

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

2002052590 1 pg

- 1 NAME OF SUBDIVISION OAK CREEK
- 2 NAME OF ASSOCIATION OAK CREEK HOMEOWNERS ASSOCIATION INC
- 3 RECORDING DATA FOR SUBDIVISION CABINET H SLIDES 218-220 AND 246-247, Plat Records
TRAVIS County, Texas
- 4 RECORDING DATA FOR ASSOCIATION DECLARATION
- NAME OF INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OAK CREEK
- RECORDING INFORMATION On or about March 14, 1986 VOLUME 1326, PAGE 183 Real
Property Records of WILLIAMSON County Texas together
with any other filings of records (if any)
- 5 MAILING ADDRESS OF THE ASSOCIATION OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE
ASSOCIATION
- Alliance Association Management
3355 Bee Caves Road Suite 510
Austin, Texas 78746
- Phone (512) 328-6100
- 6 OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE

Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase

SIGNED this 26 day of JUNE, 2002.

OAK CREEK HOMEOWNERS ASSOCIATION, INC

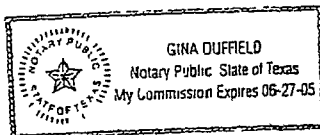
By

Gunny Krueger
Duly Authorized Agent

Gunny Krueger
Print Name

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on JUNE 26, 2002, by
GINNY KRUEGER, duly authorized agent for OAK CREEK HOMEOWNERS ASSOCIATION,
INC on behalf of said association



Gina Duffield
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO
Alliance Association Management
3355 Bee Caves Road Suite 510
Austin Texas 78746

Nancy E. Rister
07-12-2002 08:39 AM 2002052590
SUSAN \$9.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

NOTICE TO PROSPECTIVE PURCHASERS OF OAK CREEK LOTS REGARDING RULES, BY-LAWS,
DECLARATION,
RESALE CERTIFICATES AND MANAGEMENT

All prospective purchasers of lots at Oak Creek Homeowners Association Inc according to the Declaration of Covenants Condition and Restrictions filed of record in Volume 1326 ~~Page~~ 183, Official Records Records of Williamson County Texas are notified by the Oak Creek Homeowners Association Inc as follows

1 Before finalizing the purchase of any lot at Oak Creek Homeowners Association Inc , please be aware that you are as a matter of law, on notice of all the contents of the above declaration and the association's by-laws and rules Such documents are binding upon all lot owners

2 The rules (Covenants & Restrictions) contain limitations regarding the use of the lot and the common area by owners tenants and their family and guests

3 It is recommended that you obtain copies of all the foregoing instruments and read them prior to making a final commitment to purchase a lot at Oak Creek Homeowners Association, Inc , referred to above

4 At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest, and other charges You are advised to obtain a "resale certificate" from the association management which will verify whether there are any unpaid amounts.

5 The Association has authorized the managing agent to charge a transfer fee of \$100.00 for the sale of any lot payable by the buyer at closing All closing officers are asked to contact the managing agent to obtain further material to be presented to buyer at closing

6 Until changed by notice recorded in the Official Records of Williamson County, Texas, the address and telephone number of the managing agent for the association for purposes of obtaining resale certificates, copies of documents, and information about delinquent sums owed to the association by lot owners selling their lots, are as follows

Alliance Association Management
3355 Bee Caves Road, Suite 510
Austin, Texas 78746
(512) 328-6100 - Telephone
(512) 328-6178 - Fax

Dated this 11 day of September, 2001

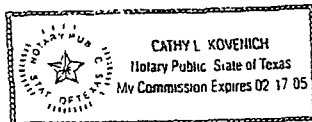
Oak Creek Homeowners Association, Inc.

By
Print Name
Title

Ginny Krueger
Ginny Krueger
Managing Agent

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on September 11, 2001, by Ginny Krueger, as Managing Agent of Oak Creek Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation



Cathy L. Kovenich
Notary Public for the State of Texas
Printed Name of Notary CATHY KOVENICH
My Commission Expires 2/17/05

After recording, return to
Alliance Association Management
3355 Bee Caves Road, Suite 510
Austin, Texas 78746

FILED IN RECORDS
OFFICIAL PUBLIC RECORD

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation

Nancy E. Rister
09-20-2001 04:03 PM 2001064747
ANDERSON \$9.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

NOTICE TO PROSPECTIVE PURCHASERS OF OAK CREEK LOTS
REGARDING RULES, BY-LAWS, DECLARATION,
RESALE CERTIFICATES AND MANAGEMENT

All prospective purchasers of lots in Oak Creek according to the Declaration of Covenants, Conditions, and Restrictions for Oak Creek filed of record in Volume 1326, Page 183, Real Property Records of Williamson County, Texas, including all present and future amendments, are notified by the Oak Creek Homeowners Association, Inc as follows

1 Before finalizing the purchase of any lot in Oak Creek, please be aware that you are, as a matter of law, on notice of all the contents of the above declaration and the association's by-laws and rules. Such documents are binding upon all owners.

2 The rules contain limitations regarding the use of the lots and the common area by owners, tenants, and their family and guests.

3 It is recommended that you obtain copies of all the foregoing instruments and read them prior to making a final commitment to purchase a lot at Oak Creek.

4 At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest, and other charges. You are advised to obtain a "resale certificate" from the association management which will verify whether there are any unpaid amounts.

5 The Association has authorized the managing agent to charge a transfer fee of \$75.00 for the sale of any developed lot payable by the buyer at closing. All closing officers are asked to contact the managing agent to obtain further material to be presented to buyer at closing.

6 Until changed by notice recorded in the Real Property Records of Williamson County, Texas, the address and telephone number of the managing agent for the association for purposes of obtaining resale certificates, copies of documents, and information about delinquent sums owed to the association by owners selling their lots, are as follows:

David B. Edelman Company
3355 Bee Caves Road, Suite 510
Austin, Texas 78746
(512) 328-6100

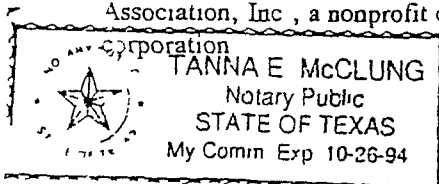
Dated this 27 day of October, 1993

Oak Creek Homeowners Association, Inc.

By Steve Bird
Title President

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on October 27, 1993, by Steve Bird, as President of Oak Creek Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said



Tanna E. McClung
Notary Public for the State of Texas
Printed Name of Notary Tanna E. McClung
My Commission Expires October 26, 1994

After recording, return to:
David B. Edelman Company
3355 Bee Caves Road, Suite 510

OFFICIAL RECORDS



The State of Texas

SECRETARY OF STATE

**CERTIFICATE OF RESTATED ARTICLES
OF INCORPORATION
OF**

OAK CREEK HOMEOWNERS ASSOCIATION, INC.

The undersigned, as Secretary of State of Texas, hereby certifies that Restated Articles of Incorporation of the above corporation duly executed pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Restated Articles of Incorporation and attaches hereto a copy of the Restated Articles of Incorporation.

Dated: October 6, 1995



*Antonio O. Garza, Jr.
Secretary of State*

**RESTATED AND AMENDED
ARTICLES OF INCORPORATION
OF OAK CREEK HOMEOWNERS ASSOCIATION, INC.**

1.

OAK CREEK HOMEOWNERS ASSOCIATION, INC. hereby adopts the attached restated articles of incorporation.

2.

FILED
In the Office of the
Secretary of State of Texas

OCT - 6 1995

Corporations Section

A summary of the changes in the restated articles of incorporation are as follows:

1. Article IV has been changed to reflect the new name of the Declaration.
2. Article IV(d) has been changed to reflect the authorization to borrow money.
3. Article VI has been changed by removing references to Class A and Class B members.
4. Article VII has been changed to show the current registered office and agent.
5. Article VIII has been amended to show the names and addresses of the present Board of Directors.
6. Article X has changed by removing references to Class A and Class B membership.
7. Article XI has been changed by removing reference to Class B membership.
8. Article XII has been changed by removing references to Class A and Class B membership.
9. Article XIII has been changed by removing references to Class A and Class B membership.
10. Article XV entitled "VA Approval" has been completely deleted.
11. A new Article XV has been added to incorporate indemnity and nonliability provisions, protecting the Board of Directors and others.

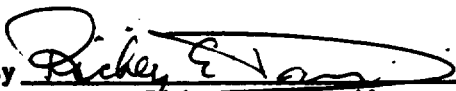
Otherwise, there are no substantive changes. Some typographical and grammatical changes that do not change substance have been made throughout.

3.

The restated articles of incorporation have been adopted in accordance with the provisions of Texas Non-Profit Corporation Act. The restated articles accurately copy the articles of incorporation and all amendments thereto that were in effect on this date and as further amended by such restated articles of incorporation and contain no changes other than those outlined above. The restated articles were adopted at a meeting of the members held on August 8, 1995, at which a quorum was present, and the restated articles and the amendments made by such restated articles received at least two-thirds of the votes of the members entitled to vote, as required by the Texas Non-profit Corporation Act.

The original articles of incorporation are hereby superseded by the following restated articles of incorporation.

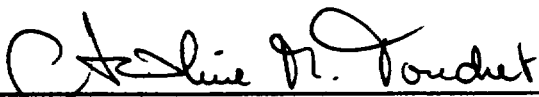
Dated September 25, 1995

By 
Rickey Davis, President

STATE OF TEXAS
COUNTY OF TRAVIS

Sworn to and acknowledged before me on 09/25/95, 1995 by Rickey Davis, as President of OAK CREEK HOMEOWNERS ASSOCIATION, INC., a non-profit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.




Notary Public for the State of Texas
Printed name of notary Caroline M. Touchet
My commission expires May 10, 1999

oakcrkcorpstmt.14es

**ARTICLES OF INCORPORATION
OF
OAK CREEK HOMEOWNERS ASSOCIATION, INC.**

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

ARTICLE I. NAME

The name of the corporation is Oak Creek Homeowners Association, Inc. hereinafter called the "Association".

ARTICLE II. TYPE OF CORPORATION

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

ARTICLE III. DURATION

The period of duration is perpetual.

ARTICLE IV. PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain real property described in that certain Declaration of Covenants, Conditions and Restrictions for Oak Creek-Revised 1995, a subdivision in Williamson County, Texas (hereinafter called "the Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in said Declaration and in these Articles; and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of said Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To borrow money as authorized in the Declaration and Bylaws;
- (e) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and

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

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

ARTICLE V. MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

The Bylaws of the Association may provide for suspension of membership for failure to pay assessments and for violation of the Rules and Regulations established by the Board of Directors.

ARTICLE VI. VOTING RIGHTS

Members shall be all those Owners as defined in Article V. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VII. AGENT AND OFFICES

The registered agent for the corporation and the registered address of such agent shall be Larry Niemann, 1122 Colorado Street, Suite 313, Austin, Texas 78701. The principal office of the Association is located at 3355 Bee Caves Road, Suite 510, Austin, Texas 78746.

ARTICLE VIII. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of three to seven directors, who need not be members of the Association as determined by vote of the Association at the annual meeting. The number of directors may be changed by amendment of the Bylaws of the Association. The name(s) and address(es) of the current directors are:

- (1) Rickey Davis, 1005 Oakwood, Round Rock, Texas 78681.
- (2) Kathy Wood, 1200 Owl Court, Round Rock, Texas 78681.
- (3) J.D. Webb, 1001 Oakwood, Round Rock, Texas 78681.
- (4) Spencer Ainsworth, 2225 Mockingbird, Round Rock, Texas 78681.
- (5) Stephen A. Yeaman, 2227 Mockingbird Drive, Round Rock, Texas 78681.

ARTICLE IX. MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the voting membership; all subject, however, to the provisions relating to annexation as set forth in said Declaration.

ARTICLE X. AUTHORITY TO MORTGAGE

After same has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds of the membership, if any.

ARTICLE XI. AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area (after same has been conveyed to it) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

ARTICLE XII. DISSOLUTION

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

ARTICLE XIII. MEETINGS FOR ACTIONS GOVERNED BY ARTICLES IX THROUGH XII

In order to take actions under Articles IX through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast 60% of the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XIV. AMENDMENTS

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

ARTICLE XV. DIRECTOR LIABILITY

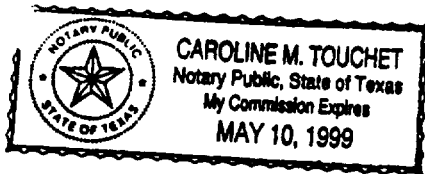
No director of the corporation shall be liable to the corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director occurring at any time, whether on or after the date hereof or, to the full extent permitted by law, prior to the date hereof, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the director's office, or (iv) for acts or omissions for which the liability of a director is expressly provided by statute. Any repeal or amendment of this Article by the members of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or amendment. In addition to the circumstances for which a director shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or amendment. In addition to the circumstances for which a director of the corporation is not personally liable as set forth in the preceding sentences, a director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a director.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of September, 1995.

Rickey Davis
President

STATE OF TEXAS
COUNTY OF Texas / Travis

Sworn to and subscribed before me this the 25th day of September, 1995 by Rickey Davis. This instrument was acknowledged before me by Rickey Davis this 25th day of September 25th day of, 1995.



Caroline M. Touchet
Notary Public for the State of Texas
Printed name of notary Caroline M. Touchet
My commission expires 05/10/99

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DOC# 9647369

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR OAK CREEK--REVISED 1995

April 13, 1995

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10017 0170

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DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR OAK CREEK--REVISED 1995

This is a Declaration of Covenants, Conditions, and Restrictions applicable to specified Lot Owners in Oak Creek, a subdivision in Williamson County, Texas

RECITALS

Whereas the documents listed below currently apply or may apply to *all the Lots* in Oak Creek Subdivision recorded in Cabinet H, Slides 218-220 (Section One), and Slides 246-247 (Section Two), of the Plat Records of Williamson County, Texas, as amended from time to time; and

- 1 Declaration of Covenants, Conditions, and Restrictions, dated March 14, 1986 and recorded in Volume 1326, Page 183, Official Records of Williamson County, Texas.
2. Declaration of Covenants, Conditions, and Restrictions, dated June 23, 1986 and recorded in Volume 1377, Page 276, Official Records of Williamson County, Texas
- 3 Amended Declaration of Covenants, Conditions, and Restrictions, dated June 23, 1986 and recorded in Volume 1377, Page 267, Official Records of Williamson County, Texas.
- 4 Corrected Amended Declaration of Covenants, Conditions, and Restrictions, dated June 23, 1986 and recorded in Volume 1429, Page 505, Official Records of Williamson County, Texas.
- 5 First Amendment to Declaration of Covenants, Conditions, and Restrictions, dated October 29, 1987 and recorded in Volume 1602, Page 226, Official Records of Williamson County, Texas.
6. First Amendment to Amended Declaration of Covenants, Conditions, and Restrictions, dated October 29, 1987 and recorded in Volume 1602, Page 222, Official Records of Williamson County, Texas

Whereas the necessary 75% of the Owners of the Lots which are subject to the above instruments have voted to consolidate, amend, and shorten such documents into one document entitled "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995", hereafter called "Use Restrictions" (Exhibit C); and

Whereas a copy of such Use Restrictions has been recorded in the Official Records of Williamson County, Texas and is attached hereto as Exhibit C,

Whereas such Use Restrictions have been adopted and all actions referred to therein have been taken pursuant to the required procedural requirements of such documents;

Whereas the documents listed below currently apply or may apply to *nearly all* the Lots in Oak Creek Subdivision, to wit, those Lots specifically described in Exhibit A to this Declaration, such documents being

- 1 Supplementary Declaration of Covenants, Conditions, and Restrictions for Oak Creek dated November 14, 1986 and recorded in Volume 1449, Page 626, Official Records of Williamson County, Texas
- 2 First Amended Supplementary Declaration of Covenants, Conditions, and Restrictions dated August 1, 1988, recorded in Volume 1707, Page 793, Official Records of Williamson County, Texas, and

Whereas on or before July, 1991, there was no longer a Class B membership in the Association as referred to in the above two supplemental declarations because of the lapse of five years from the time the first Lot was sold by the original Declarant under such declarations, and

Whereas the necessary 75% of the Owners of the Lots which are subject to the above two supplemental declarations have voted to consolidate, amend, and shorten such documents into one document entitled "Declaration of Covenants, Conditions, and Restrictions for Oak Creek--Revised 1995", and

Whereas this Revised Declaration was adopted in accordance with the amendment procedures and requirements of the Declaration described above, and

NOW THEREFORE, such supplemental declarations are hereby consolidated, amended, and shortened into one document entitled "Declaration of Covenants, Conditions and Restrictions for Oak Creek--Revised 1995", to read as follows

ARTICLE I. DEFINITIONS

Section 1.1 "Association" shall mean the Oak Creek Homeowners Association, Inc., a Texas nonprofit corporation, its successors or assigns.

Section 1.2 "Board" shall mean the Board of Directors of the Oak Creek Homeowners Association, Inc.

Section 1.3 "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. A copy of the Bylaws adopted contemporaneously with adoption of the Declaration are attached as Exhibit D.

Section 1.4 "City" shall mean the City of Round Rock.

Section 1.5 "Common Area" shall mean Lots 1 through 3, Block B, of OAK CREEK SUBDIVISION, SECTION TWO, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas, plus any other land acquired by the Association. Title to the Common Area shall be held by the Association.

Section 1.6 "County" shall mean Williamson County, Texas.

Section 1.7 "Declarant" shall mean Austin Horizons I, Ltd. or their successors and assigns, including, but not limited to, any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which acquires all or substantially all of the Lots then owned by Declarant (or their subsequent successors in interest), together with their rights hereunder, by conveyance or assignment from Declarant, or by judicial or nonjudicial foreclosure, for the purpose of development and/or construction of the Lots.

Section 1.8 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Oak Creek--Revised 1995.

Section 1.9 "Lot" shall mean a Lot which is located within the Subdivision and which is described in attached Exhibit A.

Section 1.10 "Lots" shall mean all Lots described in Exhibit A which are subject to this Declaration. As noted in Exhibit B-1, B-2, and B-3, the Lots include two additional Lots not heretofore subject to the previous declarations.

Section 1.11 "Owner" or "Lot Owner" shall mean the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is described on Exhibit A, but excluding those whose interest is held merely as security for the performance of an obligation.

Section 1.12 "Owner Maintenance Requirements" shall mean the maintenance requirements applicable to all Lot Owners in Oak Creek Subdivision as contained in the "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995" heretofore recorded in the Official Records of Williamson County, Texas, a copy of which is attached as Exhibit C.

Section 1.13 "Rules" shall mean the rules adopted by the Board pursuant to Section 3.2 and any standards of conduct contained in the Declaration or the Use Restrictions.

Section 1.14 "Subdivision" shall mean the property as depicted on the Subdivision Plat defined below.

Section 1.15 "Subdivision Plat" shall mean the map or plat of the Oak Creek Subdivision recorded in Cabinet H, Slides 218-220 (Section One), and Slides 246-247 (Section Two), of the Plat Records of Williamson County, Texas, as amended from time to time.

Section 1.16 "Use Restrictions" shall mean the use restrictions applicable to the Lots as contained in the "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995" heretofore recorded in the Official Records of Williamson County, Texas, a copy of which is attached as Exhibit C

ARTICLE II OAK CREEK HOMEOWNERS ASSOCIATION, INC

Section 2.1 *Membership* Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment. Every member shall have the right at all reasonable times during business hours to inspect the books and records of the Association.

Section 2.2 *Personal Obligation of Owner and Lien on Lot* All sums becoming due under the Declaration, Rules, or Bylaws during a Lot Owner's ownership of his Lot shall be a personal obligation of the Owner; but personal liability for such sums shall not pass to the Owner's successor in title unless expressly assumed by such successor. A Lot Owner's obligation to pay assessments and other sums due the Association is an independent covenant; and the Owner may not withhold or offset payment of same with prior judicial authorization. All sums due and unpaid by a Lot Owner and any previous Owner shall be a charge on the Owner's Lot and the Association shall have a continuing lien on the Owner's Lot for such amounts except when the Association's lien has been terminated by foreclosure of a first lien mortgage on the Owner's Lot. The Association's lien is subordinate to the lien of a first lien mortgagee for assessments and other amounts due by the Lot Owner accruing after the recordation of the first lien mortgage instrument. Foreclosure of a first lien mortgage shall not extinguish the Association's lien for sums accruing under this Declaration after such foreclosure date.

Section 2.3. *Monthly Assessments*

a. *Lots Owned by Parties Other Than Declarants.* Each Lot in the Subdivision is subject to a monthly maintenance assessment for the purpose of creating a fund to be designated and known as the "maintenance fund". The monthly assessment shall be paid by the Owner or Owners of each Lot in advance. The rate at which each Lot will be assessed will be determined annually by the Board promptly after the annual membership meeting of the Association and in accordance with any resolutions or rates adopted by the Association membership at the annual membership meeting. The amount and due dates of assessments may be adjusted from year to year by the Board (or more often than annually) as the needs of the Association may in the judgment of the Board require, but the assessment shall not be raised by the Board more than 5% per fiscal year without approval of a simple majority of members who attend in person or by proxy an annual or special meeting of the Association members for the purpose of raising dues and who are entitled to vote. The assessment for each Lot shall be uniform. The due dates shall be established by the Board.

b. *Lots Owned by Declarants* Lots owned by the Declarant shall be assessed the same as Lots owned by others.

c. *Purposes of Monthly Assessment Fund.* The monthly assessment fund shall be used for normal, recurring maintenance of the Common Areas for the use and benefit of all members of the Association. The uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and landscaping improvements to such Common Areas, such as sprinkler systems, trees, shrubbery, etc. provided that the Association shall have no obligation (except as expressly provided hereinafter) to make such capital improvements to the Common Areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment or retention of policemen and watchmen, caring for and mowing vacant Lots, and doing any other thing or things necessary or desirable in the opinion of the Association to keep the Properties neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots such as Association functions. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area. The fund shall be established and maintained out of monthly assessments.

d. *Resale Certificates* The Board shall upon written demand and for a reasonable charge furnish a "resale" certificate signed by an Association officer of the Association's managing agent with approval of the Board, setting forth any unpaid sums which are due by the Owner or which are a charge upon the Owner's Lot.

Section 2.4 *Special Assessments for Nonrecurring Maintenance and Capital Improvements* In addition to the monthly assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto. The Association shall not commingle the proceeds of such special assessments with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question. Quorum requirements for a meeting to consider adoption of a special assessment are contained in Section 2.7. Passage of special assessments requires a two-thirds majority approval of Association members who are voting in person or by proxy at a meeting duly called for such purpose. At such meeting, members who are entitled to vote may vote in person or by proxy. Written notice of such meeting shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting.

Section 2.5. *Voting rights* Each Lot Owner shall be a member of the Association and shall have one vote for each Lot owned by the Owner. When more than one person holds an ownership interest in a Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot.

Section 2.6 *Enforcement of Declaration, Bylaws, and Rules, Association Remedies* The Association or any Owner may utilize any of the rights and remedies set forth below, for the enforcement of all restrictions, conditions, covenants, liens, bylaws, rules, charges, and liabilities now and hereafter imposed by this Declaration, the Bylaws, or Rules. Failure of the Association or any Owner to enforce the provisions thereof shall not be deemed a waiver of the right to do so later. All rights of a first lien mortgagee which are contained elsewhere in the Declaration or Bylaws and which might be construed to conflict with the rights of the Association as set forth below shall be controlling over the provisions of this Section.

a. *Rules.* Subject to the limitations in Section 3.2 (e), the Board may adopt Rules for the purpose of operating the Association and obtaining compliance by Owners and their family, guests, and tenants with the Declaration, the Bylaws, and the provisions of the "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995". The Rules must be consistent with and not in conflict with this Declaration or Texas law. An updated copy of the Rules should be provided at least once a year to all Owners and all residents of dwellings located in the Subdivision. Owners shall be responsible for Rule violations by their tenants, family, and guests.

b. *Late charges.* The Board may adopt rules imposing late charges, from time to time, for late payment by the Owners of monies owed to the Association. Late charges for assessments shall accrue 10 days after the due date and 10 days after written demand for all other sums.

c. *Returned check charges.* The Board may assess returned check charges against an Owner, as set by the Board from time to time, for each returned check, plus late charges, until acceptable payment is received.

d. *Suspension of voting rights* The voting rights of any Owner who is delinquent on any sum owed to the Association shall be automatically suspended without notice. Such suspension of voting rights shall extend to general or special membership meetings, mail ballots, committee meetings, board meetings, and all other meetings.

e. *Suspension of common area rights* After notice to the Lot Owner and Board hearing, the Board may suspend all services to an Owner and all Common Area use rights of an Owner if (1) the Owner is more than 60 days delinquent on any sums owed by the Owner to the Association, or (2) the Board has unanimously concluded in good faith after notice and hearing before the Board that (i) the Owner or a member of the Owner's family, the Owner's tenant, or other occupant of the Owner's Lot has committed a criminal offense within the previous year involving bodily harm or threat of bodily harm to another Owner or that Owner's family, tenants, or guests, or (ii) has committed a criminal offense in the previous year involving intentional or reckless damage to the Common Area or another Owner's Lot. Such suspension of use rights or services may cover use rights of and services to the Owner and/or Owner's family, guests, or tenants. Notice of such suspension shall be mailed to the Owner by certified mail, return receipt requested. Suspension for criminal offenses may last for no longer than one year for each criminal offense. Suspension for nonpayment may last until all delinquent sums are paid.

Notwithstanding any other provision of this Declaration, when a member's voting rights are suspended, that member's vote shall not be counted in the denominator in calculating whether a required percentage of votes for a particular purpose has been met under the declaration.

f. *Fines* The Board may assess fines against an Owner for violations by the Owner or his family, guests, agents, or tenants of standards of conduct contained in the Declaration and the Association Rules. Fines may also be assessed for violation of suspended common facility use rights. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owners. There must be notice of the alleged infraction and fine to the Owner no later than 45 days from the alleged infraction. Standard fines for various kinds of violations will be listed in the rules without limiting the board's power to assess fines for unlisted violations.

g. *Remedies against tenants* The Board shall have authority to evict tenants of Owners, after reasonable notice, for substantial or repeated violations of Association Rules. The Board shall have authority to enforce all Rules against the Owner's tenants, including collection of fines for violations of the Declaration or Bylaws by the tenants. Fines may be assessed jointly and severally against Owners and their tenants if such tenants violated Association Rules.

h. *Leasing* The Board may adopt reasonable rules requiring (1) registration of tenant names, telephone numbers and emergency contact persons, and (2) requiring attachment of Association Rules to the lease. The Board may recommend (but not require) that a particular lease form be used. The management company managing the Association does not have authority to act for the Association in leasing or managing individual dwellings. A dwelling Owner may contract with the same management company which manages the Association to lease or manage a dwelling owned by the Owner.

i. *Interest* All sums due the Association by Owners shall bear interest from due date at the highest lawful rate, compounded annually.

j. *Fees for special services* Fees chargeable to Owners for special services (such as furnishing resale certificates, copies of declarations, copies of accounting records, etc.) shall be set by the Board from time to time.

k. *Parking limitations* Vehicle owners shall reimburse the Association for any costs incurred in towing vehicles illegally parked in the Common Area provided notice required in applicable statutes is complied with in accordance with applicable statutes regarding illegal parking.

l. *Pets* The Board may designate specific areas for pet defecation in the Common Area to the extent pets are allowed in the Common Area. Limitation of number of pets allowed in the Common Area shall be set by the Board, and such limitations shall uniformly apply to all Owners, their family, guests, and tenants. The Board may require all dogs to be on a leash when outside the boundaries of the pet owner's lot.

m. *Publication of delinquencies* The Board may at any time disclose and publish to Association members and mortgagees the financial condition of the Association, including a list of names and amounts of any delinquencies. The Board may notify mortgage lenders of delinquent monies owed by such Owners to the Association. The Board may notify a Lot Owner's tenants of monies owed by such Owners to the Association provided the monies are more than 60 days delinquent.

n. *Name and address of new Owners* An Owner may not sell or convey his Lot without all monies due and owing to the Association being paid in full, and if such Owner does sell, convey, or transfer his Lot without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter until such monies are paid in full. If an Owner sells or transfers Ownership of his Lot and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner. The selling or transferring Owner shall have a right of indemnity against the new Owner for recovery of any sums paid by the selling or transferring Owner under this subsection.

o. *Change of address* Owners shall keep the Association timely informed of their current mailing addresses and any change of addresses.

p. *Names and addresses of tenants* Owners shall notify the Association of current names and addresses of any tenants of their respective Lots.

q. *Lien of the Association* The Association shall have a lien on an Owner's Lot and on any rentals and insurance proceeds relating to the dwelling thereon, to secure payment of all monies owed by the Owner to the Association. The lien shall automatically attach to the Lot on the due date of the monies owed. Recordation of a notice of lien is permitted but is not necessary. If a notice of lien is recorded, a copy of the notice shall be promptly forwarded to the Lot Owner. The Association's lien shall be subordinate to the lien of a first lien mortgagee who has advanced money for purchase or improvement of the Lot. However, the Association's lien shall not be subordinate for unpaid amounts if (1) such amounts were due and unpaid before the recordation of such first lien mortgage instrument in the County real property records, and (2) the Association had a valid lien for such amounts at the time of such recordation, i.e., the Association's lien for such unpaid amounts had not been extinguished by foreclosure of a previous first lien. The Association's lien may be foreclosed via court proceedings or via nonjudicial foreclosure procedures as if it were a nonjudicial foreclosure of a mortgage lien. The Association shall have power of sale and all other powers necessary for nonjudicial foreclosure. The Board shall have the power to appoint an agent or trustee for purposes of foreclosing the lien nonjudicially. All funds realized from any foreclosure sale shall be applied first to the cost and expense of foreclosure, including but not limited to attorneys' fees. The Owner shall have the right to judicially enjoin such foreclosure on the same grounds as in any other nonjudicial foreclosure in this state. Up to the time of actual foreclosure, the Owner shall have the right to pay all sums due and owing to the Association (including attorneys' fees in connection with the proposed foreclosure), thereby avoiding foreclosure. The Association's lien may not be foreclosed without prior notice to the first lien mortgage of the Lot being foreclosed upon.

r. *Venue and lawsuit authority.* All obligations of Owners, tenants, and the Association arising under this Declaration, the Bylaws, or Rules shall be performed in Williamson County, Texas, and venue for any lawsuits relating thereto shall be in Williamson County, Texas. The Association shall have the right to file and defend a suit (including injunctions) and recover on behalf of the Association and/or the Owners in any cause of action based on damages to the common facilities or Common Area or based on liabilities of Owners and their families, guests, agents, tenants, or third parties.

s. *Attorney's fees.* If delinquent accounts or other violations are turned over to the Association's attorney, the Owner shall be liable for all attorney's fees incurred by the Association in collections, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration, Bylaws, and Rules.

t. *Notices to multiple Owners, tenants, mortgagees.* Notice to or from one of multiple Owners or tenants of a Lot shall be deemed as notice to or from all Owners or tenants of that Lot. If an Owner is more than 60 days delinquent, the Association may send to the Owner's tenant a copy of any association notices or communications with the Owner.

Section 2.7 *Notice and Quorum.* Written notice of any meeting called for the purpose of making special assessments or raising dues more than 5% of the previous year's monthly assessments, shall be sent to all members, or delivered to their residences, not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast 50% of all the votes of the entire membership shall constitute a quorum. Special assessments or increases in monthly assessments more than 5% over the previous year's monthly assessments may not be adopted without such purpose being disclosed in the notice of the meeting.

ARTICLE III GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 3.1 *Purpose of Monthly Assessment Fund* The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund the following:

a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners.

b. Care and preservation of the Common Areas, and the furnishing and upkeep of any desired personal property for the use in the Common Areas.

c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, provided that any contract for management of

the Association shall be terminable by the Association, with no penalty upon 90 days prior to written notice to the managing party, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager

d. Legal and accounting services.

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

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

g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

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

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

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners.

b. To borrow funds to pay costs of operation in cases of emergency and unanimous approval of all Board members.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association

d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

e. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by majority vote at a regular or special meeting of the Association. The rules may provide for limitations on use of common recreational areas during certain periods

f. To make available for inspection by Owners within 60 days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals

g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency if approved by a majority of those voting in person or by proxy at a regular or specially-called meeting of the Association members

h. To enforce the provisions of this the Declaration, Bylaws, or Rules and to enjoin and seek damages from any Owner for violation thereof

i. To delegate the duty to collect assessments provided for herein to pay for such service

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

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

ARTICLE IV COMMON AREAS

Section 4.1 *Association to Hold* The Association shall assume all maintenance obligations with respect to the Common Area.

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

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

Section 4.4 *Taxes on Common Area* The Board shall, to the extent legally possible under state law, have all Common Areas taxed, prorata, as a part of each Lot's property taxes rather than having a separate bill for Common Area taxes submitted by the taxing authorities.

ARTICLE V USE RESTRICTIONS, ARCHITECTURAL CONTROL COMMITTEE, AND OWNER MAINTENANCE REQUIREMENTS

Section 5.1. *Use restrictions* The use restrictions to which all Lots are subject are contained in the "Use Restrictions" shall mean the use restrictions applicable to the Lots as contained in the "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995" heretofore recorded in the Official Records of Williamson County, Texas, a copy of which is attached hereto as Exhibit C.

Section 5.2. *Architectural Control Committee* The Architectural Control Committee referred to in the Use Restrictions which are attached as Exhibit D, is empowered to enforce the Use Restrictions on all Lots in the Subdivision. The Architectural Control Committee shall be composed and elected as provided in such document. The Board of Directors of the Association may also enforce such Use Restrictions on Lots that are subject to the Declaration.

Section 5.3 *Owner Maintenance Requirements* The Lot maintenance requirements to which all Lot Owners are subject are contained in the "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995" heretofore recorded in the Official Records of Williamson County, Texas, a copy of which is attached hereto as Exhibit C.

ARTICLE VI GENERAL PROVISIONS

Section 6.1. *Duration* Unless earlier terminated in accordance with this instrument, the foregoing building and use restriction which are hereby made conditions subsequent running with the land shall remain in force and effect for 30 years from the date of this instrument at which time the same shall be automatically extended for

successive periods of 10 years unless a two-thirds majority vote of the then Owners of the Lots shall agree in writing to change said conditions and covenants in whole or in part.

Section 6.2 *Other Property Not affected* No obligation is created hereby with respect to real property Lots not specifically described in Exhibit A.

Section 6.3 *Annexation of Lots and Adjacent Property* Additional residential Lots listed on Exhibit A as "Lots Not Subject to the Declaration" and Common Areas may hereafter be annexed into the jurisdiction of the Association with the consent of a majority vote of the members of the Board. The Owners of Lots so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of any Common Areas as are or may become subject to the jurisdiction of the Association as a result of such annexation and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund herein set forth, provided that each Lot must be annexed subject to an annual maintenance charge and assessment of a uniform, per Lot basis equivalent to the maintenance charge imposed hereby. Such Lots shall by recorded restrictions be made subject to the jurisdiction of the Association, and shall have been accepted by resolution of the Board of Directors of the Association. A Lot may not be purchased by the Association for purposes of common area except after vote of approval of two-thirds majority of those persons voting in person or by proxy at regular or specially-called Association meeting.

Section 6.4. *Limited Liability of Board Members* The members of the Board and Officers of the Association shall not be liable to any Owner or any person claiming by or through any Owner for any act or omission of such Director or Officer in the performance of his duties unless such act or omission is (1) a breach of the Director's duty of loyalty to the Association or its members, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, (3) a transaction from which a Director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office, or (4) an act or omission for which the liability of the Director is expressly provided for by a statute. The Association shall indemnify all such Directors and Officers from all claims, demands, actions and proceedings and any expenses in connection therewith, except if such Director or Officer has acted in violation of the foregoing. Such insurance and any indemnification payments shall be treated as a common expense. The Articles of Incorporation (corporate charter) of the Association has been amended conform to the foregoing since such amendment is necessary for this section to be valid. A copy of the amended Articles of Incorporation is attached as Exhibit D.

Section 6.5. *Severability* Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 6.6. *Liens not Affected.* Violation or failure to comply with the foregoing restrictions, covenants and conditions shall in no way effect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any affected Lot.

Section 6.7. *Amendment by Declarants or the Board.* The Declarant acting alone may at any time amend this Declaration by instrument duly signed, acknowledged and filed for record, for the sole purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies. The Board may, by unanimous vote, at any time amend this Declaration without the consent of Declarant by instrument duly signed, acknowledged and filed for record, for the sole purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies. The Bylaws may likewise be amended, but it shall not be necessary to record same. All amendments to the Declaration or Bylaws shall be distributed to the Association members.

Section 6.8 *Amendment by Association* The Association shall have the right at any time to amend the terms of this Declaration by a two-thirds majority vote of its member. At least 30 days notice of the proposed amendment shall be mailed to all members of the Association prior to any meeting to vote on such amendment. Members not attending such a meeting in person or by proxy, may, for a period of three months after such membership meeting, submit their written approval of a Declaration amendment for purposes of obtaining the required majority for adoption. No amendment shall become effective until a duly executed and acknowledged instrument reflecting such amendment is recorded in the Official Records of Williamson County, Texas.

Section 6.9 *Access to Common Areas by the Association* The Association, and its duly authorized agents, shall have (a) the right to enter onto any of the Common Areas from time to time to the extent reasonably necessary for the performance of its obligations and the exercise of its rights hereunder, and (b) the additional right to

enter onto any of the Lots for the limited purposes of (i) abating nuisances prohibited by the Declaration and (ii) performing obligations imposed on Owners hereunder which an Owner has failed to timely perform

Section 6 10 *Access to Common Areas by Owners* All Owners shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, subject to the Declaration and Rules.

Section 6 11 *Common Area Landscaping* No Owner shall alter in any manner the landscaping of, or the drainage onto, away from, or across, any Common Area.

Section 6 12. *Conflict* In the case of conflict, the documents shall be controlling in the following order of priority (1) the Articles of Incorporation, (2) the Declaration, (3) the Bylaws, and (4) the Rules

Section 6 13. *Dissolution.* In the event the Association is ever dissolved, the assets of the Association shall be dedicated to a governmental entity or charity, according to a vote of the Association membership

Section 6 14 *Mortgagee Protection* The rights of first lien mortgagees shall be protected as follows

- a. Mortgagees are not required to collect assessments.
- b. The Common Area may not be mortgaged or conveyed.
- c. The Association's lien is subordinate to a first lien mortgage and may not be foreclosed without prior notice to the first lien mortgagee, as provided in Section 2 7(r)
- d. Lot Owner violations of the Declaration or Rules do not affect any first lien mortgage, as provided in Section 6 6.
- e. Special assessments may not be made without a two-thirds majority vote of those members voting in person or by proxy at a regular or specially-called meeting of the membership, as provided in Section 2 4
- f. The Declaration may be amended by the Declarant or the Board, without Association membership approval, to conform the Declaration to requirements necessary for governmentally-insured loans, as provided in Section 6.7.

Section 6 15 *Certification* The undersigned president of the Oak Creek Homeowners Association, Inc hereby certifies that this Declaration has been adopted in accordance with applicable requirements of the documents referred to in the Recitals at the beginning of this instrument.

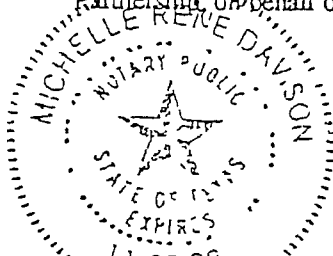
DECLARANT Austin Horizons I, Ltd., a Texas Limited Partnership

By Wayne T. Senecal, President
WTAIG-AUSTIN I, INC.

Title General Partner

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on October 24, 1995 by Wayne T. Senecal as General Partner of Austin Horizons I, Ltd., a Texas Limited Partnership, on behalf of said limited partnership



Michelle Rene Davison
Notary Public for the State of Texas
Printed name of notary MICHELLE RENE DAVISON
My commission expires 11/07/98

Declaration of Covenants, Conditions and Restrictions
for Oak Creek-1995

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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April 13, 1995

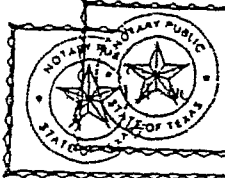
OAK CREEK HOMEOWNERS ASSOCIATION, INC

By Rickey Davis

Title President

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on September 25, 1995 by Rickey Davis, as President of Oak Creek Homeowners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.

	<p>CAROLINE M TOUCHET Notary Public, State of Texas My Commission Expires MAY 10, 1999</p>	<p><u>Caroline M Touchet</u> Notary Public for the State of Texas Printed name of notary <u>Caroline M. Touchet</u> My commission expires <u>05/10/99</u></p>
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oakcrkdeccln.14e

LOTS SUBJECT TO THE DECLARATION

1 All of the following Lots in OAK CREEK SUBDIVISION, SECTION ONE, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 218-220 of the Plat Records of Williamson County, Texas:

Lots 11 through 24, Block B,
Lots 1 through 8, Block C,
Lot 2, Block D;
Lots 1 through 18, Block E,
Lots 1 through 15, and 17 through 28, Block F,
Lots 1 through 35, Block I,
Lots 1 through 19, 21, 23 through 25, 29 through 30, 33, 34, 37 through 42, Block J,
Lots 1 through 57, Block K,
Lots 1 through 37, and 39 through 42, Block L,
Lots 1 through 38, Block M, and
Lots 1 through 31, 33, 35 and 37, Block N.

2 All of the following Lots in OAK CREEK SUBDIVISION, SECTION TWO, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas:

Lots 1 through 19, 23 through 26, inclusive and 28 through 39, Block A;
Lots 1 through 10, Block B;
Lots 19 through 23, and 25 through 39, Block E,
Lots 1, 2, 3, 6 through 12, and 15, Block G;
Lots 1 through 31, and 20, Block H, and
Lots 1 through 8, Block O.

Note: The Owners of Lot 9, Block F, Lot 42, Block J, and Lot 15, Block F of Section One hereby ratify the inclusion of their respective Lots in this Declaration. Consent of the Owners and mortgagees of such Lots are evidenced by Exhibits B-1, B-2, and B-3 attached to this Declaration.

LOTS NOT SUBJECT TO THE DECLARATION

The following Lots in Oak Creek Subdivision, Section 2 are not subject to this Declaration.

Lots 20, 21, 22, and 27, Block A,
Lot 24, Block E,
Lots 4, 5, and 13, Block G, and
Lot 19, Block H.

Note: All Lots in the Subdivision, including those not subject to the Declaration, are subject to the Use Restrictions contained in Exhibit C

CONSENT OF OWNER OF NEWLY ANNEXED LOT 42, BLOCK J, SECTION ONE

The undersigned Owner of Lot 42, Block J, Section One, Oak Creek, a subdivision, in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas, hereby requests such Lot be subject to this declaration and hereby consents to such declaration.

Printed name of Lot Owner

Printed name of Lot Owner

Signature of Lot Owner

Signature of Lot Owner

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by

Notary Public for the State of Texas

Printed name of notary

My commission expires

CONSENT OF MORTGAGEE OF NEWLY ANNEXED LOT 42, BLOCK J, SECTION ONE

The undersigned first lien mortgagee of Lot 42, Block J, Section One, Oak Creek, a subdivision, in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas, hereby requests such Lot be subject to this declaration and hereby consents to such declaration.

Printed name of mortgagee

By _____
Signature of mortgagee's officer

Title of mortgagee's officer

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by

Notary Public for the State of Texas

Printed name of notary

My commission expires

CONSENT OF OWNER OF NEWLY ANNEXED LOT 15, BLOCK F, SECTION ONE

The undersigned Owner of Lot 15, Block F, Section One, Oak Creek, a subdivision, in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas, hereby requests such Lot be subject to this declaration and hereby consents to such declaration.

Printed name of Lot Owner

Printed name of Lot Owner

Signature of Lot Owner

Signature of Lot Owner

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by

Notary Public for the State of Texas

Printed name of notary

My commission expires

CONSENT OF MORTGAGEE OF NEWLY ANNEXED LOT 15, BLOCK F, SECTION ONE

The undersigned first lien mortgagee of Lot 15, Block F, Section One, Oak Creek, a subdivision, in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas, hereby requests such Lot be subject to this declaration and hereby consents to such declaration.

Printed name of mortgagee

By _____
Signature of mortgagee's officer

Title of mortgagee's officer

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____ by

Notary Public for the State of Texas

Printed name of notary

My commission expires

CONSENT OF OWNER OF NEWLY ANNEXED LOT 9, BLOCK F, SECTION ONE

The undersigned Owner of Lot 9, Block F, Section One, Oak Creek, a subdivision, in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas, hereby requests such Lot be subject to this declaration and hereby consents to such declaration

Printed name of Lot Owner

Printed name of Lot Owner

Signature of Lot Owner

Signature of Lot Owner

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

Notary Public for the State of Texas

Printed name of notary

My commission expires

CONSENT OF MORTGAGEE OF NEWLY ANNEXED LOT 9, BLOCK F, SECTION ONE

The undersigned first lien mortgagee of Lot 9, Block F, Section One, Oak Creek, a subdivision, in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet H, Slides 246-247 of the Plat Records of Williamson County, Texas, hereby requests such Lot be subject to this declaration and hereby consents to such declaration

Printed name of mortgagee

By _____

Signature of mortgagee's officer

Title of mortgagee's officer

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

Notary Public for the State of Texas

Printed name of notary

My commission expires

USE RESTRICTIONS,
ARCHITECTURAL CONTROL COMMITTEE, AND
OWNER MAINTENANCE REQUIREMENTS FOR ALL LOTS IN OAK CREEK-1995

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ARCHITECTURAL CONTROL COMMITTEE, AND MAINTENANCE REQUIREMENTS
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USE RESTRICTIONS,
ARCHITECTURAL CONTROL COMMITTEE, AND
OWNER MAINTENANCE REQUIREMENTS FOR ALL LOTS IN OAK CREEK-1995

RECITALS

Whereas the documents listed below currently apply or may apply to *all the Lots* in Oak Creek Subdivision recorded in Cabinet H, Slides 218-220 (Section One), and Slides 246-247 (Section Two), of the Plat Records of Williamson County, Texas, as amended from time to time, and

- 1 Declaration of Covenants, Conditions, and Restrictions dated March 14, 1986 and recorded in Volume 1326, Page 183, Official Records of Williamson County, Texas
- 2 Declaration of Covenants, Conditions, and Restrictions dated June 23, 1986 Recorded in Volume 1377, Page 276, Official Records of Williamson County, Texas
- 3 Amended Declaration of Covenants, Conditions, and Restrictions dated June 23, 1986, recorded in Volume 1377, Page 267, Official Records of Williamson County, Texas
- 4 Corrected Amended Declaration of Covenants, Conditions, and Restrictions dated June 23, 1986, recorded in Volume 1429, Page 505, Official Records of Williamson County, Texas
- 5 First Amendment to Declaration of Covenants, Conditions, and Restrictions dated October 29, 1987 and recorded in Volume 1602, Page 226, Official Records of Williamson County, Texas
- 6 First Amendment to Amended Declaration of Covenants, Conditions, and Restrictions dated October 29, 1987 and recorded in Volume 1602, Page 222, Official Records of Williamson County, Texas

Whereas the necessary 75% of the Owners of such Lots which are subject to the above instruments have voted to consolidate, amend, and shorten such documents into one document entitled "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995", pursuant to the procedural requirements contained in such supplemental declarations,

Whereas such instruments have been adopted and all actions referred to therein have been taken pursuant to the required procedural requirements of such documents; and

Whereas the definitions of various terms used in this document are as follows:

- 1 "Architectural Control Committee" or the "Committee" shall mean the architectural control committee referred to in Article II of these Use Restrictions
- 2 "Association" shall mean the Oak Creek Homeowners Association, Inc , a Texas nonprofit corporation, its successors or assigns
- 3 "Board" shall mean the board of directors of the Oak Creek Homeowners Association, Inc
- 4 "Declarant" shall mean the Declarant under the Declaration of Covenants, Conditions, and Restrictions for Oak Creek--1995, as recorded in the Official Records of Williamson County, Texas on the same date as these Use Restrictions are recorded.
- 5 "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Oak Creek--1995, as recorded in the Official Records of Williamson County, Texas on the same date as these Use Restrictions are recorded.
- 6 "Lot" shall mean a Lot which is located within the Subdivision unless otherwise stated.
- 7 "Maintenance Requirements" shall mean the maintenance requirements applicable to all Lot Owners in Oak Creek Subdivision as contained in the "Use Restrictions, Architectural Control Committee, and

Owner Maintenance Requirements for All Lots in Oak Creek-1995" heretofore recorded in the Official Records of Williamson County, Texas a copy of which is attached hereto as Exhibit C

- 8 "Owner" shall mean the record Owner, whether one or more persons or entities, of fee simple title to any Lot in Oak Creek Subdivision, but excluding those whose interest is held merely as security for the performance of an obligation.
- 9 "Subdivision" shall mean the property as depicted on the Oak Creek Subdivision Plat defined below
10. "Subdivision Plat" shall mean the map or plat of the Oak Creek Subdivision recorded in Cabinet H, Slides 218-220 (Section One), and Slides 246-247 (Section Two), of the Plat Records of Williamson County, Texas, as amended from time to time
- 11 "Use Restrictions" shall mean this document, entitled "Use Restrictions, Architectural Control Committee, and Owner Maintenance Requirements for All Lots in Oak Creek-1995"

ARTICLE I USE RESTRICTIONS

1.1 *Lots Subject to Use Restrictions.* All Lots in Oak Creek Subdivision as recorded in Cabinet H, Slides 218-220 (Section One), and Slides 246-247 (Section Two), of the Plat Records of Williamson County, Texas (as amended from time to time) are encumbered and subject to the covenants, conditions, restrictions, reservations, charges, and other provisions hereof to assure a general and uniform plan for the development of the Subdivision, for the benefit of present and future Owners of the Lots within said Subdivision to protect Owners of Lots in the Subdivision against improper use of the Lots, to preserve so far as practicable the natural beauty of said Subdivision, to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials, to encourage and secure the erection of attractive improvements on each Lot within the Subdivision with the appropriate locations, to prevent haphazard and inharmonious improvements of Lots within the Subdivision; to secure and maintain proper setbacks from streets and adequate free space, and in general to provide for development of the highest quality to enhance the value of investments made by Owners of Lots in the Subdivision.

1.2 *Land Use and Building Types* No Lot shall be used for other than residential purposes. All buildings on any Lot shall be of recognized standard construction, and no building shall remain uncompleted for more than one year after construction has been commenced.

1.3. *Structures.* Except for outbuildings allowed under Section 1.17, no building, structure, or living accommodations of any type shall be erected, altered, placed, or permitted to remain on any Lot in the Subdivision, except one detached single family residential dwelling (including attached or detached garages), not to exceed two stories in height. Antennas are not allowed unless they are (1) hidden from view from the street and adjacent homes or (2) approved by the Architectural Control Committee.

1.4 *Architectural Control* No Building or other improvement of any kind shall be erected, placed or altered on any Lot until a copy of the construction plans and specifications and a plan showing the location of the structure or other improvement and all driveways and sidewalks, if any, have been delivered to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, Lot lines and finished grade elevation. The construction plans and specifications and a plan showing the location of the structure and all driveways and sidewalks, if any, and any and all other documents delivered to the Committee, whether or not approved may be retained by said Committee. The Committee's approval or disapproval as required in these restrictions shall be in writing. The decision of the Committee shall be rendered at the earliest practicable date but in no event later than 20 working days subsequent to initial receipt of plans and specifications and location plan. A copy of the plans and specifications and location plan shall be delivered to the Architectural Control Committee at the offices of the chairperson of the Committee or the offices of the managing agent for the Association, or such other address as the Committee may from time to time designate, not less than 25 days prior to the date construction is commenced. In the event the Committee, or its designated representative, fails to approve or disapprove within 20 days after plans, specifications, and other required information have been formally submitted in writing to the Committee, provided that no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and compliance with the related covenants shall be deemed to have been achieved.

1 5 *Variances* The Committee may grant variances, subject to the limitations set forth in Section 2.2 hereof, from compliance with any of the provisions of this Declaration or any Supplemental Declaration hereinafter placed of record, when in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision, or if such variance is justified due to visual or aesthetic consideration or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

1 6 *Duration of Approval* The approval or consent of the Committee of any plans and specifications, whether by action or inaction, and any plans and specifications, whether by action or inaction, and any variance granted by the Committee, shall be effective for a period of three months only. In the event construction in accordance with such plans and specifications or variance is not commenced on a Lot within such three month period, the Owner of the Lot shall be required to resubmit such plans and specifications or request for a variance to the Committee, and the Committee shall have the authority to reevaluate such plans and specifications in accordance with this Article and may in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.

1 7 *No Waiver of Future Approvals.* The approval and consent of the Committee to any plans or specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Committee 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 whatever subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Committee.

1 8 *Decisions Conclusive* All decisions of the Committee shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the Committee, or any member thereof, for its or such member's approval or refusal to approve all or any portion of a Development Plan or of any materials submitted therewith, or for any other decision rendered under the authority of the Declaration.

1.9. *Nonliability of Committee Members* Neither the Committee, nor any member thereof, nor the Declarant, shall be liable to any Owner, or any other person, association, or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any Development Plan or any materials submitted therewith, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to an approved Development Plan or any materials submitted therewith; (iii) the development of the Subdivision; (iv) the structural capacity or safety features of the proposed building or other improvement or structure; (v) whether or not the location of the proposed building or other improvement or structure on the building site is free from possible hazards from flooding, or from any other possible hazards whether caused by conditions occurring either upon or off the Subdivision, (vi) soil erosion causing sliding conditions, (vii) compliance with governmental laws, ordinances and regulations, (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration, or (ix) the execution and filing of any estoppel or resale certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Committee or any member thereof may (but is not required) to consult with or determine the view of any other Owner with respect to any materials submitted to the Committee.

1 10 *Governmental Agency Approval* Nothing in this Declaration shall relieve any Owner from securing approvals, certificates or permits of any governmental agency or entity with jurisdiction necessary for commencement of construction, construction, maintenance, addition, change or alteration to or of any improvement. The Committee may require that a copy of such approvals, certificates, or permits be provided to the Committee as a final condition to approval of a proposed improvement, or as additional assurance to the Committee that the proposed improvements and uses of meet governmental requirements, or for both such purposes.

1 11 *Dwelling Size.* The ground floor area of the main structure of a single-family dwelling constructed on any Lot, excluding all open and covered porches and decks and garages or carports, shall not be less than 1,400 square feet for a one story or split level dwelling and not less than 800 square feet for a two-story dwelling (which shall not have less than 1,500 square feet for the combined area of the first and second floors).

1.12 *Building Location* No dwelling shall be located on any Lot nearer than 25 feet to the front Lot line, nor further than 40 feet from the front Lot line, nor nearer than 15 feet to the side Lot line if said Lot line is a street. For purposes of determining the front and side Lot lines on a corner Lot, the Lots shall be considered to the front on a street where it has the most depth. No dwellings shall be located on any Lot nearer than five feet to any interior side Lot line, and the total combined distance between the two sides of the dwelling and the two side boundary lines of such Lot shall be at least 10 feet. No dwelling shall be located nearer than five feet from any rear Lot line on any Lot. Notwithstanding anything set forth herein, the location of all dwellings shall conform at a minimum with all applicable City of Round Rock set back requirements, and shall further conform with all recorded easements affecting any Lot.

1.13 *Fences, Walls, Hedges* No hedge, fence or wall may be erected, placed or altered on any Lot nearer to the street the dwelling faces than the building "front" set back line on that Lot, unless approved by the Architectural Control Committee. Any fence facing the front street of any Lot shall be a wood privacy fence of six feet in height.

1.14 *No Resubdivision* No resubdivision shall be permitted that would increase the total number of Lots within the Subdivision.

1.15. *Easements.* Easements for installation and maintenance of utilities and drainage facilities and public walkways and fences are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

1.16. *Nuisances.* No noxious or offensive activities shall be carried on upon any Lot, or any other place within the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which is opposed to the purposes of these restrictions.

1.17. *Temporary Structures or Emplacements* No mobile home, motor home, recreational vehicle, boat, bus, trailer, derelict junk or racing vehicle, or any vehicle without a current license plate shall be placed, driven, altered, or permitted to remain on any Lot at any time for a period in excess of 72 hours, without the prior written consent of the Architectural Control Committee. No tent, shack, shed, barn, or other out-building that is larger than 8 feet by 10 feet in width, 8 feet in height, shall be erected, placed, altered, or permitted to remain on any Lot at any time, either temporary or permanent, without the prior written consent of the Architectural Control Committee. No residential building may be moved upon any Lot in this Subdivision. The size and placement of an outside tool or storage shed must be so as to preclude it from being visible from the street adjacent to the front line of the Lot.

1.18. *Signs and Sales Program* No signs, flags or other advertisements of any kind shall be displayed for public view on any Lot unless approved in advance by the Architectural Control Committee, except that the American or Texas flags may be displayed in a respectful manner and that one sign will be permitted advertising the sale of the home on the Lot, provided such sign is not greater than two square feet in area. All merchandising, advertising and sales programming for the sale of new homes or Lots shall be subject to approval by the Committee. No sales of products or services, or other commercial use of any kind, shall be permitted on any Lot in the subdivision.

1.19 *Parking* On-street parking for periods in excess of 12 hours shall not be permitted.

1.20 *Solar Equipment* All solar equipment installation must be approved in writing by the Committee.

1.21 *Oil and Mining Operations* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind at any time shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot.

1.22 *Livestock and Poultry* No animals, livestock or poultry of any kind shall be kept, bred or maintained for any commercial purposes.

1.23 *Garbage and Refuse Disposal* No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept except in sanitary containers. All equipment for the

storage or disposal of such material shall be kept in a clean sanitary condition. No incineration of garbage or other material shall be permitted on any Lot.

1.24 *Water Supply* No individual water supply system shall be permitted on any Lot.

1.25 *Sight Distance at Intersection* No fence, wall, hedge or shrub planting which obstruct sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitation shall apply on any Lot within 10 feet from an intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

1.26 *Masonry Requirements* The exterior walls of all dwellings located on corner Lots shall be constructed of at least 75% masonry, exclusive of gables, windows, doors, or any other openings, and the exterior walls of all other dwellings shall be constructed of at least 50% masonry, exclusive of gables, windows, doors, or any other opening.

1.27 *Slab Elevation* The building slab elevation shall be at least one foot above any point on the Lot within five feet of the perimeter of the building or as set by the site grading plan proposed by the Owner's engineer and approved by the City of Round Rock.

1.28 *Sidewalk and Driveway Requirements* All Lots shall have a reinforced concrete sidewalk, four feet wide and four inches thick, constructed with a three foot setback from the curb line, installed at such a time as a dwelling is constructed thereon, provided, however, that no trees shall be cut in order to put in the sidewalks without approval of the Architectural Control Committee and if trees exist within the proposed sidewalk location then the sidewalk location can be moved by the Architectural Control Committee. All driveways constructed on residential Lots shall be constructed of reinforced concrete at least four inches thick. The first 10 feet of driveway shall have the same or greater elevation than the top of the curb.

1.29 *Drainage Plans* Prior to grading, any type of earth moving, or construction on or under the land in the Subdivision, a drainage plan signed by a registered professional engineer shall be submitted for the proposed development and modifications thereof, to the Engineering Department of the City of Round Rock and the Commissioner's Court of Williamson County, for review and approval.

1.30 *Water and Wastewater* No Lot will be occupied until connected to a potable water supply and a waste water collection system supplied by the City of Round Rock, Texas. Prior to the construction of such structure, drainage plans will be submitted to the City of Round Rock Public Works Department for public review. Rainfall runoff will be limited to the maximum rate at the undeveloped status by detention or other approved methods.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE

2.1 *Membership of the Committee* The Architectural Control Committee initially shall consist of three persons appointed by the Board of Directors of the Association. So long as the Declarant under the Declaration of Covenants, Conditions and Restrictions for Oak Creek--Revised 1995, as recorded in the Official Records of Williamson County, Texas, owns 5% of the Lots in Oak Creek Subdivision, Declarant shall have the right to remove any member of the Architectural Control Committee and to appoint a successor in the event of removal, death or resignation of any member of the Architectural Control Committee. The majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for the service performed pursuant to this Declaration. At such time as Declarant no longer owns any Lot in the Subdivision, and thereafter, the then record Owners of the majority of the Lots in the Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee.

2.2 *Authority of the Committee* Notwithstanding anything herein to the contrary, the Architectural Control Committee, may, in its sole discretion, waive or permit variance from any of the covenants, conditions or restrictions set forth herein, except for the use restrictions prohibiting the use of any Lot for other than residential purposes.

ARTICLE III.
OWNER MAINTENANCE REQUIREMENTS

3.1. *Lot Owner's Duty to Maintain Lot* In the event the Owner of any Lot shall fail to maintain such Lot and the improvements situated thereon in a neat and orderly manner, the Committee acting through the Declarant or the Declarant, their agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon, all at the expense of the Owner

3.2. *Lot Landscaping* All plants, shrubs, trees, grass and landscaping on the Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Committee or the Declarant shall be entitled to do so, all at the Owner's expense.

3.3 *Acceptability of Maintenance* The Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Committee shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

3.4. *Maintenance Expense.* In the event that the Committee or the Declarant incurs any expense in maintaining all or any portion of a Lot, the costs thereof shall be charged to and paid by the Owner of such Lot. If the Owner fails to pay such costs upon demand, the Committee or the Declarant shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended. The Lot Owner's obligation to reimburse any such expense incurred by the Committee shall be secured by a lien against the Lot for which such repair, maintenance or restoration was required. Notwithstanding the foregoing, the lien for maintenance shall not be superior to a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question. The Committee shall have the power to subordinate the maintenance lien to any other lien. Such power shall be entirely discretionary with the Committee.

ARTICLE IV.
MISCELLANEOUS

4.1. *Term.* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are executed. After that time, these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by three-fourths of the then Owners of the Lots has been filed of record in the Official Records of Williamson County, Texas, agreeing to change such covenants in whole or in part.

4.2. *Enforcement* If the Owner of any Lot or their heirs, executors, administrators, successors, assigns or tenants shall violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any Lot located within the Subdivision, including Declarant, to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. If the failure of the Owner or tenant to perform his obligations hereunder would result in irreparable damage to the developer, to the Owners of Lots in the Subdivision, then, cumulative of all other common law or statutory remedies, enforcement of any of these restrictive covenants may be by suit at law or in equity, by Declarant or by or on behalf of any Owner of any Lot in the Subdivision, against any person, firm or corporation violating or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter, for an appropriate order or injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to, one restraining construction of any improvements commenced or about to be commenced, without prior written approval by the Committee in accordance with this Section. In the event enforcement actions are instituted and the enforcing party prevails in any such action, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against whom such action was brought.

4.3 *Assignment* Declarant may by appropriate instrument assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and, upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements privileges or any one or more of them at any time or times in the same way and manner as those directly reserved by them or it in the instrument.

4.4 *Severability* Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4.5 *Amendment.* Declarant shall have and hereby reserves the right at any time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record in the office of the County Clerk of Williamson County, Texas. In addition, this Declaration may be amended by an instrument in writing signed and acknowledged by the Owners of at least two thirds of the Lots in the Subdivision, provided that such amendment is not inconsistent with the general overall plan for the development of the Subdivision, provided that such amendment shall not be effective until filed for record in the office of the County Clerk of Williamson County, Texas.

4.6. *Number and Gender* Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and visa versa, whenever and as often as may be appropriate.

4.7 *Articles and Sections.* Article and section headings in this Declaration are for the convenience of reference and shall not affect the construction or interpretation of these restrictions. Unless the context otherwise requires, reference herein to Articles and Sections are to Articles and Sections of these restrictions.

4.8. *Delay in Enforcement.* No delay in enforcing the provisions of these restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

4.9 *Limitation of Liability.* Declarant, as well as its partners, agents, employees, officers, directors, partners and their respective officers, directors, agents and employees, shall not be liable to any Owner or lessee of the Land or any portion thereof or to any other party of any loss, claim or demand in connection with a breach of any provisions of these Restrictions by any party other than Declarant.

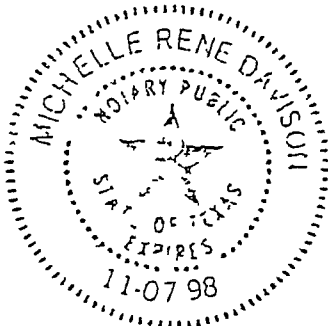
DECLARANT Austin Horizons I, Ltd., a Texas Limited Partnership

By

Printed name of signatory: WAYNE T. SENECA, President
Title: General Partner DAIG AUSTIN II, INC.,
GENERAL PARTNER

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on October 4, 1995 by WAYNE T. SENECA as General Partner of Austin Horizons I, Ltd., a Texas Limited Partnership, on behalf of said limited partnership.



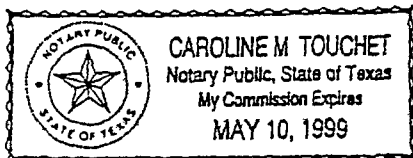
Notary Public for the State of Texas
Printed name of notary MICHELLE RENE DAVISON
My commission expires 11-07-98

OAK CREEK HOMEOWNERS ASSOCIATION, INC

By *Rickey E. Davis*
Printed name of signatory Rickey E Davis
Title: President

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on September 25, 1995 by
Rickey E. Davis as President of Oak Creek Homeowners Association, Inc., a nonprofit
corporation incorporated under the laws of the State of Texas, on behalf of said corporation



Caroline M. Touchet
Notary Public for the State of Texas
Printed name of notary Caroline M. Touchet
My commission expires 05/10/99

BYLAWS
OF
OAK CREEK HOMEOWNERS ASSOCIATION, INC.

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BYLAWS OF
OAK CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

Section 1.1. *Corporate Name.* The name of the corporation is Oak Creek Homeowners Association, Inc. The registered office of the corporation shall be located at 3355 Bee Caves Road, Suite 510, Austin, Texas 78746, as set forth in the Articles of Incorporation for Oak Creek Homeowners Association, Inc. as amended from time to time. The meetings of members and directors may be held at such places within the State of Texas, County of Williamson, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 2.1. *"Association"* shall mean the Oak Creek Homeowners Association, Inc., its successors and assigns.

Section 2.2. *"Declaration"* shall mean Declaration of Covenants, Conditions and Restrictions for Oak Creek--Revised 1995.

Section 2.3. All other terms in these bylaws shall have the same definition as in Article I of the Declaration.

ARTICLE III. MEMBERSHIP

Section 3.1. *Membership.* Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include person or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 3.2. *Suspension of Membership.* The Board may exercise all enforcement rights and remedies as set forth in the Declaration, including suspension of membership.

ARTICLE IV
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

Section 4.1. *Enjoyment of Common Area.* Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such persons. The rights and privileges of such delegate persons are subject to suspension to the same extent as those of the member.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1. *Number.* The affairs of the Association shall be managed by a Board of five to seven directors, who need not be members of the Association. Each year at the time the board members are elected the Association shall determine whether the Board for the coming year shall be 5, 6, or 7 members.

Section 5.2. *Election.* The terms of directors shall be for two years. Each year, to the extent possible, one half of the directors shall be elected.

Section 5.3. *Replacement.* In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board after consultation with the nominating committee and shall serve

until the next annual meeting at which time a successor shall be elected by the membership to fill the remainder of the term. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

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

Section 5.5. *Action Taken Without a Meeting.* The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the approval of all the directors. Any action so approved shall be noted in the minutes of the next regularly scheduled meeting of the Board and shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI MEETINGS OF DIRECTORS

Section 6.1. *Regular Meetings.* Regular meetings of the Board of Directors shall be held at least quarterly at such place and hour as may be fixed from time to time by the president. All directors shall be notified of any change of the regularly scheduled date, time, and place of the meeting.

Section 6.2. *Special Meetings.* Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

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

Section 6.4. *Members' Right to Attend.* Members of the Association shall have a right to attend all Board meetings except for executive sessions of the Board dealing with sensitive matters such as hiring or terminating of employees or managing agents, lawsuit negotiations or strategy, crimes involving Owners or residents of the Subdivision, and similar matters.

Section 6.5. *Members' Right to Notice.* Upon request to any Board member or to the managing agent for the Association, the requesting member shall be notified verbally or in writing of the date, time, and place of the next Board meeting, including any changes of such meeting date or time so that interested Association members may have an opportunity to attend. As an alternative to personal notification, the Board may post Board meetings on a bulletin board at a designated common facility, at least 24 hours in advance unless an emergency necessitates less advance notice.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof,

(b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration,

(c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive meetings of the Board of Directors without just cause having been furnished and accepted by the Board,

(d) To establish and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association;

(e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation, and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate, or perform all or any part of the affairs and business of the Association, and

(f) To take any actions reasonably necessary for the administration of the Association and the implementation of the purposes and provisions of the Declaration, Bylaws, and Rules

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

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a financial statement thereof to the members at the annual meeting of the members or at any special meeting;

(b) To supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

(c) As more fully provided herein, and in the Declaration

(1) To fix the amount of the annual assessment against each Lot at least 30 days in advance of such annual assessment period, as hereinafter provided in Article XII, and

(2) To send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period,

(d) To issue, or to cause an appropriate officer to issue upon demand by any person, a "resale" certificate setting forth any amounts that are due and unpaid as to any Owner or Lot. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of any statement made in the certificate,

(e) To procure and maintain adequate liability and hazard insurance on property owned by the Association,

(f) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate,

(g) To cause the Common Area to be maintained, and

(h) To perform such duties that are reasonably necessary for the administration of the Association and the implementation of the purposes and provisions of the Declaration, Bylaws, and Rules

ARTICLE IX. COMMITTEES

Section 9.1 *Nominating Committee* The Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition the Board may appoint other committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

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

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

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

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

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

ARTICLE X. MEETINGS OF ASSOCIATION MEMBERS

Section 10.1. *Annual Membership Meetings* The Association shall have an annual membership meeting at a time, place, and date each year in the month of October or November, as set by the Board of Directors.

Section 10.2. *Special Meetings.* Special meetings of the members may be called at any time by the president or by the Board of Directors, or by written request of the members who are entitled to vote 25% of all the votes of the entire membership.

Section 10.3 *Notice of Meetings* Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Notices of all membership meetings shall be accompanied by an agenda of known items to be discussed or considered; but such agenda shall not preclude members from considering items not on the agenda except where the Declaration requires advance written notice for certain actions such as special assessments or amendments to the Declaration or Bylaws.

Section 10.4 *Quorum* The presence at the meeting of members, entitled to cast, or of proxies entitled to cast, in person or by proxy, representing 20% of the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to recess the meeting from time to time, without notice other than announcement of the meeting, shall be present or represented by proxy. Quorums for meetings to vote on special assessments or increasing monthly assessments more than 5% shall be governed by Section 12.6.

Section 10.5 *Proxies* At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 10.6 *Voting rights* Each Lot Owner shall be a member of the Association and shall have one vote for each Lot owned by the Owner. When more than one person holds an ownership interest in a Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot.

ARTICLE XI OFFICERS AND THEIR DUTIES

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

Section 11.2 *Election of Officers* The officers of the Association shall be elected annually by the Board. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 11.3 *Term.* The officers shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 11.5. *Resignation and Removal.* Any officer may be removed from office by a vote of the Association membership with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

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

Section 11.7. *Multiple Offices* The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 11.4.

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

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

(b) *Vice-President* The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

(d) *Treasurer* The treasurer shall (1) have the responsibility for receipts and deposits in appropriate bank accounts all monies of the Association, (2) disburse or cause to be disbursed Association funds as directed by resolution of the Board, (3) sign all promissory notes of the Association, along with the president, (4) keep proper books of account, (5) cause an annual audit of the Association books to be made by a licensed accountant at the completion of each fiscal year, (6) prepare a current year statement of income and expenditures, a current statement of cash position, and an annual budget for the next fiscal year with budget assumptions, and (7)

prepare a projected monthly statement of income and expense and a projected cash flow for the fiscal year. Such information shall be presented to the membership at its regular annual meeting, with copies available to the membership upon request at least 10 days prior to the annual meeting.

ARTICLE XII ASSESSMENTS

Section 12.1. *Creation of the Lien and Personal Obligation of Assessments* In accordance with Section 2.5(r) of the Declaration, all sums becoming due under the Declaration, Rules, or Bylaws during an Owner's ownership of his Lot shall be a personal obligation of the Owner; but personal liability for such sums shall not pass to the Owner's successor in title unless expressly assumed by such successor. All sums due and unpaid by a Lot Owner and any previous Owner shall be a charge on the Owner's Lot; and the Association shall have a continuing lien therefor on the Owner's Lot and on any rentals and insurance proceeds relating to the dwelling thereon.

Section 12.2. *Purpose of Assessments* The assessments levied by the Association shall be used exclusively for the purposes of administering the Association, promoting the recreation, health, safety, and welfare of the Lot Owners and their tenants and guests, and for the improvement and maintenance of the Common Area.

Section 12.3. *Monthly assessments* Following the annual membership meeting, the Board shall set the monthly assessment rate in accordance with the Declaration and any resolutions or votes adopted by the Association membership at the annual meeting. The monthly assessment may not be increased more than 5% per fiscal year without approval of a majority of Association members voting in person or by proxy at the annual or specially-called meeting.

Section 12.4. *Special Assessments for Capital Improvements and Nonrecurring Maintenance* In addition to the monthly assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment is approved by a two-thirds majority vote of the Association membership in attendance at an annual or special meeting of the Association members voting in person or by proxy, subject to the quorum requirements in Section 12.6.

Section 12.5. *Uniform Rate* Both monthly and special assessments must be fixed at a uniform rate for all Lots except as provided in Section 12.3.

Section 12.6. *Quorum for Special Meetings, Special Assessments, or Increasing Monthly Assessments* At any specially called meeting of the Association membership and at any meeting which a special assessment or a change in monthly assessments more than 5% is sought, the presence at the meeting of members or of proxies entitled to cast 50% of all the votes of the entire membership shall constitute a quorum.

Section 12.7. *Due Dates* Written notice of the monthly assessments and any special assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12.8. *Remedies of the Association* Enforcement rights and remedies of the Association are set forth in Article II of the Declaration.

Section 12.9. *Subordination of the Lien to Mortgages* The Association's lien shall be subordinate to the lien of a first lien mortgagee as provided in Section 2.7(r) of the Declaration.

Section 12.10. *Exempt Property* All properties dedicated to and accepted by a local public authority; and all property designated as Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessment created herein. However, no land for improvements devoted to dwelling use shall be exempt from said assessments, regardless of the character of its ownership.

Section 12.11 *Miscellaneous* The proceeds of the monthly or special assessments shall not be used to reimburse Declarant for any capital expenditures incurred in construction or other improvements of common facility, nor for the operation or maintenance of such facilities incurred prior to conveyance unencumbered to the Association

ARTICLE XIII. BOOKS AND RECORDS

Section 13.1 *Inspection of Records* The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member and their mortgagees. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any members and their mortgagees at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV. CORPORATE SEAL

Section 14.1 *Corporate Seal* The Association need not have a corporate seal

ARTICLE XV. FISCAL YEAR

Section 15.1. *Fiscal Year.* The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation


ARTICLE XVI. AMENDMENTS

Section 16.1. *Method.* These Bylaws may be amended at the regular or special meeting of the members after at least 30 days notice of the proposed amendment has been mailed to the members, by a vote of a majority of a quorum of members present in person or by proxy. However, the Declarant acting alone may at any time amend the Bylaws for the sole purpose of having the Bylaws comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies. The Board of Directors may, by unanimous vote, at any time amend the Bylaws without the consent of Declarant for the sole purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies. After adoption, amendments to the Bylaws shall be distributed to the Association members

ARTICLE XVII. GENERAL

Section 17.1 *Conflicts.* In the case of conflict, the documents shall be controlling in the following order of priority (1) the Articles of Incorporation, (2) the Declaration, (3) the Bylaws, and (4) the Rules

Section 17.2 *Certification* The undersigned president of the Oak Creek Homeowners Association, Inc. hereby certifies that these bylaws have been duly adopted by the Association



President of the Association

9-25-95

Date

ARTICLES OF INCORPORATION

OF

OCT - 6 1995

OAK CREEK HOMEOWNERS ASSOCIATION, INC

Corporations Section

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

ARTICLE I. NAME

The name of the corporation is Oak Creek Homeowners Association, Inc. hereinafter called the "Association".

ARTICLE II. TYPE OF CORPORATION

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

ARTICLE III. DURATION

The period of duration is perpetual.

ARTICLE IV. PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain real property described in that certain Declaration of Covenants, Conditions and Restrictions for Oak Creek-Revised 1995, a subdivision in Williamson County, Texas (hereinafter called "the Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in said Declaration and in these Articles; and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of said Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) To borrow money as authorized in the Declaration and Bylaws.

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

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

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

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

The Bylaws of the Association may provide for suspension of membership for failure to pay assessments and for violation of the Rules and Regulations established by the Board of Directors.

ARTICLE VI. VOTING RIGHTS

Members shall be all those Owners as defined in Article V. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VII. AGENT AND OFFICES

The registered agent for the corporation and the registered address of such agent shall be Larry Niemann, 1122 Colorado Street, Suite 313, Austin, Texas 78701. The principal office of the Association is located at 3355 Bee Caves Road, Suite 510, Austin, Texas 78746.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of three to seven directors, who need not be members of the Association as determined by vote of the Association at the annual meeting. The number of directors may be changed by amendment of the Bylaws of the Association. The name(s) and address(es) of the current directors are:

- (1) Rickey Davis, 1005 Oakwood, Round Rock, Texas 78681
- (2) Kathy Wood, 1200 Owl Court, Round Rock, Texas 78681
- (3) J.D. Webb, 1001 Oakwood, Round Rock, Texas 78681
- (4) Spencer Ainsworth, 2225 Mockingbird, Round Rock, Texas 78681
- (5) Stephen A. Yeamans, 2227 Mockingbird Drive, Round Rock, Texas 78681

ARTICLE IX MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the voting membership; all subject, however, to the provisions relating to annexation as set forth in said Declaration.

ARTICLE X. AUTHORITY TO MORTGAGE

After same has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds of the membership, if any

ARTICLE XI. AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area (after same has been conveyed to it) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

ARTICLE XII DISSOLUTION

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

ARTICLE XIII. MEETINGS FOR ACTIONS GOVERNED BY ARTICLES IX THROUGH XII

In order to take actions under Articles IX through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast 60% of the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XIV AMENDMENTS

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

ARTICLE XV DIRECTOR LIABILITY

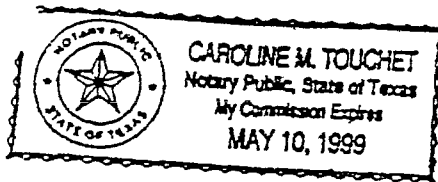
No director of the corporation shall be liable to the corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director occurring at any time, whether on or after the date hereof or, to the full extent permitted by law, prior to the date hereof, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the director's office, or (iv) for acts or omissions for which the liability of a director is expressly provided by statute. Any repeal or amendment of this Article by the members of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or amendment. In addition to the circumstances for which a director shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or amendment. In addition to the circumstances for which a director of the corporation is not personally liable as set forth in the preceding sentences, a director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a director

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of September, 1995

Rickey Davis
President

STATE OF TEXAS
COUNTY OF Texas / Travis

Sworn to and subscribed before me this the 25th day of September, 1995 by
Rickey Davis. This instrument was acknowledged before me by Rickey Davis this 25th day of
September 1995.



Caroline M. Touchet
Notary Public for the State of Texas
Printed name of notary Caroline M. Touchet
My commission expires 05/10/99

oakcrkdeccln 14e

After recording, return to:

Larry Niemann
Niemann & Niemann, Attorneys at Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Doc# 9647369
Pages: 42
Date : 09-05-1996
Time : 02:51:20 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 91.00

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
This is to certify that this document was FILED and
RECORDED in the Official Public Records of
Williamson County, Texas on the date and time
stamped thereon.



Elaine Bizzell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED
95 OCT 19 AM 10:11
DAYA DE...
COUNTY CLERK
TRAVIS COUNTY, TEXAS

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

OCT 19 1995



Donna DeLoach
COUNTY CLERK
TRAVIS COUNTY, TEXAS

**ADDITION/AMENDMENT TO
BYLAWS FOR OAK CREEK
October 29, 2001**

The Declaration of Covenants, Conditions and Restrictions for Oak Creek—Revised 1995 was recorded in Document #9647369 of the Official Records of Williamson County, Texas and the Bylaws of Oak Creek Homeowners Association, Inc. were recorded as Exhibit D to such Declaration; and

Article XVI, Section 16.1 of the Bylaws allows for changes to/amendment of the Bylaws, and the requisites of that section have been met;

The Bylaws are changed/amended as follows:

A new subsection, Section 8.1(i), is added to Article VIII to read:

“Section 8.1(i). Loans and Payment. The authority given the Association and Board under this subsection (i) is limited to a one-time loan and special assessment to make renovations to and enlarge the pool and add a meeting facility as discussed in Association meetings held April 10, 2001 and October 29, 2001. The Board shall as soon as reasonably possible contract for the construction of the pool renovations in accordance with and not to exceed the scope of the renovations discussed at the April 10, 2001 and October 29, 2001 meetings.”

Regardless of any other language in the Declaration or Bylaws, the Association, acting through its Board of Directors, shall have the authority to borrow funds in the name of the Association and to pledge as collateral any regular and special assessments and any insurance proceeds owed to the Association.

Provided the requisites for approval for the special assessment have been met, the Association, acting through its Board, has the authority to levy a special assessment for the sole purpose of the pool renovation/expansion in an amount sufficient to pay the monthly loan payments for the pool renovation/expansion loan. The special assessment will be due at a date to be determined by the Board. However, the Board must upon written request of any owner allow the owner to pay a smaller up-front payment, with remaining payments on a monthly basis over the life of the loan. Those paying monthly will necessarily be paying interest as part of their monthly payment (passed through pro rata according to the interest rate charged by the lender). If a Lot should change ownership before the loan has been paid off, the new owner shall be responsible for any monthly special assessment payments from the effective date of his ownership forward.

Once owners have elected a payment method, the method may not be changed. Owners electing to pay in a lump sum and who sell their homes during the term of the loan shall not receive a refund.

Executed and effective this 19th day of November, 2001.

OAK CREEK HOMEOWNERS ASSOCIATION, INC.

By: Michael P. Barnett

Printed Name: Michael P. Barnett

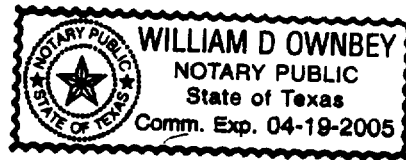
Title: President, OCHOA

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 19 day of NOVEMBER, 2001, by MICHAEL P. BARNETT, in the capacity stated above.

William D. Ownbey
Notary Public, State of Texas



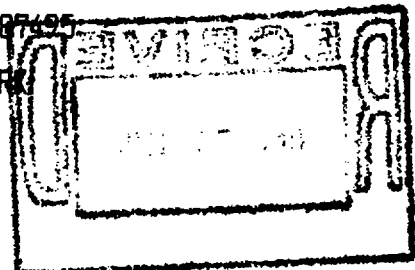
① After recording, return to:
Niemann & Niemann, L.L.P.
Attn: Connie Heyer
1122 Colorado Street, Suite 313
Austin, Texas 78701

oakcrkbylawdocs-2/ed24

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

11-28-2001 12:01 PM 2001087495
ANDERSON \$11.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS





STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT OF RULES AND REGULATIONS
OF
OAK CREEK HOMEOWNERS ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Oak Creek—Revised 1995, filed as Document No. 9647369 in the Official Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the “**Declaration**”).

Reference is further made to the Resolutions of the Board of Directors Adopting Rules for Oak Creek Homeowners Association, Inc., filed as Document No. 2009036725 in the Official Public Records of Williamson County, Texas (together with any amendments or supplements, the “**Rules**”).

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Oak Creek Homeowners Association, Inc. (the “**Association**”);

WHEREAS the Association has the authority under state statute and its general corporate governance powers to adopt the rules set forth herein;

WHEREAS the Association, acting through its board of directors (the “**Board**”), has previously adopted the Rules; and

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit “A” to supplement the previously-adopted Rules;

THEREFORE the additional Rules attached as Exhibit “A” have been, and by these presents are, ADOPTED and APPROVED.

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

OAK CREEK HOMEOWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature: _____

Printed Name: _____

Title: _____

President

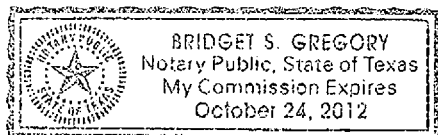
Exhibit “A”: Additional Rules

Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 10th day of January, 2012, by Bridget S. Gregory in the capacity stated above.



Bridget S. Gregory
Notary Public, State of Texas

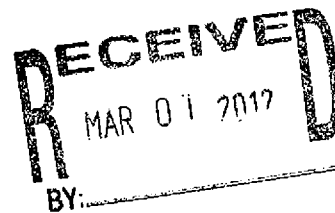


EXHIBIT "A"

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SECTION I. FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's architectural control committee (the "**Architectural Control Committee**"). An Owner desiring to display a permitted flag must submit plans to the Architectural Control Committee for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's Architectural Control Committee shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
 - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
 - d. Flags must never be flown upside down and must never touch the ground.
 - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
 - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - h. Only all-weather flags may be displayed during inclement weather.
 - i. Flags must be no larger than 3'x5' in size.
 - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
 - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.
4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish

appropriate to the materials (per the discretion of the Architectural Control Committee) used in the construction of the mount or flagpole and harmonious with the dwelling.

5. **Additional Requirements for Flagpoles.** The following additional requirements shall apply to flagpoles installed on Lots:
 - a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
 - e. Unless otherwise approved by the Architectural Control Committee, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The Architectural Control Committee may require the pole to be installed on a particular side or otherwise require a particular location;
 - f. No trees may be removed for pole installation; and
 - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
6. **Lighting of Flag Displays.** Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
7. **Maintenance.** An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

SECTION II. SOLAR ENERGY DEVICES

1. **Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. **Prior Approval Required.** **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Architectural Control Committee. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. **Definition.** In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. **Prohibited Devices.** Owners may not install solar energy devices that:
 - a. threaten the public health or safety;

- b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the Architectural Control Committee; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Architectural Control Committee may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
 - b. be located only on the back of the home – the side of the roof opposite the street. The Architectural Control Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Solar shingles. Any solar shingles must:
- a. Be designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
 - iii. match the aesthetics of the property surrounding the Owner's property.

SECTION III. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the Architectural Control Committee of all energy production calculations. All calculations must be performed by an industry professional.

records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:

- a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page
 - b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
 - a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

SECTION IV. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.

2. Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Record Retention. The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION V. PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) only if:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:
 - a. Term. Standard Payment Plans are for a term of 6 months. (See also Paragraph 6 for Board discretion involving term lengths.)
 - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at

the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The Association may require ACH payments under any plan.

- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
 - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the highest lawful rate, compounded annually, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
 - e. Contact information. The Owner will provide relevant contact information and keep same updated.
 - f. Additional conditions. The Owner will comply with such additional conditions under the plan as noted in the plan instrument.
 - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

SECTION VI. VOTING

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

SECTION VII. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service, or to utilize an email registration vehicle of the Board's choosing, in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:OakCreek:RulesAmendPer2011Law12-11.doc

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Nancy E. Rister

02/27/2012 11:08 AM

KFOSTER \$48.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Nancy E. Rister

Nancy E. Rister, County Clerk

2013 Jun 17 02:10 PM

Fee: \$ 20.00 Pages: 2

Williamson County Texas

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT OF RULES AND REGULATIONS
OF
OAK CREEK HOMEOWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Oak Creek—Revised 1995, filed as Document No. 9647369 in the Official Records of Williamson County, Texas (together with all amendments and supplemental documents thereto, the “**Declaration**”).

Reference is further made to that certain Amendment of Rules and Regulations of Oak Creek Homeowners Association, Inc., filed as Document No. 2012013515 in the Official Public Records of Williamson County, Texas, and those certain Resolutions of the Board of Directors Adopting Rules for Oak Creek Homeowners Association, Inc., filed as Document No. 2009036725 in the Official Public Records of Williamson County, Texas (cumulatively and together with any amendments or supplements, the “**Rules**”).

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Oak Creek Homeowners Association, Inc. (the “**Association**”);

WHEREAS the Association has the authority under state statute and its general corporate governance powers to adopt the rules set forth herein;

WHEREAS the Association, acting through its board of directors (the “**Board**”), has previously adopted the Rules and wishes to supplement the Rules; and

WHEREAS Board, pursuant to Declaration §2.6(a) hereby adopts the following rule for purposes of enforcing and implementing the Use Restrictions and other relevant provisions of the declaration and other governing documents regarding storage of waste receptacles.

“SECTION VIII. STORAGE OF WASTE RECEPTACLES

1. Storage of Waste Receptacles. Waste receptacles may not be stored in front yards or driveways. Owners must at all times store waste receptacles out of sight from the street, with the exception that receptacles may be put out, adjacent to the curb in front of the home, for waste collection after 12:00 pm the day before a City of Round Rock garbage or recycling collection day and must be returned out of sight by 11:00 pm on the day of collection. Construction of a screening device to hide waste receptacles from street view is prohibited without the appropriate submittal to, and receipt of prior written permission from, the Architectural Control Committee.”

OAK CREEK HOMEOWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

Signature: Charles A. Farr
Printed Name: Charles A. Farr aka Chuck Farr
Title: Secretary Oak Creek HOA Directors

Acknowledgement

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was executed before me on the 14th day of June, 2013, by Charles A. Farr in the capacity stated above.

V. Mitchell
Notary Public, State of Texas



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**RESOLUTIONS OF THE BOARD OF DIRECTORS
ADOPTING RULES FOR
OAK CREEK HOMEOWNERS ASSOCIATION, INC.**

I, Gina Warrington, President of Oak Creek Homeowners Association, Inc. a not for profit corporation duly organized and existing under the laws of the State of Texas, (the "Association") do hereby certify that the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 11th day of March, 2009 there was duly and legally held meeting of said Board of Directors at which a quorum of the Directors was present and acting throughout, and at said meeting the following resolutions were unanimously adopted:

All restrictions of the declaration and bylaws are by reference incorporated into the rules. In addition to the declaration and bylaws, the Board adopts the following rules:

- 1) Nonassessment items first. All monies received from an owner may be applied first to nonassessment obligations of the Owner, such as fines, late charges, returned check charges, attorneys fees, user fees, damages, etc., regardless of notations on checks and transmittal letters."
- 2) Standard Violation Process: **Lawns Only**
 - 1st Violation - Warning
 - 2nd Violation with Fine - Notification of Fining
 - 3rd Violation with Fine - \$25.00
 - 4th Violation with Fine - \$30.00
 - 5th Violation with Fine - \$100.00
 - Continuous Violations thereafter - \$100.00

Standard Violation Process: **All other violations**

 - 1st Violation - Warning
 - 2nd Violation with Fine - Notification of Fining
 - 3rd Violation with Fine - \$100.00
 - 4th Violation with Fine - \$100.00
 - 5th Violation with Fine - \$100.00
 - Continuous Violations thereafter - \$100.00
- 3) The Board reserves the right to alter the standard violation process (including the right to reduce or increase the fines) if, in its sole discretion, alternate action is warranted.

Approved this 13th day of May, 2009.

By: _____

Title: President

FURTHER RESOLVED, that these rules shall be effective upon execution.

IN WITNESS WHEREOF, I have hereunto set my hand as President of said Corporation, this 13th day of May, 2009.

Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on May 13, 2009
by Gina Warrington, in the capacity stated above

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of
May, 2009.



Notary Public

Return to: ① Alliance Association Management
15912 RR 620 North, Suite 205
Austin, Texas 78717

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009036725

Nancy E. Rister

05/27/2009 08:06 AM

CMCNEELY \$16.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

COLLECTION POLICY

Association Name: Oak Creek Homeowners Association, Inc. RECEIVED
JAN 12 7 2017

Our collection program is comprised of two parts. Both Part A (Full Service) and Part B (a la carte) are described below:

A. FULL SERVICE COLLECTION PROCESS INCLUDES ALL ITEMS LISTED IN PART C BELOW.

B. The optional services and associated fees are listed in part C below. Please indicate which services you would like your program to include. Please place an X in the boxes of the services you would like to include or check the box refusing all options. If this form is not completed and returned within thirty days of contract execution, full service will be provided by default.

C. <u>DATE SENT</u>	<u>SERVICE</u>	<u>COST PER TRANSACTION</u>
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<input type="checkbox"/> 30-Days	Late Notice	Late & Collection Fees \$ 15.00
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There will be a \$15.00 collection fee assessed to each delinquent homeowner's account for any account with an overdue balance of \$10.00 or more as of the _____ (cutoff date), as dictated by your documents.

<input type="checkbox"/> 60-Days	Demand Letter	Late & Collection Fees \$ 15.00
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<input type="checkbox"/> 90-Days	Title Search	\$110.00
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Intent to report to the credit bureau

<input type="checkbox"/> 120-Days	Notification of credit bureau reporting	\$45.00
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<input type="checkbox"/> 150-Days	Attorney notification of lien filing	\$ 170.00
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<input type="checkbox"/> 180-Days	Intent to forward to the attorney	Late & Collection Fees \$ 15.00
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<input type="checkbox"/> 210-Days	Forward to attorney (foreclosure)	\$ 47.50
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☐ I would like to refuse all optional services.

Alliance reserves the right to charge delinquent owners directly a one-time set up fee and a monthly servicing fee that option to enter into the associations recorded Payment Plan.

By signing below GINA Warrington as an authorize agent for Oak Creek HOA, Inc. accepts the above selected options to be performed by Alliance Association Management on behalf of the association named above.

Option A. ☒ Full Service

Option B. ☐ Partial

Gina M. Warrington
Association Agent

12-28-11
Date Signed

REST
2 PGS

2012034916

State of Texas

County of Williamson

This instrument was acknowledged before me on January 31, 2012, by Gina Warrington, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to that he/she executed the same for the same as his own act and for the purposes and consideration therein expressed.

[SEAL]



Aricella M. Ojeda
Notary Public Signature

PLEASE RETURN DOCUMENT TO:
Alliance Association Management
115 Wild Basin Rd. #308
Austin, TX 78746

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012034916

Nancy E. Rister

05/10/2012 01:39 PM

DPEREZ \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS