



**MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**DEERHAVEN**

THE STATE OF TEXAS     §  
  §  
COUNTY OF WILLIAMSON   §

This MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEERHAVEN (this “**Declaration**”) is made to be effective as of May 6, 2016, by **DEERHAVEN DEVELOPERS**, a Texas joint venture, composed of **CREM FAMILY INVESTMENTS, INC.**, a Texas S corporation and **GEORGETOWN DEERHAVEN, L.P.**, a Texas limited partnership (“**Declarant**”).

**RECITALS:**

A. The Deerhaven development is a master planned community in the City of Georgetown, Williamson County, Texas. Declarant intends to develop the master planned community on the real property described on **Exhibit “A”** attached hereto (the “**Property**”).

B. The purpose of this Declaration is to subject the Property to the protective covenants, conditions and restrictions as hereinafter set forth in order to: (a) create and carry out a uniform plan for the improvement, development and sale of the Property, (b) preserve so far as possible the natural beauty of the Property, (c) avoid harsh contrasts between structures and landscape, (d) guard against the erection of poorly designed or proportioned structures and the use of unsuitable materials, (e) encourage and ensure the erection of attractive improvements which are harmonious with their sites, and (f) generally enhance the environmental quality and economic value of the Property for the benefit of the present and future owners of the Property.

C. In furtherance of such purposes, Declarant hereby adopts and establishes this Declaration to apply uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of the Property.

## DECLARATION:

NOW, THEREFORE, it is hereby declared that all of the Property shall be owned, encumbered, leased, used, occupied, enjoyed and conveyed subject to the following covenants, conditions and restrictions, which (a) are for the purpose of protecting the value and desirability of the Property, (b) shall run with the Property, (c) shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and (d) shall inure to the benefit of each owner of any portion of the Property.

### 1. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

- 1.1. “**Architectural Committee**“ means the committee created pursuant to this Declaration as provided in Article 3 hereof.
- 1.2. “**Assessment(s)**” means assessment(s) levied by the Association in accordance with Article 4 and Article 5 hereof, including Regular Assessments, Development Area Assessments, Special Assessments and Individual Assessments.
- 1.3. “**Association**” means the HOA of Deerhaven, Inc., a Texas non-profit corporation.
- 1.4. “**Association Certificate**“ means the Certificate of Formation of the Association, which has been filed in the office of the Secretary of State of the State of Texas, as the Association Certificate may from time to time be amended.
- 1.5. “**Beneficiary**” means a mortgagee under a mortgage or a beneficiary under a deed of trust.
- 1.6. “**Board**” means the Board of Directors of the Association.
- 1.7. “**Building**” means a structure, including, without limitation, a residence, having a roof supported by columns or walls for the shelter, support or enclosure of persons or property.
- 1.8. “**Bylaws**” means the Bylaws of the Association, which may be adopted by the Board, as the Bylaws may from time to time be amended.
- 1.9. “**Common Area and Facilities**” means any Lots or other real property (including any improvements located thereon) within or benefiting the Property, which are owned, held, maintained and/or operated by the Association for the common benefit of the Property and the Owners from time to time and at any time. The Common Areas and Facilities shall include Lots and other real property (i) the Association owns in fee simple or holds an easement interest in, (ii) designated as Common Areas and Facilities by Declarant, or (iii)

designated or shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified as common areas, parkland, linear parks, greenbelt, preservation buffer, mixed use path, amenity area, walking or riding trail, Association owned Lot, detention and water quality area, drainage easement, public utility easement, or similar designations; provided, however, the Common Area and Facilities shall not include the real property designated by Declarant as "Special Common Area" in a Development Area Designation or Supplemental Declaration.

1.10. "**Declarant**" means **DEERHAVEN DEVELOPERS**, a Texas joint venture, composed of **CREM FAMILY INVESTMENTS, INC.**, a Texas S corporation and **GEORGETOWN DEERHAVEN, L.P.**, a Texas limited partnership

1.11. "**Declarant Control Period**" means the periods in which Declarant owns any portion of the Property or the real property described on **Exhibit "B"** attached hereto which lies adjacent to the Property.

1.12. "**Declaration**" means this instrument, as may be amended or supplemented from time to time.

1.13. "**Development Area**" means any part of the Property that is designated by Declarant as a Development Area in a Development Area Declaration for the purpose of enjoying special amenities, benefits or services, paying Development Area Assessments, and/or or being subject to special covenants and restrictions as provided in a Development Area Declaration. Declarant may designate and modify one or more Development Areas which may be comprised of different types of Lots and residences and may include noncontiguous Lots and property. A Lot or parcel of property may be included in more than one Development Area.

1.14. "**Development Area Assessments**" means the assessments levied against the Lots in a particular Development Area to fund the Development Area Expenses.

1.15. "**Development Area Declaration**" means any declaration executed by Declarant which may be recorded hereafter in order to designate or modify one or more Development Areas.

1.16. "**Development Area Expenses**" means the expenses, actual and estimated, that the Association incurs or expects to incur for the benefit of the Owners or Lots within a particular Development Area, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge authorized by the Association.

1.17. "**Improvement(s)**" means every structure and all appurtenances thereto of every type and kind, including, but not limited to, Buildings, residences, outbuildings, garages, storage buildings and sheds, green houses patios, sport courts and goals, swimming pools, putting greens, recreational facilities, playscapes, play and tree houses, swing sets, fences, screening walls, retaining walls, stairs, steps, porches, mailboxes, walkways, driveways, decks, landscaping, irrigation or sprinkler systems, fountains, yard decorations, signs, exterior air

conditioning, water softener fixtures or equipment, exterior lighting fixtures and equipment, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, aerials, satellite dishes, wind generators, solar collectors, rain and stormwater collection tanks, towers, equipment and facilities used in connection with water, sewer, gas, electric, telephone, television, telecommunications or other utilities.

1.18. **“Lot(s)”** means the lot or lots of land within the Property as established on the plats for the Subdivision.

1.19. **“Manager”** means the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated any of the duties, powers and functions of the Association as provided in Section 4.6(c) hereof.

1.20. **“Member”** means any person or entity who is a member of the Association. Every fee simple owner of a Lot shall be a member of the Association.

1.21. **“Mortgage”** means any mortgage or deed of trust covering any portion of the Property, including any Lot or Lots, voluntarily given by an Owner to secure the payment of a debt.

1.22. **“Owner(s)”** means any person or entity, including Declarant, holding record legal title to a fee simple interest in any portion of the Property, including any Lot or Lots, but shall not include any Beneficiary whose sole interest in the Property or a portion thereof is derived from a Mortgage.

1.23. **“Plans and Specifications”** mean any and all documents designed to guide or control the construction, alteration or removal of any Improvement, including, but not limited to, those indicating location, size, height, relationship to adjoining Lots and Buildings located thereon, shape, configuration, materials, including roofing materials, site plans, excavation plans, grading plans, foundation plans, drainage plans, landscaping plans, fencing plans, screening plans, elevation drawings, floor plans, exterior lighting plans, specifications on all building products and construction techniques, samples of exterior colors and materials, plans for utility services and all other documentation or information relevant to such construction, alteration or removal.

1.24. **“Property”** initially means that certain tract of real property described on **Exhibit “A”** attached hereto. The Property is subject to additions, annexations and withdrawals of land pursuant to a Supplemental Declaration as set forth in this Declaration.

1.25. **“Special Common Areas”** means any Lots or other real property (including any improvements located thereon) designated by Declarant in a Development Area Designation or Supplemental Declaration as common area, parkland, greenbelt, amenity area, Association owned Lot, detention and water quality, drainage easement, public utility easement, private street, private gate or entry, or similar designations which benefits one or more, but less than all, of the Lots and Owners, and is or will be conveyed, licensed or dedicated to the Association

or otherwise held by Declarant for the benefit of a Development Area and/or Owners of the Lots and property to which such Special Common Areas benefit.

1.26. **“Subdivision”** means a subdivision plat of any portion of the Property as recorded in the Official Public Records of Williamson County, Texas, and any amendments thereto or replats thereof.

1.27. **“Supplemental Declaration”** means and refers to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to (i) annex and make subject to the terms of this Declaration any other land, (ii) withdraw or remove land from this Declaration, or (iii) otherwise amend or modify this Declaration.

## 2. RESTRICTIONS

2.1. **General.** All of the Property shall be owned, encumbered, leased, used, occupied, enjoyed and conveyed subject to the limitations and restrictions set forth in this Declaration. In addition, all restrictions and plat notes on the Subdivision plats of the Property shall be complied with at all times. Upon recordation of a Supplemental Declaration in the Official Public Records of Williamson County, Texas, the land subject to the Supplemental Declaration will automatically be incorporated into and be deemed to constitute part of the Property subject to this Declaration. To the extent any portion of the Supplemental Declaration or Development Area Designation shall conflict with this Declaration, the Supplemental Declaration or Development Area Designation shall control with respect to the portion of the land subject to the Supplemental Declaration. Except for the Property, no portion of any land owned by Declarant will be subject to the terms and provisions of this Declaration until a Supplemental Declaration has been filed for such additional land in accordance with Sections 1.27 and 6.4 hereof.

2.2. **Residential Use.** All Lots (other than the Common Area and Facilities and Special Common Area) shall be improved and used solely for single family residential use and accessory uses, including, without limitation, a home, garage, fencing and such other Improvements as are necessary or customarily incident to residential use. The Common Area and Facilities and Special Common Area shall be used for roadways, utilities, stormwater detention and retention, water quality, amenities, parks, open space and similar uses necessary or customarily incident to residential use. No Improvement constructed on a Lot may be used as an apartment house, flat, lodging house or hotel, but such Improvement may be leased for single family residential purposes once per calendar year for a minimum term of six (6) months. No professional, manufacturing, industrial, business or commercial activity to which the general public is invited shall be conducted on any Lot; provided that, in connection with its development of the Property and sale of Lots, Declarant and Declarant's licensees shall have the right to maintain model homes, temporary or permanent sales, marketing and/or construction centers and offices, and conduct open houses or other marketing events to which the general public may be invited. Notwithstanding anything in this Section 2.2 or this Declaration to the contrary, Owner may conduct “discreet business activities” within a single family residence

constructed upon a Lot so long as the existence or operation of the business activity is not apparent or detectable by site, sound or smell from outside the residence; the business activity does not involve regular visitation of the Lot or door-to-door solicitation of residents of the Property; the business activity is consistent with the residential character of the Property; and the business activity does not violate any term or provision of this Declaration. Owners may conduct "garage sales" on their Lots, provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days' duration during any six (6) month period.

2.3. Construction, Alteration or Removal of Improvements. No Improvement may be constructed, altered or removed upon or from any of the Property without the prior written approval of the Architectural Committee. Any action, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, including, without limitation, its color, or which involves the removal of any Improvement or the material alteration of the landscaping plan on a Lot, shall be performed only with the prior written approval of the Architectural Committee. Except for Improvements approved by the Architectural Committee, the positioning of all Improvements upon all Lots is hereby expressly made subject to Architectural Committee review. The Architectural Committee may prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot; provided, however, notwithstanding anything to the contrary in this Declaration, the Architectural Committee, the members thereof and the Board shall not be liable to any Owner for monetary damages or otherwise due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots. No Improvement shall be allowed on any Lot that is of such size or architectural design or that involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development on the Property. All foundations for Improvements shall, to the extent possible, conform to the topography of the Lot on which the Improvement is being constructed. All Buildings constructed on the Property shall be built in place on the Lot.

2.4. Condition and Repair of Improvements and Landscaping. All Improvements upon the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. All landscaping shall at all times be kept in a neat and well-groomed condition and appearance and watered appropriately. The Board, in its sole discretion, shall determine whether the provisions of this Section 2.4 have been satisfied.

2.5. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

2.6. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and all such containers shall at all times be kept within an enclosed structure or appropriately screened from view of all adjacent property and public and private rights-of-way; provided, however, garbage containers shall be permitted to be placed outside of enclosed structures and may be removed from screened areas a maximum of two (2) times each week, for no longer than twelve (12) hours each time, for garbage collection. All construction sites shall be kept clean and orderly and no discharge of any oil, grease or other similar substances shall be permitted. All Owners must take every reasonable action to minimize dust, noise and fumes during construction activities on their Lots.

2.7. Noise; Nuisances. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or its occupants. No construction activity shall be conducted on any portion of the Property between the hours of 7:00 p.m. and 7:00 a.m. No noxious or offensive activity shall be conducted on any portion of the Property. The Board, in its sole discretion, shall determine whether an action or activity constitutes a violation of this Section 2.7.

2.8. Hazardous Activities; Fertilizers, Pesticides and Herbicides.

(a) No activities shall be conducted or allowed to exist on any portion of the Property, and no Improvements shall be constructed on the Property, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, activities that are expressly prohibited include (1) mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, earth or water, (2) the use or discharge of firecrackers or other fireworks within the Property, (3) the use or storage of liquid propane gas, gasoline, oil or any type of flammable liquids or gases in other than closed tanks within an enclosed structure or permanently screened from view; provided, however, only such liquids and gases as are customarily used for residential purposes shall be allowed on the Property, (4) any activities which may be offensive or hazardous by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion, (5) hunting, trapping and the discharge of firearms, (6) open fires in other than a contained barbecue unit for cooking purposes, while attended and in use, or within a safe and well designed interior or exterior fireplace, (7) the use of bows and arrows, crossbows, slingshots, darts or other projectile devices, or (8) the discharge or leakage of any type of hazardous or toxic chemical or material, such as oil, fertilizers, pesticides or herbicides; provided, however, only such materials as are customarily used for residential purposes shall be allowed on the Property. The foregoing notwithstanding, Declarant and the Association shall be permitted to drill and operate water wells on the Property.

(b) No fertilizers, pesticides or herbicides other than those generally available for consumer use and approved by an agency having jurisdiction for the purpose intended shall be placed, used or stored on any Lot. All Owners using any such materials shall strictly comply with all instructions provided with such materials and all applicable laws, regulations and ordinances and shall take proper precautions in placing, using and storing such materials so that such materials are contained at all times and do not result in the unnecessary discharge off of or onto any Lot.

2.9. Vehicles; Unsightly Articles.

(a) No articles deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, recreational vehicles, wagons, buses, golf carts, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. The foregoing notwithstanding, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery and construction equipment may be left on a Lot during construction on such Lot, but shall be removed as soon as such equipment is no longer needed in such construction.

(b) Passenger vehicles, motorcycles and scooters owned or used by an Owner or an Owner's guest shall not be parked or left on any portion of the Property other than in such Owner's garage or driveway for longer than twelve (12) hours at a time, and no more than two (2) passenger vehicles may be parked on the driveway or other manner as to be visible from any other portion of the Property on a day-to-day basis.

(c) No recreational equipment, including, but not limited to, sport courts, goals and nets, swing sets, playscapes, skate boards, bicycles or skate board or bicycle ramps, shall be permitted in the front yard of any residence on the Property without the express approval of the Architectural Committee. Vegetable gardens shall be permitted for household use only and shall not be permitted in the front or side yards of residences. Service areas, compost piles and facilities for hanging, drying or airing clothing or household materials shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view.

2.10. Animals. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. Only the keeping of ordinary household pets such as

dogs and cats, not to exceed three (3) each in number, is allowed. No breeding, raising, training or boarding animals for hire or remuneration is permitted on any Lot. All pets permitted by this Declaration to be kept on a Lot shall at all times be properly vaccinated, neutered or spayed and cared for. No kennel, dog run or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No pit bull terriers or other dangerous breed of dogs or any animal considered dangerous as determined by the Board in its sole discretion may be kept on any Lot for any period of time. All Owners shall take every reasonable action to ensure that their dogs do not create a nuisance by barking or other action. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all time. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. Animals shall be allowed to leave the Owner's Lot only when kept on a leash.

2.11. Underground Utility Lines. No utility lines or wires, including, but not limited to, wires or other devices for the communication or transmission of telephone, electric current or power or cable television, shall be erected, placed or maintained in or upon any Lot unless the same shall be contained in conduit or cables that are installed and maintained underground or that are concealed in, under or on Buildings; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utility lines and wires shall be included in the Plans and Specifications for all Improvements.

2.12. Exterior Lighting. Exterior lighting or illumination of Improvements, Buildings, yards, landscaping and parking areas shall be designed and installed with adequate top and side shielding to avoid visible glare (direct or reflected) onto other Lots. Christmas and other holiday lights shall be permitted without the prior approval of the Architectural Committee from December 1<sup>st</sup> to January 5<sup>th</sup> of each year. All Christmas and other holiday lights must be removed by January 15<sup>th</sup>. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or occupant of any Lot. The Architectural Committee, in its sole discretion, shall determine whether the provisions of this Section 2.12 have been satisfied.

2.13. Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot. 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 reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a

temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction.

2.14. Unfinished Structures. No Improvement shall remain unfinished for more than one (1) year after the same has been commenced.

2.15. Liability of Owners for Damage to Common Area and Facilities. No Owner shall in any way alter, modify, add to or otherwise perform any work whatsoever upon any Common Area or Facilities and Special Common Areas. The Owner of each Lot shall be liable to the Association for all damages to: (i) the Common Area and Facilities or Special Common Areas or any Improvements constructed thereon or (ii) to any Improvements constructed upon any Lot, the maintenance of which has been assumed by the Association, which damage is caused by the neglect, misuse or negligence of such Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee. The full cost of all repairs of such damage shall be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided in this Declaration. In the event an Owner or any tenant or other occupant of such Owner's Lot or such Owner's guest or invitee repeatedly violate the rules established by the Board for the use of the Common Area and Facilities or Special Common Areas, the Association may thereafter prohibit the use of the Common Area or Facilities or Special Common Areas by such Owner or tenant or other occupant of such Owner's Lot or such Owner's guest or invitee.

2.16. Compliance with Provisions of this Declaration and Applicable Laws. Each Owner shall comply strictly with the provisions of this Declaration and all applicable laws, statutes, ordinances and regulations. Any conflict between the requirements of this Declaration and any such applicable laws, statutes, ordinances and regulations shall be construed to require that the more restrictive requirements shall be adhered to by the Owners. Failure to comply with any provision of this Declaration shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover the sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by Declarant or an aggrieved Owner. The Board or Declarant shall determine, in their sole discretion, whether the provisions of this Declaration have been satisfied. Nothing contained herein shall relieve any Owner from complying with all applicable laws, statutes, ordinances and regulations. All Owners shall be obligated to obtain all necessary building permits, certificates of occupancy and other similar governmental permits and approvals required by all applicable laws, statutes, ordinances and regulations.

### 3.

#### ARCHITECTURAL COMMITTEE

##### 3.1. Membership and Duties of Architectural Committee.

(a) The Architectural Committee shall be composed of one (1) to three (3) persons, as designated by Declarant or the Board as provided below. Members of the Architectural Committee need not be Members of the Association. The following persons

are hereby designated as the initial members of the Architectural Committee: Troy Hellmann and Chad Baccus.

(b) The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board. The Architectural Committee shall review Plans and Specifications submitted for its review and such other information as it may require relating to the question of whether any proposed Improvement would unreasonably obstruct the view from other portions of the Property. The Architectural Committee shall have the authority to approve or disapprove any proposed Improvement based upon the terms of this Declaration and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for inspecting any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval of any Improvement as to structural safety, engineering soundness or conformance with any building or other codes.

3.2. Term. Each member of the Architectural Committee shall hold office for a period of two (2) years or until such time as he or she has resigned or has been removed.

3.3. Declarant's Rights of Appointment. Except as provided below, Declarant, its successors and assigns, shall have the sole right to appoint and remove all members of the Architectural Committee during the Declarant Control Period. The Board shall have the right to appoint and remove all members of the Architectural Committee (i) upon the delegation of this right by Declarant to the Board by written instrument or (ii) during such times as the Declarant Control Period is not in effect.

3.4. Review of Construction, Alteration or Removal of Improvements.

(a) Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, materials, construction samples and other information which it considers, in its sole discretion, to be relevant. Prior to commencement of any construction, alteration or removal of any Improvement on any Lot, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction, alteration or removal thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. All such construction, alteration or removal shall conform to the approved Plans and Specifications.

(b) Each Owner should consult with the Architectural Committee about such Owner's general plans for an Improvement prior to completion of Plans and Specifications. Declarant and the Architectural Committee may, but are not obligated to, adopt, modify or supplement, from time to time, "**Design Guidelines**" to establish the standards for design, construction, landscape and hardscape for Lots and Development Areas. In the event of any conflict between the provisions of any Design Guidelines and this Declaration, a

Supplemental Declaration, or a Development Area Designation, the provisions of this Declaration, a Supplemental Declaration, or a Development Area Designation shall control.

(c) No improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color, schemes, exterior finishes and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith.

(d) If the Architectural Committee fails to act on any Plans and Specifications submitted to it within sixty (60) days after receipt by the Architectural Committee of all information requested by it in connection with such Plans and Specifications or required by this Declaration, approval of the matters submitted to it shall be presumed.

(e) The Board shall establish and may thereafter amend from time to time an application fee that shall be paid by each Owner at the time of submittal of any application and Plans and Specifications to the Architectural Committee. Such fee shall not exceed the reasonable costs and expenses of the Board and the Architectural Committee (including costs of hiring third party architects and other consultants) for the processing and review of Plans and Specifications. The Board or Architectural Committee may, but is not obligated to, adopt additional procedural and substantive rules and guidelines as it may deem necessary or appropriate in connection with the performance of its duties hereunder, provided such additional rules and guidelines shall not conflict with this Declaration.

(f) Any proper approval of Plans and Specifications or grant of waiver or variance pursuant to this Declaration shall be valid for a period of one hundred eighty (180) days only.

3.5. Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Committee taken at a meeting shall constitute an act of the Architectural Committee. In the event that the members of the Architectural Committee cannot agree by majority vote on any matter submitted to them, the Board may elect to consider and decide such matter. In the event the members of the Architectural Committee and the Board do not agree and decide any such matter submitted to the Architectural Committee, the matter may be raised at any meeting of the Members of the Association and decided by a majority of those present, provided that a quorum is present.

3.6. Permitted Waivers and Variances. The Architectural Committee may grant such waivers of and variances from compliance with any of the restrictions contained in this Declaration as it considers appropriate based upon the quality and design of a proposed

Improvement. Additionally, during the Declarant Control Period, Declarant may grant such waivers and variances from compliance with any of the restrictions contained in this Declaration as it considers appropriate based upon the quality and design of a proposed Improvement. All waivers and variances must be evidenced in writing and approved by the Architectural Committee or Declarant.

3.7. No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee or Declarant shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different Owner. The granting of any waivers and variances shall not operate to waive or amend any of the terms and provisions of this Declaration for any purpose except as to the particular work done or proposed and in the particular instance covered by the variance, and such waiver or variance will not be considered to establish a precedent for any future waiver, variance, amendment or approval of similar matters or of the terms and provisions of this Declaration.

3.8. Nonconforming or Unapproved Improvements. The Architectural Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications. The Architectural Committee may require any Owner to restore such Owner's Lot to the condition existing prior to construction, alteration or removal of any Improvement thereon, including, without limitation, the demolition and removal of any unapproved or nonconforming Improvement, if such Improvement was constructed or altered in violation of this Article 3. In addition, the Architectural Committee may, but has no obligation to, cause such restoration, demolition and removal of any such Improvement, and levy the amount of the cost thereof as a special Individual Assessment (defined below) against the Lot upon which such unapproved or nonconforming Improvement was constructed or altered.

3.9. Nonliability of Architectural Committee, Board and Declarant. Notwithstanding anything to the contrary in this Declaration, neither Declarant, nor the Architectural Committee nor the members thereof, nor the Board nor the members thereof, shall be liable in any way to any Owner or any other third party due to (i) the construction of any Improvement within the Property, (ii) the compliance of any Owner's Plans and Specifications or Improvements with applicable governmental laws, ordinances and codes or this Declaration, (iii) the creation of an obstruction to the view from an Owner's Lot or Lots, or (iv) any other act or omission of the Architectural Committee, Declarant, the Board or their respective members in connection with this Declaration, the Lots or the Property.

3.10. Address. Plans and Specifications shall be submitted to the Architectural Committee, Attention: Deerhaven Architectural Committee, 801 S. Main St. Georgetown, TX 78626, or such other address as may be designated from time to time in writing by the Architectural Committee.

## 4.

**THE ASSOCIATION**

4.1. Organization. The Association is a non-profit corporation created by Declarant for the purposes, and charged with the duties and vested with the powers, prescribed by law and set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2. Membership. Any person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to such property interest.

4.3. Voting Rights. The Owner of each Lot shall have the right to cast one (1) vote for each Lot so owned on all matters to be voted on by the Members.

4.4. Election of Board Directors. Except as provided below, Declarant shall have the sole and absolute right to appoint and remove all members of the Board during the Declarant Control Period. The Members shall have the right to appoint and remove the members of the Board at a meeting of the Members of the Association decided by a majority of those present, provided that a quorum is present (i) after the delegation of this right by Declarant to the Members by written instrument or (ii) during such times as the Declarant Control Period is not in effect. Notwithstanding the foregoing, in accordance with all applicable statutes, these Declarations shall not prohibit Members from voting in a director's election or other applicable matters, and shall allow Members to elect 1/3 of directors upon the 10-year anniversary, while allowing the maximum Declarant control allowed by law, and the Association's bylaws shall be amended or revised as needed to comply with state law.

4.5. Duties of the Association. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

(a) To accept, own, operate and maintain all Common Areas and Facilities and Special Common Areas which may be conveyed, licensed or leased to it by Declarant or third parties with Declarant's consent, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real or personal, conveyed, licensed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association property owned by or licensed or leased to the Association.

(b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to Common Area and Facilities, Special Common Areas or any

other property owned by or leased to the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(c) To obtain and maintain in effect policies of insurance which, in the Board's judgment, are reasonably necessary or appropriate to carry out the Association functions.

(d) To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(e) To keep books and records of the Association's affairs.

(f) To improve, maintain, repair, replace, clean, inspect and protect any real property owned by the Association and landscape easements, sign easements, postal easements, drainage easements or any other easements ever granted to the Association, including all improvements, landscaping and equipment located therein or thereon.

(g) To carry out and enforce all duties of the Association set forth in this Declaration.

4.6. Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation and a Texas property owners' association, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two (2) preceding sentences, the Association and the Board acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) To levy Assessments as provided in Article 5 below.

(b) To enter at any time in an emergency, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot or into any Improvement thereon, for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot or Improvement and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be secured immediately by a lien upon the Lot entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 5 hereof for regular and special Assessments. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASONS OF THE ASSOCIATION'S ACTS PURSUANT TO THIS SECTION 4.6, EVEN IF CAUSED BY THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH, EXCEPT TO

THE EXTENT ANY SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY OR CLAIM IS CAUSED BY THE ASSOCIATION'S ACTUAL GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its agents, attorneys, contractors, successors or assigns.

(c) To retain and pay for the services of a Manager to manage and operate the Association, to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any duties, powers and functions to the Manager. The Members hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(d) To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(e) To establish accounts into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association.

(f) To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of this Declaration.

(g) To enter into contracts with Declarant and with other parties on such terms and provisions as the Board shall determine, and to acquire and own, and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

(h) To adopt and amend rules regarding the use of the Common Areas and Facilities and Special Common Areas.

4.7. Power to Indemnify and to Purchase Indemnity Insurance. The Association shall indemnify a director or officer of the Association against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person to the maximum extent permitted by the Texas Business Organizations Code, as may from time to time be amended or superseded. Further, the Association may indemnify and/or reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person, other than any person who is a director of the Association, who is or was an officer, attorney, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer,

proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or, in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of this Section 4.7 shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of Members or otherwise.

## 5. ASSESSMENTS

### 5.1. Assessments.

(a) The Association may from time to time levy Assessments against each Owner and each Lot. Except as specifically provided otherwise in this Declaration, the amount of Assessments shall be equal and uniform among all Lots. Any provision herein to the contrary notwithstanding, Declarant and Lots and land owned by Declarant or the Association are exempt from the payment of Assessments.

(b) The Assessments shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the Owners, the maintenance and improvement of the Lots, Development Areas, Common Areas and Facilities, Special Common Areas, and for carrying out the purposes of the Association as stated in this Declaration or as otherwise provided in the Certificate of Formation of the Association.

(c) Where an Owner's obligation to pay Assessments first arises after the commencement of the year or other period for which an Assessment was levied, such Assessment shall be in a prorated amount proportionate to the fraction of the year or other period remaining after said date.

(d) Each purchaser of any Lot, by acceptance of a deed therefor, shall be deemed to covenant to pay to the Association each Assessment levied hereunder against such Lot, whether or not such covenant shall be expressed in any such deed or other conveyance. Each unpaid Assessment, together with interest thereon and costs and expenses of collection thereof, including, without limitation, reasonable attorneys' fees, as hereinafter provided, shall be the personal obligation and debt of the Owner of the Lot against which the Assessment was levied.

(e) The obligation to pay Assessments levied by the Association hereunder is part of the purchase price of each Lot when sold to an Owner. An express vendor's lien is hereby retained to secure the payment of each and every Assessment levied hereunder as well as all interest thereon as provided in Section 5.6 below and the costs and expenses of collection thereof, including reasonable attorneys' fees, and each such vendor's lien is hereby transferred and assigned to the Association, each such vendor's lien to be superior and paramount to any homestead or other exemption provided by law. The Association

may enforce the payment of Assessments in accordance with the provisions of this Article 5.

(f) Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof will be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

5.2. Regular Annual Assessments. Prior to the beginning of each fiscal year for the Association, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund ("**Regular Assessments**"). Regular Assessments sufficient to pay such estimated net expenses shall then be levied by the Association as herein provided, and the amount of such Regular Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All Regular Assessments shall be due and payable to the Association in equal monthly installments on or before the first (1<sup>st</sup>) day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. The Owner of a Lot shall pay only one-half (1/2) of the then current Regular Assessment until construction of a residence commences on such Lot. "**Construction**" for such purposes shall be deemed to be the issuance of a building permit for a residence on the Lot together with initial site clearing of the Lot.

5.3. Development Area Assessments. Prior to the beginning of each fiscal year for the Association, the Board shall estimate the Development Area Expenses, if any, to be incurred by the Association during such year in performing its functions under this Declaration relating to Development Areas or Special Common Areas, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund to determine the Development Area Assessments. Assessments sufficient to pay such estimated net Development Area Expenses and replacement reserve funds shall then be levied by the Association as herein provided against the Owners of the Lots designated by Declarant to benefit from the Development Areas or Special Common Areas, and the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such Development Area Assessments shall be due and payable to the Association at the beginning of the fiscal year for the Association for which such Assessments are payable, or during such fiscal year in equal monthly installments on or before the first (1<sup>st</sup>) day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.4. Special Assessments. In addition to the Regular Assessments and Development Area Assessments provided for above, the Association may levy special Assessments (“**Special Assessments**”) whenever in the Board's sole opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any Special Assessments shall be determined by the Board in its sole discretion and shall be due and payable in any manner as the Board may designate.

5.5. Individual Assessments. In addition to any other Assessments, the Board may levy “**Individual Assessments**” against an Owner and the Owner's Lot. Individual Assessments may include Assessments due upon the transfer of ownership of a Lot subject to the following limitations: At each closing of the purchase of a Lot from Declarant, the purchaser shall pay to the Association an Individual Assessment of Two Hundred and No/100 Dollars (\$200.00) per Lot. At the time of each subsequent conveyance of such Lot, an Individual Assessment shall be payable to the Association equal to two (2) times the then current regular monthly Assessment. In addition, Individual Assessments may include working capital fee contributions, fees for review of Plans and Specifications submitted by an Owner to the Architectural Committee; fees or charges levied by the Association on a per-Lot basis; pass through expenses for services to Lots or Owners provided by the Association and which are equitably paid by each Lot according to the benefits received; fines for violations of this Declaration; late charges, interest and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Declaration; and reimbursement for damage or waste caused by willful misconduct or negligent acts of the Owner or the Owners' guest, invitees or residents.

5.6. Owner's Personal Obligation for Payment of Assessments. Each Assessment provided for herein shall be the personal and individual debt of the Owner of the Lot against which such Assessment was levied. No Owner, other than Declarant, may exempt himself from personal liability for such Assessments. In the event of default in the payment of any Assessment, the Owner of the Lot against which such Assessment was levied shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of one and one-half percent [1.5%] per month) together with all costs and expenses of collection, including, without limitation, reasonable attorneys' fees.

5.7. Assessment Lien and Foreclosure. **To the extent the following does not comply with applicable local, state, or federal law, the following provisions shall be amended or revised to comply with all applicable rules, ordinances, and statutes:**

(a) The payment of each unpaid Assessment levied hereunder together with interest thereon as provided in Section 5.6 above and the costs and expenses of collection thereof, including reasonable attorneys' fees, as herein provided, is secured by a continuing lien and charge on the Lot against which such Assessment was levied. Such lien for payment of Assessments shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns, and shall be superior to all other liens and charges against such Lot, except only for tax liens, and all sums unpaid on any first lien Mortgage securing sums borrowed for the purchase or improvement of such

Lot, provided such Mortgage was recorded in the Official Public Records of Williamson County, Texas, before such Assessment was due. The Association shall have the power, in the Board's sole and absolute discretion, to subordinate the aforesaid lien for payment of Assessments to any other lien. Any such subordination shall be signed by an officer of the Association and recorded in the Official Public Records of Williamson County, Texas. Upon the written request of any Beneficiary holding a lien on any Lot that is superior to the lien for payment of Assessments as provided herein, the Association shall report to said Beneficiary the amount of any Assessments levied against such Lot remaining unpaid for a period of more than thirty (30) days after the same are due.

(b) This Declaration alone evidences the aforesaid lien for payment of Assessments. The Association may also from time to time prepare written notices of Assessment liens setting forth the amount of the unpaid indebtedness, a description of the Lot encumbered by the lien and the name of the Owner of such Lot. Such notices shall be signed by one of the officers of the Association and shall be recorded in the Official Public Records of Williamson County, Texas. The aforesaid lien for payment of Assessments shall attach with the priority set forth above from the date the payment of such Assessments becomes delinquent. The Association may enforce such lien by all lawful means, including, without limitation, by a foreclosure sale of the defaulting Owner's Lot in like manner as a foreclosure of a mortgage or contractual lien on real property as provided in Section 51.002 of the Texas Property Code, as the same may be amended or modified, or the Association may institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for the judicial foreclosure of the aforesaid lien. The Owner of the affected Lot shall be required to pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Association in connection with any foreclosure proceeding, whether judicial or non-judicial. The Association shall have the power to bid on any Lot at any foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(c) The liens for payment of Assessments provided for herein shall not be affected or extinguished by the sale or transfer of any Lot, whether by judicial or non-judicial foreclosure sale or otherwise; provided, however, that in the event of foreclosure of any first lien Mortgage superior to the lien for the delinquent Assessment, the lien for the delinquent Assessment will be extinguished, and the delinquent Assessment shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the first lien Mortgage. The extinguishing of any lien for payment of Assessments as herein provided will not relieve any Owner from the obligation to pay Assessments subsequently becoming due and payable.

## 6.

### DEVELOPMENT AND DECLARANT RIGHTS

6.1. Exemption of Declarant. Anything in this Declaration to the contrary notwithstanding, neither Declarant, the Lots, nor any other land owned by Declarant, nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Board, the Association or the Architectural Committee. Without in any

way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade; to construct and alter drainage patterns and facilities; to construct any and all types of Improvements, homes, sales and leasing offices and similar facilities; and to post signs incidental to construction, sales and leasing anywhere within the Property.

6.2. Reserved Easements. Declarant hereby reserves easements upon, across, over and under all of the Property and Lots for the purposes of installing, replacing, repairing, maintaining and removing all (i) roadways, (ii) stormwater drainage, detention, retention and discharge infrastructure and (iii) utility lines and facilities of any kind, including, but not limited to, electric, water, wastewater, gas and telecommunications lines and appurtenances thereto, and providing access thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service line or other utility facilities or appurtenances thereto, on, above, across and under the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section 6.2, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the plat of the Property, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

6.3. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and as shown on the plat of the Property. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and the prior written approval of the Architectural Committee is obtained. The surface area of easement areas for underground utility services shall be maintained by the Owner of the Lot which such easement overlays and such Owner may use the surface of such easement areas for planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

6.4. Additional Land. Declarant may, at any time and from time to time, add other land in proximity to the Property, and upon the filing of a Supplemental Declaration, this Declaration and the covenants, conditions, restrictions and obligations set forth herein (as modified or amended by the covenants, conditions, restrictions and obligations, if any, set forth in a Supplemental Declaration affecting such other land), and the rights, privileges,

duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the Property originally covered by this Declaration. In order to add other land to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Williamson County, Texas, a Supplemental Declaration containing the following provisions: (a) a reference to this Declaration, which reference shall state the document number of the Williamson County Official Public Records wherein this Declaration is recorded; (b) a statement that the provisions of this Declaration shall apply to the other land, as applicable and (c) a legal description of the additional land.

6.5. Withdrawal of Land. Declarant may at any time and from time to time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portions of the Property that are either (i) owned by Declarant or (ii) owned by parties other than Declarant, provided that Declarant obtains the unanimous written consent of the owners of such portions of the Property. Upon any such withdrawal and removal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn or removed. In order to withdraw or remove portions of the Property hereunder, Declarant shall be required only to record in the Official Public Records of Williamson County, Texas, a Notice of Withdrawal of Land containing the following provisions: (a) a reference to this Declaration, which reference shall state the document number of the Williamson County Official Public Records wherein this Declaration is recorded; (b) a statement that the provisions of this Declaration shall no longer apply to the withdrawn portion of Property and (c) a legal description of the withdrawn portion of the Property.

6.6. Development Area Designations. Declarant may at any time and from time to time, designate portions of the Property as Development Areas for the purpose of enjoying special amenities, benefits or services, paying Development Area Assessments, and/or or being subject to special covenants and restrictions as provided in a Development Area Declaration. In order to subject property to a Development Area Designation, Declarant shall be required only to record in the Official Public Records of Williamson County, Texas, a Development Area Declaration containing the following provisions: (a) a reference to this Declaration, which reference shall state the document number of the Williamson County Official Public Records wherein this Declaration is recorded; and (b) a legal description of the additional land. Declarant may designate and modify one or more Development Areas which may be comprised of different types of Lots and residences and may include noncontiguous Lots and property. A Lot or parcel of property may be included in more than one Development Area.

6.7. Assignment of Declarant Rights. Anything in this Declaration to the contrary notwithstanding, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant, recorded in the Official Public Records of Williamson County, Texas. In the event of any partial assignment by Declarant of any of its privileges, exemptions, rights and duties under this Declaration, Declarant shall

continue to remain responsible and liable for all its obligations and duties under this Declaration until such time as Declarant has completed a full assignment of all of its privileges, exemptions, rights and duties under this Declaration to any other person or entity. The mere conveyance of a portion of the Property without such a written, recorded assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

## 7.

### MISCELLANEOUS

7.1. Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall continue in force and effect until January 1, 2060, unless terminated as herein provided. After January 1, 2060, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Declarant (if during the Declarant Control Period) and the Owners of at least seventy-five percent (75%) of the Lots.

7.2. Amendment.

(a) During the Declarant Control Period, this Declaration may be amended by Declarant in its sole and absolute discretion in an instrument setting forth the amendment, which shall be executed by Declarant, acknowledged and recorded in the Official Public Records of Williamson County, Texas.

(b) The Owners entitled to cast at least two thirds (2/3) of the number of votes in the Association entitled to be cast pursuant to Section 4.3 above may amend this Declaration, but only (i) after the delegation of this right by Declarant to the Owners by written instrument or (ii) during such times as the Declarant Control Period is not in effect. Such amendment by the Owners shall be effective upon recording an instrument setting forth the amendment and a certification that such amendment has been approved by the requisite number of votes, which shall be executed by the President and Secretary of the Association, acknowledged, and recorded in the Official Public Records of Williamson County, Texas.

7.3. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

7.4. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail,

it shall be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address given by such person to the Association for the purposes of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

7.5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

7.6. Enforcement and Nonwaiver.

(a) Except as otherwise provided in Article 8 or any other provision of this Declaration, any Owner at his own expense, Declarant or the Board shall have the right to enforce the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach or threatened breach of any such provision.

(b) Every act of omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined by any Owner (at his own expense), Declarant or the Board.

(c) Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

(d) The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

(e) The Association shall have the right, when appropriate in its judgment, to claim and impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right under, or effect compliance with, this Declaration.

7.7. Construction.

(a) The provisions of this Declaration shall be deemed independent and severable. If any clause or provision of this Declaration is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in such event, it is the intention that the remainder of this Declaration shall not be affected thereby, and that in lieu of each such clause or provision of this Declaration

that is illegal, invalid or unenforceable, this Declaration be reformed to automatically add as a part of this Declaration a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(b) Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(c) All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

## 8.

### DISPUTE RESOLUTION

8.1. Encouragement of Alternative Dispute Resolution. Declarant, the Association and its officers, directors and agents, the Architectural Committee and each party subject to this Declaration (individually, a “**Party**,” and collectively, the “**Parties**”) acknowledge and agree that it is in the best interest of all Parties to encourage the amicable resolution of disputes, controversies and claims involving the Property without the costs of litigation. Each of the Parties agree not to file suit in any court regarding a Claim unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in this Article 8 and processed such Claim in a good faith effort to resolve such Claim.

8.2. Alternative Dispute Resolution Claims. The term “**Claim(s)**” shall mean any dispute, controversy or claim arising out of or relating to (a) the interpretation, application or enforcement of this Declaration, any Supplemental Declaration, any Design Guidelines, the Association Certificate, the Bylaws, and the rules and regulations for the Property adopted by the Board (collectively, the “**Declaration and Association Documents**”; (b) the rights, obligations and duties of any Party under the Declaration and Association Documents and (c) the design or construction of Improvements within the Property.

8.3. Exempt Claims and Actions. Any provision to the contrary notwithstanding, the following “**Exempt Claims and Actions**” shall not be considered Claims and are not subject to the limitations and requirements to participate in the alternative dispute resolution procedures set forth in this Article 8: (i) any suit by the Association to collect Assessments or other amounts due from any Owner, (ii) any action or judicial or non-judicial procedure to foreclose the liens created by this Declaration; (iii) any suit by the Association or Declarant to enforce the terms of this Declaration or preserve the Association's ability to enforce this Declaration; (iv) any suit in which any indispensable party is not a Party; and (v) any suit filed within thirty (30) days prior to the expiration of an applicable statute of limitations for the applicable Claim. Any attempt to resolve the Exempt Claims and Actions through alternative dispute resolution procedures shall not be deemed a waiver of, and a party shall not be deemed estopped from exercising, the right of such party to institute any action at law or equity to resolve such Exempt Claims and Actions.

8.4. Alternative Dispute Resolution Procedures.

(a) Notice. The Party asserting a Claim (“**Claimant**”) against another Party (“**Respondent**”) shall give written notice to each Respondent plainly stating: the nature of the Claim, the parties involved, the legal basis of and authority for the Claim, and Claimant's proposed resolution or remedy.

(b) Negotiation. Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by reasonable and good faith negotiations. The Board may, but shall not be obligated to, appoint a representative to assist the Parties in negotiating a resolution of the Claim.

(c) Mediation. If the applicable Parties have not resolved the Claim through negotiation within thirty (30) days after delivery of the notice of claim (or such other negotiation period as the parties may agree upon), Claimant will have thirty (30) days thereafter to submit the Claim to mediation by an impartial person or entity designated by the Association; provided if the Association is a party to the Claim, the Association shall designate an impartial party not personally acquainted with the Board or the officers of the Association. Each Party shall bear its own costs of the mediation, including its attorneys' fees. Each Claimant and Respondent party shall share equally all reasonable fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the applicable Parties.

8.5. Litigation. If the applicable Parties have not resolved the Claim through mediation within thirty (30) days after submittal to the mediator, the Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim.

8.6. WAIVER OF JURY TRIAL. EACH OF THE PARTIES WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS DECLARATION. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

EXECUTED to be EFFECTIVE as of May 9<sup>th</sup>, 2016.

**DECLARANT:**

**DEERHAVEN DEVELOPERS, a Texas joint venture, composed of CREM FAMILY INVESTMENTS, INC., a Texas S corporation and GEORGETOWN DEERHAVEN, L.P., a Texas limited partnership**

By: **CREM FAMILY INVESTMENTS, INC., a Texas S corporation**

By: *[Signature]*  
Chad Baccus, Member/Manager

Address:  
100 Congress Avenue, Suite 780  
Austin, Texas 78701

By: **GEORGETOWN DEERHAVEN, L.P., a Texas limited partnership**

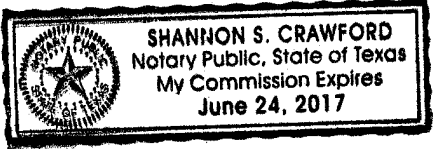
By: *[Signature]*  
Troy Hellmann, Member/Manager

Address:  
801 S. Main St.  
Georgetown, TX 78626

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on May 11, 201~~1~~<sup>16 SSC</sup>, by **Chad Baccus**, as Member/Manager of **CREM FAMILY INVESTMENTS, INC.**, a Texas S corporation, and **Troy Hellmann** as Member/Manager of **GEORGETOWN DEERHAVEN, L.P.**, a Texas limited partnership, as members of **DEERHAVEN DEVELOPERS**, a Texas joint venture, composed of **CREM FAMILY INVESTMENTS, INC.**, a Texas S corporation and **GEORGETOWN DEERHAVEN, L.P.**, a Texas limited partnership.

*Shannon S. Crawford*  
NOTARY PUBLIC, State of Texas



**EXHIBIT "A"**

## EXHIBIT "A"

County: Williamson  
Project: City of Georgetown  
Half AVO: 30001

Page 1 of 3  
5/12/2014

DESCRIPTION FOR CITY OF GEORGETOWN, TEXAS,  
PROPOSED RESIDENTIAL ZONING AREA (RS)

BEING A 29.61 ACRES TRACT SITUATED IN THE D.WRIGHT SURVEY, ABSTRACT NUMBER 13, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 107.09 ACRES TRACT DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN TO MILTON LIESE AND RECORDED IN VOLUME 505, PAGE 231 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found for the southeast corner of Lot 1, Faith Lutheran Church, Phase Two, a subdivision according to the plat of record in Cabinet W, Slide 251 of said Plat Records of Williamson County, Texas same being the **POINT OF BEGINNING** of the tract described herein;

**THENCE** with the east line of said Lot 1, Faith Lutheran Church, Phase Two, and the east line of Lot 1, Block 1, Faith Lutheran Church, a subdivision according to the plat of record in Cabinet G, Slides 29-30 of said Plat Records of Williamson County, Texas, N27°33'01"E, passing at a distance of 615.28 feet a 1/2-inch iron rod found in concrete for the northeast corner of said Lot 1, Faith Lutheran Church, Phase Two, same being the southeast corner of said Lot 1, Block 1, Faith Lutheran Church, and continuing in all a distance of 944.40 feet;

**THENCE** leaving said east line of Lot 1, Faith Lutheran Church, crossing said 107.09 acres tract, N27°14'36"E a distance of 1456.02 feet to a point in the east line of said 107.09 acres tract and the west line of San Gabriel Estates, a subdivision according to the plat of record in Cabinet A, Slide 365 of said Plat Records of Williamson County, Texas;

**THENCE** with said east line of the 107.09 acres tract and the west line of San Gabriel Estates, S27°14'36"W a distance of 709.75 feet a 1/2-inch iron rod found for the southwest corner of Lot 13, said San Gabriel Estates, same being the northwest corner of Oak Ridge Subdivision, a subdivision according to the plat of record in Cabinet B, Slide 287 of said Plat Records of Williamson County, Texas, and being an angle point in said east line of the 107.09 acres tract,

**THENCE** continuing with said east line of the 107.09 acres tract, same being the west line of said Oak Ridge Subdivision, S26°53'01"W a distance of 120.56 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of Booty's Crossing Road, a varying width right-of-way (no record information found) with said east line of the 107.09 acres tract, for the southwest corner of said Oak Ridge Subdivision, bears S26°53'01"W a distance of 1,000.45 feet;

EXHIBIT " \_ "

County: Williamson  
Project: City of Georgetown  
Half AVO: 30001

Page 2 of 3  
5/12/2014

DESCRIPTION FOR CITY OF GEORGETOWN, TEXAS,  
PROPOSED RESIDENTIAL ZONING AREA (RS)

**THENCE** leaving said east line of the 107.09 acres tract and said west line of Oak Ridge Subdivision, crossing said 107.09 acres tract, N62°22'30"W a distance of 1,456.59 feet to said **POINT OF BEGINNING** and containing 29.61 acres.

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00014.

This survey was prepared without the benefit of a title commitment or report. The surveyor has not abstracted the subject property, nor has made any independent investigation or search for easements of record, restrictive covenants, or any other encumbrances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

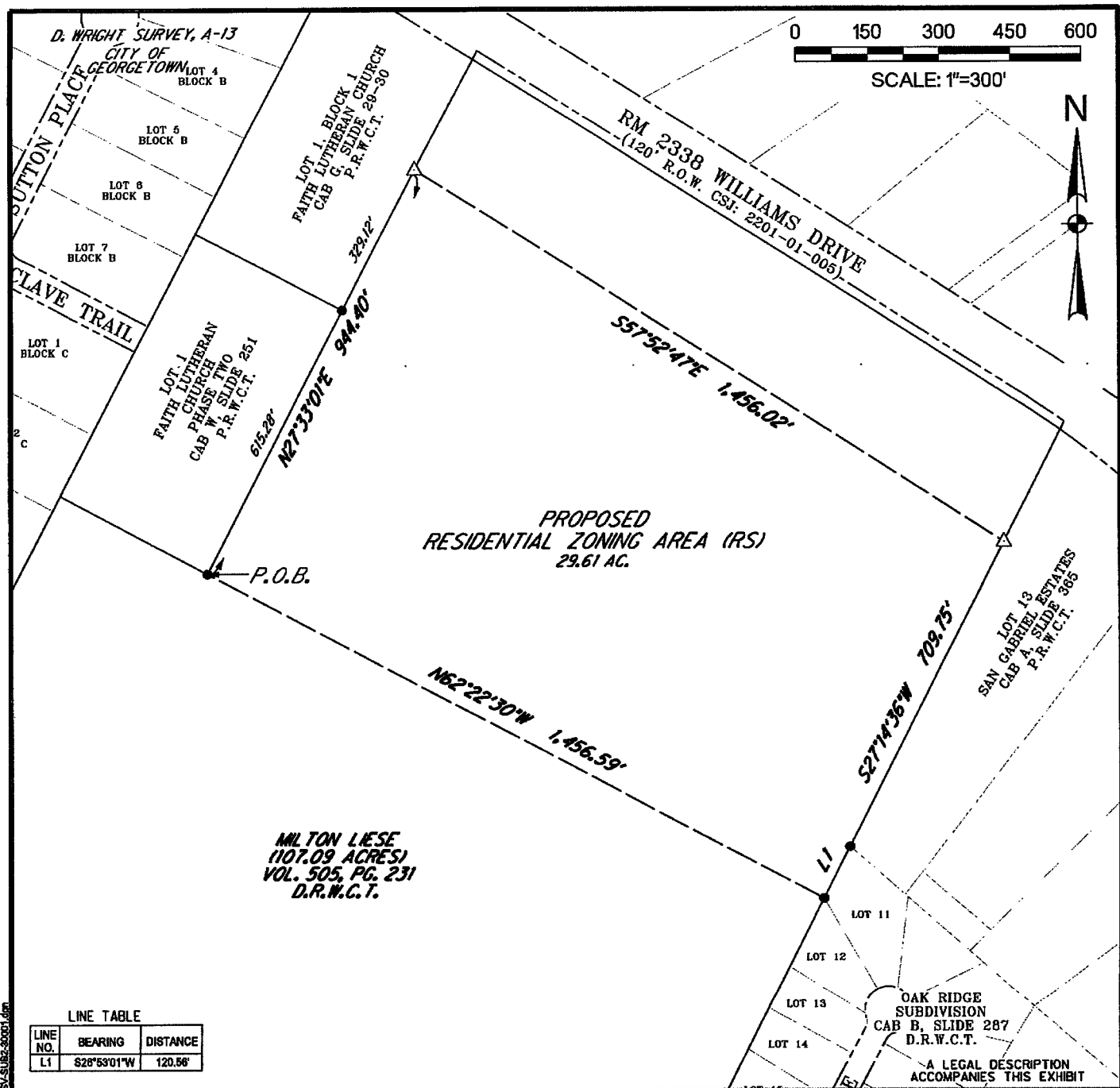
  
\_\_\_\_\_  
Dan H. Clark, R.P.L.S.

Registered Professional Land Surveyor  
Texas Registration No. 6011  
Half Associates, Inc.,  
TBPLS Firm No. 10029605

Two Sierra Way, Suite 105, Georgetown, Texas 78626, 512-942-6232

5/12/2014  
Date





LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S28°53'01"W	120.58'

**PROPOSED RESIDENTIAL ZONING (RS)**  
**TO THE**  
**CITY OF GEORGETOWN**  
**IN THE**  
**D. WRIGHT SURVEY**  
**ABSTRACT NO. 13**  
**WILLIAMSON COUNTY, TEXAS**

- PROPOSED BOUNDARY LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING CITY LIMIT LINE
- △ CALCULATED POINT
- ⊠ TxDOT BRASS DISK FOUND IN CONCRETE
- 1/2-INCH IRON ROD FOUND (UNLESS NOTED)
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ( ) DENOTES RECORD CALLS FROM ORDINANCE NO. 2005-95

A LEGAL DESCRIPTION ACCOMPANIES THIS EXHIBIT

5/12/2014 1:48:47 PM ac2172 HALFF I:\3000\30001\CADD\Survey\SV-SUB2-30001.dgn



TWO SIERRA WAY, STE 105, GEORGETOWN, TX (512) 942-6232  
TBPLS FIRM NO. 10029605

DGN: SV-SUB2-30001.dgn

AVO: 30001

DATE: 5/12/2014

PAGE NO.: 3 OF 3

**EXHIBIT "B"**

**THE ADJACENT PROPERTY**

## EXHIBIT "B" - 1

County: Williamson  
Project: City of Georgetown  
Half AVO: 30001

Page 1 of 3  
6/11/2014

DESCRIPTION FOR CITY OF GEORGETOWN, TEXAS,  
PROPOSED COMMERCIAL ZONING AREA (C-3)

BEING A 2.13 ACRES TRACT SITUATED IN THE D.WRIGHT SURVEY, ABSTRACT NUMBER 13, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 107.09 ACRES TRACT DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN TO MILTON LIESE AND RECORDED IN VOLUME 505, PAGE 231 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a Texas Department of Transportation Type II monument set in concrete found for a point of curvature to the right in the south right-of-way line of Ranch-to-Market Highway No. 2338 (RM2338), a 120-foot wide right-of-way according to TxDOT CSJ No. 2211-01-005, same being the south line of a called 0.6681 acre tract to the State of Texas and recorded in Volume 1630, Page 310 of the Deed Records of Williamson County, Texas

**THENCE** with the arc of said curve to the right a distance of 96.77 feet, said curve having a radius of 1,849.8593 feet, a central angle of  $02^{\circ}59'42''$ , and a chord bearing  $S56^{\circ}22'52''E$  a distance of 96.77 feet to the intersection of said south right-of-way line of RM2338, with the east line of said 107.09 acres tract, same being the west line of San Gabriel Estates, a subdivision according to the plat of record in Cabinet A, Slide 365 of said Plat Records of Williamson County, Texas, for the southeast corner of said 0.6681 acre tract, and from which a 60D nail found bears  $N27^{\circ}14'36''E$  a distance of 0.31 feet;

**THENCE** leaving said south right-of-way line of RM2338, with the east line of said 107.09 acres tract and said west line of San Gabriel Estates,  $S27^{\circ}14'36''W$  a distance of 259.42 feet;

**THENCE** leaving said east line of the 107.09 acres tract and said west line of San Gabriel Estates, crossing said 107.09 acres tract, the following three (3) courses and distances:

1.  $N57^{\circ}52'47''W$  a distance of 377.24 feet to a calculated point;
2.  $N42^{\circ}08'20''E$  a distance of 66.43 feet to a calculated point;
3.  $N32^{\circ}12'28''E$  a distance of 195.60 feet to a calculated point in said south right-of-way line of RM2338 and said 0.6681 acre tract;

EXHIBIT " \_ "

County: Williamson  
Project: City of Georgetown  
Half AVO: 30001

Page 2 of 3  
6/11/2014

DESCRIPTION FOR CITY OF GEORGETOWN, TEXAS,  
PROPOSED COMMERCIAL ZONING AREA (C-3)


**THENCE** with the south right-of-way line of RM2338 and said south line of the 0.6681 acre tract, S57°52'47"E a distance of 246.52 feet to said **POINT OF BEGINNING** and containing 2.13 acres.

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00014.

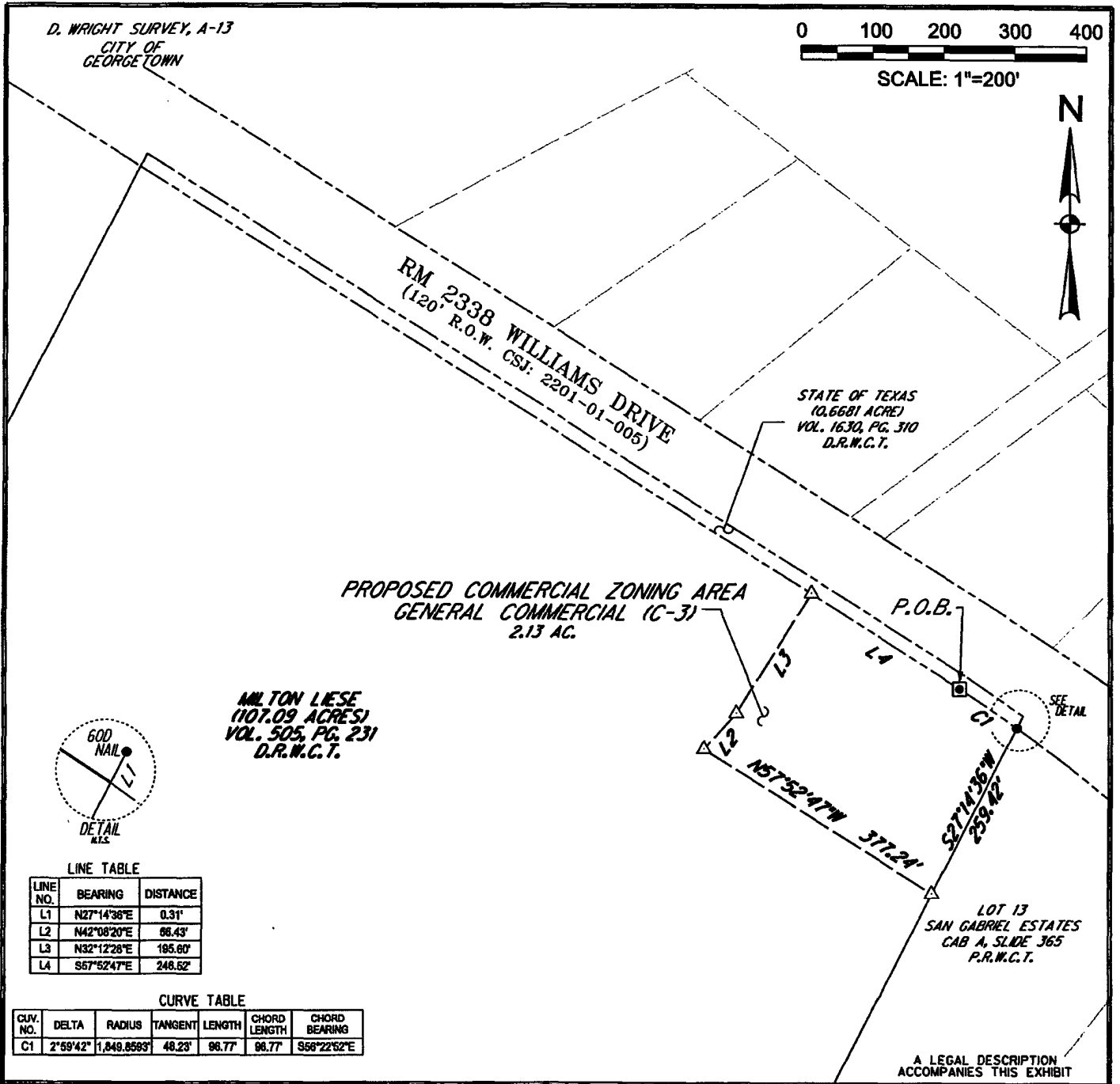
This survey was prepared without the benefit of a title commitment or report. The surveyor has not abstracted the subject property, nor has made any independent investigation or search for easements of record, restrictive covenants, or any other encumbrances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

  
\_\_\_\_\_  
Dan H. Clark, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6011  
Halff Associates, Inc.,  
TBPLS Firm No. 10029605  
Two Sierra Way, Suite 105, Georgetown, Texas 78626, 512-942-6232

6/11/2014  
\_\_\_\_\_  
Date





LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N27°14'38"E	0.31'
L2	N42°08'20"E	86.43'
L3	N32°12'28"E	195.80'
L4	S67°52'47"E	248.62'

CURVE TABLE

CUV. NO.	DELTA	RADIUS	TANGENT	LENGTH	CHORD LENGTH	CHORD BEARING
C1	2°59'42"	1,849.8583'	48.23'	96.77'	96.77'	S68°22'52"E

**PROPOSED COMMERCIAL ZONING (C-3)  
TO THE  
CITY OF GEORGETOWN  
IN THE  
D. WRIGHT SURVEY  
ABSTRACT NO. 13  
WILLIAMSON COUNTY, TEXAS**

- PROPOSED BOUNDARY LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING CITY LIMIT LINE
- △ CALCULATED POINT
- ⊠ TxDOT BRASS DISK FOUND IN CONCRETE
- 1/2-INCH IRON ROD FOUND (UNLESS NOTED)
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ( ) DENOTES RECORD CALLS FROM ORDINANCE NO. 2005-95

A LEGAL DESCRIPTION ACCOMPANIES THIS EXHIBIT

6/11/2014 4:01:33 PM 424581 HALFF I:\3000a\30001\CADD\SV-SUB-30001-C3.dgn



TWO SIERRA WAY, STE 105, GEORGETOWN, TX (512) 942-6232  
TBLPS FIRM NO. 10028805

DGN: SV-SUB-30001-C3.dgn

AVO: 30001

DATE: 6/11/2014

PAGE NO.: 3 OF 3

EXHIBIT "B" - 2

County: Williamson  
Project: City of Georgetown  
Half AVO: 30001

Page 1 of 3  
6/11/2014

DESCRIPTION FOR CITY OF GEORGETOWN, TEXAS,  
PROPOSED COMMERCIAL ZONING AREA (C-1)

BEING A 6.59 ACRES TRACT SITUATED IN THE D.WRIGHT SURVEY, ABSTRACT NUMBER 13, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 107.09 ACRES TRACT DESCRIBED IN WARRANTY DEED WITH VENDORS LIEN TO MILTON LIESE AND RECORDED IN VOLUME 505, PAGE 231 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with plastic cap stamped "Forest RPLS 1847" found at the intersection of the south right-of-way line of Ranch-to-Market Highway No. 2338 (RM2338), a 120-foot wide right-of-way according to TxDOT CSJ No. 2211-01-005, with the east line of Lot 1, Block 1, Faith Lutheran Church, a subdivision according to the plat of record in Cabinet G Slides 29-30 of the Plat Records of Williamson County, Texas, for the southwest corner of a called 0.6681 acre tract to the State of Texas and recorded in Volume 1630, Page 310 of the Deed Records of Williamson County, Texas;

**THENCE** leaving the east line of said Lot 1, Block 1, Faith Lutheran Church, with the south right-of-way line of RM2338, same being the south line of said 0.6681 acre tract, S57°52'47"E a distance of 1,111.57 feet to a calculated point;

**THENCE** leaving said south right-of-way line of RM2338 and said south line of the 0.6681 acre tract, crossing said 107.09 acres tract, the following three courses and distances,

1. S32°12'28"W a distance of 195.60 feet to a calculated point,
2. S42°08'20"W a distance of 66.43 feet to a calculated point,
3. N57°52'47"W a distance of 1078.86 feet to a point in the east line of said Lot 1, Block 1, Faith Lutheran Church;

EXHIBIT " \_ "

County: Williamson  
 Project: City of Georgetown  
 Halff AVO: 30001

Page 2 of 3  
 6/11/2014

DESCRIPTION FOR CITY OF GEORGETOWN, TEXAS,  
 PROPOSED COMMERCIAL ZONING AREA (C-1)


**THENCE** with said east line of Lot 1, Block 1, Faith Lutheran Church, N27°33'01"E a distance of 261.84 feet to said **POINT OF BEGINNING** and containing 6.59 acres.

NOTES:

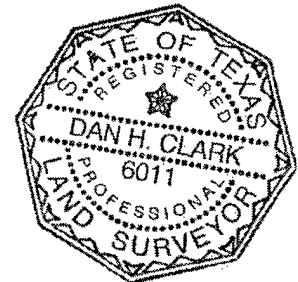
All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00014.

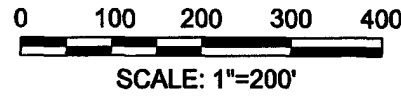
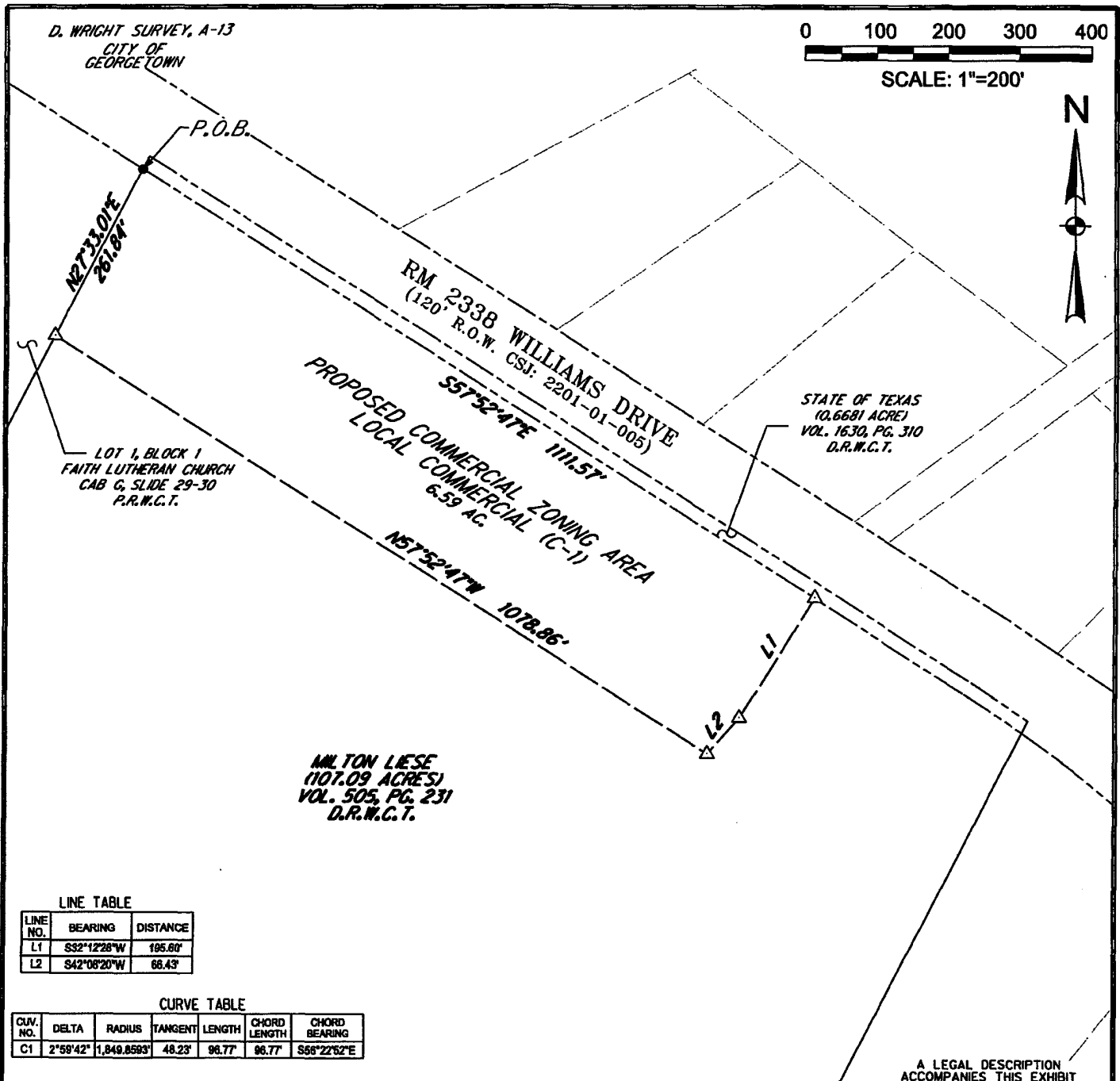
This survey was prepared without the benefit of a title commitment or report. The surveyor has not abstracted the subject property, nor has made any independent investigation or search for easements of record, restrictive covenants, or any other encumbrances.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

  
 \_\_\_\_\_  
 Dan H. Clark, R.P.L.S.  
 Registered Professional Land Surveyor  
 Texas Registration No. 6011  
 Halff Associates, Inc.,  
 TBPLS Firm No. 10029605  
 Two Sierra Way, Suite 105, Georgetown, Texas 78626, 512-942-6232

  
 Date





LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S32°12'28\"W	195.60'
L2	S42°06'20\"W	66.43'

CURVE TABLE

CLV. NO.	DELTA	RADIUS	TANGENT LENGTH	CHORD LENGTH	CHORD BEARING
C1	2°58'42\"	1,849.8593'	48.23'	96.77'	S56°22'62\"E

A LEGAL DESCRIPTION ACCOMPANIES THIS EXHIBIT

**PROPOSED COMMERCIAL ZONING (C-1)  
TO THE  
CITY OF GEORGETOWN  
IN THE  
D. WRIGHT SURVEY  
ABSTRACT NO. 13  
WILLIAMSON COUNTY, TEXAS**

- PROPOSED BOUNDARY LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING CITY LIMIT LINE
- CALCULATED POINT
- TxDOT BRASS DISK FOUND IN CONCRETE
- 1/2-INCH IRON ROD FOUND (UNLESS NOTED)
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- DENOTES RECORD CALLS FROM ORDINANCE NO. 2005-95

6/11/2014 3:55:14 PM R22458 HALFF \\330006\30001\CADD\DWG\SV-SUB-30001-C1.dwg

**HALFF**<sup>SM</sup>  
TWO SIERRA WAY, STE 105, GEORGETOWN, TX (512) 943-8232  
TBPUS FIRM NO. 10029805

DGN: SV-SUB-30001-C1.dgn  
DATE: 6/11/2014

AVO: 30001  
PAGE NO.: 3 OF 3



AFTER RECORDING, RETURN TO:  
SNEED, VINE & PERRY  
108 EAST 8TH STREET  
GEORGETOWN, TEXAS 78626

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2016040641



*Nancy E. Rister*

Nancy E. Rister, County Clerk

Williamson County, Texas

May 12, 2016 04:12 PM

FEE: \$173.00 TKIRK



**PLAT MAP RECORDING SHEET**

**DEDICATOR: DEERHAVEN DEVELOPERS**

**SUBDIVISION NAME: DEER HAVEN**

**PROPERTY IS DESCRIBED AS: 38.328 ACRES D WRIGHT SURVEY ABSTRACT  
NUMBER 13**

**SUBMITTED BY: CITY OF GEORGETOWN**

**DIGITALLY RECORDED**

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2016060970**



*Nancy E. Rister*

Nancy E. Rister, County Clerk

Williamson County, Texas

July 08, 2016 08:34 AM

FEE: \$316.00 PHELPS

# FINAL PLAT

## DEER HAVEN SUBDIVISION

BEING A SUBDIVISION OF 38.328 ACRES IN THE D. WRIGHT SURVEY, ABSTRACT 13  
WILLIAMSON COUNTY, TEXAS

JUNE 2016

71 RESIDENTIAL LOTS, 3 OPEN SPACE LOTS,  
1 TEMP. ACCESS LOT, 1 WATER QUALITY LOT,  
AND 2 NON-RESIDENTIAL LOTS (78 TOTAL LOTS)

OWNER/DEVELOPER:  
DEERHAVEN DEVELOPERS

LF	SF	ACRES	DESCRIPTION/USE
4867	267,558	6.142	STREET RIGHT OF WAY
	953,172	21.892	RESIDENTIAL BLOCKS 'A'-'D'
	3,121	0.072	TEMP. ACCESS LOT 23, BLOCK 'B'
	13,049	0.300	OPEN SPACE LOT 5, BLOCK 'D'
	13,988	0.321	OPEN SPACE LOT 29, BLOCK 'D'
	2,927	0.067	OPEN SPACE & D.E. LOT 30, BLOCK 'D'
	53,522	1.229	WATER QUALITY AREA LOT 10, BLOCK 'A'
	279,887	6.425	NON-RESIDENTIAL LOT 1 BLOCK 'E'
	82,323	1.89	NON-RESIDENTIAL LOT 1 BLOCK 'F'
	1,669,547	38.328	



- SHEET INDEX**
1. COVER SHEET
  2. PLAT
  3. CURVE TABLE/FIELD NOTES/TREE SCHEDULE
  4. SIGNATURE BLOCK/SUBDIVISION NOTES

**FINAL PLAT**

OF  
**DEER HAVEN SUBDIVISION**  
38.328 ACRES SITUATED IN THE  
D. WRIGHT SURVEY, ABSTRACT 13  
CITY OF GEORGETOWN, TEXAS

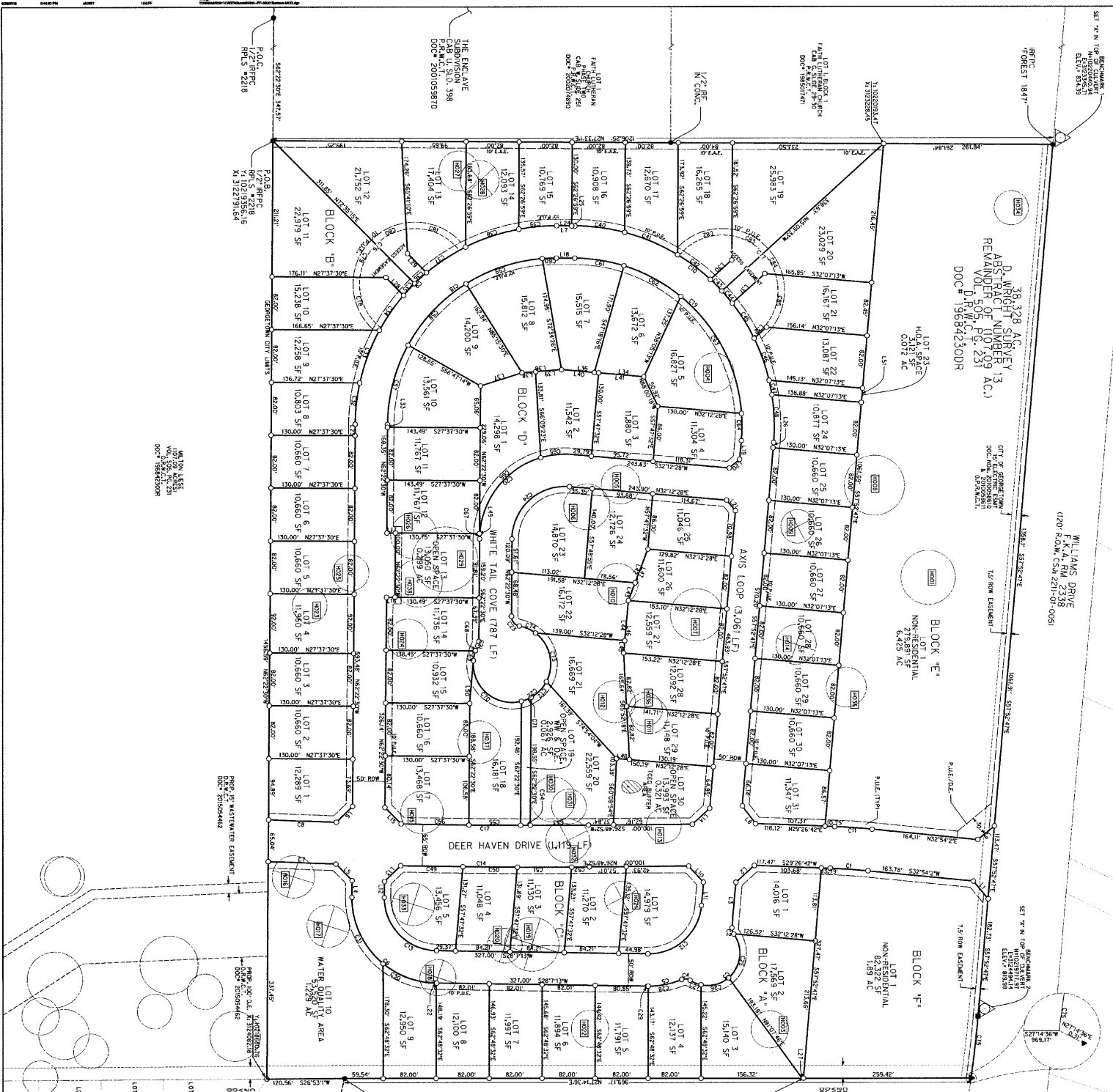
FOR  
**DEERHAVEN DEVELOPERS**  
BY  
**HALFF**  
REGISTERED PROFESSIONAL ENGINEER  
NO. 12121  
STATE OF TEXAS  
TWO BIRDA WAY, SUITE 100, GEORGETOWN, TEXAS 75626-7194  
TEL: 409.362.1000  
FAX: 409.362.1002

PAGE 1 OF 4 (FP-2015-037)

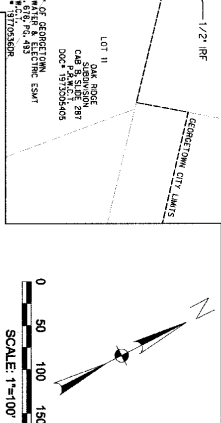
D. WRIGHT SURVEY  
 ABSTRACT NUMBER 13  
 REMAINDER OF 107.09 AC.  
 VOL. D, BOOK 6, PAGE 231  
 DOC# 19684230DR

WILLIAMS DRIVE  
 F.K.A. RM  
 (120' ROW, CS#1211-07-005)

DEERHAVEN DRIVE (L.F.)  
 WHITE TAIL COVE (787 L.F.)



- LEGEND:**
- (○) HERITAGE TREE (TO REMAIN)
  - (○) HERITAGE TREE (TO BE REMOVED)
  - (●) HERITAGE TREE NUMBER
  - (■) ENVIRONMENTALLY SENSITIVE FEATURE & CATCH BASIN
  - (---) EXISTING RIGHT OF WAY
  - (---) EXISTING EASEMENT
  - (---) PROPOSED PROPERTY BOUNDARY LINE
  - (---) PROPOSED EASEMENT
  - (●) FOUND IRON ROD
  - (●) FOUND 60D NAIL
  - (○) FOUND TEXAS DEPARTMENT OF TRANSPORTATION TYPE II MONUMENT SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALF" (UNLESS OTHERWISE MARKED)
  - (---) D.R.W.C.T. DEED RECORDS WILLAMSON COUNTY, TEXAS
  - (---) O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY, TEXAS
  - (---) P.R.W.C.T. PLAT RECORDS WILLAMSON COUNTY, TEXAS
  - (---) L.F. LINEAR FEET
  - (---) P.U.E. PUBLIC UTILITY EASEMENT
  - (---) E.A.E. ELECTRIC AERIAL EASEMENT
  - (---) D.E. DRAINAGE EASEMENT
  - (---) V.O.L. VOLUME
  - (---) P.G. PAGE
  - (---) S.F. SQUARE FEET
  - (---) AC. ACRES



**FINAL PLAT**

OF  
 DEERHAVEN SUBDIVISION  
 AS SHOWN SITUATED IN THE  
 D. WRIGHT SURVEY, ABSTRACT 13  
 CITY OF GEORGETOWN, TEXAS  
 FOR  
 DEERHAVEN DEVELOPERS  
 BY  
**HALFF**  
 TWO BIRDAVEN SUITE 100 GEORGETOWN, TEXAS 75124  
 TEL: 409.866.1100 FAX: 409.866.1101  
 WWW.HALFF.COM

Doc # 2016060970

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	58.50'	970.00'	3.2719°	S310°11'W	58.49'
C2	100.09'	14.00'	4116.50°	N19°21'11"W	9.87'
C3	1391.16'	50.00'	15928.12°	N19°26'03"W	98.40'
C4	13.64'	14.00'	55°50'13"	S32°23'33"W	13.11'
C5	54.42'	132.00'	23°37'18"	S16°18'45"W	54.04'
C6	206.00'	1000.00'	89°30'15"	N12°52'21"E	185.87'
C7	105.05'	1000.00'	0°36'07"	S29°21'45"W	105.05'
C8	105.06'	9935.00'	0°36'21"	S29°22'19"W	105.06'
C9	486.95'	310.00'	89°55'33"	S17°24'40"E	485.54'
C10	5116.7'	310.00'	94°34'13"	S17°45'09"W	455.54'
C11	62.43'	1035.00'	3°27'21"	S31°10'53"W	61.84'
C12	128.09'	82.00'	85°59'33"	S14°52'51"E	118.42'
C13	128.09'	82.00'	89°30'06"	N12°52'18"E	115.46'
C14	292.02'	1000.00'	1°40'24"	S27°39'04"W	292.02'

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C80	53.32'	86.00'	35°31'34"	N02°10'25"E	52.47'
C81	92.76'	86.00'	61°47'60"	N49°00'49"E	88.33'
C82	91.14'	86.00'	55°03'29"	N8°44'08"E	88.17'
C83	56.37'	86.00'	37°33'55"	N56°03'05"E	56.37'
C84	38.66'	86.00'	23°45'29"	N87°43'12"E	38.34'
C85	109.41'	86.00'	72°53'24"	S42°51'22"E	102.18'

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C15	290.05'	9935.00'	1°40'22"	S27°39'22"W	290.04'
C16	408.07'	260.00'	84°55'33"	S17°24'40"E	382.37'
C17	408.07'	260.00'	94°51'58"	S17°45'09"W	382.37'
C18	211.93'	132.00'	94°35'41"	N15°04'06"W	194.01'
C19	1.21'	15.00'	27°33'13"	N48°36'35"W	7.14'
C20	300.72'	60.00'	287°10'08"	N134°09'36"W	71.24'
C21	20.85'	15.00'	79°38'00"	S17°48'55"W	19.24'
C22	135.37'	82.00'	94°35'41"	N15°05'04"W	120.51'
C23	135.37'	82.00'	94°35'41"	N15°05'04"W	120.51'
C24	45.31'	50.00'	82°08'50"	N65°08'19"W	68.23'
C25	45.31'	50.00'	82°08'50"	N65°08'19"W	68.23'
C26	18.56'	50.00'	21°55'56"	N49°38'52"E	18.45'
C27	53.26'	132.00'	23°07'02"	S16°03'34"W	52.90'
C28	1.16'	132.00'	0°30'08"	S27°39'04"W	1.16'
C29	88.95'	132.00'	38°36'35"	N47°28'31"E	81.28'
C30	111.25'	132.00'	50°53'42"	S17°49'21"E	113.44'
C31	64.88'	310.00'	1°57'14"	S56°23'52"E	64.86'
C32	64.88'	310.00'	16°11'31"	S42°19'35"E	61.29'
C33	65.98'	310.00'	12°11'41"	S28°08'08"E	65.86'
C34	25.03'	310.00'	4°31'32"	S19°43'31"E	25.02'
C35	25.03'	310.00'	4°31'32"	S19°43'31"E	25.02'
C36	72.40'	310.00'	13°22'51"	S6°05'41"E	72.23'
C37	86.97'	310.00'	16°04'25"	S8°31'51"W	86.89'
C38	58.89'	310.00'	10°53'03"	S22°06'35"W	58.80'
C39	71.88'	310.00'	14°23'42"	S34°44'53"W	71.88'
C40	89.15'	310.00'	16°28'31"	S50°11'03"W	88.84'
C41	63.74'	310.00'	11°46'50"	S64°18'47"W	63.62'
C42	25.03'	310.00'	4°31'32"	S17°20'55"W	25.02'
C43	25.03'	310.00'	4°31'32"	S17°20'55"W	25.02'
C44	64.28'	310.00'	11°52'41"	S85°23'41"W	64.16'
C45	64.28'	310.00'	12°48'39"	N82°15'36"W	61.17'
C46	22.88'	310.00'	4°13'41"	N64°45'42"W	22.87'
C47	74.38'	310.00'	13°44'49"	N64°45'42"W	74.20'
C48	96.15'	1000.00'	0°33'03"	S28°12'44"W	96.15'
C49	84.26'	1000.00'	0°28'58"	S27°14'43"W	84.26'
C50	84.32'	1000.00'	0°28'58"	S27°14'43"W	84.32'
C51	84.32'	1000.00'	0°28'58"	S27°14'43"W	84.32'
C52	21.30'	1000.00'	0°09'23"	S26°53'34"W	21.30'
C53	91.11'	9935.00'	0°31'32"	S27°39'34"W	91.11'
C54	15.00'	9935.00'	0°03'28"	S27°32'07"W	15.00'
C55	80.00'	9935.00'	0°21'41"	S27°32'07"W	80.00'
C56	105.01'	9935.00'	0°36'20"	S28°11'26"W	105.01'
C57	128.58'	260.00'	28°20'04"	S48°12'28"E	127.27'
C58	132.13'	260.00'	29°07'04"	S19°28'54"E	130.72'
C59	125.34'	260.00'	27°31'16"	S8°53'16"W	124.13'
C60	22.02'	260.00'	4°51'07"	S85°07'22"W	22.02'
C61	71.16'	260.00'	17°00'09"	S36°03'05"W	76.87'
C62	100.71'	260.00'	22°11'37"	S55°28'59"W	100.48'
C63	210.54'	260.00'	46°23'50"	S89°56'42"W	204.84'
C64	42.08'	260.00'	9°16'20"	N62°13'03"W	42.03'
C65	49.13'	132.00'	12°13'41"	N21°32'41"E	48.45'
C66	160.88'	132.00'	69°42'05"	N23°58'09"W	150.85'
C67	81.9'	132.00'	5°33'19"	N60°35'50"W	81.9'
C68	8.38'	60.00'	8°00'17"	S38°50'41"E	8.38'
C69	15.79'	60.00'	15°04'47"	S50°23'13"E	15.75'
C70	114.07'	60.00'	108°55'32"	N67°36'37"E	97.45'
C71	16.26'	60.00'	15°31'37"	N5°23'59"E	16.21'
C72	34.56'	60.00'	32°59'59"	N18°52'30"W	34.08'
C73	84.20'	60.00'	80°24'11"	N15°34'33"W	77.46'
C74	21.47'	60.00'	26°13'56"	S51°06'22"W	21.23'
C75	96.17'	1849.86'	2°59'51"	S56°22'22"E	96.17'
C76	292.17'	86.00'	194°39'06"	N17°24'45"W	170.60'
C77	292.17'	86.00'	197°19'10"	N14°49'45"E	170.60'
C78	88.48'	86.00'	59°56'52"	N85°15'52"W	84.63'
C79	51.60'	86.00'	38°22'41"	N36°36'05"W	56.53'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S77°30'42"W	35.59'	L27	S27°14'36"W	1.99'
L2	S107°36'E	38.93'	L28	N12°25'15"E	35.00'
L3	S57°52'41"E	70.99'	L29	N12°25'15"E	42.00'
L4	N62°22'30"W	25.99'	L30	N15°09'33"W	44.95'
L5	N17°18'10"E	35.78'	L31	N15°09'33"W	68.10'
L6	S16°43'21"E	34.95'	L32	N15°09'33"W	28.86'
L7	S27°33'01"W	28.40'	L33	S62°22'30"E	4.35'
L8	N80°19'24"E	34.12'	L34	S27°12'28"W	76.83'
L9	S12°06'11"E	33.18'	L35	S32°12'28"W	50.93'
L10	N74°30'06"E	34.00'	L36	S62°40'08"W	61.53'
L11	S57°52'41"E	36.11'	L37	S09°33'39"W	67.16'
L12	N62°22'30"W	24.99'	L38	S27°40'08"W	21.37'
L13	S16°53'50"E	35.07'	L39	S24°40'08"W	40.16'
L14	S15°16'51"E	36.60'	L40	S27°12'28"W	57.66'
L15	S73°05'24"W	35.64'	L41	S32°12'28"W	70.10'
L16	S27°37'30"W	13.00'	L42	S42°01'40"E	56.11'
L17	S27°37'30"W	13.00'	L43	S42°01'40"E	28.09'
L18	S27°33'01"W	28.40'	L44	N57°47'32"W	62.81'
L19	S57°52'41"E	29.12'	L45	N57°47'32"W	19.19'
L20	S12°47'32"E	21.25'	L46	N57°47'32"W	85.20'
L21	S17°12'28"W	21.25'	L47	S42°01'40"E	82.00'
L22	REMOVED	REMOVED	L48	N82°12'28"E	20.00'
L23	S62°22'30"E	17.16'	L49	S27°28'01"W	0.25'
L24	S27°33'01"W	23.47'	L50	S57°55'37"E	65.60'
L25	S27°33'01"W	4.93'	L51	S71°52'41"E	22.00'
L26	S57°52'41"E	8.33'			

**COMMENCING** at a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found in the west line of said 107.09 acres tract, same being the east line of The Enclave Subdivision, a subdivision according to the plat of record in Cabinet W, Slide 251 of said 107.09 acres tract, with the south line of said Lot 1, Faith Lutheran Church, Phase Two, same being the southeast corner of Lot 1, Faith Lutheran Church, Phase Two, same being the POINT OF BEGINNING of the tract described herein;

**CONTINUING** across said 107.09 acres tract, with the east line of said Lot 1, Faith Lutheran Church, Phase Two, and the east line of Lot 1, Block 1, Faith Lutheran Church, a subdivision according to the plat of record in Cabinet G, Slides 29-30 of said Plat Records of Williamson County, Texas, N27°33'01"W, passing at a distance of 615.28 feet a 1/2-inch iron rod found in concrete for the northeast corner of said Lot 1, Faith Lutheran Church, Phase Two, same being the southeast corner of said Lot 1, Block 1, Faith Lutheran Church, and continuing in all a distance of 1,206.25 feet to a 1/2-inch iron rod with plastic cap stamped "Forest RPLS 1847" found at the intersection of the south right-of-way line of Ranch-to-Market Highway No. 2338 (RM2338), a 120-foot wide right-of-way according to TxDOT CS7 No. 2211-01-005 with the east line of said Lot 1, Block 1, Faith Lutheran Church, for the southwest corner of a called 0.6681 acre tract to the State of Texas and recorded in Volume 1650, Page 310 of the Deed Records of Williamson County, Texas;

**CONTINUING** across said 107.09 acres tract, leaving the east line of said Lot 1, Block 1, Faith Lutheran Church, with the south right-of-way line of RM2338, same being the east line of said 0.6681 acre tract, the following two (2) courses and distances:

1. S89°52'47"E a distance of 1,358.10 feet to a Texas Department of Transportation Type II monument set in concrete found for a point of curvature to the right, and
2. with the arc of said curve to the right a distance of 96.77 feet said curve having a radius of 96.77 feet, a central angle of 0°29'51", and a chord bearing S86°22'52"E a distance of 96.77 feet to the intersection of said south right-of-way line of RM2338 with the east line of said 107.09 acres tract, same being the west line of Lot 13 San Gabriel Estates, a subdivision according to the plat of record in Cabinet A, Slide 365 of said Plat Records of Williamson County, Texas, for the southeast corner of said 0.6681 acre tract, and from which a 60D nail found bears N27°14'36"E a distance of 0.31 feet;

**THENCE** leaving said south right-of-way line of RM2338, with the east line of said 107.09 acres tract and said west line of Lot 13 San Gabriel Estates, S27°14'36"W a distance of 969.17 feet a 1/2-inch iron rod found for the southeast corner of Lot 13, said San Gabriel Estates, same being the northeast corner of Lot 11 Oak Ridge Subdivision, a subdivision according to the plat of record in Cabinet B, Slide 287 of said Plat Records of Williamson County, Texas, and being an angle point in said east line of the 107.09 acres tract;

**THENCE** continuing with said east line of the 107.09 acres tract, same being the west line of said Oak Ridge Subdivision, S26°53'01"W a distance of 120.56 feet to a 1/2-inch iron rod with plastic cap stamped "H/LRT ASSOC INC.", set and from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of Boory's Crossing Road, a varying width right-of-way (no record information found) with said east line of the 107.09 acres tract, for the southwest corner of said Oak Ridge Subdivision, bears S26°53'01"W a distance of 1,000.45 feet;

**THENCE** leaving said east line of the 107.09 acres tract and said west line of Oak Ridge Subdivision, crossing said 107.09 acres tract, N62°22'30"W a distance of 1,456.59 feet to said POINT OF BEGINNING and containing 38.328 acres.

Tree Tag	Species	Trunk's Total DBH	Trunk 1	Trunk 2	Trunk 3	Trunk 4	Status
H001	Live Oak	45.00	45.00	N/A	N/A	N/A	Hertfodge
H003	Live Oak	1	28.50	28.50	N/A	N/A	Hertfodge
H004	Live Oak	1	21.25	16.00	12.50	10.00	N/A
H005	Post Oak	2	29.00	19.00	18.00	N/A	Hertfodge
H006	Live Oak	3	35.75	22.00	14.50	13.50	N/A
H007	Live Oak	3	39.75	24.50	20.00	10.00	Hertfodge
H008	Live Oak	4	46.50	19.00	19.00	19.00	Hertfodge
H009	Live Oak	1	27.00	27.00	N/A	N/A	Hertfodge
H010	Live Oak	2	32.50	23.00	19.00	N/A	Hertfodge
H011	Post Oak	2	29.75	22.00	15.50	N/A	Hertfodge
H012	Live Oak	2	33.00	23.50	19.00	N/A	Hertfodge
H013	Live Oak	1	27.00	27.00	N/A	N/A	Hertfodge
H014	Live Oak	3	31.50	17.50	14.00	N/A	Hertfodge
H015	Live Oak	2	34.25	23.50	21.50	N/A	Hertfodge
H016	Live Oak	1	33.00	33.00	N/A	N/A	Hertfodge
H017	Live Oak	2	34.00	25.00	17.00	N/A	Hertfodge
H018	Live Oak	2	28.50	22.00	13.00	N/A	Hertfodge
H019	Live Oak	3	42.50	23.50	19.00	19.00	Hertfodge
H020	Live Oak	1	29.50	29.50	N/A	N/A	Hertfodge
H021	Live Oak	2	27.50	22.00	11.00	N/A	Hertfodge
H022	Live Oak	3	29.75	16.50	12.50	N/A	Hertfodge
H023	Live Oak	2	27.00	20.00	14.00	N/A	Hertfodge
H024	Live Oak	2	32.00	22.00	20.00	N/A	Hertfodge
H025	Live Oak	2	30.00	22.00	16.00	N/A	Hertfodge
H026	Live Oak	4	40.25	23.00	11.00	12.50	Hertfodge
H027	Live Oak	1	32.50	32.50	N/A	N/A	Hertfodge
H028	Live Oak	2	30.25	23.00	14.50	N/A	Hertfodge
H029	Live Oak	4	51.00	23.00	21.00	15.00	Hertfodge
H030	Live Oak	2	34.25	25.50	17.50	N/A	Hertfodge
H031	Live Oak	1	28.00	28.00	N/A	N/A	Hertfodge
H032	Live Oak	1	31.50	31.50	N/A	N/A	Hertfodge
H033	Live Oak	2	28.50	20.00	17.00	N/A	Hertfodge
H034	Live Oak	4	25.50	13.00	10.00	8.00	Hertfodge
H035	Live Oak	2	26.00	21.00	10.00	N/A	Hertfodge
H037	Live Oak	1	33.00	33.00	N/A	N/A	Hertfodge
H038	Live Oak	1	37.00	37.00	N/A	N/A	Hertfodge

Tree Tag	Species	Trunk's Total DBH	Trunk 1	Trunk 2	Trunk 3	Trunk 4	Status
H039	Live Oak	1	37.00	37.00	N/A	N/A	Hertfodge

**DEER HAVEN SUBDIVISION**  
 38.328 ACRES SITUATED IN THE  
 CITY OF GEORGETOWN, TEXAS  
 DEERHAVEN DEVELOPERS  
 FOR

**ENGINEER**

SHAWN M. BERTRAM, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCLOSED BY A ZONE A FLOOD AREA AS DENOTED THEREIN AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD HAZARD BOUNDARY MAPS CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PLACED THEREON OF THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS THIS 21<sup>st</sup> DAY OF June 2016.

SHAWN M. BERTRAM  
REGISTERED PROFESSIONAL ENGINEER  
NO. 98190 STATE OF TEXAS



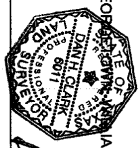
**SURVEYOR**

STATE OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

DAN CLARK, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS THIS 21<sup>st</sup> DAY OF June 2016.

DAN CLARK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 8011 STATE OF TEXAS



**PROPERTY OWNER**

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

1. Chad Baccus, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015-0145-001 OF THE PUBLIC RECORDS OF AND HEREBY SUBDIVIDE SAID TRACT OF LAND INTO THE LOTS, BLOCKS AND EASEMENTS SHOWN ON THE PLAT HEREON AND HEREBY DEDICATE SAID TRACT TO THE CITY OF GEORGETOWN, THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS DEER HAVEN.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28<sup>th</sup> DAY OF June 2016.

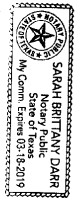
(CHAD BACCUS ON BEHALF OF DEERHAVEN DEVELOPERS, 3816 WILLIAMS DRIVE, GEORGETOWN, TX 78628)

**NOTARY PUBLIC**

STATE OF WILLIAMSON { KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Chad Baccus, KNOWN TO ME TO BE THE PERSON WHOSE SIGNATURE WAS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31<sup>st</sup> DAY OF June 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES ON: 02-18-2014



**PLANNING DIRECTOR**

I, SOPHIA JETSON, PLANNING DIRECTOR OF THE CITY OF GEORGETOWN, DO HEREBY CERTIFY THIS PLAT IS APPROVED FOR FILING OF RECORD WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

SOPHIA JETSON, PLANNING DIRECTOR DATE 7-16-2014

**CITY FLOODPLAIN ADMINISTRATOR**

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMES WITHIN THE REQUIREMENTS OF CHAPTER 15.44, FLOOD DAMAGE PREVENTION, OF THE GEORGETOWN MUNICIPAL CODE. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE CITY OF GEORGETOWN DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC OR INDIVIDUALS ASSOCIATED WITH IT. THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT:

DAVE HALL, FLOODPLAIN COORDINATOR DATE 7-16-2014



**COUNTY CLERK**

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS

I, MANUELA RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED IN THE PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT # 2016-09-0110.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

Manuela Rister, CLERK  
County Court of Williamson County, Texas

- 1. ELECTRIC, WATER AND WASTEWATER PROVIDED FROM CITY OF GEORGETOWN, GAS TO BE PROVIDED BY AMTOS ENERGY.
2. ALL STRUCTURES/CONSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
3. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FEMA MAP NUMBER 44910202C. EFFECTIVE DATE OF SEPTEMBER 28, 2008.
4. IN ORDER TO PREPARE DRAINAGE, ANY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE 3/4" AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
5. PARK AND RECREATION REQUIREMENTS ARE BEING MET FULLY AT THE TIME OF FINAL PLAT RECORDATION AND/OR SITE SPECIFIC PLAN APPROVAL.
6. ANY HERITAGE TREES AS NOTED ON THIS PLAT IS SUBJECT TO THE MAINTENANCE, CARE, PRUNING AND REMOVAL REQUIREMENTS OF THE CITY OF GEORGETOWN, AND APPROVED BY THE CITY OF GEORGETOWN.
7. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTS WITHIN THIS PLAT.
8. THE MONUMENTS OF THIS PLAT HAVE BEEN NOTICED TO THE MAD STREET HAZARD - TEXAS CENTRAL ZONE AND MAD 88. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00014.
9. THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 46% EXCLUDING THE FOLLOWING LOTS: BLOCK A, 3.6, 7.10, 13, 14, 18, 21 AND BLOCK D, 1, 5, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 AND 29. THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT SHALL BE PURSUANT TO THE LDR 209 WHICH SETS THE PLD APPLICATION BASED ON THE PERCENTAGE OF IMPROVEMENTS OF THE PROPERTY.
10. THE LANDOWNER ASSUMES ALL RISK ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS BY FILING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. THE CITY OF GEORGETOWN WILL NOT BE RESPONSIBLE FOR THE REMOVAL AND REPAIR OF IMPROVEMENTS AND REPAIRS TO ANY UTILITY OWNING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE CITY AND/OR COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPAIRMENT OF THE IMPROVEMENTS.
11. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE LANDOWNER. THE CITY OF GEORGETOWN WILL NOT BE RESPONSIBLE FOR THE RELOCATION OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN THE CONNECTION THEREWITH, NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY LIABILITY FOR DAMAGE TO OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTION.
12. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST MAINTAIN AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND/OR COUNTY.
13. DEVELOPMENT IS PROHIBITED ON LOT 23, BLOCK 'B' TO ENSURE TEMPORARY SECONDARY FIRE ACCESS UNITS. SUCH TIME FIRE ACCESS IS CREATED BY DEER HAVEN DRIVE EXTENSION (OWNER'S) OF LOT 22 AND/OR 24, WILL BE RECLAIMED IN ORDER FOR FUTURE OWNERSHIP TO DEVELOP ON LOT 23. I.E. EXTEND FENCE, ERECT A STRUCTURE.
14. LOT 23, BLOCK 'B' SHALL PROVIDE A RAMPED 20' WIDTH ALL WEATHER ASPHALT SURFACE.
15. NO BUILDING STRUCTURES PERMITTED OVER ANY EASEMENT AND NO FRONT UTILITY EASEMENTS ARE TO BE FENCED.
16. ALL CORNERS, ANGLE POINTS AND POINTS OF CURVATURE OR TANGENCY DELINEATING THE BOUNDARY OF THE LAND SHOWN HEREON AS BEING PLATTED HAVE BEEN MARKED WITH 1/2" X 1/2" X 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'HALFF' UNLESS OTHERWISE STATED, OR LEFT AS FOUND THOSE MONUMENTS THAT REFLECTED OR REFERENCE THE BOUNDARY (SECTION LOT) AND RIGHT-OF-WAY CORNERS SHALL NOT BE BUILT.
17. ALL UTILITIES NOT LOCATED WITHIN THE RIGHT-OF-WAY SHALL BE LOCATED WITHIN UTILITY EASEMENTS AND NO TREES SHALL BE PLANTED OVER UTILITY LINES.
18. EACH PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE ANY IMPROVEMENTS (INCLUDING TREES) THAT MAY OBSTRUCT OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR REPAIR OF THE UTILITY LOCATED ON OR WITHIN THE EASEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE RELOCATION OF THE UTILITY. THE CITY OF GEORGETOWN WILL NOT BE RESPONSIBLE FOR THE RELOCATION OF THE UTILITY. THE CITY OF GEORGETOWN WILL NOT BE RESPONSIBLE FOR THE RELOCATION OF THE UTILITY. THE CITY OF GEORGETOWN WILL NOT BE RESPONSIBLE FOR THE RELOCATION OF THE UTILITY. THE CITY OF GEORGETOWN WILL NOT BE RESPONSIBLE FOR THE RELOCATION OF THE UTILITY.
19. STREET LIGHTS SHALL BE PROVIDED ALONG MAIN STREETS AT THE TIME OF BUILDING PERMIT PROCESS. THE DEVELOPER SHALL BE RESPONSIBLE FOR A 5 FOOT SIDEWALK. OTHER COMMON AREAS ALONG STREET RIGHT-OF-WAY AND ALONG DEER HAVEN DRIVE IN ITS ENTIRETY.
20. OPEN SPACE AREAS 13, 18, 30 OF BLOCK 'D', TEMPORARY ACCESS LOT 23 OF BLOCK 'D', AND WATER QUALITY POND (LOT 1) OF BLOCK 'D' TO BE MAINTAINED AND OWNED BY THE HOME OWNERS ASSOCIATION.
21. ALL DRAINAGE SWALES BETWEEN LOTS SHALL SHINE POSITIVE DRAINAGE TO PUBLIC RIGHT-OF-WAY OR DRAINAGE EASEMENTS.
22. PRIOR TO ANY CHANGE, ALTERATION OR IMPROVEMENT, WHICH WILL CHANGE EXISTING GOOD ATTENDING OR ATTENDING, A LETTER OF USE AGREEMENT MUST BE SUBMITTED TO THE CITY OF GEORGETOWN TO OBTAIN APPROVAL AND/OR APPROVED BY THE RELEVANT JURISDICTIONAL AGENCIES.
23. A 10-FOOT ELECTRIC AERIAL EASEMENT SHALL RUN ALONG THE REAR LOT LINES OF RESIDENTIAL LOTS 13-18 BLOCK 'B' AS WELL AS ENCROACHES UPON LOT 11 AND LOT 20.
24. RESIDENTIAL LOTS 3-10 BLOCK 'X' SHALL HAVE A REAR BUILDING SETBACK OF 20 FEET AS WELL AS LOT 2 HAVING AN AREA LOCATED IN ITS NORTH-EAST CORNER OF 200.88 SF WITHIN THE EXISTING REAR EASEMENT. LOT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF THIS AREA.
25. BLOCK 'C' - LOTS 1-4 SHALL HAVE NO ACCESS TO DEER HAVEN DR.
26. THIS SUBDIVISION IS SUBJECT TO THE EDWARDS AQUIFER RECHARGE ZONE WATER QUALITY ORDINANCE ADOPTED DECEMBER 20, 2013, AS ORDINANCE 2013-98.
27. THIS SUBDIVISION IS SUBJECT TO THE CITY OF GEORGETOWN, WATER CONSERVATION ORDINANCE ADOPTED APRIL 22, 2014, 2014-022.
28. LOTS 10, 13, 14, 18, 21, 22, 23, 24, 25, 26, 27, 28 AND 29 WILL HAVE A 1' BUILDING SETBACK TO BE MEASURED FROM THE ACCESS EASEMENT".

**FINAL PLAT**  
**(FP-2015-037)**

DEER HAVEN SUBDIVISION  
3828 ACRES SITUATED IN THE  
D. WRIGHT SURVEY, ASSTACT 13  
CITY OF GEORGETOWN, TEXAS  
FOR  
DEERHAVEN DEVELOPERS  
BY  
HALFF



Doc# 2016090110

**Bylaws of  
HOA of DEERHAVEN, INC. The  
Homeowners Association for  
A Planned Residential Community**

**ARTICLE 1: INTRODUCTION**

**1. Purpose of Bylaws.** These bylaws provide for the administration of HOA of DEERHAVEN, INC., a nonprofit corporation (the "Association") which association governs DEERHAVEN (the "Subdivision" of "Property"), established and described in the Declaration of Covenants, Conditions and Restrictions for DEERHAVEN recorded May 12, 2016, under Document No. 2016040641, Official Public Records, Williamson County, Texas, as amended from time to time (the "Declaration"), in a residential planned subdivision located in Georgetown, Williamson County, Texas, and being situated upon the real property described as (the "Land"):

DEER HAVEN, a subdivision in Williamson County, Texas, as shown by plat recorded in Document No. 2016060970, Plat Records, Williamson County, Texas.

**2. Defined Terms.** The defined terms in the Declaration apply to these Bylaws. In addition, the definitions in these bylaws, or where terms are referenced by quotes, within a parenthesis, or otherwise stated to reasonably indicate an intention to serve as a defined term, whether or not the terms contain initial-capitalized words, all constitute the definitions of those same terms.

**3. Other Definitions.**

"Bus. Org. Code" means the Texas Business Organizations Code. "Majority"

means more than fifty percent (50%).

"Member" means a lot owner as a member of the association.

"Ordinary care" means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.

"Property Code" means the Texas Property Code.

"Lot owner" or "owner" means a person who holds record title to a lot in the Subdivision and includes the personal representative of a person who holds record title to a lot in the Subdivision, but does not include a person having an interest in a lot solely as security for an obligation.<sup>1</sup>

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<sup>1</sup> Property Code §209.002(6)

4. **Nonprofit Purpose.** The Association is a nonprofit corporation in which no part of the income of which is distributable to a member, director, or officer of the corporation.

5. **Association Powers and Duties.** The Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the owners relating to the common area and for the operation and maintenance of the Subdivision as may be required or permitted by the dedicatory instruments and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to limitations expressly set forth in the dedicatory instruments and applicable law.

## **ARTICLE 2: BOARD OF DIRECTORS**

1. **Management of the Association.** Management of the Association's affairs is vested in the board of directors. The certificate of formation states the names of the appointed members of the initial board of directors. Except as otherwise required by law or specifically provided herein, the initial directors will continue to be appointed by the declarant during the period of declarant control period.

### **2. Board Membership.**

2.1. **Number and Staggered Terms.** The board of directors consists of three persons. Upon election, each director will serve a term of two years. Two directors will be elected in odd-numbered years. One director will be elected in even-numbered years. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these bylaws, but will not be less than three. A decrease in the number of directors may not shorten the term of an incumbent director.<sup>4</sup>

2.2. **Qualification as Member.** No person is eligible for election or appointment to the board unless such person is a member of the Association.

2.3. **Entity Member.** If a lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, or employee of that entity member is eligible to serve as a director and is deemed to be a member for the purposes of this section. If the relationship between the entity member and the director representing it terminates, that directorship will be deemed vacant.

2.4. **Co-Owner as Member.** Co-owners of a single lot may not serve on the board at the same time. Co-owners of more than one lot may serve on the board at the same time, provided the number of co-owners serving at one time does not exceed the number of lots they co-own.

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<sup>2</sup> Bus. Org. Code §22.201 & §22.202

<sup>3</sup> Bus. Org. Code §22.205 & §22.206; Property Code §209.002(4-a) & §209.00591

<sup>4</sup> Bus. Org. Code §22.204 & §22.208

<sup>5</sup> Bus. Org. Code §22.203

## 2.5. Board Membership Open.

(1) **Restrictions to Right is Void.** Except as provided by this section, a provision in a dedicatory instrument that restricts a property owner's right to run for a position on the board of the Association is void.

(2) **Ineligible Member.** If a board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude, the board member is immediately ineligible to serve on the board of the Association, automatically considered removed from the board, and prohibited from future service on the board.

(3) **Declarant Control Limitations.** The declaration may provide for a period of declarant control of the Association during which a declarant, or persons designated by the declarant, may appoint and remove board members and the officers of the Association, other than board members or officers elected by members of the Association. Regardless of the declarant control period provided by the declaration, on or before the 120th day after the date 75 percent of the lots that may be created and made subject to the declaration are conveyed to owners other than a declarant, at least one-third of the board members must be elected by owners other than the declarant. If the declaration does not include the number of lots that may be created and made subject to the declaration, at least one-third of the board members must be elected by owners other than the declarant not later than the 10th anniversary of the date the declaration was recorded.<sup>6</sup>

3. **Election.** Directors will be elected by the members. The election of directors will be conducted at the annual meeting of the Association, at a special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission. Cumulative voting is prohibited.<sup>7</sup>

4. **Resignation & Vacancy.** A director may resign at any time by providing written notice to the Association. Vacancies on the board caused by any reason, except the removal of a director by a vote of the Association, will be filled by a vote of the majority of the remaining directors, even though less than a quorum. Each director so elected will serve out the remaining term of his predecessor, unless the members conduct an early election for a replacement board member. A vacancy in the board occurring because of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.<sup>8</sup>

5. **Removal.** At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with or without cause by members representing a majority of the votes present in person or by proxy at such meeting, and a successor will then and there be elected to fill the

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<sup>6</sup> Property Code §209.00591

<sup>7</sup> Bus. Org. Code §22.160 & §22.162

<sup>8</sup> Bus. Org. Code §22.212 & §22.2111

vacancy thus created. Any director whose removal has been proposed by the members will be given an opportunity to be heard at the meeting.

6. **Election of Successors to Declarant's Board.**<sup>10</sup>

**6.1. Method for Filling Board Positions.** Notwithstanding any provision in a dedicatory instrument, any board member whose term has expired must be elected by owners who are members of the Association. A board member may be appointed by the board to fill a vacancy on the board. A board member appointed to fill a vacant position shall serve for the remainder of the unexpired term of the position. The board may amend the bylaws to provide for elections to be held as required by this section. The appointment of a board member in violation of this section is void.

**6.2. Exceptions When Section Not Applicable.** This section does not apply: (a) to the appointment of a board member during the period of declarant control; or (b) to a representative board whose members or delegates are elected or appointed by members of the Association who are elected by owner members of the Association.

7. **Voting.**<sup>11</sup>

**7.1. By Majority.** The act of a majority of the directors present in person or by proxy at a meeting at which a quorum has been established, is the act of the board.

**7.2. Manner of Voting.** A director may vote in person or by proxy executed in writing by the director.

**7.3. Duration of Proxy.** A proxy expires three months after the date the proxy is executed, and is revocable unless otherwise provided by the proxy or made irrevocable by law.

8. **Meetings.**

8.1. **Notice & Waiver.**<sup>12</sup>

notice.       **(1) Regular Meetings.** Regular meetings of the board may be held with or without

**(2)               Special Meetings.** Special meetings of the board require notice to each director.

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<sup>9</sup> Bus. Org. Code §22.211

<sup>10</sup> Property Code §209.0593

<sup>11</sup> Bus. Org. Code §22.214, §22.215 & §22.216

<sup>12</sup> Bus. Org. Code §22.217 & §6.051(b)

(3) **Attendance as Waiver of Notice.** Attendance by a director at a meeting constitutes a waiver of notice, unless the director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(4) **Notice Need Not State Purpose.** The business to be transacted at, or the purpose of, a regular or special meeting of the board is not required to be specified in the notice or waiver of notice of the meeting.

(5) **Effective Date of Notice.** Notice given by: (1) personal delivery is considered to be given when received; (2) mail is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the ownership or membership records of the association; or (3) transmittal by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.

8.2. **Quorum.** A quorum for the transaction of business by the board exists throughout the meeting if the majority of the number of directors set by these bylaws are present at the beginning of the meeting. If a quorum is not established at any meeting of the board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present at the beginning of the meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A director present by proxy at a meeting may not be counted toward a quorum.<sup>13</sup>

8.3. **Method for Holding Board Meetings.** A meeting of the board may be held by a physical meeting of the directors, or by using an “authorized alternate communications system for meetings” as described in the section using that term.<sup>14</sup>

8.4. **Authorized Alternate Communications System for Meetings.** An “authorized alternate communications system for meetings authorizes, for purposes of holding a meeting of the board as the governing persons of the association, or a board committee, a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if voting is to take place at the meeting, the association must: (1) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (2) keep a record of any vote or other action taken.<sup>15</sup>

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<sup>13</sup> Bus. Org. Code § 22.213

<sup>14</sup> Bus. Org. Code §6.002 <sup>15</sup>

Bus. Org. Code §6.002

8.5. **Conduct of Meetings.** The president will preside over all meetings of the board and the secretary will keep, or cause to be kept, a record of all resolutions adopted by the board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the dedicatory instruments, the then current edition of Robert's Rules of Order will govern the conduct of the meetings of the board.<sup>16</sup>

8.6. **Recess Procedures.** If the board recesses a regular or special board meeting to continue the following regular business day, the board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special board meeting is continued to the following regular business day, and on that following day the board continues the meeting to another day, the board shall give notice of the continuation by posting the notice in a conspicuous place or on the association's internet website as stated above, within two hours after adjourning the meeting being continued.

8.7. **Action Without Meeting.** The provisions of this section are subject to the limitations under section 2.9. The board may act by unanimous written consent of all the directors, without a meeting. The board may also act by a written consent, stating the action to be taken, signed by the number of directors necessary to take that action at a meeting at which all of the directors are present and voting, and stating the date of each director's signature; furthermore, prompt notice of the taking of an action by directors without a meeting by less than unanimous written consent shall be given to each director who did not consent in writing to the action.<sup>17</sup> Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a board member may be substituted or used instead of the original writing for any purpose for which the original writing could be used.<sup>18</sup> Any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent.<sup>19</sup>

9. **Open Board Meeting Rules.**<sup>20</sup>

9.1. **Board Meetings When Open Board Meeting Rules Apply.** For purposes of the Open Board Meeting Rules, "Board meeting" means a deliberation between a quorum of the voting board of the Association, or between a quorum of the voting board and another person, during which Association business is considered and the board takes formal action. Such a board meeting does not include the gathering of a quorum of the board at a social function unrelated to the business of the Association or the attendance by a quorum of the board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

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<sup>16</sup> Bus. Org. Code §22.215

<sup>17</sup> Bus. Org. Code §22.220; Bus. Org. Code §6.201

<sup>18</sup> Bus. Org. Code §6.205

<sup>19</sup> Bus. Org. Code §6.204

<sup>20</sup> Property Code §209.0051

**9.2. When Board Meetings Must Be Open.** Regular and special board meetings must be open to members, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

**9.3. Location of Open Board Meetings.** Except for a meeting held by electronic or telephonic means, a board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.

**9.4. Records of Open Board Meetings.** The board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the board.

**9.5. Notice Procedures for Open Board Meetings.** Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (1) mailed to each property owner not later than the 10th day or 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 notice in a conspicuous manner reasonably designed to provide notice to Association members: (i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any internet website maintained by the Association or other internet media; and (b) sending the notice by e-mail to each member who has registered an e-mail address with the Association. It is a member's duty to keep an updated e-mail address registered with the Association.

**9.6. Recess Procedures.** If the board recesses a regular or special board meeting to continue the following regular business day, the board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special board meeting is continued to the following regular business day, and on that following day the board continues the meeting to another day, the board shall give notice of the continuation by posting the notice in a conspicuous place or on the Association's internet website as stated above, within two hours after adjourning the meeting being continued.

**9.7. Electronic & Telephonic Board Meeting Procedures.** A board may meet by any method of communication, including electronic and telephonic, without prior notice to members under the Notice Procedures for Open Board Meetings, if each director may hear and be heard by every other director, or the board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immedi-

ate board action. Any action taken without notice to members under the Notice Procedures for Open Board Meetings, must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

**9.8. Actions Not Permitted Without Notice Procedures for Open Board Meetings.**

The board may not, without prior notice to members under the Notice Procedures for Open Board Meetings, consider or vote on: (a) fines; (b) damage assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; or (h) a suspension of a right of a particular member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue.

**9.9. Board Meetings During Development Period.** "Development period" means a period stated in a Declaration during which a Declarant reserves: (a) a right to facilitate the development, construction, and marketing of the subdivision; and (b) a right to direct the size, shape, and composition of the subdivision. For purposes of these bylaws, the development period constitutes the declarant control period. Generally, the Open Board Meeting Rules do not apply to board meetings during the development period. However, the Open Board Meeting Rules apply to board meetings during the development period if and when the meeting is conducted for the purpose of: (a) adopting or amending the dedicatory instruments, including declarations, bylaws, rules, and regulations of the Association; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer board members of the Association or establishing a process by which those members are elected; or (d) changing the voting rights of members of the Association.

**10. Board Power.**

**10.1. Stated Powers.** Except as provided by the declaration, the bylaws, or by enacted law, all actions of the association must be through the board, and the board shall act in all instances on behalf of the association if in the good-faith judgment of the board the action is reasonable. Unless otherwise provided by the declaration, the association, acting through its board, may:

- (1) **Bylaws.** Adopt and amend bylaws;
- (2) **Budgets.** Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from lot owners;
- (3) **Hiring.** Hire and terminate managing agents and other employees, agents, and independent contractors;
- (4) **Litigation.** Institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more lot owners on matters affecting the subdivision;



subdivision; (5) **Contracts**. Make contracts and incur liabilities relating to the operation of the

(6) **Repair & Maintenance**. Regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision;

(7) **Rules**. Adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of lots and common elements, to the extent the regulated actions affect common elements or other lots;

(8) **Improve Common Elements**. Cause additional improvements to be made as a part of the common elements;

(9) **Acquire & Convey Property**. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except common elements of the subdivision;

(10) **Interests in Common Elements**. Grant easements, leases, licenses, and concessions through or over the common elements;

(11) **Charges for Common Elements & Services**. Impose and receive payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to lot owners;

(12) **Interest & Fines**. Impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given in accordance herewith, reasonable fines for violations of the declaration, bylaws, and rules of the association;

(13) **Rules for Collection**. Adopt and amend rules regulating the collection of delinquent assessments and the application of payments;

(14) **Rules for Utility Services**. Adopt and amend rules regulating the termination of utility service to a lot, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility;

(15) **Charges for Statements & Documents**. Impose reasonable charges for preparing, recording, or copying declaration amendments, resale certificates, or statements of unpaid assessments;

(16) **Emergency Entry**. Enter a lot for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another lot, or the occupants;

(17) **Suspend Voting Privileges for Delinquency**. Suspend the voting privileges of or the use of certain general common elements by an owner delinquent for more than 30 days in the payment of assessments;

(18) **Insurance**. Purchase insurance and fidelity bonds as it considers appropriate;

(19) **Powers Conferred by Declaration.** Exercise any other powers conferred by the declaration or bylaws;

(20) **Corporate Powers.** Exercise any other powers that may be exercised in this state by a corporation of the same type as the association; and

(21) **Appointment of Committees.** Appoint standing or ad hoc committees to advise or assist the board with its responsibilities.

(22) **Necessary & Proper Powers.** Exercise any other powers necessary and proper for the government and operation of the association.

10.2. **Suspension of Right to Use Common Area.**<sup>21</sup>

(1) **Notice.** Before an association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association, the association or its agent must give written notice to the owner by certified mail, return receipt requested.

(2) **Right to Cure & Hearing.** The notice must: (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and (2) inform the owner that the owner: (a) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (b) may request a hearing under Property Code §209.007 on or before the 30th day after the date the owner receives the notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.

10.3. **Alternative Payment Schedule.** The Association will provide delinquent owners an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest. Owners will be provided an alternative payment plan to repay the balance due in at least three equal monthly install-ments of principal, with interest accruing at the rate charged all delinquent owners, and reasonable costs associated with administering the payment plan.

10.4. **Hearing Before Board & Alternative Dispute Resolution.**

(1) **Right to Hearing.** If the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the

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<sup>21</sup> Property Code §209.006

matter in issue before a committee appointed by the board of the Association or before the board if the board does not appoint a committee.

(2) **Committee Hearing.** If a hearing is to be held before a committee, the notice prescribed by Property Code §209.006 must state that the owner has the right to appeal the committee's decision to the board by written notice to the board.

(3) **Time for Hearing.** The Association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the Association may make an audio recording of the meeting.

(4) **Exceptions.** The notice and hearing provisions of Property Code §209.006 and this section do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Property Code §209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(5) **ADR.** An owner or Association may use alternative dispute resolution services.<sup>22</sup>

**10.5. Borrow & Secure Loans.** The association, by resolution of the board of directors may: (1) borrow money; and (2) assign as collateral for the loan authorized by the resolution: (a) the association's right to future income, including the right to receive assessments; and (b) the association's lien rights. The board may borrow money to maintain, repair, or restore the common area without the approval of the members. If approved in advance by the members in the same manner as approving a special assessment, the board may borrow money for any other purpose.

11. **General Standards for Director.**<sup>23</sup>

**11.1. Standard for Discharge of Duties.** A director shall discharge the director's duties, including duties as a committee member, in good faith, with ordinary care, and in a manner the director reasonably believes to be in the best interest of the association.

**11.2. Director Liability.** A director is not liable to the association, a member, or another person for an action taken or not taken as a director if the director acted in compliance with this section. A person seeking to establish liability of a director must prove that the director did not act:

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<sup>22</sup> Property Code §209.007

<sup>23</sup> Bus. Org. Code §22.221

- (1) in good faith; (2) with ordinary care; and (3) in a manner the director reasonably believed to be in the best interest of the association.

12. **Appointment of Committees.**

12.1. **Management Committee.**<sup>24</sup>

(1) **Authority to Appoint.** The board, by resolution adopted by the majority of the directors in office, may designate one or more committees to have and exercise the authority of the board in the management of the association to the extent provided by board resolution.

(2) **Composition.** A committee designated under this section must consist of at least two persons. The majority of the persons on the committee must be directors. The remaining persons on the committee are not required to be directors.

(3) **Board Not Relieved of Responsibility.** The designation of a committee and the delegation of authority to the committee does not operate to relieve the board, or an individual director, of any responsibility imposed on the board or director by law.

(4) **All Bear Same Responsibility.** A committee member who is not a director has the same responsibility with respect to the committee as a committee member who is a director.

12.2. **Other Committees.**<sup>25</sup>

(1) **Authority to Appoint.** The board, by resolution adopted by the majority of the directors at a meeting at which a quorum has been established, or the president, may designate and appoint one or more committees that do not have the authority of the board in the management of the association.

(2) **Option to Limit Membership to Directors.** The membership on a committee designated under this section may be limited to directors.

12.3. **Notice & Meetings of Committees.** Committees appointed by the board are governed by the same notice and meetings provisions as those governing notices and meetings of the board. Committees appointed by officers are governed by the same notice and meetings provisions as those governing notices and meetings of members.<sup>26</sup>

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<sup>24</sup> Bus. Org. Code §22.218

<sup>25</sup> Bus. Org. Code §22.219

<sup>26</sup> Bus. Org. Code §22.220; Bus. Org. Code §6.201

### **ARTICLE 3: OFFICERS**

1. **Officer Titles & Qualifications.** The officers of the association shall be members and shall include a president, a treasurer, a secretary, and one or more vice presidents and other officers and assistant officers as are considered by the board to be necessary. The board may appoint one or more vice-presidents and such other officers and assistant-officers as it deems necessary. Any two or more offices, other than the offices of president and secretary, may be held by the same person.<sup>27</sup>

2. **Committees May Function as Officer.** A properly designated committee may perform the functions of an officer. A single committee may perform the functions of any two or more officers, including the functions of president and secretary.<sup>28</sup>

3. **Elections & Terms of Office.** The officers of the association shall be elected at a meeting of the board of directors called to order immediately following each annual meeting of the members. Each officer shall hold office for one (1) year, or until their successor is elected at the meeting of the board of directors called to order immediately following the next annual meeting of the members. The term of an officer may not exceed three years.<sup>29</sup>

4. **Resignation or Removal.** Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any officer may be removed from office by the board whenever, in the board's judgment, the best interests of the association would be served by such removal.

5. **Standard of Care.** In performing their duties, the officers are required to exercise the standards of care provided by applicable law. An officer is not liable to the Association or any other person for an action taken or omission made by the officer in the person's capacity as an officer unless the officer's conduct was not exercised: (1) in good faith; (2) with ordinary care; and (3) in a manner the officer reasonably believes to be in the best interest of the Association.<sup>30</sup>

6. **Management Certificate.** The officers shall maintain a recording of a management certificate signed and acknowledged by an officer or the managing agent of the Association, according to the requirements of Property Code §209.004 or its successor statute.<sup>31</sup>

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<sup>27</sup> Bus. Org. Code §22.231 & §22.232

<sup>28</sup> Bus. Org. Code §22.231

<sup>29</sup> Bus. Org. Code §22.232

<sup>30</sup> Bus. Org. Code §22.235

<sup>31</sup> Property Code §209.004

## 7. Description of Principal Offices.

**7.1. President.** As the chief executive officer of the Association, the president will:

(i) preside at all meetings of the Association and of the board; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the board; and (iv) see that all orders and resolutions of the board are carried into effect.

**7.2. Secretary.** The secretary will: (i) keep the minutes of all meetings of the board and of the Association; (ii) have charge of such books, papers, and records as the board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; and (iv) in general, perform all duties incident to the office of secretary.

**7.3. Treasurer.** The treasurer will: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of treasurer.

**8. Authorized Agents.** Except when the dedicatory instruments require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association. In the absence of board designation, the president, vice-president, and the secretary will be the only persons authorized to execute instruments on behalf of the Association.

## ARTICLE 4: MEMBERS

**1. Membership.** Every owner is a member of the association. Membership is appurtenant to and may not be separated from ownership of a lot. The membership of the association at all times consists exclusively of all lot owners.

### 2. Meetings.

**2.1. Place of Meeting.** If the meeting is not held solely by using a conference telephone or other authorized communications system, members' meetings will be held at the association's principal office or at another place designated by the board.<sup>32</sup>

**2.2. Manner of Meeting.** Meetings of the members may be held by a physical meeting of the members, or by an authorized alternate communications system for meetings.

**2.3. Authorized Alternate Communications System for Meetings.** For purposes of holding a meeting of the members, or a committee of the members, an authorized alternate communica-

<sup>32</sup> Bus. Org. Code §22.156 & §6.051(a)

tions system for meetings allows such meetings to be held via a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if voting is to take place at the meeting, the association must: (1) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (2) keep a record of any vote or other action taken.<sup>33</sup>

**2.4. Conduct of Meetings.** The president, or any person designated by the board, will preside over meetings of the association. The secretary will keep, or cause to be kept, the minutes of the meeting which will record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order will govern the conduct of all meetings of the association when not in conflict with the dedicatory instruments. Votes will be tallied by tellers appointed by the person presiding over the meeting.

**2.5. Order of Business.** Unless the notice of meeting states otherwise, the order of business at meetings of the Association will be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of a quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting Reports
- Election of directors (when required)
- Unfinished or old business
- New business

**2.6. Adjournment of Meeting.** At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

3. **Notice of Meetings.**<sup>34</sup>

**3.1. Timing of Notice.** The notice of meeting must be delivered to each member entitled to vote at the meeting not later than the 10th day, and not earlier than the 60th day, before the date of the meeting.

**3.2. Manner & Content of Notice.** Notice of a meeting of the members must: (1) be given in the manner determined by the board, and in the absence of such determination, notice may be delivered personally, by mail, by facsimile, or by electronic message; and (2) state the date and time of the meeting, and: (A) if the meeting is not held solely by using an authorized alternate communications system for meetings, the location of the meeting; or (B) if the meeting is held solely or in part by using

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<sup>33</sup> Bus. Org. Code §6.002; Bus. Org. Code §6.051

<sup>34</sup> Bus. Org. Code §22.156 & §6.051(b)

an authorized alternate communications system for meetings, the form of communications system to be used for the meeting and the means of accessing the communications system. In the case of a special meeting of the members, the notice must include the purpose(s) for which such special meeting has been called.<sup>35</sup>

3.3. **Effective Date of Notice.** Notice of a meeting that is: (1) mailed is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the ownership or membership records of the association; and (2) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.<sup>36</sup>

3.4. **Notice of Election or Association Vote.** Not later than the 10th day or earlier than the 60th day before the date of an election or vote, the Association shall give written notice of the election or vote to each owner of property in the Association, for purposes of an association-wide election or vote. This section supersedes any contrary requirement in a dedicatory instrument.<sup>37</sup>

4. **Annual Meetings.** An annual meeting of the members must be held each year on or before the end of February, with the date, time, and place determined by the board.<sup>38</sup> At annual meetings the members will approve an annual budget if it has not been previously approved, elect directors according to the bylaws, and transact such other business of the Association as may properly come before them. If the board does not call an annual meeting of the Association members, an owner may demand that a meeting of the Association members be called not later than the 30th day after the date of the owner's demand, and proceed according to Property Code §209.014 to obtain such a meeting.<sup>39</sup>

## 5. **Special Meetings.**

5.1. **Call of Special Meeting.** A special meeting of the members may be called by: (1) the president; (2) a majority of the board; or (3) members having not less than 20 percent of the votes in the association. It will be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by a petition signed by members representing at least twenty percent (20%) of the votes in the Association. Such meeting will be held within 30 days after the board resolution or receipt of petition.<sup>40</sup>

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<sup>35</sup> Bus. Org. Code §6.051(a); Bus. Org. Code §6.002

<sup>36</sup> Bus. Org. Code §6.051(b)

<sup>37</sup> Property Code §209.0056

<sup>38</sup> Bus. Org. Code §22.153

<sup>39</sup> Bus. Org. Code §22.153; Property Code §209.014

<sup>40</sup> Bus. Org. Code §22.155

5.2. **Notice of Special Meeting Must State Purpose(s).** The notice of any special meeting will be the same as for notices of other meetings of the members, except such notice must also state the purpose(s) for which such meeting is called.<sup>41</sup>

## 6. **Written Consent Without Meeting.**

6.1. **Unanimous Written Consent.** The members may take action without holding a meeting, providing notice, or taking a vote, if each person entitled to vote on the action signs a written consent or consents stating the action taken. A written consent has the same effect as a unanimous vote at a meeting. A filing instrument filed with the filing officer may state that an action approved by written consent or consents has the effect of an approval by a unanimous vote at a meeting.<sup>42</sup> Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a member may be substituted or used instead of the original writing for any purpose for which the original writing could be used.<sup>43</sup> Any advance notice required for an action to be taken at a meeting is not required to be given to take the action by written consent.<sup>44</sup>

6.2. **Action by Less Than Unanimous Written Consent.** At any meeting of the members of the association, the members are authorized to take action without holding a meeting, providing notice, or taking a vote if owners or members of the entity having at least the minimum number of votes that would be necessary to take the action that is the subject of the consent at a meeting, in which each owner or member entitled to vote on the action is present and votes, sign a written consent or consents stating the action taken. Each written consent must include the date each owner or member signed the consent and is effective to take the action that is the subject of the consent only if each consent is delivered to the association not later than the 60th day after the date the earliest dated consent is delivered to the association. The association shall promptly notify each member who did not sign a consent of the action that is the subject of the consent.<sup>45</sup>

6.3. **Delivery of Less Than Unanimous Written Consent.** If less than unanimous written consent is obtained, a written consent signed by a member of the association, if the consent is not solicited on behalf of the association or the board, must be delivered by hand or certified or registered mail, return receipt requested, or by other means specified in the governing documents, to: (1) the association's registered office or principal executive office or place of business; or (2) the managerial official or agent of the association having custody of the association's records of meetings of members. A consent delivered to the association's principal executive office or place of business must be addressed to the President of the association.<sup>46</sup>

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<sup>41</sup> Bus. Org. Code §22.156 & §6.051

<sup>42</sup> Bus. Org. Code §6.201

<sup>43</sup> Bus. Org. Code §6.205

<sup>44</sup> Bus. Org. Code §6.204

<sup>45</sup> Bus. Org. Code §6.202

<sup>46</sup> Bus. Org. Code §6.203

7. **Voting.**

7.1. **Voting Rights.** The Association has two (2) classes of voting membership:

(1) **Class A.** Class A members are all owners, with the exception of the declarant, and are entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons are members. The vote for such lot will be exercised as they among themselves determine, but in no event may more than one (1) vote be cast with respect to any lot.

(2) **Class B.** The only Class B member is the declarant who is entitled to three (3) votes for each lot owned. The Class B membership automatically ceases and is converted to Class A membership at the end of the declarant control period.

7.2. **Voting Membership.** Members have the assigned votes per lot on each matter submitted to a vote of the members. Cumulative voting is prohibited.

7.3. **Quorum.** Members holding one-tenth of the votes entitled to be cast, in person or by proxy, at the beginning of the meeting, constitutes a quorum throughout the meeting.

7.4. **Votes Needed for Action.** The vote of the majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum has been established, is the act of the members, unless the vote of a greater number is required by law, the declaration, or these bylaws.

7.5. **Proxy.** A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact, and filed with the secretary at or prior to the time a quorum is determined to exist. Unless otherwise provided by the proxy, a proxy is revocable and expires 11 months after the date of its execution. A proxy may not be irrevocable for longer than 11 months.

7.6. **Manner of Conducting Voting.** A member vote on any matter may be conducted by mail, by facsimile transmission, by electronic message, or by any combination of those methods.

7.7. **Multiple Owners of Lot.**

(1) **Votes Cast in Person.** If only one of the multiple owners of a lot is present at a meeting of the association, that person may cast the vote or votes allocated to that lot. If more than one of the multiple owners is present, the vote or votes allocated to that lot may be cast only in accordance with the owners' unanimous agreement unless the declaration provides otherwise. Multiple owners are in

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<sup>47</sup> Bus. Org. Code §22.160 & §22.161

<sup>48</sup> Bus. Org. Code §22.159

<sup>49</sup> Bus. Org. Code §22.160 & §22.161

<sup>50</sup> Bus. Org. Code §22.160 & §22.161

unanimous agreement if one of the multiple owners casts the votes allocated to a lot and none of the other owners makes prompt protest to the person presiding over the meeting.

(2) **Votes Cast by Proxy.** Votes allocated to a lot may be cast under a written proxy duly executed by a lot owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a proxy duly executed by the lot owner. A lot owner may not revoke a proxy given under this section except by giving actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter or longer time.

(3) **No Cumulative Voting.** Cumulative voting is not allowed.

8. **Record Date.** The record date for determining voting members must be not less than 14 days before the meeting, and may not be earlier than the 60th day before the date of the meeting. If the voting members are not otherwise determined, the record date for determining voting members is the date on which notice of the meeting is given to the members entitled to notice of the meeting. The record date for a meeting applies to any adjournment of the meeting.<sup>51</sup>

9. **List of Voting Members.**<sup>52</sup>

9.1. **Generally.** After setting a record date for the notice of a meeting, the association must prepare an alphabetical list of the names of all its voting members, identifying: (1) the members who are entitled to notice and the members who are not entitled to notice of the meeting; (2) the address of each voting member; and (3) the number of votes each voting member is entitled to cast at the meeting.

9.2. **List Available for Inspection by Members.** Not later than the 2nd business day after the date notice is given of a meeting for which a list was prepared, and continuing through the meeting, the list of voting members must be available at the association's principal office or at a reasonable place in the Subdivision as identified in the notice of the meeting, for inspection by members entitled to vote at the meeting for the purpose of communication with other members concerning the meeting.

9.3. **Rights of Inspection & Copying.** A voting member or voting member's agent or attorney is entitled on written demand stating the purpose of the demand, to inspect and, at the member's expense, copy the list at any reasonable time and for a proper purpose, during the period the list is available for inspection.

9.4. **List Available at Meeting.** The list of voting members must be available at the meeting. A voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting.

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<sup>51</sup> Bus. Org. Code §22.163 & §6.101

<sup>52</sup> Bus. Org. Code §22.158 & §22.351

10. **Voting Rights & Quorum.**<sup>53</sup>

**10.1. How Votes Cast.** The voting rights of an owner may be cast or given: (1) in person or by proxy at a meeting of the Association; (2) by absentee ballot in accordance with this section; (3) by electronic ballot in accordance with this section; or (4) by any method of representative or delegated voting provided by a dedicatory instrument.

**10.2. Counting Absentee & Electronic Ballots.** An absentee or electronic ballot: (1) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (2) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

**10.3. Solicitation for Absentee Ballots.** A solicitation for votes by absentee ballot must include: (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (2) instructions for delivery of the completed absentee ballot, including the delivery location; and (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

**10.4. Electronic Ballot.** For the purposes of this section, "electronic ballot" means a ballot: (1) given by: (A) e-mail; (B) facsimile; or (C) posting on an internet website; (2) for which the identity of the property owner submitting the ballot can be confirmed; and (3) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot.

**10.5. Website Posting of Ballot.** If an electronic ballot is posted on an internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.

**10.6. Controlling Provisions.** This section supersedes any contrary provision in a dedicatory instrument.

11. **Recount of Votes.**<sup>54</sup>

**11.1. Requiring Recount.** Any owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (1) by certified mail, return receipt requested, or by delivery by the U. S.

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<sup>53</sup> Property Code §209.00592

<sup>54</sup> Property Code §209.0057

Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest filed management certificate; or (2) in person to the Association's managing agent as reflected on the latest filed management certificate filed, or to the address to which absentee and proxy ballots are mailed.

**11.2. Retaining Recount Assistance.** The Association shall, at the expense of the owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this subsection. The Association shall enter into a contract for the services of a person who: (1) is not a member of the Association or related to a member of the Association board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and (2) is: (A) a current or former: (i) county judge; (ii) county elections administrator; (iii) justice of the peace; or (iv) county voter registrar; or (B) a person agreed on by the Association and the persons requesting the recount.

**11.3. Deadline for Recount.** Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount. The Association shall provide the results of the recount to each owner who requested the recount. Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

## **12. Special Voting Provisions.**

**12.1. Ballot Requirements.** Any vote cast in an election or vote by a member of a Association must be in writing and signed by the member. Electronic votes cast under Section 4.10. ["Voting Rights & Quorum"] constitute written and signed ballots. In an association-wide election, written and signed ballots are not required for uncontested races.<sup>55</sup>

**12.2. Absolute Right to Vote for Board.** A provision in a dedicatory instrument that would disqualify a property owner from voting in an association election of board members or on any matter concerning the rights or responsibilities of the owner is void.<sup>56</sup>

### **12.3. Tabulation and Access to Ballots.**<sup>57</sup>

**(1) Persons Barred from Access to Ballots.** Notwithstanding any other provision of this chapter or any other law, a person who is a candidate in an association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.

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<sup>55</sup> Property Code §209.0058

<sup>56</sup> Property Code §209.0059

<sup>57</sup> Property Code §209.00594

(2) **Nondisclosure**. A person other than a person described by subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.

(3) **Access to Ballots - Exception**. Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under subsection (2), including a person described by subsection (1), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

### 13. **Co-Owned Lots**.

13.1. **Present at Meeting**. If only one of the multiple owners of a lot is present at a meeting, that person may cast the vote or votes allocated to that lot. If more than one of the multiple owners is present, the vote or votes allocated to that lot may be cast only in accordance with the owners' unanimous agreement unless the declaration provides otherwise. Multiple owners are in unanimous agreement if one of the multiple owners casts the votes allocated to a lot and none of the other owners makes prompt protest to the person presiding over the meeting.

13.2. **By Proxy**. Votes allocated to a lot may be cast under a written proxy duly executed by a lot owner. If a lot is owned by more than one person, each owner of the lot may vote or register protest to the casting of votes by the other owners of the lot through a proxy duly executed by the lot owner. A lot owner may not revoke a proxy except by giving actual notice of revocation to the person presiding over the meeting of the Association.

14. **Entity-Owned Lots**. If a lot is owned by a legal entity such as a corporation, the vote appurtenant to that lot may be cast by any governing representative, such as an officer of the corporation or any general partner of a partnership, in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning entity. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified to vote.

## ARTICLE 5: **ASSOCIATION RECORDS**

1. **Records Retention Policy**. The Association will retain the following records for the below-stated periods of time, being the stated minimum requirements of Property Code §209.005(m):

(a) certificates of formation, bylaws, restrictive covenants, and all amendments shall be retained permanently; (b) financial books and records shall be retained for at least seven years; (c) account records of current owners shall be retained for at least five years; (d) contracts with a term of one year or more shall be retained for at least four years after the expiration of the contract term; (e) minutes of meetings of the owners and the board shall be retained for at least seven years; and (f) tax returns and audit records shall be retained for at least seven years.<sup>58</sup>

<sup>58</sup> Property Code §209.005(m)

2. **Inspection and Production of Books and Records.** A member, on written demand stating the purpose of the demand, is entitled to examine and copy at the member's expense, in person or by agent, accountant, or attorney, at any reasonable time and for a proper purpose, the books and records of the Association relevant to that purpose.<sup>59</sup>

**2.1. Purpose of Policy.** The purpose of this policy is to comply with the requirement of Property Code §209.005(i).

**2.2. Authority to Recover Costs.** If an open records request is made to the Association, the Association may charge the requestor all reasonable costs of materials, labor, and overhead for compiling, producing, and reproducing the requested information.

**2.3. Charges.** The rates which the Association may charge an owner are the same as the maximum permitted rates published in Section 70.3 of the Texas Administrative Code ("T.A.C.") (Title 1, Part 3, Chapter 70). The charges shown on Prescribed Costs to Owners are some of the T.A.C. rates in effect on the date this policy is adopted and will be deemed to change automatically with changes in the State's maximum permitted rates for public information requests.

**2.4. Prescribed Costs to Owners.** The member will be charged the following:

**(1) Copy Charges.** (a) Electronic image transmitted by email - no copy charge; (b) Electronic image downloaded to USB drive - actual cost of drive; (c) Standard paper copy or scan (letter or legal size) - \$0.10 per page (double sided is 2 pages); (d) Oversize paper copy or scan (such as 11x17) - \$0.50 per page; (e) Diskette or CD - \$1.00; (f) DVD - \$3.00

**(2) Labor Charge.** (a) No labor charge if the request is for 50 or fewer pages of information, unless the records must be retrieved from a storage facility that is remote from the processor's office; (b) \$15.00 per hour, in 1/4 hour increments, for actual time to locate, compile, manipulate data, reproduce information, and (if necessary) redact confidential information, for requests of more than 50 pages and for records in remote storage; (c) No labor charge for time spent to review the requested information to determine if the information qualifies for an exemption from open records

**(3) Overhead Charge.** No overhead charge if the request is for 50 or fewer pages of information. Otherwise, the overhead charge is 20 percent of the labor charge.

**(4) Remote Document Retrieval Charge.** If the requested information is stored with a commercial records storage company that charges a fee to deliver and return stored records, the Association may seek reimbursement of the third-party fee from the owner if the request otherwise qualifies for a labor charge.

**(5) Other Charges.** Actual postage and shipping charges if necessary to transmit the reproduced information to the owner. Actual cost of miscellaneous supplies, such as boxes, if used to produce the requested information. If the Association accepts payment by credit card, the Association

<sup>59</sup> Bus. Org. Code §22.351; Property Code §209.005

may recoup the amount of any actual transaction fee charged by the credit card company for the privilege. No sales tax.

(6) **Savings Clause**. Notwithstanding anything to the contrary in any writing or communication made by the Association, the Association will not in any event be entitled to receive or collect open records charges from an owner in amounts greater than the maximum amounts permitted by applicable law. If from any circumstances whatsoever the Association charges or receives an amount in excess of the maximum charges permitted by law, the excess amount will be reimbursed to the owner.

(7) **Waiver**. The Association may reduce or waive some or all of the charges addressed by this Policy on a request-by-request basis, without waiving the right to charge such fees on future requests.

(8) **Payment**. The Association may require advance payment of the estimated charges addressed by this policy. Within 30 business days after delivering the requested information, the Association will provide the owner with an invoice of the actual costs. If the actual costs are less than the prepaid estimated charges, the Association will refund the difference to the owner within 30 business days after sending the invoice. If the actual costs are greater than the prepaid estimated charges, the difference is due and payable to the Association by the owner within 30 business days after the invoice is sent to the owner, after which time the Association may add the unpaid amount to the owner's assessment account.

3. **Resale Certificates**. Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Chapter 207 of the Property Code. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the lot for which the certificate is furnished.<sup>60</sup>

4. **Any Website to Contain Dedicatory Instruments**. The Association shall make dedicatory instruments relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.<sup>61</sup>

## **ARTICLE 6: RULES**

1. **Rules**. The board has the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the dedicatory instruments; (ii) the maintenance, management, operation, use, conservation, and beautification of the subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the dedicatory instruments. The board will, at all times, maintain the then current and complete rules in the public records as part of the dedicatory instruments.

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<sup>60</sup> Property Code §207.001 et seq

<sup>61</sup> Property Code §207.006

2. **Adoption and Amendment.** Any rule may be adopted, amended, or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

3. **Notice and Comment.** The board will give written notice to an owner of each lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter or similar publication which is circulated to the members, at least 10 days before the rule's effective date. Any member so notified has the right to comment orally or in writing to the board.

4. **Distribution.** Any rules will be published and recorded in the same manner as the other dedicatory instruments.

## **ARTICLE 7: ENFORCEMENT**

### **1. Enforcement.**

1.1. **Discretionary Authority.** An exercise of discretionary authority by the association concerning a restrictive covenant is presumed reasonable unless the court determines by a preponderance of the evidence that the exercise of discretionary authority was arbitrary, capricious, or discriminatory.<sup>62</sup>

1.2. **Standing.** The association may initiate, defend, or intervene in litigation or an administrative proceeding affecting the enforcement of a restrictive covenant or the protection, preservation, or operation of the property covered by the dedicatory instrument.<sup>63</sup>

2. **Penalties.** A court may assess civil damages for the violation of a restrictive covenant in an amount not to exceed \$200 for each day of the violation. The association does not interpret this remedy to be limited to actual compensatory damages, but instead interprets this remedy to permit punitive damages up to \$200 for each day of the violation.<sup>64</sup>

### **3. Attorney Fees & Costs.**

3.1. **Generally.** The prevailing party in an action to enforce the declaration, bylaws, or rules is entitled to reasonable attorney fees and costs of litigation from the non-prevailing party.<sup>65</sup>

3.2. **Relating to Collecting Amounts Due.** The association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the association relating to collecting amounts, including damages, due the association for enforcing restrictions or the bylaws or rules of the

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<sup>62</sup> Property Code §202.004(a)

<sup>63</sup> Property Code §202.004(b)

<sup>64</sup> Property Code §202.004(c)

<sup>65</sup> Property Code §5.006

association only if the owner is provided a written notice that attorney fees and costs will be charged to the owner if the delinquency or violation continues after a date certain. The foregoing notice provisions do not apply to a counterclaim of an association in a lawsuit brought against the association by a property owner.<sup>66</sup>

3.3. **Relating to Restrictions.** An owner is not liable for attorney fees incurred by the association relating to a matter described by the notice under Property Code §209.006 if the attorney fees are incurred before the conclusion of the hearing under Property Code §209.007 or, if the owner does not request a hearing under that section, before the date by which the owner must request a hearing. The owner's presence is not required to hold a hearing under Property Code §209.007.<sup>67</sup>

3.4. **Fees Paid to Association Account.** All attorney fees, costs, and other amounts collected from an owner shall be deposited into an account maintained at a financial institution in the name of the association or its managing agent. Only members of the board or its managing agent or employees of its managing agent may be signatories on the account.<sup>68</sup>

3.5. **Providing Copies of Invoices.** On written request from the owner, the association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the association seeks reimbursement of fees and costs.<sup>69</sup>

3.6. **Relating to Foreclosure.** The dedicatory instruments of the association allow for nonjudicial foreclosure; therefore, the amount of attorney's fees that the association may include in a nonjudicial foreclosure sale for an indebtedness covered by a association's assessment lien is limited to the greater of: (a) one-third of the amount of all actual costs and assessments, excluding attorney's fees, plus interest and court costs, if those amounts are permitted to be included by law or by the restrictive covenants governing the property; or (2) \$2,500. However, the foregoing does not prevent the association from recovering or collecting attorney fees in excess of such amounts by other means provided by law.<sup>70</sup>

## **ARTICLE 8: OBLIGATIONS OF THE OWNERS**

1. **Notice of Sale.** Any owner intending to sell his lot or any interest therein will give written notice to the board of such intention, together with (i) the address or legal description of the lot or interest being conveyed, (ii) the name and address of the intended purchaser, (iii) the name, address, and phone number of the title company or attorney designated to close such transaction, (iv) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (v) scheduled date of

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<sup>66</sup> Property Code § 209.008(a)&(e)

<sup>67</sup> Property Code § 209.008(b)

<sup>68</sup> Property Code § 209.008(c)

<sup>69</sup> Property Code § 209.008(d)

<sup>70</sup> Property Code § 209.008(f)

closing. An owner will furnish this information to the board no less than 10 working days before the date of conveyance of the lot or any interest therein.

2. **Proof of Ownership.** Any person, on becoming an owner of a lot, will furnish to the board evidence of ownership in the lot, which copy will remain in the files of the Association. A member is not deemed to be in good standing with the Association unless this requirement is first met. This requirement may be satisfied by receipt of a board-approved form that is completed and acknowledged at time of conveyance of the lot or any interest therein.

3. **Owners' Addresses.** The owner or the several co-owners of a lot will register and maintain one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications. The owner will keep the Association informed of the member's current mailing address. If an owner fails to maintain a current mailing address with the Association, the address of that owner's lot will be deemed to be the owner's mailing address.

4. **Registration of Mortgagees.** An owner who mortgages his lot will furnish the board with the name and mailing address of his mortgagee.

5. **Assessments.** All owners will be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the declaration. A member will be deemed to be in good standing if he is current in the assessments made or levied against him and his lot.

5.1. **Priority of Payments.**<sup>71</sup>

(1) **Priority of Payments.** A payment received by the Association from the owner shall be applied to the owner's debt in the following order of priority: (a) any delinquent assessment; (b) any current assessment; (c) any attorney fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (d) any other attorney fees incurred by the Association; (e) any fines assessed by the Association; and (f) any other amount owed to the Association.

(2) **Priority Not Applicable If Default Exists.** If, at the time the Association receives a payment from an owner, the owner is in default under a payment plan entered into with the Association: (a) the Association is not required to apply the payment in the order of priority specified by the above subsection (1); and (b) in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

5.2. **Third Party Collections.**<sup>72</sup>

(1) **Collection Agent.** In this section, "collection agent" means a debt collector, as defined by Section 803 of the Federal Fair Debt Collection Practices Act (15 U.S.C. Section 1692a).

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<sup>71</sup> Property Code §209.0063

<sup>72</sup> Property Code §209.0064

(2) **Notice Concerning Fees.** The Association may not hold an owner liable for fees of a collection agent retained by the Association unless the Association first provides written notice to the owner by certified mail, return receipt requested, that: (a) specifies each delinquent amount and the total amount of the payment required to make the account current; (b) describes the options the owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and (c) provides a period of at least 30 days for the owner to cure the delinquency before further collection action is taken.

(3) **Contingent Fees.** An owner is not liable for fees of a collection agent retained by the Association if: (a) the obligation for payment by the Association to the Association's collection agent for fees or costs associated with a collection action is in any way dependent or contingent on amounts recovered; or (b) the payment agreement between the Association and the Association's collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent.

(4) **Owner May Contact Managing Agent.** The agreement between the Association and the Association's collection agent may not prohibit the owner from contacting the Association board or the Association's managing agent regarding the owner's delinquency.

(5) **Restrictions on Transfer of Receivables.** The Association may not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan.

6. **Compliance With Documents.** Each owner will comply with the provisions and terms of the dedicatory instruments, and each owner agrees to always endeavor to observe and promote the cooperative purposes for which the planned community has been established.

## **ARTICLE 9: NOTICES**

1. **Co-Owners & Entities.** All owners agree that the association is not obligated to send more than one notice per lot. If a lot is owned by more than one person, or is owned by an entity, the owners or entity, as the case may be, are obligated to provide to, and maintain with, the association a current written designation of one person to whom all association notices can be sent relating to the subject lot owned; otherwise, the association's notice to one co-owner or to any representative of the entity, will be deemed notice to all co-owners or entity representatives, as the case may be.

2. **Notice Delivery.** Notice that is: (1) mailed is considered to be given on the date notice is deposited in the U. S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the ownership or membership records of the entity; and (2) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice.<sup>73</sup>

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<sup>73</sup> Bus. Org. Code §6.051

3. **Waiver of Notice.** Whenever any notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, will be equivalent to the giving of such notice. Attendance by a member or director at any meeting of the Association or board, respectively, will constitute a waiver of notice by such member or director of the time, place, and purpose of such meeting. If all members or directors are present at any meeting of the Association or board, respectively, no notice will be required and any business may be transacted at such meeting.<sup>74</sup>

#### **ARTICLE 10: DECLARANT PROVISIONS**

1. **Conflict.** The provisions of this article will control over any provision to the contrary elsewhere in these bylaws.

2. **Board of Directors.** During the declarant control period, the declarant will govern the number, qualification, and appointment of directors. The initial directors will be appointed by declarant and need not be owners or residents. Directors appointed by declarant may not be removed by the owners and may be removed by declarant only. Declarant has the right to fill vacancies in any directorship vacated by a declarant appointee.

3. **First Meeting of Members.** A first meeting of the members may be held at the call of the majority of the directors on notice provided not later than the third day before the date of the meeting. The notice must state the purposes of the meeting.<sup>75</sup>

4. **Organizational Meeting After Declarant Control Period.** Within sixty (60) days before the end of the declarant control period, declarant will call an organizational meeting of the members for the purpose of electing directors, by ballot of members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.<sup>76</sup>

#### **ARTICLE 11: AMENDMENTS TO BYLAWS**

1. **Amendment.** These bylaws may be amended by a majority of the full board or by a majority of members entitled to vote at a meeting. The Association will make a reasonable effort to provide all owners with a detailed description, if not exact wording, of any amendment. If the members are to vote on the amendment, such description will be included in the notice of any annual or special meeting of the association if such proposed amendment is to be considered at said meeting.

2. **Adoption by Board of Directors.** The initial bylaws have been adopted by the board of directors.

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<sup>74</sup> Bus. Org. Code §22.217 & §6.051

<sup>75</sup> Bus. Org. Code § 22.104

<sup>76</sup> Bus. Org. Code § 22.104

<sup>77</sup> Bus. Org. Code § 22.102

3. **Inconsistency Between Certificate of Formation and Bylaw.** A provision of a certificate of formation that is inconsistent with a bylaw controls over the bylaw, except that a change in the number of directors by amendment to the bylaws controls over the number stated in the certificate of formation.<sup>78</sup>

4. **Consents.** If the members are to vote on an amendment, the amendment may be adopted by the vote, in person or by proxy, or written consents of members representing at least a majority of the votes cast or present at a meeting for which a quorum is obtained.

5. **Effective.** To be effective, each amendment must be in writing, reference the names of the subdivision and the Association, be signed by the president and secretary of the association, and acknowledge the requisite approval of members or directors, as the case may be. The amendment must recite the recording data for the bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recording. A copy of the amendment will be delivered to each owner at the time of the notice of the next members' meeting following the recording of the amendment.

6. **Declarant Protection.** As long as the declarant owns a lot in the subdivision, no amendment of these bylaws may affect the declarant's rights herein without the declarant's written and acknowledged consent. During the period of declarant control, the declarant's written consent must be part of the amendment instrument.

## **ARTICLE 12: GENERAL PROVISIONS**

1. **Compensation.** A director, officer, member, or resident will not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident; provided<sup>79</sup>: (a) that reasonable compensation may be paid to a director, officer, member, or resident for other services rendered to the Association; and (b) that a director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the board.<sup>80</sup>

2. **Association Delivery of Notice.** Notices delivered by the association will be given in the manner determined by the board or its officers as its governing authority. Notice that is: (1) mailed is considered to be given on the date notice is deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the ownership or membership records of the association; and (2) transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmitted to a facsimile number or an electronic message address provided by the person, or to which the person consents, for the purpose of receiving notice. The notice must be sent to the party's last known address as it appears on the records of the association at the

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<sup>78</sup> Bus. Org. Code § 22.103

<sup>79</sup> Bus. Org. Code §22.054

<sup>80</sup> Bus. Org. Code §22.054

time of transmission. If an owner fails to give the association an effective address, the association's notice may be sent (1) to the address of the owner's lot and/or (2) to the owner's address shown on the then-current property tax rolls for the lot. If the association properly delivers the notice, the owner is deemed to have been given notice, whether or not he actually receives it.<sup>81</sup>

### 3. Waiver of Notice.

3.1. Written Waiver. Notice of a meeting is not required to be given to an owner, member, or governing person of a domestic entity, or a member of a committee of the owners, members, or governing persons, entitled to notice under the Business Organizations Code or the governing documents of the Association if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting.<sup>82</sup>

3.2. Waiver by Participation. If a person entitled to notice of a meeting participates in or attends the meeting, the person's participation or attendance constitutes a waiver of notice of the meeting unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.<sup>83</sup>

4. Exceptions - Not Requiring Notice. Notice of a meeting is not required to be given to an owner or member of a filing entity entitled to notice if notice of two consecutive annual meetings and notice of any meeting held during the period between the two annual meetings, is mailed to the person entitled to notice of the meeting to the person's address as it appears on the ownership or membership transfer records of the association and is returned undeliverable. However, notice of a meeting must be given to a person not entitled to notice of the meeting under this paragraph if the person delivers to the filing entity a written notice of the person's address.<sup>84</sup>

5. Conflicting Provisions. If any provision of these bylaws conflicts with any law, such conflicting bylaws provision will be null and void, but all other provisions of these bylaws will remain in full force and effect. In the case of any conflict between the articles of incorporation of the Association and these bylaws, the articles will control. In the case of any conflict between the declaration and these bylaws, the declaration will control.

6. Severability. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

7. Construction. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for

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<sup>81</sup> Bus. Org. Code §6.051

<sup>82</sup> Bus. Org. Code § 6.052

<sup>83</sup> Bus. Org. Code § 6.052

<sup>84</sup> Bus. Org. Code § 6.053

convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

8. **Fiscal Year.** The fiscal year of the Association will be set by resolution of the board, and is subject to change from time to time as the board determines. In the absence of a resolution by the board, the calendar year is the fiscal year.

9. **Waiver.** No restriction, condition, obligation, or covenant contained in these bylaws may be deemed to have been waived by reason of failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**CERTIFICATION & ACKNOWLEDGMENT**

As the Declarant of DEERHAVEN and the initial and sole member of the DEERHAVEN Association (the "Association"), I certify that the foregoing Bylaws of the Association were adopted for the benefit of the Association by the initial Board of Directors of the Association at the organization meeting of the Board called by a majority of the Directors for the purpose of adopting these Bylaws.

SIGNED on MAY 9<sup>th</sup>, 2016.

**DECLARANT:**

DEERHAVEN DEVELOPERS, a Texas joint venture, composed of CREM FAMILY INVESTMENTS, INC., a Texas S corporation and GEORGETOWN DEERHAVEN, L.P., a Texas limited partnership,

By: [Signature]  
TROY HELLMANN,  
Manager



THE STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on May 11, 201<sup>16</sup>, by Troy Hellmann as Member/Manager of GEORGETOWN DEERHAVEN, L.P., a Texas limited partnership, as members of DEERHAVEN DEVELOPERS, a Texas joint venture, composed of CREM FAMILY INVESTMENTS, INC., a Texas S corporation and GEORGETOWN DEERHAVEN, L.P., a Texas limited partnership.

Shannon S. Crawford  
NOTARY PUBLIC, State of Texas

After recording, please return to:  
Sneed, Vine & Perry, P.C.  
108 E. 8th St.  
Georgetown, Texas 78626

2016065492  
Electronically Recorded  
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk  
7/20/2016 2:30 PM  
Pages: 51 Fee: \$221.00  
Williamson County Texas



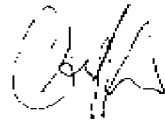
- 4. Dedictory Instruments: In addition to the Dedictory Instrument identified in Paragraph 3 above, the following document is a Dedictory Instrument governing the Association:
  - a. Certificate of Secretary of HOA of Deerhaven, Inc. regarding Amendment to Bylaws of HOA of Deerhaven, Inc.

A true and correct copy of such Dedictory Instrument is attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Williamson County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copy of the Dedictory Instrument attached to this Notice is a true and correct copy of the original.

Executed on this 12<sup>th</sup> day of January, 2021.

**HOA OF DEERHAVEN, INC.**

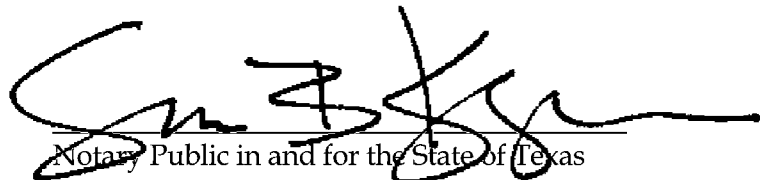
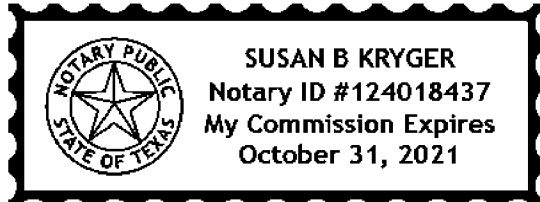


By: \_\_\_\_\_

Clinton F. Brown, authorized representative

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 12<sup>th</sup> day of January, 2021 personally appeared Clinton F. Brown, authorized representative of HOA of Deerhaven, Inc., 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 purpose and in the capacity therein expressed.

  
Notary Public in and for the State of Texas

CERTIFICATE OF SECRETARY  
of  
HOA OF DEERHAVEN, INC.  
regarding  
AMENDMENT  
to  
BYLAWS  
of  
HOA OF DEERHAVEN, INC.

THE STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON           §

I, Chad Baccus, Secretary of HOA of Deerhaven, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 1<sup>st</sup> day of December, 2020, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article 11, Section 1, of the Bylaws, entitled "Amendment", provides the Bylaws may be amended by a majority of the full board or by a majority of members entitled to vote at a meeting.

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code also grants the Board the authority to amend the Bylaws; and

WHEREAS, the Board wishes to amend the Bylaws as set forth below.

NOW, THEREFORE, the Bylaws are amended as follows:

1. Article 2, Section 2.1., of the Bylaws, entitled "Number and Staggered Terms" is amended and restated to read as follows:

**2.1. Number and Staggered Terms.** The board of directors consists of three (3) persons. In 2021, one (1) director will be elected for a term of two (2) years and two (2) directors will be elected for a term of one (1) year each. The candidate receiving the highest number of votes will be elected to the two (2) year term. Thereafter, at each annual meeting, the members will elect the number of directors necessary to fill the position on the Board that expire as of such annual meeting, each to serve a term of two (2) years. The number of directors may be changed by amendment of these Bylaws, but will not be less than three.



**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2021006808**

Pages: 5 Fee: \$33.00  
01/13/2021 03:50 PM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

**MANAGEMENT CERTIFICATE****HOA of Deerhaven, Inc.**

The undersigned, being an Officer of HOA of Deerhaven, Inc. (the "Association"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision is HOA of Deerhaven, Inc. (the "Subdivision Development").
2. The name of the Association is HOA of Deerhaven (the "Association").
3. The recording data for the Subdivision Development is as follows:

ALL THAT REAL PROPERTY KNOWN AS DEERHAVEN SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 2016060970 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

4. The recording data for the declaration applicable to the Subdivision Development, and all amendments thereto, is as follows:

Management Certificate for HOA of Deerhaven, Inc. recorded in Document No. 2023017235 of the Official Property Records of Williamson County, Texas

Management Certificate for HOA of Deerhaven, Inc. recorded under Document No. 2022010307 of the Official Public Records of Williamson County, Texas.

Management Certificate for HOA of Deerhaven, Inc. recorded under Document No. 2021158816 of the Official Public Records of Williamson County, Texas.

Dedictory Instrument for HOA of Deerhaven, Inc. recorded under Document No. 2021006808 of the Official Public Records of Williamson County, Texas.

Management Certificate for HOA of Deerhaven, Inc. recorded under Document No. 2017039033 of the Official Public Records of Williamson County, Texas.

Declaration of Easements and Restrictions for HOA of Deerhaven, Inc. recorded under Document No. 2016099300 of the Official Public Records of Williamson County, Texas.

Easement for HOA of Deerhaven, Inc. recorded under Document No. 2016066566 of the Official Public Records of Williamson County, Texas.

DCCR for HOA of Deerhaven, Inc. recorded under Document No. 2016040641 of the Official Public Records of Williamson County, Texas.

Bylaws for HOA of Deerhaven, Inc. recorded under Document No. 2016065492 of the Official Public Records of Williamson County, Texas.

5. The name and mailing address of the Association is:

HOA of Deerhaven, Inc.  
c/o Preferred Association Management Company  
700 Market Street, Building 3  
Cedar Park, TX 78613

6. The name, mailing address, telephone number, and email address of the person or entity managing the Association is:

Preferred Association Management Company  
 700 Market Street, Building 3  
 Cedar Park, TX 78613  
 Tel: (512) 918-8100  
 Email: [pamco@pamcotx.com](mailto:pamco@pamcotx.com)

7. The website address at which the Association's dedicatory instruments are available in accordance with Section 207.006 of the Texas Property Code is <https://pamcotx.com/>;

8. The following described fees are charged by the Association in relation to a property transfer in the Subdivision Development:

Transfer Fee (paid at close)	\$200.00
Resale Disclosure (TREC Form)	\$575.00
Statement of Account 1 business days Rush Fee	\$150.00
Statement of Account 2 business days Rush Fee	\$100.00
Statement of Account 3 business days Rush Fee	75.00
Resale Disclosure 1 business days Rush Fee	\$150.00
Resale Disclosure 2 business days Rush Fee	\$100.00
Resale Disclosure 3 business days Rush Fee	\$75.00
Multi-Product Order 1 business days Rush Fee	\$150.00
Multi-Product Order 2 business days Rush Fee	\$100.00
Multi-Product Order 3 business days Rush Fee	\$75.00
Lender Questionnaire 1 business days Rush Fee	\$150.00
Lender Questionnaire 2 business days Rush Fee	\$100.00
Rush Existing Order (*Add this fee to Rush Fees)	\$75.00
Statement of Account Update from 1 to 14 days	\$0.00
Statement of Account Update from 15 to 45 days	\$50.00
Statement of Account Update from 46 to 90 days	\$50.00
Refinance Statement of Account Update from 1 to 14 days	\$0.00
Refinance Statement of Account Update from 15 to 45 days	\$50.00
Refinance Statement of Account Update from 46 to 90 days	\$50.00
Resale Disclosure Update from 1 to 14 days	\$0.00
Resale Disclosure Update from 15 to 45 days	\$50.00
Resale Disclosure Update from 46 to 90 days	\$50.00
Lender Questionnaire Update from 1 to 31 days	\$25.00
Premier Resale Package (TREC Form, Statement of Account, and Association Documents)	\$375.00
"Resale Disclosure (TREC Form) and Complete Association Documents Package"	\$375.00
Statement of Account Only (No Assoc Docs)	\$175.00
Owner's Account Statement (REQUIRED FOR REFIs!)	\$100.00
Premier Lender Questionnaire Bundle (Best Value!)	\$200.00
Standard Lender Questionnaire Package	\$175.00
"Bank Owned Property Package (REQUIRED FOR FORECLOSED PROPERTIES)"	\$375.00
Statement of Account	\$175.00
Refinance Statement of Account	\$100.00
Resale Disclosure	\$175.00
"Lender Questionnaire"	\$150.00
Custom Questionnaire Fee (*Add this fee to Questionnaire Fee)	\$50.00
Appraiser Questionnaire	\$25.00

Documents:	
Annual Board Meeting Minutes	\$15.00
Articles of Incorporation	\$25.00
Budget	\$25.00
Bylaws	\$25.00
Current Unaudited Financial Documents	\$15.00
Declaration-CC&Rs	\$25.00
Important Information	\$0.00
Insurance Dec Page	\$25.00
Rules and Policies	\$15.00
Unit Ledger	\$25.00
Utility Bill	\$0.00
W-9	\$0.00

This Management Certificate is effective as of the 6 day of SEPTEMBER, 2023.

HOA OF DEERHAVEN, INC.

Texas nonprofit corporation

By: \_\_\_\_\_

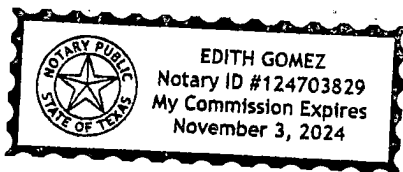
Name: Doug Plas

Title: Registered Agent

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on 6 day of September, 2023, by Doug Plas, Agent for HOA of Deerhaven, Inc. a Texas nonprofit corporation, on behalf of said corporation.



Edith Gomez  
Notary Public Signature

[SEAL]

AFTER RECORDING RETURN TO:

Preferred Association Management Company

700 Market Street, Building 3

Cedar Park, TX 78613

②  
E

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2023086094

PMC Fee: \$38.00  
10/16/2023 10:15 AM ATAYLOR



Nancy E. Rister

Nancy E. Rister, County Clerk  
Williamson County, Texas



After Recording Return To:  
Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
[avaldez@winstead.com](mailto:avaldez@winstead.com)



# DEERHAVEN

*Williamson County, Texas*

HOA OF DEERHAVEN, INC.

## PET POLICY

Reference the Declaration of Covenants, Conditions and Restrictions for Deerhaven, recorded under Document No. 2016040641 in the Official Public Records of Williamson County, Texas. The policies contained herein supersede and replace the previously adopted Fine & Enforcement Policy and Collections Policy for HOA of Deerhaven, Inc.

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## HOA OF DEERHAVEN, INC.

### PET POLICY

HOA of Deerhaven, Inc. (the "**Association**") is subject to the Declaration of Covenants, Conditions and Restrictions for Deerhaven, recorded under Document No. 2016040641 in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "**Declaration**"). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws, other recorded documents, and any rules and regulations promulgated by the Association, as adopted and amended from time to time (collectively, the "**Restrictions**"). The Board hereby adopts this Pet Policy ("**Policy**") to establish rules in relation to pets. Terms used but not defined herein shall have the meaning ascribed to such terms in the Declaration.

1. **Permitted Animals.** Only the keeping of ordinary household pets such as dogs and cats, not to exceed three (3) each in number, is allowed. No pit bull terriers or any animal considered dangerous as determined by the Board in its sole discretion may be kept on any Lot for any period of time. "Pit bull terrier" as used herein shall be construed to only refer to dogs that are more than fifty percent (50%) Staffordshire Bull Terrier, American Staffordshire Terrier or American Pit Bull Terrier. The Association may make determinations of whether a dog is a Pit Bull Terrier, as defined herein, based on the physical characteristics displayed by a dog. Notwithstanding anything contained herein, the Board of Directors shall have no obligation to confirm whether an Owner's dog is considered to be a Pit Bull Terrier as defined herein nor shall the Board have any duty to investigate the bloodline of any dog within the Deerhaven community. An Owner may rebut the Association's determination by providing adoption paperwork from a breeder or animal shelter showing that a dog is 50% or less Staffordshire Bull Terrier, American Staffordshire Terrier or American Pit Bull Terrier, and such paperwork shall be deemed as prima facie evidence that a dog is not a Pit Bull Terrier as defined herein.

For the purposes of this policy, an animal shall be considered dangerous if the animal:

- (i) Makes an unprovoked attack on a person that causes bodily injury and that occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own; or
- (ii) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts caused a person to reasonably believe that the animal will attack and cause bodily injury to that person.

2. **Removal of Animals.** Any Pit Bull Terrier or dangerous animal must be removed from the Property indefinitely. Notwithstanding the foregoing, an Owner who has a Pit Bull Terrier on such Owner's Lot prior to the date this policy is recorded may keep such Pit Bull Terrier on the Owner's Lot if the Owner complies with the following within ninety (90) days of the date this policy is recorded:

- (i) Obtain and maintain a current City of Georgetown pet license (required of all animals per city ordinance);
- (ii) Provide proof that the dog has been spayed/neutered, as required under Section 2.10 of the Declaration;
- (iii) When removed from its secure enclosure, muzzle the dog in a way to not cause injury to the dog, nor interfere with the dog's vision or breathing, but to prevent the dog from biting another animal or a person and restrain the dog at all times on a leash capable of restraining the dog without breaking and not more than six feet in length;
- (iv) Provide a secure enclosure that will prevent the dog from leaving the enclosure on its own and will reasonably prevent any persons except the owner of the dog from entering the enclosure;
- (v) Post a clearly visible sign on the secure enclosure in which the dog is kept identifying the presence of a dangerous dog on the property. The sign should be readable from any public sidewalk or street adjacent to the enclosure; and
- (vi) Obtain liability insurance coverage or show financial responsibility in the amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility.

3. **Nuisance.** All Owners are responsible to ensure that their dogs do not create a nuisance by barking or other action.

4. **Pet Enclosures.** No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all time. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

5. **Leash Requirement.** Animals shall be allowed to leave an Owner's Lot only when kept on a leash.

6. **Owner's Responsible; Association Not Liable.** Owners shall be solely responsible and liable for any injury or damage, whether to property or person, that may result from an Owner's animal or an Owner's guest's, invitee's or tenant's animal. The Association is not liable for any injury or damage, whether to property or person, that may result from an Owner's animal or an Owner's guest's, invitee's or tenant's animal.

7. **Amendment of Policy.** This policy may be amended by the Board.

[SIGNATURE PAGE FOLLOWS]

**HOA OF DEERHAVEN, INC.**  
**ACKNOWLEDGEMENT FOR RECORDING**

The undersigned hereby certifies that he/she is the duly elected, qualified and acting President of HOA of Deerhaven, Inc. (the "Association"), and that the foregoing policies are true and correct copies of the policies adopted by the Association.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the 17<sup>th</sup> day of October, 2023.

HOA OF DEERHAVEN, INC., a Texas nonprofit corporation

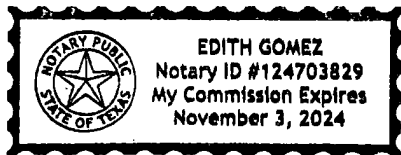
By: Sarah Listrom  
Name: Sarah Listrom  
Title: President

STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was acknowledged before me of on October 17, 2023 by Sarah Listrom, on behalf of HOA OF DEERHAVEN, INC., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

Edith Gomez  
Notary Public Signature



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2023086881

REST Fee: \$42.00  
10/18/2023 10:26 AM ATAYLOR



Nancy E. Rister  
Nancy E. Rister, County Clerk  
Williamson County, Texas



AFTER RECORDING RETURN TO:

Winstead PC

401 Congress Ave., Suite 2100

Austin, Texas 78701

e-mail: avaldes@winstead.com



# HOA OF DEERHAVEN

*Williamson County, Texas*

## SECOND AMENDMENT TO THE BYLAWS

Reference the Master Declaration of Covenants, Conditions, and Restrictions for Deerhaven, recorded as Doc. No. 2016040641 in the Official Public Records of Williamson County, Texas.

**SECOND AMENDMENT TO THE BYLAWS OF  
HOA OF DEERHAVEN, INC.**

This Amendment to the Bylaws of the HOA of Deerhaven, Inc. is made by HOA OF DEERHAVEN, INC., a Texas nonprofit corporation (the "Association"), and is as follows:

**RECITALS:**

A. The Bylaws of HOA of Deerhaven, Inc. (the "Bylaws"), were approved and adopted by Declarant, and recorded under Document No. 2016065492, Official Public Records of Williamson County, Texas.

B. *Article 11* of the Bylaws states that the Bylaws may be amended by a majority of members entitled to vote at a meeting.

C. A majority of the members entitled to vote at a meeting approved this Amendment to the Bylaws.

NOW THEREFORE, the Bylaws are hereby amended and modified as follows:

1. **Number and Staggered Terms.** *Section 2.1* of the Bylaws is hereby deleted in its entirety and replaced with the following:

**Section 2.1. Number and Staggered Terms.**

The board of directors consists of five persons. Upon election, each director will serve a term of two years. Two directors will be elected in odd-numbered years. Three directors will be elected in even-numbered years.

2. **Officer Titles & Qualifications.** *Article 3, Section 1* of the Bylaws is hereby deleted in its entirety and replaced with the following:

**Section 3. Officer Titles & Qualifications.**

The officers of the association shall be members and shall include a president, a treasurer, a secretary and two (2) directors-at-large. The board may appoint any unelected officers to complete the board. Multiple offices held by the same person in the same term are not permitted.

3. **Elections & Terms of Office.** *Article 3, Section 3* of the Bylaws is hereby deleted in its entirety and replaced with the following:

**Section 3. Elections & Terms of Office.**

The officers of the association shall be elected at a meeting of the members. Each officer shall hold office for two (2) years, unless reelected or until their successor is elected at the next annual meeting of the members corresponding to their term of service.

4. **At-Large Director.** The following is hereby added to the Bylaws as *Article 3, Section 7.4:*

**Section 7.4. At-Large Director.**

(a) The at-large directors will: (i) serve as an advocate for the members of the association; (ii) serve on at least one committee, and to actively participate in meetings of the Committee; (iii) maintain current knowledge of HOA activities and projects; (iv) understand and articulate HOA CC&R and Bylaws provisions; and (v) perform all duties incident to the office of an at-large director.

(b) the president at his/her option may identify one of the at-large directors to (i) preside at meetings in the absence of the president; (ii) act as assistant to the president; (iii) perform other duties as delegated by the president; (iv) and manage all committee reports for board meetings.

5. **Bylaws Conforming Language.** The following is hereby added to the Bylaws as *Article 11, Section 7:*

**Section 7. Bylaws Conforming Language.**

In the event these bylaws require updating to be in compliance with local, state, or national law, the Board of Directors shall have the authority to make said changes. The Board of Directors shall also have the authority to make any grammatical corrections to these bylaws as needed. If any changes of this nature occur, the Board shall inform the membership within 30 days of said change(s) and report this at the annual membership meeting.

6. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bylaws. Unless expressly amended by this Amendment, all other terms and provisions of the Bylaws remain in full force and effect as written, and are hereby ratified and confirmed.

*[Acknowledgement Page Follows]*

**ACKNOWLEDGMENT**

The undersigned hereby certifies that he/she is the Deerhaven of HOA of Deerhaven, Inc., a Texas non-profit corporation (the "Association"), and that the foregoing is a true and correct copy of the Second Amendment to the Bylaws approved by the members of the Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument on February 12<sup>th</sup>, 2024.

**ASSOCIATION:**

HOA OF DEERHAVEN, INC.  
a Texas nonprofit corporation

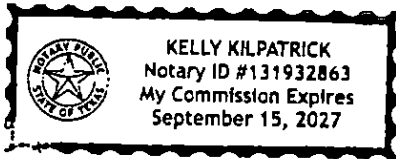
By: Sarah Lstrom  
Printed Name: Sarah Lstrom  
Title: President

THE STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was acknowledged before me this 12 day of February, 2024 by Sarah Lstrom, President of HOA of Deerhaven, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

Kelly Kilpatrick  
Notary Public Signature



**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2024017902

BY 03/07/2024 Fee: \$37.00  
01:05 PM CCASTILLO



Nancy E. Rister  
Nancy E. Rister, County Clerk  
Williamson County, Texas



AFTER RECORDING RETURN TO:  
Alex S. Valdes, Esq.  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
e-mail: avaldes@winstead.com

**HOA OF DEERHAVEN**  
**AMENDMENT TO THE BYLAWS**

**ACKNOWLEDGMENT**

The undersigned hereby certifies that he/she is the President of HOA of Deerhaven, Inc., a Texas non-profit corporation (the "Association"), and that the foregoing is a true and correct copy of the Amendment to the Bylaws approved by the members of the Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument on March 15<sup>th</sup>, 2024.

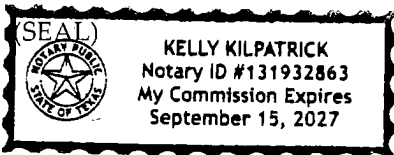
**ASSOCIATION:**

HOA OF DEERHAVEN, INC.  
a Texas nonprofit corporation

By: Sarah Listrom  
Printed Name: Sarah Listrom  
Title: President

THE STATE OF TEXAS     §  
COUNTY OF Williamsons

This instrument was acknowledged before me this 15 day of March, 2024 by Sarah Listrom, President of HOA of Deerhaven, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Kelly Kilpatrick  
Notary Public Signature

**AMENDMENT TO THE BYLAWS OF  
HOA OF DEERHAVEN, INC.**

This Amendment to the Bylaws of the HOA of Deerhaven, Inc. is made by **HOA OF DEERHAVEN, INC.**, a Texas nonprofit corporation (the "**Association**"), and is as follows:

**RECITALS:**

A. The Bylaws of HOA of Deerhaven, Inc. (the "**Bylaws**"), were approved and adopted by Declarant, and recorded under Document No. 2016065492, Official Public Records of Williamson County, Texas.

B. *Article 11* of the Bylaws states that the Bylaws may be amended by a majority of members entitled to vote at a meeting.

C. A majority of the members entitled to vote at a meeting approved this Amendment to the Bylaws.

**NOW THEREFORE**, the Bylaws are hereby amended and modified as follows:

1. **Stated Powers.** *Section 10.1(9)* of the Bylaws is hereby deleted in its entirety and replaced with the following:

**(9) Acquire & Convey Property.** Acquire, hold, encumber, terminate, and convey in its own name any right, title, or interest to real or personal property, including common area property. Nothing contained herein shall be construed to give the Board the authority to convey common area property in fee simple without member approval of the conveyance;

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bylaws. Unless expressly amended by this Amendment, all other terms and provisions of the Bylaws remain in full force and effect as written, and are hereby ratified and confirmed.

① Preferred Association Management Co  
E 700 Market Street, Bldg 3  
Cedar Park, TX 78613

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2024022725

BY Fee: \$29.00  
03/25/2024 10:51 AM CFIRESTONE



*Nancy E. Rister*  
Nancy E. Rister, County Clerk  
Williamson County, Texas



AFTER RECORDING RETURN TO:

Winstead PC

401 Congress Ave., Suite 2100

Austin, Texas 78701

Email: [avaldes@winstead.com](mailto:avaldes@winstead.com)



## DEERHAVEN

*Williamson County, Texas*

## AMENDMENT TO THE DECLARATION

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Deerhaven, recorded under Document No. 2016040641 in the Official Public Records of Williamson County, Texas, and any amendments or supplements thereto (the "Declaration").

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
DEERHAVEN**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Deerhaven (the "**Amendment**") is made by **HOA OF DEERHAVEN, INC**, a Texas non-profit corporation (the "**Association**"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Deerhaven, recorded under Document No. 2016040641 in the Official Public Records of Williamson County, Texas, and any amendments or supplements thereto (the "**Declaration**").

B. Pursuant to *Section 7.2(b)* of the Declaration, the Declaration may be amended by the affirmative vote of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

C. The Association has received the required percentage of approvals.

**NOW THEREFORE**, the Association hereby amends and modifies the Declaration as follows:

1. **Construction, Alteration or Removal of Improvements.** The first two sentences of *Section 2.3* of the Declaration are hereby deleted in their entirety and replaced with the following:

2.3 **Construction, Alteration or Removal of Improvements.** No Improvement may be constructed, altered or removed upon or from any of the Property without the prior written approval of the Architectural Committee, except for the following exceptions:

- / Improvements to backyard that are out of street view (Deer Haven Drive, Axis Loop, and White Tail Cove) AND are below the fence line; OR are not permanent.
- / Removal of sports courts and goals, swimming pools, putting greens, recreational facilities, playscapes, play and tree houses, and swing sets if the area is returned to prior condition.
- / Landscaping changes in the front yard that do not change the landscaping layout, evaluation, or water flow.
- / Irrigation and sprinkler system improvements that do not affect property outside of owned lot and are 6" or less above ground level

- / Yard decorations in celebration of a holiday that are displayed temporarily a week before or after a given holiday (with the exceptions of holiday lights, 2.12 exterior lights)
- / Industry standard "For Sale" signs while listing is active
- / Black, white, gray, gold, or silver "No Soliciting" and "Private Property" signs 8" or smaller.
- / Equipment used to connect utilities installed by the utility provider of a similar size or smaller than before or within industry standards and of a similar color to previous device or blends in with property. This DOES NOT include solar panels.

Any action, other than normal maintenance and the exceptions above, which in any way alters the exterior appearance of any Improvement or the material alteration of the landscaping plan of a Lot, shall be performed only with the prior written approval of the Architectural Committee.

2. **Trash Cans.** *Section 2.6* of the Declaration is hereby deleted in its entirety and replaced with the following:

2.6 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and all such containers shall at all times be kept within an enclosed structure or appropriately screened from view of all adjacent property and public and private rights-of-way; however, garbage and recycle containers shall be permitted to be placed outside of enclosed structures and may be removed from screened areas a maximum of two (2) times each week, no earlier than 4pm the day before designated garbage collection day and removed by end of garbage collection day. In case of delayed collection, containers may stay out until the end of day in which they are collected. All construction sites shall be kept clean and orderly and no discharge of any oil, grease or other similar substances shall be permitted. All Owners must take every reasonable action to minimize dust, noise and fumes during construction activities on their Lots.

3. **Vehicles; Unsightly Articles.** *Section 2.9(b)* of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) Passenger vehicles, motorcycles and scooters owned or used by the Owner or an Owner's guest shall not be parked or left on any portion of the Property other than in such Owners garage or driveway for longer than eighteen (18) hours at a time, and no more than two (2) passenger vehicles may be parked on the driveway or other manner as to be visible from any other portion of the

Property on a day-to-day-basis. A waiver may be submitted for Board of Directors approval for a third (3) passenger vehicle on the driveway if the driveway is large enough to fit vehicle without blocking sidewalk and garage is already being used to park at least one (1) vehicle.

4. **Exterior Lighting.** Section 2.12 of the Declaration is hereby deleted in its entirety and replaced with the following:

2.12 **Exterior Lighting.** Exterior lighting or illumination of Improvements, Buildings, yards, landscaping and parking areas shall be designed and installed with adequate top and side shielding to avoid visible glare (direct or reflected) onto other Lots. Christmas and other holiday lights shall be permitted without the prior approval of the Architectural Committee from Thanksgiving to January 6<sup>th</sup> (Epiphany) of each year. All Christmas and other holiday lights may be hung, but not illuminated on November 15<sup>th</sup>, and must be removed by January 15<sup>th</sup>. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or occupant of any Lot. The Architectural Committee, in its sole discretion, shall determine whether the provisions of this Section 2.12 have been satisfied.

5. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

[SIGNATURE PAGE TO FOLLOW]

**ACKNOWLEDGEMENT**

The undersigned hereby certifies that he/she are the duly elected, qualified and acting President and Secretary of HOA of Deerhaven, Inc., a Texas non-profit corporation (the "Association"), and that the foregoing Amendment to the Declaration has been approved by the vote of at least two-thirds (2/3) of the Association's Members.

EXECUTED TO BE EFFECTIVE as of the date this Amendment is recorded in the Official Public Records of Williamson County, Texas.

**PRESIDENT OF ASSOCIATION:**

HOA OF DEERHAVEN, INC, a Texas nonprofit corporation

By: Sarah Listrom  
Name: Sarah Listrom  
Title: President

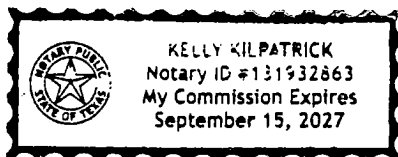
THE STATE OF TEXAS §

COUNTY OF Williamsons

This instrument was acknowledged before me this 3 day of April, 2024, by Sarah Listrom as President of HOA OF DEERHAVEN, INC, a Texas nonprofit corporation, on behalf of said entity.

(SEAL)

Kelly Kilpatrick  
Notary Public Signature



SECRETARY OF ASSOCIATION:

HOA OF DEERHAVEN, INC, a Texas nonprofit corporation

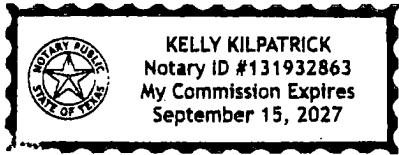
By: [Signature]  
Name: MARK A MARTINEZ  
Title: Secretary

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me this 10 day of April, 2024, by Mark Martinez as Secretary of HOA OF DEERHAVEN, INC, a Texas nonprofit corporation, on behalf of said entity.

(SEAL)



[Signature]  
Notary Public Signature

② Preferred Association Management Co  
E 700 Market Street, Bldg 3  
Cedar Park, TX 78613

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2024031773

REST Fee: \$45.00  
04/23/2024 11:02 AM CFIRESTONE



[Signature]  
Nancy E. Rister, County Clerk  
Williamson County, Texas



After Recording Return To:  
Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
[avaldes@winstead.com](mailto:avaldes@winstead.com)



# DEERHAVEN

*Williamson County, Texas*

HOA OF DEERHAVEN, INC.

## SUPPLEMENTAL POLICIES

- 1) Fine & Enforcement Policy
- 2) Collections Policy

Reference the Declaration of Covenants, Conditions and Restrictions for Deerhaven, recorded under Document No. 2016040641 in the Official Public Records of Williamson County, Texas. The policies contained herein supersede and replace the previously adopted Fine & Enforcement Policy and Collections Policy for HOA of Deerhaven, Inc.

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HOA OF DEERHAVEN, INC.

SUPPLEMENTAL POLICIES

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2	ASSESSMENT COLLECTION POLICY	ATTACHMENT 2

## ATTACHMENT 1

### HOA OF DEERHAVEN, INC.

#### FINE & ENFORCEMENT POLICY

1. Background. HOA of Deerhaven, Inc. (the "**Association**") is subject to Declaration of Covenants, Conditions and Restrictions for Deerhaven, recorded under Document No. 2016040641 in the Official Public Records of Williamson County, Texas (the "**Declaration**"). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine & Enforcement Policy to establish policies and procedures for the levy of fines within the Association in compliance with Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be deemed to be modified to comply with applicable law.

Terms used but not defined herein shall have the meaning subscribed to such term in the Restrictions.

2. Compliance Inspections. The Board may institute compliance inspection procedures to ensure compliance with the Restrictions.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by Owner and Owner's guests, invitees, family members, employees, agents, and representatives. Regardless of who commits the violation, the Association may direct all communications regarding the violation to Owner.
4. Fine Amount. The Association may establish fines for certain categories of violations, and certain fine amounts as are set forth herein. The Association reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation.
5. Violation Notice. Except as set forth herein, before levying a fine, the Association will provide a written violation notice via certified mail to Owner (at Owner's last known address as shown in the Association records) (the "**Violation Notice**") that describes any

opportunity for a hearing that may be required under the Act. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for any fine, charge, or suspension action; (3) a reference to the rule or provision at issue; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid a fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30<sup>th</sup>) day after the date the notice was sent, Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code; and (7) a statement that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 501-597(b), if Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

- A. First Violation. If Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in Paragraph 5, subsections (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
- B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as noted in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in Paragraph 5, subsections (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
- C. Continuing, Repeat, or Uncured Violation. For any violation, if Owner was provided with a Violation Notice for the same or similar violation within the preceding six (6) months, then Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including, but not limited to, the right to levy a fine pursuant to the *Schedule of Fines*. For a continuing or uncured violation, the Board, in its sole discretion, may levy a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If Owner is entitled to an opportunity to cure the violation, then Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, Owner must submit a written request (the "Request") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after receipt of the Request. Owner must be notified of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing notice communication will include any documents, photographs, and communications the Association intends to introduce at the hearing. If the Association fails to provide the information at least ten (10) days before the hearing, Owner is entitled to an automatic fifteen (15) day postponement. The hearing will be scheduled to provide a reasonable opportunity for both the Board and Owner to attend. The Board or Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. Owner shall attend the hearing, but Owner may be represented by another person (i.e., Owner's counsel) during the hearing with advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, Owner's request for hearing shall include notice of Owner's intent to make an audio recording of the hearing. If Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless the procedures are modified by the Board, a hearing will be conducted in accordance with the agenda attached hereto as Exhibit A.
7. Due Date. Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If, however, the violation is curable and no similar violation has taken place in the six (6) month period preceding the Violation Notice, the fine and/or damage charges are due immediately after the cure period ends.
8. Lien Created. To the extent permitted by the Restrictions, payment of each fine and/or damage charge levied by the Board is, together with all other authorized late fees or charges, interest, costs of enforcement and collection (including attorney's fees) secured by the lien granted to the Association pursuant to the Declaration and the Restrictions. The fine and/or damage charge will be considered an assessment, provided such classification is not inconsistent with the Restrictions, and will be enforced in accordance with the terms and provisions governing the enforcement and collection of assessments pursuant to the Declaration and the Restrictions.
9. Levy of Fine. Any fine levied may be reflected on Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
11. Cure Periods. If an Owner has cure rights, the violation will be assigned a cure period based on the specific circumstances of the violation and the complexity of the activities required to cure the violation.
12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

---

*[Schedule of Fines on following page]*

### Schedule of Fines

The Board has adopted the following general schedule of fines. References to numbered notices below does not mean the Association is required to provide all notices before exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. *The Board also reserves the right to set fine amounts on a case-by-case basis*, provided the fine comports with Texas law and the Restrictions.

#### FINES†:

Violation	Time to Cure	Initial Fine	Accrues
Construction, Alteration or Removal of Improvement. <i>Section 2.3</i>	7 Days	\$50.00	Weekly
Condition and Repair of Improvements and Landscaping. <i>Section 2.4</i>	7 Days	\$50.00	Weekly
Rubbish and Debris. <i>Section 2.6</i>	24 Hours	\$25.00	Weekly
Noise; Nuisance. <i>Section 2.7</i>	24 Hours	\$25.00	Per Occurrence
Hazardous Activities; Fertilizers, Pesticides and Herbicides. <i>Section 2.8</i>	24 Hours to Stop 7 Days to Correct	\$50.00	Weekly
Vehicles; Unsightly Articles. <i>Section 2.9</i>	72 Hours	\$50.00	Weekly
Animals. <i>Section 2.10</i>	24 Hours to Stop 7 Days to Correct	\$25.00	Weekly
Exterior Lighting. <i>Section 2.12</i>	24 Hours to Stop 7 Days to Correct	\$25.00	Weekly
Unfinished Structures. <i>Section 2.14</i>	7 Days	\$25.00	Weekly
Liability of Owners for Damage to Common Area and Facilities. <i>Section 2.15</i>	72 Hours to Stop 7 Days to Correct	Minimum \$100; Based on damage assessed	Weekly
All Other Violations**	7 Days to Correct	\$25.00	Weekly

† The Board reserves the right to adjust fine amounts based on the severity and/or frequency of the violation.

\*\* The Association further reserves the right to record a supplemental or separate fine schedule that will remove specified violations from the "All Other Violations" category and, thereafter, apply the fines set forth in the fine schedule.

**EXHIBIT A – FINE & ENFORCEMENT POLICY**

**PROCEDURE FOR HEARING BEFORE THE BOARD**

**I. Introduction**

**Association Rep:** The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the Association and Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

**II. Presentation of Facts**

**Association Rep:** This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, Owner or his/her representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

**III. Discussion**

**Association Rep:** This portion of the hearing is to permit the Board and Owner to discuss matters relevant to the violation.

**IV. Resolution**

**Association Rep:** [Announce any agreement or resolution or state that the Board will take the matter under advisement]

**V. Adjournment**

**Association Rep:** At this time the hearing is adjourned.

## ATTACHMENT 2

### HOA OF DEERHAVEN, INC.

#### ASSESSMENT COLLECTION POLICY

HOA of Deerhaven, Inc. (the "**Association**") is subject to the Declaration of Covenants, Conditions and Restrictions for Deerhaven, recorded under Document No. 2016040641 in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "**Declaration**"). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws, other recorded documents, and any rules and regulations promulgated by the Association, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of its owners ("**Owners**") to pay assessments and other charges due the Association ("**Assessments**") pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy ("**Policy**") to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions.

#### INVOICES, DELINQUENCIES, LATE CHARGES & INTEREST

Invoice. The Association may, but shall not be required to, invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. As a matter of course, assessments are invoiced by statements. Non-receipt of an invoice shall in no way relieve Owner of the obligations to pay the amount due by the due date. Owners who do not receive an invoice are responsible for contacting the Association and any manager, by January 31<sup>st</sup> of each year to request an invoice. Owners are responsible for notifying the Association and its manager, in writing, of any request to change Owner's mailing address or other contact information.

NOTE: To change Owner's contact information to an address other than the Owner's residence in the subdivision, Owner must submit a written request to change Owner's address to the Association's Manager in accordance with any policy pertaining to the same.

Due Date. An Owner will timely and fully pay Assessments. Assessments shall be paid on such monthly, quarterly or other basis as the Board may designate in its sole and absolute discretion.

Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

Insufficient Funds. The Association may levy a charge of up to \$50 for any check returned to the Association due to insufficient funds.

Waiver. Collection costs, late fees, and interest may be waived by the Board.

### INSTALLMENTS & ACCELERATION

If an Assessment is payable in installments and an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment.

### PAYMENT PLANS

Payment Plans. If required by applicable law, the Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested; however, the Association is not required to offer a payment plan exceeding a maximum term eighteen (18) months. For any payment plan, Owner may be charged reasonable costs associated with administering the payment plan and interest. The Association will determine the actual term of each payment plan offered to an Owner. The Association is not required to offer a payment plan more than once in a twelve (12) month period or if Owner has defaulted on a previous payment plan in the last two (2) years. A payment plan is only required if an owner notifies the Association, in writing, of Owner's request for a payment plan before any payment plan request deadline set forth in a delinquency notice. A payment plan is not required to be offered after the initial cure period for a delinquent account.

### PAYMENTS

Application of Payments. Payments received by the Association shall be applied in the following order, starting with the oldest charge in each category, unless Owner is in default under a payment plan when the payment is received:

(1) Delinquent Assessments	(4) Other Reasonable Attorney's Fees
(2) Current Assessments	(5) Reasonable Fines
(3) Reasonable Attorney's Fees and Costs for Assessment Collection	(6) Any Other Reasonable Amount Owed

Form of Payment. The Association may require that payment for a delinquent account be made only in the form of cash, cashier's check, or certified funds.

Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to Owner. The Association may require Owner to prepay the cost of preparing and recording the release.

Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

### LIABILITY FOR COLLECTION COSTS

Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, filing fees, recording fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

### COLLECTION PROCEDURES

Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association will send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that Owner has forty-five (45) days for Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may

pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

Verification of Owner Information. The Association may obtain a title report to determine the names of Owners and the identity of other lien-holders, including the mortgage company.

Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

Notification of Mortgage Lender. The Association may notify a mortgage lender of a delinquent account.

Notification of Credit Bureau. The Association may report the defaulting Owner to a credit reporting service with prior notice to Owner of at least thirty (30) business days. The notice must include a detailed report of delinquent charges owed and information about the opportunity to enter into a payment plan. Amounts that are the subject of a pending dispute may not be reported and no fee may be charged back to Owner for the cost of the reporting.

Collection by Attorney. If Owner's account remains delinquent for a period of sixty (60) days or more, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. The Association's attorney will ensure the following notices are provided, or have been provided, in accordance with applicable law:

**Notice of Delinquency:** Preparation of written notice of the delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

**Second Notice:** Preparation of the second written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

**Lien Notice:** Preparation of the Lien Notice Letter and recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full by the deadline set forth in the notice letter, then

**Final Notice:** Preparation of the Final Notice of Demand for Payment Letter and any notice required to be sent to any holder of a lien of record on the property whose lien is evidenced by a deed of trust and is inferior or subordinate to the Association's lien. If the account is not paid in full by the deadline set forth in the notice letter, then

**Foreclosure of Lien:** Only upon specific approval by a majority of the Board.

Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to Owner's Mortgagee, if required.

NOTE: Texas law requires that at least two (2) notices precede the recording of any lien. For accounts that become delinquent on or after September 1, 2023, a lien may only be recorded after notice of the delinquency has been sent: (1) to the Owner by email using an email address the Owner has provided to the Association or, alternatively by first-class mail (the first-class mail requirement may be satisfied by a letter sent by USPS certified mail) sent to the Owner's last known mailing address, as reflected in the records maintained by the Association; and also (2) to the Owner, by certified mail, return receipt requested, directed to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be sent at least thirty (30) days after the first required notice of delinquency has been sent to the Owner, and the lien may only be recorded if at least ninety (90) days have passed since the date the certified delinquency notice was sent to the Owner. The foregoing requirements conform to the requirements set forth in Chapter 209 of the Texas Property Code and apply only to the extent applicable law continues to require such notices before a lien may be recorded.

Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

Suspension of Use of Certain Facilities or Services. The Board may suspend the use of any common area property or amenities by an Owner and Owner's guests, invitees, or family members, if Owner's account with the Association is delinquent for at least thirty (30) days.

## GENERAL PROVISIONS

Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Restrictions and the laws of the State of Texas.

Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum that exceeds the maximum rate permitted by law, the amount charged will be deemed

reduced to the maximum amount allowed by law and any excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to Owner if those Assessments are paid in full.

Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to Owner as follows: (1) for mailed notices, upon depositing the same with USPS, addressed to Owner at the most recent address shown on the Association's records; (2) for personal delivery, upon delivery to Owner; or (3) for email, upon the transmittal to Owner by email using the email address Owner provided to the Association. If the Association's records show an Owner's property is owned by two (2) or more persons, notice to one Owner is deemed notice to all Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

Amendment of Policy. This policy may be amended by the Board.

*[END OF POLICY]*

**HOA OF DEERHAVEN, INC.**  
**ACKNOWLEDGEMENT FOR RECORDING**

The undersigned hereby certifies that he/she is the duly elected, qualified and acting President of HOA of Deerhaven, Inc. (the "Association"), and that the foregoing policies are true and correct copies of the policies adopted by the Association.

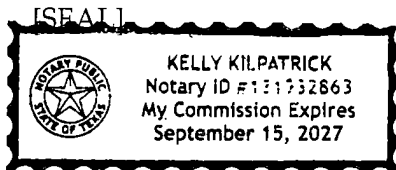
IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the 3<sup>rd</sup> day of April, 2024.

HOA OF DEERHAVEN, INC., a Texas nonprofit corporation

By: Sarah Listrom  
Name: Sarah Listrom  
Title: President

STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was acknowledged before me of on April 3rd, 2024 by Sarah Listrom, on behalf of HOA OF DEERHAVEN, INC., a Texas non-profit corporation, on behalf of said corporation.



Kelly Kilpatrick  
Notary Public Signature

②  
E Preferred Association Management Co  
700 Market Street, Bldg 3  
Cedar Park, TX 78613

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2024031774

REST Fee: \$81.00  
04/23/2024 11:02 AM CFIRESTONE



Nancy E. Rister  
Nancy E. Rister, County Clerk  
Williamson County, Texas