

Pebble Beach Property Owners Association
Community Policy Digest



“A Community of Real People”
Medina Lake, Texas
Since 1960

Published September 1984
(Updated April 2016)

ABOUT THIS PUBLICATION AND COVER

PUBLICATION. The purpose of this publication is to provide a compilation of essential community policy to be retained as a ready reference and authority by Pebble Beach property owners, residents, tenants and guests. Contents consist of a copy of the Declaration of Covenants, Conditions and Restrictions; By-Laws for the Pebble Beach Property Owners Association; Rules and Regulations for use of park and boat launch areas; and general policy regarding Bandera Fresh Water District, #1.

COVER. The community logo was conceived of and created by Bob Jones, Pebble Beach property owner. It was approved and adopted by the Board of Directors, Pebble Beach Property Owners Association to be used as the official community logo. The purpose of the logo is to foster community pride: it provides a means whereby we can symbolically express our pride in being members of the Pebble Beach community.



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IMPORTANT CONTACT INFORMATION

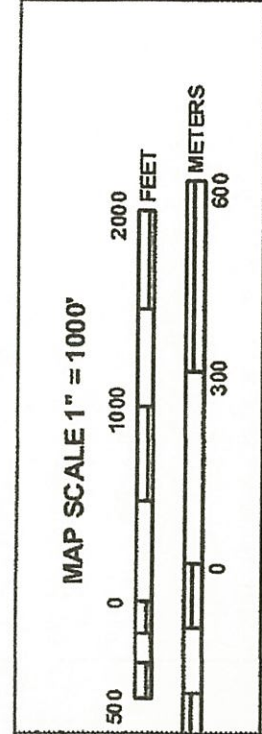
Bandera Emergency Medical Service (EMS)	830-796-4282
Bandera County Sheriff.....	830-796-4323
Call before burning	830-796-3771
Call to report dead deer or dog issues.....	830-796-4323
Bandera County Road Maintenance.....	830-796-4524
Medina Lake Volunteer Fire Department.....	830-751-2525
Bandera Electric Cooperative	830-796-6017
Bandera Fresh Water District #1.....	830-612-2580
220 Water View Dr.	

RULES AND REGULATIONS GOVERNING THE USE OF PARKS AND LAUNCHES

(Use of all Pebble Beach facilities are at the risk of the user.)

- Gates to remain closed and locked at all times.
- Use of parks and launches by Pebble Beach Members and their guests only – at the user’s own risk.
- Vehicle Sticker must be affixed to windshield to enter. Vehicles without a sticker will be towed.
- No firearms.
- No pets allowed.
- No swimming within 25 feet of the boat launches. Boaters have the right of way at dock – swimmers must move. Swim at your own risk.
- No loud noise or music after 11 pm weekdays or 1 am weekends and holidays.
- No parking on launches or private drives.
- No glass bottles.
- No overnight camping.
- Parties of 10 or more require a pavilion rental.

“REAL People Respect the Rights of Others”



NFIP NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0510E

FIRM
FLOOD INSURANCE RATE MAP
BANDERA COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 510 OF 550
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
 COMMUNITY: BANDERA COUNTY, UNINCORPORATED AREAS
 NUMBER: 480020
 PANEL SUFFIX: 0510 E

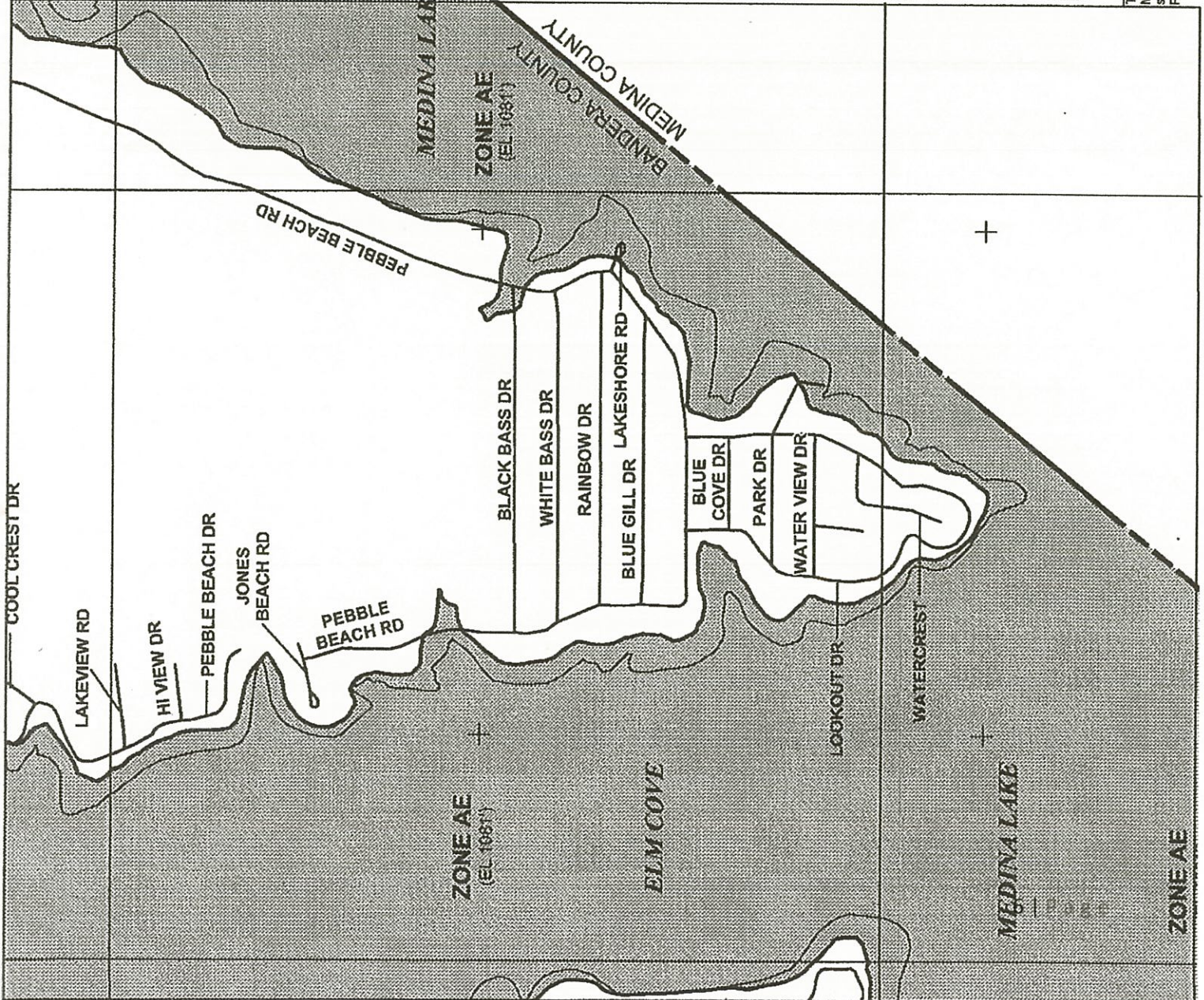
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

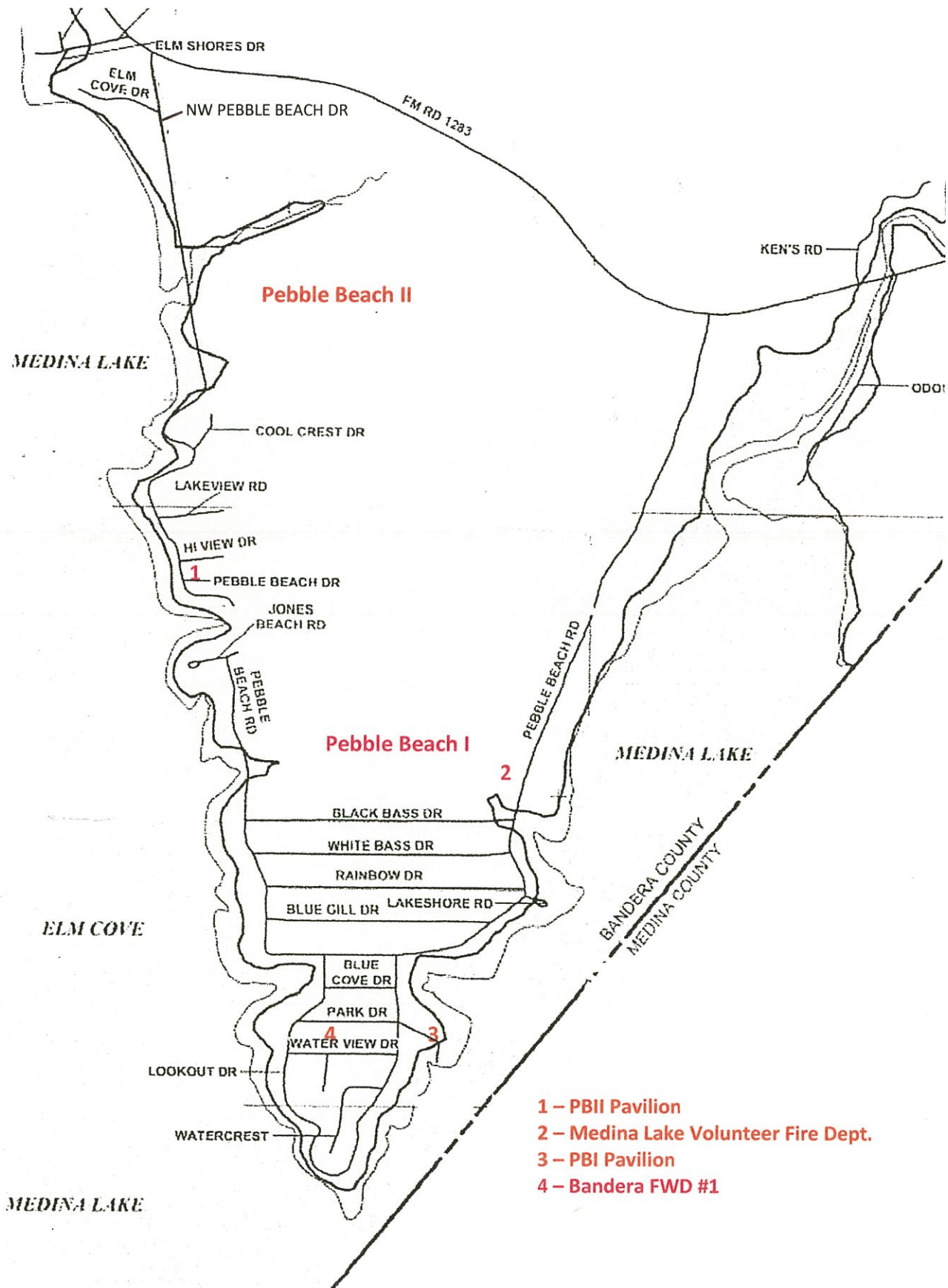
MAP NUMBER
48019C0510E

EFFECTIVE DATE
FEBRUARY 4, 2011

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM version 2.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at <http://fims.fema.gov/>.





Bandera County Fresh Water Supply District #1
220 Water View Drive
Lakehills, Texas 78063
830-612-2580

Authority. The Bandera County Fresh Water Supply District #1 is established and operated according to Chapter 49, Texas Statute, under the jurisdiction of the Texas Department of Water Resources. In its charter, the Water District has the power and authority of government with regard to conservation, for domestic and commercial purposes within its district. Water District representatives do have the authority to enter private property when required to assure compliance with established standards.

Background. In April 1961 the Water District was established by the developers of the Pebble Beach subdivision with water service to the Pebble Beach I and Jones Beach areas. In 1974 the Water District was turned over to the property owners. In 1979 major improvements were initiated which, when completed some five years later, improved water quality and increased capacity. Today, we have top quality water and with three good wells and two large storage tanks, we have the capacity to satisfy the increasing demands of the Water District. Water service was extended to Pebble Beach II in 1985.

Business Office and Hours. The water District business office is located at 220 Water View Drive as indicated on the Street Guide, page 7. Normal business hours are:

Monday-Friday	9 am – 1 pm
Saturday-Sunday	Closed

Rates and Fees. All rates and fees shown are subject to change.

Metered Lots	\$35 Base and \$3 New Well Fee
Meter Installation*	\$500 (non-refundable)
Reconnect Fee	\$100
Transfer Fee	\$50

*Meters remain Water District property

Delinquent Accounts. Delinquent accounts are subject to penalty, or water service disconnect and/or other legal procedures as may be appropriate.

Stated Meetings. The Water District Board of Directors will conduct an open business meeting at 7 pm on the second Thursday of each month at the Water District business office. Property owners are encouraged to attend these meeting. Property owners will be advised when special meetings are called.

Board of Directors. Election of new and replacement members of the Board of Directors is according to State Statute. The election of new Board members on a rotational basis will take place in the month of May. As required by law, you must be a registered voting resident of Bandera County to serve as a Board member or vote in a Water District election.

Water District Records. Water District records are a matter of public record and may be reviewed by any member of the Water District at any time during normal business hours. As required by law, an annual independent audit is performed on Water District books and filed with the County and the State.

Water Main Flushing. Water mains are flushed monthly by the Water District General Manager during which users may experience lowered water pressure and/or abnormally cloudy water. These periods are of short duration and users should not be alarmed.

Water Supply Cut-Off. Customers are required to install a cut-off valve on their side of the meter to control the flow onto their premises. The District cut-off is not to be used for the purpose.

Plumbing Materials and Installation. All plumbing materials and installations of water distribution systems will be according to standards established by the State and Bandera County Health Officer.

Pebble Beach Property Owners Association

Declaration of Covenants, Conditions, and Restrictions

That on this the 23rd day of May, 1984, Bob Jones, President of the PEBBLE BEACH PROPERTY OWNERS ASSOCIATION and those Board Members as signed on the attached Declaration of Covenants, Conditions, and Restrictions did, on behalf of the property owners enter into and agree that:

- A. An election was held and a majority of the voting property Owners were in favor of the Declarations of Covenants, Conditions, and Restrictions as attached.
- B. The Covenants for the PEBBLE BEACH PROPERTY OWNERS ASSOCIATION were adopted and are hereby filed and recorded.

These Covenants, Conditions and Restrictions as attached are granted to the property owners and residents of Pebble Beach I, Pebble Beach II and Jones Beach and their heirs, successors and assigns.

WITNESS our hands on this date entered beside our signatures below:

Bob Jones

Bob Jones, President
PEBBLE BEACH PROPERTY OWNERS ASSOCIATION

_____ Date

STATE OF TEXAS:

Before me, a Notary Public today personally appeared Bob Jones who, being first duly sworn by me, stated that he is duly authorized to execute this instrument on behalf of the PEBBLE BEACH PROPERTY OWNERS ASSOCIATION and executed the same for the considerations and purposes expressed therein.

Maddie Louise May

Notary Public in and for the State of Texas

May 23, 1984
Date

My Commission expires: *May 23, 1987*



DECLARATION
OF
CONVENANTS
CONDITIONS AND RESTRICTIONS
PEBBLE BEACH
BANDERA COUNTY, TEXAS

THIS DECLARATION, made on the date hereinafter set forth by the PEBBLE BEACH PROPERTY OWNERS ASSOCIATION, hereinafter referred to as "Association,"

WITNESSETH:

WHEREAS, Kent F. Baltzell and Jake C. Webb being the original owners and developers of certain property in the County of Bandera, State of Texas which is more particularly described as:

Pebble Beach subdivision, Unit #1 consisting of 610 Lots and 55 Lots identified as an area known as Jones Beach ; and, Unit #2 consisting of 163 Lots, situated in Bandera County, Texas, according to map and plat recorded in Bandera County Deed and Plat Records, Volume One (1), Page 64.

As certified by Mr. Baltzell and Mr. Webb the addition was subdivided as described and recorded and was to be and is known as Pebble Beach.

For the benefit of all property owners and residents, certain covenants, conditions and restrictions were made and adopted by Mr. Baltzell and Mr. Webb to run with the land and recorded in the Office of the County Clerk, Bandera County, Texas, July 1, 1960, Volume 109, Pages 74-76.

Enforcement of covenants, conditions and restrictions is the cooperative responsibility of individual property owners and the Association. The administrative control and management of covenants, conditions and restrictions shall be the responsibility of the elected, representative Board of Directors of the Association according to the vested authorities established by the property owners through the Constitution and By-Laws of the Association.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for the Association and/or any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the PEBBLE BEACH PROPERTY OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the control and jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property under the jurisdictional control of the Association for the common use, recreation and enjoyment of the Owners. The Common Areas under the jurisdictional control of the Association are described as follows:

Block 1, Lot 7, (Jones Beach); Block 1, Lots 66 thru 72 and $\frac{1}{2}$ of Lot 73, Pebble Beach, Unit #1; Block 1, Lot 173, Pebble Beach, Unit #1; and, Block 1, Lot 91, Pebble Beach, Unit #2.

Section 5. "Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common areas which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to make reasonable assessments for the control, maintenance, and up-keep of the Common Areas within limits established under Article IV, Section 3.

(b) the right of the Association to suspend use of the Common Areas by an owner for any period during which any assessment against his lot remains unpaid; and, for a period not to exceed 60 days for abuse of facilities or infraction of published rules and regulations.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. All owners are members of the Association. Each family, husband and/or wife, are each entitled to vote, however, a vote by husband and wife shall be considered to be representative of a single lot. When more than one family or entity hold an interest in any lot (s), all such persons shall be members, however, the representative vote shall be as they among themselves determine. In no event shall any Owner (s) be entitled to more than one vote.

ARTICLE IV

COVENANT FOR MAINTENANCE

Section 1. Assessment Lien and Personal Obligation. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual charges to be established and collected as hereinafter provided. Assessments, together with interest, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs shall be the personal obligation of the person (s) who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by legal written instrument.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to enhance the recreation, health, safety, and welfare of the Owners and residents and for the control, maintenance, improvement and up-keep of the Common Areas.

Section 3. Fixing Assessments. Until January 1, 1985, the maximum annual assessment shall be Ten Dollars (\$10.00) per Lot for single Lot Owners; and Fifteen Dollars (\$15.00) for Owners of more than one Lot.

(a) From and after January 1, 1985, the annual assessment shall be Ten Dollars (\$10.00) per lot and may be increased ten percent (10%) above the assessment for the previous year without a vote of the membership; however, there shall be no more than one (1) increase in any two (2) consecutive years unless approved by a vote of fifty-one percent (51%) of the membership.

(b) From and after January 1, 1985, the maximum annual assessment may be increased above ten percent (10%) by a vote of fifty-one percent (51%) of the members who are voting in person or absentee, at an election duly called for this purpose.

(c) Homesteaded property owned by retired persons age 65 and over may be exempt from assessment. Entitlement to exemption will require written application to and approval by the Association.

Section 4. Notice and Quorum for Actions Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than fifteen days (15) nor more than fifty days (50) in advance of the meeting. At the first such meeting called, the presence of members, including absentee votes, entitled to cast thirty percent (30%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days (60) following the preceding meeting.

Section 5. Annual assessments must be fixed at a uniform rate for all members and will be collected on an annual basis, except that quarterly, semi-annual or monthly collections can be authorized by the Association Board of Directors.

Section 6. Assessment Commencement Date. The annual assessments provided for herein shall commence as to all Lots on January 1st. of each year and shall be paid in full within thirty days (30). The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. If the assessment is changed, written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot (s) have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within the specified time shall bear interest from the due date at the rate of ten percent (10%) per annum. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall not be subordinate to the lien of any other mortgage. Sale or transfer of any Lot shall not extinguish the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
COVENANTS

The covenants, conditions and restrictions hereinafter stated are for the mutual benefit of all Owners, residents, their families and guests and are promulgated to preserve the integrity of property and community, and protect individual rights.

1. USE OF LOTS. Lots in the Pebble Beach subdivision are designated for residential use only, except those Lots identified in Covenant 2 as being designated for business or residential use. Lots designated as Common Areas, owned by and/or, under the jurisdictional control of the Association are: Block 1, Lot 7 (Jones Beach); Block 1, Lots 66 thru 72, and $\frac{1}{2}$ of Lot 73, Pebble Beach, Unit #1; Block 1, Lot 173, Pebble Beach, Unit #1; and, Block 1, Lot 91, Pebble Beach, Unit #2. Lots owned and/or occupied by the Bandera Fresh Water Supply, District 1, are: Block #9, Lots 18, 19, 25, Block #10, Lot #35, Pebble Beach, Unit #1; and, Block 2, Lot 3, Jones Beach.

Lots designed for use by and occupied by the Medina Lake Volunteer Fire Department, Substation No. 1 are: Block 2, Lots 1 and 2, Pebble Beach, Unit #1. Any variance to these restrictions must be proven to be in the best interest of the subdivision and written approval must be granted by the Association.

2. BUSINESS OR RESIDENTIAL LOTS. Block 1, Lot 1 and Block 1, Lots 74-78, Pebble Beach, Unit #1, are designated business use and may be used for business or residential, the nature and purpose of the use shall first be approved in writing by the Association as not being detrimental, noxious or harmful by reason of the emission of odor, dust, smoke, fumes, noise or vibration.

3. ARCHITECTURAL RESTRICTIONS. No building other than a single family residence containing not less than 400 square feet, exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential lot in Pebble Beach and no garage shall be erected except simultaneously with or subsequent to erection of the residence. All buildings must be completed no later than six (6) months after laying foundation. No house trailers of any kind may be moved onto the property. Servants quarters and guests houses may be constructed on the rear one-third of said Lots after completion of the permanent residence.

4. BUILDING LOCATION. No improvements shall be erected or constructed on any lot in Pebble Beach nearer than 25 feet to the front property line nor nearer than five (5) feet to the side property line, except that in the case of corner lots, no improvements shall be erected or constructed within ten (10) feet of side property lines adjacent to streets. On lots 100 feet or less in depth, the 25 foot setback may be 10 feet. For the purposes of this covenant, eaves, steps, fences and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit encroachment upon another lot.

5. MOTELS AND TOURIST COURTS. Motels and tourist courts shall be deemed to be business use.

6. ARCHITECTURAL CONTROL. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Association or by such nominee or nominees as it may designate in writing. In the event the Association or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with by the Owner.

7. ADVERTISING SIGNS. No advertising signs of any kind

shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale, rent or lease, and any variance hereto shall require written approval of the Association.

8. BUILDING OCCUPANCY. No building or structure shall be occupied or used until the exterior thereof is completely finished. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected to a sanitary sewer or septic tank approved by the State and Bandera County Department of Health.

9. RECREATION AREA CONTROL AND USE. The title in fee simple to land designated as Common Areas for recreation, and boat launching facilities, etc., are retained by the original owners and developers of Pebble Beach, Mr. Kent F. Baltzell and/or Mr. Jake C. Webb, their successors and assigns. Control and supervision of these areas and facilities and the administration, management, and enforcement of rules and regulations governing their use shall be as promulgated by the Association. Property owners, their heirs, successors, executors, administrators and assigns, and all other authorized members and guests shall use the Common Areas according to established rules and regulations and at their own risk.

10. AUTHORIZED COMMON AREA USERS. No part of the Common Areas for recreation, boat launching facilities, etc., shall be used or occupied by any person or persons except property owners, their families and guests, and authorized tenants, their families and guests; and other user must be approved in writing by the Associations.

11. ACCESS TO THE LAKE, BEACH AREAS AND BOAT LAUNCHES. Owners, authorized and approved users of the Common Areas shall have ingress and egress to the lake, recreational beach areas, and boat launching facilities, etc., as shown on plats of the Pebble Beach subdivision, subject to rules and regulations set by the Association and at their own risk.

12. NUISANCE USE OF PREMISES. No noxious, offensive, unlawful or immoral use shall be conducted on any premises.

13. EASEMENTS. All Lots are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

14. PERPETUITY OF COVENANTS, CONDITIONS AND RESTRICTIONS. All covenants, conditions and restrictions shall be binding upon all property owners, their successors, heirs and assigns in perpetuity.

15. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or

other waste shall be kept in sanitary containers. All incinerators, burn barrels or other equipment for the disposal or storage of such material shall be kept in a clean and sanitary condition. Trash and rubbish shall be maintained in such a manner as to reduce the hazards of fire and infestation by insects, rodents, and snakes until proper disposal.

16. LIVESTOCK. No livestock, such as swine, cattle, sheep, goats, etc., of any kind shall be raised, bred or kept on any Lot. Dogs, cats or other household pets may be kept, bred, or maintained provided there is no commercial purpose. Exceptions for such as school vocational agriculture projects will be considered on an individual basis and shall require written approval of the Association.

17. WATER SYSTEM. The Pebble Beach water system is established as Bandera Fresh Water Supply, District 1, under the jurisdiction, rules and regulations of the Texas Department of Water Resources.

18. 1084 CONTOUR LINE. All land below the 1084 contour line is deeded by quit claim deed.

19. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. Trees shall be permitted to remain within such distance of such intersection if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

20. SPEED LIMIT. The speed limit within the Pebble Beach subdivision shall not, at any time, exceed a maximum of twenty-five (25) miles per hour regardless of type of vehicle, and all vehicles will be operated according to the laws of the State and Bandera County.

21. VEHICLE PARKING AND STORAGE. No boat, trailer, camper body, large trucks, maintenance equipment or similiar vehicles, or any disabled vehicle shall be parked for storage on the public streets or Common Areas within the Pebble Beach subdivision without written approval of the Association. After fair warning and written notice to the owner, unauthorized and abandoned vehicles shall be towed away and the cost of same shall be added as an assessment on the property and paid by the violator.

22. TEMPORARY STRUCTURES AS RESIDENCE. No structure of a temporary character, trailer, motor home, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporary or permanent.

23. PROPERTY MAINTENANCE. As a benefit to themselves and consideration for others, property owners and residents are expected to maintain their premises in a sanitary, healthful and sightly condition.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association and/or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien assessments, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved by not less than fifty-one percent (51%) of the property owners, and any amendment must be filed and recorded in the Office of the County Clerk, Bandera County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Board of Directors of the Pebble Beach Property Owners Association, has hereunto set their hand and seal this 23 day of May 1984.

PEBBLE BEACH PROPERTY OWNERS ASSOCIATION

Robert C. Jones
ROBERT C. JONES, PRESIDENT

Olga Bradford
OLGA BRADFORD, V.P.

Harlan L. Cook
HARLAN L. COOK, SECRETARY

Carmen Haynes
CARMEN HAYNES, TREASURER

Ralph Dyesser
RALPH DYESSER, PARK MAINTENANCE AND SECURITY OFFICER

Wilbur Busby
WILBUR BUSBY, ARCHECTURAL CONTROL OFFICER

THE STATE OF TEXAS
COUNTY OF BANDERA

BEFORE ME, the undersigned authority, on this day personally appeared The Board Members of the Pebble Beach Property Owners Association, known to me as the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated as the act and deed of said Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23 day of May, 19 84.

Maddie Louise May
Notary Public in and for the State of Texas



42175

VOL 244 Page 724

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was FILED in FILE
Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the OFFICIAL
PUBLIC Records of Bandera County, Texas on

May 25-1984
Vera King



County Clerk, Bandera County, Texas

By *Quanda K. Bindall*
Deputy

FILED FOR RECORD

This 23 Day of May A. D., 1984

At 11:31 O'Clock A M

Vera King
County Clerk, Bandera County, Texas

By _____

Pebble Beach Property Owners Association

By-Laws

BY-LAWS
OF
40725
PEBBLE BEACH PROPERTY OWNERS ASSOCIATION

The name of the organization shall be: Pebble Beach Property Owners Association, hereinafter referred to as the "Association".

ARTICLE I

Section 1. Object. The purpose of this non-profit Association is to provide Pebble Beach with a community forum and management body to administer, manage and cooperatively enforce established covenants, conditions, and restrictions and promulgate and supervise enforcement of rules and regulations governing the use of community Common Areas provided for recreation and the common use of property owners and residents.

Section 2. Goals. Through the Association of self-governing property owners, achieve a more cohesive, desirable, quality community living environment, preserve the integrity of individual and community property, and afford a means for the protection of mutual, individual rights.

Section 3. Location. The office of the Association, all meetings of the members and Board of Directors shall be located and conducted within the legal limits of the Pebble Beach subdivision, Bandera County, Texas.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Pebble Beach Property Owners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, Pebble Beach, Bandera County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by or under the legally assigned control and jurisdiction of the Association for the common use, recreation and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area (s).

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk, Bandera County, Texas and as may be amended.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of establishment of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the same hour. If the day for the annual meeting of the members is a legal holiday the meeting will be held at the same hour on the same day of the week of the following week.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon the written request of the members who are entitled to vote ten percent (10%) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 15-days nor more than 50-days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of absentee ballots entitled to cast, ten percent (10%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at a meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Absentee Voting. Members may vote in person or by absentee ballot on all matters of the Association. Absentee ballots must be in writing and filed with the Secretary prior to the date and time stated thereon.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors, who must be members of the Association.

Section 2. Term of Office. At the first meeting, the members shall elect two directors for a term of one year, two directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the members shall elect two directors for a term of three years. No board member shall serve more than two consecutive terms on the board.

Section 3. Removal. Any director may be removed from the board by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected as setforth under Article VIII, Section 6. Absents from three (3) consecutive meetings without just cause and notice to the Board shall be treated as a resignation and a replacement to fill the unexpired term shall be selected as setforth under Article VIII, Section 6.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. With the agreement of at least one other board member, a board member shall have the right to take emergency action on behalf of the board. Any action so taken shall be the same effect as though taken at a meeting of the directors until approved or disapproved by a majority vote of the Board of Directors during the first subsequent meeting.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members

of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be solicited from and made from among the members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot and may be cast in person at the meeting or by absentee ballot. Each voter shall have one vote for each board member vacancy to be filled; no cumulative voting is permitted. The nominees receiving the largest number of votes shall be elected.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly on stated days without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held on the same day of the following week, at the same time.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. Four (4) members of the Board of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of four (4) Directors present at a duly held meeting shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area (s) and facilities, and the personal conduct of the members and their guests thereon, and to suspend use of Common Area (s) as stated in (b) below;

(b) suspend the right to use of the Common Area (s) recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise all powers, duties and authority vested in the Association by the Declaration of Covenants, Conditions and Restrictions;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings as stated in Article IV;

(e) employ individuals or contractors as deemed necessary and prescribe and supervise their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by ten percent (10%) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration of Covenants, Conditions and Restrictions, Article IV, Section 3, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each new annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,

(3) bring action against members who are delinquent in payment of assessments for which they are obligated under the conditions of the Declaration.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificates. If a signed and sealed certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) when deemed necessary, procure and maintain adequate liability and hazard insurance on property owned or under the jurisdictional control of the Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) cause the Common Areas to be maintained in a safe, sightly and sanitary condition and limit their use to Members, authorized and approved users.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers from within the Board as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by selection and appointment of a new officer from among the remaining Board members. The officer selected to fill the vacancy shall serve for the remainder of the term of the officer he replaces. The vacancy on the Board will be filled by Board nominations for a successor. At a special meeting called for the purpose, the nominee receiving the most votes by a majority of the voting members present shall be confirmed as the successor. The selected successor shall serve the remaining term of the predecessor.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. By resolution of the Board, the President's signature shall not be required on checks in an amount of one hundred dollars (\$100.00) or less provided they are co-signed by two Board members so authorized for payment of routine recurring expenditures.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the Association seal and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and perform such other duties as may be required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause annual audit of the Association books to be made at the completion of each fiscal year; and, shall prepare an annual budget and statement of income and expenditures to be presented to the members at its regular annual meeting, and make a copy of each available for review by members at their discretion during normal working hours.

ARTICLE IX
COMMITTEES

The Association Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws, Article V, Section 1. In addition, the Board shall appoint other committees or special project officers as deemed necessary to enhance carrying out its duties and responsibilities.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable working hours, be open to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member during reasonable working hours and copies may be purchased at a reasonable cost. A copy of the Declaration shall be provided to all members and subsequent new members at no cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the final date due, the assessment shall bear interest from the date of the delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area (s) or abandonment of his lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PEBBLE BEACH PROPERTY OWNERS ASSOCIATION.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, at which a quorum of members is present, by a vote of a majority of such members.

Section 2. In the event of conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

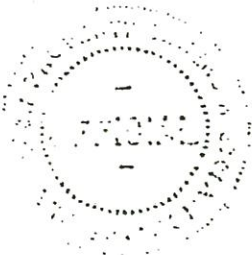
Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st. day of December of every year, except that the first fiscal year shall begin on the date of establishment of the Association and end on the 31st. day of December of the same year.

Section 2. Each Director or Officer, whether or not then in office, shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his being or having been a Director or Officer of the Association. The Association shall not, however, indemnify any Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been derelict in the performance of his duty, or guilty of fraud or material misrepresentation to the Association; its Board of Directors, or any other person. The foregoing right of indemnification shall not be conclusive of other rights to which any Director or Officer may be entitled as a matter of law.

IN WITNESS WHEREOF, we, being all of the initial Board of Directors of the PEBBLE BEACH PROPERTY OWNERS ASSOCIATION, have hereunto set our hand this the 29th day of February, 1984.

Richard C. Jones
Olgun Braşford
Harlan K. Cook

Carman H. Jones
Willy R. Busby
Ralph H. Hesse



STATE OF TEXAS

*

* KNOW ALL MEN BY THESE PRESENT:

COUNTY OF BANDERA

That on this the 29th Day of February, 1984, Olga Bradford President of the PEBBLE BEACH AQUA CLUB and Bob Jones, President of the newly organized PEBBLE BEACH PROPERTY OWNERS ASSOCIATION, on behalf of the property owners, did enter into and agree that:

A. An election was held and a majority of the voting property owners were in favor of rechartering the Aqua Club to a self-governing organization known as the Pebble Beach Property Owners Association.

B. The charter attached for the new organization was adopted and hereby duly filed and recorded.

C. On February 11, 1984, an election was held to establish a new Board of Directors for the Property Owners Association.

These changes and agreements and the establishment of the organization By-Laws, as attached, are granted to the property owners and residents of Pebble Beach I, II, and Jones Beach and their heirs, successors, and assigns.

WITNESS our hands on this date entered beside our signatures below:

Olga Bradford
OLGA BRADFORD
President of the Pebble
Beach Aqua Club

Feb 29, 1984
Date

Bob Jones
BOB JONES
President of the Pebble
Beach Property Owners
Association

Feb 29, 1984
Date

STATE OF TEXAS:

Before me, a Notary Public today personally appeared Olga Bradford and Bob Jones who, being first duly sworn by me, stated that they are duly authorized to execute this instrument on behalf of the PEBBLE BEACH PROPERTY OWNERS ASSOCIATION and executed the same for the considerations and purposes expressed therein.

[Signature]
Notary Public in and for State of Texas
My Commission Expires: Oct 31, 1984

2/29/84
Date

FILED FOR RECORD

This 1 Day of Mar A. D., 1984

At 9:10 O'Clock A M

Vera King
County Clerk, Bandera County, Texas

By Marilyn Seale Deputy

*Charlotte Cook
P.O. Box 2042
Lake Hill, Tex 78063*

STATE OF TEXAS
COUNTY OF BANDERA

I, VERA KING, Clerk of the County Court of Said County, do hereby certify that this instrument was filed in file number sequence on the 1st day of Mar 19 84 at 9:10 o'clock A.M. and duly recorded on the 1st day of Mar 19 84 at 3:05 o'clock P.M. in the OFFICIAL PUBLIC RECORDS OF REAL PROPERTY of Bandera County, Texas in Volume 239 Pages 192-202.

WITNESS MY HAND AND SEAL OF THE COUNTY OF BANDERA, the day and ~~year~~ last above written.

VERA KING, County Clerk
Bandera County, Texas

By Aundee Kirkindall
Aundee Kirkindall Deputy

NOTES