ORIGINAL

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH

STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS: Bk	Vol	Ps
ŧ	§			
COUNTIES OF HAYS AND BLANCO	§	04011817 DPR	2451	818

WHEREAS, Henly International, L.L.C., a Texas limited liability company, ("Declarant") executed that certain Hidden Creek Ranch Declaration of Covenants, Conditions and Restrictions ("Original Restrictions") dated June 8, 1999, and recorded in Volume 210, Page 646 of the Official Public Records of Blanco County, Texas and in Instrument No.9915941 of the Official Public Records of Hays County, Texas and covering that certain real property being more fully described therein (the "Property").

WHEREAS, Declarant, in its sole discretion, has the right to amend the Original Restrictions until December 31, 208 or until Declarant no longer holds a majority of the votes in the Association, whichever occurs first.

WHEREAS, Declarant currently holds a majority of the votes in the Association.

WHEREAS, Declarant desires to amend and restate the Original Restrictions pursuant to the provisions of the Original Restrictions in this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN CREEK RANCH (the "Declaration").

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

ARTICLE I DEFINITIONS

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

- 1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the constructions of Improvements upon the Property.
- 1.02 <u>Architectural Committee Rules.</u> "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same may be amended from time to time.
- 1.03 Articles. "Articles" shall mean the Articles of Incorporation of Hidden Creeks Ranch Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.
- 1.04 <u>Assessment</u>. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.
- 1.05 <u>Association</u>. "Association" shall mean Hidden Creeks Ranch Owners Association, Inc., a Texas non-profit corporation.
 - 1.06 Board. "Board" shall mean the Board of Directors of the Association.
- 1.07 <u>Bylaws</u>. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board, and as from time to time amended.
- 1.08 <u>Common Area.</u> "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the Owners.
 - 1.09 <u>Cooperative</u>. "Cooperative" shall mean the Hidden Creeks Ranch Wildlife Management Cooperative.
- 1.10 <u>Declarant</u>. "Declarant" shall mean Henly International, L.L.C., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of Henly International, L.L.C. as

Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

- 1.11 <u>Declaration</u>. "Declaration" shall mean this instrument, and as it may be amended from time to time.
- 1.12 <u>Improvement.</u> "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, Outbuildings, storage sheds, barns, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wholes, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.13 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat of a Subdivision out of the Property, together with all Improvements located thereon.
- 1.14 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.
- 1.15 <u>Mortgage</u>. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.
- 1.16 <u>Mortgagee</u>. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.
- 1.17 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include a Mortgagee.
- 1.18 Outbuildings. "Outbuildings" shall mean to include garages, either attached or detached, a barn and a guest house; the guest house shall contain a minimum of 500 square feet.
- 1.19 <u>Person</u>. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.
- 1.20 <u>Plans and Specifications.</u> "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, plans for utility services, and all other documentation or information relevant to such improvement.
- 1.20 <u>Property</u>. "Property" shall mean that real property which is subject to the terms of this Declaration, which is comprised of the property described in the Original Restrictions, less any land withdrawn from the Property in accordance with Section 2.02 below.
- 1.21 <u>Hidden Creeks Ranch Restrictions.</u> "Hidden Creeks Ranch Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with Hidden Creeks Ranch Rules, Committee Rules and the Articles and Bylaws of the Association from time to time in effect, as the same may be amended from time to time.
- 1.22 <u>Hidden Creeks Ranch Rules.</u> "Hidden Creeks Ranch Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.
- 1.23 <u>Subdivision</u>. "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of Hays County, Texas.
- 1.24 <u>Supplemental Declaration.</u> "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to withdraw land from the Property.

ARTICLE II DEVELOPMENT OF THE PROPERTY

- 2.01 <u>Development by Declarant.</u> Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of these restrictions, in accordance with its master plan for the Property. It is contemplated that the Property will be developed pursuant to a master concept plan, which may, from time to time, be amended or modified in which the development of, and restrictions upon, each portion of the Property will benefit every other portion, as well as the entire Property.
- 2.02 Addition of Land. It is contemplated that Declarant may develop other real property ("Added Land") for residential purposes, and add such Added Land, or a portion thereof, to the Property from time to time. Declarant may

Henlyinternational\rest.doc