

Certificate of Corporate Resolution Adopted
By Unanimous Written Consent
The Hollows Property Owner Association, Inc.

Consent to Act

The undersigned, as members of the Board of Directors of The Hollows Property Owner Association, Inc., a Texas Non-Profit Corporation, being all of the present Directors of the corporation, individually and collectively consent hereby to take the following actions, to adopt the following resolutions, and to transact the following business of the corporation.

Add the following Additional Guidelines for Bluff Cottage Homesites

RESOLVED;

Appendix

"Additional Guidelines for Bluff Cottage Homesites"

Note: These additional Architectural Guidelines apply to the Bluff Cottage Homesite lots as specified below. Unless otherwise specified in this Appendix, the provisions contained in the Architectural Guidelines apply to these lots as well.

Affected Lots:

The Bluff Cottage Homesites

Block A- 2 and 8
Block B- 2, 4, 11, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, and 31
Block D- 2 and 10

Setbacks

Front Setback- 20' -0"

Side Setback- 10' -0"

Back Setback- 30' -0"

Square Foot Requirement of House- Net Heated Area

One Story House- 1,200 to 2,200 SF

Two Story House- 1,600 to 3,200 SF (60-70% of space on first level and 30-40% on second level)

Garages- All garages must be detached from the home. Carports are permitted in this area as long as the construction is consistent with other homes built within this section. If a carport structure is to be built, construction plans must indicate a walled area to block the view of the trash cans. Details of such wall will be provided in the submittal package. Homes may be built in this area without a garage or carport structure, but must still have walled area to block the view of trash cans. The height restrictions (35' -0") limit set by ARB guidelines and the City Ordinance must be adhered too.

Driveways- Driveways must be asphalt surface to match existing driveways in this area.

Architectural Scheme (Exterior) - The houses as constructed on these lots must utilize similar building materials as those already constructed in this area. This includes the siding materials, stone materials, chinking process, color schemes, with the timber beams and rafter materials.

The ARB can provide the color schemes used by previous developer. Insite Architecture of Houston, Texas was the architect of all houses built within this section. The ARB encourages Owners/ Builders to contact them for construction drawings, but it is not a requirement. The number for Insite Architecture is: 281-955-5504 and speak to Antonio Flamenco or Michael Garcia.

Exterior Materials

1. Beams/ Rafters/Siding Materials- Southwest Trading Post (Hamilton Pool Road)
2. Roofing Materials- "Elk Prestique"- Color- Bark wood (Any roofing supply can provide.)
3. Exterior Doors- Knotty Alder as provided by Glass Craft Door Company of Houston, Texas
4. Garage Doors- Estate Series by JELD-WEN Garage Doors
5. Windows- Series 710 and 722 Series by Builders First Source in Austin or Houston
6. Chinking Materials- Distributors of "Perma-Chink Systems, Inc." Materials
7. Stone Materials provided by: Parker Stone- Hwy 290 Austin, Texas

The ARB will consider alternate suppliers for these materials or material substitutions should they not be readily available from the listed suppliers above. Do not request alternate material suppliers to be approved based on a cheaper price of material. The architectural integrity must be maintained with the materials used.

Landscape Features- Landscape shall have similar characteristics to previously built product in this section. These design documents will be sealed by a professional engineer or landscape architect. All these lots are on the central wastewater system and must have an approved grinder pump installed. The material data for this grinder pump is also to be a part of the original submittal to the ARB.

Shared Driveways- All homesites with shared driveways (not city streets) will be responsible for a pro-rata portion of shared driveway maintenance costs. The Hollows POA will be responsible for insuring that shared drives are maintained and that all shared drive users are billed for maintenance costs. (Construction costs of shared driveways is addressed in another appendix within the ARB Guideline document.)

Drawing Submittal- The ARB will first require a conceptual site plan for approval indicating the location of the house, garage/carport locations, and driveway layout. Once approved, the Owner/Builder may proceed with complete construction drawings for final approval by the ARB.

We direct that this consent be filed with the minutes of the proceedings of the Board of Directors of the corporation.

This consent is executed pursuant to Article 1396-9.10(A) of the Texas Non-Profit Corporation Act and the Bylaws of this corporation which authorize the taking of action by the Board of Directors by unanimous written consent is not restricted by the Articles of Incorporation of the corporation.

RESOLVED FURTHER, that the foregoing is effective as of August 1, 2008.

POA President

POA Board Member

POA Board Member

POA Board Member

THE HOLLOWS PROPERTY OWNERS ASSOCIATION

SUPPLEMENTAL ARCHITECTURAL GUIDELINES

THE BLUFFS COTTAGES

The Architectural Review Board of The Hollows Property Owners Association, pursuant to the authority established in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Hollows, has adopted the following Supplemental Architectural Guidelines for construction of improvements on Cottage homesites located in The Bluffs section of The Hollows. **Owners of Cottages who want to make any changes to the exterior of their Cottage, or to add a garage or storage building or other structure not installed or constructed by Centex Destination Properties must follow the submission and approval processes of the ARB. In addition to the general guidelines and ARB requirement applicable to the homesite, the Cottage homesites are also subject to the following restrictions.**

1. Impervious Cover Limitations. For the purposes of these guidelines, "impervious cover" means any surface materials that prohibit the percolation of water into the ground below, such as standard forms of concrete, asphalt or stone pavers. All homesites in The Bluffs are subject to the impervious cover limitations established by the City of Jonestown in its zoning ordinances and/or building codes. Due to the environmentally sensitive nature of The Bluffs, the ARB reserves the right on a case-by-case basis to impose additional restrictions on the amount of impervious cover allowed on a particular homesite. The ARB may, among other things, require the owner to use porous or pervious materials for driveways, sidewalks, patios and other outdoor surfaces in lieu of concrete or other impervious surfaces. **It is the expectation of the ARB that most owners will be required to use gravel, crushed stone or pervious concrete products acceptable to the ARB as the primary material for driveways. The ARB may limit the use of impervious concrete or asphalt surfaces to areas subject to erosion or otherwise unsuited for porous or pervious materials.**

2. Stormwater Management Requirements. As part of the design review process, each owner is required to submit a drainage plan that coordinates with the common drainage facilities serving The Bluffs. On a case-by-case basis, the ARB reserves the right to require owners to provide on-site detention facilities to enhance groundwater percolation and inhibit erosion. The size, location and depth of these facilities will be determined by site conditions. **It is the expectation of the ARB that most owners will be required to provide a swale or "rain garden" facility on their homesites as part of their homesite landscape. Generally, these "rain gardens" will accept the discharge from roof gutters and impervious cover and mitigate the effects of such concentrations.**

3. Clearing Restrictions. **The ARB will not grant its consent to any clearing activities on any Cottage homesite unless the owner has submitted a written application for approval of a landscape plan showing the limits of clearing and the plan for mitigating damage or protecting native trees. In other words, the ARB will not approve requests to clear, prune or thin trees for views or in anticipation of landscaping unless it is done as part of a written landscape plan approved by the ARB. The Bluffs Cottage homesites are**

subject to the restrictions on clearing contained in the U.S. Fish and Wildlife Department "10-A" Permit concerning the protection of nesting habitat for the golden-cheeked warbler and the black-capped vireo. Specifics of the restrictions can be found in the Permit (copies of which have been provided to all owners), however, the general prohibition applies to clearing activities commencing during the nesting season period from March 1 through September 1 of each year. Clearing and construction activities commenced before March 1 may be continued during the nesting season under the terms of the Permit. In other words, if an owner obtains ARB approval and commences construction on a homesite before March 1, the owner may continue construction after March 1 as long as such construction is a continuous on-going activity. There are provisions in the Permit for allowing commencement of clearing and construction during the nesting season if the owner demonstrates compliance with the requirements of the Permit. Most owners will find the terms of the Permit too onerous to take advantage of its provisions for in-season clearing, and will elect to delay clearing and construction commencement until after September 1.

4. Garages, Carports and Outbuildings. Garages, carports and outbuildings constructed or installed by Centex Destination Properties are exempt from the provisions of these guidelines. Any Cottage owner wanting to enlarge, or otherwise change, an existing garage or carport, or desiring to install or construct a garage, carport, storage building, workshop or other outbuilding must submit a complete application to the ARB complying with the requirements set forth in the ARB Guidelines, including without limitation, a site plan showing the proposed location and dimensions of the improvement, architectural plans and specifications for materials and colors. Any structure not part of the original construction done by Centex Destination Properties added to a Cottage homesite shall be compatible with the architecture, materials and colors of the Cottage and the other Cottages and structures within the area. **The ARB shall have the sole and absolute right to determine that a proposed improvement does not meet the standards of the community or otherwise is incompatible with the Cottages and structures in the area, and may make such determination on purely aesthetic considerations. The height of any proposed improvement shall not exceed the height of the highest point of the roof of the Cottage on the homesite. The size of all proposed outbuildings on any homesite shall not collectively exceed 484 sq. ft. under roof (excluding overhangs), roughly equivalent to a standard two-car garage.**

5. Patio Additions. Owners of Cottage homesites who want to increase the size of the outdoor living areas on their homesites shall submit a complete application to the ARB complying with the requirements set forth in the ARB Guidelines, including without limitation, a site plan showing the proposed location and dimensions of the improvement, architectural plans and specifications for materials and colors. Any patio addition or outdoor structure not part of the original construction done by Centex Destination Properties added to a Cottage homesite shall be compatible with the architecture, materials and colors of the Cottage and the other Cottages and structures within the area. **The ARB shall have the sole and absolute right to determine that a proposed improvement does not meet the standards of the community or otherwise is incompatible with the Cottages and structures in the area, and may make such determination on purely aesthetic considerations. The area of all proposed and existing outdoor living area improvements on any homesite shall not collectively exceed 400 sq. ft. of impervious surface, roughly double the size of the upgraded outdoor living area installed by Centex Destination Properties. Notwithstanding the**

foregoing, all impervious cover areas are subject to the maximum limits on impervious cover for the homesite which may reduce the maximum size of the proposed improvement.

6. Fences. As a general expression of the intention of the developer to preserve and enhance the natural environment, fences are discouraged. However, to provide fenced areas for pets and children, wrought iron or the aluminum equivalent of wrought iron style fencing will be allowed for limited areas of the homesite. Owners of Cottage homesites who want to install fencing shall submit a complete application to the ARB complying with the requirements set forth in the ARB Guidelines, including without limitation, a site plan showing the proposed location and dimensions of the fence with specifications for the material. Fences shall not exceed 60 inches in height measured at the embedded fence posts and shall be painted black. No wooden fences, chain link, barbed wire or other agricultural style fencing is permitted. Perimeter fencing of the homesite is not permitted. **The ARB shall have the sole and absolute right to determine that a proposed fence does not meet the standards of the community or otherwise is incompatible with the Cottages and structures in the area, and may make such determination on purely aesthetic considerations.**

THE HOLLOWS ARCHITECTURAL REVIEW BOARD

MARCH, 2006

Upon recording, please return to:

W. Russell Toates, Esq.
Legal Department
Centex Destination Properties
2728 North Harwood
Dallas, Texas 75201

STATE OF TEXAS

COUNTY OF TRAVIS

Cross-Reference to:

Document No. 2004165486
Travis County, Texas Records

**SUPPLEMENTAL DECLARATION OF
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE HOLLOWS**

(Shared Drive Service Area No. 3 - Phase 1B Cottages)

THIS SUPPLEMENTAL DECLARATION is made this 27th day of October, 2006, by
Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties ("Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Hollows in the Official Public Records of Travis County, Texas in Document No. 2004165486, as amended and supplemented (the "Declaration");

WHEREAS, pursuant to the terms of Article VII, Section 7.10 of the Declaration, Declarant may assign any portion of the submitted property described on Exhibit "A" to the Declaration to one or more Service Areas as Declarant deems appropriate, in Declarant's discretion, by filing a Supplemental Declaration in the aforesaid records;

WHEREAS, the Lots described on Exhibit "A" attached hereto are part of the submitted property and Declarant desires to designate those Lots as a Service Area; and

WHEREAS, upon such designation, the Association shall be required to provide certain benefits or services to these Lots within the Service Area as described herein, in addition to those which the Association

generally provides to all Lots and the costs of such benefits and/or services shall be assessed against the Lots in the Service Area as Service Area Assessments.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the Lots described on Exhibit "A" hereof to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, assigned, occupied, mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the provisions of the Declaration, as amended, which shall run with title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon The Hollows Property Owners Association, Inc. in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

The definitions set forth in Article II, Section 2.1 of the Declaration are incorporated herein by reference.

ARTICLE 2

Service Area Designation

2.1 Shared Drive Service Area No. 3. The Lots described on Exhibit "A" are served by shared drives ("Shared Drive") as indicated on Exhibit "A". All of the Lots described on Exhibit "A" shall be designated as a Service Area which shall be known as "Shared Drive Service Area No. 3". Declarant hereby reserves the right, without any obligation, to add other property described on Exhibit "A" to the Declaration to Shared Drive Service Area No. 3 by the recording of a Supplemental Declaration in the aforesaid index.

ARTICLE 3

Shared Drives

3.1 Limited Common Area. Pursuant to Article XIII of the Declaration, the Declarant hereby designates the Shared Drives as Limited Common Area and reserves the Shared Drives for the primary benefit and use of the Owners of the Lots abutting the Shared Drives within Shared Drive Service Area No. 3 (the "Shared Drive Lots").

3.2 Easement. Declarant reserves a non-exclusive, perpetual, appurtenant easement under, through, over and across the Shared Drives (the "Shared Drive Easement") for the benefit of the Declarant, its successors and assigns, the Association, and the Owners of the Shared Drive Lots, for pedestrian and vehicular ingress and egress, which may be utilized by the Declarant, its successors and assigns, the Association, the Shared Drive Lot Owners, and their guests and invitees and law enforcement and emergency personnel, for the purpose of gaining access over and through the Shared Drives to the Shared Drive Lots.

Declarant further reserves, creates, establishes, promulgates and declares for itself and its designees and each of the Shared Drive Lot Owners non-exclusive, perpetual, reciprocal easements for the maintenance of any and all utility lines to serve the Shared Drive Lots.

Notwithstanding the foregoing, the Shared Drives, and the easements hereby created, shall not be deemed to include any portion of any driveway improvements (herein referred to as a "Private Drive") extending from the garage door, or other designated parking area exclusive to the Shared Drive Lot, to the portion of the Shared Drive necessary for access to other Shared Drive Lots. In other words, the driveway improvements connecting the garage or other designated parking area on the Shared Drive Lot to the portion of the Shared Drive needed for access to the other Shared Drive Lots (i.e., the Private Drive serving the Shared Drive Lot) is not encumbered by the easements created by this instrument; is not part of the Limited Common Area designated by this instrument; and is not included in the obligation of maintenance described in Article 4 of this Supplemental Declaration; however, such Private Drives shall be subject to the same terms, conditions and restrictions applicable to driveway improvements on other Lots, and shall be maintained by the owners of the Shared Drive Lots at their sole cost and expense.

The easement rights granted hereunder shall run with, benefit, and be appurtenant to title to the Shared Drive Lots. The easement rights granted hereunder shall further run with and be appurtenant to title to Shared Drive Service Area No. 3 and shall constitute a burden upon Shared Drive Service Area No. 3, subject to the terms and conditions of this Supplemental Declaration.

3.3 Restrictive Covenant. The Owners of the Shared Drive Lots, and their successors and assigns, shall not erect, install or permit facilities or improvements of any kind, including without limitation, buildings, structures, fences, or other temporary or permanent obstructions to the unimpeded use of the Shared Drive Easement herein established for access, ingress and egress to and from the Shared Drive Lots without the express written consent of (1) all other Owners of Shared Drive Lots that share the same Shared Drive; (2) the Declarant; and (3) the Board of Directors of the Association; (4) the approval of the Architectural Review Board of the Association, and (5) the appropriate governmental authorities, before installation of such improvements. None of the Hollows Declarant, the Board of Directors of the Association or the Architectural Review Board of the Association, shall have any obligation to approve any proposed improvements by any Owner of a Shared Drive Lot that modifies any portion of the driveway or affects the ability of any other Owner to enjoy unimpeded vehicular and pedestrian access, ingress and egress to the other Owners of Shared Drive Lots or to consent to their construction or installation within the Shared Drive Easement, and each such party shall have the right, in its sole and unfettered discretion, to withhold its consent or approval, for any reason or for no reason whatsoever.

3.4 Prohibited Activities. Shared Drive Lot Owners and other permitted users of the Shared Drives shall be obligated to refrain from any actions which would detract from or interfere with the use and enjoyment of the Shared Drives by other authorized users. Prohibited activities shall include without limitation obstruction of any part of the Shared Drives. No vehicles shall be parked on the Shared Drives; however, vehicles may be parked on the Private Drives attached to the Shared Drives, subject to the terms and conditions applicable to all driveway parking within The Hollows.

3.5 Construction. Declarant shall be responsible for the installation and construction of all Shared Drives. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself and its designees and each of the Shared Drive Lot Owners perpetual non-exclusive easements upon, across, over, and under Shared Drive Service Area No. 3 for the purpose of installing and constructing the Shared Drive and any and all utility lines to serve the Shared Drive Lots and an easement for access of vehicular and pedestrian traffic over, across, and through Shared Drive Service Area No. 3 and the Shared Drive Lots, as necessary, to exercise the easement described above.

ARTICLE 4

Shared Drive Service Area No. 3 Maintenance Obligations

4.1 In addition to the maintenance responsibilities of the Association set forth in the Declaration, the Association shall be responsible for the repair, replacement and maintenance of the Shared Drives as a Common Maintenance Area. The foregoing obligation does not apply to the Private Drives serving the Shared Drive Lots which shall be maintained by the owners of such Lots.

4.2 All maintenance and repair responsibilities described in this Supplemental Declaration shall be performed by the Association in accordance with the Community-Wide Standard. The Board shall determine in its discretion the manner and the frequency of performing such maintenance and repair responsibilities and may establish a rotation or schedule for repairs, as deemed appropriate by the Board.

4.3 Maintenance of the Lots and the improvements located thereon, including the Private Drives, within Shared Drive Service Area No. 3 shall be the responsibility of the respective Owners as provided under the Declaration.

4.4 Costs for the maintenance items set forth herein shall be assessed to the Shared Drive Service Area Lots as a Service Area Assessment. In the event any portion of the Association's maintenance area set forth herein requires excessive maintenance or repairs due to the negligence or misconduct of an Owner, as determined in the sole discretion of the Board of Directors, such costs shall be assessed to such Owner's Lot as a Service Area Assessment.

ARTICLE 5

General Provisions

5.1 Amendment to Supplemental Declaration

(a) By Declarant. This Supplemental Declaration may be unilaterally amended by Declarant in accordance with Article XXI, Section 21.1 of the Declaration.

(b) By Members. In addition to the requirements of Article XXI, Section 21.3 of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots in Shared Drive Service Area No. 3.

5.2 Inconsistent Provisions. Where the provisions set forth in this Supplemental Declaration are inconsistent with or in conflict with the terms set forth in the Declaration or the terms set forth in the Easement and Restrictive Covenant documents described on Exhibit A herein, the terms set forth in this Supplemental Declaration shall govern and control.

ARTICLE 6

Declaration

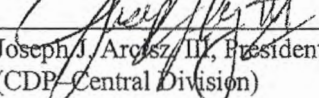
Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT:

CENTEX HOMES, a Nevada general partnership,
d/b/a Centex Destination Properties

By: Centex Real Estate Corporation, a Nevada
corporation, its managing general partner


By: 
Joseph J. Arcisz, III, President
(CDP - Central Division)

[CORPORATE SEAL]

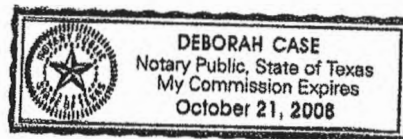
STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of October, 2006, by Joseph J. Arcisz, III, President (CDP - Central Division) of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, on behalf of said partnership.


Notary Public, State of Texas

Commission Expiration Date: 10/21/08



[Notary Seal]

EXHIBIT "A"

Shared Drive Lots

The following Shared Drive Lots will share drives as indicated:

1. Those tracts or parcels of land shown and designated as: (i) Lots 1 and 2; (ii) Lots 3, 4 and 5; and (iii) Lots 6, 7 and 8, Block A, on the plat of The Bluffs-Amended, recorded in Document Number 200600005 of the Official Records of Travis County, Texas.
2. Those tracts or parcels of land shown and designated as: (i) Lots 1, 2 and 3; (ii) Lots 4, 5 and 6; (iii) Lots 7 and 8; (iv) Lots 9 and 10; (v) Lots 13 and 14; (vi) Lots 15 and 16; (vii) Lots 17 and 18; (viii) Lots 19 and 20; (ix) Lots 21, 22 and 23; and (x) Lots 24 and 25, Block B, on the plat of The Bluffs-Amended, recorded in Document Number 200600005 of the Official Records of Travis County, Texas.
3. Those tracts or parcels of land shown and designated as: (i) Lots 1, 2 and 3; (ii) Lots 6 and 7; (iii) Lots 8, 9 and 10; (iv) Lots 12, 13, 14 and 15, Block D, on the plat of The Bluffs-Amended, recorded in Document Number 200600005 of the Official Records of Travis County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Nov 01 02:41 PM 2006212053

BARTHOD \$36.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS