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**2003 AMENDMENT OF DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**THE YO RANGLANDS**  
**KERR COUNTY, TEXAS**

Amendment dated \_\_\_\_\_, 2003, to the Declaration of Covenants, Conditions and Restrictions for **Y.O. RANGLANDS**.

**Recitals**

- A. **YO LAND AND CATTLE CO., INC. d/b/a YO LAND AND CATTLE COMPANY**, did by instrument dated August 14, 1986, establish covenants, conditions and restrictions that are recorded in Volume 388, Page 674, of the Real Property Records of Kerr County, Texas (*the Restrictive Covenants*).
- B. The Restrictive Covenants were subsequently amended by instruments recorded in Volume 772, Page 251 and Volume 802, Page 805, of the Real Property Records of Kerr County, Texas.
- C. A Supplemental Declaration of Covenants, Conditions and Restrictions dated to be effective August 14, 1986 is recorded in Volume 1133, Page 0547, of the Real Property Records of Kerr County, Texas (*the Supplemental Restrictions*).
- D. The following described real property is subject to the Restrictive Covenants (*the Property*):
1. YO Ranchlands Section 1, a subdivision of record in Volume 5, Page 357, of the Plat Records of Kerr County, Texas.
  2. YO Ranchlands Section 2, a subdivision of record in Volume 6, Page 17, of the Plat Records of Kerr County, Texas.
  3. YO Ranchlands Section 3, a subdivision of record in Volume 6, Page 129, of the Plat Records of Kerr County, Texas.
- E. **YO LAND OWNERS ASSOCIATION, INC.** was incorporated as a Texas non-profit corporation on August 8, 1988 (*the Association*).

- F. YO LAND & CATTLE CO., INC. conveyed all of its right, title and interest in and to the private roads in the Property to the Association by Special Warranty Deed dated May 28, 1993, recorded in Volume 697, Page 181, Real Property Records of Kerr County, Texas.
- G. YO LAND & CATTLE CO., INC., the "*Declarant*" in the Restrictive Covenants, did by instrument entitled "*Assessment Agreement*" dated to be effective as of January 14, 1995, convey to the Association all of Declarant's rights, duties and powers relating to the management and operation of the Association effective as of June 3, 1995.
- H. YOLA further desires to provide for the preservation of the values and amenities of said ranchlands and provide for the maintenance thereof; and, for such purposes, The Association desires to subject the real property described herein, together with such additions as may hereafter be made thereto (as provided in Section 1) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and owners thereof.
- I. Paragraph 15 of the Restrictive Covenants provides that said Restrictive Covenants may be amended in whole or in part with the consent of the members entitled to cast a majority of the votes of the Association.
- J. The members entitled to cast a majority of the votes of the Association have approved of this Amendment as is evidenced by their signatures attached hereto.

**NOW THEREFORE**, the real property referred to herein, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth. The Restrictive Covenants and the subsequent amendments thereto, not including the Supplemental Restrictions, are hereby revoked and replaced in their entirety as follows:

Section 1) Definitions.

The following words or phrases when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Y O Land and Cattle Company" shall mean and refer to the former owner and primary developer of the real property described in Exhibit "A", attached hereto and referred to in Section I of this Declaration, and who created thereon a ranch development for agricultural purposes
- b) "Association" shall mean and refer to the Y O Landowners Association (YOLA or Association). The principal address of the Association is currently PO Box 409,

Mountain Home, Texas 78058. The Association was formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the Properties.

- c) "Board" shall mean and refer to the Board of Directors of the Association.
- d) "Properties" shall mean and refer to the Y O Ranchlands, including without limitation the former Bundy, 70L Trap, North Mill Trap, New Well, West North Home, East North Home and Hyatt pastures (more accurately set forth in Plats Recorded in Kerr County for the three phases : Phase one --- Vol 5 Pgs 345 - 356; Phase two --- Vol 5 Pgs 357-360; Phase three -- Vol 6 Pgs 17-20) and any other property which shall have been designated by the Y O Land and Cattle Company as a part of the Properties as herein provided and all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the following provisions:
  - 1) The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (herein above defined as the "Existing Property") is located in Kerr County, State of Texas, is described in Exhibit" A" attached thereto;
  - 2) If the Y O Land and Cattle Company or YOLA desires to add to the concept of this Declaration, it may do so by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of this Declaration to such property; PROVIDED, HOWEVER, that no additional property may be added to the concept of this Declaration unless such addition is first approved by Members entitled to cast a two-thirds (2/3rds) majority vote of the Association; and FURTHER PROVIDED that any additions made pursuant thereto, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the property added.
- e) "Member" shall mean and refer to each Owner of a fee simple interest in any property within the Properties. Each Member shall be entitled to one vote for each acre owned; PROVIDED, HOWEVER, no member shall be entitled to vote, serve on the Board of Directors, or serve on a Committee, unless and until all dues and assessments have been paid current.
- f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property within the Properties. The foregoing does not include any persons or entities who hold an interest in any property within the Properties merely as a security for the performance of an obligation.
- g) "Architectural Control Committee" (ACC) shall mean and refer to that Committee as defined in Section 7 a), b), and c) hereof.
- h) "Wildlife Committee" shall mean and refer to that Committee as defined in Section 7 a), b), and d) hereof.

- i) "Mercantile or Commercial Purpose" shall mean any business open to walk-in / drive-in customers (the general public) or causing an increase in traffic or using YOLA easements or causing an increase in noise or using natural resources of the YO Ranchlands or in any way contrary to the purpose stated in 1b above.
- j) "High Fence" is minimum eight (8) feet tall game containment fence.
- k) "Perimeter Fence" is defined as any High Fence that is the only high fence between the YO Ranchlands and properties not covered by these CC&R's.
- l) Distance "from road" shall mean the distance from the centerline of that road.
- m) "Agricultural Purposes" shall mean and include running livestock and exotic animals plus hunting, trapping, and taking of wild animals and wild birds.
- n) "Main Road" is defined as Camino Real, and YO Ranch Rd from Camino Real south to the YO Ranch entrance.
- o) "Secondary Road" is defined as any platted road which is not a Main Road.
- p) "Open Fires" include any fire except fire pits or barbecues.
- q) "Portable Housing" shall mean and include mobile homes, motor homes, camping trailers, campers, buses, or any other kind of portable housing.

Section 2) Affirmative and Protective Covenants.

The properties shall be used and occupied subject to the following restrictions:

- a) Each portion of the Properties shall be used for residential, recreational, hunting, ranching and Agricultural Purposes only. No property shall be used for any Mercantile or Commercial Purpose without a special permit issued by the Board.
- b) No Owner shall do any act that is harmful or injurious to any other Owner's property. Included within the meaning of this covenant shall be prohibitions against:
  - 1) Offensive, noxious, profane or unlawful use of the Properties.
  - 2) Storage on the Properties of any hazardous material without proper safeguards.
  - 3) Actions that disturb the peace.
- c) Parcel Size
  - 1) The Properties may not be further divided into parcels smaller than 50 acres.
  - 2) No parcel shall be divided in such a way that an existing improvement would no longer be in compliance with the CC&Rs.
  - 3) Any change of property boundaries or re-platting requires prior approval by the Board of Directors.

d) Ownership Limitation

- 1) The maximum number of owners per parcel (single or multiple) is three (3).

Exceptions:

- (a) Ownership within a family group is exempt.
  - (b) Large parcels that average fifty (50) acres or more per owner.
- 2) Third party ownership (ownership by a partnership, corporation or other such legal entity) is subject to the following restrictions:
    - (a) The Association must be notified in writing within thirty days of purchase of an individual contact person who is authorized to act on behalf of the ownership interest as the Member of record of the Association.
    - (b) The contact person will be understood to act on behalf of the ownership and be responsible to the Association for the activities of the ownership covered by these CC&R's including exercise of voting rights.
    - (c) The Association shall be notified in writing within thirty days of any change of the contact person.

e) Permits

No residence, structure, fence, or other improvement over two (2) feet tall, except as specifically excluded in this Section 2, shall be erected, placed or altered on any of the properties without first submitting documentation showing compliance with the CC&R's to the Architectural Control Committee for prior approval. This documentation shall include construction plans and specifications showing dimensions and a site plan showing the location of the structure or other improvements. The Architectural Control Committee shall indicate approval by signing and dating the specified plans, keeping a copy of same in the records of the Association, and issuing a permit for the specified project.

- 1) All residences and other structures constructed or erected shall be of new construction.
- 2) Any structure intended for human occupation shall be equipped with electricity (from the power grid), running water, and an approved septic system.
- 3) No prefabricated / pre-assembled or existing residences or garages may be moved onto any of the Properties.
- 4) One pre-built or skid mounted structure, having a maximum floor area of 8 ft. x 10 ft., may be placed on a parcel or tract provided that its location and specifications conforms with the restrictions contained in Section 2.

- 5) Every effort shall be made to minimize the visual impact of any manmade structure on the Properties. No bright colored, shiny, or highly reflective roofs or sidings are permitted on any residence or other structure situated on the Properties. To achieve this goal, the ACC shall make rules and set standards as covered in Section 7c2 (below).
- 6) Residences or other structures shall be well screened behind hills or trees to substantially eliminate visibility from the Main or Secondary Roads, and Owners shall maintain such screening.
- 7) Exterior lighting must be shaded to minimize visibility of the light source from any road or adjacent property.

Focused lens lights such as spotlights and floodlights shall be aimed below the horizontal plane.

Other high powered lights shall be shaded such that the light source, relative to a horizontal plane at the bottom most point of the light source, is not visible when viewed at an angle 90 degrees above through 25 degrees below that horizontal plane.

- 8) No permit shall be required for unroofed patios, fire pits, barbecues, or other landscaping.
- 9) No opening or gate shall be made or maintained in the Perimeter Fence for any purpose without approval, in writing, from the Board.

f) Setbacks

Permanent structures (homes, barns, sheds, etc.), other than fencing, shall be placed on the Properties at least 500 feet from a Main Road and at least 300 feet from any Property line or Secondary Road, and must be well screened behind hills or trees to substantially eliminate visibility from the Main Road or Secondary Roads.

g) Fences, Entrances, Road and Driveway Markers

- 1) Fences & Entrances must be at least 90 feet from the centerline of any Main Road, or at least 60 feet from the centerline of any Secondary Road.
- 2) Fences & Entrances placed or constructed on any of the Properties shall be of similar design, size and equal quality and shall require approval by the Architectural Control Committee.
- 3) No reflective marker, light, flag, or decorative object shall be placed by an Owner within 90 feet of a Main Road or 60 feet of a Secondary Road

h) Signs

No sign of any kind shall be displayed on the Properties to the public view, except one sign for ranch identification. This sign, indicating direction and ownership of the properties or portion thereof, may be installed near the main entrance of an individual Owner's property, provided such sign shall be neat in appearance. Signs near ground level

may not exceed five (5) feet in length and two (2) feet in height. Signs above ground level will be evaluated on a case by case basis. All signs shall require prior approval by the Architectural Control Committee.

i) Water and Sewage Systems

Individual water systems and sewage disposal systems shall be located, constructed, equipped, and maintained in compliance with applicable governmental laws, rules and regulations that apply to properties of fifty (50) acres or less.

j) Mobile Homes, Motor Homes, etc

No mobile home, motor home, camping trailer, camper, bus, or other kind of portable housing ("Portable Housing") shall be used on any portion of the Properties as a permanent or temporary residence, or be stored, except as described below.

The owner of a Property must obtain a permit from the ACC for each occurrence prior to any Portable Housing being placed or used on his/her property.

Any Portable Housing shall be placed on the Properties at least 500 feet from the Main Road and at least 300 feet from any property line or Secondary Road and must be well screened behind hills or trees to eliminate visibility from any road, or other Owner's property.

Use is limited and restricted as specified in sub-paragraph 1 through 3 (below).

- 1) Portable Housing may be used on the Properties as a temporary hunting lodge or camp during the State white tail deer and turkey hunting seasons.
- 2) Portable Housing may be used on an individual Owner's property as lodging during times of recreation and vacation for a maximum of twenty eight (28) days per year.
- 3) Portable Housing must be promptly removed from the Properties when not in use for the foregoing purposes, unless stored in an ACC approved fully enclosed structure.

k) Hunting Blinds and Feeders

- 1) Hunting blinds and feeders on any of the Properties shall be well screened behind hills or trees to substantially eliminate visibility from any road or other owner's permanent residence.
- 2) Hunting blinds and feeders must be at least 500 feet from the Main Road and at least 300 feet from any property line or Secondary Road.

- l) The Properties shall not be used or maintained as a dumping ground. Trash, garbage or other waste must be kept in sanitary containers that are not visible from any Main or Secondary Road or other property. Equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. Trash and waste must be hauled off or buried out of view of any Main or Secondary Road or other property. Abandoned vehicles or equipment must be removed from the Properties.

m) Fires

No Open Fires shall be permitted on the Property unless notice is given to a member of the Fire Safety Committee or a Security Guard. Open Fires, for the purpose of this rule shall not include fire pits or barbecues.

This rule is subordinate to any Kerr County Burn Ban.

n) Hunting and Wildlife Management

It is the intent of the YOLA to actively manage the environment and the free ranging herds of both native and exotic species through hunting and other methods of herd density control where hunting alone does not sufficiently manage the population.

- 1) Hunting shall be permitted on Owner's individual properties only. No hunting is allowed from any Main or Secondary Road right-of-way.
- 2) Each Owner shall be entitled to harvest annually the quota of animals, whether native or exotic, on such Owner's Property as the Wildlife Committee determines as provided in Section 9 hereof. Individual hunter's state hunting license requirements and restrictions may also apply.
- 3) No Owner may harvest other than the aforementioned quota of animals. If an Owner desires to harvest other than his quota of animals, he must secure prior approval of the Wildlife Committee for same and pay to the Association in cash that amount which would be necessary to acquire those animals.
- 4) Alternate Game Harvesting Methods

(a) Fee Hunting

In the event that an Owner desires to sell, barter or trade his game to a non-Owner hunter, the Owner must supervise and accompany the hunter at all times. The Owner must provide prior satisfactory proof of insurance to the Wildlife Committee.

(b) Approved Capture Methods

Owners may use approved capture methods, such as netting, darting, or trapping to secure their quota.

(c) Licensed Meat Hunters

Owners may use licensed meat hunters from qualified companies to secure their quota.

(d) In the event that (a), (b) or (c) above are used, the following conditions must be met:

- (1) A permit must be obtained from the Wildlife Committee.

- (2) The Wildlife Committee must be notified of the exact date or dates and times for the hunting or trapping operation. (Except (a))
  - (3) The Wildlife Committee may, at its discretion, have a representative present. (Except (a))
  - (4) The Wildlife Committee shall be provided with a list at the end of each day's activity describing the species and sex of each animal taken. The Committee shall have the right to physically verify this count.
  - (5) Professional hunters or trappers used must provide prior satisfactory proof of insurance to the Wildlife Committee.
- 5) All disputes concerning specific Owner quotas on any of the Properties and any other wildlife disputes shall be handled by the Wildlife Committee.
  - 6) No Owner shall do any act that is designed to be harmful or injurious to the adjacent property owner. Included within the meaning of this covenant shall be a prohibition against feeding close to a property line.
  - 7) No Owner may release new species of live wild animals on any of the Properties without first securing the consent of the Wildlife Committee.

Owners may introduce domestic or exotic species on their own property for ranching/farming/hunting as long as the containment of, and health of, said animals is assured, and the Wildlife Committee has inspected the containment methods and given their consent in writing. These animals shall not be counted in the Owner's quota while on his/her property.

If any of these animals escape, they may be eliminated or removed by anyone in the Properties without cost or penalty.

To the extent that these animals escape or are allowed out of containment, the owner is responsible for their capture and any damage to the wildlife herd.

- 8) Any Owner who causes his/her property to be completely and permanently High Fenced shall be exempted from the provisions of paragraphs (n) 2 and 3 above.
- o) Oil wells, open pits, and excavations
    - 1) No oil well drilling, oil development operations, oil refining, quarrying or mining operations or related activities shall be conducted and /or located on any of the Properties.
    - 2) Open pits and excavations visible from Main or Secondary Roads or adjacent properties shall be restored to a condition similar to the land prior to such excavation.
    - 3) The YOLA caliche pit on tract 25A1 or individual Owners use of caliche deposits within their own properties are exempt from the quarrying prohibition of 2o1 above.

### Section 3) Easements.

Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by the YOLA over, under and across the Properties, on the property boundary line where possible.

Full ingress and egress shall be allowed to the Association at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utilities.

### Section 4) Creation of Lien for Assessments and/or Charges.

Each Owner (by acceptance of a deed for any portion of the Properties whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments or charges.

The annual assessments and other charges, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment and/or charge is made.

### Section 5) Charges (Maintenance Fund, Fees, Fines, Other Maintenance Assessments)

#### a) Maintenance Fund Charge

##### 1) Amount

The amount of the annual maintenance fund charge shall be an amount fixed by the Board.

It is intended that the Board will, in good faith, fix the annual maintenance fund charge at an amount estimated to meet the expenditures necessary for the purposes hereinafter specified.

The annual maintenance fund charge, as set forth in the preceding sentence, shall be adjusted as necessary at the end of each calendar year, which adjustment shall apply to the succeeding calendar year period.

In the event that additional funds are required which cannot be provided by regular dues, The Board of Directors may establish a special non-recurring assessment, not to occur more than once per year, which will not exceed fifty percent (50%) of the last annual maintenance fund charge.

##### 2) Payment

The annual maintenance fund charge shall be due and payable in advance by the respective Owners annually on January 1 and will become delinquent on February 1. If land in the Properties becomes subject to the annual maintenance fund charge on a

date other than January, the Owner of such land shall pay the prorata part of the annual maintenance fund charge in advance.

3) Late Payment

All past due maintenance fund charges shall be a charge on the land and shall be a continuing lien upon each portion of the Properties against which each such assessment and/or charge is made. In addition these charges shall be a personal debt of the Owner of the property subject to such charges and shall bear interest from their due date until paid at the highest legal interest rate per annum allowed in the State of Texas at that time.

b) Fees, Fines, and Other Assessments

Fees, fines, and other assessments covered elsewhere in this document shall be due when levied and will become delinquent on the first of the month following that charge or thirty (30) days after, whichever comes later.

c) Securing Payment

Such charges referred to in 5a and 5b (above) shall be a covenant running with the land and to secure the payment thereof a lien is hereby retained upon the property subject to such charge.

d) Delinquent Payments

- 1) If any assessment or any part thereof is not paid by the delinquency date (being the date specified in Section 5a3 or 5b of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest provided herein and cost of collection thereof as hereinafter provided, thereupon become a charge on the land and a continuing lien upon the property of the non-paying Owner and shall be unaffected by any sale or assignment of the property and shall continue in full force and effect until all delinquent payments are received.

No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas, the abandonment of his property, or any other reason.

- 2) If any assessment or part thereof is not paid by the delinquency date, the unpaid amount of such assessment shall bear interest from the due date at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto.

Additionally there shall be added to the amount of such assessment the cost of preparing and filing the complaint (including reasonable attorneys' fees, accounting fees, filing fees, etc.) in such action.

In the event a judgment is obtained, such judgment shall include interest on the assessment or fines and related costs as above provided.

e) Subordination of the Lien to Mortgages.

The lien as a result of the charges provided for herein shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage or deed of trust affecting the property subject to any such charge or lien which has been filed for record in Kerr County, Texas, prior to the date payment such charges becomes due and payable. No such foreclosure shall free any property from the lien securing charges thereafter becoming due and payable under this section, nor shall the personal obligation of any property Owner foreclosed be extinguished by any foreclosure.

Section 6) Purpose of the Maintenance Fund.

The maintenance fund charge shall be uniformly imposed upon all lands in the YO Ranchlands, and said maintenance fund shall be used exclusively for the following in connection with areas within the YO Ranchlands in respect of which the charge is made:

- a) Accounting, office expense which includes all of the Association accounting, communication expense, postal fees, office supplies, etc.;
- b) Main Road maintenance which includes paving and working the Main Road as needed for reasonable rural automotive access;
- c) Perimeter High Fence repair and maintenance;
- d) Legal expenses which include any legal fees as may be required by the Association;
- e) The Association income tax preparation which includes cost of annual corporate Federal income tax return;
- f) The Association expense for security;
- g) The Association expense for wildlife surveys and consultations;
- h) The Association expense for insurance;
- i) The Association expense for Landowner trash removal;
- j) Miscellaneous, includes necessary costs expended to run the Association which are not already mentioned.

Section 7) Committees

a) Appointments and Resignations

Each committee shall be composed of a maximum of ten (10) volunteer members all of whom shall be Members of the Association and all of whom shall be appointed by the President of the Association, with approval of the Board. The President shall designate the Chairman of each committee with approval of the Board. The members of the Committee shall serve concurrent with the elected Board. In the event of death or

resignation of any member of the Committee, the President with the approval of the Board shall appoint a successor to serve for the remainder of the unexpired term.

b) General Duties, Responsibilities, and Compensation

- 1) The Committee may designate a representative to act for it. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- 2) A majority of votes shall prevail on any issue or subject requiring a decision of the Committee.
- 3) Each Committee shall, from time to time, propose to the Board, a Schedule of Fees and Fines for Permits and violations covered by that Committee.

c) Architectural Control Committee Duties

1) Permits

(a) Prior to issuing a permit, the ACC shall :

- Verify receipt of all documentation including the permit application fee.
- Perform an on site inspection verifying all setbacks as indicated on the site plan and visibility of the proposed structure from the roads.

If everything is in order and there are no outstanding notices of CC&R violations, the ACC will issue a permit to build.

(b) The Committee's approval or disapproval, as required herein, shall be provided in writing within thirty (30) days after plans and specifications have been properly submitted to the ACC.

(c) A permit is required for any operation over the roads within or through the Ranchlands of any truck or truck trailer combination with more than 12 tons GVW capacity.

2) Standards

(a) Establishing

The Architectural Control Committee shall establish measurable standards in support of Section 2 above and tests for those standards. These standards shall be documented and submitted to the Board for approval.

(b) Testing

The Committee may require a sample or samples of up to 12" X 12" to test the reflective quality of the materials.

(c) Availability of Specification.

The standards shall be included in a separate document that will be provided to Owners and their contractors on request

3) Enforcement

The Architectural Control Committee, under Board direction, shall be responsible for enforcing the architectural and construction provisions of this Declaration on behalf of the Association.

4) Variances

The Architectural Control Committee, at its discretion, is hereby permitted to approve deviations in building area, construction, location, and other restrictions related to architecture or setbacks in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become part of the records of the Association. Variances are granted on a case by case basis only.

d) Wildlife Committee Duties

1) Wildlife Management

The Wildlife Committee shall be responsible for overseeing the management of the free roaming wildlife within the Properties.

- (a) The Wildlife Committee shall have an annual wildlife survey ("SURVEY") performed on the Properties by a competent wildlife biologist ("BIOLOGIST") of the Committee's selection.
- (b) The SURVEY shall project the total numbers by sex of each species of wildlife on the Properties and shall contain the BIOLOGIST'S recommendations as to the harvest numbers by sex for each species.
- (c) The Wildlife Committee shall use the SURVEY and the BIOLOGIST'S harvest recommendations to determine harvest quotas by sex for each species on the Properties. Quotas shall be based on what the Properties will sustain and any other criteria that the Wildlife Committee deems to be sound management of the wildlife herd on the Properties.

2) Enforcement

The Wildlife Committee shall be responsible, under Board direction, for enforcing the wildlife provisions of this Declaration on behalf of the Association.

3) Additional Rules and Regulations

The Committee may, from time to time, propose additional Rules and Regulations for wildlife management that will be submitted to the Board for approval.

Section 8) Voting Rights in the Association.

a) Notice Requirements.

Written notice shall be given to all Members at least twenty (20) days in advance of each General Landowner's meeting and shall set forth the purpose of such meeting.

b) Absentee Voting

An Absentee Ballot covering each item to be voted on at a meeting shall be provided with the notice of meeting. This ballot will provide opportunity for the owner to vote as if they were present at the meeting according to the instructions provided. This ballot will not include approval of minutes or financial statements unless such minutes or financial statement were included in the mailing. Facsimile responses will be considered valid ballots.

c) Voting Rights

The voting rights of any Member shall be suspended for any period during which any assessment, fee, or fine to be paid by such Member remains unpaid.

d) Quorum

The quorum required for any action shall be the presence at the meeting of Members or of Member absentee ballots entitled to cast fifty one percent (51%) of all of the votes in the Association.

e) Majority Assent

Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members who are voting in person or by absentee ballot at a meeting duly called for that purpose.

A voted assent shall not override a previous vote taken within the previous twelve (12) months unless the number of votes is greater than in the previous vote on that issue.

Section 9) Powers and Duties of the Board.

The Board, for the benefit of the Properties and the Owners shall have, the sole responsibility and authority to manage the business and affairs of the Association , and shall have the following authority and powers:

- a) To pay from the funds of the Association all legal and accounting services, policies of insurance incident to the operation of the Association, fidelity bonds, and other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

Policies insuring the Association against any liability to the public or the Owners (and/or invitees or tenants) shall contain an endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insured.

- b) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Properties on behalf of all Owners.
- c) To enter Contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- d) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- e) To contract for all goods, services, and insurance payment for the Association, and to perform the functions of the Association.
- f) To reject fees, fines, rules, and regulations proposed by the Committees on a line item basis.
- g) To create a recommended list of Fees and Fines for areas not covered by the Committees.
- h) To submit a schedule of fees and fines proposed by the Committees and the Board to the Members for approval at a regularly scheduled General Meeting.
- i) To grant a conditional “Permit for Operation” to a mercantile or commercial business.
- j) To create committees as required to meet the current needs of the Association.
- k) To establish a transfer fee on property transactions and set it at a reasonable amount to cover Association expenses for bookkeeping and other paperwork related to the transfer.
- l) To approve any variances that it considers reasonable and appropriate on a case by case basis.
- m) To establish, enforce, and assess fines and penalties for the violation of rules established by the owners of the YO Ranch for the use of facilities situated on the YO Ranch

#### Section 10 Fees, Fines, and Special Assessments

New Fees, Fines, and Special Assessments, covered in this section, must be approved at a regularly scheduled General Meeting of the Membership, after approval by the Board. After approval, these Fees, Fines, and Special Assessments will be printed and distributed to the Membership.

##### a) Fees

Fees covered by this section are mandatory and shall be applied uniformly.

##### b) Fines, and Special Assessments

All Fines and Special Assessments shall be written specifying a cap on the fine or assessment.

Neither the Board nor any Committee is required to issue a Fine or Special Assessment. In the event that a Fine or Special Assessment is considered, the Landowner will be given the opportunity to discuss the issue with the Committee or the Board. If the Committee

or the Board still feels that the Fine or Special Assessment should be imposed, the Board must determine the actual amount.

If the affected Landowner still feels that the “Fine or Special Assessment” is unwarranted, he/she may appeal to the general membership and 51% of all Members votes will override the decision of the Committee and the Board.

If the “Fine or Special Assessment” is overturned by a membership action, the fine plus interest will be refunded.

#### Section 11) Owner's Obligations to Repair

Each Owner shall, at his sole cost and expense, maintain and repair his property and the improvements situated thereon, keeping the same in good condition and repair.

In the event that any Owner shall fail to maintain and repair his property and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said property and to repair, maintain and restore the property and the exterior of the buildings and other improvements erected thereon.

Each Owner (by acceptance of a deed for his property) hereby covenants and agrees to repay to the Association the cost of that maintenance or repair immediately upon demand.

The failure of any such Owner to pay the above amount shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

#### Section 12) Perimeter Fence Repair

##### a) Intent

In order for the Association to meet its responsibility to manage the free ranging wildlife, the integrity of the outside High Fence (Perimeter Fence) must be maintained.

##### b) Maintenance and Repair

From time to time, it may be necessary for YOLA or its agents to enter private property for the sole purpose of inspecting and maintaining the Perimeter High Fence. YOLA or its agent shall, with appropriate notice (but not less than twenty (20) days) delivered by certified mail or delivered and signed for, accompanied by the land owner or his/her agent, or with written permission waiving this requirement, enter and effect such inspection. YOLA will encourage the Landowner or an agent to be present.

In the absence of a response to said request, properly served, YOLA shall have the assumed right to enter, inspect, and repair as if permission had been granted. Such repair shall be done with a minimum impact to ground and vegetation.

Emergency repairs will be made as rapidly as reasonably possible and may be on short notice.

Every reasonable effort will be made to avoid inspecting during a State prescribed whitetail deer or turkey season.

This right to inspect shall not be interpreted as the creation of an easement or quasi easement nor shall it be expanded beyond its specific intent.

c) Openings Through The Perimeter Fence.

No opening or gate shall be made or maintained in the Perimeter Fence for any purpose without approval, in writing, from the Board.

Section 13) Inspection for Compliance

From time to time, it may be necessary for YOLA or its agents to enter private property to provide services. In the course of providing services, such as security or fire protection, violations of the CC&Rs may be observed.

In cases where violations are observed while services are being performed, reported by other landowners, or there is reason to suspect a violation, YOLA may enter and inspect. Owners will be notified in advance of the inspection and given the opportunity to be present within a reasonable length of time whenever possible.

Every reasonable effort will be made to avoid inspecting during a State prescribed whitetail deer or turkey season.

This right to inspect shall not be interpreted as the creation of a general right to inspect without cause nor shall it be expanded beyond its specific intent.

Section 14) Duration.

The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for the successive periods of ten (10) years

Section 15) CC&R Amendments

The Covenants, Conditions and Restrictions of this Declaration may be amended, and/or changed in whole or in part, only with the consent of the Members entitled to cast a majority of the votes of the Association, evidenced by a document in writing bearing each of their signatures. Faxed signatures are acceptable for this purpose.

Section 16) Permanent Records And Address

The current mailing address of the Association is: PO Box 409, Mountain Home, Texas 78058. Permanent records are kept on file with the Secretary of the Association.

Section 17) Finality of Determination by Association.

It is understood that the judgment of the Board of Directors of the Association, its successors and assigns, in the collection, allocation, and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the services for which the maintenance fund may be expended carries no obligation for the Association to furnish any of such services except to the extent of funds actually received by the Association.

Section 18) Dissolution of the Association.

The Association may be voluntarily dissolved by an affirmative decision of at least 2/3 of the total votes.

Section 19) Enforcement

Enforcement of these Covenants, Conditions and Restrictions shall be governed by the laws of the State Texas, and shall be by any proceeding at law or in equity against any person or persons, violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 20) Acceptance of Declaration.

By acceptance of a deed, or by acquiring any ownership interest in any of the Properties included within this Declaration, each person or entity for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors and assigns, to all of the provisions, restrictions covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Properties covered thereby.

Section 21) Severability.

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

Section 22) Headings.

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

Section 23) Notices.

Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, Declarant has executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Y.O. LAND OWNERS ASSOCIATION, INC

BY: \_\_\_\_\_, its then current President.

STATE OF TEXAS \*

COUNTY OF KERR \*

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_, President of the YO Land Owners Association, Inc., a Texas non-profit corporation, on its behalf.

My commission expires:

\_\_\_\_\_

Notary Public, State of Texas

Notary's Printed Name:

\_\_\_\_\_

In WITNESS WHEREOF, this instrument is executed by each of the undersigned Owners on the date set out by his and/or her signature. ( Signed by a majority of the YOLA membership and recorded \_\_\_\_\_, 2003, Volume \_\_\_\_\_, Page \_\_\_\_\_ with the County Clerk, Kerr County, Texas.)

The signature pages referenced above, and Exhibit" A " referenced in Section 1 herein are on file with the Secretary of the Association.