

Inst Bk

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Edwards County

1201 OR

374

267

Olga Lydia Reyes

Edwards County District Clerk

Rocksprings, Tx 78880



70 2018 00001201

Instrument Number: 2018-1201

As

Recorded On: November 14, 2018

Recording Fee

Parties: SYCAMORE CREEK RANCH POA

Billable Pages: 43

To PUBLIC

Number of Pages: 43

Comment:

( Parties listed above are for Clerks reference only )

\*\* Examined and Charged as Follows: \*\*

Recording Fee	194.00
<b>Total Recording:</b>	<b>194.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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

File Information:

Record and Return To:

Document Number: 2018-1201  
 Receipt Number: 42137  
 Recorded Date/Time: November 14, 2018 01:59:18P  
 Book-Vol/Pg: BK-OR VL-374 PG-267  
 User / Station: S Montoya - Cash Station Counter

DAVID KING  
 618 WADE RD.  
 KINGSBURG TX 78638



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records of Edwards County, Texas.

Olga Lydia Reyes, County Clerk  
Edwards County, Texas

SCANNED

## THE SYCAMORE CREEK RANCH PROPERTY OWNERS ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS

All property and tracts in The Sycamore Creek Ranch Subdivision; as recorded in the plat records of Edwards County, Texas, is subject to the Covenants, Conditions and Restrictions (CCR's) hereby made by The Sycamore Creek Ranch Property Owners Association (POA).

1. That these CCR's are to run with the land and shall be binding on the Purchaser and all persons claiming under Purchaser (him or her) until it is agreed to change said CCR's in whole or part. Purchaser understands that these CCR's are filed in the Real Property Records of Edwards County, Texas. If notice of enforcement and an opportunity to be heard are given to a tract owner, the POA shall be entitled to impose reasonable fines for violations of the CCR's or any rules and regulations adopted by the POA and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the restrictions. Such fines, fees and costs may be added to the tract owner's assessment and collected in the manner provided in item number 14.

In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the CCR's, the POA may institute and prosecute any proceeding at law or inequity to abate, any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

2. That the above property herein shall not be used for day lease hunting, manufacturing purposes, commercial or swine operation.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there, be any dumping or placing of unsightly objects of any kind on the property.
4. No hunting blinds and/or deer feeders shall be permitted within 200 feet of any roadway easement or 200 feet of any property line. In accordance with state law, all blinds and feeders will be positioned such that the carry of any bullet will not cross a tract owners property line.
5. No building defined as a house, cabin, shed, steel building, trailer, camper or any other structure shall be permitted within 100 feet of any roadway easement or 100 feet of any property line.
6. High game fencing of tracts defined as any fence higher than 60 inches that impedes or restricts the travel of game species between tracts is not permitted.
7. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable

statute, ordinance or regulation of the United States of America, the State of Texas, the County of Edwards or any other governmental agency having jurisdiction thereof.

8. Not more than one residence shall be permitted on any tract. No communal residence shall be permitted.
9. Tract owner agrees not to impede the flow of water in the existing POA owned water system that crosses his or her tract. If partial or whole conveyance of a water system is not specified in a tract deed or other legal documents or a water system is not wholly owned by a tract owner, the water system is wholly owned by the POA. Tract owner will not move, remove or alter any water system on a tract not wholly owned by the tract owner. Tract owner grants POA Board or its designees ingress and egress to POA owned water systems, water systems not wholly owned by a tract owner or to which the POA has the right to use the water system to maintain or operate well(s), water lines, valves, storage tanks and troughs. Note that the existence of a POA owned water system on a tract does not convey to the tract owner a right to use the system or draw water from the system, or create a POA obligation to distribute water to that part of the system.
10. That no tract may be subdivided without the express written consent of the POA Board. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a home site.
11. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner attending or represented by written proxy at such meetings shall have one (1) vote per tract as originally platted. Tracts with multiple owners shall have one (1) vote cast by one of the owners. Or, individual owners of a tract with multiple owners may vote a percentage of the one (1) vote as reflected by the individual owner's ownership percentage of the tract.
12. The only locks permitted on the main two gates are the Rio Grande Electric, WMA and the POA locks. Any other locks must be approved by the POA Board. Any unauthorized locks will be removed.
13. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the POA Board.
14. The Sycamore Creek Ranch Property Owner Association (POA) was formed per the dictates of the original "Sycamore Creek Ranch Restrictions and Covenants" as filed by the developer, Ranch Enterprises L.L.C., in Edwards County, Texas on December 30, 1999. See exhibit "A" for POA Bylaws. The POA, upon its inception, assumed the rights and obligations of the ranch developer, Ranch Enterprises. The purchase of a tract dictates membership in the POA. Reference exhibit "B", Management Certificate, for POA contact information. The POA handles all ranch business. The POA charges each property owner an assessment fee of \$1.00 per acre, per year, not to exceed \$300.00 to make ranch improvements and to cover operating expense of the POA. The current owners of phase I tracts 2, 4B, 7, 11 and 18 have grandfathered exemptions from this

assessment fee because the assessment fee was originally established as a road assessment in previous versions of the CCR's and these tracts front exclusively on a State or County maintained road and do not have a boundary that fronts on a ranch road maintained by the POA. These exemptions on phase I tracts 2, 4B, 7, 11 and 18 will expire when these tracts are sold and the new owners of these tracts will be charged the assessment fee. From the date of these revised CCR's forward, the road assessment is converted to an assessment fee. Such charge shall be made by direct billing to the property owner. It is understood and agreed that the assessment fee, if not paid within 60 days of billing date, shall become a lien against the tract, permitting the POA Board such rights to enforce said liens as may be set forth in section 51.002 of the Texas Property Code, as amended time to time.

15. A grazing lease existed on the property administered by the developer as detailed in the original "Sycamore Creek Ranch Restrictions and Covenants". Upon formation of the POA, the POA assumed the ownership rights of the ranch from the developer as necessary to continue to provide a grazing lease per Texas state law which includes ownership of fencing(perimeter and internal) and adequate water, including the POA owned water distribution system consisting of a well(s), water lines, valves, storage tanks and troughs.
16. The Sycamore Creek Ranch Wildlife Management Association (WMA) is a voluntary organization in operation at the ranch. See Exhibit "C" for Bylaws. Reference Management Certificate, Exhibit "D", for WMA contact information. WMA membership provides a grazing lease for cattle to facilitate application by tract owner for agricultural tax valuation. See Exhibit "E". The existence of a grazing lease does not assure agricultural valuation for a tract. Contact Edwards County, Texas Tax Appraisal Office for forms and application procedures. Any questions relative to the lease are to be addressed to the WMA Board. Edwards County is a "fence-out" county. Opting-out of the grazing lease and desiring to prevent cattle from accessing a tract requires the tract owner, at the tract owner's expense, to provide adequate fencing, meeting local standards, for the purpose. Breaches in fencing are the responsibility of the tract owner. WMA Board must be notified, in writing, a minimum of 30 days prior of intention to opt-out of lease. If tract owner desires to move or alter any fencing on tract, WMA Board must be notified in writing, a minimum of 30 days prior to fence removal or alteration. WMA board written approval must be obtained 30 days prior to removal or alteration of any POA owned fencing.

#### **CERTIFICATION:**

I, **Kent Greening**, President of **THE SYCAMORE CREEK RANCH PROPERTY OWNERS ASSOCIATION**, do hereby certify that the foregoing is a true and correct copy of the CCR's of The Sycamore Creek Ranch Property Owners Association, a Texas Non-Profit Corporation, adopted by vote of the Board as authorized by membership as documented in the minutes of the Annual meeting held on the 18<sup>th</sup> day of March 2017.

**THE SYCAMORE CREEK RANCH PROPERTY OWNERS ASSOCIATION**

BY: [Signature]  
President  
Kent Greening

**STATE OF TEXAS  
COUNTY OF HARRIS**

BEFORE ME, a notary Public, on this day personally appeared Kent Greening, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me the same was the act of said The Sycamore Creek Ranch Property Owners Association, a Texas Non-Profit Corporation, and that he has executed the same as the act of such Corporation for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and Seal of Office this 1<sup>st</sup> day of August, 2018

[Signature]  
Notary Public, State of Texas

My Commission Expires: April 14, 2020

Trina Hlavaty  
Notary's Typed/Printed Name

**BYLAWS OF THE SYCAMORE CREEK RANCH PROPERTY OWNERS  
ASSOCIATION, EDWARDS COUNTY, TEXAS**

**ARTICLE I: GENERAL**

Section 1: Name of Association shall be The Sycamore Creek Ranch Property Owners Association, hereafter referred to as the Association.

Section 2: The Association is a Texas Nonprofit Corporation as defined by the State of Texas Business Organization Code (BOC), Title 2, Chapter 22, Subchapter A, and Section 22.001(5). The assets and income of the Association shall only be used to further the interests of the Association.

Section 3: Nothing contained herein shall be deemed to prohibit the payment of reasonable compensation to contractors for services provided for the benefit of the Association. If a contract or transaction is fair to the Association, it is not disallowed merely because an officer or member of the Association has a financial interest in the transaction, provided 1) the "interested" officer or member fully and accurately discloses the nature of his interest to the Board in a manner that is timely for the Boards' consideration of the contract or transaction, and 2) the "interested" officer or member does not participate in the vote to approve the contract or transaction. (BOC, Title 2, Chapter 22, Subchapter E, Section 22.230)

Section 4: All present and future tract owners, mortgagees, lessees, assignees, and residents of The Sycamore Creek Ranch Subdivision, employees of the same, and any persons or organizations who may use the facilities of The Sycamore Creek Ranch Subdivision in any manner are subject to the Declaration of Covenants, Conditions and Restrictions, filed of record in the deed records of the county clerk of Edwards County, Texas, (hereinafter known as "CCR's"), these Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance or the entering into a lease agreement or the act of residing upon a tract shall constitute an agreement that the provisions of the CCR's and these Bylaws and any other rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

**ARTICLE II: BOARD OF DIRECTORS AND OFFICERS**

Section 1: The elected members of the board of directors and officers (Board or Officers) of the Association shall be:

- A. President
- B. Vice President
- C. Secretary
- D. Treasurer
- E. Sergeant-at-Arms

Section 2: The Officers shall serve a term, with no limitations on future terms, commencing immediately upon completion of voting at the yearly Association meeting and ending immediately after officer voting the subsequent year. Officers that resign effective mid-term shall be replaced by a majority vote of the Board.

Section 3: A meeting of the Officers of the Association shall be termed a "Board meeting".

Section 4: Two or more offices may be held by one person, except the offices of President and Secretary and the offices of President and Vice President. (BOC, Title 2, Chapter 22, Subchapter E, Section 22.231(a))

Section 5: The Officers shall represent the membership of the Association and have overall supervision of the activities for the Association including enforcement of the provisions of the CCR's, these Bylaws and Rules of the Association. The Association is a legal entity separate from its Board members, Officers and members who are not personally and individually liable for their action on behalf of the Association. (BOC, Title 6, Chapter 22, Subchapter E, Sections 22.221, 22.228 and 22.235)

Section 6: The elected Officers of the Association may, as need arises, appoint individual members and/or committees to conduct Association business, such appointments shall be (BOC, Title 2, Chapter 22, Subchapter E, Section 22.219):

- A. Approved by the majority of the Associations Board.
- B. With the consent of the appointee(s).
- C. Temporary, until the specific Association business is completed, or until the Board vote by majority to terminate the appointment(s).
- D. Limited to the scope of the Association business as defined by the Board.

Section 7: At any regular or special meeting of the Association, any one or more of the Officers may be removed, with or without cause, by a majority vote of the members present at the meeting and a successor may then and there be elected to fill the vacancy thus created. An Officer whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. (BOC, Title 2, Chapter 22, Subchapter E, Section 22.211) Additionally, any Officer who has 3 consecutive unexcused absences from Board meetings and/or Association meetings may be removed by a majority vote of the Officers at a meeting where a quorum is present

Section 8: The Board shall draft a budget for the year, present it at the yearly meeting, request questions/comments and preside over a vote to accept budget. The budget shall cover the estimated ongoing expenses, purchases and capital projects of the Association. The Officers will distribute the proposed budget prior to the annual membership meeting.

Section 9: The Board is responsible for all property of the Association. All assets of the Association will be held in the name of the Association. The authority to purchase or sell real

property shall require the recommendation of the Board and a vote of the membership in attendance at an annual meeting.

### **ARTICLE III: DUTIES AND ELECTION OF OFFICERS**

Section 1: The President shall:

- A. Call and preside over Association meetings.
- B. Call and preside over Board meetings.
- C. Coordinate and direct Officers in the performance of their duties.
- D. The President shall provide agendas for all Association and Board meetings to respective Association and/or Board members prior to the scheduled meeting.
- E. File liens on properties with unpaid assessments, fines, abatement expenses or other expenses paid by the Association and owed by a tract owner.

Section 2: The Vice President shall:

- A. Perform the duties of the President in the absence of the President.
- B. Assist the President in the execution of Association business.

Section 3: The Secretary shall:

- A. Record the minutes of all Association meetings and Board meetings including producing a written copy of all minutes for approval of membership for Association meetings and Officers for Board meetings.
- B. Attend to all business correspondence and related matters of the Association. Be custodian of all current papers and records of the Association.
- C. Keep a complete and up-to-date file of the minutes of the Association and Board meetings.
- D. Compile and maintain a list of all Association members including all contact information.
- E. Keep a master copy of the Bylaws, CCRs and Articles of Incorporation past and present.
- F. Notify all Association members of Association meetings. Notify all Board members of Board meetings. Such notice may be by U. S. mail or email and sent to the tract owner based upon the contact information provided by the tract owner. Tract owner is responsible for keeping contact information up-to-date via the secretary.
- G. The records of the Secretary shall be available to the Officers upon reasonable request.

Section 4: The Treasurer shall:

- A. Keep a complete record of all money collected and expenses paid.
- B. Provide a final budget report for the previous budget year and a proposed budget for the next year at the Association meeting.
- C. Have the authority to invoice assessment fees and collect funds.
- D. Have the authority to pay all expenses according to the approved annual budget.
- E. Manage the operation account of the Association where funds are deposited and normal expenses are paid.

- F. The records of the Treasurer shall be available to the Board upon reasonable request.
- G. Report the names of all paid members to the secretary for inclusion in the membership list.
- H. File tax forms as necessary.
- I. Equitably disburse to members of good standing any balance of funds subsequent to the dissolution or disbandment of the Association.

Section 5: The Sergeant-at-Arms shall:

- A. Be responsible for the investigation, documentation and prosecution of violations of the CCR's, as well as, other tasks set forth by the Board.
- B. Receive from tract owners reports of suspected violations of CCRs, as well as, these Bylaws and present those reports to the Board with recommendations for action.
- C. Be granted by tract owners the right for ingress and egress for himself and any others deemed necessary for the sole purpose of investigation of violations as described above.
- D. Not be deemed guilty of trespass in the execution of that investigation or later act of abatement with respect to that violation.

Section 6: Election of Officers:

- A. Nominations shall be called for from the floor at the annual Association meeting.
- B. Election of officers shall be at the annual Association meeting.

#### ARTICLE IV: VOTING and QUORUM

Section 1: Members shall have one (1) vote per tract as originally platted. Tracts with multiple owners shall have one (1) vote cast by one of the owners. Or, individual owners of a tract with multiple owners may vote a percentage of the one (1) vote as reflected by the individual owner's ownership percentage of the tract. Votes to be tabulated by the Secretary. Voting may be by roll call as deemed necessary by the Secretary. Proxy votes will be tabulated as well. Each proxy vote must be in writing stating the date, tract owners name and voting intention(s). Any form of written documentation, including fax and electronic medium, is acceptable. Proxies are valid only for the vote at the time of the proxy statement.

Section 2: All Association business matters that are not covered by items voted upon by the membership present at an Association meeting will be handled by the Board.

Section 3:

- A. A quorum for Association meetings is any number of members in attendance.
- B. A quorum for election of officers consists of any number of members in attendance at the Association meeting.
- C. A quorum for Board meetings is 3 Board members.

## ARTICLE V: ASSESSMENT FEES

Section 1: All assessment fees shall be in accordance with the general provisions of the CCR's filed on record with the county clerk of Edwards County, Texas, these Bylaws and all rules made pursuant hereto and any amendments hereof.

Section 2: Proceeds from the assessment fees may be used to make ranch improvements and to cover operating expense of the Association.

Section 3: Upon dissolution of the Association, any assets held in the Associations name shall be liquidated and dispersed to all current tract owners of record, in good standing without delinquent account or pending judgment or litigation, in shares consistent with the assessment of annual assessment fees and any other assessment, contributions, or garnishments as may be approved by the Board of the Association.

Section 4: If the assessment fees prove inadequate for any reason, including nonpayment of any tract owners' assessment fees, the Board may, by vote of seventy-five percent (75%) of the full Association membership, increase or implement additional assessment fees, which will be assessed to the tract owners in the same manner as the assessment fees.

Section 5: No tract member may exempt himself from liability for assessment fees by waiver of the use or enjoyment of any of the common elements or by non-use, or sale, of his/her tract.

Section 6: All assessment fees shall be separate, distinct, and personal liability of the tract owner at the time each assessment fee is made. The Board shall have the rights and remedies contained in the applicable laws of the State of Texas, the CCR's, these Bylaws and all rules made pursuant hereto and any amendments hereof, to enforce the collection of such assessment fees.

Section 7: Any person who shall have entered into a written agreement to purchase a tract shall be entitled to obtain a written statement from the Treasurer setting forth the amount of unpaid assessment fees charged against the tract and its owner, and if such statement does not reveal the full amount of the unpaid assessment fees as of the date that the statement is rendered, neither the purchaser nor the tract owner shall be liable for the payment of an amount in excess of the unpaid assessment fees shown thereon, provided that the former tract owner shall remain so liable.

## ARTICLE VI: LITIGATION AND INDEMNIFICATION

Section 1: If any Board approved action is brought by the Board or a member of the Board, on behalf of the Association, said Board or Board Members expenses, including reasonable attorney's fees, will be deemed by the Board a common expense.

Section 2: Any action brought against the Association, the Board, or against the Officers, employees, or agents thereof, in their respective capacities as such, shall be directed to the

Board, which shall promptly give notice thereof to the tract owners and initiate a defense to such action and the tract owners shall have no right to participate in such defense other than through the Board or with the Boards consent. Legal costs incurred by the Association, the Board, the Officers, employees or agents in their respective capacities as such shall be deemed common expenses of the Association and will be reimbursed by the Association.

Section 3: Any actions brought against one or more, but less than all, tract owners shall be directed to such tract owners, who shall promptly give notice thereof to the Board, and the tract owners shall provide their own defense to such action with no reimbursement by the Association.

Section 4: The Association shall indemnify its Directors and Officers to the full extent permitted by the laws of the State of Texas. Also, the Association shall limit the liability of its Directors and Officers of the Association to the full extent permitted by the laws of the State of Texas.

#### **ARTICLE VII: ABATEMENT AND ENJOINMENT OF VIOLATIONS BY TRACT OWNERS**

Section 1: The violation of any rules or regulations adopted by the Board, the breach of any provision contained herein, or the breach of any provision, of the Texas Business Organization Code, or of the CCR's, shall give the Board the right, in addition to any other rights set forth in the CCR's, the Business Organization Code, these Bylaws and all rules made pursuant hereto and any amendments hereof:

- A. To enter the tract in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting tract owner, any structure, object, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or
- B. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2: These remedies are cumulative to other remedies provided in the Business Organization Code, the CCRs and these Bylaws and all rules made pursuant hereto and any amendments hereof, and any other applicable laws.

#### **ARTICLE VIII: AMENDMENTS TO THE BYLAWS AND CCRs**

Section 1: The Bylaws and CCRs may be amended, altered or repealed by a majority vote of the tract owners in attendance at an Association meeting.

Section 2: No amended rule or Bylaw shall be:

- A. In contravention of the laws of the State of Texas and/or Edwards County, Texas.
- B. Contrary to, or in opposition with, the requirements for a land owners' qualification for a 1-D-1 tax valuation as defined by the laws of the State of Texas and the procedures/qualifications of Edwards County, Texas.

Section 3: These Bylaws to be in effect until such time as a revised version is voted upon and approved by the tract owners in attendance at an Association meeting.

**CERTIFICATION:**

I, **Kent Greening**, President of the **THE SYCAMORE CREEK RANCH PROPERTY OWNERS ASSOCIATION**, do hereby certify that the foregoing is a true and correct copy of the Bylaws of The Sycamore Creek Ranch Property Owners Association, a Texas Non-Profit Corporation, adopted under the Articles of Incorporation as the "Initial" Bylaws and further approved by vote of the Board authorized by membership as documented in the minutes of the Annual meeting held on the 18<sup>th</sup> day of March 2017.


**THE SYCAMORE CREEK RANCH PROPERTY OWNERS ASSOCIATION**

BY:   
President  
**Kent Greening**


**STATE OF TEXAS**  
**COUNTY OF HARRIS**

BEFORE ME, a notary Public, on this day personally appeared Kent Greening, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me the same was the act of said The Sycamore Creek Ranch Property Owners Association, a Texas Non-Profit Corporation, and that he has executed the same as the act of such Corporation for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and Seal of Office this 1<sup>st</sup> day of August, 2018.

  
Notary Public, State of Texas

My Commission Expires: April 14, 2020

  
Notary's Typed/Printed Name

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## **Exhibit B**

### **The Sycamore Creek Ranch Property Owners Association**

#### **MANAGEMENT CERTIFICATE**

To Whom It May Concern, following is the required information as prescribed by State of Texas Property Code Title 11, Chapter 209, Section 209.004.

1. Subdivision: Sycamore Creek Ranch Subdivision and Sycamore Creek Ranch Subdivision Phase II.

2. Name of Association: The Sycamore Creek Ranch Property Owners Association.

3. Subdivision in Edwards County, Texas. recorded in Volume 2, Page 60A, Page 60B, Page 61A, Page 61B, Page 64A, Page 64B, Page 65A and Page 65B of the Plat Records of Edwards County, Texas.

4. Contact information for Sycamore Creek Ranch Property Owners Association is as follows: 888/343-4859.

**BYLAWS OF THE SYCAMORE CREEK RANCH WILDLIFE  
MANAGEMENT ASSOCIATION, EDWARDS COUNTY, TEXAS**

**ARTICLE I: GENERAL**

Section 1: Name of Association shall be The Sycamore Creek Ranch Wildlife Management Association, hereafter referred to as the Association.

Section 2: The Association is a Texas Nonprofit Corporation as defined by the State of Texas Business Organization Code (BOC), Title 2, Chapter 22, Subchapter A, and Section 22.001(5). The assets and income of the Association shall only be used to further the interests of the Association.

Section 3: Membership in the Association is voluntary.

Section 4: Nothing contained herein shall be deemed to prohibit the payment of reasonable compensation to contractors for services provided for the benefit of the Association. If a contract or transaction is fair to the Association, it is not disallowed merely because an officer or member of the Association has a financial interest in the transaction, provided 1) the "interested" officer or member fully and accurately discloses the nature of his interest to the Board in a manner that is timely for the Boards' consideration of the contract or transaction, and 2) the "interested" officer or member does not participate in the vote to approve the contract or transaction. (BOC, Title 2, Chapter 22, Subchapter E, Section 22.230)

**ARTICLE II: OBJECTIVES**

Section 1: The fostering of management and improvement of the environment of both the overall ranch and of the individual tracts of The Sycamore Creek Ranch Subdivision.

Section 2: The management and enrichment of the wildlife population of the overall ranch and of the individual tracts of The Sycamore Creek Ranch Subdivision.

Section 3: To promote neighborly cooperation which will ensure family recreation and hunter safety.

Section 4: Assist members in qualifying for a 1-D-1 agricultural tax valuation.

**ARTICLE III: BOARD OF DIRECTORS AND OFFICERS**

Section 1: The elected members of the board of directors and officers (Board or Officers) of the Association shall be:

- A. President
- B. Vice President, Phase I

- C. Vice President, Phase II
- D. Secretary
- E. Treasurer

Section 2: The Officers shall serve a term, with no limitations on future terms, commencing immediately upon completion of voting at the yearly Association meeting and ending immediately after officer voting the subsequent year. Officers that resign effective mid-term shall be replaced by a majority vote of the Board.

Section 3: A meeting of the Officers of the Association shall be termed a "Board meeting".

Section 4: Two or more offices may be held by one person, except the offices of President and Secretary and the offices of President and Vice President. (BOC, Title 2, Chapter 22, Subchapter E, Section 22.231(a))

Section 5: The Officers shall represent the membership of the Association and have overall supervision of the activities for the Association including enforcement of these Bylaws and Rules of the Association. The Association is a legal entity separate from its Board members, Officers and members who are not personally and individually liable for their action on behalf of the Association. (BOC, Title 6, Chapter 22, Subchapter E, Sections 22.221, 22.228 and 22.235)

Section 6: The elected Officers of the Association may, as need arises, appoint individual members and/or committees to conduct Association business, such appointments shall be (BOC, Title 2, Chapter 22, Subchapter E, Section 22.219):

- A. Approved by the majority of the Associations Board.
- B. With the consent of the appointee(s).
- C. Temporary, until the specific Association business is completed, or until the Board vote by majority to terminate the appointment(s).
- D. Limited to the scope of the Association business as defined by the Board.

Section 7: At any regular or special meeting of the Association, any one or more of the Officers may be removed, with or without cause, by a majority vote of the members present at the meeting and a successor may then and there be elected to fill the vacancy thus created. An Officer whose removal has been proposed shall be given at least 10 days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. (BOC, Title 2, Chapter 22, Subchapter E, Section 22.211) Additionally, any Officer who has 3 consecutive unexcused absences from Board meetings and/or Association meetings may be removed by a majority vote of the Officers at a meeting where a quorum is present

Section 8: The Board shall draft a budget for the year, present it at the yearly meeting, request questions/comments and preside over a vote to accept budget. The budget shall cover the estimated ongoing expenses, purchases and capital projects of the Association. The Officers will distribute the proposed budget prior to the annual membership meeting.

Section 9: The Board is responsible for all property of the Association. All assets of the Association will be held in the name of the Association. The authority to purchase or sell real property shall require the recommendation of the Board and a vote of the membership in attendance at an annual meeting.

#### **ARTICLE IV: DUTIES AND ELECTION OF OFFICERS**

Section 1: The President shall:

- A. Call and preside over Association meetings.
- B. Call and preside over Board meetings.
- C. Coordinate and direct Officers in the performance of their duties.
- D. The President shall provide agendas for all Association and Board meetings to respective Association and/or Board members prior to the scheduled meeting.

Section 2: The Vice President, Phase I shall:

- A. Perform the duties of the President in the absence of the President.
- B. Assist the President in the execution of Association business.

Section 3: The Vice President, Phase II shall:

- A. Perform the duties of the President in the absence of the President.
- B. Assist the President in the execution of Association business.

Section 4: The Secretary shall:

- A. Record the minutes of all Association meetings and Board meetings including producing a written copy of all minutes for approval of membership for Association meetings and Officers for Board meetings.
- B. Attend to all business correspondence and related matters of the Association. Be custodian of all current papers and records of the Association.
- C. Keep a complete and up-to-date file of the minutes of the Association and Board meetings.
- D. Compile and maintain a list of all Association members including all contact information.
- E. Keep a master copy of the Bylaws and Articles of Incorporation past and present.
- F. Notify all Association members of Association meetings. Notify all Board members of Board meetings. Such notice may be by U. S. mail or email and sent to the tract owner based upon the contact information provided by the tract owner. Tract owner is responsible for keeping contact information up-to-date via the secretary.
- G. The records of the Secretary shall be available to the Officers upon reasonable request.

Section 5: The Treasurer shall:

- A. Keep a complete record of all money collected and expenses paid.
- B. Provide a final budget report for the previous budget year and a proposed budget for the next year at the Association meeting.
- C. Have the authority to invoice assessment fees and collect funds.

- D. Have the authority to pay all expenses according to the approved annual budget.
- E. Manage the operation account of the Association where funds are deposited and normal expenses are paid.
- F. The records of the Treasurer shall be available to the Board upon reasonable request.
- G. Report the names of all paid members to the secretary for inclusion in the membership list.
- H. File tax forms as necessary.
- I. Equitably disburse to members of good standing any balance of funds subsequent to the dissolution or disbandment of the Association.

**Section 6: Election of Officers:**

- A. Nominations shall be called for from the floor at the annual Association meeting.
- B. Election of officers shall be at the annual Association meeting.

**ARTICLE V: VOTING and QUORUM**

Section 1: Members shall have one (1) vote per tract as originally platted. Tracts with multiple owners shall have one (1) vote cast by one of the owners. Or, individual owners of a tract with multiple owners may vote a percentage of the one (1) vote as reflected by the individual owner's ownership percentage of the tract. Votes to be tabulated by the Secretary. Voting may be by roll call as deemed necessary by the Secretary. Proxy votes will be tabulated as well. Each proxy vote must be in writing stating the date, tract owners name and voting intention(s). Any form of written documentation, including fax and electronic medium, is acceptable. Proxies are valid only for the vote at the time of the proxy statement.

Section 2: All Association business matters that are not covered by items voted upon by the membership present at an Association meeting will be handled by the Board.

**Section 3:**

- A. A quorum for Association meetings is any number of members in attendance.
- B. A quorum for election of officers consists of any number of members in attendance at the Association meeting.
- C. A quorum for Board meetings is 3 Board members.

**ARTICLE VI: MEMBERSHIP AND DUES**

Section 1: Membership in the Association is voluntary and shall be open to all tract owners in The Sycamore Creek Ranch Subdivision who are interested in the objectives of the Association and meet the requirements set forth in this document.

Section 2: The fiscal year shall begin January 1 of each year. All dues shall be payable at the beginning of the calendar year. Any member who has not paid by the first of March, will be notified by the Treasurer.

Section 3: The amount of dues as recommended by the Board, and approved by the membership, is \$0.20 per acre annually. The yearly dues amount may be changed based upon recommendation of the Board and approval by membership at an Association meeting.

Section 4: A person wishing membership in the Association must be:

- A. A tract owner in The Sycamore Creek Ranch Subdivision.
- B. Pay the required dues at the beginning of the calendar year.
- C. Faithfully abide by the game management recommendations accepted and approved by the majority of the membership in attendance at the annual meeting.
- D. Fulfill the requirements of the State of Texas and Edwards County for a 1-D-1 property tax valuation.
- E. Obey and abide the laws of Texas and Edwards County, Texas.

Section 5: Upon dissolution of the Association, any assets held in the Associations name shall be liquidated and dispersed to all current Association members in good standing without delinquent account or pending judgment or litigation.

Section 6: If the assessment fees prove inadequate for any reason, including nonpayment of any tract owners' assessment fees, the Board may, by vote of seventy-five percent (75%) of the full Association membership, increase or implement additional assessment fees, which will be assessed to the tract owners in the same manner as the assessment fees.

## **ARTICLE VII: LITIGATION AND INDEMNIFICATION**

Section 1: If any Board approved action is brought by the Board or a member of the Board, on behalf of the Association, said Board or Board Members expenses, including reasonable attorney's fees, will be deemed by the Board a common expense.

Section 2: Any action brought against the Association, the Board, or against the Officers, employees, or agents thereof, in their respective capacities as such, shall be directed to the Board, which shall promptly give notice thereof to the tract owners and initiate a defense to such action and the tract owners shall have no right to participate in such defense other than through the Board or with the Boards consent. Legal costs incurred by the Association, the Board, the Officers, employees or agents in their respective capacities as such shall be deemed common expenses of the Association and will be reimbursed by the Association.

Section 3: Any actions brought against one or more, but less than all, tract owners shall be directed to such tract owners, who shall promptly give notice thereof to the Board, and the tract owners shall provide their own defense to such action with no reimbursement by the Association.

Section 4: The Association shall indemnify its Directors and Officers to the full extent permitted by the laws of the State of Texas. Also, the Association shall limit the liability of its

Directors and Officers of the Association to the full extent permitted by the laws of the State of Texas.

## **ARTICLE VIII: VIOLATIONS BY TRACT OWNERS**

Section 1: The violation of any rules or regulations adopted by the Board, the breach of any provision contained herein, or the breach of any provision of the Texas Business Organization Code shall give the Board the right, in addition to any other rights set forth in the Business Organization Code, these Bylaws and all rules made pursuant hereto and any amendments hereof:

- A. To enter the tract to determine if violation exists.
- B. To notify the member of violation. Member notification of violation will be by registered mail. The notification will state the reason for the proposed dismissal and that should the issue not be resolved the member will be dismissed. The member has 30 days to remedy the violation and respond to the board by registered mail. Failure to resolve the violation within 30 days will result in dismissal of the member from the Association. Decisions of the Board are final. Any member dismissed from the Association will have their dues refunded for the remainder of the current year. The Edwards County Texas Tax Appraisal Office may be notified of the dismissal and the cause for the dismissal.

Section 2: These remedies are cumulative to other remedies provided in the Business Organization Code and these Bylaws and all rules made pursuant hereto and any amendments hereof, and any other applicable laws.

## **ARTICLE IX: AMENDMENTS TO THE BYLAWS**

Section 1: The Bylaws may be amended, altered or repealed by a majority vote of the tract owners in attendance at an Association meeting.

Section 2: No amended rule or Bylaw shall be:

- A. In contravention of the laws of the State of Texas and/or Edwards County, Texas.
- B. Contrary to, or in opposition with, the requirements for a land owners' qualification for a 1-D-1 tax valuation as defined by the laws of the State of Texas and the procedures/qualifications of Edwards County, Texas.

Section 3: These Bylaws to be in effect until such time as a revised version is voted upon and approved by the tract owners in attendance at an Association meeting.

**CERTIFICATION:**

I, **Fred Lerma**, President of the **THE SYCAMORE CREEK RANCH WILDLIFE MANAGEMENT ASSOCIATION**, do hereby certify that the foregoing is a true and correct copy of the Bylaws of The Sycamore Creek Ranch Wildlife Management Association, a Texas Non-Profit Corporation, adopted by vote of the Board authorized by membership as documented in the minutes of the Annual meeting held on the 18<sup>th</sup> day of March 2017.

**THE SYCAMORE CREEK RANCH WILDLIFE MANAGEMENT ASSOCIATION**

BY: *Fred Lerma*  
President  
**Fred Lerma**

**STATE OF TEXAS**

**COUNTY OF** HARRIS

BEFORE ME, a notary Public, on this day personally appeared Kent Greening, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me the same was the act of said The Sycamore Creek Ranch Property Owners Association, a Texas Non-Profit Corporation, and that he has executed the same as the act of such Corporation for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and Seal of Office this 28 day of August, 2018

Notary Public, State of Texas  
My Commission Expires: April 14, 2020

*Trina Hlavaty*

Notary's Typed/Printed Name



## **Exhibit D**

### **The Sycamore Creek Ranch Wildlife Association (WMA)**

#### **WMA MANAGEMENT CERTIFICATE**

To Whom It May Concern, following is the required information as prescribed by State of Texas Property Code Title 11, Chapter 209, and Section 209.004.

1. Subdivision: Sycamore Creek Ranch Subdivision and Sycamore Creek Ranch Subdivision Phase II.
2. Name of Association: The Sycamore Creek Ranch Wildlife Management Association.
3. Subdivision in Edwards County, Texas recorded in Volume 2, Page 60A, Page 60B, Page 61A, Page 61B, Page 64A, Page 64B, Page 65A and Page 65B.
4. Contact information for Sycamore Creek Ranch Wildlife Management Association is as follows: 888/343-4859.

**LEASE OF LAND FOR PASTURE AND GRAZING**

Pasturing and grazing lease made, effective April 1, 2015, by and between Fred Lerma, authorized agent for Sycamore Creek Wildlife Management Association, here referred to as Lessor and William and Carl Hoefelmeyer, doing business as Flying H Angus, here referred to as Lessee.

The parties recite and declare:

- Lessee has certain cattle, all other forms of livestock are excluded, for which Lessee desires to have certain grazing and pasturage rights.
- Lessor has certain land that would be appropriate for grazing and pasturage of the Lessee's cattle.

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- Lessor leases to Lessee the premises of Lessor located in County of Edwards, State of Texas, described as follows: 8,400 acres, more or less, known as Sycamore Creek Ranch Subdivision Phase I and Sycamore Creek Ranch Subdivision Phase 2, collectively known as Sycamore Creek Ranch, recorded in public records of Edwards County, Volume 170, pages 676-687, Volume 172, Page 452 and Volume 176, Page 89.
- This lease shall commence on the above dated effective date and shall be for a term of ten (10) years terminated on March 31, 2025. If Edwards County rejects this lease as adequate to qualify for agricultural appraisal status at any time during the lease term, the Lessor may terminate or re-negotiate this lease at its sole discretion.
- Should Lessee contemplate a sublease, said sublease must be approved and signed by President of Sycamore Creek Wildlife Management Association prior to execution of sublease.

**SECTION 1 – FINANCIAL TERMS:**

Lessee will pay \$2.00 per acre per year. Full payment is due April 1<sup>st</sup> of each year of the lease.

SECTION 2 – LAND USE RESPONSIBILITIES:

Inst	Bk	Vol	Ps
1201	OR	374	289

LESSEE:

- Must not over graze pasturage
- Lessee to follow state and county guidelines for the number of acres required to support one head of cattle and stock accordingly, including use of all available pasturage.
- Hazardous materials are strictly prohibited from property
- Occupation of land is at Lessees' own risk. Lessor accepts no responsibility for the actions of Lessee. Lessor should be indemnified and released from any risk associated with the activities of the Lessee including, but not limited to, Attorney fees and other expenses
- Upon termination of lease, Lessee must remove cattle within thirty (30) days and repair any damages to the property, fencing and/or other structures

LESSOR:

- Must be responsible for fencing pertaining to and around:
  - Wildlife feeders
  - Dwellings
  - Other personal property
- Lease in no way limits Lessor(s) access to and use of the property
- Provide access from FM674
- No automotive batteries shall be left accessible to cattle

SECTION 3

Any modification(s) of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

IN WITNESS OF, each party to this agreement has caused it to be executed in  
Houston, Texas, County of Harris on the date indicated below:

Dated: March 18, 2015

[Signature]

Sycamore Creek Ranch Wildlife Management Association  
Fred Lerma, President of SCRWMA



I, Bruce Scott, Vice President of Sycamore Creek Ranch Wildlife Management Association  
concur with lease as written.

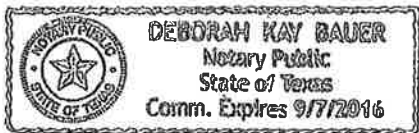
Dated: 3/17/15 Bruce Scott

IN WITNESS OF, each party to this agreement has caused it to be executed in  
Floresville, Texas, County of Wilson on the date indicated below:

Dated: 3/9/15

Carl Hoefelmeyer  
William Hoefelmeyer

Flying H. Angus  
William and Carl Hoefelmeyer



Deborah K. Bauer  
3/17/15