common Area or other public area, unless otherwise approved in writing by the ACC. The installation of any other antennal structure, such as a television broadcast service ("TVBS") antenna, will be mounted in the attic of a residential structure unless written permission is given by the ACC to place such antennal structure in another location. Except with the written permission of the ACC, no solar collector panels may be placed on or around the residential structure.

Section 9.17. Exterior Finish All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, siding, paneling or other material acceptable to the ACC. No unpainted concrete block surfaces shall be visible on any exterior wall.

Section 9.18. Chimneys All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

Section 9.19. Clothes Hanging Devices No clothes hanging devices exterior to a dwelling are to be constructed on the Lot.

Section 9.20. Window Treatment No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors. Temporary window treatments must be removed within forty-five (45) days after Lot Owner first occupies the Unit.

Section 9.21. Oil and Mining Operations No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 9.22. Mail Boxes Mail boxes shall be erected and maintained upon areas determined by the U S Postal Service in accordance with the current postal authority standards and the approval of the ACC.

Section 9.23. Athletic and Recreational Facilities No outdoor athletic and recreational facilities such as basketball goals, playscapes, swing sets and sport courts of a permanent nature shall be placed on any Lot within the Property or the subdivision between the street right-of-way and the front of a Unit. With respect to such facilities constructed in areas within the Property or in the subdivision other than between the street right-of-way and the front of the Unit, such facilities must be approved by the ACC pursuant to Article V herein. Tennis court lighting and fencing shall be allowed only with the approval of the ACC. Temporary facilities may be placed, utilized and removed from view from the street during the course of a day.

Section 9.24. Security Neighborhood watchman patrols may be provided by independent contractors through the Association, from time to time, however, the Association is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security for home and property.

Section 9.25. Burning Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything will be permitted anywhere on the Property.

Section 9.26. Utilities Except as to special street lighting or other aerial facilities which may be required by the City or by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) will be erected or installed on the Property whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, cable, electricity and telephone) will be buried underground unless otherwise required by a public utility. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

Section 9.27. Exterior Holiday Decorations Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ACC shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 1st of any year. For other holidays, decorations or lights may not be displayed more than three (3) weeks in advance of the holiday. The Association shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.

Section 9.28. Construction Activities This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole good faith judgment, the ACC shall have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the ACC may contract for or cause such debris to be removed, and the Lot Owner shall be liable for all expenses incurred in connection therewith.

ARTICLE X

PICKETING AND DEMONSTRATIONS

By acceptance of the deed to any Lot covered by this Declaration, the Owner covenants and agrees with the Owners of all other Lots within the subdivision, that no Owner or resident of any Lot shall engage in picketing, protest marches, sit-in demonstrations, protest speeches or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or within any Common Area, easement or street right-of-way adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition shall not affect the right of any person to participate in any other form of public protest conducted outside the Property. No Owner or resident of any Lot shall engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Common Area easement or street within the Property. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech, and to recognize and agree that all Owners have the right to the peaceful enjoyment of their property, the right of privacy, the right to practice their own religion, the freedom of association, the right to engage in a profession, and business or life-style of their own choosing provided that the conduct of such profession, business or life-style is not illegal and does not otherwise violate any provision of this Declaration.

ARTICLE XI

GENERAL

Section 11.1. Enforcement. The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.

Section 11.2. Remedies In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA (hereinafter defined) insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the Owner's respective regular assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of the Owner's additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 11.3. Term and Amendments The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Williamson County, Texas. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Declarant. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Williamson County, Texas. Declarant further reserves, (i) prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify any plat of subdivision, and (ii) the right at any time to amend this Declaration in order to correct scrivener's errors. Amendments shall be subject to requesting prior approval by FHA and VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan. If neither FHA nor VA notifies Declarant of objections to the amendment within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.

Section 11.4. Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 11.5. Rights and Obligations The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 11.6. Miscellaneous Provisions Any provision of the within Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

FHA/VA Approval If there exists a Class B membership, the following actions will require approval of the Federal Housing Administration and the Veterans Administration, as applicable (1) mortgaging or conveyance of Common Areas, (2) annexation of additional properties into the Association, (3) amendment of this Declaration or the Articles of Incorporation or Bylaws of the Association except Section 12.3(n), and (4) dissolution of the Association

Section 11.7. Gender All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa

Section 11.8. Headings The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration

Section 11.9. Conflicts In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control

Section 11.10. Partial Invalidity The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect

ARTICLE XII

ANNEXATION

Section 12.1. Annexation by Declarant At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant, provided that such annexation will be governed by the following rules

(a) **Eligible Property** All or any portion of the adjacent properties owned by Declarant described in Exhibit "C" attached hereto and incorporated herein by this reference

(b) **Consent or Joinder Not Required** No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section

(c) **Declaration of Annexation** Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property

(d) **FHA/VA Approval** Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("**FHA**") and the Veterans Administration ("**VA**") accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA notifies Declarant of objections to the annexation within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted

Section 12.2. Annexation by Action of Members At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes in each class of membership, and by FHA and VA as set forth in Subsection 13.1(d) above. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements,

provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 12.1(c) above executed by the parties herein described.

Section 12.3. No Duty to Annex Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

Section 12.4. Effect of Annexation on Class B Membership In determining the number of Lots owned by Declarant for purposes of Class B Membership status according to Section 2.7, the total number of Lots covered by the Association including all Lots annexed thereto shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of Section 2.7.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, as of the day and year written below.

DECLARANT

**CENTEX HOMES,
a Nevada general partnership**

Dated 1/13/00

By CENTEX REAL ESTATE CORPORATION,
a Nevada corporation
its managing general partner

By 
Thomas E. Lynch,
Division President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me the 13 day of JANUARY ²⁰⁰⁰~~1999~~, by
Thomas E. Lynch, Division President of Centex Real Estate Corporation, a Nevada corporation, managing general
partner of Centex Homes, a Nevada general partnership on behalf of said corporation and partnership



Janice M. Mills
Notary Public in and for the State of Texas
Notary's Name Printed Michael S. Edwards
My Commission Expires May 7, 2003

AFTER RECORDING RETURN TO:
The Horizon Park Homeowners Association
c/o Centex Homes
8140 N Mopac, Bldg 4, Suite 150B
Austin, Texas 78759
Attention John Bolt Harris

EXHIBIT "A"

INITIAL PROPERTY SUBJECT TO DECLARATION

Lots 3 through 79 of Block A, Lots 1 through 4, 24 through 26 of Block B, Lots 1 through 4, 14 through 17 of Block T, Lots 3 through 6 of Block R, a subdivision in the City of Leander, Williamson County, Texas, according to the plat thereof recorded at Document # 199930492 of the Plat Records of Williamson County, Texas

EXHIBIT "B"
SIGHT DISTANCE AT INTERSECTIONS
(SEE SECTIONS 9.10)

 SIGHT LINE LIMITATIONS APPLY

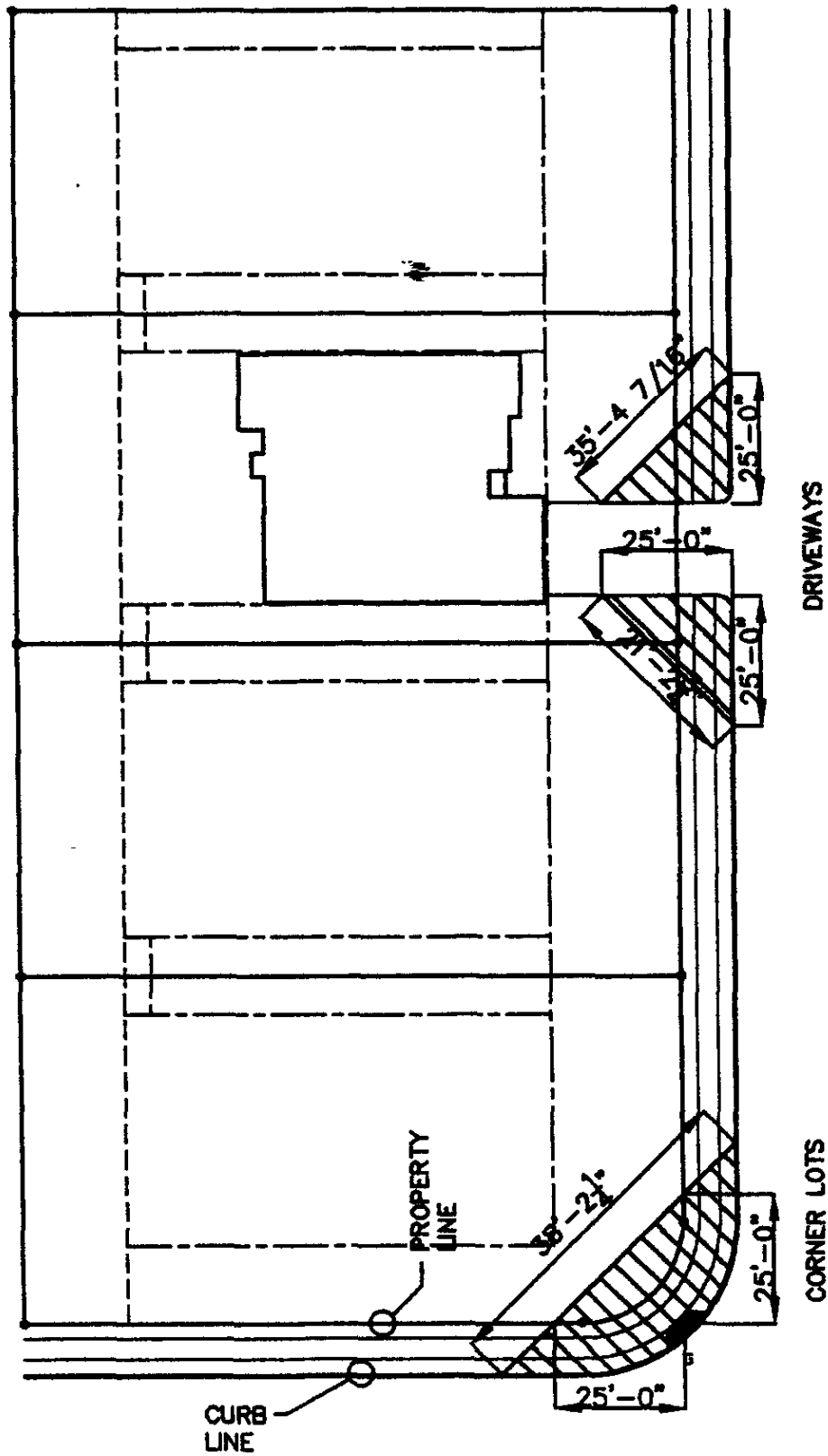


EXHIBIT "C"

ELIGIBLE PROPERTY

All of the property described in the Preliminary Plan for the Horizon Park Subdivision approved by the City of Leander totaling approximately 230 acres

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

01-19-2000 11:19 AM 2000003447

MILLER \$53.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

1
RECORD AND RETURN TO:
COMMERCE LAND TITLE, INC.
140 N. MOPAC
BLDG. 4, SUITE 250
AUSTIN, TX 78759

**FIRST
DECLARATION OF ANNEXATION
FOR
HORIZON PARK**

This Declaration of Annexation for Horizon Park Section Two, is made by Centex Homes, a Nevada general partnership ("**Declarant**").

WHEREAS, a certain instrument entitled Declaration of Covenants, Conditions and Restrictions for Horizon Park ("**Declaration**") was executed by Declarant and caused to be recorded on January 19, 2000, under Document # 2000003447 of the Official Public Records of Williamson County, Texas;

WHEREAS, Declarant executed that certain Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park ("**First Supplemental Declaration**") and caused to be recorded on March 6, 2000 at Document # 2000013560 of the Official Public Records of Williamson County, Texas;

WHEREAS, Declarant executed that certain Second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park ("**Second Supplemental Declaration**") and caused to be recorded on April 3, 2000 at Document # 2000020329 of the Official Public Records of Williamson County, Texas;

WHEREAS, Declarant is the owner of certain real property in Williamson County, Texas, described on Exhibit "A" attached hereto;

WHEREAS, Section 12.1 of the Declaration provides that Declarant shall have the right to annex additional real property within the scheme of the Declaration, such additional real property being defined in the Declaration as the "**Eligible Property**" and described therein;

WHEREAS, Declarant desires to annex the real property described in Exhibit "A" ("**Annexed Property**") into the Horizon Park Homeowners Association and to subject the Annexed Property to the terms and conditions of the Declaration; and

WHEREAS, the Annexed Property is a portion of the Eligible Property (as defined in the Declaration) which is permitted to be annexed to the Declaration.

NOW THEREFORE, the undersigned Declarant hereby annexes the Annexed Property into the Declaration for the purpose of subjecting the Annexed Property to the Declaration, and the Annexed Property is hereby subject to all of the rights, privileges, duties, and liabilities of the Declaration. This annexation shall be effective upon the recordation of this Declaration of Annexation in the office of the County Clerk of Williamson County, Texas.

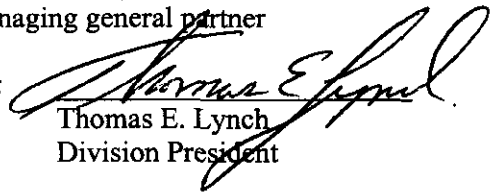
IN WITNESS WHEREOF, the Declarant, has executed this Declaration of Annexation as of the dates written below.

DECLARANT

**CENTEX HOMES,
a Nevada general partnership**

By: Centex Real Estate Corporation
a Nevada corporation

Its: managing general partner

By: 
Thomas E. Lynch
Division President

Date:

4/3/00

STATE OF TEXAS

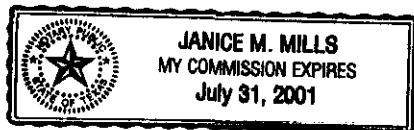
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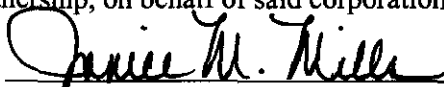
COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on the 3rd day of APRIL, 2000, by Thomas E. Lynch, the Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of said corporation and partnership.




Notary Public, State of Texas

Notary's Printed Name

My Commission expires: _____

AFTER RECORDING RETURN TO:

Center Homes
8140 N. Mopac Bldg. 4 #150
Austin, TX 78759
Attn: John Bolt Harris

EXHIBIT "A"

PROPERTY SUBJECT TO DECLARATION

Lots 5 through 23 of Block B; Lots 1 through 13, and Lot 14A of Block L; Lots 7 through 27, and Lots 32 through 72 of Block R; Lots 5 through 13 of Block T, Horizon Park, Section Two, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded at Cabinet S, Slides 78 through 82 of the Plat Records of Williamson County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

04-03-2000 03:22 PM 2000020329
MILLER \$13.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

**SECOND
DECLARATION OF ANNEXATION
FOR
HORIZON PARK**

This Declaration of Annexation for Horizon Park Section Two, is made by Centex Homes, a Nevada general partnership ("**Declarant**").

WHEREAS, a certain instrument entitled Declaration of Covenants, Conditions and Restrictions for Horizon Park ("**Declaration**") was executed by Declarant and caused to be recorded on January 19, 2000, under Document # 2000003447 of the Official Public Records of Williamson County, Texas;

WHEREAS, Declarant executed that certain Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park ("**First Supplemental Declaration**") and caused to be recorded on March 6, 2000 at Document # 2000013560 of the Official Public Records of Williamson County, Texas;

WHEREAS, Declarant has previously executed and caused to be recorded that certain Second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park on March 29, 2000 and April 3, 2000, respectively, recorded under Document # 2000018946 and Document # 2000020328 ("**Second Supplemental Declaration**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain First Declaration of Annexation for Horizon Park on April 3, 2000, recorded under Document # 2000020329 ("**First Annexation**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain Third Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park on April 26, 2000, recorded under Document # 2000023317 ("**Third Supplemental Declaration**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain Fourth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park on May 22, 2000, recorded under Document # 2000032224 ("**Fourth Supplemental Declaration**") of the Official Public Records of Williamson County;

WHEREAS, Declarant is the owner of certain real property in Williamson County, Texas, described on Exhibit "A" attached hereto;

WHEREAS, Section 12.1 of the Declaration provides that Declarant shall have the right to annex additional real property within the scheme of the Declaration, such additional real property being defined in the Declaration as the "**Eligible Property**" and described therein;

WHEREAS, Declarant desires to annex the real property described in Exhibit "A" ("**Annexed Property**") into the Horizon Park Homeowners Association and to subject the Annexed Property to the terms and conditions of the Declaration; and

WHEREAS, the Annexed Property is a portion of the Eligible Property (as defined in the Declaration) which is permitted to be annexed to the Declaration.

NOW THEREFORE, the undersigned Declarant hereby annexes the Annexed Property into the Declaration for the purpose of subjecting the Annexed Property to the Declaration, and the Annexed Property is hereby subject to all of the rights, privileges, duties, and liabilities of the Declaration. This annexation shall

be effective upon the recordation of this Declaration of Annexation in the office of the County Clerk of Williamson County, Texas.

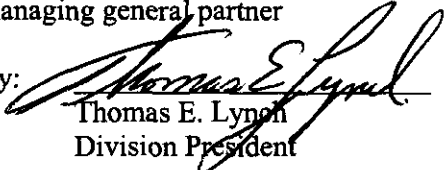
IN WITNESS WHEREOF, the Declarant, has executed this Second Declaration of Annexation as of the date written below.

DECLARANT

**CENTEX HOMES,
a Nevada general partnership**

By: Centex Real Estate Corporation
a Nevada corporation
Its: managing general partner

Date: 10/23/00

By: 
Thomas E. Lynch
Division President

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 23rd day of October, 2000, by Thomas E. Lynch, the Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of said corporation and partnership.



Brandy A. Avants
Notary Public, State of Texas
Notary's Printed Name: Brandy A. Avants
My Commission expires: 11/04/03

AFTER RECORDING RETURN TO:

 Centex Homes
8140 N. Mopac Bldg. 4 #150
Austin, TX 78759
Attn: John Bolt Harris

EXHIBIT "A"

PROPERTY SUBJECT TO DECLARATION

Lots 80 through 127 of Block A, Lots 2 through 15 of Block D, Lots 1 through 11 of Block F, Lots 20 through 32 of Block G, Lots 16 through 22 of Block L, Lot 60 of Block N and Lots 28 through 30 of Block R, Horizon Park, Section Two, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded at Cabinet S, Slides 78 through 82 of the Plat Records of Williamson County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

10-25-2000 08:05 AM 2000071351
ANDERSON \$13.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FIFTH
SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HORIZON PARK

This Fifth Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions ("**Fifth Supplemental**") for Horizon Park is made this 30th day of October, 2000, by Centex Homes, a Nevada general partnership ("**Declarant**").

WHEREAS, Declarant has previously executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Horizon Park on January 19, 2000, recorded under Document # 2000003447 ("**Declaration**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park on March 6, 2000, recorded under Document # 2000013560 ("**First Supplemental**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain Second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park on March 29, 2000 and April 3, 2000, respectively, recorded under Document # 2000018946 and Document # 2000020328 ("**Second Supplemental**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain First Declaration of Annexation for Horizon Park on April 3, 2000, recorded under Document # 2000020329 ("**First Annexation**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain Third Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park on April 26, 2000, recorded under Document # 2000023317 ("**Third Supplemental**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain Fourth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park on May 22, 2000, recorded under Document # 2000032224 ("**Fourth Supplemental Declaration**") of the Official Public Records of Williamson County;

WHEREAS, Declarant has previously executed and caused to be recorded that certain Second Declaration of Annexation for Horizon Park on October 25, 2000, recorded under Document # 2000071351 ("**Second Annexation**") of the Official Public Records of Williamson County;

WHEREAS, Section 1.12 of the Declaration grants Declarant the right and privilege to designate certain portions of the Property (as defined in the Declaration) as one or more "**Neighborhoods**" as defined in the Declaration and to impose covenants, conditions and restrictions thereon; and

WHEREAS, Declarant desires to make the Neighborhood subject to the additional covenants, conditions and restrictions set forth in this Fifth Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners (as defined in the Declaration) within the Neighborhood and the Properties, and to designate the land covered by a recorded plat as a Neighborhood.

NOW THEREFORE, the Declarant hereby declares the following:

ARTICLE I

NEIGHBORHOOD

Section 1.1. Neighborhood. A portion of that certain real property platted as "Horizon Park Section Two" and described on Exhibit "A" attached hereto, is declared to be a Neighborhood and shall be known as part of Horizon Park.

ARTICLE II

USE RESTRICTIONS

Section 2.1. Fences. Except as may be necessary to maintain the sight distances required by Section 9.10 of the Declaration, side yard and rear yard fences may be erected along the property line of the Lots (as defined in the Declaration). Side yard fences on corner Lots may be erected along the property line of the Lot adjacent to the street right-of-way except Lots whose rear property line abuts the side property line of an adjacent Lot in which case the side yard fences adjacent to a street right-of-way must be erected ten (10) feet inside the street right-of-way line of the Lot along the boundary adjacent to such right-of-way. All fences shall be constructed of vinyl, wood, wrought iron, or masonry except for retaining walls installed by Declarant or retaining walls or decorative walls approved by the ACC (as defined in the Declaration). All fences shall be between four feet (4') and six feet (6') in height except sales office or model home fences. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot; provided however, that green or black vinyl coated chain link fences may be installed with the approval of the ACC along rear property lines adjacent to greenbelts, open space or drainage easements. Fences shall be constructed such that the framing to which the fence material will be applied faces the inside of the yard when such framing is visible from a street, greenbelt or Common Area. Solid type fences shall maintain an unobstructed clearance along the bottom of the fence above the finished yard to provide for adequate yard drainage. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances of fencing height, material and/or location for reasonable cause or to alleviate hardship as determined in the sole judgment of the ACC; provided however, the ACC may not approve a variance which contradicts the zoning and/or subdivision ordinances of the City unless the City has previously approved the variance. Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent lots shall be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence will be maintained by the Owners whose Lots are involved jointly with expenses being shared equally.

Section 2.2. Masonry Requirements. The front exterior walls of the main residence building constructed on any Lot shall be composed of at least seventy-five percent (75%) masonry or masonry veneer, said percentage to apply to the aggregate area of all front exterior walls, excluding windows, doors or other openings, chimneys, overhangs, porches, soffits, eaves, roofs, fireplaces, and gable ends. Masonry or masonry veneer includes stucco, stone, ceramic tile, clay, brick, rock and all other materials approved by the ACC as masonry. Notwithstanding the foregoing, the ACC is empowered to waive or modify these restrictions if, in its sole discretion, such waiver or modification is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 2.3. Roof. No exposed roof surfaces on any principal and/or secondary structures shall be of wood shingles or wood shakes unless rated by the State Insurance Board as meeting fire retardant standards. The ACC shall have the authority to approve such roof treatments and materials when in its determination, such treatments and materials, in the form utilized, will not be a detriment to the quality of the neighborhood. Metal

roofs are not allowed on principal structures. Metal roofs may be approved by the ACC for secondary structures provided the metal roofing material has a baked enamel finish and a minimum of twenty-five (25) gauge thickness.

Section 2.4. Garages. An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. The openings of such garages must be situated within the setback lines set out in Section 2.5 below. If the garage is detached from the house, it shall be located entirely in the rear yard area and not less than seven and half feet (7 ½') from any side Lot line, not less than twenty-five feet (25') from any rear Lot line and in the case of corner Lots, not less than fifteen feet (15') from side streets. Garages may be used as a builder's sales offices prior to permanent occupancy of the main structure, however, sales offices must be converted to garages prior to permanent occupancy. Detached garages may not exceed a height of twenty feet (20') at the highest ridge point of the roof measured from the existing ground unless prior written approval is obtained from the ACC. With the exception of periods when garages are used by the Builder as sales offices, a garage accommodating two (2) automobiles shall be maintained solely for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door. Residences constructed with garage space greater than two automobiles in size providing storage space, golf cart parking and/or parking of a third automobile may enclose or otherwise use for habitation all or part of this additional garage space only with the approval of the ACC pursuant to Article V of the Declaration.

Section 2.5. Setback Lines. All buildings or other structures (except fences, detached garages and detached out buildings), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines imposed herein. In no event shall any such building or other structure be constructed, placed or maintained within twenty-five feet (25') of the rear property line of a Lot or within seven and half feet (7 ½') of the side property line [except for Lots whose side property line is adjacent to a street right-of-way, in which case the side street setback line shall be fifteen feet (15')]. Front setback lines are hereby established at twenty-five feet (25'). The eaves, steps and porches of buildings shall not be deemed to be a part of a building or structure for the purpose of this covenant except that eaves may not encroach more than two feet (2') into side yard setbacks. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship; provided however, the ACC may not approve a variance which contradicts the setback requirements of the zoning and/or subdivision ordinances of the City unless the City has previously approved the variance.

Section 2.6. Limitation on Square Footage. The minimum square footage area of Units (as defined in the Declaration) erected on the Lots, exclusive of open porches and/or garages, shall be not less than one thousand three hundred fifty (1,350) square feet.

Section 2.7. Unit Height. All residential building Units on the Lots shall be limited to a maximum of two stories in height.

Section 2.8. Detached Outbuildings. Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Detached outbuildings shall be of a one (1) story design, shall not exceed fifteen feet (15') in height measured from existing grade, shall not have a total floor area in excess of twenty percent (20%) of the floor area of the main dwelling and shall not exceed forty percent (40%) coverage of the rear yard. Setbacks for detached accessory buildings shall be fifteen feet (15') from street side yard property lines, ten feet (10') from the rear yard property lines and seven and half feet (7 ½') from interior side yard property lines.

Section 2.9. City Ordinances. In all circumstances where an applicable ordinance, rule or regulation of the City is more restrictive than the Declaration or this Fifth Supplemental, the requirements of the City ordinance, rule or regulation shall apply and be enforced. The ACC may not approve a variance which contradicts an ordinance, rule or regulation of the City unless the City has previously approved the variance.

TERM AND AMENDMENT

The Fifth Supplemental Declaration shall run with and bind the land and may be extended pursuant to the same terms and conditions set forth in the Declaration. The Fifth Supplemental Declaration may be amended under the same terms and conditions set forth in the Declaration.

NOW THEREFORE, the Declarant hereby declares that the conditions and restrictions are hereby imposed on the herein described Neighborhood and the Neighborhood shall be subject to all of the rights, privileges, duties, and liabilities of the Declaration. The herein described covenants, conditions and restrictions shall be effective upon the recordation of this Fifth Supplemental Declaration in the office of the County Clerk of Williamson County, Texas.

IN WITNESS WHEREOF, the Declarant has executed this Fifth Supplemental Declaration as of the day and year first above written.

DECLARANT

CENTEX HOMES,
a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,
a Nevada corporation
Its: managing general partner

Date: 10/30/00

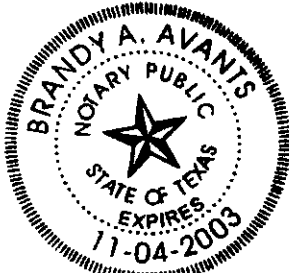
By: Thomas E. Lynch
Thomas E. Lynch
Division President

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on the 31st day of OCTOBER, 2000, by Thomas E. Lynch, Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of said corporation and partnership.



Brandy A. Avants
Notary Public in and for the State of Texas
Notary's Printed Name: Brandy A. Avants
My Commission expires: 11/04/03

AFTER RECORDING RETURN TO:

Horizon Park Homeowners Association
c/o Centex Homes
8140 N. Mopac Bldg. 4 Suite 150
Austin, Texas 78759
Attn: John Bolt Harris

(Postage-Paid Return Envelope provided)

EXHIBIT "A"

Lots 2 through 15 of Block D, Lots 1 through 6 of Block F and Lots 20 through 32 of Block G, Horizon Park Section Two, a subdivision in the City of Leander, Williamson County, Texas, according to the plat thereof recorded in Cabinet S, Slides 78 through 82 of the Plat Records of Williamson County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

11-02-2000 08:17 AM 2000073549

ANDERSON \$19.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

AFFIDAVIT AND NOTICE
OF THE
DEDICATORY INSTRUMENTS OF HORIZON PARK HOMEOWNERS
ASSOCIATION, INC.

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

Before me, the undersigned authority, personally appeared John Bolt Harris, who upon oath deposed and stated:

1. My name is John Bolt Harris and I am the current President of the Board of Directors of Horizon Park Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

2. I have personal knowledge of the facts set forth below, which are all true and correct, am over 18 years of age, am competent to make this affidavit and have authority to do so on behalf of the Association.

3. The Declaration of Covenants, Conditions and Restrictions, Horizon Park is recorded as Document No. 2000003447, filed January 19, 2000 Official Records, Williamson County, Texas; (the "Declaration") and the following documents have been recorded. First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded: March 6, 2000 as Document No.2000013560, Official Records Williamson County, Texas; Second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded: April 3, 2000 as Document No. 2000020328, Official Records Williamson County, Texas; Third Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded April 14, 2000 as Document No. 2000023317, Official Records Williamson County, Texas; Fourth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County,

Texas, Recorded May 22, 2000 as Document No. 2000032224, Official Records Williamson County, Texas; Fifth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded November 2, 2000 as Document No. 2000073549, Official Records Williamson County, Texas; Sixth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded November 13, 2000 as Document No. 2000075609, Official Records Williamson County, Texas; Seventh Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded November 22, 2000 as Document No. 2000077833, Official Records Williamson County, Texas; Fence, Landscape, and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded April 2, 2001 as Document No. 2001021262, Official Records Williamson County, Texas; Fence, Landscape, and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded February 22, 2000 as Document No. 2000010232, Official Records Williamson County, Texas; Fence, Landscape and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded February 22, 2000 as Document No. 2000010233, Official Records Williamson County, Texas. The following documents have been recorded adding land to the Declaration, Official Records Williamson County, Texas; (the "Declaration") The First Declaration of Annexation for Horizon Park, recorded, April 3, 2000 as Document No. 2000020329, Official Records Williamson County, Texas, Deed of Dedication for Horizon Park, Section Two, Recorded June 20, 2000 as Document No. 2000039407, Official Records Williamson County, Texas.

4. The Association was incorporated as a Texas non-profit corporation on January 28, 2000, as evidenced by the Certificate of Incorporation issued by the Secretary of State on that date, which is attached to a copy of the Articles of Incorporation of the Association. True and correct copies of that Certificate of Incorporation and the Articles of Incorporation of the Association are attached hereto and labeled as Exhibit "A".

5. The Association has adopted Bylaws consisting of 10 pages dated January 31, 2000, a true and correct copy of which is attached hereto and labeled as Exhibit "B".

6. The Association has adopted Pool Rules consisting of two pages, for the year 2001, a true and correct copy of which is attached hereto and labeled as Exhibit "C".

7. This Affidavit and Notice is being recorded in the Official Records of Williamson County, Texas to comply with §202.006, Texas Property Code.

Horizon Park Homeowners Association,
Inc. (The "Association")

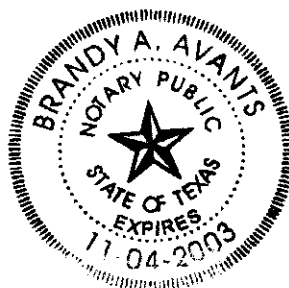
By: John Bolt Harris
John Bolt Harris
President of the Board of
Directors

SUBSCRIBED AND SWORN TO BEFORE ME this 27th day
of ~~June~~ 2001.
AUGUST

Brandy A. Avants
Notary Public, State of Texas

[SEAL]
Notary's Name Typed or Printed
Commission Expires: 11-04-03

Brandy A. Avants



ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me the undersigned authority, on this day personally appeared John Bolt Harris, 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 on this 27th day of August 2001.

Brandy A. Avants

Notary Public, State of Texas

(Seal)

Brandy A. Avants
Notary's Typed or Printed Name
My Commission Expires: 11-04-03

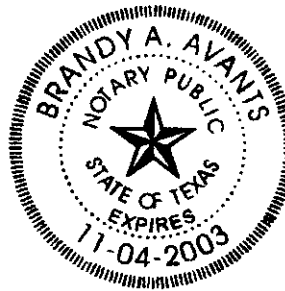


EXHIBIT "A"



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

HORIZON PARK HOMEOWNERS ASSOCIATION, INC.
CHARTER NUMBER 01567358

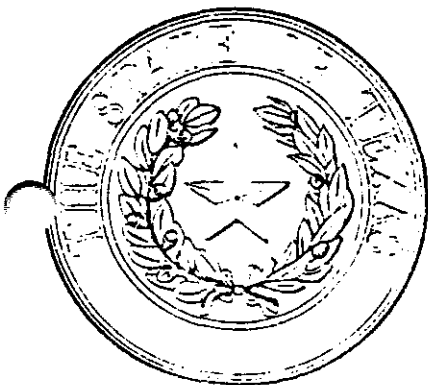
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JAN. 28, 2000

EFFECTIVE JAN. 28, 2000



A handwritten signature in cursive script, reading "Elton Bomer".

Elton Bomer, Secretary of State

EXHIBIT " B "

BYLAWS

OF

HORIZON PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Horizon Park Homeowners Association, Inc., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at, 8140 N. Mopac, Bldg. 4, Suite 150, Austin, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Travis or as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean and refer to Horizon Park Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.

Section 2.2. "Common Areas" shall mean and refer to that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances for the common use and benefit of the Owners (hereinafter defined).

Section 2.3. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), public parks, and any improvements or landscaping that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the members.

Section 2.4. "Lot" shall mean and refer to any of the plots of land indicated upon a recorded subdivision plat(s) of the Property (hereinafter defined) or any part thereof creating single-family homesites, but only if the plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home. Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of the definition of a Lot.

Section 2.5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Horizon Park recorded at Document #200003447 of the Real Property Records of Williamson County, Texas, and any amendments and supplements thereto made in accordance with its terms.

Section 2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.7. "Property" shall mean and refer to the Initial Property (as defined in the Declaration) together with such portions of the Eligible Property (as defined in the Declaration) as may from time to time be made subject to the Declaration but shall not include any of the Eligible Property unless and until such Eligible Property is so annexed. All of the Property may sometimes be known as phases or sections of Horizon Park.

ARTICLE III

MEMBERSHIP

Section 3.1. Membership. Every Owner of a residential Lot in Horizon Park Section One recorded in Document # 199930492 of the Plat Records of Williamson County, Texas, and areas annexed thereto pursuant to the recorded Declaration, shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. When ownership of any Lot is held by more than one person or by a legal entity which is not a natural person, all such Owners shall be members of the Association, however, the voting rights of such members shall be limited to the number of votes set forth herein exercised as they among themselves shall determine.

Section 3.2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual regular or special assessment levied by the Association, the voting rights and right to use of the recreational facilities, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 4.1. Each member shall be entitled to the use and enjoyment of the Common Areas as may be depicted on the Plat of Horizon Park Section One and any future subdivision plat recorded against the Property that subdivides the Property or a portion thereof into single family residential lots.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) and not more than five (5) directors, who need not be members of the Association.

Section 5.2. Election. The initial directors shall be appointed by the incorporator. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

Section 5.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. 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 three (3) days notice to each director.

Section 6.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 7.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. 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 be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 7.2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws and the Articles of Incorporation;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;
- (d) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and
- (e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

Section 8.2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) To establish membership fees or assessments;
- (d) To procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (e) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and
- (f) To cause the Common Area to be maintained.

ARTICLE IX

COMMITTEES

Section 9.1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

(a) **A Recreation Committee** to advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and to perform other such functions as the Board in its discretion determines;

(b) **A Maintenance Committee** to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas, if any, and to perform such other functions as the Board in its discretion determines;

(c) **A Publicity Committee** to inform the members of all activities and functions of the Association and after consulting with the Board of Directors, to make such public releases and announcements as are in the best interest of the Association, and

(d) **An Audit Committee** to supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 11.8(d). The Treasurer shall be an ex-officio member of this committee when formed.

Section 9.2. It shall be a function of each committee to receive complaints from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 10.1. Annual Meetings. The first annual meeting of the members shall be held between thirty (30) days before and 30 days after the date which is one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held, provided that the Board of Directors has delivered written notice to the members at least ten (10) days prior to a proposed annual meeting date, 45 days either side of the previous regular annual meeting date.

Section 10.2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 10.3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, or these Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10

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 notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 10.4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of each of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, 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 as aforesaid, shall be present or be represented.

Section 10.5. 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. Every proxy shall be revocable and shall automatically cease upon cessation of membership or restriction of the member's voting rights.

Section 10.6. Canvass in Lieu of Meeting. In the event that a quorum of members is not achieved at any scheduled meeting, the Board of Directors may authorize a door-to-door canvass of all members whose votes shall be duly recorded, and any action so taken shall have the same force and effect as if taken at a meeting at which a quorum of members was present. Any such canvass must be completed within 30 days of the Board's decree.

Section 10.7. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting of the members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of the statutes, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 11.1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 11.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 11.3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 11.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 11.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, 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; the acceptance of such resignation shall not be necessary to make it effective.

Section 11.6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 11.7. 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 Section 5 of this Article.

Section 11.8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE XII

ASSESSMENTS

Section 12.1. Personal Obligation for Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual regular and special assessments which are secured by a continuing lien upon the Lot against which such assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The Association shall have seal in circular form having within its circumference the words: Horizon Park Homeowners Association, Inc.

ARTICLE XV

FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veteran's Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVII

GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XVIII

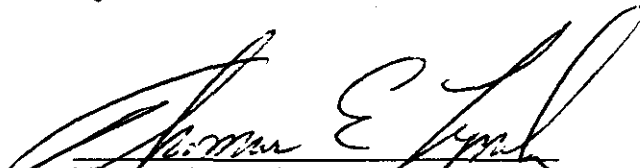
ENFORCEMENT

In the event that the Association institutes legal action to enforce any restrictive covenant or other condition of the Declaration, Articles of Incorporation or Bylaws, and the violator voluntarily corrects or abates such violation after litigation has been filed, the Association shall not dismiss or abandon such legal action until it has been reimbursed all of its expenses, including reasonable attorney's fees and court costs.

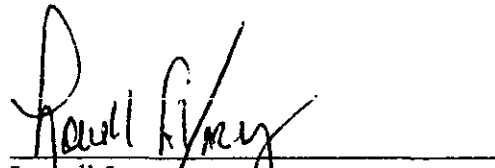
IN WITNESS WHEREOF, we being all the Directors of Horizon Park Homeowners Association, Inc., have hereunto set our hands this 31st day of January, 2000.



John Bolt Harris



Thomas E. Lynch

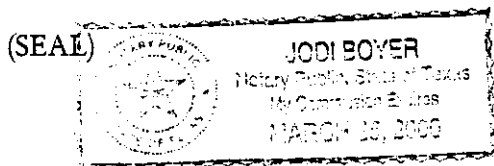


Lowell Stacy

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this day, the 31 day of January, 2000, personally appeared before me John Bolt Harris, Lowell Stacy, and Thomas E. Lynch, who, each being by me first duly sworn, each personally declared that he is one of the persons who signed the foregoing document as a member of the Board of Directors of Horizon Park Homeowners Association, Inc. and that the above is a true and correct statement of the Bylaws adopted by said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Jodi Boyer
Notary Public in and for the State of Texas
Notary's Printed Name: Jodi Boyer
My Commission expires: 3-25-00

CERTIFICATION

I, the undersigned do hereby certify:

THAT I am the duly elected and acting Secretary of Horizon Park Homeowners Association, Inc., a Texas non-profit corporation, and that the foregoing Bylaws constitute the original By-Laws of the said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31 day of January, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of January, 2000.

Lowell Stacy
Lowell Stacy - Secretary

HORIZON PARK HOA SWIMMING POOL RULES - 2001

IDENTIFICATION

- The pool is for the use of Horizon Park residents and their invited guests only. Keys are numbered and patrons may be asked to show their key to any member of the HOA or Liddiard Management Co. to verify residence and permission to use the pool.

GENERAL REQUIREMENTS & CONDUCT

- **SWIM AT YOUR OWN RISK. There is no lifeguard on duty.**
- Proper swim attire is required. No cut-offs are allowed. Children who are not toilet trained **must** wear plastic pants alone, or over a diaper.
- Persons with open sores, wounds, bandages or communicable diseases will not be allowed in the pool.
- Conduct by any person deemed to be **dangerous, unreasonable, or offensive** (including "horseplay" or the use of profanity) should be reported to Liddiard Management at 219-1927. Any individual disciplined repeatedly, or for serious infractions, will lose all pool privileges for the rest of the season.
- In the event of a thunderstorm, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightening and/or thunder has ceased. Patrons are welcome to stay in the pool area during this time, but are cautioned to stay a safe distance from the water.
- Running or speed walking within the pool area is prohibited.
- Pets, bicycles, skateboards, rollerblades, or motorized cycles are not allowed within the pool fences.
- Diving from the side of the pool is not permitted.
- **No glass containers of any type are allowed in the pool area.**
- Food shall only be consumed outside of the fenced pool area.
- Chewing gum, tobacco products and alcohol are not allowed within the pool area.
- Only lifeguards are allowed on the lifeguard stand (if and when on duty).
- Swimmers are encouraged to shower before entering the pool.
- Air-inflated equipment may be used provided the craft is a maximum of a two-person carrier and only when there are no more than eight (8) people in the water.

- Non-Swimming children using an inflated device (e.g., water wings) must be supervised by an adult at all times.
- The baby pool is reserved for children age five (5) years and under. Adult supervision is required for children in the baby pool.
- Swim safely and treat others as you would like to be treated.
- Violation of these rules will be reported to the Board of Directors and may result in the loss of pool privileges.

ADULT SUPERVISION

- There is NO lifeguard on duty, children fifteen (15) years and younger must be accompanied by an adult at all times. For these purposes, adult is defined as an individual eighteen (18) years or older.

GUEST POLICY

- Guests are limited to two per Horizon Park HOA household.

LOSS OF POOL PRIVILEGES

- Any Horizon Park HOA individual using the pool after hours (see pool hours below), will lose all pool privileges for the season.
- Any Horizon Park HOA individual committing acts of vandalism to the pool, pool house, equipment and/or surrounding area will lose all pool privileges for the season, and be held responsible for cleaning and/or repair of damaged items.
- Any Horizon Park HOA individual allowing his or her pool key to be used by non-members (with the exception of their invited guests as outlined in the Guest Policy) will lose all pool privileges for the season.

(ADDITIONAL RULES WHICH ARE POSTED AT SWIMMING POOL ALSO APPLY)

HORIZON PARK HOA

SWIMMING POOL HOURS 2001

**POOL OPERATION HOURS ARE 6 a. m. - 11 p. m.,
MONDAY - SUNDAY**

**The pool maybe closed if necessary for maintenance and
chlorine treatment.**

SWIM AT YOUR OWN RISK: No Lifeguards on Duty!

OPEN SWIMMING <i>(Adult supervision required, access with pool key)</i>		
Mid March through October (weather permitting)	6:00 a.m. - 11:00 p.m.	Pool will be closed during these hours for repairs or routine maintenance if necessary

The swimming pool is closed November through Mid March *unless otherwise noted!*

Pool keys

Pool keys will be issued to adults (age 18 years and older), after a Acknowledgment and Waiver form is signed. A total of one pool key will be issued per household. If you should lose a key, you will be provided with one replacement key only at a charge of \$7.50. To obtain keys, please sign (execute) the Acknowledgment and Waiver form and send it to Liddiard Management. Pool keys may not be duplicated or used by other than family members listed on the Acknowledgment and Waiver Form.

Restrooms

The restroom is cleaned and sanitized weekly by a professional janitorial company. Please help keep your restrooms clean by cleaning up after yourself.

Pay Phone – TO BE DETERMINED

911 service will be available at the pay phone.

Non-Private Pool Parties

A one-time exemption per season to the above stated guest policy will be allowed whereby adult members of Horizon Park HOA may hold a non-private pool party (i.e. children's birthday parties, Boy/Girl Scout troops). Non-private pool parties may be held between the hours of 11:00 a.m. and 6:00 p.m. on Mondays, Wednesdays, Thursdays and Fridays (holidays excluded). **There shall be no more than fifteen (15) guests per party and parties must be limited to no longer than two and one-half hours.** In the event of a children's function, there must be a one to three adult to child ratio for children ages zero (0) to three (3), and a one to five adult to child ratio for children ages seven (7) to twelve (12). In all events, one adult, age eighteen (18) or older must be present at all times. Non-private parties must be scheduled at least one (1) week in advance through Liddiard Management Co. at 219-1927, and the sponsoring member must execute a Recreational Use Agreement at the time the party is scheduled. Immediately following the party, the sponsoring member is responsible to examine the area and make certain all furniture and equipment are returned to neat order and all trash is properly disposed of. The sponsoring member will be responsible for any damages caused by the party patrons which occur during the party. **Members of Horizon Park HOA and their invited guests should be aware that there is no lifeguard on duty and they are swimming at their own risk.**

Vending Machines

Vending machines will not be available for the 2001 swim season; however, in the future, vending machines may be provided by outside companies. They will be the sole property and responsibility of the vendor. Please report problems with the vending machine(s) directly to the vendor by calling the telephone number on the machine. **The Association will not be responsible for the vending machines and cannot reimburse residents for money lost in them.**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

09-20-2001 08:25 AM 2001069456
ANDERSON \$45.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① Liddiard Management Company
12335 Hymeadow Dr Suite 300
Austin Tx 78750

AFFIDAVIT AND NOTICE
OF THE
DEDICATORY INSTRUMENTS OF HORIZON PARK HOMEOWNERS
ASSOCIATION, INC.

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

Before me, the undersigned authority, personally appeared John Bolt Harris, who upon oath deposed and stated:

1. My name is John Bolt Harris and I am the current President of the Board of Directors of Horizon Park Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

2. I have personal knowledge of the facts set forth below, which are all true and correct, am over 18 years of age, am competent to make this affidavit and have authority to do so on behalf of the Association.

3. The Declaration of Covenants, Conditions and Restrictions, Horizon Park is recorded as Document No. 2000003447, filed January 19, 2000 Official Records, Williamson County, Texas; (the "Declaration") and the following documents have been recorded. First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded: March 6, 2000 as Document No.2000013560, Official Records Williamson County, Texas; Second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded: April 3, 2000 as Document No. 2000020328, Official Records Williamson County, Texas; Third Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded April 14, 2000 as Document No. 2000023317, Official Records Williamson County, Texas; Fourth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County,

Texas, Recorded May 22, 2000 as Document No. 2000032224, Official Records Williamson County, Texas; Fifth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded November 2, 2000 as Document No. 2000073549, Official Records Williamson County, Texas; Sixth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded November 13, 2000 as Document No. 2000075609, Official Records Williamson County, Texas; Seventh Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded November 22, 2000 as Document No. 2000077833, Official Records Williamson County, Texas; Eighth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded September 7, 2001 as Document No. 2001066152, Official Records Williamson County, Texas, Ninth Supplemental Declaration to Declaration of Covenants Conditions & Restrictions for Horizon Park, Williamson County Recorded October 2, 2001 as Document No. 2001072773, Official Records Williamson County, Texas; Tenth Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County, Recorded December 21, 2001 as Document No. 2001094630, Official Records Williamson County, Texas, Eleventh Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Horizon Park, Williamson County Recorded January 9, 2002 as Document No. 2002002519, Official Records Williamson County, Texas, Fence, Landscape, and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded April 2, 2001 as Document No. 2001021262, Official Records Williamson County, Texas; Fence, Landscape, and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded February 22, 2000 as Document No. 2000010232, Official Records Williamson County, Texas; Fence, Landscape and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded February 22, 2000 as Document No. 2000010233, Official Records Williamson County, Texas, Fence, Landscape and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded

November 8, 2001 as Document No. 2001082708, Official Records Williamson County, Texas, Fence, Landscape and Signage Easement and Restrictive Covenant for Horizon Park, Williamson County, Recorded February 22, 2000, Document No. 2000010233 Official Records Williamson County, Texas, Fence, Landscape and Signage Easement and Restrictive Covenant for Horizon Park, Williamson county, Recorded September 3, 2002 as Document No. 2002067084 Official Records Williamson County, Texas, Deed for Horizon Park, Williamson County, Recorded December 17, 2001 as Document No. 2001092938, Official Records Williamson County, Texas, Correction Deed for Horizon Park, Williamson County, Recorded December 21, 2001 as Document No. 2001094631, Official Records Williamson County, Texas, Deed for Horizon Park, Williamson County, Recorded June 20, 2000 as Document No. 2000039407, Official Records Williamson County Texas, Deed for Horizon Park, Williamson County, Recorded September 5, 2001 as Document No. 2001065280, Official Records Williamson County, Texas The following documents have been recorded adding land to the Declaration, Official Records Williamson County, Texas; (the "Declaration") The First Declaration of Annexation for Horizon Park, recorded, April 3, 2000 as Document No. 2000020329, Official Records Williamson County, Texas, . The Third Declaration of Annexation for Horizon Park, recorded, September 5, 2001 as Document No. 2001065282, Official Records Williamson County, Texas. The Fourth Declaration of Annexation for Horizon Park, Recorded September 17, 2001 as Document No. 2001068276, Official Records Williamson County, Texas. The Fifth Declaration of Annexation for Horizon Park, Recorded October 29, 2001 as Document No. 2001079361, Official Records Williamson County, Texas, Eighth Supplemental Declaration to Declaration of Covenants, Conditions And Restrictions for Horizon Park, Recorded September 7, 2001 as Document No. 2001066152, Official Records Williamson County, Texas. The following documents were recorded with the original Dedicatory Instrument on September 20, 2001 as Document # 2001069456; Bylaws consisting of 10 pages dated January 31, 2000, Pool Rules consisting of two pages, for the year 2002, Management Certificate, consisting of three (3) pages dated October 22, 2002, Certificate of Incorporation issued by the Secretary of State on January 28, 2000.

4. The Association has by virtue of Unanimous consent of Directors in Lieu of Special Meeting of the Board of Directors for the Horizon Park Homeowners Association Inc. has accepted Horizon Park Homeowners

Association Pool Rules consisting of three pages. True and correct copies of that Unanimous Consent of Directors in Lieu of Special Meeting of The Board of Directors and Swimming Pool Rules are attached hereto and labeled as Exhibit "A".

5. This Affidavit and Notice is being recorded in the Official Records of Williamson County, Texas to comply with §202.006, Texas Property Code.

Horizon Park Homeowners Association,
Inc. (The "Association")

By: John Bolt Harris
John Bolt Harris
President of the Board of
Directors

SUBSCRIBED AND SWORN TO BEFORE ME this 12th day
of ~~May~~, 2003.

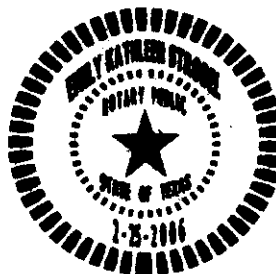
June 2nd
Emily Kathleen Stobel
Notary Public, State of Texas

[SEAL]

Notary's Name Typed or Printed

Commission Expires: 2/25/2006

ACKNOWLEDGEMENT



STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me the undersigned authority, on this day personally appeared John Bolt Harris, 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.

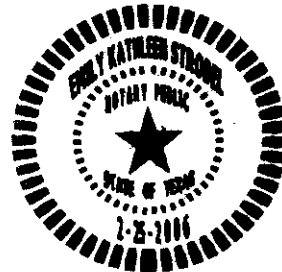
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 12th day of ~~May~~, 2003
June 8

Emily Kathleen Strobel

Notary Public, State of Texas

(Seal)

Emily Kathleen Strobel
Notary's Typed or Printed Name
My Commission Expires: 2/25/2006



HORIZON PARK HOMEOWNERS ASSOCIATION, INC.

**UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS**

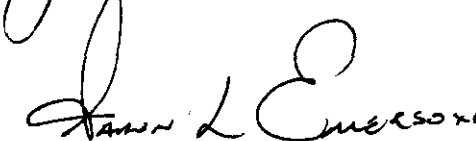
The undersigned, being all of the members of the Board of Directors of the Horizon Park Homeowners Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Corporation"), do hereby consent, pursuant to Article 9.10 of the Texas Non-Profit Business Corporation Act, and in lieu of the holding of a special meeting of the Board of Directors, to the adoption of the following resolutions:

RESOLVED, that pursuant to Article III, Section 3.2 (e) of the Declaration of Covenants, Conditions and Restrictions and Section 6.4 of the By-laws for the Horizon Park Homeowners Association, Inc., the Board of Directors hereby approves the:

1. **HORIZON PARK HOA POOL RULES**
2. **HORIZON PARK HOA POOL HOURS**
3. **HORIZON PARK HOA ACKNOWLEDGMENT AND WAIVER
FORM.**

The undersigned have executed this instrument to be effective the 30 day of April 2003.


John Bolt Harris, Director and President


Aaron Emerson, Director and Vice-
President


Vera Massaro, Director and Secretary-
Treasurer

HORIZON PARK HOA

SWIMMING POOL RULES

IDENTIFICATION

- The pool is for the use of HORIZON PARK residents and their invited guests only. Keys will be numbered and assigned to specific owners. Patrons may be asked to show their key to any member of the HOA or Liddiard Management staff for the purpose of verifying residence and permission to use the pool.

ADULT SUPERVISION

- There is NO lifeguard on duty, children fifteen (15) years and younger must be accompanied by an adult at all times. For these purposes, an adult is defined as an individual eighteen (18) years or older.

GUEST POLICY

- Guests are limited to two per HORIZON PARK HOA household.

GENERAL REQUIREMENTS & CONDUCT

- **SWIM AT YOUR OWN RISK - There is No Lifeguard on Duty.**
- Proper swim attire is required. No cut-offs are allowed. Children who are not toilet trained must wear plastic pants alone, or over a diaper.
- Persons with open sores, wounds, bandages or communicable diseases will not be allowed in the pool.
- Conduct by any person deemed to be **dangerous, unreasonable, or offensive** (including "horseplay" or the use of profanity) should be reported to Liddiard Management at 219-1927. Any individual disciplined repeatedly, or for serious infractions, will lose all pool privileges for the rest of the season.
- In the event of a thunderstorm, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightening and/or thunder has ceased. Patrons are welcome to stay in the pool area during this time, but are cautioned to stay a safe distance from the water.
- Running or speed walking within the pool area is prohibited.
- Pets, bicycles, skateboards, rollerblades, or motorized cycles are not allowed within the pool fences.
- Diving from the side of the pool is not permitted.
- **No glass containers of any type are allowed in the pool area.**
- Food shall only be consumed outside of the fenced pool area.
- Chewing gum, tobacco products and alcohol are not allowed within the pool area.
- Swimmers are encouraged to shower before entering the pool.
- Air-inflated equipment may be used provided the craft is a maximum of a two-person carrier and only when there are no more than eight (8) people in the water.
- Non-Swimming children using an inflated device (e.g., water wings) must be supervised by an adult at all times.
- The baby pool is reserved for children age five (5) years and under. Adult supervision is required for children in the baby pool.
- Swim safely and treat others as you would like to be treated.

SWIMMING POOL RULES

NON-PRIVATE POOL PARTIES

A one-time exemption per season to the above stated guest policy will be allowed whereby adult members of HORIZON PARK HOA may hold a non-private pool party (i.e. children's birthday parties, Boy/Girl Scout troops). Non-private pool parties may be held between the hours of 11:00 a.m. and 6:00 p.m. on Tuesdays, Wednesdays, Thursdays and Fridays (holidays excluded). **There shall be no more than fifteen (15) guests per party and parties must be limited to no longer than two and one-half hours.** In the event of a children's function, there must be a one to three adult to child ratio for children ages zero (0) to three (3), and a one to five adult to child ratio for children ages seven (7) to twelve (12). In all events, one adult, age eighteen (18) or older must be present at all times. Non-private parties must be scheduled at least one (1) week in advance through Liddiard Management Co. at 219-1927, and the sponsoring member must execute a Recreational Use Agreement at the time the party is scheduled. Immediately following the party, the sponsoring member is responsible to examine the area and make certain all furniture and equipment are returned to neat order and all trash is properly disposed of. The sponsoring member will be responsible for any damages caused by the party patrons that occur during the party. **Members of HORIZON PARK HOA and their invited guests should be aware that there is no lifeguard on duty and they are swimming at their own risk.**

LOSS OF POOL PRIVILEGES

Violation of any of the rules listed herein or posted elsewhere at the swimming pool by any HORIZON PARK HOA Homeowner, Homeowner's family members (including children), Homeowner's guests, and/or tenants will be reported to the Board of Directors and may result in the loss of pool privileges. The following infractions will result in the loss of pool privileges for the season:

- Entering the pool enclosure &/or using the pool outside the hours of 6:00 a.m. – 9:00 p.m.
- Committing acts of vandalism to the pool, pool house, equipment and/or surrounding area. In addition to forfeiting all pool privileges for the season, vandals will be held responsible for cleaning and/or repair of damaged items.
- Allowing use of pool key by non-members (with the exception of invited guests as outlined in the Guest Policy).

(ADDITIONAL RULES WHICH ARE POSTED AT SWIMMING POOL ALSO APPLY)

HORIZON PARK HOA SWIMMING POOL HOURS

**POOL OPERATION HOURS ARE
6:00 AM TO 9:00 PM TUESDAY - SUNDAY**

The pool is closed on Mondays for routine maintenance, cleaning and chemical treatment.

SWIM AT YOUR OWN RISK: No Lifeguards on Duty!

OPEN SWIMMING <i>(Adult supervision required - access with pool key*)</i>		
April through October (weather permitting)	6:00 a.m.-9:00 p.m.	Pool may be closed during these hours for emergency repairs or maintenance if necessary.

**The swimming pool is closed November through March
*unless otherwise noted!***

Pool keys

Pool keys will be issued to adults (age 18 years and older), after an Acknowledgment and Waiver form is signed. A total of one pool key will be issued per household. If you should lose a key, you will be provided with one replacement key only at a charge of \$7.50. To obtain keys, please sign (execute) the Acknowledgment and Waiver form and send it to Liddiard Management Company. Pool keys may not be duplicated or used by other than family members listed on the Acknowledgment and Waiver form.

Restrooms

The restroom is cleaned and sanitized weekly by a professional janitorial company. Please help keep your restrooms clean by cleaning up after yourself.

Pay Phone – 512-259-6926

911 service available

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

06-30-2003 09:01 AM 2003060326
ANDERSON \$25.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

LIDDIARD MANAGEMENT COMPANY

12335 Hymeadow Dr., Suite 300
AUSTIN, TEXAS 78750
(512) 219-1927

①



**RESOLUTION ADOPTING RAIN WATER HARVESTING POLICY
FOR
Horizon Park HOA**

WHEREAS, Texas Property Code § 202.007(d) becomes effective September 1, 2011, allowing owners in property owner associations the limited right to install rain water harvesting devices; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the installation of rain water harvesting devices.

BE IT RESOLVED, that the Association's supplementary guidelines, effective September 1, 2011, for Owners and Members are as follows:

1. No rain water harvesting device, storage container, related plumbing, or appurtenances thereto, shall be allowed on any property owned by the Association or owned in common by the members of the Association.
2. No rain water harvesting device, storage container, related plumbing device, or appurtenances thereto, shall be allowed or located other than within a fenced yard or the fenced patio of the property owner.
3. All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, and the location of their installation, must be approved by the Association either through its architectural committee, if one exists, or the board of directors.
4. All such rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto shall be properly screened as to obscure view of the same from adjoining property and the street, and such screening shall be approved in advance by the architectural committee, if one exists, or the board of directors.
5. The Association may regulate the owner's use of gravel, rocks, or cacti around the installation.
6. The Association may regulate yard and landscape maintenance.
7. No rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, may be located between the front of the property owner's home and an adjoining or adjacent street.
8. Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must be of a color that is consistent with the color of the home.
9. Any rain water harvesting devices, storage containers, related plumbing devices, or appurtenances thereto, must not contain language or other content that is not typically displayed by such a barrel or system as it is manufactured.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective September 1, 2011.

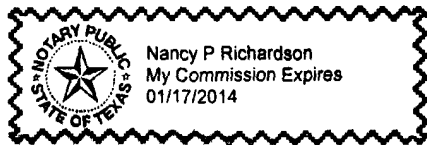
Executed this the 13 day of July, 2011.

By: Jerry Kiker
Name: JERRY KIKER
Title: PRESIDENT

STATE OF TEXAS)

COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Kiker, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING A SOLAR ENERGY DEVICE INSTALLATION POLICY
FOR
Horizon Park HOA**

WHEREAS, Texas Property Code §§ 202.010 & 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) are effective immediately, allowing owners in property owner associations the limited right to install solar energy devices; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the installation of solar energy devices.

BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the installation of any Solar energy device, as defined by Section 171.107 of the Texas Tax Code (herein, "Device" or "Devices"), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. No Device may be installed on property owned or maintained by the Association nor on property owned in common by the members of the Association.
2. All such Devices must receive architectural approval of the Association prior to installation, pursuant to the Conditions, Covenants, and Restrictions of and for the Association and any and all application procedures currently in effect.
3. No such Devices may be installed on an owner's property other than on the roof of the home, or the roof of another structure owned by the owner which is allowed under a dedicatory instrument, or in a fenced yard or patio owned and maintained by the owner.
4. If a Device is mounted on the roof of the home, it may not extend higher than or beyond the roofline.
5. If a Device is mounted on the roof of the home, it must be in the location designated by the Association unless the alternate location increases the estimated annual energy production of the device as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10% above the energy production of the Device if located in the area designated by the Association.
6. The Device must conform to the slope of the roof and have a top edge that is parallel to the roofline.
7. The frames, support brackets, and visible piping or wiring must be in a silver, black, or bronze tone commonly available in the marketplace.
8. If the Device is located in a fenced yard or patio, the Device may not be taller than the fence line.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

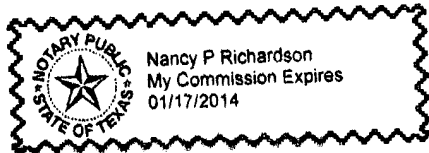
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 13 day of July, 2011.

By: Jerry Kikor
Name: JERRY KIKOR
Title: PRESIDENT

STATE OF TEXAS)
COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Kikor, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING FLAG DISPLAY POLICY
FOR
Horizon Park HOA**

WHEREAS, Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) is effective immediately, allowing owners in property owner associations the limited right to display certain flags; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the display of flags.

BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the display of flags in contravention of Texas Property Code § 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. Flags permitted to be displayed shall be the flag of the United States of America, the flag of the State of Texas, the flag of any governmental subdivision of the State of Texas, and the flag of any branch of the United States armed forces.
2. Flag displays shall be permitted only on property owned by the owner or over which the owner has exclusive control and use.
3. With respect to the United States flag, any such display must be in accordance with 4 U.S.C. Sections 5-10.
4. With respect to the Texas flag, any such display must be in accordance with Chapter 3100, Government Code.
5. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of a permanent, long-lasting material, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
6. The display of a flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and set backs of record.
7. A displayed flag and the flagpole on which it is flown must be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired or removed.
8. No more than one flagpole may be constructed on any property, and no flagpole shall exceed more than 20 feet in height.
9. Flags may not be displayed that exceed a dimension of 8 feet in height by 5 feet in width.
10. Lighting used to illuminate any displayed flag shall not operate to create a nuisance, and shall not illuminate any property other than the owner of such displayed flags property, nor shall it illuminate the interior of any dwelling at any time.
11. No Owner shall allow the external halyard of a flagpole to create noise that can be heard more than twenty-five feet (25') from the flagpole.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

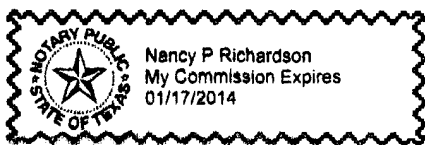
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 13 day of July, 2011.

By: Jerry Kiker
Name: JERRY KIKER
Title: PRESIDENT

STATE OF TEXAS)
COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Kiker, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING A COLLECTION POLICY
FOR
Horizon Park HOA**

WHEREAS, Texas Property Code §§ 209.0062 & .0064 become effective January 1, 2012, requiring associations to provide notice to members that are delinquent in their assessments by certified mail, return-receipt requested and waiting a period of 30 days for the member to bring their account current or arrange an alternative payment schedule, as prescribed by Texas Property Code § 209.0062, as conditions precedent to holding the member liable for costs of collection of a delinquent account, and

WHEREAS, the Association, desires to modify its current collection policy and operating procedures to comply with the law.

BE IT RESOLVED, that any part of any collections policy currently in effect for the Association that is in conflict with this Resolution is hereby rescinded.

BE IT FURTHER RESOLVED, that the Association's collection policy and process shall be as follows, effective January 1, 2012:

1. Members that are delinquent in the payment of any amount, prior to referral to an attorney for collection of the same, shall be notified by certified mail, return-receipt requested, of: the amount due to the association supported by an itemization of same, notice of the Member's option to enter into an alternative payment schedule based on the Association's policy of record, and their right to a period of 30 days to cure the delinquency before further collection action is taken.
2. The amount of the delinquency that triggers the aforementioned notice shall be determined by the board from time to time.
3. No less than 30 days subsequent to the notice sent pursuant to Number 1 above, the delinquent Member shall be referred to the Association's attorney for collection of all delinquent amounts. At that time, the delinquent Member shall be responsible for all reasonable and necessary attorney fees associated with the collection of the delinquent amount.
4. All other provisions of the Association's current collection policy shall remain in effect as originally written.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

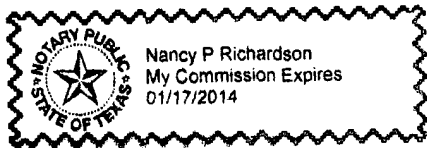
Executed this the 13 day of July, 2011.

By: Jerry Riker
Name: JERRY RIKER
Title: PRESIDENT

STATE OF TEXAS)

COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Riker, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING A PAYMENT PLAN GUIDELINES POLICY
FOR
Horizon Park HOA**

WHEREAS Texas Property Code §§ 209.0062(d) becomes effective January 1, 2012, requiring associations to develop payment plan policies allowing members that are delinquent in their assessments to arrange an alternative payment schedule to avoid incurring additional costs of collection and to file the same in the real property records of each county wherein the association is located, and

WHEREAS, the Association, desires to set forth its guidelines for alternative payment schedules.

BE IT RESOLVED, that the Association hereby adopts the following guidelines:

1. Any Member that is delinquent in the payment of any amount may enter into a payment plan with the Association.
2. No Member shall be entitled to enter into a payment plan if such Member was in violation of any payment plan with the Association in the previous two-year period prior to the request for payment plan.
3. Payment plans shall be for a period not to exceed 3 months, shall include all amounts owed by the Member, shall include all amounts that will come due during the term of the plan, shall include all amounts for the cost of the administration of the payment plan as indicated in Number 7 below, and each payment thereunder shall be equal.
4. After a member is notified of a delinquency in the payment of amounts due to the Association, the member shall have a period of 30 days within which to request a payment plan. A payment plan will be prepared and delivered to the member within said 30 day period. The member must execute and return the payment plan along with the first payment due under the plan within said 30 day period.
5. If the member does not execute and deliver the payment plan to the Association within said 30 day period, it shall be conclusively presumed that the owner does not elect to enter into a payment plan and no further alternative payment schedules shall be offered.
6. Any payment returned for insufficient funds shall be a breach of the payment plan agreement.
7. Members shall be responsible for all legal fees associated with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the payment plan.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

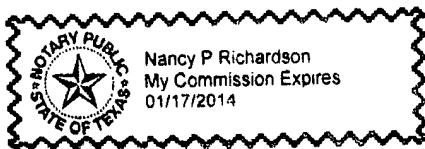
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

Executed this the 13 day of July, 2011.

By: Jerry Kiker
Name: JERRY KIKER
Title: PRESIDENT

STATE OF TEXAS,)
COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Kiker, President of and for the Association, for the purposes therein expressed.



Nancy P. Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING BOARD MEETING NOTICE PROCEDURE
FOR
Horizon Park HOA**

WHEREAS Texas Property Code § 209.0051(e) becomes effective January 1, 2012, requiring associations to provide notice to all members of Board Meetings, and

WHEREAS, the Association, desires to set forth its guidelines for providing notice for Board Meetings.

BE IT RESOLVED, that the Association hereby adopts the following guidelines:

Notice of all Board Meetings, to include the general subject of a regular or special Board Meeting, including a general description of any matter to be brought up in deliberation in executive session, will be:

1. Mailed to each property owner, at the address previously provided by such owner, no later than the 10th day, nor earlier than the 60th day, before the date of the meeting, OR
2. Provided at least 72 hours before the start of the meeting by:
 - a. Posting the written notice in a conspicuous manner at a place reasonably designed to provide notice to property owners OR posting the notice on an internet site maintained by the Association or its agent, and
 - b. Sending the notice by email to each owner who has registered an email address with the association. The Association shall maintain on its internet site a place for residents to register their email address.

Members are hereby advised that Texas Property Code § 209.0051(f) requires them to register their email address with the Association and update it from time to time. Failure to do so will likely result in said Member not receiving notice of meetings.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

Executed this the 13 day of July, 2011.

By: Jerry Riker

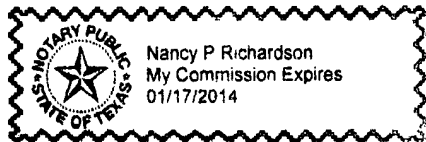
Name: JERRY RIKER

Title: PRESIDENT

STATE OF TEXAS)

COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Riker, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING A RECORDS PRODUCTION AND COPYING POLICY
FOR
Horizon Park HOA**

WHEREAS Texas Property Code § 209.005(i) becomes effective January 1, 2012, requiring associations to file a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested by a Member.

WHEREAS, failing the existence of such a policy, the Association shall be liable to compile and produce such records, but shall not be entitled to charge for same.

BE IT RESOLVED, that the following shall be the Association's policy for records production and copying:

Upon receipt of a proper request for information, by a proper party pursuant to Texas Property Code § 209.005(c), the Association shall make the records described by § 209.005 available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Texas Property Code § 209.005, including the withholding of certain information described therein.

Further, the Association itself or by and through its agent or manager, shall charge as follows when it is required to produce records accordingly:

- a. \$25 per hour if clerical staff performs the compilation/production task.
- b. \$75 per hour if a manager performs the compilation/production task.
- c. The prevailing billing rate for an attorney, CPR, or other third party profession if they perform the compilation/production task.'
- d. A minimum hourly charge for compilation/production shall be two hours.
- e. \$.10 per photocopy.
- f. \$.50 per pdf or other image file.
- g. \$1.00 per CD or \$3.00 for DVD.
- h. The aforementioned amounts shall be increased annually by the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the U.S. Bureau of Labor and Statistics (1967=100) starting January 2013, or its replacement index if publication of the CPI-U is discontinued.
- i. To the extent that the aforementioned charges may exceed those allowed by current or future law, the charges shall be reduced to the legal maximum limit.
- j. Members may be required to pay an estimated cost in advance of the compilation/production and copying process with a final reconciliation to be prepared after the compilation/production and copying is performed. Any costs over the amount prepaid by the member may be charged to the member's account as an assessment. Any overpayment by the member shall be promptly refunded.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

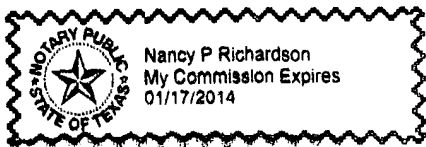
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

Executed this the 13 day of July, 2011.

By: Jerry Kiker
Name: JERRY KIKER
Title: PRESIDENT

STATE OF TEXAS)
COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Kiker, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING A RECORDS RETENTION POLICY
FOR
Horizon Park HOA**

WHEREAS Texas Property Code § 209.005(m) becomes effective January 1, 2012, requiring associations to adopt policies to retain certain records for minimum periods of time.

BE IT RESOLVED, that the following is the Association's policy for records retention:

1. Formation documents, bylaws, CCRs – permanently
2. Financials – 7 years
3. Owner account records – 5 years
4. Contracts with a one year term or more – 4 years from the date of termination.
5. Board meeting minutes – 7 years
6. Tax returns and audits – 7 years

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

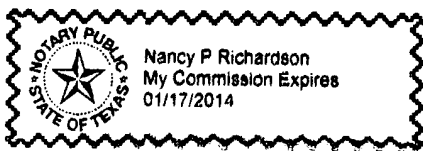
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective September 1, 2011.

Executed this the 13 day of July, 2011.

By: Jerry Kiker
Name: JERRY KIKER
Title: PRESIDENT

STATE OF TEXAS)
COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of July, 2011, by Jerry Kiker, President of and for the Association, for the purposes therein expressed.



Nancy P Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

①

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2011051576

Nancy E. Rister

08/05/2011 11:16 AM

MARIA \$76.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

NOTICE OF FILING OF DEDICATORY INSTRUMENTS

***AMENDMENT OF RULES AND REGULATIONS (XERISCAPING)**

***FILING OF BYLAWS**

***FILING OF ARTICLES OF INCORPORATION**

HORIZON PARK HOMEOWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions Horizon Park, filed as Document No. 2000003447 in the Official Public Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to those certain Resolutions filed as Document No. 2011051576 in the Official Public Records of Williamson County, Texas (the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Horizon Park Homeowners Association, Inc. (the "**Association**"); and the Association wishes to file the previously-adopted Bylaws and Articles of Incorporation of record, and these documents are attached hereto as Exhibits B and C;

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the general operations and welfare of Association pursuant to Declaration Articles III, §3.2 and VIII, §8.1(a) and/or State law, and has previously adopted the Rules; and

WHEREAS the Architectural Control Committee (ACC) is authorized by Declaration Article V, §5.2 to review all proposals for landscaping, construction, and any other type of change or alteration made to lots, and whereas per Declaration Article V, §5.4, the ACC may approve only those proposals that are, in the ACC's discretion, of an architectural style and material that are compatible with other structures in the Property;

WHEREAS the Board, in consultation with the ACC, has adopted at its meeting on August 13, 2013, a policy to assist in determining whether proposals for xeriscaping on lots are acceptable, and the Board wishes to file this policy of record to supplement the previously-adopted Rules;

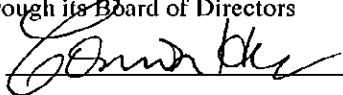
THEREFORE the policy attached as Exhibit "A" has been, and by these presents is, ADOPTED and APPROVED.

Subject solely to the amendments contained in Exhibit "A", the Rules remain in full force and effect.

HORIZON PARK HOMEOWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:



Printed Name: Connie N. Heyer

Title: Authorized Agent and Attorney-at-Law

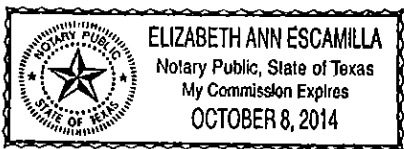
Exhibit "A": Xeriscaping Rules

Exhibit "B": Bylaws of the Association

Exhibit "C": Articles of Incorporation

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 9 day of September, 2013, by Connie
N. Heyer in the capacity stated above.



Elizabeth A. Escamilla

Notary Public, State of Texas

Exhibit "A"

Xeriscaping

Philosophy: Xeriscaping means using native and adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. Xeriscaping does not mean zero water and zero maintenance. The Association will allow, subject to compliance with these rules, the use of drought-resistant landscaping and water conserving natural turf.

Approval for changes, plan submittal: Prior to initiating any change in the visible landscape, the homeowners must submit plans and specifications detailing the proposed installation. The request must include a to-scale design plan, as well as details on the types of plants, the ground covers (including color and materials), weed barriers, the bordering material(s), the hardscape materials (including color), setbacks, irrigation system, and dimensions (dimensions of beds, approximate size of plants, size of any rocks, and other such details.) It is suggested that plans be drawn by a licensed landscape architect to increase the chance of approval of plans without changes being required. The Architectural Control Committee (for the purposes of this rule, the "Committee") may request additional information or changes to the plans before final approval. Installation of any proposed xeric landscape may not begin until the Committee has approved the request.

Design requirements: Color and texture of the planted areas and inert areas are an important design aspect. Color and texture should be seen to flow neatly from one area of the yard to another. Extensive areas of "desert" or "barren" appearance must be avoided in order to preserve the aesthetic compatibility with the neighborhood. Large areas may not be composed of a single material; for example any areas of bare mulch must be interspersed with plants. The Committee may in its discretion prohibit water features, urns, and other man-made ornamentation. The xeriscape landscaping may not alter drainage patterns on a Lot, and owners must ensure that no crushed granite or other such runoff runs into a neighboring Lot or the street.

Soils in xeriscape areas should either be altered to fit the plants, or plants selected to fit the soil. Efficient irrigations systems must be planned. Irrigation for xeriscapes zones must be different than for turf zones. Owners should select plants and zones in accordance with the amount of light, wind and moisture in the particular yard area. Organic mulches such as bark chips must be applied at least 2" deep and maintained at all times at least 2" deep.

Turf Grass: At least 25% of the visible lawn area of the Lot must contain some form of sodded grass. The exact requirement of the turf may vary from property to property and is dependent on the specific plan submitted. Any easement strip between a public sidewalk and the curb will not be counted towards the 25% turf area.

Homeowners should consider replacing any "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements.

Artificial turf is prohibited absent a variance from the Committee, which may be granted or denied in the sole discretion of the Committee. However the Committee shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street.

Plants: It is recommended to use plants adapted to the pH soil conditions created by the non-turf materials used. i.e., don't use acid loving plants along with alkaline crushed limestone covering, whereas acid loving plants would do well with a ground hardwood mulch covering and native plants would do well with limestone or crushed granite. Sickly and dying plants must be promptly removed or replaced.

Hardscapes, rock, gravel, cactus: The Committee may prohibit or limit the size and number of hardscape items including boulders. The Committee may prohibit or limit installation of rock ground cover (including gravel, and crushed stone). The Committee may prohibit or limit installation of cacti.

EXHIBIT " B "

BYLAWS OF HORIZON PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Horizon Park Homeowners Association, Inc., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at, 8140 N. Mopac, Bldg. 4, Suite 150, Austin, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Travis or as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean and refer to Horizon Park Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.

Section 2.2. "Common Areas" shall mean and refer to that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances for the common use and benefit of the Owners (hereinafter defined).

Section 2.3. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), public parks, and any improvements or landscaping that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the members.

Section 2.4. "Lot" shall mean and refer to any of the plots of land indicated upon a recorded subdivision plat(s) of the Property (hereinafter defined) or any part thereof creating single-family homesites, but only if the plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home. Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of the definition of a Lot.

Section 2.5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Horizon Park recorded at Document #200003447 of the Real Property Records of Williamson County, Texas, and any amendments and supplements thereto made in accordance with its terms.

Section 2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.7. "Property" shall mean and refer to the Initial Property (as defined in the Declaration) together with such portions of the Eligible Property (as defined in the Declaration) as may from time to time be made subject to the Declaration but shall not include any of the Eligible Property unless and until such Eligible Property is so annexed. All of the Property may sometimes be known as phases or sections of Horizon Park.

ARTICLE III

MEMBERSHIP

Section 3.1. Membership. Every Owner of a residential Lot in Horizon Park Section One recorded in Document # 199930492 of the Plat Records of Williamson County, Texas, and areas annexed thereto pursuant to the recorded Declaration, shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. When ownership of any Lot is held by more than one person or by a legal entity which is not a natural person, all such Owners shall be members of the Association, however, the voting rights of such members shall be limited to the number of votes set forth herein exercised as they among themselves shall determine.

Section 3.2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual regular or special assessment levied by the Association, the voting rights and right to use of the recreational facilities, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 4.1. Each member shall be entitled to the use and enjoyment of the Common Areas as may be depicted on the Plat of Horizon Park Section One and any future subdivision plat recorded against the Property that subdivides the Property or a portion thereof into single family residential lots.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) and not more than five (5) directors, who need not be members of the Association.

Section 5.2. Election. The initial directors shall be appointed by the incorporator. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

Section 5.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. 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 three (3) days notice to each director.

Section 6.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 7.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. 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 be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 7.2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws and the Articles of Incorporation;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;
- (d) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and
- (e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

Section 8.2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) To establish membership fees or assessments;
- (d) To procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (e) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and
- (f) To cause the Common Area to be maintained.

ARTICLE IX
COMMITTEES

Section 9.1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

(a) A Recreation Committee to advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and to perform other such functions as the Board in its discretion determines;

(b) A Maintenance Committee to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas, if any, and to perform such other functions as the Board in its discretion determines;

(c) A Publicity Committee to inform the members of all activities and functions of the Association and after consulting with the Board of Directors, to make such public releases and announcements as are in the best interest of the Association, and

(d) An Audit Committee to supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 11.8(d). The Treasurer shall be an ex-officio member of this committee when formed.

Section 9.2. It shall be a function of each committee to receive complaints from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X
MEETINGS OF MEMBERS

Section 10.1. Annual Meetings. The first annual meeting of the members shall be held between thirty (30) days before and 30 days after the date which is one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held, provided that the Board of Directors has delivered written notice to the members at least ten (10) days prior to a proposed annual meeting date, 45 days either side of the previous regular annual meeting date.

Section 10.2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 10.3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, or these Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10

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 notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 10.4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of each of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, 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 as aforesaid, shall be present or be represented.

Section 10.5. 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. Every proxy shall be revocable and shall automatically cease upon cessation of membership or restriction of the member's voting rights.

Section 10.6. Canvass in Lieu of Meeting. In the event that a quorum of members is not achieved at any scheduled meeting, the Board of Directors may authorize a door-to-door canvass of all members whose votes shall be duly recorded, and any action so taken shall have the same force and effect as if taken at a meeting at which a quorum of members was present. Any such canvass must be completed within 30 days of the Board's decree.

Section 10.7. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting of the members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of the statutes, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 11.1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 11.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 11.3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 11.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 11.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, 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; the acceptance of such resignation shall not be necessary to make it effective.

Section 11.6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 11.7. 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 Section 5 of this Article.

Section 11.8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE XII

ASSESSMENTS

Section 12.1. Personal Obligation for Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual regular and special assessments which are secured by a continuing lien upon the Lot against which such assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The Association shall have seal in circular form having within its circumference the words: Horizon Park Homeowners Association, Inc.

ARTICLE XV

FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veteran's Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVII

GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XVIII

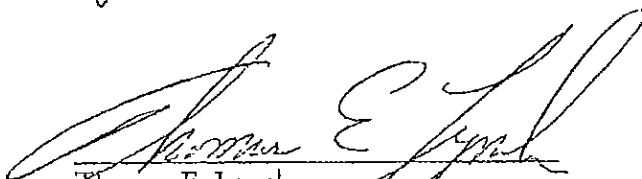
ENFORCEMENT

In the event that the Association institutes legal action to enforce any restrictive covenant or other condition of the Declaration, Articles of Incorporation or Bylaws, and the violator voluntarily corrects or abates such violation after litigation has been filed, the Association shall not dismiss or abandon such legal action until it has been reimbursed all of its expenses, including reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, we being all the Directors of Horizon Park Homeowners Association, Inc., have hereunto set our hands this 31st day of January, 2000.



John Bolt Harris



Thomas E. Lynch



Lowell Stacy

THE STATE OF TEXAS

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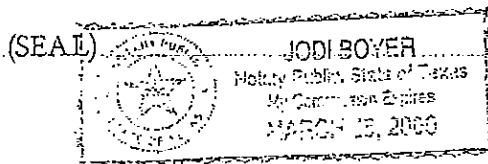
COUNTY OF TRAVIS

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§

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this day, the 31 day of January, 2000, personally appeared before me John Bolt Harris, Lowell Stacy, and Thomas E. Lynch, who, each being by me first duly sworn, each personally declared that he is one of the persons who signed the foregoing document as a member of the Board of Directors of Horizon Park Homeowners Association, Inc. and that the above is a true and correct statement of the Bylaws adopted by said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Jodi Boyer
Notary Public in and for the State of Texas
Notary's Printed Name: Jodi Boyer
My Commission expires: 3-25-00

CERTIFICATION

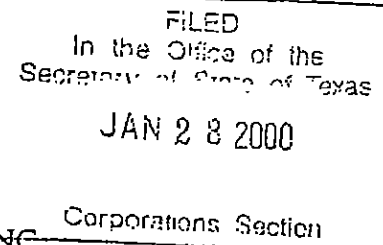
I, the undersigned do hereby certify:

THAT I am the duly elected and acting Secretary of Horizon Park Homeowners Association, Inc., a Texas non-profit corporation, and that the foregoing Bylaws constitute the original By-Laws of the said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31 day of January, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of January, 2000.

Lowell Stacy
Lowell Stacy - Secretary

ARTICLES OF INCORPORATION
OF
HORIZON PARK HOMEOWNERS ASSOCIATION, INC.



We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is Horizon Park Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

TYPE OF CORPORATION

The Association is a non-profit corporation and has no capital stock.

ARTICLE III

DURATION

The period of duration is perpetual.

ARTICLE IV

PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for preservation of the common area and common maintenance areas within that certain real property known as single family residential lots of Horizon Park Section One, a subdivision in Williamson County, Texas, and any additional property that may be annexed into the Association pursuant to the Declaration (hereinafter defined), and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers:

(a) To pay all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(b) To purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(c) To borrow money, and with the assent of two-thirds (2/3) of each class of members to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and

(e) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

The owners of residential Lots (as defined in the Declaration) and areas annexed thereto as described on Exhibits "A" and "C" to the recorded Declaration of Covenants, Conditions and Restrictions for Horizon Park ("Declaration") shall be members of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. When ownership of any Lots is held by more than one person or by a legal entity which is not a natural person, all such owners shall be members of the Association, however, the voting rights of such members shall be limited to the number of votes set forth herein exercised as they among themselves shall determine.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Owners with the exception of Declarant (as defined in the Declaration) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot that Declarant owns. The Class B membership shall cease and be converted to Class A membership one hundred eighty (180) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or ten (10) years after conveyance of the first Lot to a Class A member, whichever occurs earlier

c. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established by the Association or is otherwise in default hereunder or under the Bylaws or rules and regulations of the Association.

ARTICLE VII

AGENT AND OFFICES

8140 N. Mopac, Bldg. 4, Suite 150, Austin, Texas 78759, and Don Hayter, at such address constitute the initial registered office and agent, respectively, of the Association. The principal office of the Association is located at 8140 N. Mopac, Bldg. 4, Suite 150, Austin, Texas 78759.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of no less than three (3) and not more than five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to serve until the election of their successors are:

John Bolt Harris

8140 N. Mopac, Bldg. 4, Suite 150
Austin, Texas 78759

Lowell Stacy

8140 N. Mopac, Bldg. 4, Suite 150
Austin, Texas 78759

Thomas E. Lynch

8140 N. Mopac, Bldg. 4, Suite 150
Austin, Texas 78759

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

ARTICLE IX

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the voting membership.

ARTICLE X

AUTHORITY TO MORTGAGE

After same has been conveyed to the Association, any mortgage by the Association of the common area shall have the assent of two-thirds (2/3) of the entire membership.

ARTICLE XI

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area (after same has been conveyed to it) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer may be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire membership agreeing to such dedication, sale or transfer.

ARTICLE XII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire membership. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XIII

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES IX THROUGH XII

In order to take actions under Articles IX through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast two-thirds (2/3) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XIV

AMENDMENTS

Amendments of these Articles shall require the assent of three-quarters (3/4) of the entire membership.

ARTICLE XV

CONFLICTS

In the event of a conflict between these Articles of Incorporation and the Declaration, the Declaration shall control. In the event of a conflict between these Articles of Incorporation and the Bylaws, these Articles of Incorporation shall control.

ARTICLE XVI
INCORPORATOR

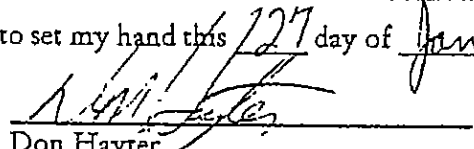
The name and address of the incorporator is:

Don Hayter
8140 N. Mopac Bldg. 4, Suite 150
Austin, Texas 78759

ARTICLE XVII
FHA/VA APPROVAL

As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, conveyance of Common Area, dissolution and amendment of these Articles of Amendment to the Articles of Incorporation.

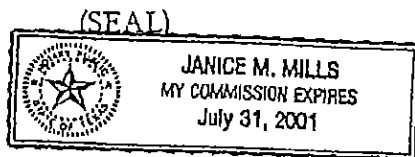
IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of January, 2000.

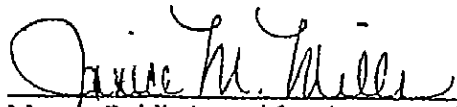

Don Hayter

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, the undersigned authority, do hereby certify that on this 27 day of JANUARY, 2000, personally appeared before me Don Hayter, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.




Notary Public in and for the State of Texas
Notary's Printed Name:
My Commission Expires:

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

Fileserver:CLIENTS:HorizonPark:RuleAmendXeriscapeBylawArticles8-13.docx

2013086900

Electronically Recorded

OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk

2013 September 09 09:29 AM

FEE: \$97.00 PGS 20

Williamson County Texas

**RESOLUTION TO FILE DEDICATORY INSTRUMENTS
FOR
Horizon Park HOA**

WHEREAS Texas Property Code § 202.006(a) has become effective January 1, 2012, requiring associations to file all dedicatory instruments, as defined by Texas Property Code § 202.001(1), in the official public records of the county or counties wherein they are located.

WHEREAS, failing the filing of the same, the Association's various dedicatory instruments would not be enforceable.

BE IT RESOLVED, that the following attached documents be caused to be filed in the official public records of the county or counties wherein the Association is located.

To the extent any of the attached dedicatory instruments conflict with any previous guidelines, rules, covenants, or restrictions, the dedicatory instruments filed herewith shall control.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

Executed this the 17th day of February, 2012.

By: Jerry Kiker

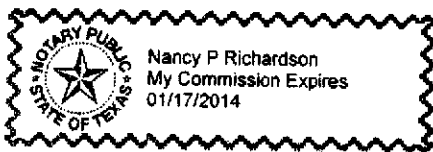
Name: JERRY K. KIKER

Title: PRESIDENT, HORIZON PARK HOA

STATE OF TEXAS)

COUNTY OF Williamson

This instrument was acknowledged before me on this the 17th day of February, 2012, by Jerry Kiker, President of and for the Association, for the purposes therein expressed.



Nancy P. Richardson
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Goodwin Management, Inc.
11149 Research Blvd., Suite 100
Austin, Texas 78759

ARTICLES OF INCORPORATION
OF
HORIZON PARK HOMEOWNERS ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas
JAN 28 2000
Corporations Section

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation is Horizon Park Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

TYPE OF CORPORATION

The Association is a non-profit corporation and has no capital stock.

ARTICLE III

DURATION

The period of duration is perpetual.

ARTICLE IV

PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for preservation of the common area and common maintenance areas within that certain real property known as single family residential lots of Horizon Park Section One, a subdivision in Williamson County, Texas, and any additional property that may be annexed into the Association pursuant to the Declaration (hereinafter defined), and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers:

(a) To pay all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(b) To purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(c) To borrow money, and with the assent of two-thirds (2/3) of each class of members to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and

(e) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

The owners of residential Lots (as defined in the Declaration) and areas annexed thereto as described on Exhibits "A" and "C" to the recorded Declaration of Covenants, Conditions and Restrictions for Horizon Park ("Declaration") shall be members of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. When ownership of any Lots is held by more than one person or by a legal entity which is not a natural person, all such owners shall be members of the Association, however, the voting rights of such members shall be limited to the number of votes set forth herein exercised as they among themselves shall determine.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Owners with the exception of Declarant (as defined in the Declaration) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot that Declarant owns. The Class B membership shall cease and be converted to Class A membership one hundred eighty (180) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or ten (10) years after conveyance of the first Lot to a Class A member, whichever occurs earlier

c. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established by the Association or is otherwise in default hereunder or under the Bylaws or rules and regulations of the Association.

ARTICLE VII

AGENT AND OFFICES

8140 N. Mopac, Bldg. 4, Suite 150, Austin, Texas 78759, and Don Hayter, at such address constitute the initial registered office and agent, respectively, of the Association. The principal office of the Association is located at 8140 N. Mopac, Bldg. 4, Suite 150, Austin, Texas 78759.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of no less than three (3) and not more than five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to serve until the election of their successors are:

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8140 N. Mopac, Bldg. 4, Suite 150
Austin, Texas 78759

Lowell Stacy

8140 N. Mopac, Bldg. 4, Suite 150
Austin, Texas 78759

Thomas E. Lynch

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Austin, Texas 78759

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After same has been conveyed to the Association, any mortgage by the Association of the common area shall have the assent of two-thirds (2/3) of the entire membership.

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The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire membership. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

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MEETINGS FOR ACTIONS GOVERNED BY ARTICLES IX THROUGH XII

In order to take actions under Articles IX through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast two-thirds (2/3) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Amendments of these Articles shall require the assent of three-quarters (3/4) of the entire membership.

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CONFLICTS

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INCORPORATOR

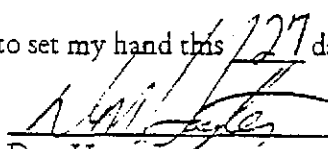
The name and address of the incorporator is:

Don Hayter
8140 N. Mopac Bldg. 4, Suite 150
Austin, Texas 78759

ARTICLE XVII
FHA/VA APPROVAL

As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, conveyance of Common Area, dissolution and amendment of these Articles of Amendment to the Articles of Incorporation.

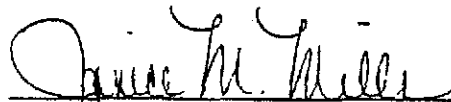
IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of January, 2000.


Don Hayter

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, the undersigned authority, do hereby certify that on this 27 day of JANUARY, 2000, personally appeared before me Don Hayter, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

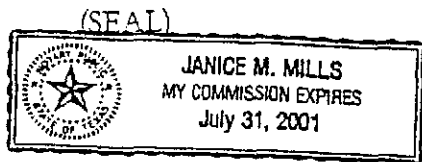
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Notary Public in and for the State of Texas

Notary's Printed Name:

My Commission Expires:



BYLAWS
OF
HORIZON PARK HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Horizon Park Homeowners Association, Inc., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at, 8140 N. Mopac, Bldg. 4, Suite 150, Austin, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Travis or as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean and refer to Horizon Park Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.

Section 2.2. "Common Areas" shall mean and refer to that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances for the common use and benefit of the Owners (hereinafter defined).

Section 2.3. "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), public parks, and any improvements or landscaping that the Board of Directors of the Association deems it necessary or appropriate to maintain for the common benefit of the members.

Section 2.4. "Lot" shall mean and refer to any of the plots of land indicated upon a recorded subdivision plat(s) of the Property (hereinafter defined) or any part thereof creating single-family homesites, but only if the plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home. Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon, shall not be included as part of the definition of a Lot.

Section 2.5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Horizon Park recorded at Document #200003447 of the Real Property Records of Williamson County, Texas, and any amendments and supplements thereto made in accordance with its terms.

Section 2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.7. "Property" shall mean and refer to the Initial Property (as defined in the Declaration) together with such portions of the Eligible Property (as defined in the Declaration) as may from time to time be made subject to the Declaration but shall not include any of the Eligible Property unless and until such Eligible Property is so annexed. All of the Property may sometimes be known as phases or sections of Horizon Park.

ARTICLE III

MEMBERSHIP

Section 3.1. Membership. Every Owner of a residential Lot in Horizon Park Section One recorded in Document # 199930492 of the Plat Records of Williamson County, Texas, and areas annexed thereto pursuant to the recorded Declaration, shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. When ownership of any Lot is held by more than one person or by a legal entity which is not a natural person, all such Owners shall be members of the Association, however, the voting rights of such members shall be limited to the number of votes set forth herein exercised as they among themselves shall determine.

Section 3.2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual regular or special assessment levied by the Association, the voting rights and right to use of the recreational facilities, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 4.1. Each member shall be entitled to the use and enjoyment of the Common Areas as may be depicted on the Plat of Horizon Park Section One and any future subdivision plat recorded against the Property that subdivides the Property or a portion thereof into single family residential lots.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) and not more than five (5) directors, who need not be members of the Association.

Section 5.2. Election. The initial directors shall be appointed by the incorporator. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

Section 5.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 6.1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. 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 three (3) days notice to each director.

Section 6.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6.4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 7.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. 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 be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 7.2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws and the Articles of Incorporation;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;
- (d) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and
- (e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

Section 8.2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) To establish membership fees or assessments;
- (d) To procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (e) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and
- (f) To cause the Common Area to be maintained.

ARTICLE IX

COMMITTEES

Section 9.1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

(a) A Recreation Committee to advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and to perform other such functions as the Board in its discretion determines;

(b) A Maintenance Committee to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas, if any, and to perform such other functions as the Board in its discretion determines;

(c) A Publicity Committee to inform the members of all activities and functions of the Association and after consulting with the Board of Directors, to make such public releases and announcements as are in the best interest of the Association, and

(d) An Audit Committee to supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 11.8(d). The Treasurer shall be an ex-officio member of this committee when formed.

Section 9.2. It shall be a function of each committee to receive complaints from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 10.1. Annual Meetings. The first annual meeting of the members shall be held between thirty (30) days before and 30 days after the date which is one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held, provided that the Board of Directors has delivered written notice to the members at least ten (10) days prior to a proposed annual meeting date, 45 days either side of the previous regular annual meeting date.

Section 10.2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 10.3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, or these Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10

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 notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 10.4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of each of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, 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 as aforesaid, shall be present or be represented.

Section 10.5. 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. Every proxy shall be revocable and shall automatically cease upon cessation of membership or restriction of the member's voting rights.

Section 10.6. Canvass in Lieu of Meeting. In the event that a quorum of members is not achieved at any scheduled meeting, the Board of Directors may authorize a door-to-door canvass of all members whose votes shall be duly recorded, and any action so taken shall have the same force and effect as if taken at a meeting at which a quorum of members was present. Any such canvass must be completed within 30 days of the Board's decree.

Section 10.7. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting of the members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of the statutes, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 11.1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 11.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 11.3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 11.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 11.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, 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; the acceptance of such resignation shall not be necessary to make it effective.

Section 11.6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 11.7. 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 Section 5 of this Article.

Section 11.8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE XII

ASSESSMENTS

Section 12.1. Personal Obligation for Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual regular and special assessments which are secured by a continuing lien upon the Lot against which such assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The Association shall have seal in circular form having within its circumference the words: Horizon Park Homeowners Association, Inc.

ARTICLE XV

FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veteran's Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVII

GENDER AND GRAMMAR

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

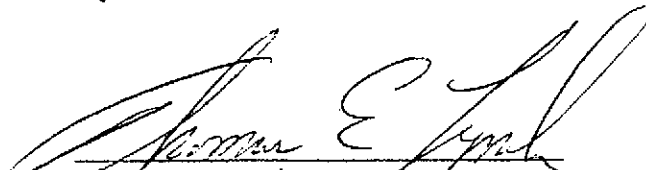
ARTICLE XVIII

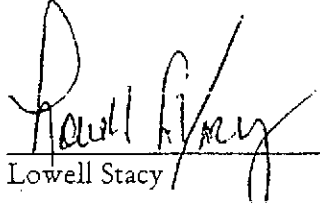
ENFORCEMENT

In the event that the Association institutes legal action to enforce any restrictive covenant or other condition of the Declaration, Articles of Incorporation or Bylaws, and the violator voluntarily corrects or abates such violation after litigation has been filed, the Association shall not dismiss or abandon such legal action until it has been reimbursed all of its expenses, including reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, we being all the Directors of Horizon Park Homeowners Association, Inc., have hereunto set our hands this 31st day of January, 2000.


John Bolt Harris


Thomas E. Lynch


Lowell Stacy

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this day, the 31 day of January, 2000, personally appeared before me John Bolt Harris, Lowell Stacy, and Thomas E. Lynch, who, each being by me first duly sworn, each personally declared that he is one of the persons who signed the foregoing document as a member of the Board of Directors of Horizon Park Homeowners Association, Inc. and that the above is a true and correct statement of the Bylaws adopted by said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Jodi Boyer
Notary Public in and for the State of Texas
Notary's Printed Name: Jodi Boyer
My Commission expires: 3-25-00

CERTIFICATION

I, the undersigned do hereby certify:

THAT I am the duly elected and acting Secretary of Horizon Park Homeowners Association, Inc., a Texas non-profit corporation, and that the foregoing Bylaws constitute the original By-Laws of the said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31 day of January, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of January, 2000.

Lowell Stacy
Lowell Stacy - Secretary

6/10/08

VIOLATION AND FINE POLICY IN HORIZON PARK

The purpose of this policy is to establish guidelines for the most common violations of the Deed Restrictions. It is not intended to be a complete list of all possible violations. For more complete information, refer to the DECLARATION OF COVENANTS, CONDITIONS, AND DEED RESTRICTIONS FOR HORIZON PARK HOMEOWNERS' ASSOCIATION (H.P. HOA) (henceforth referred to as CCR's).

All properties should be kept in a neat, well-maintained appearance at all times.

Yard Maintenance Needed: Yards must be maintained on a basis frequent enough to maintain an overall well-kept appearance. This includes:

- Mowing: includes front yard and side yard of corner lots which **must be kept lower than 6" at all times**; all backyards must be mowed.
- Edging: sidewalk, driveway and curb, etc.
- Weed Control: weed abatement in grass, flowerbeds, and cracks; weed eating at fences, around house, etc.
- Grass Replacement: adding sod or re-seeding where grass has died
- Blowing or Sweeping Up: grass and clippings must be removed from view after maintenance
- Removing Dead Plants, shrubs, trees in a timely manner
- Regular watering without violating City code

For additional information, refer to CCR's.

Trash Receptacles in View: All trash containers must be hidden from general view except for trash pick-up day. It is acceptable to put containers by the curb at dusk on the day before pick-up and to return to being stored out of view by dusk the day of pick-up. If containers can be seen from the street, they are not out of view. A screen such as lattice with vines growing on it is an example of a measure of appropriate screening if you do not want the containers in your garage or back yard. You **must have** ACC approval before installing a screen. (Refer to CCR's.)

Unapproved Exterior Changes: All changes to the exterior of the residence, the addition of any structure, fence replacement or painting, major landscape modifications must be approved in writing by the Architectural Control Committee (ACC) for the H.P. HOA. (Refer to CCR's.) E-Forms to request changes to your property from the ACC are located on the HOA website.

Recreational Vehicles such as Boats, Trailers, and Other Vehicles and Equipment: Recreational vehicles/equipment (boats, jet skis, campers, RV's, trailers, etc.), and Inoperable Vehicles may **NOT** be parked in view of the street at any time. (Refer to CCR's.) Boats, Trailers, etc., as listed in this paragraph, have a more severe Fine Policy than other violations.

Commercial Vehicles: **No** Commercial Vehicles are allowed to be parked in view of the street at any time in Horizon Park. "For purposes of interpreting the Declaration and other Association-Governing documents, a 'commercial vehicle' is defined as a vehicle bearing any after-market insignias, signs, lettering, or numbering, and/or any vehicle equipped with an apparatus designed to be used in conjunction with commercial activity, including but

not limited to, plumbing apparatus, compressors, tool bins, storage racks and bins, ladders and winches. This definition specifically excludes any police, fire, or other emergency vehicles.” (Refer to CCR’s.)

Athletic and Recreational Facilities. No outdoor athletic and recreational facilities such as basketball goals, playscapes, swing sets and sport courts of a permanent nature shall be placed on any Lot within the Property or the subdivision between the street right-of-way and the front of a Unit. With respect to such facilities constructed in areas within the Property or in the subdivision other than between the street right-of-way and the front of the Unit, such facilities must be approved by the ACC pursuant to Article V. Tennis court lighting and fencing shall be allowed only with the approval of the ACC. Temporary facilities may be placed, utilized and removed from view from the street during the course of a day.

Other Violation Items: Examples of additional things that could incur violations include generally unkempt appearance of the property, including painted surfaces in need of re-painting; fence repairs needed; items left in the yard or on the porch and drive that should be stored out of view.

FINES

The Board of Directors is given express power in the Association’s By-Laws to adopt and publish rules and regulations to enforce the protective covenants.

“Notices of Violation” will be mailed to the Owner of a property and will include the date, type, and number of the violation. Any Resident may report violations in writing to Board Members or to Goodwin Management. Anonymous reports will not be addressed. Keep in mind that the recipient of the violations will not know the source of the complaint.

For all violations, except Recreational Vehicles and Yard Maintenance as listed above, the 3rd violation of a similar kind will result in a \$25 fine, 4th violation will result in a \$50 fine, 5th and each subsequent similar violation will incur a \$75 fine.

For example, the 3rd notice of “Trash can in View on Non-trash Day” would result in a \$25 fine.

Owners of Recreational Vehicles (as described above) and Inoperable Vehicles will be sent ONE Warning violation letter. The 2nd violation and each subsequent violation will be fined \$150 per violation.

For Yard Maintenance, ONE warning that will include a forced mow warning will be sent on the 1st violation. The 2nd violation will result in a \$25 fine and thereafter a forced mow can be ordered at the owner’s expense.

When a fine is assessed, the Owner will receive the notice of violations along with an invoice showing the fine has been added to their assessment account. An Owner will have the opportunity to contest any fine that is assessed against the assessment account. The process will be stated on the Notice.

This policy was adopted by the Board of Directors on March 15, 2010, and is effective on June 1, 2010.

2014101621

Electronically Recorded

OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, reading "Nancy E. Rister". The signature is written in a cursive style with a large, stylized "N" and "R".

Nancy E. Rister, County Clerk

12/22/2014 10:38 AM

Pages: 19 Fee: \$ 89.00

Williamson County Texas

MANAGEMENT CERTIFICATE

In compliance with the provisions of Section 209.004 of the Texas Property Code, the undersigned entity gives notice that it is managing the herein described Association:

1. **Name of the Subdivision:** Horizon Park
2. **Name of the Association:** Horizon Park Homeowners Association, Inc.
3. **Recording data for the Subdivision:**

Horizon Park Section 1, according to the plat recorded in document 1999048025, Horizon Park Section 2, according to the plat recorded in document 2000018484, Horizon Park Section 3, according to the plat recorded in document 2001016708, Horizon Park Section 4, according to the plat recorded in document 2001016705, Horizon Park Section 5, according to the plat recorded in document 2001055626, Horizon Park Section 6, according to the plat recorded in document 2002090324, Horizon Park Section 7, according to the plat recorded in document 2003079686, Official Public Records, Williamson County, Texas

4. **Recording data for the Declaration and Declaration amendments:**

Documents 2003083960, 2003083959, 2003083958, 2003006253, 2003002833, 2002098918, 2002092064, 2002002519, 2001094630, 2001079361, 2001072773, 2001068276, 2001066152, 2001065282, 2000077833, 2000075609, 2000073549, 2000071351, 2000032224, 2000023317, 2000020328, 2000020329, 2000018946, 2000013560, 2000003447, Official Public Records of Williamson County, Texas.

5. **Name and mailing address of the Association:** Horizon Park Homeowners Association, Inc., c/o Goodwin & Company, PO Box 203310, Austin, TX 78720

6. **Name, mailing address, phone number & email for designated representative:**

Goodwin & Company
PO Box 203310, Austin, TX
855.289.6007
Info@goodwintx.com

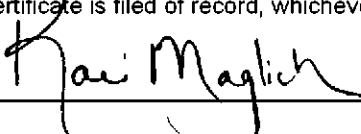
7. **Website address where all dedicatory instruments can be found:**

<https://ahor.sites.townsq.io/> or www.goodwintx.com , use the "find my community" search bar to locate the community webpage

8. **Fees charged by Association related to a property transfer:**

Resale Certificate: \$375
Resale Certificate Update: \$75
Rush Fees to expedite Resale Certificate delivery in advance of 10 business day requirement:
- 1 business day: \$350 / 3 business days: \$250 / 5 business days: \$150 / 7 business days: \$100
Compliance Inspection Fee (optional): \$150
Transfer Fee: \$340
Deactivation Fee: \$20

This management certificate is filed of record in Williamson County, Texas by the entity managing the Association. It shall be valid until a later Management Certificate is filed of record by the Association or a successor manager, or until a termination of this Management Certificate is filed of record, whichever is sooner.



By: Kaci Maglich, Managing Agent for Horizon Park Homeowners Association, Inc., Duly Authorized Agent
Signed: October 10, 2024

AFTER RECORDING RETURN TO:

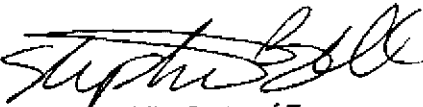
Goodwin & Company
PO Box 203310
Austin, TX 78720-3310

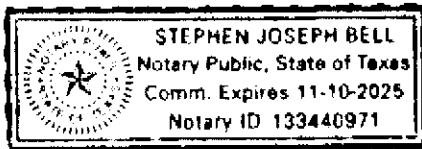
STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was signed before me on 10/10/24, and it was acknowledged that this instrument was signed by Kaci Maglich for the purposes and intent herein expressed.

By: 
Notary Public, State of Texas



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2024082559

Pages: 3 Fee: \$29.00

10/17/2024 11:16 AM

CCASTILLO



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas