

Hays County  
Linda C. Fritsche  
County Clerk  
San Marcos, Texas 78666



70 2000 80025605

Instrument Number: 2008-80025605

As

Recorded On: August 28, 2008

OPR RECORDINGS

Parties: SILVERADO ESTATES

Billable Pages: 5

To

Number of Pages: 6

Comment:

( Parties listed above are for Clerks reference only )

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

OPR RECORDINGS	32.00
Total Recording:	32.00

\*\*\*\*\* 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:

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SOUTHWESTERN TITLE  
ORIG TO RUNNER/ CUSTOMER  
SAN MARCOS TX 78666



State of Texas |  
County of Hays

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

*Linda C. Fritsche*  
Linda C. Fritsche, County Clerk

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SILVERADO ESTATES**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Silverado Estates is executed by Herly International, L.L.C., a Texas limited liability company ("Declarant") as of August 25, 2008.

**RECITALS**

- A. Declarant executed that certain Amended, Consolidated and Restated Declaration of Covenants, Conditions and Restrictions for Silverado Estates ("Restrictions"), which are recorded in (i) Volume 2411, Page 450 of the Official Public Records of Hays County, Texas and (ii) Volume 335, Page 168 of the Official Public Records of Blanco County, Texas covering the real property more fully described therein;
- B. In the Restrictions, reference is made to Silverado Estates Owners Association, Inc. and it is defined as the "Association" in the Restrictions;
- C. In Article V of the Restrictions, there is a reference to "Silverado Estates" as well as the Association;
- D. Declarant desires to clarify the fact that there is only one owners' association and that is "Silverado Estates Owners Association, Inc.";

NOW THEREFORE, Article V of the Restrictions is hereby deleted and the following is substituted therefor:

**ARTICLE V  
SILVERADO ESTATES OWNERS ASSOCIATION, INC.**

5.01 Organization. The Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in the Articles and Bylaws and in this Declaration. Neither of the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. Any Person, upon becoming an Owner, shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said property interest.

5.03 Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association, and on all other matters to be voted on by the Members, shall be calculated as provided below. Owners entitled to votes pursuant to (a) below are hereinafter sometimes referred to as "Class A Members." Declarant, which is entitled to vote pursuant to (b) below, is hereinafter sometimes referred to as the "Class B Member."

(a) The Owner of each Lot within the Property shall have one vote.

(b) In addition to the votes to which it is entitled by reason of subparagraph (a) of this section for every one (1) vote to which Declarant is entitled due to its ownership of Lots, Declarant shall have an additional three (3) votes for each acre contained in each Lot owned by Declarant until the earlier of (i) December 31, 2008 or (ii) the number of total votes in Class A equals the number of total votes in Class B. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under subparagraph (A) of this section.

**5.04 Powers and Authority of the Association.** The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) Silverado Estates Rules and Bylaws. To make, establish, and promulgate, and in its discretion to amend or repeal and re-enact, such Silverado Estates Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(c) Records. To keep books and records of the Association's affairs.

(d) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot for the purpose of enforcing the Silverado Estates Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Silverado Estates Restrictions, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Silverado Estates Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Silverado Estates Restrictions.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein including fee title, leasehold estates, easements, rights-of-way, or mortgages out of,

in, on, over, or under any Association property for the purpose of constructing, erecting, operating, or maintaining the following:

- (1) Parks, parkways or other recreational facilities or structures;
- (2) Roads, streets, walks, driveways, trails and paths;
- (3) Lines, cables, wires, conduits, pipelines or other vices for utility purposes;
- (4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines;  
and/or
- (5) Any similar public, quasi-public or private improvements or facilities.

Nothing above, however, shall be construed to permit use or occupancy of any improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration.

(h) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power, or function so delegated.

(i) Association of Property Services. To pay for landscaping, gardening water at the entrance, mowing of the right of way and electricity for well pump.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay for other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles or Bylaws of the Association.

(k) Construction on Association Property. To construct new improvements or additions to Association properties, subject to the approval of the Architectural Committee as required by this Declaration.

(l) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or other person.

(m) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease gift, or otherwise.

5.05 Maintenance. The Association shall (i) maintain all streets which have been completed but not accepted by the appropriate governmental entity for maintenance, (ii) maintain all Common Area dedicated to the Association for maintenance, by or with the consent of Declarant, and (iii) maintain the landscaping and entry sign located at the entrance of the Property, and all median strips which have not been accepted by any governmental entity for maintenance.

5.06 Common Area. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(a) To accept, own, operate, and maintain all Common Area which may be conveyed or leased to it by Declarant, together with all improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own operate, and maintain all other property, real and personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by, or leased to, the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.

(b) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(c) To execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second, or other junior lien as shall be deemed appropriate by the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the Association deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of the members of the Association, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Declaration.

(d) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment in the Common Area. Such insurance shall be in an amount as the Board shall deem appropriate.

5.07 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere, of its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant, or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

Except as expressly amended herein, the Restrictions shall continue in full force and effect.

Executed as of the date first stated above.

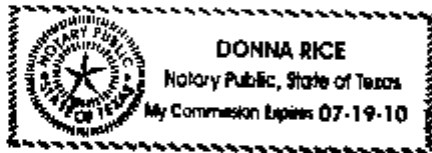
Henly International, L.L.C.  
A Texas limited liability company

By: Robert E. Peerman MGR  
Manager

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 27<sup>th</sup> day of August, 2008 by Robert E. Peerman, Manager of Henly International, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



Donna Rice  
Notary Public, State of Texas

My Commission expires: July 19, 2010

~~After Recording Return to:  
Robert Peerman  
11313 Oak Branch Dr.  
Austin, Tx 78737~~

**AFTER RECORDING RETURN TO:**  
Southwestern Title  
P.O. Box 1110  
Dripping Springs, TX 78620