

Spicewood Airport and Pilots Association

Governing Documents

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**Prepared by Wesley Perkins
Secretary Spicewood Airport and Pilots Association
June 16, 2021**



Spicewood Airport and Pilots Association

Articles of Incorporation



RESTATED CERTIFICATE OF FORMATION

OF

SPICEWOOD AIRPORT AND PILOT ASSOCIATION, INC.

The undersigned natural persons over the age of 18, adopt the following Restated Articles of Incorporation of SPICEWOOD AIRPORT AND PILOT ASSOCIATION, INC.

ARTICLE 1

NAME

The name of the Corporation is
SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC.

ARTICLE 2

NONPROFIT CORPORATION

The Corporation is a nonprofit corporation. When it dissolves, all of its assets will be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(C)(4) for one or more purposes exempt under the Texas franchise tax.

ARTICLE 3

DURATION

The Corporation will continue in perpetuity

ARTICLE 4

PURPOSES

The purposes for organizing the Corporation are for providing for maintenance and preservation of:

- a. The properties known as Windermere Airpark, a platted subdivision in Burnet County, Texas, which is subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions of Windermere Airpark (hereinafter called the "Declaration"), recorded or to be recorded in the Real Property Records of Burnet County, Texas;
- b. The easements filed of record in the Burnet County Real Property Records allowing ingress, egress, taxiing and taking off, for the members; and
- c. Any additional properties that may hereafter be brought within the jurisdiction of this

Association by the imposition on such additional properties of one or more Supplemental Declarations of Covenants, Conditions and Restrictions covering such properties (hereinafter singly called a "Supplemental Declaration" and collectively called the "Supplemental Declarations"), and to perform the other functions and services and to achieve the other purposes provided for and referred to in the Declaration and the Supplemental Declarations; and to

a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and all Supplemental Declarations, as the same may be amended or supplemented from time to time as therein provided, the same being incorporated herein as if set forth at length;

b. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and all Supplemental Declarations; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the properties of the Associations.

ARTICLE 5 POWERS

Except as these Articles otherwise provide, the Corporation has all the powers provided in the Texas Non-Profit Corporation Act. Moreover, the Corporation has all implied powers necessary and proper to carry out its express powers. The Corporation may reasonably compensate members, directors, or officers for services rendered to or for the Corporation in furtherance of one or more of its purposes.

ARTICLE 6 RESTRICTIONS AND REQUIREMENTS

The Corporation may not pay dividends or other corporate income to its members, directors, or officers, or otherwise accrue distributable profits, or permit the realization of private gain. The Corporation may not take any action prohibited by the Texas Non-Profit Corporation Act. The Corporation may not engage in any activities, except to an insubstantial degree, that do not further its purposes as set forth in these Articles.

The Corporation may not take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501 (c) (4) and related

regulations, rulings, and procedures. Nor may it take any action that would be inconsistent with the requirements for receiving tax-deductible charitable contributions under Internal Revenue Code Section 170(O)(2) and related regulations, rulings, and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the Corporation may not:

a. Engage in activities or use its assets in manners that do not further one or more exempt purposes, as set forth in these Articles and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.

b. Serve a private interest other than one clearly incidental to an overriding public interest.

c. Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures.

d. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include publishing or distributing statements and any other direct or indirect campaign activities.

e. Have objectives characterizing it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.

f. Distribute its assets on dissolution other than for one or more exempt purposes. On dissolution, the Corporation's assets will be distributed to the state government for a public purpose, or to an organization exempt from taxes under Internal Revenue Code Section 501(c) (4) to be used to accomplish the general purposes for which the Corporation was organized.

g. Permit any part of the Corporation's net earnings to inure to the benefit of any private shareholder or member of the Corporation or any private individual.

h. Carry on an unrelated trade or business, except as a secondary purpose related to the Corporation's primary, exempt purposes.

ARTICLE 7

MEMBERSHIP

The Corporation will have one or more classes of members as provided in the bylaws.

ARTICLE 8

REGISTERED OFFICE AND AGENT

The street address of the Corporation's registered office is 111 Piper Lane, Spicewood, Texas, 78669 The name of the current registered agent at this office is Andrew R. Heller.

ARTICLE 9
MANAGING BODY OF CORPORATION

The management of the corporation is vested in its Board of Directors and such committees of the board that the board may, from time-to-time, establish. The bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors.

In electing directors, members may give one vote per candidate to as many candidates as the number of directors to be elected.

The Board will consist of seven (7) persons. The Board will consist of six class A members and one class B member. The number of directors may be increased or decreased by amending bylaws. The number of directors may not be decreased to fewer than five (5) with one (1) class B director.

ARTICLE 10
LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director except as otherwise provided by a Texas statute.

ARTICLE 11
INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation regardless of the provisions of the Texas Non-Profit Corporation Act governing indemnification.

As the bylaws provide, the Board may define the requirements and limitations for the Corporation to indemnify directors, officers, members, or others related to the Corporation.

ARTICLE 12
CONSTRUCTION

All references in these Articles to statutes, regulations, or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE 13
CURRENT BOARD OF DIRECTORS

The name and street address or post-office address of the current Board of Directors are:

Director	Address
BARRY STEIN	153 Mooney Circle, Spicewood, TX 78669
ANDREW R. HELLER	4505 Hennig, Austin, Tx 78738
PATRICIA GERINO	100 Cessna Ln, Spicewood, Texas 78669
RICHARD T. SCHAEFER	117 Piper Ln, Spicewood, TX 78669
DANA MARTIN	205 Coventry, Spicewood, TX 78669
WESLEY PERKINS	401 Bella Montagna Circle
CLAY JOHNSON	121 Piper Lane, Spicewood, TX 78669

ARTICLE 14
ACTION BY WRITTEN CONSENT

Action may be taken by use of signed written consents by the number of members, directors, or committee members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted or by email unanimous consent. Each written consent must bear the date of signature of each person signing it. A consent signed by fewer than all of the members, directors, or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within 60 days after the date of the earliest-dated consent delivered to the Corporation. Delivery must be made by email, hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action requires documents to be filed with the Secretary of State, the filed documents will state that the written-consent procedures or emailed consent procedures have been properly followed.

A telegram, telex, email, cablegram, or similar transmission by a member, director, or committee member, or photographic, facsimile, or similar reproduction of a signed writing is to be regarded as being signed by the member, director, or committee member.

We execute these Restated Certificate of Formation on August 21, 2019.

By: Andrew R. Heller
Andrew R. Heller, President



Office of the Secretary of State

CERTIFICATE OF FILING OF

Spicewood Airport and Pilots Association, Inc
149684501

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 08/23/2019

Effective: 08/23/2019



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Spicewood Airport and Pilots Association

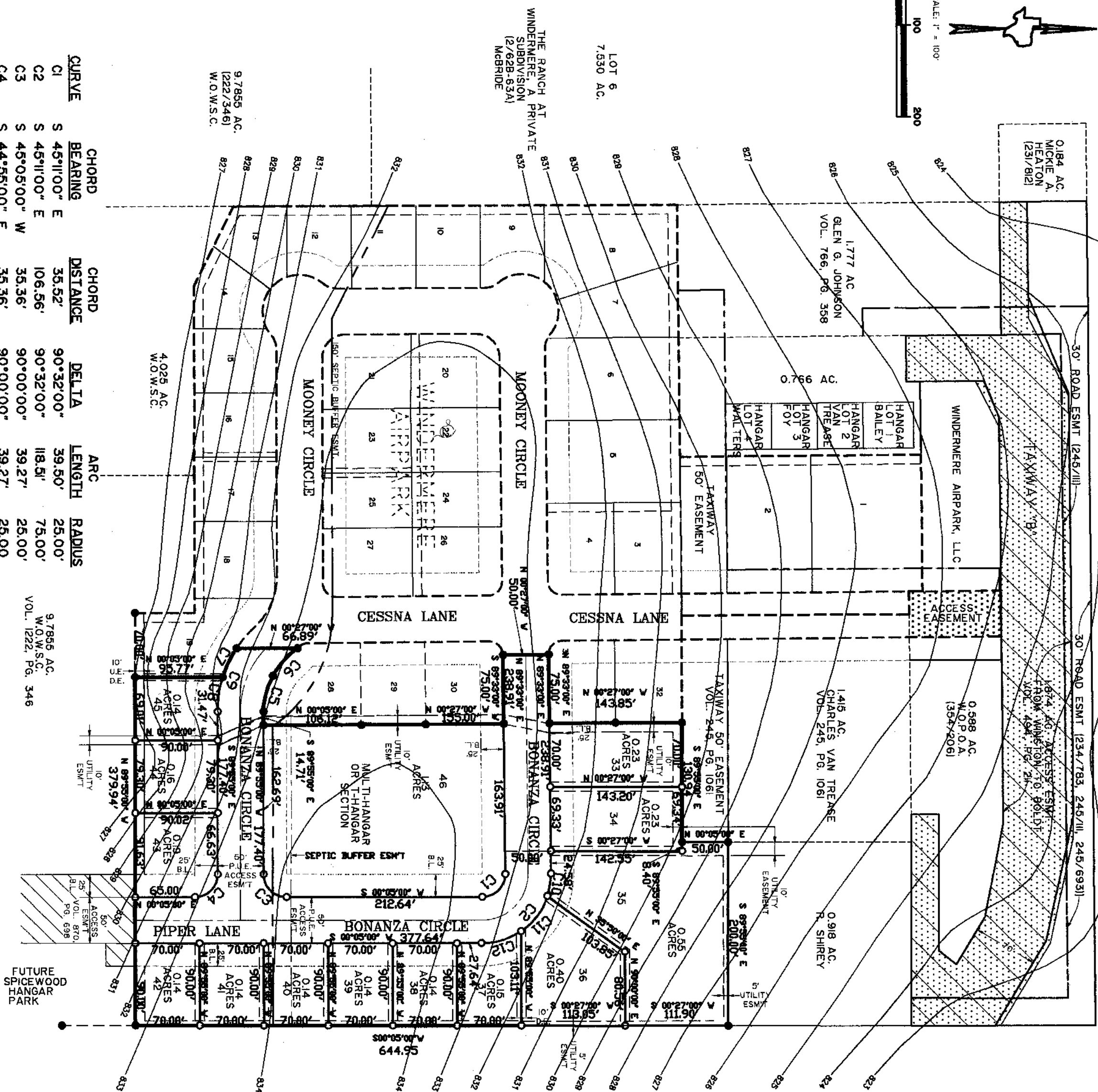
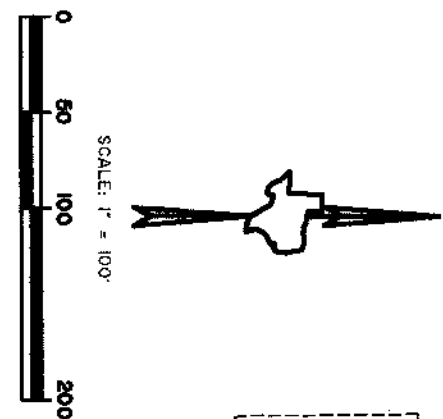
Articles of Incorporation

Windermere Airpark Plated Subdivision



WINDERMERE AIRPARK II (PRIVATE)
 LOTS 33 THRU 46
 BURNET COUNTY, TEXAS

WINDERMERE OAKS
 NEW: 1/70A, OLD: 2/88I



RUNWAY EASEMENT VOL. 237 PG. 461

CURVE	BEARING	CHORD DISTANCE	DELTA	ARC LENGTH	RADIUS
C1	S 45°11'00" E	35.52'	90°32'00"	39.50'	25.00'
C2	S 45°11'00" E	106.56'	90°32'00"	118.51'	75.00'
C3	S 45°05'00" W	35.36'	90°00'00"	39.27'	25.00'
C4	S 44°45'00" E	35.36'	90°00'00"	39.27'	25.00'
C5	S 66°08'37" E	60.47'	47°32'45"	62.24'	75.00'
C6	S 46°43'24" E	18.97'	08°42'18"	18.99'	125.00'
C7	N 64°33'08" W	34.32'	15°46'52"	34.43'	125.00'
C8	S 81°04'47" E	37.97'	17°28'26"	38.12'	125.00'
C9	S 73°17'21" E	71.54'	33°15'18"	72.55'	125.00'
C10	N 80°56'37" W	24.77'	19°00'47"	24.89'	75.00'
C11	N 52°52'22" W	47.75'	37°07'42"	48.60'	75.00'
C12	N 17°06'46" W	44.35'	34°23'32"	45.02'	75.00'

9.7895 AC.
 W.O.W.S.C.
 VOL. 1222, PG. 346

LEGEND

- 1/2" STEEL PIN FOUND
- 1/2" STEEL PIN SET
- BUILDING LINE SETBACK
- P.U.E. PUBLIC UTILITY EASEMENT (ESMT)
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT

NOTES:

- 1) IN APPROVAL OF THIS PLAT BY COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS IT IS UNDERSTOOD THAT BUILDING AND MAINTENANCE OF ALL STREETS, ROADS, AND OTHER PRIVATE THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT AND BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, AND OTHER THOROUGHFARES IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS/DEVELOPERS AND HIS OR HER(S) ACCORDING TO PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS. MAINTENANCE OF ALL STREETS, ROADS AND THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OF THIS SUBDIVISION.
- 2) AN EASEMENT 5 FEET IN WIDTH ON EITHER SIDE OF EACH PROPERTY LINE ARE HEREBY RETAINED FOR DRAINAGE EASEMENTS AND/OR UTILITIES.
- 3) MAXIMUM DRIVEWAY WIDTH OF 30' REQUIRED IN ORDER TO COMPLY WITH L.C.R.A.
- 4) PERTAINING TO GARBAGE AND WASTE MATERIAL DISPOSAL IN THIS SUBDIVISION, EACH LOT OWNER SHALL CONFORM TO THE REQUIREMENTS AS SET OUT BY THE STATE HEALTH DEPARTMENT AND SHALL STRICTLY ADHERE TO SUCH REGULATIONS AND REQUIREMENTS BY REMOVING AND DUMPING ON APPROVED GROUNDS OR THROUGH SPECIAL SERVICES SETUP BY OTHERS FOR THIS PURPOSED.
- 5) THIS PLAT IS SUBJECT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN VOL. 805, PAGE 54.
- 6) THE PROPERTY ENCOMPASSED BY THIS PLAT IS LOCATED IN A PRIVATE UTILITY DISTRICT OPERATED BY WINDERMERE OAKS WATER SUPPLY CORPORATION. THE PURPOSE OF THE UTILITY DISTRICT, AMONG OTHER ITEMS, IS TO PROVIDE WATER AND SEWER FACILITIES FOR THE WINDERMERE OAKS SUBDIVISION AND OTHER ADJACENT AREAS. NO PRIVATE WELLS OR SEPTIC SYSTEMS ARE PERMITTED ON THE PROPERTY ENCOMPASSED BY THIS PLAT, EXCEPT AS MAY BE OPERATED BY WINDERMERE OAKS WATER SUPPLY CORPORATION.

A SUBDIVISION PLAT ESTABLISHING:

WINDERMERE AIRPARK II

5,020 ACRES OF LAND LOCATED IN THE MARIA SALINAS SURVEY NO.17, ABS. NO. 776, BURNET COUNTY, TEXAS, PART OF A 29.037 ACRE TRACT, AS RECORDED IN VOL. 752 PAGE 182, BURNET COUNTY DEED RECORDS.



RIVER CITY ENGINEERING
 3801 S. 1st. STREET
 Austin, Texas 78704-7047
 PH:512-443-3006 FAX:512-443-3006

SHEET 1 OF 2

Plan Name: Utility - Plat - Sub
 Date: 08/22/12
 Drawn By: J. L. LAM
 Checked By: T. D. V.
 Scale: 1" = 100'

WINDERMERE AIRPARK II (PRIVATE)
 LOTS 33 THRU 46
 BURNET COUNTY, TEXAS

STATE OF TEXAS:

COUNTY OF BURNET: KNOW ALL MEN BY THESE PRESENTS:

That Windermere Airpark, a Texas Limited Liability Company, acting herein by and through its co-owner, Malcolm D. Bailey, owner of 29.037 acres of land in the Maria Salinas Survey No. 17, Abstract No. 776 in Burnet County, Texas recorded in Volume 752, page 182 of the Deed Records of Burnet County, Texas do hereby subdivide 5.020 of said 29.037 acres according to the accompanying plat to be known as

WINDERMERE AIRPARK II

and do hereby adopt this map or plat of the said subdivision to be the official plat of same and do hereby dedicate to the property owners association all of the streets and easements shown hereon.

Witness my hand this 21st day of Dec. 1999.

BY: Malcolm D. Bailey
 Malcolm D. Bailey
 205 Coventry Rd.
 Spicewood, TX 78669

STATE OF TEXAS
 COUNTY OF Burnet

Before me, the undersigned authority, on this day personally appeared
 Malcolm D. Bailey

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the same purpose and considerations therein expressed and in the capacity therein stated given under my hand and seal of office, this 21st day of Dec. 1999 A.D.

Malcolm D. Bailey
 Notary Public in and for the state of Texas

My commission expires 12/18/02
2810 E. 21st St.
Spicewood, TX 78669
 City, State, Zip Code



K.D. Pontesso, P.E.
 TEXAS REGISTERED PROFESSIONAL ENGINEER NO. 84509
 RIVER CITY ENGINEERING, INC.
 3801 SOUTH FIRST ST.
 AUSTIN, TEXAS 78704-7047

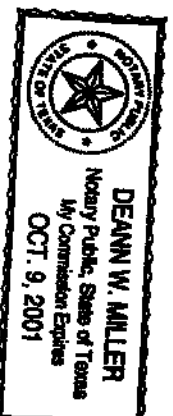


STATE OF TEXAS
 COUNTY OF TRAVIS
 Before me, the undersigned authority, on this day personally appeared K.D. Pontesso, P.E., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office, this 17th day of Nov. 1999 A.D.

Notary Public in and for the state of Texas
 My commission expires OCTOBER 9, 2001

3801 SOUTH FIRST STREET
 Street Address
 AUSTIN, TX 78704-7074
 City, State, Zip Code



1, Martin McLean, Judge of Burnet County, Texas do hereby certify that the attached map and plat and accurate field notes and above certificate of dedication of The Windermere Airpark II, having been duly presented to Commissioner's Court of Burnet County, Texas and by said court duly considered, were on this day approved, and said map and plat and field notes accompanying same authorities to be registered and recorded in the proper records in the office of the County Clerk of Burnet County, Texas.

Witness my hand and seal of said court on this, the 3rd day of Feb. 1999 A.D.

Martin McLean
 MARTIN McLEAN
 COUNTY JUDGE,
 BURNET COUNTY, TEXAS

Janet Parker
 JANET PARKER
 COUNTY CLERK,
 BURNET COUNTY, TEXAS

ALL THE PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S LAKE TRAVIS AND UPPER HIGHLANDS NONPOINT SOURCE POLLUTION CONTROL ORDINANCE.

CONSERVATION EASEMENT-The easement is for the protection of the environment by improving the quality of stormwater runoff from developed lands. No structure, other improvement or development activity of any kind, other than native plant enhancement may be placed, erected or implemented within the easement unless specifically authorized and approved in writing in advance by the LCRA its successors and assigns or other governmental entity with authority to permit such improvement for the protection of the environment. The dedicated conservation easements met the performance standards of the NPS ordinance for development. Should any other land use be proposed on any lot herein a NPS construction permit from the LCRA is required.

B. E. Crutcher
 LOWER COLORADO RIVER AUTHORITY (L.C.R.A.)
 DATE 1/25/2000

PRINT NAME:

STATE OF TEXAS:
 COUNTY OF BURNET:

1, Stuart W. Watson, a Licensed State registered professional land surveyor, Texas Registration Number 4550, do hereby certify that this plat of "Windermere Airpark II", was prepared from an actual survey made on the ground of the property shown hereon, under my direction and supervision, and that, to the best of my knowledge and belief, said plat is a true and correct representation of same, and that all corners are as found or place hereon.

Witness my hand this 17th day of NOV. 1999.

Stuart W. Watson
 STUART W. WATSON, R.P.L.S.
 TEXAS NO. 4550
 WATSON SURVEYING
 9501 CAPITOL OF TEXAS HWY, SUIT 303
 AUSTIN, TEXAS 78759

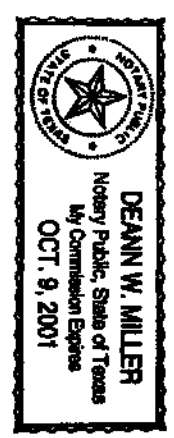
STATE OF TEXAS
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STUART W. WATSON, R.P.L.S. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF Nov. 1999.

Deann W. Miller
 DEANN W. MILLER
 Notary Public, State of Texas
 My Commission Expires OCT. 9, 2001

3801 S. First St.
 Austin, TX 78704
 CITY, STATE, ZIP CODE



STATE OF TEXAS:
 COUNTY OF BURNET:

1, Janet Parker, Clerk of the County Court of Burnet Texas, do hereby certify that on the 3rd day of Feb. 1999 A.D., The Commissioner's Court of Burnet County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of the said court in book X, page(s) 219

Witness my hand and seal of office of the County Court of the said County 3rd day of Feb. 1999 A.D.

JANET PARKER, COUNTY CLERK, BURNET COUNTY, TEXAS

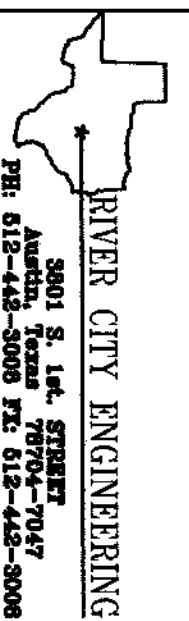
DEPUTY Janet Parker
By: Stephanie Smith, Deputy

STATE OF TEXAS:
 COUNTY OF BURNET:

1, Janet Parker, County Clerk of County Court of said county, do hereby certify that the foregoing instrument with its certificate of authentication was filed for record on the 3rd day of Feb. 1999 at 1:10 o'clock P.M. and was duly recorded this 3rd day of Feb. 1999 at 1:10 o'clock P.M. in book 219 page(s) 219 of the Plat Records of Burnet County, Texas

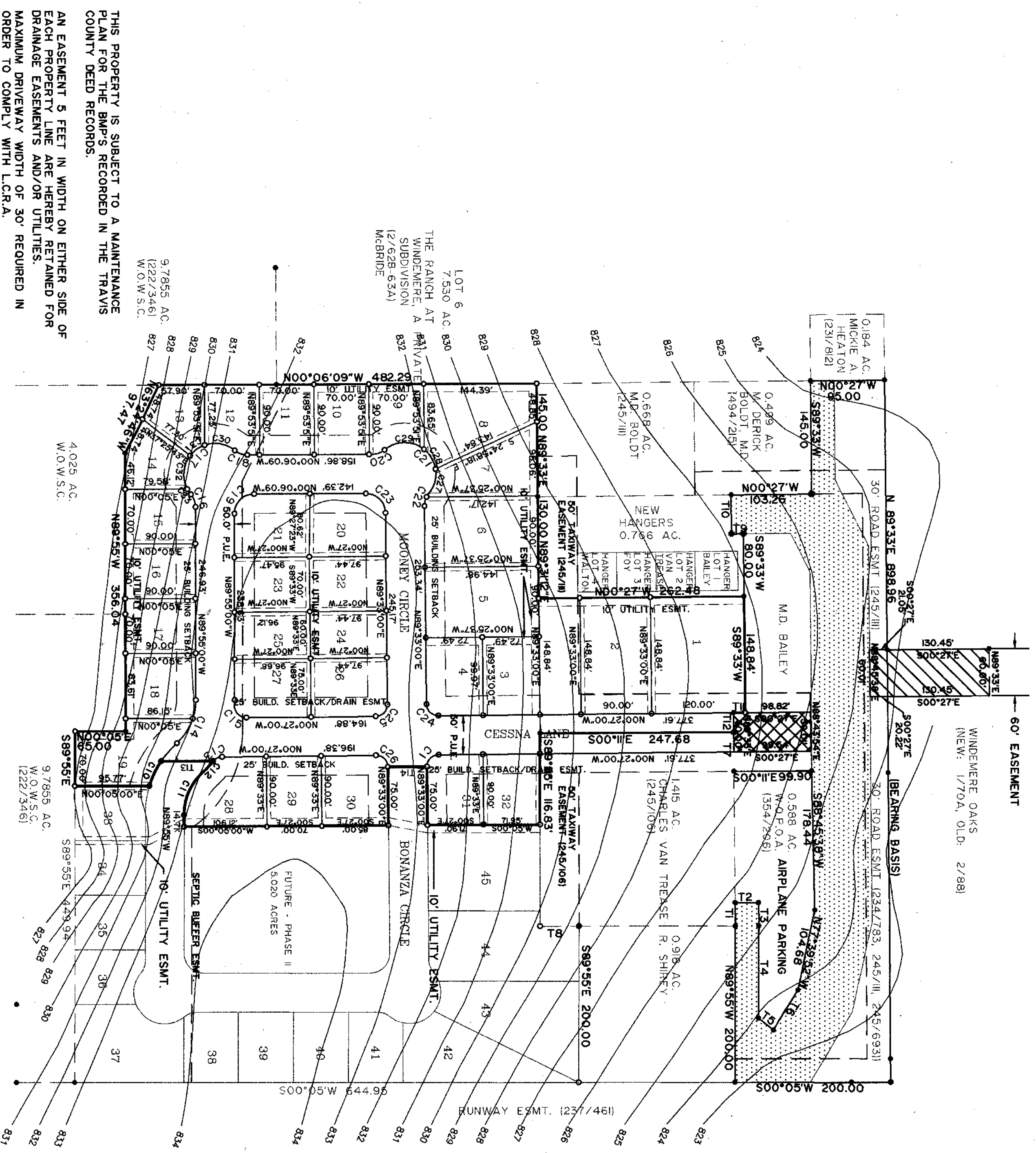
Janet Parker
 JANET PARKER, COUNTY CLERK, BURNET COUNTY, TEXAS
By: Stephanie Smith, Deputy

THE NO. UNIT	PLAT	DESIGNED BY	CALL
NO. 33	46	DR. J. L. B.	100'
SCALE	1" = 100'	DATE	1/25/2000
SHEET 2 OF 2			



WINDERMERE AIRPARK
BURNET COUNTY, TEXAS

9551



WINDERMERE OAKS
(NEW: 1/70A, OLD: 2/98)

60' EASEMENT

30' ROAD ESMT (245/111)

30' ROAD ESMT (1234/783, 245/111, 245/693)

30' ROAD ESMT (237/461)

50' TAXIWAY EASEMENT (245/111)

50' TAXIWAY EASEMENT (245/106)

50' TAXIWAY EASEMENT (245/106)

50' TAXIWAY EASEMENT (245/106)

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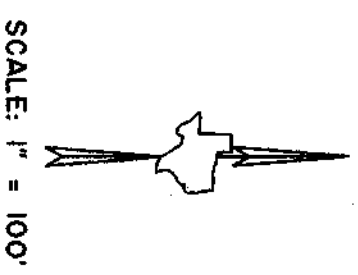
50' TAXIWAY EASEMENT (245/106)

50' TAXIWAY EASEMENT (245/106)

50' TAXIWAY EASEMENT (245/106)

50' TAXIWAY EASEMENT (245/106)

NO.	BEARING	DISTANCE
T1	S89°33'00"W	30.00
T2	N00°27'00"W	30.00
T3	S89°33'00"E	16.32
T4	S89°33'00"E	16.32
T5	N89°33'00"E	24.40
T6	N89°33'00"E	24.40
T7	N00°00'00"E	50.00
T8	N00°00'00"E	50.00
T9	S00°27'00"E	15.00
T10	S00°27'00"E	15.00
T11	S89°33'00"W	14.87
T12	S89°33'00"W	23.00
T13	S00°27'00"W	66.64
T14	N00°27'00"W	66.64



- 1.977 AC. ACCESS ESM'T FROM MALCOLM D. BAILEY L.L.C. TO WINDERMERE AIRPARK L.L.C.
- 0.114 AC. ACCESS ESM'T FROM MALCOLM D. BAILEY L.L.C. TO WINDERMERE AIRPARK L.L.C.
- 0.208 AC. ACCESS ESM'T FROM MALCOLM D. BAILEY L.L.C. TO WINDERMERE AIRPARK L.L.C.

NUMBER	DELTA ANGLE	CHORD DIR.	TANGENT RADIUS	ARC L.	CD. L.
C1	90°00'00"	S 45°27'00" E	15.00	23.56	21.21
C2	16°04'48"	S 64°24'28" E	17.65	125.00	34.94
C3	47°32'54"	N 66°08'37" W	33.04	75.00	62.24
C4	08°42'18"	N 46°43'24" W	9.31	126.00	18.97
C5	50°37'32"	S 25°45'46" E	7.09	15.00	12.83
C6	47°32'45"	N 66°08'37" W	33.04	75.00	62.24
C7	93°56'34"	N 46°21'17" E	15.98	24.51	21.87
C8	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C9	169°14'40"	N 45°00'34" W	42.81	40.00	18.15
C10	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C11	89°48'51"	N 45°00'35" W	24.92	25.00	39.19
C12	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C13	169°14'40"	N 45°00'34" W	42.81	40.00	18.15
C14	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C15	89°48'51"	N 45°00'35" W	24.92	25.00	39.19
C16	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C17	169°14'40"	N 45°00'34" W	42.81	40.00	18.15
C18	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C19	89°48'51"	N 45°00'35" W	24.92	25.00	39.19
C20	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C21	169°14'40"	N 45°00'34" W	42.81	40.00	18.15
C22	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C23	89°48'51"	N 45°00'35" W	24.92	25.00	39.19
C24	39°42'54"	S 70°15'33" W	9.03	23.00	17.33
C25	90°00'00"	S 45°27'00" E	15.00	23.56	21.21
C26	90°00'00"	N 44°33'00" E	15.00	23.56	21.21
C27	37°29'10"	N 79°27'34" E	16.93	15.00	32.66
C28	34°07'16"	S 60°58'09" W	15.34	50.00	29.78
C29	60°32'40"	S 00°45'27" E	29.19	50.00	52.44
C30	46°28'16"	S 10°05'54" W	21.44	50.00	40.18
C31	26°23'10"	S 30°59'37" E	11.72	50.00	23.03
C32	50°56'01"	S 85°08'02" E	23.81	50.00	44.45
C33	09°37'19"	N 56°23'09" E	4.21	50.00	8.39

THIS PROPERTY IS SUBJECT TO A MAINTENANCE PLAN FOR THE BMP'S RECORDED IN THE TRAVIS COUNTY DEED RECORDS.

AN EASEMENT 5 FEET IN WIDTH ON EITHER SIDE OF EACH PROPERTY LINE ARE HEREBY RETAINED FOR DRAINAGE EASEMENTS AND/OR UTILITIES.

MAXIMUM DRIVEWAY WIDTH OF 30' REQUIRED IN ORDER TO COMPLY WITH L.C.R.A.

- LEGEND
- 1/2" STEEL PIN FOUND
 - 1/2" STEEL PIN SET
 - STEEL PIPE FOUND
 - * SPINDLE SET

IN APPROVAL OF THIS PLAN BY COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS IT IS UNDERSTOOD THAT BUILDING AND MAINTENANCE OF ALL STREETS, ROADS, AND OTHER PRIVATE THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAN AND BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR FLEECED IN SUCH STREETS, ROADS, AND OTHER THOROUGHFARES IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR DEVELOPERS OF THE TRACT OF LAND COVERED BY THIS PLAN AND THE PROPERTY OWNERS OF THE TRACTS ADJACENT TO THE COVERED TRACT OF BURNET COUNTY, TEXAS. THE COUNTY WILL NOT ACCEPT THE STREETS AND ROADS IN A PRIVATE SUBDIVISION AND MAINTENANCE.

A SUBDIVISION PLAT ESTABLISHING:
WINDERMERE AIRPARK
7.731 ACRES OF LAND LOCATED IN THE MARIA SALINAS SURVEY NO.17, ABS. NO. 776, BURNET COUNTY, TEXAS, PART OF A 131.653 ACRE TRACT, AS RECORDED IN VOL. 222 PAGE 346, BURNET COUNTY DEED RECORDS.

SHEET 1 OF 2

RIVER CITY ENGINEERING

3801 S. 1st. STREET
AUSTIN, TEXAS 78704
512-448-3008

D 991-2

WINDERMERE AIRPARK
BURNET COUNTY, TEXAS

9551

2-107A

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BURNET:

That Windermere Airpark, a Texas Limited Liability Company, acting herein by and through its owner, Malcolm Bailey, owner of 15,8277 acres of land in the Maria Salinas Survey No. 17, Abstract No. 776 in Burnet County, Texas recorded in Volume 222, page 346 of the Deed Records of Burnet County, Texas do hereby subdivide the said 15,8277 acres according to the accompanying plat to be known as

WINDERMERE AIRPARK

and do hereby adopt this map or plat of the said subdivision to be the official plat of some and do hereby dedicate to the property owners association all of the streets and easements shown hereon.

Witness my hand this 5 day of Oct, 1997.

WINDERMERE

BY: Malcolm Bailey

Malcolm Bailey
205 COVENTRY RD
SPICEWOOD, TX 78669

NOTARY

STATE OF Texas

COUNTY OF Burnet

Before me, the undersigned authority, on this day personally appeared

Malcolm Bailey

Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed and in the capacity therein stated Given under my hand and seal of office, this 5 day of October 1997 A.D.

NOTARY PUBLIC-

In and for Burnet County Texas

Witness my hand this 5 day of October 1997.



Dawn S Madisa

I, P. A. Lackey, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that the property within this plat is not located within the 100 year flood plain as shown on the Federal Flood Insurance Administration Rate Map No. 48053C0380C, Burnet County, Texas dated Nov 16, 1990.

P. A. Lackey

P. A. LACKEY, P.E.
TEXAS REGISTRATION NO. 56363
RIVER CITY ENGINEERING, INC.
3801 SOUTH FIRST ST.
AUSTIN, TEXAS 78704



This property is within the jurisdiction of the Lower Colorado River Authority's Upper Highland Lakes nonpoint source pollution control ordinance. All development activity shall be performed in accordance with the ordinance, as applicable.

Lisa Hatzembuehler
LISA HATZENBUENHLER
LOWER COLORADO RIVER AUTHORITY (L.C.R.A.)

I, Stuart W. Watson, a registered professional land surveyor, Texas Registration Number 4550, do hereby certify that this plat of "Windermere Airpark" was prepared from an actual survey made on the ground of the property shown hereon, under my direction and supervision, and that, to the best of my knowledge and belief, said plat is a true and correct representation of same, and that all corners are as found or place hereon.

Witness my hand this 7 day of Oct, 1997.

Stuart W. Watson

STUART W. WATSON, R.P.L.S.
TEXAS NO. 4550
WATSON SURVEYING
9501 CAPITOL OF TEXAS HWY. #303
AUSTIN, TEXAS 78759



STATE OF TEXAS:
COUNTY OF BURNET:

I, Janet Parker, Clerk of the County Court of Burnet Texas, do hereby certify that on the 13th day of Oct, 1997 A.D., The Commissioner's Court of Burnet County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of the said court in book V, page(s) 218.

Witness my hand and seal of office of the County Court of the said County Burnet day of Oct, 1997, A.D.

JANET PARKER, COUNTY CLERK, BURNET COUNTY, TEXAS

Janet Parker
DEPUTY

STATE OF TEXAS
COUNTY OF BURNET

I, Janet Parker, County Clerk of County Court of said county, do hereby certify that the foregoing instrument, with its Certificate of Authentication was filed for record on the 13th day of Nov, 1997 at 2:00 o'clock P.M. and was duly recorded this 13th day of Nov, 1997 at 5:00 o'clock A.M. in book 2 page(s) 156-157 of the Plat Records of Burnet County, Texas

Janet Parker
JANET PARKER, COUNTY CLERK, BURNET COUNTY, TEXAS

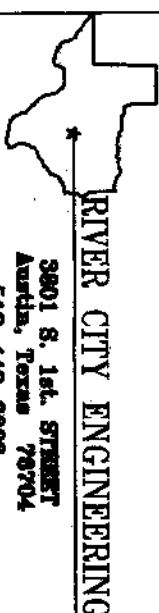
I, Martin McLean, Judge of Burnet County, Texas do hereby certify that the attached map and plat and accurate field notes and above certificate of dedication of The Windermere Airpark having been duly presented to Commissioner's Court of Burnet County, Texas and by said court duly considered, were on this day approved, and said map and plat and field notes, accompanying same authorities to be registered and recorded in the proper records in the office of the County Clerk of Burnet County, Texas.

Witness my hand and seal of said court on this, the 13th day of Oct, 1997 A.D.

Martin McLean
MARTIN McLEAN
COUNTY JUDGE OF
BURNET COUNTY, TEXAS

SHEET 2 OF 2

Job No.	5000-01	Drawn by	SP
Date	9/27	Checked by	SP
Scale	1" = 10'	Reviewed	



3801 S. 1st STREET
AUSTIN, TEXAS 78704
512-449-8008

Spicewood Airport and Pilots Association

Articles of Incorporation

Name Change





Office of the Secretary of State

CERTIFICATE OF FILING OF

Spicewood Airport and Pilots Association, Inc
149684501

[formerly: Spicewood Pilots Association, Inc.]

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 08/20/2019

Effective: 08/20/2019



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

Spicewood Airport and Pilots Association

Bylaws





BYLAWS AFFIDAVIT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.


Date: April 6, 2018

SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC. FILING COMPLIANCE

- 1. Name of Association:** SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC., now currently known as SPICEWOOD PILOTS ASSOCIATION, INC.
- 2. Mailing Address of Association:** 111 Piper Lane, Spicewood, Texas 78669

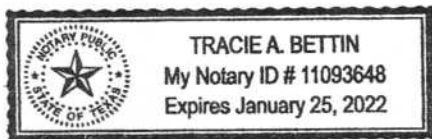
I, BARRY STEIN, President of SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC., now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., a Texas non-profit corporation, hereby file copies of the Amended and Fully Restated Bylaws, dated April 6, 2018, being true and correct copy of said document executed and maintained by SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC., now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., a Texas non-profit corporation; Said Amended and Fully Restated Bylaws have been approved by the Board of Directors and are attached hereto.

SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC.,
now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., a Texas Non-Profit corporation

By: 
BARRY STEIN, its President

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 13th day of April, 2018, by BARRY STEIN, President, of SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC., now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., a Texas Non-Profit corporation, on behalf of said corporation.




Notary Public, State of Texas

**AMENDED AND FULLY RESTATED BYLAWS OF
SPICEWOOD AIRPORT AND PILOT ASSOCIATION, INC.**

These Bylaws govern the affairs of SPICEWOOD AIRPORT AND PILOT ASSOCIATION, INC., a nonprofit corporation, also known as SPICEWOOD PILOTS ASSOCIATION, INC.

ARTICLE 1

OFFICES

Principal Office

1.01. The Corporation's principal office in Texas will be located at 111 Piper Lane, Spicewood, Texas 78669. The Corporation may have such other offices, in Texas or elsewhere, as the Board of Directors may determine. The Board may change the location of any office of the Corporation.

Registered Office and Registered Agent

1.02. The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Non-Profit Corporation Act.

ARTICLE 2

MEMBERS

Membership

2.01. Membership in the Association shall be governed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of Windermere Airpark, a subdivision of Burnet County, Texas, (Hereinafter referred to as the Windemere Airpark CC&R's) and the provisions of the Bylaws of the organization as stated in the Articles of Incorporation. Membership is defined as follows:

1. Class A1. Property owners in the platted area of Windermere Airpark and whose property dedicated and are subject to the Windemere Airpark CC&R's.

2. Class A2: Property owners on adjacent properties who have signed participation agreement documents, and property owners who are required by deed to maintain Class A membership.

3. Class A3: Property owners who are not in the platted area of Windermere Airpark on adjacent properties and are not required by deed or participation agreement to participate but have paid all Class A dues and assessments on a voluntary basis and are current in their Class A membership dues and assessments.

(Collectively, these shall be referred to as Class A Members.)

4. Class B. Property owners who are not in the platted area of Windermere Airpark and have not signed participation agreements.

5. Class B1. Renters of any space that have access to the Windermere Airpark airport and taxiways.

6. Class B2. Frequent overnight visitors who tie down over 30 days in any fiscal quarter.
(Collectively referred to as "Class B" Members.

Patron/Social members. Members who wish to partake in social events and help with the maintenance of the airport and common areas but have no voting or participation rights in the Corporation.

Class B, B1, and B2 members are subject to Class B annual dues prorated by starting months. Patron/Social members will pay a minimum fee of \$50 annually.

Resolving Disputes

2.02. In any dispute between members relating to the Corporation's activities, all parties involved will cooperate in good faith to resolve the dispute. If the parties cannot resolve a dispute among themselves, they will cooperate to select one or more mediators to help resolve it.

Waiving Interest in Corporate Property

2.03. The Corporation owns all real and personal property, including all improvements located on the property, acquired by the Corporation. A member has no interest in specific property of the Corporation. Each member waives the right to require partition of all or part of the Corporation's property.

Assessments

2.04. Assessments by the Association shall be governed by the provisions of the Declaration of Covenants, Conditions and Restrictions of Windermere Airpark, a subdivision of Burnet County, Texas.

ARTICLE 3

MEETINGS OF MEMBERS

Annual Meeting

3.01. Beginning in 1998, the Board will hold an annual members meeting at a time and place set by the Board of Directors each year in May or June or at another time that the Board designates. The meeting will be held within 20 miles of the Spicewood Airport. At the annual meeting, the members will elect Directors and transact any other business that may come before the meeting. If, in any year, the election of Directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board will call a special meeting of the members, as soon as possible, to elect Directors.

Special Meetings

3.02. Special meetings of the members may be called by the President, the Board, or not less than 20 %of the voting members.

Place of Meeting

3.03. The Board may designate any place within 20 miles of the Spicewood Airport as the place of meeting for any annual meeting or for any special meeting called by the Board. If the Board does not designate the place of meeting, the meeting will be held at the Corporation's registered office in Texas.

Notice of Meetings

3.04. Written, emailed, or printed notice of any members meeting, including the annual meeting, will be delivered to each member entitled to vote at the meeting not less than 10, nor more than 60 days before the date of the meeting. Notice of meetings will also be posted on the Corporation's website. The record date for determining the members entitled to notice of any meeting of members will be established by the Board according to Article 1396-2.11A of the Revised Civil Statutes. Notice will be given by or at the direction of the President or Secretary, or the officers or persons calling the meeting. If all of the members meet and consent to holding a meeting, any corporate action may be taken at the meeting regardless of lack of proper notice.

Eligibility to Vote at Members Meetings

3.05. A member in good standing is entitled to vote at a meeting of the Corporation members. A member in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. The record date for determining the members entitled to vote at any meeting of members will be established by the Board according to Article 1396-2.11A of the Revised Civil Statutes. After a record date is fixed, an alphabetical list of members entitled to receive notice, including their addresses and number of votes each is entitled to cast, will be prepared. The list will also contain a listing of members entitled to vote at the meeting but not entitled to receive notice and the list will be available for inspection at the principal office of the corporation from two business days after notice is given until the meeting is held. Any member entitled to vote at the meeting is entitled to access the list for the purpose of communicating with other members. The member or the member's agent or attorney may make the inspection on written demand and copy the list at a reasonable time and at the member's expense. Members paying full Class A1 annual dues and assessments as well as Class A2, and Class A3 members who are paying those dues on a mandatory or voluntary basis shall be allowed to vote as Class A members . Furthermore, Class A2, Class A3, and all Class B members cannot vote on issues concerning the "platted" area called "Windermere Airpark" and changes to the CC&R of Windermere Airpark. Only Class A1 and Class A2 members only may vote on changes to the Articles of Incorporation. Class A members may only vote for Class A Directors and Class B members may only vote for Class B directors.

Quorum

3.06. Members holding 20% of the votes that may be cast at a meeting who attend the meeting in person or by proxy will constitute a quorum at a meeting of members. The members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if enough members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of members required for a quorum. If a quorum is not present at any time during a meeting, a majority of the members who are present may adjourn and reconvene the meeting once without further notice.

Actions of Membership

3.07. The membership will try to act by consensus. However, if a consensus is not available on a matter or proposal, the vote of a majority of voting members in good standing, present and entitled vote at a meeting at which a quorum is present, is enough to constitute the act of the membership unless law or the Bylaws require a greater number. Voting will be by ballot or voice, except that any election of Directors will be by ballot if demanded by any voting member at the meeting before the voting begins.

Proxies

3.08. A member entitled to vote at a meeting of members of the Corporation may vote by proxy. All proxies must be in writing, bear the signature of the member giving the proxy, and must specify the document execution date. A photographic, facsimile, or similar reproduction of a signed proxy included in an electronic message, email, email attachment, or facsimile (fax), will be treated as an original being signed by the member. Proxies shall contain the name of the candidates that the absent member wishes to vote for or the absent member may, via written statement, authorize the proxy holder to vote as he/she sees fit. A proxy vote for a candidate who is not currently a candidate will be considered a floor nomination subject to the acceptance by the nominee. If the proposed nominee does not accept the nomination, then that vote of the proxy shall be determined by the proxy holder.

Voting by Mail

3.09. The Board may authorize members to vote by mail or electronic message such as email, email attachment, facsimile (fax), or similar transmission on the election of Directors and officers or on any other matter that the members may vote on.

ARTICLE 4

BOARD OF DIRECTORS

Management of Corporation

4.01. The Board will manage Corporate affairs.

Number, Qualifications, and Tenure of Directors

4.02. The number of Directors will be seven (7) Directors consisting of six (6) Class A members and one (1) Class B member. Directors need not be Texas residents. Each Director

will serve for a term of two years. Each Director shall be subject to a term limit of three terms followed by a minimum of two years (1 full term) of ineligibility. After that period, a qualified member is again eligible to be elected.

Nominating Directors

4.03. At any meeting at which the election of a Director is held, a voting member in good standing or Director may nominate a person of the same class with the second of any other voting member in good standing or Director in the same class as the nominee. In addition to nominations made at meetings, a nominating committee will consider possible nominees and make nominations for each election of Directors. The Secretary will include the names nominated by that committee, and any report of the committee, with notice of the meeting at which the election occurs. Only Class A members may nominate Class A Directors and only Class B members may nominate Class B Director nominees.

Electing Directors

4.04. A person who meets the qualifications for Director and who has been duly nominated may be elected as a Director. Directors will be elected by the vote of the membership. Each Director will hold office until a successor qualifies and is elected or until their term limit is reached. A Director may be elected to succeed himself or herself as a Director until reaching their term limit. Directors will be elected at the annual meeting of the members. In electing Directors, members may give only one vote per candidate and vote for as many different candidates in the appropriate class as there are vacancies in that class.

Vacancies

4.05. The Board will fill any vacancy in the Board and any Director position to be filled due to resignation or removal of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining Directors, even if it is less than a quorum of the Board, or if it is a sole remaining Director. A Director selected to fill a vacancy will be serve for the unexpired term of his or her predecessor in office.

Annual Meeting

4.06. The annual meeting of the Board may be held without notice other than that required by these Bylaws. The annual Board meeting will be held immediately after and at the same place as the annual members meeting or within two (2) weeks of the annual members meeting at a place designated by the board within 20 miles of the airport.

Regular Meetings

4.07. The Board may provide for regular meetings by resolution stating the time and place of such meetings. The meetings may be held within 20 miles of Spicewood Airport, and will be held at the Corporation's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular Board meetings is required other than a Board resolution stating the time and place of the meetings.

Special Meetings

4.08. Special Board meetings may be called by, or at the request of, the President or any Director. A person or persons authorized to call special meetings of the Board may fix any place within 20 miles of Spicewood Airport as the place for holding a special meeting. The person or persons calling a special meeting will inform the Secretary of the Corporation of the information to be included in the notice of the meeting. The Secretary of the Corporation will give notice to the Directors as these Bylaws require.

Notice

4.09. Written, emailed, or printed notice of any special meeting of the Board will be delivered to each Director not less than seven, nor more than 30 days before the date of the meeting. The notice will state the place, day, and time of the meeting, who called the meeting and the purpose or purposes for which the meeting is called.

Quorum

4.10. A majority of the number of directors then in office constitutes a quorum for transacting business at any Board meeting. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the directors present may adjourn and reconvene the meeting once without further notice.

Duties of Directors

4.11. Directors will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the Corporation's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on directors, directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that has been prepared or presented by a variety of persons, including officers and employees of the Corporation, professional advisors or experts such as accountants or legal counsel. A director is not relying in good faith if he or she has knowledge concerning a matter in question that renders reliance unwarranted. Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to any property held or administered by the Corporation, including property that maybe subject to restrictions imposed by the donor or transferor of the property.

Duty To Avoid Improper Distributions

4.12. Directors who vote for or assent to improper distributions are jointly and severally liable to the Corporation for the value of improperly distributed assets, to the extent that, as a result of the improper distribution or distributions, the corporation lacks sufficient assets to pay its debts, obligations, and liabilities.

Any distribution made when the Corporation is insolvent, other than in payment of corporate debts, or any distribution that would render the Corporation insolvent, is an improper distribution. A distribution made during liquidation without payment and discharge of or provision for payment and discharge of all known debts, obligations, and liabilities is also improper. Directors present at a Board meeting at which the improper action is taken are presumed to have assented, unless they dissent in writing.

The written dissent must be filed with the secretary of the Corporation before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment. A director is not liable if, in voting for or assenting to a distribution, the director

(1) relies in good faith and with ordinary care on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the Corporation; legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the Board of which the director is not a member;

(2) while acting in good faith and with ordinary care, considers the Corporation's assets to be at least that of their book value; or

(3) in determining whether the Corporation made adequate provision for paying, satisfying, or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations.

Furthermore, the directors are protected from liability if in exercising ordinary care, they acted in good faith and in reliance on the written opinion of an attorney for the Corporation.

Directors held liable for an improper distribution are entitled to contribution from persons who accepted or received the improper distributions knowing they were improper. Contribution is in proportion to the amount received by each such person.

Delegating Duties

4.13. Directors may select advisors and delegate duties and responsibilities to them, such as the full power to buy or otherwise acquire stocks, bonds, securities, and other investments on the Corporation's behalf, and to sell, transfer, or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the advisor deems appropriate. The directors have no liability for actions taken or omitted by the advisor if the Board acts in good faith and with ordinary care in selecting the advisor. The Board may remove or replace the advisor at any time and without any cause whatsoever.

Interested Directors

4.14. Contracts or transactions between directors, officers, or members who have a financial interest in the matter are not void or voidable solely for that reason. Nor are they void or voidable solely because the director, officer, or member is present at or participates in the meeting that authorizes the contract or transaction, or solely because the interested party's votes are counted for the purpose. However, every director with any personal interest in the transaction must disclose all material facts concerning the transaction, including all potential personal benefit and potential conflicts of interest, to the other members of the Board or other group authorizing the transaction. The transaction must be approved by a majority of the uninterested directors or other group with the authority to authorize the transaction.

Actions of Board of Directors

4.15. The Board will try to act by consensus. However, if a consensus IS not available, the vote of a majority of directors present and voting at a meeting at which a quorum is present is enough to constitute the act of the Board, unless the act of a greater number is required by law or by some other provision of these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the Board's decision.

Proxies

4.16. A director may not vote by proxy.

Compensation

4.17. Directors may not receive salaries for their services. The Board may adopt a resolution providing for paying directors a fixed sum and expenses of attendance, if any, for attending each Board meeting. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a director will be reasonable and commensurate with the services performed.

Removing Directors

4.18. The members may vote to remove a director at any time, without cause. A meeting to consider removing a director may be called and noticed following the procedures provided in these Bylaws for a special meeting of the members of the corporation. The notice of the meeting will state that the issue of possibly removing the director will be on the agenda. At the meeting, the director may present evidence of why he or she should not be removed and may be represented by an attorney at and before the meeting. Also, at the meeting, the Corporation will consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of 51 percent of the members.

ARTICLE 5 OFFICERS

Officer Positions

5.01. The Corporation's officers will be a President, a Secretary, one Vice President, and a Treasurer. The President and Vice President shall be Class A members. The Board may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. The same person may hold any two or more offices, except for President and Secretary.

Election and Term of Office

5.02. The Corporation's officers will be elected or appointed by the Board at the annual Board meeting. If officers are not elected at this time, they will be elected as soon thereafter as possible. Each officer will hold office until a successor is duly selected and qualifies. An officer may be elected to succeed himself or herself in the same office.

Removal

5.03. Any officer elected or appointed by the Board may be removed by the Board without good cause. Removing an officer will be without prejudice to the officer's contractual rights if any rights exist.

Vacancies

5.04. The Board may select a person to fill a vacancy in any office for the unexpired portion of the officer's term.

President

5.05. The President is the Corporation's chief executive officer. He or she will supervise and control all of the Corporation's business and affairs and will preside at all meetings of the members and of the Board. The President may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board authorizes to be executed. However, the President may not execute instruments on the Corporation's behalf if this power is expressly delegated to another officer or agent of the Corporation by the Board, these Bylaws, or statute. The President will perform other duties prescribed by the Board and all duties incident to the office of President.

Vice President

5.06. When the President is absent, cannot act, or refuses to act, a Vice President will perform the President's duties. When acting in the President's place, the Vice President has all the powers of and is subject to all the restrictions on the President. If there is more than one Vice President, the Vice Presidents will act for the President in the order of appointment. A Vice President will perform other duties as assigned by the President or Board.

Treasurer

5.07. The Treasurer will:

- a. Have charge and custody of-and be responsible for all the Corporation's funds and securities.
- b. Receive and give receipts for moneys due and payable to the Corporation from any source.
- c. Deposit all moneys in the Corporation's name in banks, trust companies, or other depositories as these Bylaws provide or as the Board or President directs.
- d. Write checks and disburse funds to discharge the Corporation's obligations. However, funds may not be drawn from the Corporation or its accounts for amounts greater than \$2,500.00 without the signature of the President or a Vice President" in addition to that of the Treasurer.
- e. Maintain the Corporation's financial books and records.
- f. Prepare financial reports at least annually.
- g. Perform other duties as assigned by the President or the Board.
- h. If the Board requires, give a bond for faithfully discharging his or her duties in a sum and with a surety as determined by the Board.
- i. Perform all of the duties incident to the office of Treasurer.

Secretary

5.08. The Secretary will:

- a. Give all notices as provided in the Bylaws or as required by law.
- b. Take minutes of the meetings of the members and the Board and keep the minutes as part of the Corporate records.
- c. Maintain custody of the Corporate records and seal.
- d. Affix the Corporate seal to all documents as authorized.
- e. Keep a register of the mailing address of each member, Director, officer, and employee of the Corporation.
- f. Perform duties as assigned by the President or the Board.
- g. Perform all duties incident to the office of Secretary.

ARTICLE 6

COMMITTEES

Establishing Committees

6.01. The Board may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee will include two or more Directors and may include persons who are not Directors. If the Board delegates any of its management authority to a committee, the majority of the committee will consist of Directors. The Board may also delegate to the President its power to appoint and remove members of a committee that has not been

delegated any management authority of the Board. The Board may establish qualifications for membership on a committee. Establishing a committee or delegating authority to it will not relieve the Board, or any individual Director, of any responsibility imposed by these Bylaws or otherwise imposed by law. No committee has the authority of the Board to:

- a. Amend the Articles of Incorporation.
- b. Adopt a plan of merger or of consolidation with another corporation.
- c. Authorize the sale, lease, exchange, or mortgage of all or substantially all of the Corporation's property and assets.
- d. Authorize voluntary dissolution of the Corporation.
- e. Revoke proceedings for voluntary dissolution of the Corporation.
- f. Adopt a plan for distributing the Corporation's assets.
- g. Amend, alter, or repeal these Bylaws.
- h. Elect, appoint, or remove a member of a committee or a Director or officer of the Corporation.
- i. Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in paragraph 7.04, below.
- j. Take any action outside the scope of authority delegated to it by the Board.
- k. Take final action on a matter requiring membership approval.

Authorization of Specific Committees

6.02. The following committees are authorized: Membership, Nominating, Architectural Control, and Program Committees. The Board will define the activities and scope of authority of each committee by resolution.

Term of Office

6.03 Each committee member will continue to serve on the committee until the next annual members' meeting and until a successor is appointed. However, a committee member's term may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy in a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee will serve for the unexpired portion of the terminated committee member's term.

Chair and Vice-Chair

6.04. One member of each committee will be designated as the committee chair, and another member of each committee will be designated as the vice-chair. The chair and vice-chair will be appointed by the President. The chair will call and preside at all meetings of the committee. When the chair is absent, cannot act, or refuses to act, the vice-chair will perform the chair's duties. When a vice-chair acts for the chair, the vice-chair has all the powers of and is subject to all the restrictions on the chair.

Notice of Meetings

6.05. Written, emailed, or printed notice of a committee meeting will be delivered to each member of a committee not less than seven nor more than 30 days before the date of the meeting. The notice will state the place, day, and time of the meeting, and the purpose or

purposes for which it is called.

Quorum

6.06. One-half of the number of committee members constitutes a quorum for transacting business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required for a quorum. If a quorum is never present at any time during a meeting, the chair may adjourn and reconvene the meeting once without further notice.

Actions of Committees

6.07. Committees will try to take action by consensus. However, if a consensus is not available, the vote of a majority of committee members present and voting at a meeting at which a quorum is present is enough to constitute the act of the committee unless the act of a greater number is required by statute or by some other provision of these Bylaws. A committee member who is present at a meeting and abstains from a vote is considered to *be* present and voting for the purpose of determining the act of the committee.

Proxies

6.08. A committee member may not vote by proxy.

Compensation

6.09. Committee members may not receive salaries for their services. The Board may adopt a resolution providing for paying committee members a fixed sum and expenses of attendance, if any, for attending each meeting of the committee. A committee member may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member will be reasonable and commensurate with the services performed.

Rules

6.10. Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the Board.

ARTICLE 7

TRANSACTIONS OF CORPORATION

Contracts

7.01. The Board may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

Deposits

7.02. All the Corporation's funds will be deposited to the credit of the Corporation in

banks, trust companies, or other depositaries that the Board selects.

Gifts

7.03. The Board may accept, on the Corporation's behalf, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board may make gifts and give charitable contributions not prohibited by these Bylaws, the Articles of Incorporation, state law, and provisions set out in federal tax law that must be complied with to maintain the Corporation's federal and state tax status.

Potential Conflicts of Interest

7.04. The Corporation may not make any loan to a Director or officer of the Corporation. A member, Director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by these Bylaws, the Articles of Incorporation, and applicable law. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation may not borrow money from or otherwise transact business with a member, Director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the Corporation's best interests. The Corporation may not borrow money from or otherwise transact business with a member, Director, officer or committee member of the Corporation without full disclosure of all relevant facts and without the Board's or the members' approval, not including the vote of any person having a personal interest in the transaction.

Prohibited Acts

7.05. As long as the Corporation exists, and except with the Board's or the members prior approval, no member, Director, officer, or committee member of the Corporation may:

- a. Do any act in violation of these Bylaws or create a binding obligation of the Corporation.
- b. Do any act with the intention of harming the Corporation or any of its operations.
- c. Do any act that would make it impossible or unnecessarily difficult to carry on the Corporation's intended or ordinary business.
- d. Receive an improper personal benefit from the operation of the Corporation.
- e. Use the Corporation's assets, directly or indirectly, for any purpose other than carrying on the Corporation's business.
- f. Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- g. Use the Corporation's name (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of its business.
- h. Disclose any of the Corporation's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE 8
BOOKS AND RECORDS Required Books and Records

8.01. The Corporation will keep correct and complete books and records of account. The books and records include:

- a. A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including but not limited to the Articles of Incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
- b. A copy of all Bylaws, including these Bylaws, and any amended versions or amendments to them.
- c. Minutes of the proceedings of the members, Board, and committees having any of the authority of the Board.
- d. A list of the names and addresses of the members, Directors, officers, and any committee members of the Corporation.
- e. A financial statement showing the Corporation's assets, liabilities, and net worth at the end of the three most recent fiscal years.
- f. A financial statement showing the Corporation's income and expenses for the three most recent fiscal years.
- g. All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.
- h. The Corporation's federal, state, and local tax information or income-tax returns for each of the Corporation's three most recent tax years.

Inspection and Copying

8.02. Any member, Director, officer, or committee member of the Corporation may inspect and receive copies of all the corporate books and records required to be kept under the Bylaws: Such a person may, by written request, inspect or receive copies if he or she has a proper purpose related to his or her interest in the Corporation. He or she may do so through his or her attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than five working days after the Corporation receives a proper written request. The Board may establish reasonable copying fees, which may cover the cost of materials and labor but may not exceed \$1.00 per page. The Corporation will provide requested copies of books or records no later than five working days after receiving a proper written request.

Audits

8.03. Any member may have an audit conducted of the Corporation's books. That member bears the expense of the audit unless the members vote to authorize payment of audit expenses. The member requesting the audit may select the accounting firm to conduct it. A member may not exercise these rights so as to subject the Corporation to an audit more than once in any fiscal year.

ARTICLE 9

Fiscal Year

The Corporation's fiscal year of the Corporation will begin on the first day of January and end on the last day in December in each year.

ARTICLE 10

INDEMNIFICATION

When Indemnification Is Required, Permitted, and Prohibited

10.01. A. The Corporation will indemnify a Director, officer, member, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the Corporation's request as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee, benefit plan, or other enterprise.

B. The Corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Corporation's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation will not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

C. The Corporation will pay or reimburse expenses incurred by a Director, officer, member, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

D. In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a Director, officer, member, committee member, employee, or agent of the Corporation to the extent permitted by law.

However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited by these Bylaws.

E. The corporation may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might be eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified herein have been satisfied. Furthermore, the Corporation will never advance expenses to a person before final disposition of a proceeding if the person is a named

defendant or respondent in an proceeding brought by the Corporation one or more members or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

Extent and Nature of Indemnity

10.02. The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Procedures Relating to Indemnification Payments

10.03.a. Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in subparagraph (c); below. The Corporation may make these determinations and decisions by anyone of the following procedures:

- i. Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
- ii. If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.
- iii. Determination by special legal counsel selected by the Board by the same vote as provided in sub subparagraphs (i) or (ii), above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.
- iv. Majority vote of members, excluding Directors or other members who are named defendants or respondents in the proceeding.

b. The Corporation will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by subparagraph (a) (iii), above, governing selection of special legal counsel. A provision contained in the Articles of Incorporation, or a resolution of members or the Board that requires the indemnification permitted herein, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

c. The Corporation will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment. Payment will be made in the same manner as a determination that indemnification is permissible under subparagraph (a) above. In addition to this determination, the Corporation may advance expenses only after it reserves a written affirmation and undertaking from the person to receive the advance. The person's written

affirmation will state that he or she has met the standard of conduct necessary for indemnification under these Bylaws. The written undertaking will provide for repayment of the amounts advanced by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.

d. Any indemnification or advance of expenses will be reported in writing to the Corporation's members. The report will be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to members of a consent to action without a meeting. In any case, the report will be sent within the 12-month period immediately following the date of the indemnification or advance.

ARTICLE 11 NOTICES

Notice by Mail, email, or Telegram

11.01. Any notice required or permitted by these Bylaws to be given to a member, Director, officer, or member of a committee of the Corporation may be given by mail or electronic message, such as an email, email attachment, facsimile (fax), or similar transmission. If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the corporate records, with postage prepaid. If given by electronic message, a notice is deemed delivered when accepted by the electronic application and addressed to the person at his or her electronic address as it appears on the corporate records. A person may change his or her address, electronic address and/or fax number in the corporate records by giving written notice of the change to the Secretary of the Corporation.

Signed Waiver of Notice

11.02. Whenever any notice is required by law or under the Articles of Incorporation or these Bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

Waiving Notice by Attendance

11.03. A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 12 SPECIAL PROCEDURES CONCERNING MEETINGS Meeting by Telephone

12.01. The members, Board of Directors, and any committee of the Corporation may hold a meeting by telephone conference call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other. The notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice, and a

person's participating in a conference-call meeting constitutes his or her presence at the meeting.

Decision Without Meeting

12.02. Any decision required or permitted to be made at a meeting of the members, Board, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all the persons entitled to vote on the matter. The original signed consents will be placed in the Corporation minute book and kept with the corporate records.

Furthermore, in accordance with the Articles of Incorporation, action may be taken without a meeting when there are signed written consents by the number of members, Directors, or committee members whose votes would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must be signed and bear the date of signature of the person signing it. A telegram, telex, cablegram, or similar transmission by a member, Director, or committee member, or a photographic, facsimile, or similar reproduction of a signed writing, will be treated as an original being signed by the member) Director, or committee member.

Consents must be delivered to the Corporation. A consent signed by fewer than all members, Directors, or committee members is not effective to take the intended action unless the required number of consents are delivered to the Corporation within 60 days after the date that the earliest dated consent was delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If the delivery is made to the Corporation's principal place of business, the consent must be addressed to the President or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the Secretary of state, the filed documents will indicate that these written consent procedures were followed to authorize the action and filing.

Proxy Voting

12.03. A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy will not be effective for that meeting. A proxy filed with the Secretary of the Corporation or other designated officer remains in force until the first of the following occurs:

- a. An instrument revoking the proxy is delivered to the Secretary or other designated officer.
- b. The proxy authority expires under the proxy's terms.
- c. The proxy authority expires under the terms of these Bylaws.

ARTICLE 13 AMENDING BYLAWS

These Bylaws may *be* altered, amended, or repealed, and new Bylaws may be adopted by the Board of Directors. The notice of any meeting at which these Bylaws are altered, amended, or repealed; or at which new Bylaws are adopted will include the text of the proposed Bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

14.01. These Bylaws will be construed under Texas law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

Legal Construction

14.02. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any Bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the Bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

Headings

14.03. The headings used in the Bylaws are for convenience and may not be considered in construing the Bylaws.

Number

14.04. All singular words include the plural) and all plural words include the singular.

Seal

14.05. The Board of Directors may provide for a corporate seal.

Power of Attorney

14.06. A *person* may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the Secretary to be kept with the corporate records.

Parties Bound

14.07. The Bylaws will bind and inure to the benefit of the Directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the Bylaws otherwise provide.

Controlling Provisions

14.08. To the extent there is conflict between the provisions of these Bylaws and the Declaration of Covenants, Condition, and Restrictions of Windermere Airpark, a subdivision of Burnet County, Texas, the provisions of the Declaration shall prevail over these Bylaws.

CERTIFICATE OF SECRETARY


I certify that I am the duly elected and acting Secretary of Membership in the Association shall be governed by the provisions of the SPICEWOOD AIRPORT AND PILOT ASSOCIATION, INC. and that these Bylaws constitute the Corporation's Bylaws. These Bylaws were duly adopted at a meeting of the Board of Directors held on ~~April 3rd~~ ^{January} 2018.


VP Signature


Secretary Signature

The amendments of the Bylaws set forth above shall be deemed to be part of and shall be interpreted in accordance with the Bylaws. All provisions of the Bylaws not amended hereby are hereby ratified and confirmed in each particular, and shall continue in full force and effect pursuant to the terms of the Bylaws.

IN WITNESS WHEREOF, the undersigned Board President, for the purpose of acknowledging the Board of Directors consent and approval to the amendments of the Bylaws, has executed this instrument to be effective the 6 day of April, 2018.


Board President

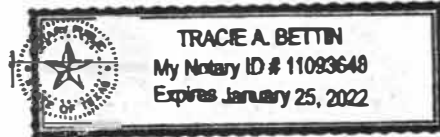
Notary Statement

State of Texas

County of Burnet

This instrument was acknowledged before me this 13 day of April, 2018, by
Carole Foye.

My Commission Expires 1-25-22



Tracie A. Bettin

Notary Public

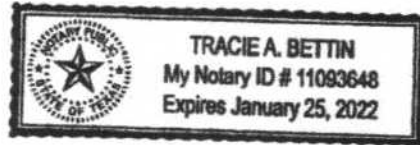
Notary Statement

State of Texas

County of Burnet

This instrument was acknowledged before me this 6th day of April, 2018, by
Andrew Heller.

My Commission Expires 1-25-22



Tracie A Bettin
Notary Public

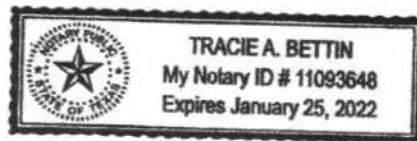
Notary Statement

State of Texas

County of Burnet

This instrument was acknowledged before me this 6th day of April, 2018, by
Barry S. Stein.

My Commission Expires 1-25-22



Tracie A Bettin
Notary Public



BYLAW AMENDMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.

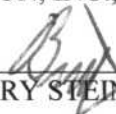
Date: January 10, 2019

SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC FILING COMPLIANCE

- Name of Association:** SPICEWOOD AIRPORT AND PILOTS ASSOCIATION INC, now currently known as SPICEWOOD PILOTS ASSOCIATION, INC..
- Mailing Address of Association:** 111 Piper Lane, Spicewood, Texas 78669

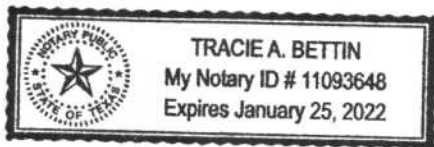
I, BARRY STEIN, President of SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC. now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., A Texas non-profit corporation, hereby file copies of the Amended Bylaw "ARTICLE 2", dated December 5th, 2018, being true and correct copy of the said document executed and maintained by **SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC.**, now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., a Texas non-profit corporation; Said Amended Bylaw "ARTICLE 2", has been approved by the Board of Directors and are attached hereto.

SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC.
now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., A Texas non-profit corporation.

By: 
BARRY STEIN, its President

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 10th day of January, 2019, by BARRY STEIN, President of SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC. now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., A Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

ARTICLE 2

MEMBERS

Membership

2.01. Membership in the Association shall be governed by the provisions of the Declaration of Covenants, Conditions, and Restrictions of Windermere Airpark, a subdivision of Burnet County, Texas, (Hereinafter referred to as the Windermere Airpark CC&R's) and the provisions of the Bylaws of the organization as stated in the Articles of Incorporation. Membership is defined as follows:

1. Class A1. Property owners in the platted area of Windermere Airpark and whose property dedicated and are subject to the Windermere Airpark CC&R's.

2. Class A2: Property owners on adjacent properties who have signed participation agreement documents, and property owners who are required by deed to maintain Class A membership. .

3. Class A3: Property owners who are not in the platted area of Windermere Airpark on adjacent properties and are not required by deed or participation agreement to participate but have paid all Class A dues and assessments on a voluntary basis and are current in their Class A membership dues and assessments.

(Collectively, these shall be referred to as Class A Members.)

4. Class B. Property owners who are not in the platted area of Windermere Airpark and have not signed participation agreements.

5. Class B1. Renters of any space that have access to the Windermere Airpark airport and taxiways.

6. Class B2. Frequent overnight visitors who tie down over 30 days in any fiscal quarter.

(Collectively referred to as "Class B" Members)

Patron/Social members. Members who wish to partake in social events and help with the maintenance of the airport and common areas but have no voting or participation rights in the Corporation.

Class B, B1, and B2 members are subject to Class B annual dues prorated by starting months. Patron/Social members will pay a minimum fee of \$50 annually.

Billing and Collections of Annual Dues

2.01.1 Invoices for annual dues shall be emailed to all members by January 15th of each year and shall be due by the February 15th of that year. If not paid in full by that date, then a late fee of 18% per annum shall be assessed until the annual dues are paid in full including late fees.


2.01.2 Members who are past due as of February 15th of each year shall be emailed and mailed an updated invoice by the 20th of February and emailed an updated invoice by the 20th of each additional month until paid in full. A one-time collection fee of \$50.00 shall be added to the bill in addition to the late fee to defray the added cost of collections.

2.01.3 Members who are past due as of March 15 of the year will be sent an updated invoice via USPS Certified Mail, Return Receipt which will contain information showing all dues, late fees, and collection fees owed.


2.01.4 Members joining the SAPA after January 15th of any year will be invoiced for pro-rated dues by email by the 15th of the following month. These members are expected to pay said invoice in full within 30 days or be past due at which time they will incur the late fee and other penalties

2.01.5 Members who have not paid their dues in full within 150 days of due date will be subject to the following: Class A1 and A2 shall have liens filed on their properties. Class B members will have all rights to use the SAPA private taxiways rescinded until full payment is made.

Approved by the Board of Directors on the 5th day of December, 2018.



Barry Stein, President



Dana Martin, Secretary



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Janet Parker, County Clerk

Burnet County Texas

6/4/2019 4:19:31 PM

FEE: \$34.00

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AMD

Spicewood Airport and Pilots Association

Bylaws

Rules of Conduct





AFFIDAVIT OF RULES

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.


Date: January 10, 2019

SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC
FILING COMPLIANCE

- 1. **Name of Association:** SPICEWOOD AIRPORT AND PILOTS ASSOCIATION INC, now currently known as SPICEWOOD PILOTS ASSOCIATION, INC..
- 2. **Mailing Address of Association:** 111 Piper Lane, Spicewood, Texas 78669

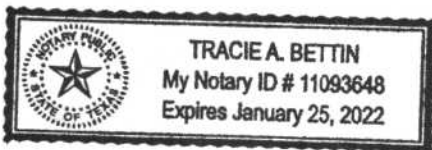
I, BARRY STEIN, President of SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC. now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., A Texas non-profit corporation, hereby file copies of the Affidavit of Rules, dated July 2nd, 2018, being true and correct copy of the said document executed and maintained by **SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC.**, now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., a Texas non-profit corporation; Said Affidavit of Rules, has been approved by the Board of Directors and are attached hereto.

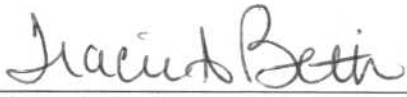
SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC.
now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., A Texas non-profit corporation.

By: 
BARRY STEIN, its President

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 10th day of January, 2019, by BARRY STEIN, President of SPICEWOOD AIRPORT AND PILOTS ASSOCIATION, INC. now currently known as SPICEWOOD PILOTS ASSOCIATION, INC., A Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

SAPA RULES OF CONDUCT

No member has the right to abuse or unreasonably annoy another or the duty to tolerate unreasonable annoyance or abuse.

Section 1. Prohibited conduct. The following conduct is expressly prohibited in any communication between or among any of the above-described parties:

- a) verbal abuse, insults and derogatory name-calling;
- b) cursing;
- c) aggressive and/or threatening behavior;
- d) hostile or unwanted touching/physical contact or threats of physical contact;
- e) sexual harassment or lewd behavior;
- f) posting correspondence on the doors of directors and officers;
- g) correspondence, whether oral, written, or electronic, that is deemed in the board's sole discretion to be harassing or intimidating (the board will consider the tone, time, and frequency of correspondence in determining whether correspondence is harassing or intimidating);
- h) suggestive language or other language that is likely to be offensive to an ordinary person;
- i) noise at restricted flight times (sundown *30 minutes to sunrise) or other nuisance that unreasonably interferes with a resident's peaceful enjoyment of the community.
- j) actions resulting in legal or fiscal risk to the SAPA membership, or denigrating the SAPA community at large

Section 2: Requests to leave: Any member, guest, director or officer who is requested, by a majority of the board, to leave the association facility or meeting, due to the violation of any of these Rules of Conduct, shall leave the premises immediately

Section 3: Continued violation of any of the above-described Rules of Conduct, as determined by a majority vote of the Board of Directors, shall result in loss of access to the Common Areas of the SAPA (e.g., taxiways, etc.) and, if deemed necessary by a majority of the Board of Directors, expulsion from SAPA membership.

Approved by the Board of Directors on this the 2nd day of July, 2018.

 Barry Stein, President

 Dana J. Martin, Secretary

Spicewood Airport and Pilots Association

Covenants Conditions and Restrictions

CCRs



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINDERMERE AIRPARK
BURNET COUNTY, TEXAS**

This Declaration, made on the date hereinafter set forth by Windermere Airpark, L.L.C., hereafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Burnet, State of Texas, known as Windermere Airpark, which is more particularly described in the Plat recorded in Cabinet 2, Slide 106 D, of the Plat records of Burnet County, Texas, and

WHEREAS, Declarant desires to hold, sell and convey said property, and ingress and egress easements, subject to the following covenants, restrictions, reservations, taxiway easements, runway easements, and easements, which are for the purpose of establishing a uniform plan for the development, usage, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the lots within said subdivision, and present and future users of the taxiway easements;

WHEREAS, the roads and taxiways are not maintained by the county and the County of Burnet will not accept the streets and roads in a Private Subdivision for Maintenance.

NOW, THEREFORE, Declarant hereby adopts the following conditions, covenants and restrictions which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision, and taxiways, and which shall be applicable to the lots in said subdivision and shall run with the land and shall bind all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefits of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Windermere Airport Taxiway Association, Inc., which is an association composed of all the Owners of Lots and users granted use of the ingress and egress easements located on and adjoining the property, which association is a Texas non-profit, corporation, its successors and assigns.

Section 2. "Property" or the "Subdivision" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer both to each plot of land shown upon the recorded subdivision map upon which there has been or will be constructed a airplane hangar, and to any improvements constructed or to be constructed thereon, but shall not mean or include any common area.

Section 4. "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of a fee simple title, to any lot which is a part of the Property, or a person or entity that has been assigned the rights to use the taxiway and runway, including contract sellers and lessors, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Developer or Declarant" shall mean Windermere Airpark, L.L.C., its successors or assigns.

Section 6. "Common Area" shall mean and refer to all those areas of land within the subdivision, together with such other property as the Association may, at any time, or from time

to time, acquire by purchase or otherwise, subject, however to the easements, limitations, restrictions, dedications, and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat and/or by virtue of the prior grants or dedications by Declarants or Declarant's predecessors in title. References herein to the Common Areas in the Subdivision shall mean and refer to Common Areas as defined respectively in this Declaration and all supplemental declarations.

Section 7. "Common Area Expenses" shall mean all the expenses necessary to maintain, replace, repair and expand the Common Area, the Common Facilities as well as to operate the Association, including, but not limited to, casualty and liability insurance, directors and officers liability insurance.

Section 8. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Areas. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of the Lots in the Properties, as well as other Owners in the subdivision, and others granted the use of the taxiway and runway easements, constructed on portions of one or more Lots or on acreage brought within the scheme of the Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: roadways, taxiways easements, runway easement, structures for recreation, storage or protection of equipment; common driveways; landscaping; and other similar and appurtenant improvements. References here to the "Common Facilities (any common facility) in the subdivision" shall mean and refer to Common Facilities as defined respectively in the Declaration and all supplemental declarations.

Section 9. "Supplemental Declaration" shall mean and refer to any supplemental declaration of covenants and restrictions bringing additional property within the scheme of the Declaration under the authority provided in the Declaration. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.

Section 10. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as created or referred to in this Declaration.

Section 11. "The "Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservation, easements, liens and charges imposed by or expressed in this Declaration.

Section 12. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 13. "Member" or "Membership" shall mean every person or entity, whether Class "A" members or Class "B" members, who holds membership in the Association. Class "A" members are property owners of a lot/s in the Windermere Airpark subdivision, including future phases to the Windermere Airpark. Class "B" members are non-property owners that have been granted the easement use of the taxiways and/or runway, by deed, easement, or rental status.

Section 14. "Conveyance" Shall mean and refer to conveyance of a fee simple title to a lot.

Section 15. "Rules" shall mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to the Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and

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easement of enjoyment as well as an easement of ingress and egress in, to and over the Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Facilities;

(b) the right of the Association to suspend the voting rights and right to use the recreational or other facilities owned or operated by the Association, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of Common Area and/or Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless instruments signed by two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;

(d) the right of individual Owners to the exclusive use of parking spaces as provided in the article;

(e) the right of the Association to limit the number of guests of Owners;

(f) the right of the Association, in accordance with its Articles of Incorporation or by-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. The use of any future parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association, including the assignment of areas where airplanes, boats, boat trailers, etc., may or may not be parked or stored.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting. Each member shall be entitled to one vote for each membership position, whether Class "A" or Class "B". When more than one person holds an interest in any Lot, or rents long-term ("long-term" being four (4) or more months) usage of a hangar, and that person uses the taxiways for aviation purposes, then that person shall become a Class "B" member. Class "B" members' voting rights are limited to votes taken on the taxiways and runway easements that are not in the platted "subdivision" area of Windermere Airpark.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any

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Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney's fees, shall be a charge to the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners in the Properties; roadways and taxiways; and for the improvements and maintenance of the easements, Common Areas and Facilities.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for shall be \$750.00 for Class "A" members and \$500.00 for Class "B" members. A portion of Class "A" annual assessments shall be equal to the Class "B" assessment, as determined by the board each year, shall be set aside in a separate reserve fund to assist in maintenance and repairs of the runway access easement and access and taxiway easements that are not within the boundaries of the platted subdivision. An additional "weight rate" assessment may be levied by the Board on those planes in excess of 10,000 pounds.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment and/or weight rate assessment may be increased each year not more than 10% (such percentage may be cumulative from year to year) above the minimum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by the vote or written assent of 66-2/3% of members.

(c) The Declarant shall be exempt from all annual assessments and special assessments until such time as all the lots are sold in the "subdivision" and likewise for any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(e) Certain Class "B" members, as determined solely by the Board, may be entitled to a reduced assessment of a minimum of \$200.00.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the roads, taxiways, runway, Common Facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 66 2/3% of each class of member.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than ninety (90) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called

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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 preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or as otherwise approved by the Association. Except that roads, taxiways repairs and improvements in the "platted area" of Windermere Airpark are to be assessed only to each Class "A" owners and users of that platted section of Lots and collected upon sixty (60) day notice by the Association.

Section 7. Date of Commencement of Annual Assessments. The annual assessment as to all Lots and/or members shall commence on the first day of the month not more than ninety (90) days following first annual meeting. The annual assessment shall be due and payable in annual installments equal to one-twelfth (1/12) the annual assessment commencing on the dates provided hereinbefore. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Replacement Reserve. There is hereby established a reserve out of said annual assessments for a fund for replacement of Common Facilities improvements, which fund shall be segregated and funded annually. Such fund to be in such amount as the Association deems adequate for such replacements.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the rights and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Insurance.

(a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the Common Areas if any, and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

(b) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against all liability in connection with the Common Areas.

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(c) Each Owner shall be responsible at his own expense and cost for his own personal insurance on the building and contents of his hangar, and his additions and improvements thereto, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common area.

(d) All costs, charges and premiums for all insurance that the Board of Directors authorizes as provided herein shall be a common expense of all Owners and be a part of the maintenance assessment.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. Until such time as the Declarant has sold sixty percent (60%) of the platted lots, all power of Architectural control, as the committee, shall remain with the Declarant. Thereafter, the Association shall have an Architectural Control Committee which shall consist of three (3) or five (5) Class "A" members (as the Board of Directors may determine) who shall be natural persons, and who shall be appointed by the Board of Directors of the Association. The Board of Directors shall have the exclusive right and power at any time and from time to time to create and fill vacancies of the Architectural Control Committee.

Section 2. Limitation of Powers. The Architectural Control Committee powers shall be limited to the architectural control of the platted subdivision area and any annexation thereto.

Section 3. Advance Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans, specifications showing the nature, kind, shape, height, materials, color and location, of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive and binding upon the applicant.

Section 4. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location neighboring structures and sites, relation of finish grades and elevations to neighboring sites, and conformity to both the specific and general intent to the protective covenants.

Section 5. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or disapprove such plans and specifications or to reject them as being inadequate within forty-five (45) days after said plans and specifications have been submitted to it by certified mail, approval will not be required and this Article will have been deemed to have been fully complied with. All plans and specifications shall be submitted in writing over the signature of the owner of the property or its authorized agent. The Architectural Control Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than per the approved plans. Requirement of this Article is in addition to any approvals or permits required by any appropriate governmental authority. Approval of plans as complying with the applicable minimum construction standards adopted and promulgated from time to time for this subdivision by Declarant or its assigns, shall be only for such purposes and shall indicate Declarant's approval for any other purpose.

Section 6. No Liability. Neither Declarant, the Association, the Board of Directors or the Architectural Control Committee or the member's thereof shall be liable in damages to

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BURNET COUNTY, TEXAS

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anyone submitting plans and specifications to them for approval, or to any Owner of Property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

ARTICLE VI

MAINTENANCE AND REPAIRS

Section 1. By the Owner. The Owner is responsible for all exterior maintenance on his or its lot, and in the event such Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to Board of Directors of the Association; then, after approval by a majority vote of the Board of Directors, the Association shall have the right, through its agent and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 2. By the Association. The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the Common Areas and Facilities and all parts thereof, including but not limited to, private streets, taxiways, parking areas in the private streets and improvements and facilities owned by the Association, except that it shall be the obligation of each Owner, and not the obligation of the Association, to pay for the cost of repair and maintenance of private driveway, sidewalk and fence or fences which are appurtenant to his Lot.

ARTICLE VII

USE RESTRICTIONS

The Lots, easements and taxiways shall be occupied and used as follows.

Section 1. Aviation Use. No Owner shall occupy the property as a residence or use his Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as an aviation hangar for the Owner, his family, guest and tenants. No commercial activities of a non-aviation nature are permitted. All Aviation related commercial activity shall be approved by the Board of Directors. Hobbies shall not be considered commercial activity.

No mobile homes or modular homes shall be allowed

Provided further that no building shall be erected, altered or permitted to remain on any single Lot, other than one aviation hangar, with building height restrictions as follows:

- (a) All hangars shall not exceed 25 feet in height above the foundation grade.

Section 2. Minimum Square Footage. The area of each hangar structure shall not be less than the following:

- (a) 1,400 square feet under roof for any hangar constructed.
- (b) No more than 350 square foot of the hangar may be used as an office, bathroom, or kitchen area unless otherwise approved by the Architectural Control Committee.

Section 3. Obstruction of Common Area. There shall be no obstruction of Common Area/Facilities, and taxiways. Nothing shall be stored in the Common Areas/Facilities or taxiways without prior written consent of the Board of Directors.

Section 4. Insurance. Nothing shall be done or kept in the Common Facilities which

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will increase the rate of insurance on the Common Facilities, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Facilities which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Facilities.

Section 5. Nuisances. No dangerous, noxious or offensive activity, including but not limited to hunting, shall be carried upon any Lot, or the Common Facilities, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No boat, boat trailer, motor home, travel trailer or business truck shall be permanently stored outside of any hangar unit or within the Common Facilities or adjacent streets. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway, taxiway or yard adjacent to a street, or in the Common Facilities.

Section 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, or other out buildings shall be used or placed on the exterior of any Lot at any time.

Section 7. Signs. No sign of any kind shall be displayed to public view on any Lot or building without prior written permission from the Architectural Control Committee. Name and address signs with black letters of no more than 6" shall be deemed pre-approved.

Section 8. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 9. Livestock and Poultry. No livestock or poultry of any kind may be kept on any lot.

Section 10. Garbage and Refuse Disposal. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept enclosed by adequate protection so as to conceal them from public view. There is in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). No incinerators shall be allowed and other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 11. Sewage Treatment. A membership fee and tap fees to the Windermere Oaks Water Supply Corporation servicing this property shall be required of all hangars with plumbing facilities. All grinder pumps shall be installed per the utility companies guidelines.

Section 12. Use of Common Facilities. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Declarant or the Architectural Control Committee. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of said Property outside the exterior Property lines of each Lot, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and any additions thereto, and is necessary for the protection of said Owners. Any cooperative actions necessary or appropriate to the maintenance's and upkeep of the Common Area, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 13. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the hangar: Air conditioning compressor

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condenser, including pipes and electrical lines connecting same to the residence, grinder pumps, tanks, and lines connecting the residence to the sanitary sewer collection system, electrical power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of telephone service lines located on the Lot but not maintained by the telephone companies, and water and sewer service line to and throughout the hangar.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another hangar or impair any easement or, nor do any act nor allow any condition to exist which will adversely affect the other hangars or their Owners.

Section 14. Outside Antennas. Without prior written approval of the Declarant and/or the Architectural Control Committee, no radio antennas, microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast (DBS) antennae less than one meter in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use. Solar apparatus, if erected, must be maintained in such a way that it is screened from view.

The Architectural Control Committee shall exercise decisions that conform with the rules of the Federal Communication Commission.

Section 15. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 16. Walls, Fences and Hedges. Construction of all fences and landscaping must have specific approval of the Architectural Control Committee.

Section 17. Siding and Roofing Materials. The roofing and siding of all hangars shall be constructed or covered with colored metal of the type and in colors approved by the Architectural Control Committee.

- a) No shed roofs shall be allowed.
- b) Pre-approved siding colors are: Sahara tan, Desert sand, charcoal gray, Burnished slate, and Light stone. Pre-approved roof color is White.
- c) Siding must be an "R" panel style.

Section 18. Landscape Maintenance. All landscaping of every kind and character including shrubs, trees, grass and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

Section 19. Building Setback. No building shall be located nearer to the street side of a Lot line than twenty-five (25) feet. Nothing may be stored or parked in the set back area that would cause interference for airplanes passage along on the taxiways.

Section 20. Airplane Tie Downs. Prior to the construction of a hangar, pilots may use their lots to park their planes on for a period of no more than two (2) years, or with approval of the Board of Directors, may be extended at one-year intervals. The tie down design must be approved by the Architectural Control Committee. With the exception of windshield covers made for the plane, no other apparatus may be used to cover the plane.

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BURNET COUNTY, TEXAS

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ARTICLE VIII

EASEMENTS

Section 1. Utility, Emergency and Association. There is hereby created a five foot (5) easement on the side and ten foot (10) on the rear property lines, except five foot (5) on the rear of lot's 20-27, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Facilities in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Facilities and any Lot to perform the duties of maintenance and repair of the hangar or Common Facilities provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable documents, the Board of Directors shall have the right to grant such easement of said Property without conflicting with the terms hereof. The easements provided for in the Article shall in no way affect any other recorded easement on said premises.

Section 2. Underground Utility Services.

(a) **Underground Electric Service.** An underground electric distribution system may be installed in the Property. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company near the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at this or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electrical company for each dwelling unit involved. For so long as underground service is maintained, the electric service to each hangar unit therein shall be 240/120 volt, three wire, 60 cycle, alternating current.

(b) **Water Service.** Water service shall be provided to each Lot by Windermere Oaks Water Supply Corporation.

(c) **Sanitary Sewer Service.** Sanitary sewer service shall be provided to each Lot by Windermere Oaks Water Supply Corporation.

(d) **Use of Easements.** Easements for underground utility services may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the Utility furnishing service. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 3. Rules and Regulations. The Association has the right to promulgate rules

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BURNET COUNTY, TEXAS

0805 0063

and regulations in furtherance of its duties.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than Seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded in the Real Property Records of Burnet County, Texas.

Section 4. Amendment by Declarant. Prior to the first lot being sold the Declarant may amend, duly filing the amendment of record, these restrictions at any time and from time to time without the joinder or consent of any other party. After the first lot is sold the Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record, only, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or affect the vested property and other rights of any Owner or his mortgagee.

Section 5. Annexation. Other lands may hereafter be annexed into the jurisdiction of the Association in the manner herein described. If annexed, the Owners of Lots in each future section so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of all common properties that may become subject to the jurisdiction of the Association as a result of such annexation, and the facilities thereon, and shall be entitled to the use and benefit of the maintenance fund, hereinabove set forth, provided that each future section must be impressed with and subject to an annual maintenance charge imposed hereby, and further such section shall be made be recorded restrictions subject to the jurisdiction of the Association. Such additional stages of development may be annexed by action of the Board of Directors of the Association by majority vote. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association, or alternatively, the properties rights and obligations of another association may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions applicable to the properties of the other association as one scheme. No such merger or consolidation, however, shall effect the revocation, change or addition to the covenants established by this Declaration.

Section 6. Number and Gender. As used in this Declaration, whenever the context so indicates, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

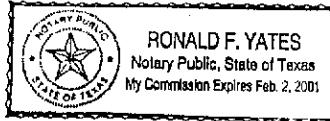
BURNET COUNTY, TEXAS

0805 0064

THE STATE OF TEXAS *
COUNTY OF BURNET *

Before me, the undersigned authority, on this day personally appeared DANA J. WHATLEY, Co-Manager of WINDERMERE AIRPARK, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity there in stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of August, 1998.



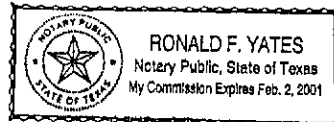
[Signature]
Notary Public, State of Texas

Notary's printed name _____
My commission expires _____

THE STATE OF TEXAS *
COUNTY OF BURNET *

Before me, the undersigned authority, on this day personally appeared MALCOLM D. BAILEY, Co-Manager of WINDERMERE AIRPARK, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity there in stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of August, 1998.



[Signature]
Notary Public, State of Texas

Notary's printed name _____
My commission expires _____

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BURNET COUNTY, TEXAS
0809 0727

Section 7. Assignment by Declarant. The Declarant has the right to assign any and all powers and duties reserved by it to another entity or person either in whole or in part.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29 day of May, 1998.

WINDERMERE AIRPARK, L.L.C.

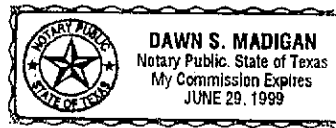
By: *Dana J. Whatley*
DANA J. WHATLEY, Co-Manager

By: *Malcolm D. Bailey*
MALCOLM D. BAILEY, Co-Manager

THE STATE OF TEXAS X
 X
COUNTY OF BURNET X

Before me, the undersigned authority, on this day personally appeared DANA J. WHATLEY, Co-Manager of WINDERMERE AIRPARK, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity there in stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of May, 1998.



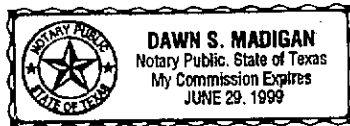
Dawn S. Madigan
Notary Public, State of Texas

Notary's printed name _____
My commission expires _____

THE STATE OF TEXAS X
 X
COUNTY OF BURNET X

Before me, the undersigned authority, on this day personally appeared MALCOLM D. BAILEY, Co-Manager of WINDERMERE AIRPARK, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity there in stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29th day of May, 1998.



Dawn S. Madigan
Notary Public, State of Texas

Notary's printed name _____
My commission expires _____

STATE OF TEXAS
COUNTY OF BURNET
hereby certify that this instrument was FILED on the date and at the time
stamped hereon by me and was duly RECORDED in Volume 305
'age 216 of the Official Public RECORDS
of Burnet County, Texas.



Janet Parker
JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS
BY: *Janet Parker* Deputy

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.
THE STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED in the number
Sequence on the date and at the time stamped hereon by me and was
duly RECORDED in the Official Public
Records Burnet County, Texas
on 7/8/98



Janet Parker
COUNTY CLERK
BURNET COUNTY, TEXAS

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JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

0805 0066

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINDERMERE AIRPARK
BURNET COUNTY, TEXAS

THE STATE OF TEXAS *
* KNOW ALL MEN BY THE PRESENTS:
COUNTY OF BURNET *

WHEREAS, Windermere Airpark, L. L. C., the "Declarant", is the sole owner of that certain property known as Windermere Airpark, a Burnet County, Texas, subdivision according to the map or plat thereof record in Cabinet 2, Slide 106D, of the Plat Records of Burnet County, Texas, the "Subdivision";

WHEREAS, Declarant, by that certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINDERMERE AIRPARK, BURNET COUNTY, TEXAS, filed of record in Volume 805, Page 54, of the Real Property Records of Burnet County, Texas, the "Declaration", imposed on the Subdivision all those certain covenants, conditions, restrictions, and easements therein set forth; and

WHEREAS, Article IX, Section 4., of the Declaration provides the terms of the Declaration can be amended by Declarant prior to the first lot being sold, which said instrument must be filed of record in the Real Property Records of Burnet County, Texas; and

WHEREAS, the undersigned Declarant wishes to amend the Declaration as set forth below.

NOW, THEREFORE, the undersigned Declarant hereby amends Article IV, Section 3(e) of the Declaration as follows:

Certain Class "B" members, as determined solely by the Board, may be entitled to a reduced assessment of a minimum of \$200.00; provided however, this assessment shall never be lower than \$200.00.

The amendment of the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant, for the purpose of acknowledging its consent and approval to the amendment of the Declaration, has executed this instrument to be effective on the 30th day of July, 1998.

DECLARANT:

WINDERMERE AIRPARK, L.L.C.

By: *Dana J. Whatley*
DANA J. WHATLEY, Co-Manager

By: *Malcolm D. Bailey*
MALCOLM D. BAILEY, Co-Manager

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BURNET COUNTY, TEXAS

0809 0726

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in Volume 809 Page 126-127 of the OFFICIAL PUBLIC RECORDS of Burnet County, Texas.



Janet Parker

JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS
BY: *Janet Parker* Deputy

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.
THE STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC Records Burnet County, Texas
on 8/4/98



Janet Parker

COUNTY CLERK
BURNET COUNTY, TEXAS

7304
FILED
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JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

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