

**CERTIFICATE OF RESOLUTIONS****AUSTIN COLONY PROPERTY OWNERS ASSOCIATION, INC.,
A TEXAS NONPROFIT CORPORATION**

Date: February 10, 2015

Date of Adoption: February 10, 2015

Corporation: AUSTIN COLONY PROPERTY OWNERS ASSOCIATION, INC., a Texas
nonprofit corporation

The undersigned secretary of the Corporation certifies the following facts:

1. The Corporation is organized and operating under the laws of Texas, is qualified to do business in Texas, and is in good standing.
2. No proceeding for termination of the Corporation's certificate of formation or for voluntary or involuntary termination of the Corporation is pending.
3. Neither the articles of incorporation nor the bylaws of the Corporation limit the power of the Members of the Corporation to pass the resolutions below.
4. The undersigned is the Secretary of the Corporation and is authorized to make and sign this certificate.
5. The undersigned keeps the minutes of the proceedings of the Members of the Corporation, and the resolutions below are an accurate reproduction of resolutions made in those proceedings. They have not been amended, modified, or rescinded and are now in full force and effect.
6. Article X, Section 3 of the Declaration of Covenants, Conditions, and Restrictions for Austin Colony (the **Restrictions**), recorded under Clerk's File No. 200505830 in the Official Public Records of McLennan County, Texas, provides that the Restrictions may be amended at any time by an instrument signed by the Members of the Corporation entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both Classes of Membership as defined in Article IV, Section 2 of the Restrictions.
7. The undersigned keeps the records of membership in the Corporation. The entities or persons listed on Exhibit A are all of the Members of the Corporation. Each Member's Class of Membership, each Member's number of votes, and each Member's appointed proxy is also shown on Exhibit A.

8. A special meeting of the Members of the Corporation for the purpose of amending the Restrictions was called and held in accordance with the law, the Restrictions, and the bylaws of the Corporation.
9. The following resolutions were duly adopted by two-thirds (2/3) of the aggregate of the votes of both Classes of Membership on the Date of Adoption, as defined in Article IV, Section 2 of the Restrictions:

BE IT RESOLVED that Article V, Section 8 of the Restrictions shall be amended to read:

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of \$35.00 and shall also bear interest from its due date at the lesser of the rate of eighteen percent (18%) per annum or the maximum non-usurious interest rate as then may be permitted under applicable law in the State of Texas. The Board may change the amount of the late charge and the interest rate.* No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot, and the late charge, interest, costs of collection, and reasonable attorney's fees for any such action shall be added to the amount of such assessment as allowed by the Texas Property Code. Each Owner, by his acceptance of title to a Lot, hereby expressly vests in the Association or its agents the right 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 foreclosure on the defaulting Owner's Lot. The foreclosure of the lien may be instituted in the name of the Association, at the exclusive election of the Board, either judicially or non-judicially. Any non-judicial foreclosure sale shall be conducted in accordance with the provisions applicable to the exercise of such powers of sale according to the provisions of the Texas Property Code, as herein or therein set forth. The Declarant does hereby and each Owner, by accepting title to a Lot in the Subdivision, expressly grant to the Association, its Trustee, Marvin L. Steakley, and each successor trustee as hereinafter provided ("Trustee") a power of sale in connection with the continuing lien created and imposed by this Article V. The lien provided for in this Article V shall be in favor of the Association acting on behalf of the Owners, and the Association shall have the power to bid at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. *The maximum amount that the late charge may be increased by the Board each year is the greater of the increase in the Consumer Price Index for the year involved or ten percent (10%).

BE IT RESOLVED that Article IX, Section 1 of the Restrictions shall be amended to read:

Section 1. Residence Construction. No buildings shall be erected, altered, or permitted to remain on any Lot other than one (1) detached single-family Residence and attendant outbuildings not to exceed two (2) stories in height. Not more than one (1) detached single-family Residence shall be placed on a Lot. However, attendant outbuildings may include a second single-family residence to be used as quarters for short-term guests, long-term household employees, or relatives of the family occupying the Residence. In no circumstance, though, shall the second single-family residence be rented or leased to others. The living area of the second single-family residence shall not be more than 1,500 square feet, its roofline shall not be higher than that of the Residence, and its construction and exterior design shall be harmonious with that of the Residence. No barn shall be permitted on any Lot. Each Residence shall have a private garage for not less than two (2) cars, which shall not be used for residential purposes and which shall be connected to a Private Street by a driveway. During construction on any Lot, the Owner shall be responsible for ensuring that all contractors and subcontractors (i) abide by the construction guidelines adopted by the Architectural Review Committee, (ii) provide a hard surface on each Lot for the storage and operation of equipment and vehicles, (iii) provide a hard-surface access to each Lot from the paved portion of the Private Streets for unloading equipment and materials, and (iv) remove all construction materials and debris from the Lot at completion of the construction, including brush and trees cleared from the building site, and remove daily from the Private Streets all dirt, mud, and other materials deposited during construction. No Owner shall occupy a Residence until all construction, including the Residence, landscaping, irrigation, outbuildings, fencing, and the driveway, is fully completed in compliance with this Declaration and the Architectural Guidelines adopted by the Architectural Review Committee.

Article IX. Article IX, Section 12 of the Restrictions shall be amended to read:

Section 12. Walls, Fences, and Hedges. All Lots shall be fenced in accordance with specifications therefor established by the Architectural Review Committee. Prior to occupying a Residence, each Owner shall be responsible for constructing a fence along the perimeter of the rear and side property lines of the Owner's Lot. In no case shall a fence be constructed nearer the front of a Lot than the front building set back line shown on Exhibit A attached to the Declaration and incorporated therein. In the case of adjacent Lots sharing a common property line, each Owner shall be responsible for the Owner's proportionate percentage of the cost of the Lots' shared property-line fencing. Such cost shall be determined according to the market price, at the time that the fence is constructed, of a grade two (2) cedar fence with

metal posts, cedar rails, and dog-eared planks. In the event that an Owner has constructed a fence on a shared property line and paid the entire cost of the fence, said Owner shall give the adjacent Owner notice of the total cost and his proportionate share, which the adjacent Owner shall pay within thirty (30) days thereafter. If the Owner of the adjacent Lot fails to timely pay, the Owner who constructed the fence may file of record a Notice in the Real Property Records of McLennan County, Texas, setting forth the cost of the fence and a charge against the adjacent Lot for reimbursement of the proportionate percentage of the cost of the adjacent Owner's shared property-line fencing. Said charge shall run with the land and be binding thereon and shall also bear interest from its due date at the lesser of the rate of eighteen percent (18%) per annum or the maximum non-usurious interest rate as then may be permitted under applicable law in the State of Texas. After construction of the fencing, each Owner shall own and maintain said fences in a neat and attractive manner. In the case of commonly owned property line fences, each Owner of the adjoining Lots shall own an undivided fifty percent (50%) interest in his proportionate percentage of the commonly shared fence. In the event of a dispute between Owners concerning the undivided proportionate percentage of ownership and maintenance of the fences, general rules of law governing party walls shall apply. The Declarant will be responsible for construction, and the Association will be thereafter responsible for maintaining, those parts of the perimeter fencing which are on any Common Area, specifically including but not limited to the entry gate. The Architectural Review Committee shall have the authority to temporarily waive the requirements for currently existing fences along the rear property line of a Lot to conform to the specification for other fences.

The Architectural Review Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations in height, location, and construction materials related to fences and walls which in its judgment will result in a more beneficial use. Any wall, fence, or hedge erected as protective screening on a Lot by the Declarant, its agents, or its assigns shall pass ownership with title to the Lot, and it shall be the Owner's responsibility to thereafter maintain said protective screening.

The rest of Article IX shall remain as stated in the Restrictions.

BE IT RESOLVED that Article X, Section 1 of the Restrictions shall be amended to read:

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, or charges now or hereafter imposed by the provisions of this Declaration. In addition, the Board or the Architectural Review Committee may levy a fine against an Owner ~~(other than the Declarant, its agents, or its assigns)~~

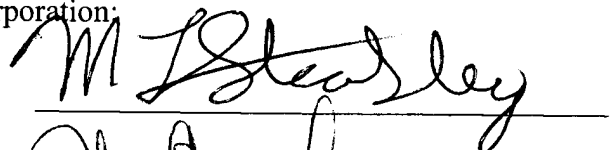
and payable to the Association for noncompliance with any covenant or restriction herein contained, any rule or regulation adopted by the Board, any guideline adopted by the Architectural Review Committee, or any determination made by the Architectural Review Committee that the Owner fails to cure within thirty (30) days after notice of noncompliance from the Architectural Review Committee. The fine for noncompliance will be not more than \$100.00 a month for each month that such an Owner fails to comply with the applicable covenant, restriction, rule, regulation, guideline, or determination. The Board may change the amount of the fine; the fine for noncompliance shall be considered a special assessment and subject to the provisions of Article V of these Restrictions.

Failure by the Association, any Owner, the Board, or the Architectural Review Committee to enforce any covenant, restriction, rule, regulation, guideline, or determination shall in no event be deemed a waiver of the right to do so thereafter. If such enforcement is prevented, in whole or in part, by any statute or regulation which is subsequently superseded to permit enforcement, no act or omission of the Association, any Owner, the Board, or the Architectural Review Committee during the period when enforcement was prevented shall be deemed to have waived or otherwise limited the subsequent enforcement of such covenant, restriction, rule, regulation, guideline, or determination to the full extent of its original meaning and tenor.

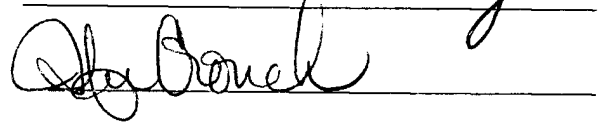
The rest of Article X shall remain as stated in the Restrictions.

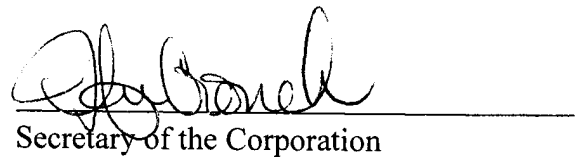
- 10. Set forth below is a list of the names, titles, and signatures of the individuals who are currently serving as officers of the Corporation:

President Marvin L. Steakley



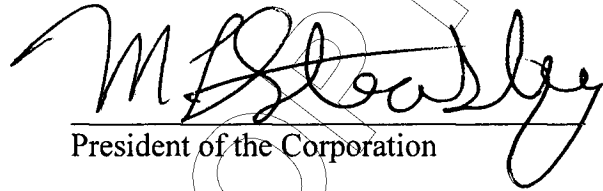
Secretary Jennifer Crouch




Secretary of the Corporation

*provided, however, that the maximum amount the fine may be increased by the Board each year is the greater of the increase in the Consumer Price Index for the year involved or ten percent (10%).

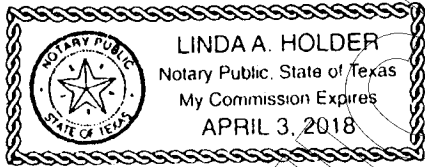
The undersigned hereby certifies that he is the duly elected and qualified President of Austin Colony Property Owners Association, Inc.; that Jennifer Crouch is the duly elected and qualified Secretary of Austin Colony Property Owners Association, Inc.; that the signature above is Jennifer Crouch's genuine signature; and that the foregoing certificate of resolutions is true and correct.

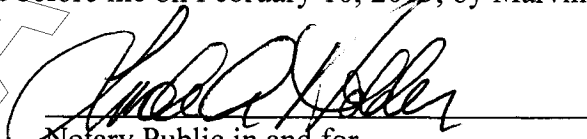


President of the Corporation

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

THIS INSTRUMENT was acknowledged before me on February 10, 2015, by Marvin L. Steakley in the capacity stated.

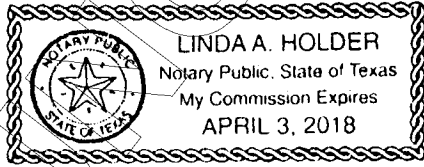


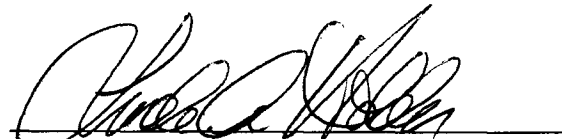


Notary Public in and for
The State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

THIS INSTRUMENT was acknowledged before me on February 10, 2015, by Jennifer Crouch in the capacity stated.





Notary Public in and for
The State of Texas

EXHIBIT A TO
CERTIFICATE OF RESOLUTIONS
AUSTIN COLONY PROPERTY OWNERS ASSOCIATION, INC.,
A TEXAS NONPROFIT CORPORATION

<u>Name/Proxy</u>	<u>Member's Class of Membership</u>	<u>Member's Number of Votes</u>
Robert Spencer; Marvin Steakley, Proxy	Class A	1
Lin Elliott; Marvin Steakley, Proxy	Class A	1
Alliance Bank; Marvin Steakley, Proxy	Class A	1
Sherrie O'Flaherty; Marvin Steakley, Proxy	Class A	1
Janet and David Rusnail; Marvin Steakley, Proxy	Class A	1
Brazos Star Homes	Class A	12
Marvin L. Steakley	Class A	5
DSS Subdivision, L.P.	Class B	50
David Steakley; Marvin Steakley, Proxy	Class A	2
Dagley Holdings; Marvin Steakley, Proxy	Class A	25
Lisa Bray; Marvin Steakley, Proxy	Class A	1
Patrick Matus; Marvin Steakley, Proxy	Class A	2
Charles Butler, Marvin Steakley, Proxy	Class A	1
Mark Molken Buhr; Marvin Steakley, Proxy	Class A	1
Kimberly Thompson; Marvin Steakley, Proxy	Class A	1
Michael Lynn	Class A	1
Peter Campbell	Class A	1
Brad and Cara Hough	Class A	1
Brian Giedt	Class A	1
Ken Webb	Class A	1
Jennifer Crouch	Class A	1
Katherine Tharp	Class A	1
Karmin Wilson	Class A	1
Jacob Moore; Marvin Steakley, Proxy	Class A	1
Laura Mach, Marvin Steakley, Proxy	Class A	1

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

J. A. "Andy" Harwell

J. A. "Andy" Harwell, County Clerk
02/26/2015 10:11 AM
Fee: \$40.00
2015005670 RESOLUTION
McLennan County, Texas