

**DECLARATION OF AMENDMENT OF BYLAWS
FOR
RUBY RANCH SUBDIVISION**

WHEREAS, Ruby Ranch Subdivision, a subdivision in Hays County, Texas, is subject to certain Bylaws of the Association as approved on October 18, 1995 and amended on February 3, 2003 and amended again on August 30, 2005; and

WHEREAS, according to the provisions of Article XIII of the Bylaws, the Bylaws may be amended at a regular or special meeting of the voting members, by vote of a majority of a quorum of the voting members present in person or by proxy; and

WHEREAS, at least 75% of the Owners of Lots within Ruby Ranch Subdivision have voted to amend the Bylaws in part;

NOW THEREFORE, Article V, Section 6, of the Bylaws are amended to add subsection (h) as follows:

Cause to be created a Ruby Ranch Wildlife Committee (RRWC), which shall report to the Board of Directors, with a minimum of three (3) Members in good standing. The purpose of the RRWC is to manage the wildlife currently in Ruby Ranch, both indigenous and exotic, so as to engage in responsible stewardship of this valuable resource. Members of the RRWS shall serve for three (3) years, and shall be nominated and elected by the voting members at the annual meeting.

NOW THEREFORE, Article VII of the Bylaws are amended by replacing the first sentence with the following:

The Association will appoint an architectural committee, as provided by the Declaration, a nominating committee, and a Ruby Ranch Wildlife Committee.

NOW THEREFORE, Article VII of the Bylaws are amended by adding a new sentence after the first sentence as follows:

Beginning with the 2013 annual meeting and continuing thereafter, the Ruby Ranch Wildlife Committee shall be nominated and elected by the voting members at the annual meeting, rather than being appointed by the Association.

NOW THEREFORE, Article VIII of the Bylaws are amended by replacing the entire article with the following:

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments and fines which are secured by a continuing lien on the property against which such assessments are made. Any

assessments and/or fines which are not paid when due are considered delinquent. If an assessment and/or fine is not paid within thirty (30) days after the due date, the assessment and/or fine bears interest from the date of delinquency at the rate of ten percent (10.0%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment and/or fine due. No owner may waive or otherwise escape liability for assessments and/or fines by nonuse of the common area or abandonment of his or her lot.

Except as amended hereby and amended previously, the original Bylaws are hereby ratified and confirmed in their entirety.

The undersigned hereby certifies that the foregoing amendments were voted upon by at least 75% of the Owners of Lots within Ruby Ranch Subdivision pursuant to the provisions for amendment set out in the Bylaws, and the undersigned is authorized to execute this document as evidence of the majority vote.

Executed on April 19th, 2012.

Kevin R. Rodriguez
Kevin R. Rodriguez
President, Ruby Ranch Homeowners Association

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, on this date personally appeared Kevin R. Rodriguez, who upon his oath stated that he is the president of the Ruby Ranch Homeowners Association, and that he executed this document on behalf of the Ruby Ranch Homeowners Association for the purposes stated herein.

Signed on April 19th, 2012.

Zabrina E. Garza
Notary Public, State of Texas

