

**FIRST AMENDMENT TO SPEAR'S RANCH ON SALADO CREEK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

This First Amendment to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made and executed by Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership ("Spear's Partnership"), and is as follows:

RECITALS:

A. Spear's Partnership is the Declarant under that certain Spear's Ranch on Salado Creek Declaration of Covenants, Conditions, and Restrictions, recorded as Document No. 2001010205, Official Public Records of Williamson County, Texas (the "Declaration").

B. In accordance with Section 10.03 of the Declaration, the Declaration may be amended by Declarant, so long as Declarant owns any of the Property under the Declaration, and Declarant obtains the approval of the Board of Directors of the Spear's Ranch on Salado Creek Property Owners Association, Inc., and such amendment is recorded in the official public records of Williamson County, Texas.

C. As of the date hereof, Spear's Partnership owns various Lots within the Property.

D. The Board has approved this Amendment by resolution dated of even date herewith.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration, as amended, as follows:

1. Article 8, Section 8.07 is hereby deleted and replaced with the following Article 8, Section 8.07 which is as follows:

"8.07 Oil Development Prohibited. Declarant reserves all oil, gas, lignite, coal, water, sand, gravel and other minerals that are in and under the Property and that may be produced from it. Declarant shall also have the right to conduct rock excavation including the using of explosives for purposes of blasting said rock during the construction and maintenance of all roads on the Property, and on any land adjacent to the Property."

2. Article 8, Section 8.10 is hereby deleted and replaced with the following Article 8, Section 8.10 which is as follows:

"8.10 Fences, Driveways. No fences shall exceed eight (8) feet in height. All driveways must be of a dip-type construction and culverts are specifically prohibited as a component of driveways."

3. Capitalized Terms, Conflict. Any capitalized terms used and not otherwise specifically defined in this Amendment shall have the meaning set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written. In the event of a conflict between the terms of this Amendment and the Declaration, this Amendment is intended and shall be construed as controlling.

EXECUTED to be effective as of the 21 day of May, 2001.

DECLARANT:

Spear's Ranch on Salado Creek, Ltd.,
a Texas limited partnership

By: Spear's Ranch, LLC, a Texas limited liability
company, its general partner

By: *A. Leon Thompson, Jr.*
A. Leon Thompson, Jr., Vice-President

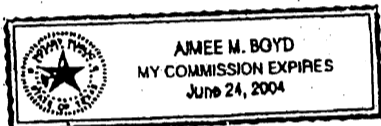
STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this 21 day of May, 2001, by A. Leon Thompson, Jr., the Vice President of Spear's Ranch, LLC, a Texas limited liability company, the general partner of Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership, on behalf of said entities.

(seal)



Amee M. Boyd
Notary Public Signature

AFTER RECORDING, RETURN TO:

Jeb Brown
2211 Norfolk, Suite 1150
Houston, TX 77098

**RESOLUTIONS OF THE DIRECTORS
OF SPEAR'S RANCH ON SALADO CREEK PROPERTY OWNERS ASSOCIATION, INC.**

Spear's Ranch on Salado Creek Property Owners Association, Inc., a Texas corporation (the "Company") adopted in all respects, the following resolutions at a duly constituted meeting of its Board of Directors.

WHEREAS, the Company has been presented with a proposal by Spear's Ranch on Salado Creek, Ltd. to amend the Spear's Ranch on Salado Creek Declaration of Covenants, Conditions, and Restrictions, recorded as Document No. 2001010205, Official Public Records of Williamson County, Texas (the "Declaration"); and

WHEREAS, Section 10.03 of the Declaration provides that the Declaration may be amended by Declarant, so long as Declarant owns any of the Property under the Declaration, and Declarant obtains the approval of the Board of Directors of the Company.

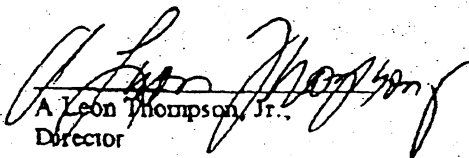
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Company, by its signatures below, hereby approve of the proposed amendment to the Declaration, in the form attached hereto as Exhibit "A" (the "Amendment"); and further

RESOLVED, that the affixing of the corporate seal or the attestation of the Secretary of the Company shall not be required to make any instruments, documents or assurances utilized in consummating the transactions contemplated hereby valid, binding and enforceable upon the Company; and further

RESOLVED, that all actions heretofore taken by the officers, directors and shareholders of this Company, and all things done by their authority, with respect to the organization of the Company, and in connection with the Amendment, be and the same are hereby ratified and approved; and further

RESOLVED, that the transactions contemplated by the foregoing resolutions are reasonably expected to benefit the Company, both directly and indirectly.

Executed by the Board of Directors of the Company as of the 21 of May, 2001:


A. Leon Thompson, Jr.,
Director

John W. Gravenor, Director

Andrew A. Schatte, Director

Michael D. Surface, Director

2001000702 P35

**ADDITION OF LAND TO
SPEAR'S RANCH ON SALADO CREEK
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS**

This Addition of Land to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions (the "Addition") is made as of the date set forth below by Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership ("Spear's"), and is as follows:

WHEREAS, Spear's is the owner of Spear's Ranch on Salado Creek Section Two, a subdivision in Williamson County, Texas, according to the plat thereof recorded as Document Number 2001082363 Williamson County Real Property Records, and at Cabinet V, Slides 136 – 139, Williamson County Plat Records (collectively, "Section Two"); and

WHEREAS, Spear's is the Declarant under that certain Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions, dated February 14, 2001, and recorded as Document Number 2001010205, Williamson County Real Property Records, as amended by that certain First Amendment to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions dated May 21, 2001, and recorded as Document Number 2001037382, Williamson County Real Property Records (collectively, the "Declaration"); and

WHEREAS, the Declaration governs the development and use of Spear's Ranch on Salado Creek Subdivision Section One, a subdivision in Williamson County, Texas, according to the plat recorded as Document Number 2000076080, Williamson County Plat Records ("Section One"); and

WHEREAS, Section Two is adjacent to Section One; and

WHEREAS, the Declaration provides in Section 2.01 provides that the Declarant, until the Control Transfer Date, shall have the right to add real property to the provisions of the Declaration; and

WHEREAS, the Declaration defines the Control Transfer Date to include the date Declarant no longer owns any Lots (as that term is defined in the Declaration), and

WHEREAS, Declarant still owns numerous Lots (as that term is defined in the Declaration) and the Control Transfer Date has not occurred; and

WHEREAS, Declarant desires to add Section Two to the provisions of the Declaration;

NOW THEREFORE, Declarant states as follows:

1. As of the date of the recordation of this Addition, Section Two is hereby added to the provisions of the Declaration, so that all property within Section Two shall be subject to the provisions of the Declaration.
2. From and after the date hereof, the term "Property" in the Declaration shall include all the property within Section Two.
3. The restrictions in Section 8.26 of the Declaration shall only apply to the specific Lots listed therein which are in Section One.

4. Capitalized Terms, Conflict. Any capitalized terms used and not otherwise specifically defined in this Addition shall have the meaning set forth in the Declaration. Unless expressly amended by this Addition, all other terms and provisions of the Declaration shall remain in full force and effect as written. In the event of a conflict between the terms of this Addition and the Declaration, this Addition is intended and shall be construed as controlling.

EXECUTED to be effective as of the 19th day of November, 2001.

DECLARANT:
Spear's Ranch on Salado Creek, Ltd.,
a Texas limited partnership

By: Spear's Ranch, LLC, a Texas limited liability company, its general partner

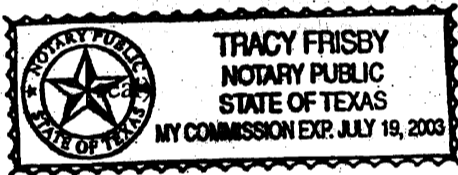
By: John W. Gravenor
John W. Gravenor, Secretary

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 19th day of November, 2001, by John W. Gravenor, Secretary of Spear's Ranch, LLC, a Texas limited liability company, the general partner of Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership, on behalf of said entities.



Tracy Frisby
Notary Public Signature

AFTER RECORDING, RETURN TO:

Jeb Brown
2211 Norfolk, Suite 1150
Houston, TX 77098

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

11-26-2001 03:55 PM 2001086996
HODGES \$11.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

DECLARATION OF EASEMENTS AND RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Declaration of Easements and Restrictions ("Declaration") is made by Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership ("Owner"), and is as follows:

R E C I T A L S

A. Owner is the owner of the property legally described as Lots 5, 6, 7 and 8, Spear's Ranch on Salado Creek Section Two, a subdivision in Williamson County, Texas, according to the plat thereof recorded as Document Number 2001082363, and Cabinet V, Slides 136 – 139, Williamson County Plat Records (individually, a "Lot", and collectively, the "Lots" or the "Property").

B. Owner desires to impose certain restrictions on the Property to assure access to and from the Property for pedestrian and vehicular traffic.

NOW, THEREFORE, the Owner hereby declares that the Property shall be held, sold, and conveyed subject to the following easements and restrictions for the purpose of assuring access to and from the Property for pedestrian and vehicular traffic.

1. **Creation of Easement.** Owner hereby creates and reserves an easement for vehicular and pedestrian ingress and egress across a portion of the Property described in the attached Exhibit "A" (the "Access Easement"). The Access Easement is hereby reserved for the non-exclusive right to ingress and egress for: (i) all Lots within the Property to and from Palomino Cove, a private street, by vehicular and pedestrian traffic; and (ii) each Lot to the other Lots by vehicular and pedestrian traffic; across the common boundary line separating each Lot and within each Lot.

2. **Character of Easement.** The easement is appurtenant to each Lot. Any change of any aspect of a Lot will not interfere with the free access of pedestrian or vehicular traffic to or from Palomino Cove or between the Lots. This Declaration is not a conveyance of an interest in real property to the public or any governmental body.

3. **Duration of Easement.** The easement, rights, and privileges herein granted shall be perpetual.

4. **Exclusiveness of Easement.** The easement, rights, and privileges herein granted are non-exclusive, and Owner shall have the right to enter upon and use the Easement Tract for any purpose which is not inconsistent with the easement, rights, and privileges granted hereunder. Owner shall also be entitled to grant such other easements on or across the Easement Tract not otherwise inconsistent with the easement, rights, and privileges granted hereunder.

5. **Improvement and Maintenance.** The owner of each Lot shall have the right to improve the Easement Tract consistent with the purposes for which this Easement is granted, including but not limited to construction of a paved driveway, curbs, gutters, or sidewalks. The cost of maintaining the improvements on or in the Easement Tract shall be shared equally by each owner of a Lot, their successors and assigns. The construction, maintenance and repair of the improvements on the Easement Tract shall be in compliance with the terms and provisions of that certain Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions, recorded as Document Number 200100205, Williamson County Real Property Records, as it may be amended, and the recorded plat of Spear's Ranch on Salado Creek Section Two subdivision, as

recorded as Document Number 2001082363, and Cabinet V, Slides 136 – 139, Williamson County Plat Records, as it may be amended, as well as any additional rules, regulations, and guidelines adopted thereunder.

6. **Enforcement.** Any owner of a Lot within the Property, and the Spear's Ranch on Salado Creek Property Owners Association, Inc. shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Declaration. Failure to enforce any easement or restriction created in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

7. **Modification and Termination.** This Declaration may be modified, amended, or terminated only by the joint action of both: (a) the Spear's Ranch on Salado Creek Property Owners Association, Inc; and (b) all of the owners of the Property at the time of such modification, amendment, or termination. Such joint action shall only become effective after it has been reduced to writing, signed by the parties filed in the Real Property Records of Williamson County, Texas.

8. **Conformity with Existing Law.** Nothing in this Declaration shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Declaration which may require or permit such a violation shall yield to the law, regulation or requirement.

9. **Obligations Run With the Land.** The obligations of the Owner created in this Declaration run with the land described as the "Property" defined above.

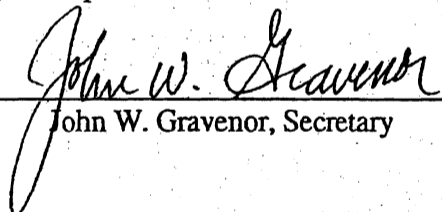
10. **Severability.** If any part of this Declaration or the application of this Declaration or set of circumstances is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Declaration shall not be affected thereby. All provisions of this Declaration are, therefore, severable for the purpose of maintaining in full force and effect the remaining provisions of this Declaration.

EXECUTED on this the 19th day of November, 2001.

GRANTOR:

SPEAR'S RANCH ON SALADO CREEK, LTD.,
a Texas limited partnership

By: Spear's Ranch, L.L.C.,
a Texas limited liability company
its general partner

By: 
John W. Gravenor, Secretary

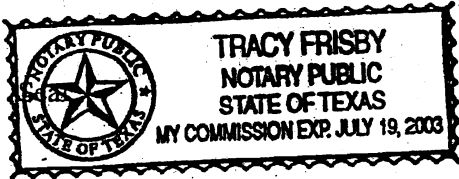
THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on the 9th of November, 2001, by John W. Gravenor, the Secretary of Spear's Ranch, L.L.C., a Texas limited liability company, the general partner of Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership, on behalf said company and partnership.

Tracy Frisby
Notary Public Signature



DALE L. OLSON

Registered Professional Land Surveyor

711 Water Street

Bastrop, TX 78602

Phone (512) 321-5476 * Fax (512) 303-5476

FIELD NOTES FOR A 60 FOOT ACCESS EASEMENT IN SPEAR'S RANCH ON SALADO CREEK, SECTION TWO, WILLIAMSON COUNTY, TEXAS.

BEING a 60 foot access easement out of and being a part of Lot No. 6 and Lot No. 7, Spear's Ranch on Salado Creek, Section Two, a subdivision in Williamson County, Texas, as recorded in Plat Cabinet V, Slides 136-139, Williamson County Plat Records, Williamson County, Texas. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

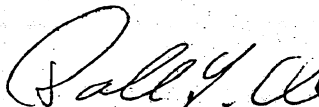
BEGINNING at a 5/8 inch iron rod found in the curving west line of Palomino Cove, a 60 foot roadway as shown on plat of Spear's Ranch on Salado Creek, Section One, a subdivision in Williamson County, as recorded in Plat Cabinet T, Slides 209-223, Williamson County Plat Records, the most southerly corner of Lot No. 8 and most easterly corner of Lot No. 7 of which this is a part, for then northeast corner of the herein described easement.

THENCE with the west line of Palomino Cove and most easterly lines of Lots No. 7 and 6, along a curve to the left whose radius is 780.00 feet; whose long chord bears S 02 deg. 07 min. 34 sec. E, 61.19 feet; at 30.48 feet pass a 5/8 inch iron rod found for the common corner of Lots No. 7 and 6, 61.20 feet in all along the arc to a 5/8 inch iron rod found for the most easterly southeast corner of Lot No. 6 and most easterly corner of Lot No. 5, for the southeast corner of the herein described easement.

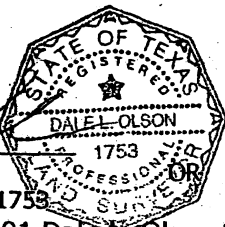
THENCE on a line 30 feet from and parallel to the north line of Lot No. 5, N 80 deg. 48 min. 43 sec. W, at 901.80 feet pass a 5/8 inch iron rod found for the northwest corner of Lot No. 5 and interior corner of Lot No. 6, continuing a total distance of 996.84 feet to a point for the southwest corner of the herein described easement.

THENCE N 01 deg. 11 min. 17 sec. E, at 30.00 feet pass a 5/8 inch iron rod found for a common angle corner of the north line of Lot No. 6 and south line of Lot No. 7, continuing a total distance of 60.00 feet to a point in the lower north line of Lot No. 7 and south line of Lot No. 8, for the northwest corner of the herein described easement, from which a 5/8 inch iron rod found for a common corner of same bears N 80 deg. 48 min. 43 sec. W, 43.64 feet.

THENCE with said common line of Lots No. 7 and 8, S 80 deg. 48 min. 43 sec. E, 984.83 feet to the POINT OF BEGINNING.



Dale L. Olson
Reg. Pro. Land Surveyor 1753



Michael D. Olson
Reg. Pro. Land Surveyor 5386

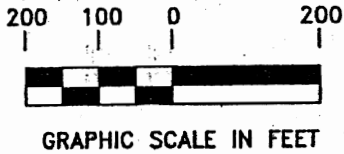
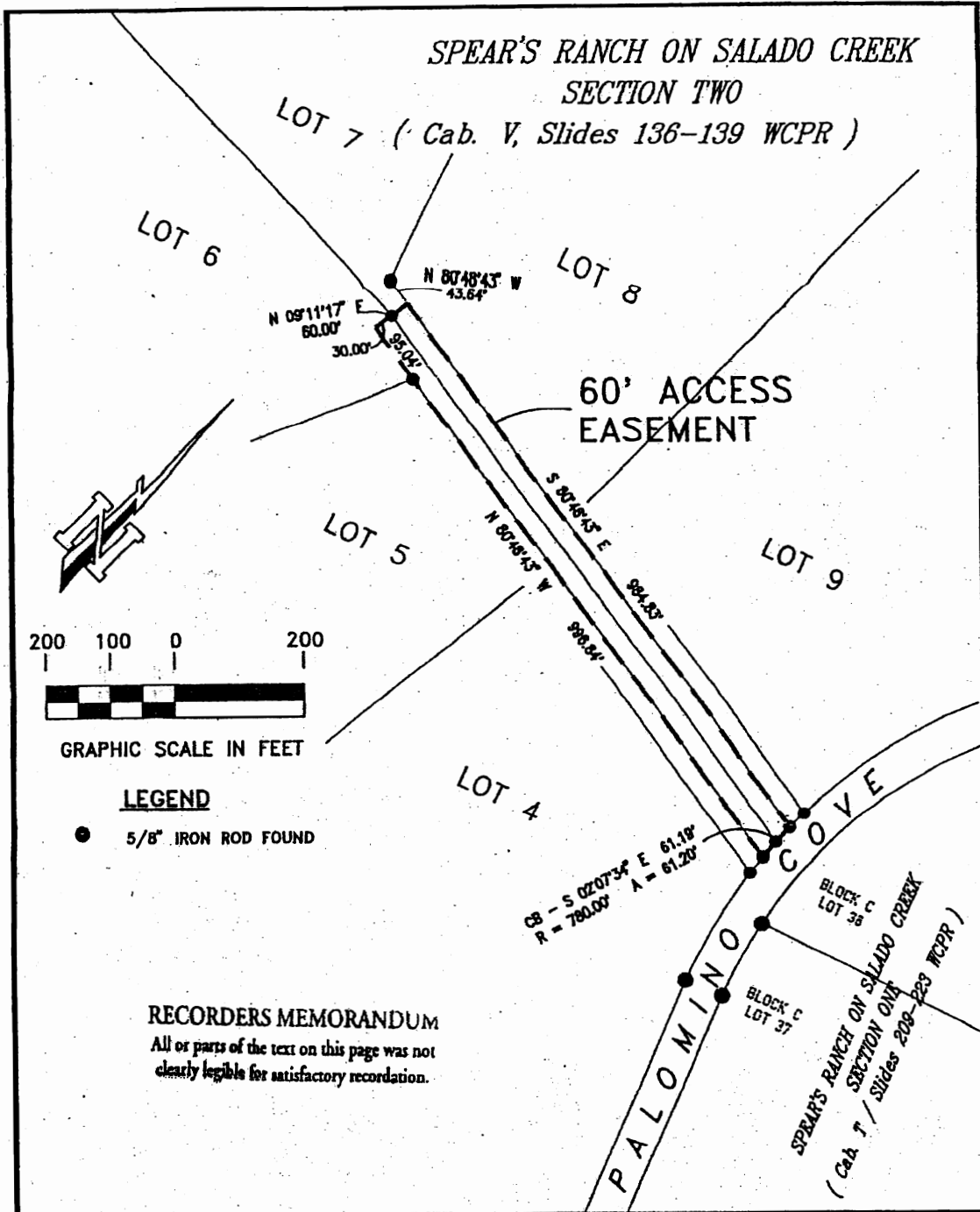
©2001 Dale L. Olson Surveying Co.

Order # 183299sec2e

Date Created: 10/31/01

**SPEAR'S RANCH ON SALADO CREEK
SECTION TWO**

LOT 7 (Cab. V, Slides 136-139 WCPR)



GRAPHIC SCALE IN FEET

LEGEND

● 5/8" IRON ROD FOUND

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

NO portion of this tract lies within a SPECIAL FLOOD HAZARD AREA designated as such by the Department of Housing and Urban Development, Federal Insurance Administration, as shown on FPM Number: for WILLIAMSON COUNTY, TEXAS.
Effective Date:
This Tract lies in Zone(s) I.
Base Flood Elevation: N/A

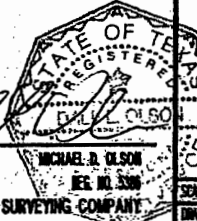
The undersigned does hereby certify to the Title Agency, Underwriter, Lender, Mortgage Co. and/or Purchaser, that this survey was, this day, made on the ground, and is correct, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines, or marks in place, except as shown hereon, and that said property has access to and from a dedicated road way, except as shown hereon.

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT
of a 60' ACCESS EASEMENT, on the LOTS 6 and 7, SPEAR'S RANCH ON SALADO CREEK, SECTION TWO, a Subdivision recorded in Plat Cabinet V, Slides 136-139, WILLIAMSON COUNTY PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:
This Flood Statement, as determined by a FEMA-FIA FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may increase by Man-Made or Natural Causes.
THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR

DALE L. OLSON
REG. NO. 093
DALE L. OLSON SURVEYING COMPANY
DATE: 30 OCT 01



SCALE	1" = 200.00'	SPEAR'S RANCH ON SALADO CREEK
INVESTMENT	2 Copies	
DATE	30 OCT 01	DESK-FILE JAWEL-ESM ORDER PLAN FILE -0-

ORIGINAL FILED
BUT NOT COMPARED

**SECOND AMENDMENT TO SPEAR'S RANCH ON SALADO CREEK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

MAY 23 2005

Dancy E. Rater
County Clerk, Williamson Co. TX

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Second Amendment to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made and executed by Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership ("Spear's Partnership"), and is as follows:

RECITALS:

A. Spear's Partnership is the Declarant under that certain Spear's Ranch on Salado Creek Declaration of Covenants, Conditions, and Restrictions, dated February 14th, 2001, and recorded as Document No. 2001010205, Official Public Records of Williamson County, Texas, which was amended by that certain First Amendment to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions, dated May 21, 2001, and recorded as Document No. 2001037382, Official Public Records of Williamson County, Texas (as amended, the "Declaration").

B. Exhibit "A" to the Declaration is the Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association (the "WMA Bylaws").

C. The MWA Bylaws provide that they may be amended by action of the Stewardship Committee (the "Committee") of the Spear's Ranch Wildlife Management Association (the "WMA").

D. The Committee has amended the WMA Bylaws.

E. The Declarant desires to record an amendment to the Declaration to give notice of the amendment to the WMA Bylaws.

F. In accordance with Section 10.03 of the Declaration, the Declaration may be amended by Declarant, so long as Declarant owns any of the Property under the Declaration, and Declarant obtains the approval of the Board of Directors of the Spear's Ranch on Salado Creek Property Owners Association, Inc., and such amendment is recorded in the official public records of Williamson County, Texas.

G. As of the date hereof, Spear's Partnership owns various Lots within the Property.

H. The Board has approved this Amendment by resolution dated of even date herewith.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration as follows:

1. The Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association, contained in Exhibit "A" to the Declaration, has been amended according to its terms, and such amendment is attached hereto as Exhibit "1".

2. Capitalized Terms, Conflict. Any capitalized terms used and not otherwise specifically defined in this Amendment shall have the meaning set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written. In the event of a conflict between the terms of this Amendment and the Declaration, this Amendment is intended and shall be construed as controlling.

EXECUTED to be effective as of the 6th day of May, 2005.

DECLARANT: Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership

By: Spear's Ranch, L.L.C., a Texas limited liability company, its general partner

By: John W. Gravenor
John W. Gravenor, President

STATE OF TEXAS

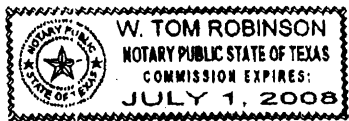
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COUNTY OF HARRIS

This instrument was acknowledged before me on this 6th day of May, 2005, by John W. Gravenor, the President of Spear's Ranch, L.L.C., a Texas limited liability company, the general partner of Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership, on behalf of said entities.

W. Tom Robinson
Notary Public Signature

(seal)



AFTER RECORDING, RETURN TO:

Jeb Brown
Attorney at Law
2211 Norfolk, Suite 1150
Houston, TX 77098

Exhibit "1"

**FIRST AMENDMENT TO
DECLARATION OF PURPOSE AND BYLAWS
OF THE SPEAR'S RANCH WILDLIFE MANAGEMENT ASSOCIATION**

This First Amendment to Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association is made and executed by the undersigned members of the Stewardship Committee (the "Committee") of the Spear's Ranch Wildlife Management Association (the "WMA") and is as follows:

Whereas, the Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association, were adopted on February 14th, 2001 (the "Bylaws"); and

Whereas, Article V, Section 3 of the Bylaws provides that the Bylaws may be altered or amended by a vote of a majority of the authorized number of members of the Committee; and

Whereas, in accordance with Article II, Section 9 of the Bylaws, by written consent dated of even date herewith, a copy of which is attached hereto, the members of the Committee unanimously approved this amendment to the Bylaws as described herein.

Now Therefore, the Bylaws are hereby amended as follows:

1. Article I of the Bylaws, is hereby amended by adding a new Section 11 as follows:

Section 11. Duties of Members. Each Member of the Wildlife Management Association is required to have a Wildlife Management Plan written and implemented by a consultant selected by the Stewardship Committee. The Members are required to submit their Wildlife Management Plans to the Stewardship Committee. The Members' Wildlife Management Plans are required to comply with the Texas Property Tax Code Section 23.51(7), which requires that at least three of the following wildlife management practices be implemented on the property: (a) habitat control; (b) erosion control; (c) predator control; (d) providing supplemental supplies of water; (e) providing supplemental supplies of food; (f) providing shelter; and (g) making of census counts to determine population. Members are also obligated to share the costs of implementing the Wildlife Management Plan in the common areas. The Members are required to notify the Stewardship Committee of any changes they make to their Wildlife Management Plan.

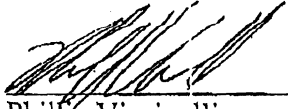
2. Article II, Section 3 of the Bylaws is hereby amended by adding the following text to the end of Article II, Section 3:

"Specifically, the Stewardship Committee will ensure the implementation of the Members' Wildlife Management Plans. The Committee will keep on file all of the Members' Wildlife Management Plans, which will be written and implemented by a consultant selected by the Committee. The Committee will perform inspections to ensure that the Members' Wildlife Management Plans are

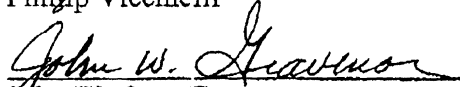
properly implemented and comply with the Texas Property Tax Code Section 23.51(7)."

This Amendment is effective as of May 6th, 2005.

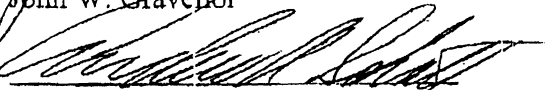
Approved by Stewardship Committee Members:



Phillip Viccinelli



John W. Gravenor



Andrew A. Schatte



Joe Brown



Tom Robinson

**SECOND AMENDMENT TO
DECLARATION OF PURPOSE AND BYLAWS
OF THE SPEAR'S RANCH WILDLIFE MANAGEMENT ASSOCIATION**

This Second Amendment to Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association is made and executed by the undersigned members of the Stewardship Committee (the "Committee") of the Spear's Ranch Wildlife Management Association (the "WMA") and is as follows:

Whereas, the Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association, were adopted on February 14th, 2001, and were amended pursuant to that certain First Amendment to Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association dated May 6th, 2005 (as amended, the "Bylaws"); and

Whereas, Article V, Section 3 of the Bylaws provides that the Bylaws may be altered or amended by a vote of a majority of the authorized number of members of the Committee; and

Whereas, in accordance with Article II, Section 9 of the Bylaws, by written consent dated of even date herewith, a copy of which is attached hereto, the members of the Committee unanimously approved this amendment to the Bylaws as described herein.

Now Therefore, the Bylaws are hereby amended as follows:

1. Article IV of the Bylaws is hereby amended by adding the following text to the end of Article IV:

"Notwithstanding the foregoing, if a Member owns multiple contiguous Lots, and enacts, implements, and maintains a single Wildlife Management Plan covering said Lots pursuant to Article XI hereof, then such Member may request from the Stewardship Committee a special exception so that he shall only be required to pay assessments for the Wildlife Management Association for one (1) Lot. The special exception shall be granted or denied in the sole discretion of the Stewardship Committee.

2. This Amendment is effective as of October 7, 2005.

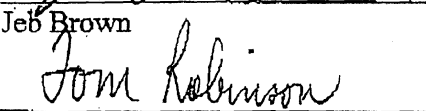
Approved by Stewardship Committee Members:


Phillip Viccinelli


John W. Gravenor


Andrew A. Schatte


Jeb Brown


Tom Robinson

In the event of a conflict between the terms of this Amendment and the Declaration, this Amendment is intended and shall be construed as controlling.

EXECUTED to be effective as of the 7th day of October 2005.

DECLARANT: Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership

By: Spear's Ranch, L.L.C., a Texas limited liability company, its general partner

By: John W. Gravenor
John W. Gravenor, President

STATE OF TEXAS

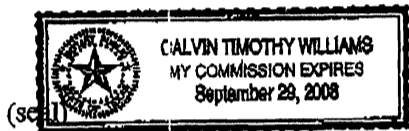
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COUNTY OF HARRIS

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This instrument was acknowledged before me on October 7, 2005, by John W. Gravenor, the President of Spear's Ranch, L.L.C., a Texas limited liability company, the general partner of Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership, on behalf of said entities.



Calvin J. Williams
Notary Public Signature

AFTER RECORDING, RETURN TO:

Jeb Brown
Attorney at Law
2211 Norfolk, Suite 1150
Houston, TX 77098

**CONSENT IN LIEU OF SPECIAL MEETING OF
THE MEMBERS OF THE STEWARDSHIP COMMITTEE OF THE
SPEARS RANCH ON SALADO CREEK WILDLIFE MANAGEMENT ASSOCIATION**

The undersigned, being all the members of the Stewardship Committee of the Spear's Ranch on Salado Creek Wildlife Management Association (the "WMA") hereby consent to and adopt in all respects the following resolutions and such consent shall have the same force and effect as a vote by the undersigned at a special meeting of the members of the WMA called by the undersigned.

WHEREAS, the Stewardship Committee of the WMA is responsible for the preparation and maintenance of a wildlife and habitat management plan (the "Wildlife Management Plan") as set forth in Article 7 of the Spear's Ranch on Salado Creek Declaration of Covenants, Conditions, and Restrictions, recorded as Document No. 2001010205, Official Public Records of Williamson County, Texas (the "Declaration"), and in the Declaration of Purpose and Bylaws of the Spear's Ranch on Salado Creek Wildlife Management Association; and

WHEREAS, in furtherance of the Wildlife Management Plan, the Stewardship Committee has determined that controlled hunting of wildlife on the Property is necessary; and

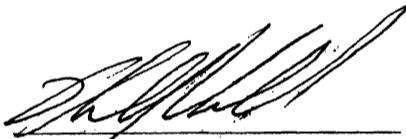
WHEREAS, in order to provide orderly and controlled hunting and harvesting of wildlife, the Stewardship Committee has developed the Harvest Rules attached hereto as Exhibit "A".

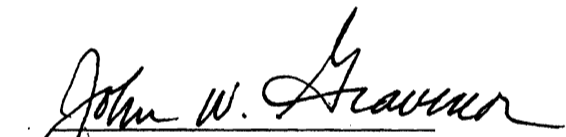
NOW, THEREFORE, BE IT RESOLVED, that the Wildlife Management Plan is hereby modified to allow the limited hunting and harvesting of wildlife as set forth on the Harvest Rules attached hereto as Exhibit "A"; and further

RESOLVED, that the members of the Stewardship Committee hereby approve the limited hunting and harvesting of wildlife as set forth on the Harvest Rules attached hereto as Exhibit "A"; and further

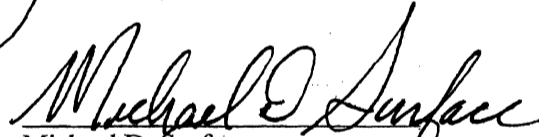
RESOLVED, that the members of the Stewardship Committee hereby authorize the officers of the WMA to implement the Harvest Rules attached hereto as Exhibit "A" as part of the Wildlife Management Plan.

Executed by the undersigned as of the 23rd of August, 2003:


Phillip Viccinelli


John W. Gravenor


Andrew A. Schatte


Michael D. Surface


Jeb Brown

**CONSENT IN LIEU OF SPECIAL MEETING OF THE DIRECTORS OF
SPEAR'S RANCH ON SALADO CREEK PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned being the Directors of Spear's Ranch on Salado Creek Property Owners Association, Inc., a Texas non-profit corporation (the "Association") hereby consent to and adopt in all respects the following resolutions and such consent shall have the same force and effect as a vote by the Directors at a special meeting of the Directors called by the undersigned as of December 10, 2004.

WHEREAS, the development of the Property has progressed to the point that the Directors feel that the Owners other than Declarant should begin to participate in the management of the Association; and

WHEREAS, in order to allow for the commencement and gradual increase in involvement of Owners other than Declarant prior to the Control Transfer Date (as defined in the Declaration), the Board desires to establish an advisory committee to assist the Board and offer its input to the Board and the Association on certain matters concerning the Property.

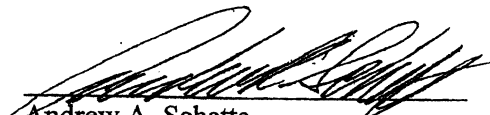
NOW, THEREFORE, BE IT RESOLVED, that the undersigned Directors hereby on behalf of the Association establish a body to be known as the Spear's Ranch Advisory Committee (the "Committee"). The Committee shall be composed of no more than four (4) persons all of whom shall be Owners. Members may be named, removed and replaced upon the vote of the Board, and the Board shall fill any vacancies that occur on the Committee. The Committee shall assist the Board and the officers of the Association as the Board shall direct, and the Committee shall provide advice and input on matters relating to the business of the Association and the Property as the Board may designate. The Committee shall meet from time to time as necessary to fulfill its purpose. No Committee member shall be deemed an officer of the Association or a member of the Board, nor shall any member of the Committee or the Committee itself have the authority to act on behalf of or bind the Association or the Board without the express written approval of the Board.

The Board hereby delegates the authority to name the initial members of the Committee to Phillip Viccinelli, Assistant Secretary of the Association.


Capitalized terms not defined herein shall have the meanings set forth in the Bylaws of the Association.

Executed as of the date set forth above.

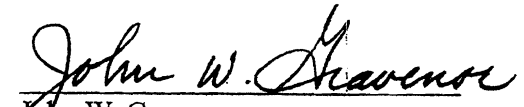
Directors:




Andrew A. Schatte



Phillip Viccinelli



John W. Gravenor



Jeb Brown

**THIRD AMENDMENT TO SPEAR'S RANCH ON SALADO CREEK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS

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§
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COUNTY OF WILLIAMSON

This Third Amendment to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made and executed by Spear's Ranch on Salado Creek, Ltd., a Texas limited partnership ("Spear's Partnership"), and is as follows:

~ RECITALS:

A. Spear's Partnership is the Declarant under that certain Spear's Ranch on Salado Creek Declaration of Covenants, Conditions, and Restrictions, dated February 14th, 2001, and recorded as Document No. 2001010205, Official Public Records of Williamson County, Texas, which was amended by that certain First Amendment to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions, dated May 21, 2001, and recorded as Document No. 2001037382, Official Public Records of Williamson County, Texas, and that Second Amendment to Spear's Ranch on Salado Creek Declaration of Covenants, Conditions and Restrictions, dated May 6th, 2005, and recorded as Document No. 2005038290, Official Public Records of Williamson County, Texas (as amended, the "Declaration").

B. Exhibit "A" to the Declaration is the Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association (the "WMA Bylaws").

C. The WMA Bylaws provide that they may be amended by action of the Stewardship Committee (the "Committee") of the Spear's Ranch Wildlife Management Association (the "WMA").

D. The Committee has amended the WMA Bylaws.

E. The Declarant desires to record an amendment to the Declaration to give notice of the amendment to the WMA Bylaws.

F. In accordance with Section 10.03 of the Declaration, the Declaration may be amended by Declarant, so long as Declarant owns any of the Property under the Declaration, and Declarant obtains the approval of the Board of Directors of the Spear's Ranch on Salado Creek Property Owners Association, Inc., and such amendment is recorded in the official public records of Williamson County, Texas.

G. As of the date hereof, Spear's Partnership owns real property within the Property.

H. The Board has approved this Amendment by resolution dated of even date herewith.

NOW, THEREFORE, the undersigned Declarant hereby declares and certifies and hereby amends and modifies the Declaration as follows:

1. The Declaration of Purpose and Bylaws of the Spear's Ranch Wildlife Management Association, contained in Exhibit "A" to the Declaration, has been amended according to its terms, and such amendment is attached hereto as Exhibit "1".

2. Capitalized Terms, Conflict. Any capitalized terms used and not otherwise specifically defined in this Amendment shall have the meaning set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written.