

# **CORDILLERA RANCH**

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

TABLE OF CONTENTS

ARTICLE I - DEFINITIONS ..... 1

    1.1 Architectural Review Committee. .... 1

    1.2 Articles. .... 1

    1.3 Assessment. .... 2

    1.4 Association. .... 2

    1.5 Board. .... 2

    1.6 Bylaws. .... 2

    1.7 Cordillera Ranch Restrictions. .... 2

    1.8 Common Properties. .... 2

    1.9 Declarant. .... 2

    1.10 Design Guidelines. .... 2

    1.11 Development. .... 2

    1.12 Greenbelt or Amenity Area. .... 3

    1.13 Improvement. .... 3

    1.14 Lot. .... 3

    1.15 Master Declaration. .... 3

    1.16 Member. .... 3

    1.17 Mortgage. .... 3

    1.18 Mortgagee. .... 3

    1.19 Owner. .... 3

    1.20 Person. .... 3

    1.21 Plans and Specifications. .... 3

    1.22 Plat. .... 4

    1.23 Property. .... 4

    1.24 Subassociation. .... 4

    1.25 Subdivision. .... 4

    1.26 Supplemental Declaration. .... 4

ARTICLE II - ADDITIONS TO THE PROPERTY ..... 4

    2.1 Phased Subdivision. .... 4

    2.2 Merger or Consolidation. .... 5

ARTICLE III - GENERAL RESTRICTIONS ..... 5

    3.1 Antennae. .... 5

    3.2 Subdividing. .... 5

    3.3 General Signage Standards. .... 5

    3.4 Rubbish and Debris. .... 5

    3.5 Noise. .... 6

    3.6 Construction of Improvements. .... 6

    3.7 Repair of Buildings. .... 6

    3.8 Alteration or Removal of Improvements. .... 6

    3.9 Roofing Materials. .... 6

    3.10 Underground Utility Lines. .... 6

    3.11 Drainage. .... 7

    3.12 Hazardous Activities. .... 7

    3.13 Temporary Structures. .... 7

3.14	Mining and Drilling. . . . .	7
3.15	Unightly Articles; Vehicles. . . . .	7
3.16	Mobile Homes, Travel Trailers and Recreational Vehicles. . . . .	8
3.17	Fences. . . . .	8
3.18	Animals - Household Pets. . . . .	8
3.19	Maintenance of Lawns and Planting. . . . .	8
3.20	Construction Activities. . . . .	9
3.21	Compliance with Provisions of the Cordillera Ranch Restrictions and Cordillera Ranch Rules. . . . .	9
3.22	Construction in Place. . . . .	9
3.23	Unfinished Structures. . . . .	9
3.24	Set-back Requirements. . . . .	9
3.25	Rentals. . . . .	9
3.26	No Warranty of Enforceability. . . . .	9
ARTICLE IV - USE RESTRICTIONS . . . . .		10
4.1	General. . . . .	10
4.2	Common Properties. . . . .	10
4.3	Recreational Improvements. . . . .	10
ARTICLE V - CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC. . . . .		10
5.1	Organization. . . . .	10
5.2	Membership. . . . .	10
5.3	Voting Rights. . . . .	11
5.4	Powers and Authority of the Association. . . . .	11
5.5	Maintenance and Landscape Authority. . . . .	14
5.6	Lighting. . . . .	14
5.7	Common Properties. . . . .	14
5.8	Community Security. . . . .	15
5.9	Private Streets. . . . .	16
5.10	Rules of the Board of Directors. . . . .	16
5.11	Indemnification. . . . .	16
ARTICLE VI - ARCHITECTURAL REVIEW COMMITTEE . . . . .		17
6.1	Approval of Plans and Specifications. . . . .	17
6.2	Membership of Architectural Review Committee. . . . .	17
6.3	Actions of the Architectural Review Committee. . . . .	17
6.4	Advisory Members. . . . .	18
6.5	Term. . . . .	18
6.6	Declarant's Rights of Appointment. . . . .	18
6.7	Adoption of Rules. . . . .	18
6.8	Design Guidelines. . . . .	18
6.9	Review of Proposed Construction. . . . .	18
6.10	Variances. . . . .	19
6.11	No Waiver of Future Approvals. . . . .	19
6.12	Work in Progress. . . . .	19
6.13	Address. . . . .	20
6.14	Fees. . . . .	20

6.15	Certificate of Compliance. . . . .	20
ARTICLE VII - FUNDS AND ASSESSMENTS . . . . .		20
7.1	Assessments. . . . .	20
7.2	Maintenance Fund. . . . .	20
7.3	Regular Annual Assessments. . . . .	21
7.4	Special Assessments. . . . .	21
7.5	Owner's Personal Obligation for Payment of Assessments. . . . .	21
7.6	Assessment Lien and Foreclosure. . . . .	22
ARTICLE VIII - EASEMENTS . . . . .		23
8.1	Reserved Easements. . . . .	23
8.2	Installation and Maintenance. . . . .	23
8.3	Drainage Easements. . . . .	23
8.4	Surface Areas. . . . .	23
8.5	Title to Easement and Appurtenances Not Conveyed. . . . .	24
8.6	Greenbelt or Amenity Areas. . . . .	24
ARTICLE IX - GENERAL PROVISIONS . . . . .		24
9.1	Term. . . . .	24
9.2	Nonliability of Board and Architectural Review Committee Members. . . . .	25
9.3	Amendment. . . . .	25
9.4	Notices. . . . .	25
9.5	Interpretation. . . . .	25
9.6	Mergers and Consolidations. . . . .	25
9.7	Exemption of Declarant. . . . .	26
9.8	Assignment by Declarant. . . . .	26
9.9	Enforcement and Nonwaiver. . . . .	26
9.10	Construction. . . . .	26

# CORDILLERA RANCH

## MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS           §  
  §  
COUNTY OF KENDALL         §

Cordillera Ranch, Ltd., a Texas limited partnership, hereinafter called the Declarant, owns a portion of and contemplates the acquisition of the remainder of approximately 4,272 acres of real property to be developed in phases as Cordillera Ranch, a subdivision in Kendall County, Texas, which is further described on Exhibit "A" attached hereto and incorporated herein; and

Declarant desires to hold, develop, subdivide and from time to time convey the Property, or any portion thereof, subject to certain protective covenants, conditions, restrictions, liens and charges hereinafter set forth; and

Declarant desires to create and carry out a plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

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

### ARTICLE I DEFINITIONS

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

**1.1 Architectural Review Committee.** "Architectural Review Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

**1.2 Articles.** "Articles" shall mean the Articles of Incorporation of Cordillera Ranch Property Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

- 1.3 Assessment.** "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.
- 1.4 Association.** "Association" or "Master Association" shall mean and refer to Cordillera Ranch Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- 1.5 Board.** "Board" shall mean the Board of Directors of the Association.
- 1.6 Bylaws.** "Bylaws" shall mean the Bylaws of the Association to be adopted by the Board, and as from time to time amended.
- 1.7 Cordillera Ranch Restrictions.** "Cordillera Ranch Restrictions" shall mean, collectively (i) this Master Declaration, together with any and all Supplemental Declarations, as the same may be amended from time to time, (ii) the Design Guidelines, and (iii) the Articles and Bylaws from time to time in effect, as the same may be amended from time to time.
- 1.8 Common Properties.** "Common Properties" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including, but not limited to all private streets, signs, gates, fountains, statuary, parkways, medians, islands, security guardhouse, walls, bridges, safety lanes, trails, parks, lakes, greenbelts, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, (to the extent not owned by appropriate governmental authorities), walkways, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include: (i) those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and identified thereon held as open space for passive or recreational purposes for the benefit of all Owners, (ii) the streets within the Subdivision, and (iii) those areas of land and improvements thereon deeded to the Association by Declarant. Declarant reserves the right to effect redesigns or reconfigurations or deletions of the Common Properties by any means including, without limitation, any amendatory plat of all or any portion of Cordillera Ranch.
- 1.9 Declarant.** "Declarant" shall mean Cordillera Ranch, Ltd., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Cordillera Ranch, Ltd. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.10 Design Guidelines.** "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to architecture design, construction, placement, location, alteration and maintenance of Improvements, landscaping and vegetation, namely those certain Development Design Guidelines and Vegetation Guidelines for Cordillera Ranch, as the same may be amended from time to time and any additional criteria and guidelines established by the Architectural Review Committee.
- 1.11 Development.** "Development" shall mean the real property more particularly described on Exhibit "A" attached hereto and incorporated herein, which Declarant proposes to

develop and subdivide in phases for residential and other purposes and to be known as Cordillera Ranch, a subdivision in Kendall County, Texas.

**1.12 Greenbelt or Amenity Area.** "Greenbelt or Amenity Area" shall mean all areas designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners, including but not limited to areas described as park or trail areas.

**1.13 Improvement.** "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, basketball goals, swimming pools, garages, storage buildings, fences, trash enclosures, animal enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

**1.14 Lot.** "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot, with the exception of any lots described as Common Properties, on a Plat of the Property, together with all Improvements located thereon.

**1.15 Master Declaration.** "Master Declaration" or "Declaration" shall mean this instrument, and as it may be amended from time to time.

**1.16 Member.** "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

**1.17 Mortgage.** "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

**1.18 Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

**1.19 Owner.** "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities, excluding Declarant, holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee.

**1.20 Person.** "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

**1.21 Plans and Specifications.** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, water well plans, drainage plans, clearing plans, septic system plans or other sewage disposal system plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples or exterior colors, plans for utility services, all other documentation or information relevant to such Improvement.

1.22 **Plat.** "Plat" shall mean a final subdivision plat of any portion of the Property.

1.23 **Property.** "Property" shall mean that real property which is subject to the terms of this Declaration initially described as that certain 556.47 acre, more or less, tract of land containing Cordillera Ranch, Phase I Unit 1, a subdivision in Kendall County, Texas as a portion thereof, and as described by metes and bounds on Exhibit "B" attached hereto and incorporated herein, and any additional real property which may be hereafter incorporated or annexed under the terms of this Declaration.

1.24 **Subassociation.** "Subassociation" shall mean any non-profit Texas corporation or unincorporated association, organized and established by Declarant or with Declarant's approval, pursuant to or in connection with a Supplemental Declaration.

1.25 **Subdivision.** "Subdivision" shall mean and refer to that portion of the Development that has been subdivided and shown on a map or plat or record in the Official Records of Kendall County, Texas and brought within the scheme of this Declaration in accordance with the provisions of Article II of this Declaration.

1.26 **Supplemental Declaration.** "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to (i) subject any area of the Property to further covenants, conditions or restrictions, (ii) withdraw land from the Property, or (iii) annex additional land into the Development.

## **ARTICLE II** **ADDITIONS TO THE PROPERTY**

### **2.1 Phased Subdivision.**

(A) **Incorporation.** Declarant, its successors and assigns, shall have the right at any time prior to January 1, 2017, to incorporate within the scheme of this Declaration additional properties in future phases of the Development, so long as such properties are within the area described on Exhibit "A" attached hereto, following the acquisition of such property, or with the consent of the record owner, without the consent or approval of any party, including the Owners of any Lots (other than Declarant).

(B) **Annexation.** Additional properties may be annexed into the Development at any time with the consent of sixty-seven percent (67%) of all of Members of the Association and the written approval of Declarant. As additional properties are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties.

(C) **Filing Supplemental Declarations.** To evidence the incorporation or annexation of additional property, Declarant shall record a Supplemental Declaration which shall incorporate this Declaration by reference. Following such incorporation or annexation and the recordation of such additional plat or maps, then and thereafter the

Owners of all Lots in the Subdivision shall have the rights, privileges and obligations set forth in this Declaration and each applicable Supplemental Declaration.

**2.2 Merger or Consolidation.** Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

### **ARTICLE III GENERAL RESTRICTIONS**

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

**3.1 Antennae.** No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, communications or entertainment purposes shall be erected or maintained, except by Declarant, without the prior written approval of the Architectural Review Committee.

**3.2 Subdividing.** No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee and Declarant; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Review Committee. The Architectural Review Committee, in its sole and arbitrary discretion, may elect to withhold its consent to further subdividing any Lot.

**3.3 General Signage Standards.** All signs visible from the roadway (both temporary and permanent) shall be constructed for low maintenance and shall be approved in advance by the Architectural Review Committee. In the event a sign is not properly maintained, the Architectural Review Committee may give the sign owner written notice thereof. Required repairs must be made within five (5) business days of notification by the Architectural Review Committee. The Architectural Review Committee shall have the right, but not the obligation, to have repairs made and charged to the sign owner. An easement on, over and across the Common Properties is hereby retained by Declarant for placement of project signs, project monuments, directional signs, and marketing signs.

**3.4 Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such Property or any portion thereof unsanitary, unsightly, offensive or detrimental

to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. All refuse, garbage and trash shall be collected, at the expense of Owner, by the service provider chosen by the Association. In the event the Owner shall fail or refuse to keep, or cause to be kept, such Owner's Property or any Improvements thereon free from rubbish or debris or any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Association may enter upon such Property and remove or correct the same at the expense of the Owner and such entry shall not be deemed a trespass.

**3.5 Noise.** No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining Lot Owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

**3.6 Construction of Improvements.** No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee. Anything herein to the contrary notwithstanding, in the case of single family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans, and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the Architectural Review Committee.

**3.7 Repair of Buildings.** All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

**3.8 Alteration or Removal of Improvements.** Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

**3.9 Roofing Materials.** All roofing material shall be subject to the approval of the Architectural Review Committee.

**3.10 Underground Utility Lines.** No utility lines, including but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee or model homes or construction trailers; and further provided that this provision shall not apply to existing utilities

installed along the perimeters of the Property or utilities installed by Declarant offsite as may be necessary to serve the Property. The duration of any temporary overhead use otherwise allowed hereunder shall not exceed one (1) year without the consent of the Architectural Review Committee. The installation method, including but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

**3.11 Drainage.** There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

**3.12 Hazardous Activities.** No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property. No open fires shall be lighted or permitted except (i) within safe and well-designed interior fireplaces; (ii) within contained barbecue units while attended and in use for cooking purposes; or (iii) in compliance with ordinances, regulations and permit requirements of local governmental authorities. Hunting, whether with firearms or cross bows, shall be prohibited on the Property.

**3.13 Temporary Structures.** No tent, shack or other temporary building, Improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration and location of such structure.

**3.14 Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth. Declarant reserves the right to designate one or more drilling sites on the Property including any Lot or Lots owned by Declarant or any portion of the Common Properties for exploration and removal of oil, gas and other minerals.

**3.15 Unightly Articles; Vehicles.** No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from any other portion of the Property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, busses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house two (2) automobiles. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of forty-eight (48) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service area, storage area, loading area and compost piles shall be appropriately screened from view from public or private thoroughfares and other properties and

no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

**3.16 Mobile Homes, Travel Trailers and Recreational Vehicles.** No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

**3.17 Fences.** The design, construction, materials and specifications of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Common cement fences, cinder block fences and chain link fences are specifically prohibited. Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Master Association. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of vertical alignment, (ii) missing, loose, or damaged stone or wood rails in the fence, (iii) symbols, writings, and other graffiti on the fence, and (iv) broken or loose wires.

**3.18 Animals - Household Pets.** No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property, except that one (1) horse, one (1) cow or one (1) goat or any combination thereof may be kept on a Lot, so long as the maximum number of animals (other than domestic pets) does not exceed one (1) per one and one-half (1 ½) acres. Any other animals raised for school sponsored programs, including 4-H or FFA programs, may be permitted by the Architectural Review Committee, in its sole discretion. All other animals shall require the prior written consent of the Architectural Review Committee. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed or fenced area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

**3.19 Maintenance of Lawns and Planting.** Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as a part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a publicly dedicated roadway) in a clean, attractive manner and free of trash and other unsightly material and in compliance with the Design Guidelines and in conformity with the Vegetation Guidelines.

**3.20 Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction. The Architectural Review Committee is also empowered in the event of a dispute to set a reasonable schedule including days of the week and times for the performance of construction activities.

**3.21 Compliance with Provisions of the Cordillera Ranch Restrictions and Cordillera Ranch Rules.** Each Owner shall comply strictly with the provisions of the Cordillera Ranch Restrictions and Cordillera Ranch Rules as the same may be amended from time to time. Failure to comply with any of the Cordillera Ranch Restrictions and Cordillera Ranch Rules shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for fines, penalties, Assessments, damages or injunctive relief or both, asserted by the Board on behalf of the Association or by an aggrieved Owner.

**3.22 Construction in Place.** All dwellings constructed on the Property shall be built in place on the applicable Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Review Committee.

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

**3.24 Set-back Requirements.** Set-back requirements shall be the more restrictive of (a) those set forth on any Plat, or (b) set forth by the Architectural Review Committee to protect view corridors or the natural landscape. The Architectural Review Committee, in its sole discretion, reserves the right to grant variances from the set-back requirements shown on the Plat.

**3.25 Rentals.** Nothing in the Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof.

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

**ARTICLE IV**  
**USE RESTRICTIONS**

**4.1 General.** The Property shall be improved and used for single family residential use (except for any commercial tract designated as such on any recorded plat), for Common Properties including Greenbelt or Amenity Areas and for all other permitted uses. Greenbelt or Amenity Areas may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific area, Declarant may, in its sole and absolute discretion, permit other improvements and uses.

**4.2 Common Properties.** No land within the Common Properties shall be improved, used or occupied, except in such manner as shall have been approved by Declarant, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any of the Common Properties may be limited to persons currently paying Assessment fees and other charges, or otherwise conditioned or restricted, or made available to Owners, all on such terms and conditions as Declarant may determine, in its sole discretion. The Architectural Review Committee and Declarant reserve the right to promulgate reasonable use restrictions for the Common Properties.

**4.3 Recreational Improvements.** Any proposed construction of recreational improvements within the Common Properties shall be subject to approval by the Architectural Review Committee and Declarant.

**4.4 Common Properties.** No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Properties) shall be permitted on the park, open space or trail areas of the Common Properties owned by the Association or Declarant. No unlicensed vehicles of any type shall be permitted on any roads within the Common Properties.

**ARTICLE V**  
**CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC.**

**5.1 Organization.** Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Master Association as a non-profit corporation under the laws of the State of Texas. The Master Association shall be created for the purposes, charged with the duties, governed by the provisions and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Master Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Nothing in this Master Declaration shall prevent the creation, by provision therefor in Supplemental Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

**5.2 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 or 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 any obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to Assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association. It is understood that the Development may be developed in phases or sections, and such completed sections or phases or any part thereof shall, at the option and election of Declarant, be incorporated within the scheme of this Declaration and become bound hereby and a part hereof, which incorporation shall be evidenced by the filing of the Supplemental Declaration; provided, however, in the event that Declarant shall sell all or a portion of the Development to an unrelated third party purchaser without having first developed the same, such third party shall have the right to elect whether or not it desires such land to be incorporated herein pursuant to the terms of Section 2.1.

**5.3 Voting Rights.** The Association shall have two (2) classes of voting memberships:

A. Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B. The Class B Member(s) shall be Declarant, and its successors and assigns, and shall be entitled to nine (9) votes (i) for each Lot owned by it, and (ii) for each five (5) acres of the Development not then subject to a recorded plat ("Future Lot"); provided that the Class B membership shall cease and be converted to Class A membership (subject to reversion back to Class B membership upon the annexation of additional land) on the happening of either of the following events, whichever occurs earlier:

- (1) the complete development of the Development and sale of all developed lots described on Exhibit "A" attached hereto;
- (2) January 1, 2017.

From and after the occurrence of one of the above events, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot and one (1) vote for each Future Lot then owned by such Class B Member. The Class B membership shall be immediately reinstated upon annexation of any additional land. Such reinstatement of the Class B Member shall in any event cease in accordance with the limitations set forth on January 1, 2022.

**5.4 Powers and Authority of the Association.** The Master Association shall have the powers of the Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of the State of Texas or of the

two preceding sentences. The Master Association and the Board, acting on behalf of the Master Association, shall have the power and authority at all times as follows:

A. Cordillera Ranch Rules and Cordillera Ranch Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Cordillera Ranch Rules, including but not limited to traffic rules, parking rules and a schedule of fines and penalties for violations, and Cordillera Ranch Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

B. Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Master Association functions.

C. Records. To keep books and records of the Master Association's affairs.

D. Assessments. To levy Assessments as provided in Article VII below. An Assessment is defined as that sum which must be levied in the manner and against the Property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

E. Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Cordillera Ranch Restrictions and the Cordillera Ranch Rules or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Cordillera Ranch Restrictions and the Cordillera Ranch Rules, and the expense incurred by the Master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special Assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Cordillera Ranch Restrictions and the Cordillera Ranch Rules. The Master Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Cordillera Ranch Restrictions and the Cordillera Ranch Rules; provided, however, that the Board shall never be authorized to expend any Master Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

F. Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association.

G. Collection for Subassociation. To collect on behalf of and for the accounting of any Subassociation (but not to levy) any assessment made by Subassociation created pursuant to this Master Declaration.

H. Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Properties for the purpose of constructing, erecting, operating or maintaining the following:

- (1) Parks, parkways, trails, lakes, greenbelts or other recreational facilities or structures;
- (2) Fountains, statuary, walls, bridges, fences and other facilities and structures;
- (3) Roads, streets, walks, driveways, trails and paths;
- (4) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (5) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (6) Any similar public, quasi-public or private improvements or facilities;

provided, however, that the Master Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Properties without the consent of at least sixty-seven percent (67%) of the Owners (excluding Declarant), except as may otherwise be permitted hereunder to effect redesigns, reconfigurations or deletions of the Common Properties by Declarant.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

I. Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Master Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Master Association or may be furnished by the Manager. To the extent permitted by law, the Master Association and the Board may delegate any other duties, powers and functions to the Manager. The Members of the Master Association hereby release the Master Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

J. Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Common Properties; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, greenbelts, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate and the maintenance of which has not been accepted by the appropriate governmental entity; and to own and operate any and all types of facilities for both active and passive recreation.

K. Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Master Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles of Bylaws of the Master Association.

L. Construction on Association Property. To construct new improvements or additions to Common Properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.

M. Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant or any Person.

N. Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

O. Loans. To borrow funds (including without limitation the borrowing of funds from the Declarant and/or its affiliates) to pay the costs of operation, secured by such assets of the Association as deemed appropriate by the Board.

**5.5 Maintenance and Landscape Authority.** The Master Association shall maintain all streets and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Master Association shall be authorized to landscape, maintain and repair all access easements, rights-of-way, median strips, sidewalks, paths, trails, lakes, detention ponds and other areas of the Property, as appropriate. The Master Association shall maintain all Greenbelt or Amenity Areas dedicated to the Master Association for maintenance, by or with the consent of Declarant. The Master Association shall also maintain any landscaped medians and boulevard areas, not fronting lots, located on private roads within the Property. All signage, plant materials and Improvements, except Declarant's, used in said median or boulevard areas must be approved by the Architectural Review Committee.

**5.6 Lighting.** The Master Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lighting, including street lights within street rights-of-way and Greenbelt and Amenity Areas and on Common Properties.

**5.7 Common Properties.** Subject to and in accordance with this Declaration, the Master Association, acting through the Board, shall have the following duties:

A. Ownership and Maintenance. To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other Common Properties, real and personal, conveyed or leased to the Master Association by Declarant and to maintain in good repair and condition all lands, improvements and other Master Association property owned by or leased to the Master Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

B. Construction. To construct, maintain, repair and replace landscape improvements and irrigation systems within rights-of-way pursuant to agreement(s) with the local governmental authorities and any recorded plat.

C. Assessments. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the Members of the Master Association. The Master Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

D. Mortgage. Upon the approval of sixty-seven percent (67%) of each Class of Members, to execute mortgages, both construction and permanent, for construction of facilities, including Improvements on property owned by or leased to the Master Association. Additionally, the Master Association may accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Master Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the Members of the Master Association, as the case may be, but subject to the limitations imposed by this Declaration.

E. Insurance. To take out and maintain current a policy of liability insurance coverage insuring Declarant and the Master Association and covering accidental bodily injury and/or death caused by the use and enjoyment of the Common Properties, as well as casualty coverage on all real and personal property owned by the Master Association, if and in such amounts as the Board shall deem appropriate.

**5.8 Community Security**. Declarant and the Association hope that the security gate and private streets concept will discourage undesired and unauthorized vehicular and pedestrian traffic within the Property and foster a higher degree of peace and tranquility. Although Declarant and the Association reasonably believe that the existence of a controlled access point may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Property, nevertheless, neither Declarant nor the Association warrant or guarantee that such acts will not be attempted or actually occur within the Property.

Each Owner, Member and resident of the Property expressly understands, covenants and agrees with Declarant and the Association as follows:

A. No Liability. Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner, Member and resident of the Property.

B. Maintain Insurance. Each Owner, Member and resident of the Property shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's, Member's and resident's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner, Member and resident covering his or her real and personal property.

C. Release of Claims. Each Owner, Member and resident of the Property releases Declarant and the Association and their respective agents, attorneys, employees, officers, Directors, and partners from any liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the Property.

**5.9 Private Streets.** The entry gates, streets, esplanades, and sidewalks within the Property are private and constitute a portion of the Common Properties which are subject to the jurisdiction of and administration by the Association. The Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms, and procedures governing use of the entry gates and streets, covering items such as (but not necessarily limited to):

A. identification and entry programs for Members, their respective immediate families, their guests, and vehicles owned or driven by any of them;

B. speed limits, designated parking areas, restricted parking areas, and no-parking areas;

C. signs and graphics to provide announcements to unauthorized persons concerning potential criminal trespass matters;

D. a "fines" system through which the Association can levy and collect fines from its Members and its Members' guests, invitees and contractors for violations of the applicable rules and regulations; and

E. disclaimers of liability for any and all matters or occurrences on or related to the Common Properties.

**5.10 Rules of the Board of Directors.** All Members, residents and their families and guests shall abide by any reasonable rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations, by all appropriate legal and equitable remedies.

**5.11 Indemnification.** THE MASTER ASSOCIATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE BY REASON OF THE FACT THAT HE IS OR WAS THE DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE MASTER ASSOCIATION AGAINST

EXPENSES, INCLUDING ATTORNEYS' FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING UNLESS IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT HE (1) ACTED IN BAD FAITH AND IN A MANNER HE REASONABLY BELIEVED NOT TO BE IN, OR OPPOSED TO, THE BEST INTERESTS OF THE MASTER ASSOCIATION, AND (2) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF NOLO CONTENDERE OR ITS EQUIVALENT, SHALL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE MASTER ASSOCIATION, AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS CONDUCT WAS UNLAWFUL. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS THE DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE MASTER ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS SUCH, WHETHER OR NOT THE MASTER ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE. ADDITIONALLY, THE MASTER ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND ITS PARTNERS, AGENTS AND EMPLOYEES AGAINST ANY EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS OR OTHER FEES AND COSTS OF COURT INCURRED BY ANY OF THEM IN CONNECTION WITH OR ARISING OUT OF (I) THE USE OF THE PRIVATE ROADWAYS WITHIN THE PROPERTY OR ANY OTHER PORTION OF THE COMMON PROPERTY BY ANY PARTY PRIOR TO ITS CONVEYANCE OR DEDICATION TO THE MASTER ASSOCIATION AND (II) ANY CLAIM RELATED TO THE DESIGN, MANNER OR TYPE OF CONSTRUCTION OR MAINTENANCE OF THE ROADWAYS OR OTHER IMPROVEMENTS ON OR WITHIN THE PROPERTY.

## ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

**6.1 Approval of Plans and Specifications.** No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefor shall have been submitted to and approved by the Architectural Review Committee in accordance herewith.

**6.2 Membership of Architectural Review Committee.** The Architectural Review Committee shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deems appropriate.

**6.3 Actions of the Architectural Review Committee.** The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on

behalf of the Architectural Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting, shall constitute an act of the Architectural Review Committee.

**6.4 Advisory Members.** The Voting Members may from time to time designate Advisory Members.

**6.5 Term.** Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

**6.6 Declarant's Rights of Appointment.** Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Review Committee. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Review Committee.

**6.7 Adoption of Rules.** The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, landscaping code and other similar codes as it may deem necessary and desirable.

**6.8 Design Guidelines.** The Architectural Review Committee hereby adopts the Design Guidelines, which may hereafter be amended from time to time, and shall supply said Design Guidelines to each Owner. All Improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. In the event of a conflict between the Design Guidelines and this Declaration (or any Supplemental Declaration) this Declaration shall control. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to any Owner.

**PRIOR TO ACQUIRING ANY INTEREST IN A LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL REVIEW COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION AND USE OF THE LOT.**

**THE DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN ANY SPECIFIC STANDARD, REQUIREMENT OR LIMITATION SET FORTH OR REFERRED TO IN THIS DECLARATION.**

**6.9 Review of Proposed Construction.** Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required, it

shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. In the event the Architectural Review Committee fails to approve or disapprove such Plans and Specifications within thirty (30) days after the submission of all information requested by the Architectural Review Committee, the Plans and Specifications shall be deemed approved without any further action required. The Architectural Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes of governmental regulatory authorities.

**6.10 Variances.** The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. Notwithstanding the foregoing, such variances shall not vary any local governmental ordinance unless a variance or special exception has been first granted by the respective local governmental authority.

**6.11 No Waiver of Future Approvals.** The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review 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 or consent by the same or a different person.

**6.12 Work in Progress.** The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

**6.13 Address.** Plans and Specifications shall be submitted to the Architectural Review Committee at the offices of Declarant on the Property, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

**6.14 Fees.** The Architectural Review Committee shall have the right to require a reasonable submission fee not to exceed \$100.00 for each set of Plans and Specifications submitted for its review.

**6.15 Certificate of Compliance.** Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or material thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Review Committee of the construction workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Lot.

## **ARTICLE VII**

### **FUNDS AND ASSESSMENTS**

#### **7.1 Assessments.**

A. Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property, except for any Lots owned by Declarant. No Assessment shall be due by Declarant for any Lots owned by Declarant, Future Lots, or any acreage owned or held by Declarant. The Common Properties shall not be subject to Assessments.

B. Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.

C. Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date. Such proration shall be calculated on a per diem basis.

**7.2 Maintenance Fund.** The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under this Master Declaration.

The funds of the Master Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration.

**7.3 Regular Annual Assessments.** Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Cordillera Ranch Restrictions and Cordillera Ranch Rules, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Cordillera Ranch Restrictions and Cordillera Ranch Rules, and a reasonable provision for contingencies, a reserve fund for road maintenance, and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Master Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association at the beginning of the fiscal year or during the fiscal year in either annual or semi-annual installments on or before the due date as set by the Board, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual Assessment per Lot for years 1997 and 1998 exceed the sum of \$600.00. Thereafter, with the majority approval of the Board, the regular annual Assessment permitted hereunder may be increased by up to ten percent (10%) per year.

For all annual Assessments accruing after January 1, 1998, the annual Assessment may be adjusted to the Maximum Allowable Increase by a majority vote of the Board and without the approval of the membership of the Association. The Maximum Allowable Increase is defined as the product of ten multiplied by the number of years since 1998, expressed as a percentage. Any increase in excess of the Maximum Allowable Increase shall require the approval of sixty-seven percent (67%) of the votes of each Class of Members of the Association who are voting by person or by proxy at a meeting duly called and held in accordance with the Articles and Bylaws of the Association.

**7.4 Special Assessments.** In addition to the regular annual Assessments provided for above, the Board, with the approval of sixty-seven percent (67%) of the votes of each Class of Members, may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Master Association under the Cordillera Ranch Restrictions and Cordillera Ranch Rules. The amount of any special Assessments shall be at the reasonable discretion of the Board and all such special Assessments shall be due and payable to the Association within thirty (30) days of the date of written notice of such special Assessment.

**7.5 Owner's Personal Obligation for Payment of Assessments.** The regular and special Assessments, and any fines and penalties provided for herein, shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, fine or penalty, the Owner of the Lot shall be obligated to pay interest on the

amount of the Assessment from the due date at a percentage rate of eighteen percent (18%) per annum, together with all costs and expenses of collection, including reasonable attorneys' fees.

**7.6 Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.5 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

A. All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;

B. All liens securing all amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and

C. All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Master Association is made a party to any court proceeding to enforce any of the above listed liens. The Master Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Master Association. To evidence the aforesaid assessment lien, the Master Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Kendall County, Texas; provided, however, no such written evidence shall be necessary for the creation or attachment of such lien. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Master Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property, as provided in the TEXAS PROPERTY CODE, subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Master Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Master Association. The Master Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Master Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

## ARTICLE VIII EASEMENTS

**8.1 Reserved Easements.** All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Master Declaration, are incorporated herein by reference and made a part of this Master Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property and other property in the Development. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for access, ingress and egress for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of fifteen (15) feet on each side of such Lot line. An easement over the Common Properties shown on any recorded plat is hereby retained by Declarant, its successors and assigns or designees, for the benefit of the Development. Declarant reserves the right to drill water wells on any portion of the Common Properties to provide for irrigation of the Common Properties or for use in connection with a community water system.

**8.2 Installation and Maintenance.** There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing, maintaining and extending all utilities, including, but not limited to, water, sewer, gas, cable, television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

**8.3 Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements or natural creeks as defined in this Master Declaration and shown on the plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement or natural creeks, except as approved in writing by the Architectural Review Committee.

**8.4 Surface Areas.** Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such improvements for

which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Master Association for any damage done by them or either of them or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

**8.5 Title to Easement and Appurtenances Not Conveyed.** Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Common Properties or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

**8.6 Greenbelt or Amenity Areas.** Each Owner shall have an easement of use and enjoyment in and to all Greenbelt or Amenity Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

A. The right of the Master Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Areas for any period, during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Master Association;

B. The right of the Master Association to dedicate or transfer all or any part of the Greenbelt or Amenity Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

C. The right of the Master Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws;

D. The right of the Master Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and

E. The right of the Master Association to contract for services with third parties on such terms as the Master Association may determine.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**9.1 Term.** This Master Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until January 1, 2017, unless amended as herein provided. After

January 1, 2017, this Master Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners, excluding Declarant, of at least seventy-five percent (75%) of the Lots within the Property then subject to this Master Declaration.

**9.2 Nonliability of Board and Architectural Review Committee Members.** Neither Declarant, the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Master Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of Declarant's, the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of Declarant, the Architectural Review Committee or its members or the Board or its members, as the case may be. Neither Declarant, the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

**9.3 Amendment.**

A. By Declarant. This Master Declaration or any Supplemental Declaration may be amended by Declarant acting alone without the necessity of notice to or the approval of the Master Association or any Members, to correct typographical and grammatical errors, and ambiguities.

B. By Owners. In addition to the method in Section 9.3A, this Declaration may be amended by the recording in the Official Records of Kendall County, Texas an instrument executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendment and certifying that such amendment has been approved by the Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.3 hereof.

**9.4 Notices.** Any notice permitted or required to be given by this Master Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Master Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Master Association.

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

**9.6 Mergers and Consolidations.** The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting

duly called for such purpose) of those Members entitled to cast not less than sixty-seven percent (67%) of the votes of the Association.

**9.7 Exemption of Declarant.** Notwithstanding any provision in this Master Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Review Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities to construct any and all other types of improvements anywhere within the Property, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by Declarant and the Common Properties.

**9.8 Assignment by Declarant.** Notwithstanding any provision in this Master Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Master Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

**9.9 Enforcement and Nonwaiver.**

A. Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Cordillera Ranch Restrictions and the Cordillera Ranch Rules. All claims, demands, disputes, differences, controversies and misunderstandings arising under, out of, in connection with or in relation to this Declaration shall be submitted to, and shall be determined by binding arbitration in accordance with, the provisions of the Texas Uniform Arbitration Act, V.T.C.A., Civ. Prac. & Rem. Code §§171.001 to 171.020.

B. Nonwaiver. The failure to enforce any provision of the Cordillera Ranch Restrictions and the Cordillera Ranch Rules at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

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

**9.10 Construction.**

A. Restrictions Severable. The provisions of the Cordillera Ranch Restrictions and the Cordillera Ranch Rules shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

**9.11 Disclaimer by Declarant. EXCEPT AS SPECIFICALLY STATED HEREIN, DECLARANT HAS NOT MADE, DOES NOT MAKE AND DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, GEOLOGY AND THE SUITABILITY THEREOF, AND OF THE PROPERTY, FOR ANY AND ALL ACTIVITIES AND USES WHICH OWNER MAY ELECT TO CONDUCT THEREON OR ANY IMPROVEMENTS ANY OWNER MAY ELECT TO CONSTRUCT THEREON, EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (II) THE MANNER OF CONSTRUCTION AND CONDITION OF ANY OF THE IMPROVEMENTS ON COMMON AREAS CONSTRUCTED BY DECLARANT; AND (III) THE DESIGNATION OR LOCATION OF GREENBELT OR COMMON AREAS OR THE TYPE OR NATURE OF ANY AMENITIES OR IMPROVEMENTS THAT COULD BE CONSTRUCTED THEREON OTHER THAN ANY AMENITIES OR IMPROVEMENTS SHOWN ON ANY RECORDED PLAT. DECLARANT SPECIFICALLY RETAINS THE RIGHT, BUT NOT THE OBLIGATION, TO USE OTHER PHASES OF THE DEVELOPMENT FOR COMMERCIAL USES, HIGHER DENSITY RESIDENTIAL USES, A GOLF COURSE, AN EQUESTRIAN CENTER AND/OR A COUNTRY CLUB. DECLARANT FURTHER RESERVES THE RIGHT TO DESIGNATE WHICH OWNERS HAVE THE RIGHT TO USE ANY AMENITIES OR IMPROVEMENTS CONSTRUCTED IN OTHER PHASES OF THE DEVELOPMENT.**

IN WITNESS WHEREOF, Declarant has executed this Master Declaration as of this the 24<sup>th</sup> day of FEBRUARY, 1997.

**CORDILLERA RANCH, LTD.,**  
a Texas limited partnership

By: Cordillera Development Corp.,  
a Texas corporation  
its General Partner

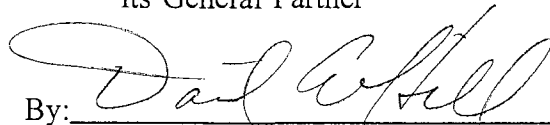
By:   
\_\_\_\_\_  
David A. Hill, President



EXHIBIT "A"

**EXHIBIT "A"**

Field notes for 4272.72 acres of land, more or less, out of various surveys in Kendall County, Texas, and being all of the tract of land conveyed to Carla Hull Northington by deed recorded in Vol. 267, p. 14 - Kendall County Official Records being 3687.5 acres of land, more or less, as depicted on plat of survey prepared by Edminster, Hinshaw & Assoc., Inc., 5051 Westheimer, Suite 1580, Houston, Texas 77027 signed, sealed and dated July 17, 1986, all of the tract of land conveyed to H.M. Northington, Jr., Trustee (being 24 acres of land, more or less) by deed recorded in Vol. 136, p. 1023 - Kendall County Deed Records and all of the tract of land conveyed to H.M. Northington, Jr., Trustee (being 1098 acres of land, more or less) recorded in Vol. 136, p. 1009 - Kendall County Deed Records SAVE & EXCEPT 536.78 acres of land, more or less, out of the above mentioned 1098 acre tract that was conveyed to Steve C. Lewis and A.J. Lewis, III by deed recorded in Vol. 409, p. 83 - Kendall County Official Records; said 4272.72 acres of land, more or less, being more particularly described as follows:

BEGINNING at a point on the southeasterly line of Kreutzberg Road for the most westerly northwest corner of this tract and of the above referenced Carla Hull Northington 3687.5 acre tract.

Thence along the northerly, easterly, southerly and westerly lines of said Carla Hull Northington tract as depicted on plat of survey prepared by the above mentioned Edminster, Hinshaw & Assoc., Inc.,

North 49° 23' 41" East, crossing Kreutzberg Road, 593.43 feet,

North 44° 37' 58" East, 1706.62 feet,

South 40° 34' 18" East, crossing back across Kreutzberg Road, 498.73 feet to a point on  
the southeasterly line of Kreutzberg Road and continuing along the southeasterly  
line of Kreutzberg Road,  
North 60° 18' 19" East, 1866.03 feet,  
North 59° 30' 04" East, 686.80 feet,  
North 59° 30' 05" East, 1542.05 feet,  
North 60° 02' 14" East, 1023.17 feet to a point for the most northerly northwest corner  
of this tract, and leaving Kreutzberg Road,  
South 68° 14' 27" East, 8733.33 feet,  
North 88° 55' West, 4000.00 feet,  
South 01° 00' East, 2450.00 feet,  
South 59° 35' East, 2400.00 feet,  
South 00° 13' 44" West, 300.00 feet,  
South 88° 27' 33" East, 2239.44 feet,  
South 89° 22' 42" East, 259.92 feet,  
South 89° 03' 09" East, 299.90 feet,  
North 89° 22' 31" East, 1533.24 feet,  
North 01° 19' 34" West, 221.29 feet,  
South 89° 49' 18" East, 516.91 feet,  
South 89° 54' 01" East, 568.23 feet,  
South 89° 57' 51" East, 560.87 feet,  
South 64° 38' 14" East, 49.68 feet for the most easterly northeast corner of this tract,  
South 30° 03' 04" East, 1353.13 feet,

South 00° 19' 57" West, 1077.18 feet,  
North 78° 12' 56" East, 168.34 feet,  
South 00° 18' 19" East, 2038.73 feet,  
South 87° 31' 20" West, 1016.38 feet,  
South 00° 31' 14" East, 3819.16 feet,  
South 88° 15' 56" East, 1016.93 feet,  
South 00° 52' 38" East, 1330.40 feet,  
South 18° 27' 23" West, 888.96 feet,  
South 01° 53' 36" East, 1047.56 feet,  
South 01° 28' 24" East, 786.80 feet to a point on the northwesterly line of State Highway  
No. 46 for the southeast corner of this tract, and continuing along the  
northwesterly line of State Highway No. 46,  
An arc length of 1411.75 feet along a curve to the right (having a radius of 2814.93 feet),  
and leaving State Highway No. 46,  
South 78° 09' 39" West, 72.57 feet,  
North 77° 26' 56" West, 463.62 feet,  
North 84° 22' 49" West, 442.68 feet,  
North 74° 18' 18" West, 313.37 feet,  
North 57° 36' 11" West, 524.45 feet,  
North 61° 20' 13" West, 568.51 feet,  
South 64° 55' 38" West, 615.43 feet,  
North 70° 06' 24" West, 59.13 feet,  
North 07° 53' 59" East, 2554.76 feet,

South 86° 37' 42" West, 776.55 feet,  
North 01° 12' 54" East, 1028.62 feet,  
North 89° 45' 33" West, 232.97 feet,  
South 89° 48' 41" West, 3561.33 feet,  
North 26° 01' 08" West, 1121.05 feet,  
North 29° 01' 54" West, 391.79 feet,  
North 14° 40' 46" West, 1955.75 feet,  
North 30° 50' 14" West, 152.81 feet,  
North 47° 03' 57" West, 662.46 feet,  
North 17° 28' 30" East, 277.20 feet,  
North 65° 26' 29" East, 235.89 feet,  
North 00° 03' 02" West, 3419.34 feet,  
South 89° 56' 53" West, 3560.14 feet,  
South 01° 51' 46" West, 391.63 feet, and  
South 89° 56' 53" West, at 2049.90 feet leaving said Carla Hull Northington tract, a total  
distance of approximately 2200 feet to the most easterly southeast corner of the  
above referenced Northington 1098 acre tract.

Thence continuing along the southerly line of said Northington 1098 acre tract,

South 82° 21' West, 59.40 feet,  
South 89° 32' West, 127.20 feet,  
South 81° 17' West, 19.25 feet,  
North 88° 57' West, 238.20 feet,  
South 85° 43' West, 194.30 feet,

South 87° 24' West, 94.45 feet,

North 84° 32' West, 40.70 feet,

North 89° 24' West, 308.60 feet,

South 89° 15' West, 256.45 feet,

South 86° 40' West, 67.55 feet,

South 89° 30' 30" West, 2232.25 feet,

South 82° 33' West, 35.55 feet,

North 88° 13' West, 288.75 feet, and

North 87° 41' West, approximately 90 feet to the most easterly southeast corner of the  
above referenced Lewis 536.78 foot tract.

Thence along the easterly, northerly and westerly lines of said Lewis 536.78 acre tract,

North 00° 00' 22" West, 597.33 feet,

North 00° 15' 56" West, 675.28 feet,

North 39° 40' 22" East, 387.11 feet,

North 86° 02' 08" East, 44.44 feet,

North 04° 29' 41" West, 34.01 feet,

North 65° 57' 52" West, 29.34 feet,

North 44° 06' 24" West, 36.82 feet,

North 34° 28' West, 296.26 feet,

North 54° 17' 54" East, 349.77 feet,

North 16° 41' 48" East, 250.72 feet,

North 07° 50' 02" West, 657.16 feet,

South 89° 51' 06" West, 5620.64 feet,

South 27° 14' 46" West, 116.95 feet,

South, 1232.46 feet, and

West, 788.95 feet to the southwest corner of the above referenced Northington 24 acre tract.

Thence along the westerly lines of said Northington 24 acre tract and 1098 acre tract,

North 00° 24' 30" East, 1028.10 feet,

North 00° 02' East, 224.75 feet,

North 00° 19' East, 439.65 feet,

North 00° 26' East, 751.65 feet, and

North 01° 25' West, 632.75 feet to a point on the southerly line of said Carla Hull Northington tract.

Thence along the southerly line of said Carla Hull Northington tract,

South 89° 10' 41" West, approximately 1400 feet to the PLACE OF BEGINNING.

HO962470190  
090396 v1 eja  
424:4177-33

EXHIBIT "B"



# M.W. CUDE ENGINEERS, L.L.C.

CIVIL ENGINEERS & SURVEYORS

MICHAEL W. CUDE, P.E., R.P.L.S.  
PRESIDENT

## Property Description of

556.47 acres of land, being approximately 184.75 acres out of the Robert H. Wynn Survey No. 242, Abstract No. 525, 69.72 acres out of the F.F. Schuchardt Survey No. 512, Abstract No. 455, 81.27 acres out of the S.A. & M.G. Co. Survey No. 710, Abstract No. 482, 216.29 acres out of the Wm. B. Lockhart Survey No. 108, Abstract No. 307, 1.56 acres out of the Clemente Garcia Survey No. 400, Abstract No. 206, 0.46 of an acre out of the C.C.S.D. & R.G.N.G. R.R. Co. Survey No. 133, Abstract No. 624, and 2.42 acres out of the Robert Hodge Survey No. 243, Abstract No. 250, in Kendall County, Texas and also being out of a 1307.7 acre tract (designated as Tract 6) of land as described by deed recorded in Volume 267, Pages 14-23, Official Records of Kendall County, Texas; said 556.47 acres of land being more particularly described as follows:

**Beginning:** At a ½" iron pin set on the curved North Right of Way line of State Highway No. 46 for the Southeast corner of the herein described tract and the Southeast corner of the said 1307.7 acre tract;

**Thence:** Along the North Right of Way line of State Highway No. 46 the following:

1294.78 feet along the arc of a curve concave to the North having a central angle of 26°21'16", a radius of 2814.93 feet and a chord bearing and distance of S63°13'08"W, 1283.40 feet to a found concrete monument for a point of non-tangency;

S76°23'16"W, 138.49 feet to a ½" iron pin set by a fence corner for the most Southerly Southwest corner of the herein described tract and of the said 1307.7 acre tract;

**Thence:** Along the Southwest and West line of the said 1307.7 acre tract and the general course of a fence line, the following;

N77°51'48"W, 444.20 feet to a found ½" iron pin;

N85°02'55"W, 428.76 feet to a found ½" iron pin;

N74°18'26"W, 298.98 feet to a found ½" iron pin;

N57°00'19"W, 223.32 feet to a found ½" iron pin;

N57°16'03"W, 279.53 feet to a found ½" iron pin;

N45°22'51"W, 102.63 feet to a found ½" iron pin;

N46°16'01"W, 575.59 feet to a found ½" iron pin;

N83°41'54"W, 226.64 feet to a found ½" iron pin;  
S80°43'35"W, 116.62 feet to a found ½" iron pin;  
S71°28'43"W, 284.41 feet to a found ½" iron pin;  
N52°26'15"W, 57.77 feet to a found ½" iron pin;  
N07°59'26"E, 624.83 feet to a found ½" iron pin;  
N07°40'58"E, 1588.75 feet to a ½" iron pin found by a fence corner;

Thence: Along the general course of a fence line, leaving the West line of the said 1307.7 acre tract, the following:

N86°38'43"E, 379.57 feet to a set ½" iron pin;  
N85°51'51"E, 297.08 feet to a set ½" iron pin;  
N87°25'45"E, 298.74 feet to a found ½" iron pin;  
N63°33'36"E, 410.20 feet to a set ½" iron pin;  
N03°53'28"E, 117.09 feet to a set ½" iron pin;  
N00°14'40"E, 137.86 feet to a set ½" iron pin;  
N09°46'16"W, 147.60 feet to a set ½" iron pin;  
N15°14'24"E, 110.87 feet to a set ½" iron pin;  
N07°53'22"W, 530.20 feet to a set ½" iron pin;  
N22°20'25"E, 256.82 feet to a found ½" iron pin at end of fence;

Thence: N01°32'03"E, 124.68 feet to a set ½" iron pin on the arc of a curve;

Thence: 213.97 feet along the arc of a curve concave to the Northeast having a central angle of 50°39'37", a radius of 242.00 feet and a chord bearing and distance of N45°24'23"W, 207.07 feet to a set ½" iron pin for a point of non-tangency;

Thence: N60°42'46"W, 230.15 feet to a ½" iron pin set by a fence post;

Thence: Along the general course of a fence line, the following:

N85°57'11"W, 171.52 feet to a set ½" iron pin;

S63°57'14"W, 501.64 feet to a set ½" iron pin;

N74°39'35"W, 1475.94 feet to a ½" iron pin found by a fence corner, said iron pin being in the West line of the aforesaid 1307.7 acre tract;

Thence: Leaving said fence line, N53°35'05"E, 1629.56 feet to a set ½" iron pin;

Thence: N28°40'11"W, 102.48 feet to a set ½" iron pin;

Thence: N29°27'12"W, 232.98 feet to a set ½" iron pin;

Thence: Along the Northwest and West line of the herein described tract, the following;

N57°52'49"E, 551.52 feet to a set ½" iron pin;

N40°48'32"E, 100.00 feet to a set ½" iron pin;

N14°48'33"E, 753.12 feet to a set ½" iron pin;

N27°04'15"E, 547.87 feet to a set ½" iron pin;

N11°47'33"E, 604.09 feet to a set ½" iron pin, the Northwest corner of the herein described tract;

Thence: S84°30'07"E, 1616.60 feet to a set ½" iron pin;

Thence: N00°37'00"W, 30.17 feet to a set ½" iron pin;

Thence: S84°30'07"E, 40.23 feet to a ½" iron pin found by a fence corner, the Northeast corner of the herein described tract, said iron pin being the occupational Northeast corner of the Wm. B. Lockhart Survey No. 108;

Thence: Along the East line of the aforesaid 1307.7 acre tract, the East line of the herein described tract, and the general course of a fence line, the following;

S00°37'00"E, 949.93 feet to a set ½" iron pin;

S00°41'46"E, 670.88 feet to a set ½" iron pin;

S00°24'11"E, 275.24 feet to a set ½" iron pin;

S00°25'32"E, 1076.29 feet to a set ½" iron pin;

556.47 Acres  
Page 4

S00°24'37"E, 821.07 feet to a ½" iron pin found by a fence corner, said iron pin being the occupational Southeast corner of the Wm. B. Lockhart Survey No. 108;

Thence: Along the general course of a fence line, the following;

N89°59'06"E, 613.29 feet to a set ½" iron pin;

N89°59'47"E, 403.49 feet to a set ½" iron pin, the occupational Northeast corner of the S.A. & M.G. R.R. Co. Survey No. 710;

Thence: Along the East line of the 1307.7 acre tract, the East line of the herein described tract, and the general course of a fence line, the following;

S00°34'44"E, 806.70 feet to a set ½" iron pin;

S00°10'37"E, 547.23 feet to a set ½" iron pin;

S18°32'01"W, 293.75 feet to a set ½" iron pin;

S18°37'31"W, 609.81 feet to a set ½" iron pin;

S01°31'09"E, 910.34 feet to a set ½" iron pin;

S01°05'01"E, at 954.5 feet and fence, a total distance of 956.35 feet to the POINT OF BEGINNING, containing 556.47 acres of land;

NOTE: Bearings used in this description are referenced to the West line (Bearing N07°47'E, in the Southwest corner) of the 1307.7 acre tract as recorded in Volume 267, Pages 14-23, Official records of Kendall County, Texas.

Reference is made to Survey Plat dated February 7, 1997, accompanying these field notes.

Revised February 19, 1997  
February 7, 1997  
Job No. 141702  
WAS/mmm



*Wayne A. Seewald*

Filed for Record in:

KENDALL COUNTY, TEXAS  
Darlene Herrin  
County Clerk

On: Feb 24, 1997 at 10:22A

Document Number: 0115243  
Total Fees : 95.00

Receipt Number - 706  
By Deputy: Paula Pfeiffer

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

*KCAC*

STATE OF TEXAS  
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Records of Kendall County, Texas on:

FEB 26 1997



*Darlene Herrin*  
County Clerk  
Kendall County, Texas

By: Asm  
Deputy

**FIRST AMENDMENT TO CORDILLERA RANCH MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF KENDALL         §

This AMENDMENT TO CORDILLERA RANCH MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is executed to be effective as of the 31<sup>st</sup> day of August, 1998 by CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association").

A. The Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") was executed on February 24, 1997 by Cordillera Ranch, Ltd., a Texas limited partnership, and filed for record that same day in Volume 507, Page 538, et seq., of the Official Public Records of Kendall County, Texas, as Document No. 0115243; and

B. The Master Declaration was supplemented pursuant to (i) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 1 of the Cordillera Ranch filed for record in Volume 513, Page 635, et seq., of the Official Public Records of Kendall County, Texas; (ii) that certain Supplemental Declaration to Cordillera Ranch Declaration of Covenants, Conditions and Restrictions for Unit 2 of the Cordillera Ranch filed for record in Volume 513, Page 650, et seq., and refiled in Volume 514, Page 179, et seq. of the Official Public Records of Kendall County, Texas; (iii) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 3 of the Cordillera Ranch filed for record in Volume 520, Page 570, et seq.; (iv) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 4 of the Cordillera Ranch filed for record in Volume 526, Page 309, et seq.; (v) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 5 of the Cordillera Ranch filed for record in Volume 539, Page 719, et seq.; (vi) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 6 of the Cordillera Ranch filed for record in Volume 545, Page 1, et seq.; (vii) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 7A of the Cordillera Ranch filed for record in Volume 553, Page 741, et seq.; (viii) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 7B of the Cordillera Ranch filed for record in Volume 562, Page 833, et seq.; (ix) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Unit 8 of the Cordillera Ranch filed for record in Volume 562, Page 852, et seq. Of the Official Records of Kendall County, Texas; and

C. The Master Declaration authorizes the Association to amend the Master Declaration upon the approval of Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.3 of the Master Declaration; and

D. The Association, having obtained the necessary approval, now desires to amend the Master Declaration pursuant to the terms hereof.

NOW, THEREFORE, the Master Declaration is hereby amended as follows:

1. Definitions. Any capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning assigned thereto in the Master Declaration.

2. Ad Valorem Tax Matters. The Members, in their capacity as both Members and as Owners, hereby irrevocably constitute and appoint the Association, or any agent chosen by the Association acting on the Associations's behalf, as their true and lawful attorney-in-fact with full power and authority in their name, place and stead, to represent the Owners and the Members of the Association before all taxing authorities with jurisdiction over the Property (or any part thereof or Lot therein) including, without limitation, the county appraisal district and appraisal review board, in connection with the qualification of the Property (or any portion thereof or Lot therein) for agricultural-use or qualified open-space land (as such terms are defined in Section 23.51 of the Texas Tax Code [as amended, from time, the "Tax Code"]) in connection with the Wildlife Management Plan (hereinafter referred to) to be adopted by the Association and implemented by each Owner and all matters relating thereto. Accordingly, each Owner hereby consents and agrees that the Association may represent his or her Lot, or Lots, within the Property before the county appraisal district, the appraisal review board, and the courts of the State of Texas on any question relating to qualification for agricultural-use or qualified open-space land appraisal for ad valorem tax purposes. In such connection, the Association (or designated agent thereof) shall have the full power and authority in the name, place and stead of the Members as Owners to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices, such documents as may be necessary or appropriate to obtain such qualifications of the Property (and each Lot therein). The appointment by the Association (and its designated agent on its behalf) as provided herein shall be deemed to be a power coupled with an interest, and shall survive the bankruptcy, death or incompetence of any Member or Owner hereby giving such power and the transfer, assignment or conveyance of any interest of any such Member or Owner in any Lot.

The Association may, on behalf of and in the name, place and stead of all or any one of the Members, file and prosecute a lawsuit against the county appraisal district or appraisal review board (or their successor entities) for purposes of establishing qualification of the Property (or any portion thereof or any Lot therein) for agricultural-use or qualified open-space land appraisal for ad valorem tax purposes or to contest the designation of the Property (or any portion thereof or Lot therein) for ad valorem tax purposes. Any lawsuit filed by the Association against the county appraisal district or appraisal review board prior to the execution of this Amendment for such purposes described in the sentence immediately above is hereby fully ratified and affirmed by the Members.

In such connection, the Association shall have the right, on behalf of the Members, to expend such funds as the Association may deem necessary and appropriate to prosecute any such lawsuit including, without limitation, incur all expenses necessary to hire attorneys, accountants, appraisers, tax consultants, and other third party professionals that the Association deems necessary to pursue and prosecute a lawsuit for such purposes. Further, the Association, on behalf of the Members, shall have the full power and authority to settle such matter in such manner as the Association deems appropriate in its sole discretion.

Nothing herein shall be construed to obligate the Association to deal, on behalf of the Members, or any Owner, with respect to any questions of valuation of any of the Lots (or any improvements thereon) including, without limitation, any aspect of the market or appraised value

of the Property for ad valorem tax purposes. The sole responsibility for the valuation of any Lot (or any improvements thereon) for ad valorem tax purposes shall remain with each individual Member or Owner; provided, however, in no event shall any such Member or Owner take or omit to take any action in connection with his or her individual Lot that would be inconsistent with or detrimental to the actions to be taken by the Association on behalf of all Members with respect to the attempt by the Association to obtain the appropriate agricultural-use or qualified open-space land designation for the Lots.

In no event does the Association warrant or guarantee the results of its efforts on behalf of the Members with respect to the subject matter hereof or the outcome of the attempt by the Association to obtain agricultural-use or qualified open-space land designation for the Property (or any portion thereof or any Lot therein).

3. Wildlife Management Plan. The Members hereby approve the Association's adoption and implementation of a plan for the management of wildlife within the Property and upon each Lot within the Property (hereinafter referred to as the "Wildlife Management Plan"). In accordance with applicable law, such plan shall mean actively using each Lot in at least three or more of the following ways to propagate a sustaining breeding, migrating, or wintering population of indigenous wild animals for human use, including food, medicine, or recreation:

- (a) habitat control;
- (b) erosion control;
- (c) predator control;
- (d) providing supplemental supplies of water;
- (e) providing supplemental supplies of food;
- (f) providing shelter; and
- (g) making of census counts to determine population.

To the extent that there is any change in the law which modifies the meaning of a "wildlife management plan" as applicable to the Property (or any portion thereof or Lot therein), then the Association, at its election (on behalf of all Lot Owners together and the Members, but not any Lot Owner or Member acting alone) is authorized to adopt and implement such "wildlife management plan" as so modified and thereafter the Wildlife Management Plan as referred to herein shall be deemed to mean such Plan, as so modified by law and adopted and implemented by the Association, which Plan as so modified, adopted and implemented shall be complied with by all Owners as herein provided.

In such connection, the Wildlife Management Plan as devised, from time to time, and adopted by the Association shall constitute a part of the Cordillera Ranch Rules pursuant to which

each Owner of a Lot shall fully and faithfully comply with the Wildlife Management Plan. Accordingly, each Owner shall follow all guidelines established by such Wildlife Management Plan for use of and activities on all portions of his or her Lot outside that portion, not to exceed one acre, that is being used for residential purposes. An Owner may not use his or her Lot in any manner that is inconsistent or incompatible with the Wildlife Management Plan.

4. Entry to Implement Wildlife Management Plan. An authorized agent of the Association may enter any Lot after twenty-four (24) hours written notice, or sooner in the event of an emergency, for the purpose of surveying wildlife or any other activity that is reasonably necessary to implement or maintain the Association's Wildlife Management Plan and to verify each Owner's compliance therewith. The right of entry granted herein shall constitute an easement running with each Lot in favor of the Association for such purposes.

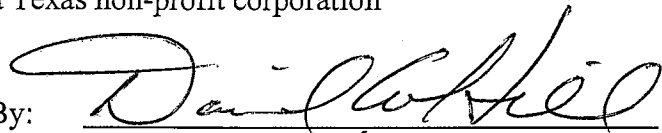
5. Certification. In accordance with Section 9.3B of the Master Declaration, the undersigned President and Secretary of the Association hereby certify that this Amendment has been approved by the Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.3 of the Master Declaration.

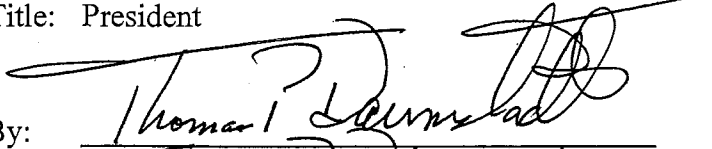
6. Conflict. If any of the terms of this Amendment and the Master Declaration conflict, the terms of this Amendment shall control.

7. Enforceability. The Master Declaration, as amended hereby, remains in full force and effect, enforceable in accordance with the terms thereof.

EXECUTED to be effective as of the date first above written.

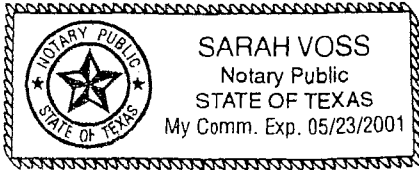
CORDILLERA RANCH PROPERTY OWNERS  
ASSOCIATION, INC.,  
a Texas non-profit corporation

By:   
Name: DAVID A. HILL  
Title: President

By:   
Name: THOMAS P. DARMSTADTER  
Title: Secretary

THE STATE OF TEXAS §  
§  
COUNTY OF ANGELINA §

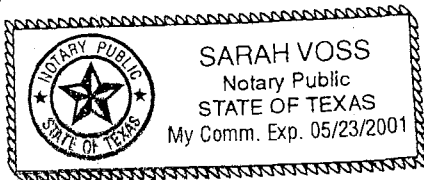
The foregoing instrument was ACKNOWLEDGED on the 31st day of August, 1998, by David A. Hill, President of CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



Sarah Voss  
Notary Public in and for The State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF ANGELINA §

The foregoing instrument was ACKNOWLEDGED on the 31st day of August, 1998, by Thomas P. Darmstadter, Secretary of CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



Sarah Voss  
Notary Public in and for The State of Texas

::ODMA\PCDOCS\HOUSTON\_1\31350812  
0831998 lfd  
264:17394-1

STATE OF TEXAS  
COUNTY OF KENDALL

I hereby certify that this instrument was **FILED** in File Number Sequence on the date and at the time stamped hereon by me; and was duly **RECORDED**, in the Official Records of Kendall County, Texas on:

Filed for Record in:

Kendall County  
Darlene Herrin  
County Clerk

On: Sep 30, 1998 at 02:49P

Document Number: 0128894  
Total Fees : 17.00

Receipt Number - 12171  
By Deputy: Paula Pfeiffer

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

KCAC

OCT 01 1998



Darlene Herrin  
County Clerk  
Kendall County, Texas

By: ASM  
Deputy

**SECOND AMENDMENT TO CORDILLERA RANCH  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF KENDALL       §

This Second Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions ("Amendment") is made this 30<sup>th</sup> day of October, 2000, by Cordillera Ranch Property Owners Association, Inc., a Texas non-profit corporation (the "Association") and Cordillera Ranch, Ltd., a Texas limited partnership ("Declarant").

**RECITALS**

That certain Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions, executed on February 24, 1997, recorded in Volume 507, Page 538, et.seq., of the Official Records of Kendall County, Texas, as Document No. 0115243, amended by that certain Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions, executed to be effective August 31, 1998, recorded in Volume 572, Page 524, et.seq., of the Official Records of Kendall County, Texas, as Document No. 0128894 (as amended, the "Master Declaration"), which Master Declaration is hereby incorporated by reference herein and made a part hereof for all purposes, subjects the "Property," as more particularly defined in the Master Declaration, to certain covenants, conditions and restrictions.

The Master Declaration authorizes the Association to amend the Master Declaration upon the approval of Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.3 of the Master Declaration.

Declarant, subject to the terms of this Amendment, has offered to subject its Lots (as such term is defined in the Master Declaration) to assessment by the Association, with full credit towards any assessments due from Declarant being offset by moneys already funded or hereafter funded by Declarant to or for the benefit of the Association.

In contemplation of the possibility of the merger of the Association with Cordillera/KWW Ranch Property Owners Association, Inc., the Association has determined that revision of the definitions of certain terms will be necessary upon the occurrence of the merger, should the merger occur.

NOW THEREFORE, the Master Declaration is hereby amended as follows:

1. Assessments on Declarant's Lots. From and after the date of this Amendment, Lots owned by Declarant shall be subject to assessment in accordance with Section 7.3 of the Master Declaration on the same basis as Lots owned by other Owners.

2. Credit against Assessments for Moneys Advanced. The Association acknowledges that Declarant has, prior to the date of this Amendment, advanced certain moneys to or for the benefit of the Association. Those moneys, and any moneys advanced by Declarant to or for the benefit of the Association subsequent to the date of this Amendment, may, at Declarant's option, be credited against the amounts assessed against Declarant's Lots such that any assessments due and payable by Declarant shall be offset by those amounts already paid by Declarant to or on behalf of the Association, and Declarant will be obligated to pay only the balance of such assessments after such offset, if any.

3. Definitions. In anticipation of the merger of Cordillera/KWW Ranch Property Owners Association, Inc. with the Association and the administration of Cordillera/KWW Ranch (hereinafter defined) under the scheme of the Master Declaration as amended hereby, the Association hereby declares that, should such a merger occur, immediately upon the occurrence of such merger the following definitions shall be amended as follows:

A. Development. In addition to the land described in the Master Declaration, the term "Development" shall include all that land commonly known as the Cordillera/KWW Ranch, more particularly described in Exhibit "A" of that certain Memorandum of Option Contract, dated effective December 21, 1999, filed of record in Volume 624, Pages 839-865 of the Official Public Records of Kendall County, Texas ("Cordillera/KWW Ranch").

B. Property. The term "Property" shall mean all that property described in Section 1.23 of the Master Declaration (including, without limitation, all land that has been incorporated under the terms of the Master Declaration) and all that property described in Section 1.23 of the Cordillera/KWW Ranch Master Declaration of Covenants, Conditions and Restrictions (the "Cordillera/KWW Declaration") executed on June 9, 2000, filed of record in Volume 640, Page 413, as Document Number 0143765, of the Official Public Records of Kendall County, Texas, (including, without limitation, all land that has been incorporated under the terms of the Cordillera/KWW Declaration) and any additional real property that may be hereafter incorporated under the terms of the Master Declaration as amended hereby.

4. Controlling Document. In the event of any conflict between the terms of this Amendment and the terms of the Master Declaration, the terms of this Amendment shall control. To the extent the Master Declaration does not conflict with the terms of this Amendment, the Master Declaration is hereby ratified by the Association.

5. Declarant. The "Declarant" for purposes of the Master Declaration is Cordillera Ranch, Ltd., a Texas limited partnership. Cordillera Ranch, Ltd. is and, following the merger between Cordillera/KWW Ranch Property Owners Association, Inc. and the Association, should such merger occur, shall continue to be the "Declarant," an "Owner," and a "Class B Member" as those terms are described in the Master Declaration; however, following such merger, should such merger occur, (i) both Cordillera Ranch, Ltd. and CR/KWW Partnership, Ltd. shall be "Class B Members" as defined in the Master Declaration, and (ii) Cordillera Ranch, Ltd. may assign certain of its rights as "Declarant" under the Master Declaration, as amended hereby, to CR/KWW Partnership, Ltd. as such rights relate to the land within Cordillera/KWW Ranch.

6. Terms. Any capitalized term not defined in this Amendment shall have the meaning assigned to such term in the Master Declaration.

7. Certification. The President and Secretary of the Association, by their signatures below, certify that the foregoing provisions have been approved by those Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.3 of the Master Declaration.

8. Consent. Declarant executes this Amendment to evidence its consent to, and agreement to be bound by, the terms of this Amendment.

Executed to be effective as of the date first above written.

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

By: David A. Hill  
David A. Hill, President

By: Thomas P. Darmstadter  
Thomas P. Darmstadter, Secretary

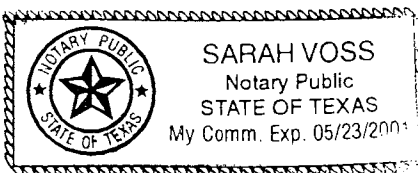
CORDILLERA RANCH, LTD.,  
a Texas limited partnership

By: Cordillera Development Corp.,  
a Texas corporation,  
its General Partner

By: David A. Hill  
David A. Hill, President

THE STATE OF TEXAS §  
§  
COUNTY OF Angelina §

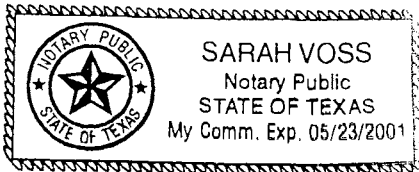
The foregoing instrument was ACKNOWLEDGED on the 31 day of October, 2000, by David A. Hill, President of CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



Sarah Voss  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF Angelina §

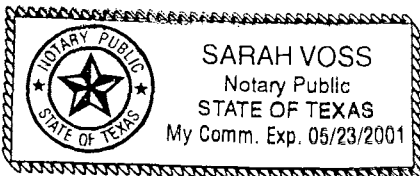
The foregoing instrument was ACKNOWLEDGED on the 31<sup>st</sup> of October, 2000, by Thomas P. Darmstadter, Secretary of CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



Sarah Voss  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF Angelina §

The foregoing instrument was ACKNOWLEDGED on the 31<sup>st</sup> of October, 2000, by David A. Hill, President of CORDILLERA DEVELOPMENT CORP., a Texas corporation and the general partner of CORDILLERA RANCH, LTD., a Texas limited partnership, on behalf of said limited partnership.



Sarah Voss  
Notary Public in and for the State of Texas

::ODMA\PCDOCS\HOUSTON\_1462463\2  
1115: 17394-1

Return to: Kendall County Abstract

ARTICLES OF MERGER  
OF  
CORDILLERA/KWW RANCH PROPERTY OWNERS ASSOCIATION, INC. (TX)  
INTO  
CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC. (TX)

Pursuant to the provisions of Article 5.04 of the Texas Non-Profit Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

ARTICLE I

The following Plan of Merger ("Plan") was approved by the members of Cordillera/KWW Ranch Property Owners Association, Inc., and by the members of Cordillera Ranch Property Owners Association, Inc. in the manner prescribed by the Texas Non-Profit Corporation Act:

PLAN OF MERGER

A. Cordillera/KWW Ranch Property Owners Association, Inc, a Texas Non-Profit Corporation (the "Merged Corporation") shall be merged with and into Cordillera Ranch Property Owners Association, Inc., a Texas Non-Profit Corporation (the "Surviving Corporation"), which shall be the surviving entity and will continue to exist and be governed by the laws of the State of Texas.

B. When this Plan shall become effective, the separate existence of the Merged Corporation shall cease and the Surviving Corporation shall succeed without other transfer to all the rights and property of the Merged Corporation.

C. The Surviving Corporation will carry on business with both its own assets and the assets of the Merged Corporation.

D. Each Class A member of the Merged Corporation will be a Class A member of the Surviving Corporation and will have the same number of votes in the Surviving Corporation as such member had been entitled to vote in the Merged Corporation. Each Class B member of the Merged Corporation will be a Class B member of the Surviving Corporation and will have the same number of votes in the Surviving Corporation as such member had been entitled to vote in the Merged Corporation. Each Class A and Class B member of the Surviving Corporation will retain the classification and the number of votes to which it is currently entitled.

E. The present directors and officers of the Surviving Corporation shall continue to serve until their respective successors are elected and qualified.

F. The Articles of Incorporation and Bylaws of the Surviving Corporation shall continue in full force and effect until altered, amended or repealed or as provided by law.

G. The property subject to the Cordillera/KWW Ranch Master Declaration of Covenants, Conditions and Restrictions recorded in Volume 640, Page 413, as Document Number 0143765, on June 9, 2000, (the "Cordillera/KWW Declaration"), shall hereafter be governed by the provisions of the Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions ("Cordillera Declaration") recorded on February 24, 1997 in Volume 507, Page 538 of the Official Real Property Records of Kendall County, Texas, under document number 0115243, as amended by First Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded on August 31, 1998, in Volume 572, Page 524 of the Official Real Property Records of Kendall County, Texas, under document number 0128894, as amended by Second Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded on November 13, 2000 in Volume 657 Page 94 of the Real Property Records of Kendall County, Texas, and as same may be supplemented or amended from time to time (the "Cordillera Declaration") and the Cordillera/KWW Declaration shall be replaced by the Cordillera Declaration. The Supplemental Declaration to Cordillera/KWW Ranch Master Declaration of Covenants, Conditions and Restrictions, Unit 101, recorded in Volume 640, Page 446, as Document Number 0143766, on June 9, 2000, in the Real Property Records of Kendall County, Texas, the Supplemental Declaration to Cordillera/KWW Ranch Master Declaration of Covenants, Conditions and Restrictions, Unit 102, recorded in Volume 648, Page 84, as Document Number 0145483, on August 18, 2000, in the Real Property Records of Kendall County, Texas and the Supplemental Declaration to Cordillera/KWW Ranch Master Declaration of Covenants, Conditions and Restrictions, Unit 103, dated October 23, 2000, recorded in Volume 654, Page 957 of the Official Real Property Records of Kendall County, Texas and the Supplemental Declaration to Cordillera/KWW Ranch Master Declaration of Covenants, Conditions and Restrictions, Unit 102-A dated January 23, 2001, recorded in Volume 663 Page 1071 of the Official Real Property Records of Kendall County, Texas (collectively, the "Supplemental Declarations") will remain in effect and will be construed in a manner consistent with the Cordillera Declaration insofar as is possible without diminishing the full effect of the Supplemental Declaration.

H. The effective date of this merger shall be the date when the Secretary of State of Texas shall have issued a Certificate of Merger.

ARTICLE II

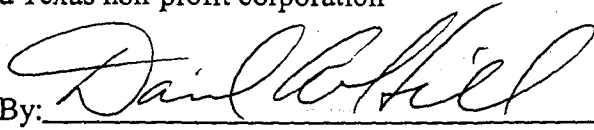
The Plan was approved by Cordillera/KWW Ranch Property Owners Association, Inc. (TX) at a Special Meeting dated May 3, 2001, at which a quorum was present and the Plan received at least two-thirds of the vote which members present at the meeting in person and by proxy were entitled to vote.

ARTICLE III

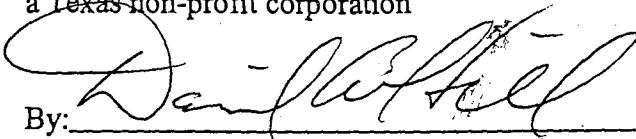
The Plan was approved by Cordillera Ranch Property Owners Association, Inc. (TX) at a Special Meeting dated May 3, 2001, at which a quorum was present and the Plan received at least two-thirds of the vote which members present at the meeting in person and by proxy were entitled to vote.

DATED: May 3, 2001

CORDILLERA/KWW RANCH PROPERTY OWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation

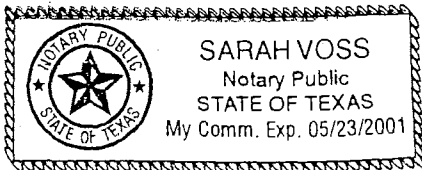
By:   
David A. Hill, President

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

By:   
David A. Hill, President

STATE OF TEXAS           §  
  §  
COUNTY OF KENDALL   §

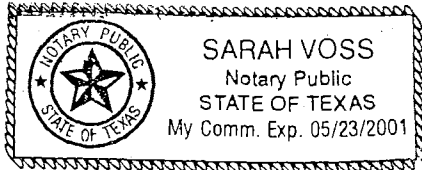
I, Sarah Voss, a Notary Public, do hereby certify that on this 3rd day of May, 2001, personally appeared before me David A. Hill, who being by me first duly sworn, declared that he is the President of CORDILLERA/KWW RANCH PROPERTY OWNERS ASSOCIATION, INC., that he signed the foregoing document as such officer of the corporation and that the statements therein contained are true.



Sarah Voss  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF KENDALL   §

I, Sarah Voss, a Notary Public, do hereby certify that on this 3rd day of May, 2001, personally appeared before me David A. Hill, who being by me first duly sworn, declared that he is the President of CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., that he signed the foregoing document as such officer of the corporation and that the statements therein contained are true.



Sarah Voss  
Notary Public, State of Texas

HOUSTON\_1462462/2  
10/30/2000 - 4177-43

*sig was* Filed for Record in:

Kendall County  
Darlene Herrin  
County Clerk

On: May 18, 2001 at 03:48PM

Document Number: 0151812  
Total Fees : 13.00

Receipt Number - 33891  
By Deputy: Donna Stewart

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.



AFTER RECORDING RETURN TO:

ROBERT D. BURTON  
WINSTEAD PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
EMAIL: [RBURTON@WINSTEAD.COM](mailto:RBURTON@WINSTEAD.COM)

**THIRD AMENDMENT TO**  
**CORDILLERA RANCH MASTER**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

*Kendall County, Texas*

Cross reference to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded under Volume 507, Page 538, Official Public Records of Kendall County, Texas, as amended by that certain First Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded under Volume 572, Page 524, Official Public Records of Kendall County, Texas, and as further amended by that certain Second Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded under Volume 657, Page 94, Official Public Records of Kendall County, Texas.

THIRD AMENDMENT TO  
CORDILLERA RANCH MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Third Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made by CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") and CORDILLERA RANCH, LTD., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded under Volume 507, Page 538, Official Public Records of Kendall County, Texas, as amended by that certain First Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded under Volume 572, Page 524, Official Public Records of Kendall County, Texas, and as further amended by that certain Second Amendment to Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions recorded under Volume 657, Page 94, Official Public Records of Kendall County, Texas (the "Master Declaration").

B. Pursuant to *Section 9.3(B)* of the Master Declaration, the Master Declaration may be amended by an instrument executed and acknowledged by the President and the Secretary of the Master Association certifying that such amendment has been approved by Members entitled to cast sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to *Section 5.3* of the Master Declaration.

C. Declarant is the holder of at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to *Section 5.3* of the Master Declaration and has executed this Amendment to evidence Declarant's approval. In addition, this Amendment is executed by the President and Secretary of the Master Association certifying that this Amendment has been approved by Members entitled to cast sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to *Section 5.3* of the Master Declaration.

NOW THEREFORE, the Master Declaration is hereby amended as follows:

1. Article II(A) *Article II(A)* is hereby added to the Master Declaration in its entirety as follows:

ARTICLE II(A)  
WITHDRAWAL OF LAND FROM PROPERTY

Declarant may, at any time and from time to time, remove or withdraw from the Property, including the Development, and remove and exclude from the burden of this Master Declaration and the jurisdiction of the Master Association any portion of the Property or Development. Upon any such withdrawal and removal, this Master Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property or Development withdrawn. To withdraw lands from the Property or Development hereunder, Declarant will be required only to record a Supplemental Declaration in the Official Public Records of Kendall County, Texas, containing the following provisions:

- (a) A reference to this Master Declaration, which reference will state the document number or volume and page number wherein this Master Declaration is recorded in the Official Public Records of Kendall County, Texas;
- (b) A statement that the provisions of this Master Declaration will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

2. **Section 7.3 Regular Annual Assessments.** The last paragraph of *Section 7.3* of the Master Declaration is hereby amended in its entirety to state as follows:

For all annual Assessments accruing after January 1, 1998, the annual Assessment may be adjusted to the Maximum Allowable Increase by a majority vote of the Board and without the approval of the membership of the Association. The Maximum Allowable Increase is defined as the product of ten multiplied by the number of years since 1998, expressed as a percentage. Any increase in excess of the Maximum Allowable Increase shall require the approval of the Members entitled to cast at least sixty-seven percent (67%) of the number of all votes entitled to be cast pursuant to Section 5.3 hereof.

3. **Section 7.4 Special Assessments.** *Section 7.4* of the Master Declaration is hereby amended in its entirety to state as follows:

**7.4 Special Assessments.** In addition to the regular annual Assessments provided for above, the Board, with the approval of the Members entitled to cast at least sixty-seven percent (67%) of the number of all votes entitled to be cast pursuant to Section 5.3 hereof, may levy special Assessments whenever, in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Master Association under the Cordillera Ranch Restrictions and the Cordillera Ranch Rules. The amount of any special Assessments shall be at the reasonable discretion of the Board and all such special Assessments shall be due and payable to the Association

within thirty (30) days of the date of the date of written notice of such special Assessment.

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

EXECUTED to be effective on the date this instrument is recorded in the Official Public Records of Kendall County, Texas.

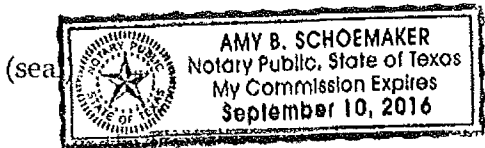
ASSOCIATION:

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

By: David A. Hill  
Printed Name: David A. Hill  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Kendall       §

This instrument was acknowledged before me on this 7 day of March, 2013, by David A. Hill, President of the Cordillera Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



Amy B. Schoemaker  
Notary Public, State of Texas

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

By: [Signature]  
Printed Name: Amy B Schoemaker  
Title: Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF Kendall       §

This instrument was acknowledged before me on this 7<sup>th</sup> day of March, 2013,  
by Amy B Schoemaker Secretary of the Cordillera Ranch Property Owners  
Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[Signature]  
Notary Public, State of Texas



DECLARANT:

CORDILLERA RANCH, LTD., a Texas limited  
partnership

By: Cordillera Ranch Development Corp., a  
Texas corporation, its General Partner  
By: [Signature]  
Printed Name: David A. Hill  
Title: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Kendall       §

This instrument was acknowledged before me on this 7<sup>th</sup> day of March, 2013, by  
David A. Hill President of Cordillera Ranch Development Corp., a  
Texas corporation, General Partner of Cordillera Ranch, Ltd., a Texas limited partnership, on  
behalf of said corporation and limited partnership.

[Signature]  
Notary Public, State of Texas



Doc # 00273522  
Vol 1356 Pg 510

Filed & Recorded in:

KENDALL COUNTY  
DARLENE HERRIN  
COUNTY CLERK

03/13/2013 2:01PM

Document Number: 00273522  
Total Fees : \$27.00

Receipt Number - 35298  
By Deputy: Rachel Schacht

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL  
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon and was duly recorded in the OFFICIAL RECORDS Records of Kendall County, Texas on 03/13/2013

03/13/2013  
DARLENE HERRIN, COUNTY CLERK  
Kendall County, Texas

By: RES Deputy