

\*\*\*\* Electronically Filed Document \*\*\*\*

Hays County Texas  
Liz Q. Gonzalez  
County Clerk

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Indirect-

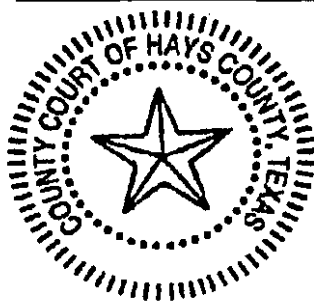
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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

A handwritten signature in cursive script that reads "Liz Q. Gonzalez".

Liz Q. Gonzalez, County Clerk

STATE OF TEXAS §

COUNTY OF HAYS §

NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FSFCA, INC. (aka Four Seasons Farm)

\*Articles of Incorporation

\*Bylaws

\*Rules

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions, and Restrictions for Four Seasons Farm, Phase 1, Section 1, filed as Document No. 03018359 in the Official Public Records of Hays County, Texas (together with all supplements and amendments, including but not limited to Document No. 04004936 in the Official Public Records of Hays County, Texas, referred to as the "Declaration").

Reference is further made to the Architectural Control Guidelines filed of record in Doc no. 03031268, Vol. 2322 Page 293 of the Official Public Records of Hays County, Texas, and the Design Guidelines files of record in document no. 03027420, Vol. 2299 Page 68 of the Official Public Records of Hays County, Texas. (Together, the Rules.)

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of FSFCA, Inc. (the "Association");

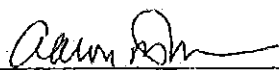
WHEREAS Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located; and

WHEREAS the Association desires to file of record its Articles of Incorporation and Bylaws attached hereto as Exhibit "A" and Exhibit "B", respectively, in compliance with the cited statute;

WHEREAS the Board and Modifications Committee of the Association have adopted additional rules for the Association and hereby filed them of record;


THEREFORE the Association does hereby file the attached dedicatory instruments of record to put members of the public on notice of their existence and substance.

FSFCA, Inc.

Signature 

Printed name: Aaron Parker

Title: PRESIDENT

Signature 

Printed name: FRANK B. URENDO

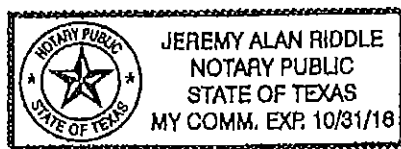
Title: BOARD MEMBER

Acknowledgement

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was executed before me on the 25<sup>th</sup> day of January, 2014, by Frank Ureno in the capacity stated above.

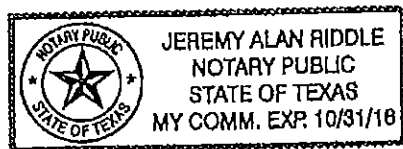


[Signature]  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was executed before me on the 25<sup>th</sup> day of January, 2014, by Aaron Parker in the capacity stated above.



[Signature]  
Notary Public, State of Texas

- Exhibit "A": Additional Rules
- Exhibit "B": Bylaws
- Exhibit "C": Articles

## EXHIBIT A

Additional Rules and Regulations, including amendments to design/architectural guidelines

Architectural Guideline, "Application Procedure" paragraph, is hereby amended to have the second paragraph read as follows:

Applications may be emailed in writing to the MC at the email address of record or mailed directly to the property management company of record. Homeowner should receive confirmation that the application was received. Do not assume the application was received. Contact the MC or property management company to confirm application was received.

Architectural Guideline 2.4 is hereby amended to read in its entirety as follows:

Storage sheds must have a peaked roof, no higher than ten (10') feet from the ground to the highest point, and a maximum of ten by twelve (10' x 12') feet of floor space. The structure must be kept a minimum of five (5') feet off any property line, but allowed distance from side fence will be determined by the MC based on visibility from the street in front of the lot (the MC may in its discretion require a larger setback than 5'). Location must be far enough away from the fence to allow for drainage to occur entirely on the Owner's lot.

Architectural Guideline 2.8 is hereby amended to read in its entirety as follows:

A playhouse/fort must not have a roof higher than twelve (12') feet. If a fort has a platform, then the platform can be no higher than six (6') feet off the ground. Neither is to be within five (5') feet of any property line and must be placed at the rear of the property, behind a fence or otherwise screened from public view from any Street abutting the lot.

Architectural Guideline 11.1 is hereby amended to read in its entirety as follows:

**Television and Radio Antennas and Satellite Dishes Placement Priority:**

Modifications Committee approval of a "dish antenna" or an antenna designed to receive local broadcast signals is not required, but must meet the following guidelines: antenna must be affixed to the roofline; antenna cannot be mounted to the front roofline of the dwelling unit; antenna must be attached a minimum of 6 feet back from the front corner roofline; the antenna cannot be located on a mast higher than 12 feet above the roofline. If adherence to these guidelines interferes with antenna reception, the satellite provider must provide documentation to the Modifications Committee (via the homeowner) in support of a variance to specially place the dish antenna. In the event that more than two antennas are needed per residence, approval is required from the MC.

As used herein, a "dish antenna" means an antenna that is one meter (39.37") or less in diameter, designed to (a) receive direct broadcast satellite service, including direct-to-home satellite service; (b) receive or transmit fixed wireless signals via satellite; (c) to receive video programming services via wireless cable or (d) to transmit fixed wireless signals other than via satellite.

See also Declaration Section 10.14.

Architectural Guideline 11.2 is hereby removed in its entirety.

Architectural Guideline 13.1 is hereby amended to read in its entirety as follows:

Per Declaration §10.17, on front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains, artificial flowers, benches, swings, play structures, or other decorative embellishments unless such specific item(s) have been approved in writing by the applicable Committee. Approved exceptions to this include:

- a. Christmas, holiday or other festive decorations of a temporary nature so long as those decorations are removed within four (4) weeks after the calendar date of the holiday; and
- b. One or more religious items may be affixed to an entry door of a residence, provided such items do not in total exceed 25 square inches in size and do not contain any language, graphics, or any display that is patently offensive to a passerby of ordinary sensibilities.

Architectural Guideline 13.4 is hereby amended to read in its entirety as follows:

*Flags and Flag Poles*

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Modifications Committee. An Owner desiring to display a permitted flag must submit plans to the Modifications Committee for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's Modifications Committee shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
  - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
  - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at a time may be displayed on a flagpole.
  - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
  - d. Flags must never be flown upside down and must never touch the ground.
  - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
  - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
  - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
  - h. Only all-weather flags may be displayed during inclement weather.
  - i. Flags must be no larger than 3'x5' in size.

- j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
- k. The following does not qualify as a flag under this Section:
  - 1. Any flag not classified as an official flag of the United States of America, the State of Texas or any branch of the United States armed forces;
  - 2. A pennant, banner, plaque, sign or other item that contains a rendition of a flag;
- 4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the Modifications Committee) used in the construction of the mount or flagpole and harmonious with the dwelling.
- 5. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
  - a. No more than one flagpole may be installed on a Lot;
  - b. The flagpole must be free-standing and installed vertically;
  - c. The flagpole must be no greater than 20 feet in height measured from grade level;
  - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and must comply with all setback requirements;
  - e. Unless otherwise approved by the Modifications Committee the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The Modifications Committee may require the pole to be installed on a particular side or otherwise require a particular location;
  - f. No trees may be removed for pole installation; and
  - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
- 6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
- 7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all times at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

Architectural Guideline 19.7 is hereby amended to read in its entirety as follows:

Street trees shall be installed in the area between the curb and the sidewalk. Two (2) street trees shall be installed and maintained on each regular and corner lot. For new tree installations, the species of

tree must be approved in writing by the Modifications Committee, and such committee may establish and amend a list of approved tree species. The approved tree list is shown as "Schedule A" to these Guidelines.

Architectural Guidelines "Schedule A" is hereby added to read in its entirety as follows:

#### APPROVED TREE LIST – FOUR SEASONS FARM

##### MEDIUM TO LARGE TREES

Recommended for single tree planting in the front yard:

- Ash, Texas *Fraxinus texensis*
- Elm, Cedar *Ulmus crassifoli*
- Maple, Bigtooth *Acer grandidentatum*
- Oak, Bur *Quercus macrocarpa*
- Oak, Chinquapin *Quercus muhlenbergii*
- Oak, Lacey *Quercus laceyi*
- Oak, Live (Southern) *Quercus virginiana*
- \*Oak, Escarpment Live *Quercus fusiformis*
- Oak, (Monterey) Mexican White *Quercus polymorpha*
- Pecan *Carya illinoensis*

##### SMALLER UNDERSTORY TREES

Recommended for confined areas where canopy spread is an issue:

- Anacacho Orchid Tree *Bauhinia lunarioides*
- Buckeye, Mexican *Ungnadia speciosa*
- Carolina Buckthorn *Rhamnus caroliniana*
- Cherry Laurel *Prunus caroliniana*
- Crape Myrtle *Lagerstroemia indica*
- Desert Willow *Chilopsis linearis*
- Holly, Nellie R. Stevens *Ilex cornuta 'Nellie R. Stevens'*
- Holly, Possumhaw *Ilex decidua*
- Holly, Yaupon *Ilex vomitoria*
- Mountain Laurel, Texas *Sophora secundiflora*
- Persimmon, Texas *Diospyros texana*
- Plum, Mexican *Prunus Mexicana*
- Redbud, Mexican *Cercis canadensis var. 'mexicana'*
- Redbud, Texas var. 'texensis'

Architectural Guideline Section 10 heading is hereby amended to read in its entirety as follows:

#### 10.0 Solar Screens/Film & Solar Panels

Architectural Guideline 10.5 is hereby added to read in its entirety as follows:

#### 10.5 Solar Panels

- a. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
- b. Prior Approval Required. An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Modifications Committee. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
- c. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
- d. Prohibited Devices. Owners may not install solar energy devices that:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. are located on property owned by the Association;
  - d. are located in an area owned in common by the members of the Association;
  - e. are located in an area on the property Owner's property other than:
    - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    - ii. In a fenced yard or patio owned and maintained by the Owner;
  - f. are installed in a manner that voids material warranties;
  - g. are installed without prior approval by the Modifications Committee; or
  - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Modifications Committee may require removal of any device in violation of this or any other requirement.*
- e. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
  - a. extend no higher than or beyond the roofline;
  - b. be located only on the back of the home – the side of the roof opposite the street. The Modifications Committee may grant a variance in accordance with state law if the alternate location is substantially more efficient<sup>1</sup>;
  - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
  - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.

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



- f. Limitations on Devices In a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
- g. Additional provisions regarding shingles. Except as otherwise authorized in writing by the AC or Board, provided that the proposed shingles otherwise comply with any other applicable requirements of the dedicatory instruments, the AC will not deny an application for shingles if the shingles are:
  - a. Designed primarily to:
    - i. be wind and hail resistant;
    - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
    - iii. provide solar generation capabilities; and
  - b. When installed:
    - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - ii. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
    - iii. match the aesthetics of the property surrounding the Owner's property.

Architectural Control Guidelines, Section 19.8, is hereby added to read as follows:

Xeriscaping means using indigenous, drought-tolerant, adaptive plants that can grow and sustain themselves with low water requirements and tolerate heat and drought conditions. The advantages of Xeriscaping include: substantial cost savings on water bills, conservation of diminishing water resources during drought periods, prevention of pollution of surface and ground water from environmentally harmful runoff, and reduced yard maintenance requirements.

FSF Modification Committee will generally allow variances to the requirement for full green lawn (turf) areas of available front yard space. The Modifications Committee (MC) will require that at least 20% of the visible lawn area contain a turf grass, and that all xeriscaping complies with city codes. It is the homeowner's responsibility to obtain MC approval as well as necessary permits from the city prior to beginning work.

Upon approval, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, loose stone material, or any other MC approved material for a ground cover that is maintained to prevent weed growth with minimal use of toxic or environmentally harmful chemicals. The MC may limit the coverage areas for each material. Concrete surfaces are limited to driveways, patios, and sidewalks only. For public safety, no plant with thorns, spines, or sharp edges shall be used within 6' of the public sidewalks or property lines. In addition, no plants higher than 18" may be planted within 4' of the sidewalk area as this constitutes a visual safety hazard to pedestrians and drivers.

Hardscapes can include (subject to MC approval) large boulders, or other natural materials that are used as part of xeriscape landscaping design. The MC may restrict, limit, or otherwise control the amount of gravel, rock, and cacti used.

Perennials which die back during winter should be cut back to remove dead materials during winter. This includes most ornamental grasses and other flowering perennials which go dormant to the ground in winter. Sickly and dying plants must be removed or replaced.

Non-turf planted areas must be bordered to define the xeriphytic area clearly from turfed areas. Xeriscaped areas must be kept maintained at all times (plants trimmed and thinned, weeded, and borders edged) to ensure an attractive appearance. No plants may encroach onto sidewalks, curbs, or streets. Artificial turf is not allowed.

Architectural Control Guidelines, Section 19.9, is hereby added to read as follows:

#### **Rainwater Recovery System**

1. Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, or any part thereof, in the following locations:
  - a. on property owned by the Association;
  - b. on property owned in common by the members of the Association; or
  - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the Modifications Committee.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property. At all times collection systems must be maintained to ensure water is not allowed to become stagnant or a threat to health.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
  - a. are of a color other than a color consistent with the color scheme of the Owner's home;
  - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
  - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed In Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Modifications Committee may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans). In no event may such barrel exceed 70 gallons of capacity.

Rules are hereby adopted to read as follows:

**Fining Policy:**

*The following is a standard procedure to be used in absence of case by case determination by the board otherwise. The board may in its sole discretion depart from this standard procedure in any way, including omitting courtesy notices and increasing or decreasing fines.*

1. For the first and second notice of the same violation, courtesy notices will be sent.
2. On third notice of the same violation, a \$25 fine will be assessed.
3. For each notice thereafter, another \$25 will be assessed each time.

In accordance with the Texas Property Code, for all violations of a similar kind, the Board may impose a fine that accrues daily for each day of the violation; the daily fine shall not exceed \$200 per day.

Example: On the third notice of "Yard Maintenance Needed," the homeowner will receive a \$25 fine. This can be any combination of any of the criteria that would be included in "Yard Maintenance," such as mowing, edging, weed control, dead plants, watering needed, etc. (not just 3 notices to mow or 3 notices to edge.) Each notice within a twelve month period for the same type of violation will be added onto the number of notices already received.

An owner will have the opportunity to contest any fine within 30 days of the invoice date by submitting a written request to the property manager for a hearing with the HOA Board of Directors.

**All properties must be kept with a neat, well-maintained appearance at all times.** The purpose of this policy is to establish guidelines for some of the frequent types of violations addressed in the Deed Restrictions. It is not intended to be a complete list of all possible violations. For more complete information, refer to the FOUR SEASONS FARM (FSFCA, INC) DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (henceforth referred to as CCR's); Architectural Control Guidelines for Modifications Committee and Design Guidelines.

**Unapproved exterior changes:** All changes to the exterior of the residence, the addition of any structure, fence replacement, painting, or major landscape modifications must be approved in writing by the Modifications Committee (MC). A copy of the request form can be found on the website. Submit it, along with the required information as directed. For more information refer to the Architectural Control Guidelines for modifications Committee and Design Guidelines that you received at closing.

**Yard maintenance needed:** Yards must be maintained on a basis frequent enough to maintain an overall well kept appearance. This includes:

- Mowing: includes front yard and side yard of corner lots; all backyards must be mowed.
- Edging: sidewalk, driveway, and curb, etc.
- Weed control: weed abatement in grass, flowerbeds, and cracks; weed eating fences, etc.
- Watering, disease control fertilization or grass replacement: (adding sod or reseeding where grass has died)
- Blowing or sweeping up: grass and clippings must be removed from driveway, sidewalk and street after maintenance.
- Remove and /or replace dead plants, shrubs, trees in a timely manner.

**Trash receptacles in view:** All trash containers must be hidden from general view except for trash pick-up day. If containers can be seen from the street, they are not out of view. A screen such as a lattice with vines growing on it is an example of a measure of appropriate screening, if you do not want the containers in your garage or you backyard. If you choose to use this method, or another acceptable one, a request must be submitted in writing for approval by the Modification Committee (MC) through the property manager.

**Fence/gate repairs:** Broken/missing pickets, broken or hanging gates, and leaning or bowing fences, must be repaired/replaced promptly. All other items or repair or replacement necessary to maintain a fence in good and attractive condition must be undertaken promptly. Any modifications to the height or appearance (painting, staining, change of materials, etc) of the existing fencing provided by the bullder must be approved by the MC.

**Animals:** All pets must be restrained or confined to an owners Lot. A pet owner must clean up after a pet if an accident occurs. You may also report animals running loose or causing a disturbance to the City of Kyle for investigation and action.

**Vehicles:** Applicable to vehicles that are regularly parked on the street, inoperable, or improperly parked.

- Vehicles must have current registration and inspection showing; be in good repair and attractive condition; wrecked or otherwise inoperable vehicles may not be in view.
- Vehicles may not be parked on the lawn or on sidewalks at any time.
- Commercial trucks may not be parked in view.

**Boats, trailers, recreational vehicles, etc.:** May not be stored in view on the property.

**Other:** Examples of other things that could incur violations are:

- Generally unkempt appearance of the property including not repairing painted surfaces.
- Areas in public view should be tidy and uncluttered.
- Portable basketball goals may be placed no further from the front of the garage than 15'; permanently mounted goals must be approved by the MC.
- Portable basketball goals may never be located in the street or sidewalks.



US 03:03 TUE 15:11 FAX 512 320 9111

## BYLAWS OF FSFCA, INC.

### I. NAME AND LOCATION

The name of the corporation is FSFCA, INC. Meetings of members and directors may be held at such places as may be designated by the Board of Directors.

### II. DEFINITIONS

The following words shall have meanings as assigned to them:

1. **Association:** FSFCA, Inc., a nonprofit corporation incorporated under the laws of the State of Texas and its successors and assigns.
2. **Board:** The duly elected Board of Directors of the Association.
3. **Common Properties:** shall mean and refer to all those areas of land within the Property that the Association may, at any time, or from time to time, acquire by purchase or otherwise as more specifically described in the Declaration.
4. **Declarant:** CDN Farm, Ltd., a Texas limited partnership, and its successors and assigns.
6. **Declaration:** The Declaration of Covenants, Conditions and Restrictions for Four Seasons Farm, Phase 1, Section 1, recorded in the Official Public Records of Real Property of Hays County, Texas.
7. **Dwelling Unit:** The unit of Property subject to assessment pursuant to the terms of this document and the Declaration by which votes in the Association are assigned and assessments are levied, as more fully described in the Declaration.
8. **Election Date:** "Election Date" shall mean the earliest of the dates when (i) Declarant shall have sold all of its Lots or Building Plots, as those terms are defined in the Declaration; (ii) four (4) years have lapsed from the date of the recordation of the Declaration; or (iii) Declarant by written notice to the Board of Directors notifies the Association of Declarant's election to cause the Election Date to occur.
9. **Member:** Those persons entitled to membership in the Association as provided in the Articles of Incorporation of the Association and the Declaration.

10. Owner: The record owner, whether one or more persons or entities, of fee simple title to any land subject to assessment by the Association, but excluding those having such interest merely as security for the performance of any obligation.

11. Property or Properties: The property described in the Declaration and any other lands which may hereafter be made subject to the Declaration and the jurisdiction of the Association.

III.  
MEETINGS OF MEMBERS

1. Annual Meetings: The first annual meeting of the Members shall be held on a date selected by the Board upon fifteen (15) days prior written notice to the Members, and each subsequent regular annual meeting of the Members shall be held within thirty (30) days of the anniversary date of the last annual meeting, on a day and at a time and place to be selected by the Board.

2. Special Meetings: Special meetings of the Members may be called at any time by the President, the Board, or upon written request executed on behalf of one-fourth (1/4) of the votes in the Association.

3. Notice of Meetings: Except as to the first annual meeting, notice of each annual meeting shall be posted in a conspicuous place within the boundaries of the Property. Written notice of each special meeting shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of the notice, postage prepaid, at least fifteen (15) days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice shall state the place, hour, and purpose of the meeting.

4. Quorum: The presence at any meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present or represented at any meeting, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the previous meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, filed with the Secretary, revocable, and automatically expire upon conveyance by the Member of the property subject to assessment by the Association.

## IV.

## BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

1. **Number:** The affairs of this Association shall be managed by a Board of Three (3) Directors, none of whom need be Members of the Association or residents of the Property.

2. **Term of office:** The initial Board of Directors has been designated in the Articles of Incorporation. The initial Board of Directors, or their successors, shall serve until the first Board of Directors is elected by the Members after the Election Date. If a vacancy occurs in the initial Board of Directors, such vacancy shall be filled by the Declarant until the Election Date. If a vacancy occurs on the Board of Directors after the Election Date, the vacancy may be filled by the remaining directors then in office, though less than a quorum. At the first annual meeting of the Members held after the Election Date, the Members shall elect three (3) Directors; two (2) Directors for a term of two (2) years and one (1) Director for a term of one (1) year. At each annual meeting thereafter, the Members shall elect Directors for a term of two (2) years in the number required to maintain the membership of the Board.

3. **Removal:** Any Director may be removed from the Board, with or without cause, by two-thirds (2/3) of the votes in the Association. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

4. **Compensation:** No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expense incurred in the performance of duties as a Director.

## V.

## NOMINATION AND ELECTION OF DIRECTORS

1. **Nomination:** After the Election Date, nominations for election to the Board shall be made by a Nominating Committee and may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman who shall be a Director, and two or more other persons. The Nominating Committee shall be appointed by the President prior to each annual meeting, to serve from the close of that annual meeting until the close of the next annual meeting and shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-members.

2. **Election:** Election to the Board may be by secret written ballot or by voice vote, as determined by the President or such other officer as may preside over the meeting. At the election the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of

the Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

VI.

MEETINGS OF DIRECTORS

1. Regular Meetings: Regular meetings of the Board shall not be held less than annually and, as determined by the Board, at such place and hour as may be fixed by resolution of the Board.

2. Special Meetings: Special meetings of the Board shall be held when called by the President or by any two Directors upon not less than three (3) days notice to each Director.

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

4. Action Taken Without a Meeting: The Directors may take any action in the absence of a meeting which they could take at a meeting if a consent in writing setting forth the action taken, shall be signed by all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

VII.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers: The Board shall have power to:

- a. Manage the Common Properties for the benefit of the Members; and establish penalties for the infraction of the rules and regulations; and
- b. suspend a Member's voting rights during any period in which the Member is in default in the payment of any assessment levied in accordance with the Declaration. These rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; and
- c. exercise on behalf of the Association all powers, duties, and authority vested in, or delegated to, the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and



- d. declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board or four (4) Board meetings within one (1) year; and
- e. employ a manager, an independent contractor, or other employees as deemed necessary and prescribe their duties; and
- f. provide and maintain, to the extent determined appropriate by the Association, the Common Properties and services of overall benefit to the owners, residents, and occupants in general, including, but not by way of limitation, maintenance of the Common Properties, easements conveyed to the Association; maintenance of the rights of way of the major thoroughfares, highways, parkways, and county flood control areas that are within or adjacent to the boundaries of the Property; police and security services; emergency medical service; fire protection; mosquito control; garbage and refuse collection; recreational programs and facilities; and other services, facilities, and activities as may be in the community's interest; and
- g. maintain the street right of and esplanades within the right of ways; and
- h. contract for other services as deemed necessary by the Board.

2. Duties: It shall be the duty of the Board to:

- a. cause to be kept a complete record of all its acts and corporate affairs and present a statement of the record to the Members at the annual meeting of the Members, or at any special meeting when a statement is requested in writing by one-fourth (1/4) of the votes in the Association; and
- b. supervise all officers, agents, and employees of this Association and see that their duties are properly performed; and
- c. as more fully provided in the Declaration;

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CAPITOL CHEVROLET

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- (1) fix the amount of the annual assessment against each Dwelling Unit at least thirty (30) days in advance of each annual assessment period; and
  - (2) initiate a vote to approve special assessments when determined necessary by the Board; and
  - (3) levy enforcement assessments when necessary; and
  - (4) send written notices of each assessment to every Owner subject to the assessment; and
  - (5) enforce payment, by all lawful means available, of all assessments which are not paid within thirty (30) days after the due date.
- d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of the certificate. If a certificate states an assessment has been paid, the certificate shall be conclusive evidence of such payment; and
- e. indemnify its Directors, officers, employees, and agents to the full extent permitted by the laws of the State of Texas; and
- f. procure and maintain adequate liability and hazard insurance, including Director and Officer Liability coverage, for the Association, the Board, and that property owned by the Association that the Association determines should be insured; and
- g. cause all officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and
- h. unconditionally accept conveyance of the Common Properties by Declarant and thereafter cause the Common Properties to be maintained; and
- i. administer the use restrictions of the Declaration.

VIII.  
OFFICERS AND THEIR DUTIES

1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board shall determine. The offices of Secretary and Treasurer may be held by the same Director. All officers shall at all times be members of the Board.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

3. Term. The term of each office shall be one (1) year and officers shall hold office for one year and until their successors are qualified, unless unable to do so by reason of resignation, removal, or disqualification.

4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice and, unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

6. Duties. The duties of the officers are as follows:

- a. President. The President shall preside at all meetings of the Board; see that orders and resolutions of the Board are carried out; and have authority to sign all leases, contracts, mortgages, promissory notes, deeds, and other written instruments on behalf of the Association.
- b. Vice President. The Vice President shall act in the place of the President in the event of absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required by the Board.
- c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the seal; give notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses.

- d. Treasurer. The Treasurer shall supervise the receipt and depositing in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board; have authority to sign approved promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a competent accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the Members; and perform such other duties as required by Board.

#### IX. COMMITTEES

The Board shall appoint a Modification Committee as provided in the Declaration, a Nominating Committee as provided in these Bylaws, and other committees as deemed appropriate in carrying out its purposes.

#### X. BOOKS AND RECORDS

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

#### XI. ASSESSMENTS

As more fully provided in the Declaration, each Dwelling Unit is subject to annual, special, and enforcement assessments which are secured by a continuing and contractual lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate of interest provided by applicable law, and the Association may either bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the costs of collection of any enforcement action, including reasonable counsel fees, shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for

any assessment by non-use of the Common Facilities and Common Properties or abandonment of the property subject to assessment or any other means.

## XII. APPEALS

1. Right of Appeal. Any decision of the New Construction or Modification Committee, or any other committee appointed by the Board, may be appealed, provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of the committee until the Board amends or reverses the committee's decision.
2. Appeals Petitions. Appeals petitions shall be legibly written and shall be submitted in a form satisfactory to the Board.
3. Hearing. Any Member filing an appeal shall be entitled to a hearing before the Board upon at least seven (7) days prior written notice to all interested parties.
4. Decisions. Following the hearing, the Board may, by majority vote of a quorum, uphold the decision of the committee in its entirety, amend the decision, or overturn the decision.
5. Further Action. A Member shall exhaust all available remedies as provided in the Bylaws or the Declaration before the Member may resort to a court of law for relief from any committee decision. This limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.


## XIV. MISCELLANEOUS

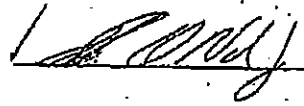
1. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.
2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall be superior; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall be superior.
3. Any notice required to be sent to any Member pursuant to these Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of the mailing.

XV,  
AMENDMENTS

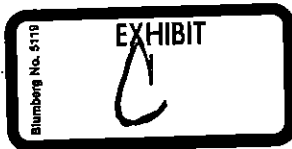
These Bylaws may be amended at any duly called meeting of the Members by a vote of a majority of a quorum of the votes present in person or by proxy. Any proposed amendments to these bylaws must be duly noticed to the membership per meeting notice requirements found in Article III, Section 3, of these Bylaws.

We, all being Directors of the Association, have executed these Bylaws on the 17<sup>th</sup> day of JUNE, 2003.

  
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FILED  
In the Office of the  
Secretary of State of Texas

ARTICLES OF INCORPORATION OF  
FSFCA, INC.

JUN 02 2003

Corporations Section

The undersigned, being a natural person of the age of eighteen (18) years or more, and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, adopt the following Articles of Incorporation for FSFCA, INC., (the "Association").

I.  
CORPORATE NAME

The name of the corporation is FSFCA, INC.

II.  
CORPORATE ADDRESS AND AGENT

The street address of the Association's initial registered office is 3108 North Lamar Blvd., Suite 100, Austin, TX 78705, and the name of its initial registered agent at such address is Charles D. Nash.

III.  
CORPORATE STATUS

The Association is a non-profit corporation. The Association is not formed for pecuniary profit. No part of the income or assets of the Association is distributable to or for the benefit of its members, directors, or officers, except to the extent permissible under law.

IV.  
PURPOSES AND POWERS OF THE ASSOCIATION

The Association is formed for the purposes of providing for community, civic, and social welfare of the owners, residents, and occupants of the land which may at any time, and from time to time, be subject to certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), Supplemental Restrictions or Annexation Agreements to be recorded in the Official Public Records of Real Property of Hays County, Texas, and to promote the health, safety, and welfare of the owners, residents, and occupants, and for these purposes to:

- a. provide and maintain the common properties and services of overall benefit to owners, residents, and occupants of the land subject to the jurisdiction of the Association, including, but not by

way of limitation, lighting and cleaning of the streets internal to the land; maintenance of the common properties, conveyed to or owned by the Association; maintenance of street right of ways adjacent to landscaping and esplanades within the right of ways; recreation; and other services, facilities and activities as may be in the community's interest.

- b. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration;
- c. fix, levy, collect, and enforce payment by the lawful means of all assessments pursuant to the terms of the Declaration;
- d. pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, and governmental charges levied or imposed against the property of the Association;
- e. acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of interests in and to real or personal property in connection with the affairs of the Association;
- f. borrow money and with the approval of a majority of the votes of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;
- g. dedicate, sell, or transfer all, or any part, of the parks, and common properties owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; provided that no conveyance of any parks, or common properties other than the granting of utility easements shall be permitted except to a public entity established for purposes similar to the Association or which shall be dedicated to the preservation of community purposes and interest and which is capable of maintaining and agreeing to maintain the same; and further provided that any dedication, sale, or transfer other than for utility easements shall be approved by a 2/3 majority of the votes in the Association;
- h. participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any merger or consolidation shall be approved by a 2/3 majority of the votes in the Association;



- I. establish and enforce rules and regulations governing the use, operation, maintenance, control and disposition of property to which the Association holds title or to which control is vested in the Association; and
- J. exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Texas by law now or hereafter may have or exercise; provided that none of the objects or purposes set out in these Articles shall be construed to authorize the Association to do any act in violation of the Texas Non-Profit Corporation Act, and all such objects or purposes are subject to the Act.

#### V. MEMBERSHIP

Every person or entity who is a record owner of fee simple title to any property subject to assessment by the Association shall be a member of the Association. Persons or entities who hold an interest in any property subject to assessment merely as security for the performance of any obligation shall not, however, be members. Membership shall be appurtenant to and may not be separated from property ownership, which shall be the sole qualification to be a member.

#### VI. VOTING RIGHTS

Votes in the Association shall be assigned on the basis of lots shown upon a recorded subdivision map or plat recorded by CDN Farm, Ltd., a Texas limited partnership ("Declarant") upon which there has been or will be constructed a single-family residence, including plots that have been combined into one composite single-family residential lot.

For as long as Class B votes shall continue to exist, there shall be two classes of votes in the Association, as follows:

**Class A.** Class A Members shall be all Owners of Assessable Tracts which are Residential Lots, with the exception of the Declarant (unless and until its Class B Membership converts to Class A Membership as contemplated below), and each such Class A Member shall be entitled to one vote for each Residential Lot owned by such person or entity. When more than one person holds an interest in a single Residential Lot, all such persons shall be Members. The vote of such Residential Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any

one Residential Lot. If the co-owners of a single Residential Lot do not vote unanimously and in unison, no vote for that Lot shall be counted.

**Class B.** Class B Members shall be the Declarant, who shall be entitled to Twenty (20) votes in the Association for each Residential Lot owned by it and nine (9) votes in the Association for each one quarter acre (or major portion) of land owned by it within any unplatted property owned by Declarant. Class B Membership shall cease and be converted to Class A Membership (as to Residential Lots owned by Declarant) on the happening of the earliest to occur of the following three events (A or B):

- (A) The twenty-fifth (25th) anniversary date of the first recordation of this Declaration; or
- (B) When the Declarant terminates Class B Membership by an instrument filed in the Real Property Records of Hays County, Texas.

#### VII. DURATION

The Association shall exist perpetually.

#### VIII. DISSOLUTION

The Association may be dissolved upon approval by 2/3 majority of the total votes in the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, the assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

#### IX. BOARD OF DIRECTORS

**Section 1.** The number of Directors constituting the Board of Directors of the Corporation and their qualifications shall be fixed or determined by, or in the manner provided in, the Bylaws of the Corporation, except that the initial Board of Directors shall be established in accordance with Section 3 below.

**Section 2.** The number of Directors may be increased or decreased from time to time by the manner provided in the Bylaws, except that no decrease shall have the

effect of shortening the term of any incumbent Directors. In the absence of a Bylaw providing for the number of Directors, or should the corporation fail to determine the number of Directors in the manner provided in the Bylaws, the number shall be the same as the number of Directors constituting the initial Board of Directors.

Section 3. The initial Board of Directors shall consist of three (3) Directors. The names and addresses of the persons hereby elected to serve as Directors of the Corporation until the first annual meeting of the members, or until a successor or successors shall have been elected and qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
1. Charles D. Nash	3108 N. Lamar Blvd. Suite 100 Austin, Texas 78705
2. Charles D. Nash, Jr.	1035 Hwy 123 San Marcos, Texas 78666
3. William O. Cromwell, III	3108 N. Lamar Blvd., Suite 100 Austin, Texas 78705

#### X. INDEMNIFICATION

The Association shall indemnify any person who was, or is, threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person: (i) is, or was, a Director or officer of the Association; or (ii) while a Director or officer of the Association is, or was, serving at the request of the Association, as a trustee, officer partner, venturer, proprietor, Director, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director under the Texas Non-Profit Association Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Association expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Association Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may, at any time thereafter, bring suit against the Association to recover the unpaid amount of the claim. And if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas

Non-Profit Association Act, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification, or advancement of costs of defense to, the claimant is permissible in the circumstances, nor an actual determination by the Association (including its Board of Directors, or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of that person's heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members, if any, or Directors, agreement, or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such persons. The Association may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Association may purchase and maintain insurance on behalf of any person who is serving the Association (or another entity at the request of the Association) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability under this Article or by statute. Notwithstanding the foregoing, no person shall be indemnified pursuant to the provisions of this Article and no insurance may be maintained on behalf of any person if such indemnification or maintenance of insurance would subject the Association or such person to income or excise tax under the Internal Revenue Code of the United States as in effect from time to time, including any tax asserted under Chapter 42 of the Code. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

#### ARTICLE XI DIRECTOR LIABILITY

To the fullest extent permitted by applicable law, no Director of the Association shall be liable to the Association for monetary damages for an act or omission in such Director's capacity as a Director of the Association, except that this paragraph shall not eliminate or limit the liability of a director of the Association to the extent the Director is found liable for any of the following:

- a. A breach of such Director's duty of loyalty to the Association;

- b. An act or omission not in good faith that constitutes a breach of duty of the Director to the Association, or an act or omission that involves intentional misconduct or a knowing violation of the law;
- c. A transaction from which such Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such Director's office; or
- d. An act of omission for which the liability of such Director is expressly provided for by statute.

Any repeal or amendment of this Article by the Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a Director of the Association is not personally liable as set forth in the foregoing provisions, a Director shall not be liable to the Association to such further extent as permitted by applicable any law hereafter enacted, including without limitation, any subsequent amendments of the Texas Miscellaneous Association Laws Act or the Texas Non-Profit Association Act.

#### ARTICLE XII BY LAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation and the Declaration. Those bylaws may be amended by the Class B Members on their own motion from the date hereof until termination of the Class B membership on the Conversion Date. Alternatively, the Bylaws may be amended at a regular or special meeting of the Members by a vote of the Members holding a majority of the votes of the Class A Members that are present in person or by proxy and the assent of the Class B Members, if any.

#### ARTICLE XIII

The Association is a non-profit corporation, without capital stock, organized solely for the purposes specified in Article IV; and no part of the Association's property, whether income or principal, shall ever inure to the benefit of, or be distributable to, any Director, officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such Director, officer, employee, or individual receive or be lawfully entitled to receive any profit from the operations of the Association except a reasonable allowance for salaries or their compensation for personal services actually rendered in carrying out one or more of its stated purposes.

#### XIV.

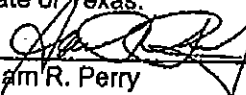
INCORPORATOR

The name and address of the incorporator is:

Sam R. Perry  
901 Congress Avenue  
Austin, Texas 78701

ACCEPTANCE

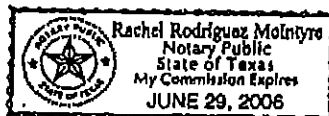
I, the undersigned, being the sole incorporator of this corporation, have executed these Articles of Incorporation on this the 2nd day of June, 2003, for the purpose of forming this corporation under the laws of the State of Texas.

  
\_\_\_\_\_  
Sam R. Perry

THE STATE OF TEXAS   §  
COUNTY OF TRAVIS   §

Before me, a notary public, on this day personally appeared, SAM R. PERRY, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, has declared that the statements therein are true and correct.

Given under my hand and seal on the 2nd day of June, 2003.



Seal Showing Name and  
Commission Expiration

  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas

Fileserver:CLIENTS:FourSeasonsFarms (FSFCA, INC.):Rules7-13.doc

**After recording, please return to:**

Niemann & Heyer, L.L.P.

Attorneys At Law

Westgate Building, Suite 313

1122 Colorado Street

Austin, Texas 78701