Cause No. _____

Kenneth Simmons, et al., *Plaintiffs*, v. Riverbend Club, LLC, and Riverbend Club RE – 2021, LLC, *Defendants*.	§ § § § § § §	In the District Court Travis County, Texas ____ Judicial District

PLAINTIFFS' ORIGINAL PETITION & APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTIVE RELIEF

Plaintiffs, Ken Simmons, Robert J. Bussone, Jennifer F. Bussone, Christopher Godwin, Trent Davis, Jonathan Ellisor, and Tanya Ellisor (collectively, "Plaintiffs") submit their Original Petition and Application for Temporary and Permanent Injunctive Relief against Defendants Riverbend Club, LLC ("RC") and Riverbend Club RE – 2021, LLC ("RCRE") (collectively, "Defendants"). Plaintiffs respectfully request that upon final hearing of this matter, the Court grant Plaintiffs the relief specified herein. In support, Plaintiffs would show as follows.

INTRODUCTION

1. The present case arises from a dispute concerning the rights and obligations of property owners within The Reserve at Lake Travis, a

lakeside community located in Travis County, Texas. Plaintiffs, who are owners of various properties within the community, seek declaratory and injunctive relief against Defendants, including RCRE (the owner of certain real property in the community, i.e., the "Premises" defined below) and RC (the purported operator of a private club on the Premises known as the Riverbend Club or the Club).

2. Defendants contend that under restrictive covenants, Club membership is generally mandatory for property owners in the community (though there are exceptions for a select few properties and individuals). Defendants' position is that they are free to charge whatever amounts they choose and provide any level of service (including no services at all) in connection with this allegedly mandatory membership in the private, for-profit Club.

3. Historically, The Reserve at Lake Travis was a premier resort-style community, boasting a wealth of luxurious amenities and attracting both residents and visitors alike. But there has been a substantial deterioration in the quality and availability of these amenities following RCRE's acquisition of the Premises and RC's management of the Club. Before the change in ownership and management, the Club was exceptionally well-managed. However, under RC's tenure, there has been a dramatic decline in both service provision and facility maintenance. This

decline is evidenced by the closure of the club's restaurant, neglect of the lodge, dramatic deterioration and unavailability of the swim park and related amenities, and termination of the large staff who previously attended to community members' needs.

4. Adding insult to injury, Defendants have implemented dramatic fee increases even though services are not being provided. Plaintiffs and other property owners in the community dispute the legality of their purported obligations and have stopped paying for services not rendered. As a result, Defendants have been threatening Plaintiffs and such property owners with credit reporting, lawsuits, liens, and foreclosure actions against their properties. Defendants' unjust actions pose significant risks to Plaintiffs' property interests, financial stability, and overall quality of life within the community.

5. Plaintiffs challenge the enforceability of the disputed covenants and seek judicial intervention to clarify their rights. They seek temporary injunctive relief specifically set forth below, including (by way of summary): (1) halting the collection of initiation fees and membership dues until the Club's amenities are fully operational; (2) preventing Defendants from imposing liens and foreclosing on properties for purported unpaid fees; (3) requiring Defendants to maintain electricity service for pumps and pool water levels that supply the community's fire hydrants. Plaintiffs are

requesting the Court to enjoin Defendants from their conduct, which has resulted in an inadequate water supply for the community's fire hydrants in case of a fire and otherwise threatens Plaintiffs' property interests. By seeking such relief, Plaintiffs aim to protect their property interests, financial stability, and quality of life within The Reserve at Lake Travis community.

DISCOVERY LEVEL

6. Plaintiffs intend to conduct discovery under a Level 2 Discovery Control Plan in accordance with Texas Rule of Civil Procedure 190.3.

PARTIES

7. Plaintiff Ken Simmons is an individual residing in Travis County, Texas.

8. Plaintiff Robert J. Bussone is an individual residing in Travis County, Texas.

9. Plaintiff Jennifer F. Bussone is an individual residing in Travis County, Texas.

10. Plaintiff Christopher Godwin is an individual residing in Travis County, Texas

11. Plaintiff Trent Davis is an individual residing in Travis County, Texas.

12. Plaintiff Jonathan Ellisor is an individual residing in Montgomery County, Texas.

13. Plaintiff Tanya Ellisor is an individual residing in Montgomery County, Texas.

14. Defendant Riverbend Club, LLC ("RC") is a limited liability company organized under the laws of the State of Texas. Its principal office is located at PO Box 8248, Spring, Harris County, Texas 77387. RC may be served with citation by serving a copy of the citation and this petition on RC's registered agent, Lawyer's Aid Service, Inc., at 505 West 15th Street, Austin, Texas 78701.

15. Defendant Riverbend Club RE – 2021, LLC ("RCRE") is a limited liability company organized under the laws of the State of Texas. Its principal office is in Seabiscuit Cove, Spicewood, Travis County, Texas 78669. RCRE may be served with citation by serving a copy of the citation and this petition on RCRE's registered agent, Enosis Investments, LLC, at 2520 Research Forest Dr., Suite 440, The Woodlands, Texas 77381.

RULE 47 STATEMENT

16. Plaintiffs seek monetary relief of less than $250,000 and nonmonetary relief.

JURISDICTION AND VENUE

17. This matter is within the jurisdiction of this court because the amount in controversy exceeds the minimum jurisdictional limits of this court.

18. Venue is proper in Travis County, Texas, because it is the county where all or a substantial part of the acts or omissions at issue in this litigation took place. Venue is also proper as RCRE's principal office is located in Travis County.

19. The Court has general personal jurisdiction over the Defendants because they are companies organized in Texas.

FACTUAL BACKGROUND

Background About the Parties and the Club

20. Plaintiffs are owners of properties situated along Lake Travis in Travis County, Texas. This community is generally known as The Reserve at Lake Travis and billed as a resort-style community with world-class amenities. Historically, there has been a substantial short-term rental market in the community for properties used as vacation rentals.

21. Some of the Plaintiffs are owners of single-family residential property identified as Lots in The Reserve at Lake Travis Master Covenant recorded as Document No. 2008141043 in the Official Public Records of Travis County, Texas (the "Residential Lot Covenant").

22. Others of the Plaintiffs are owners of condominium units identified as Units in one or more of the following declarations of condominium regime:

a. Declaration of Condominium Regime for the Cabins at the Reserve, recorded as Document No. 2016032019 in the Official Public Records of Travis County, Texas, as amended.

b. Declaration of Condominium Regime for Alura Pointe Condominiums, recorded as Document No. 2010115344 in the Official Public Records of Travis County, Texas, as amended.

c. Declaration of Condominium Regime for Cliffside Condominiums, recorded as Document No. 2012202399 in the Official Public Records of Travis County, Texas, as amended.

d. Declaration of Condominium Regime for the Reserve at Lake Travis Cypress Cove Treehouses, recorded as Document No. 2019059276 in the Official Public Records of Travis County, Texas, as amended.

e. Declaration of Condominium Regime for The Reserve at Lake Travis Farmhouses, recorded as Document No.

2017006705 in the Official Public Records of Travis County, Texas, as amended.

23. Herein, each of the foregoing condominium declarations is individually referred to as a "Condominium Covenant" and these declarations are collectively referred to as the "Condominium Covenants."

24. RCRE owns real property in Travis County, Texas, including a swim park, lodge, restaurant, and related appurtenances ("Premises"). The Official Public Records of Travis County, Texas indicate that RCRE acquired the Premises from The Reserve at Lake Travis, LLC, by special warranty deed dated May 6, 2021. The Premises are not subject to the Residential Lot Covenant or any of the Condominium Covenants.

25. RC is the operator of a purported private, for-profit club on the Premises; this club is also known as the Riverbend Club ("Club"). RC contends that membership in the Club is generally mandatory for each Residential Unit in the community and the owners are required to pay monthly Membership Dues. It also contends that whenever a new owner acquires one of the Residential Units, the new owner must pay an Initiation Fee.

26. RC contends that it has absolute discretion to set the prices of the Initiation Fee and monthly Membership Dues. It also contends that it has absolute discretion to decide what services it provides in exchange for

these payments—and that if it chooses, it can provide no services and continue demanding payments. Club membership is open to the public, not just members of the community.

27. From 2008 until RCRE's acquisition of the Premises, the Premises were operated and known as the Cypress Club. Owners paid an "Initiation Fee" plus monthly Membership Dues for membership in the Cypress Club. During this period, the Premises were maintained in immaculate condition and the Cypress Club maintained reasonable operating hours. Amenities at the Cypress Club included (among other things), access to: a swim park overseen by lifeguards and other staff and featuring pools, a lazy river, towel service, and a bar and restaurant; a lodge, and another restaurant operated on the Premises.

28. Since RCRE acquired the Premises and RC began operating the Riverbend Club, circumstances have dramatically deteriorated. The restaurant has been shuttered—it ceased regular operations around the second quarter of 2022. Since about the same time, the lodge (an outdoor gathering space equipped with chairs, tables, and an outdoor kitchen) has been neglected and unmaintained, resulting in a state of disrepair that has transformed it into a blight rather than an amenity. Additionally, the swim park has been neglected and unavailable for use during most of 2022 and 2023 (to the extent the pool was open at all during 2023, it was due to the

members taking it upon themselves to operate the pool at their own expense). This neglect caused the water to become stagnant, green, and ultimately, due to the low water levels, the pools and lazy river have sustained permanent damage. The swim park remains in this condition at the time this petition is filed.

29. The allegations in this paragraph are made on information and belief. Defendants even allowed the electricity to the Premises to be disconnected due to their failure to pay electricity bills. This is particularly alarming as the Premises include water pumps necessary to operate the community's fire hydrants. Even if electricity has been restored, the water levels are currently so low that water does not reach the intakes where it would be routed to the fire hydrants. Further, even if the water levels were sufficient, the putrid state of the water risks damaging the fire hydrant system and any property it is intended to protect.

30. Adding insult to injury, Defendants increased the Membership Dues and Initiation Fee. The Membership Dues surged from $150 per month to $625 per month before taxes, and the Initiation Fee jumped from $15,000 to $25,000. Defendants maintain that this Initiation Fee must be paid any time a Lot or condominium Unit is transferred. Despite collecting these fees, access to Club amenities was generally unavailable or severely compromised. Consequently, some members of the community eventually

ceased paying their dues in protest, and some of the condominium regimes filed amendments to their respective Condominium Covenants, removing any provisions stating obligations to be a member of the Club, pay Membership Dues, and pay the Initiation Fee. Now, RC is demanding that community members pay all amounts allegedly past due and resume regular payment of their Membership Dues—even though the Club remains non-functional.

The Mandatory Membership Covenants

31. The mandatory membership covenant originated in the Restrictive Covenant for Cypress Club Membership in The Reserve at Lake Travis, recorded as Document No. 2008176522 in the Official Public Records of Travis County, Texas ("Original Covenant"). It provided that each Owner of certain Lots "and any additional lot or property added to this Restrictive Covenant pursuant to Paragraph 1 below will be obligated to acquire and maintain membership in the Cypress Club ('**Cypress Club Membership**'), which will provide each Owner with the limited right to use the Cypress Club and related facilities and amenities as determined from time to time by Declarant or The Reserve at Lake Travis Cypress Club, LLC, a Texas limited liability company (the '**Club Operator**'). Each lot or condominium unit subject or made subject to this Restrictive Covenant is referred to herein as a '**Residential Unit**'." (emphasis in original).

Defendants have ostensibly taken the position that Plaintiffs' properties are Residential Units subject to this covenant.

32. The Original Covenant purported to allow the Declarant, The Reserve at Lake Travis, LLC ("Declarant"), to add property to this covenant by filing a notice of addition of land in the Official Public Record of Travis County, Texas. It also left the owners' rights and obligations subject to the whims of the Club Owner: "Upon acquisition of a Residential Unit, each Owner will automatically become the holder of a Cypress Club Membership, with such rights, privileges, and obligations as may be determined from time to time by Declarant or the Club Operator."

33. When the Original Covenant was issued, the Initiation Fee was set at $10,000 and monthly Membership Dues were $150. But it purportedly granted the Declarant and Club Operator the authority to exempt certain Residential Units from paying all or a portion of these fees and to establish a Founders Club or similar program with members subject to alternative fee schedules. It also made clear that "[n]either Declarant nor any of its affiliates, will ever, under any circumstances, be obligated to acquire and/or maintain a Cypress Club Membership related to such Residential Unit." On information and belief, multiple individuals were granted lifetime membership to the Club without being obligated to pay an Initiation Fee or Membership Dues, and this privilege was extended

to them irrespective of whether they owned any real property in the community.

34. The Original Covenant provided that Membership Dues were not anticipated to be levied until after the facilities were substantially complete and available for use.

35. In the years following the Original Covenant's creation, multiple condominium regimes were established by the several Condominium Covenants from parcels near the Premises. Each of these included the following provision addressing Cypress Club membership:

> It is contemplated that the Property will be annexed into that certain Restrictive Covenant for Cypress Club Membership in The Reserve at Lake Travis recorded in the Official Public Records of Travis County, Texas (the "Cypress Club Restrictive Covenant"), in which case each Unit Owner will be required to become a member of the Cypress Club as more particularly set forth in the Cypress Club Restrictive Covenant. The Association and/or the Club Operator (as defined the Cypress Club Restrictive Covenant) may have a recurring obligation to renew the provisions of the Cypress Club Restrictive Covenant that apply to the Property before the tenth (10th) anniversary of the recording date of the Cypress Club Restrictive Covenant but in no event earlier than the day following the ninth (9th) anniversary of the recording of Cypress Club Restrictive Covenant, and thereafter, following the ninth (9th) anniversary of the recording of such amendment but in no event later than the tenth (10th) anniversary of the recording date of such amendment. The Association and/or the Club Operator may be required to renew the applicable provisions of the Cypress Club Restrictive Covenant in accordance with the provisions of Texas Property Code Section 82.0675, this Declaration and the Cypress Club Restrictive Covenant.

See, e.g., Treehouses Declaration at § 21.9; Cabins Declaration at § 21.9. Three of the condominium regimes filed amendments removing the foregoing provision from their respective Condominium Covenants.

36. Neither Defendants nor the Cypress Club are parties to the Original Covenant. The Premises are not part of the Residential Lot Covenant. Nor are the Premises general common elements, limited common elements, or otherwise part of any of the Condominium Covenants.

37. Despite the Club's ongoing state of inoperability, Defendants are threatening to enforce the covenants against owners of Residential Units unless they pay all purportedly outstanding amounts and resume payment of the Membership Dues. The threatened enforcement includes credit reporting, lawsuits, liens, and foreclosures against community members' properties. Defendants' inequitable and harmful conduct has forced Plaintiffs to petition this Court for relief.

38. Attached hereto as **Exhibit 1** and incorporated herein by reference is declaration verifying the factual allegations supporting Plaintiffs' application for temporary injunction.

CAUSES OF ACTION

39. The foregoing paragraphs are incorporated herein by reference.

40. Plaintiffs plead these causes of action and, to the extent necessary, plead them in the alternative.

COUNT I – Declaratory Judgment

41. The foregoing paragraphs are incorporated herein by reference. Plaintiffs plead for the requested relief in the alternative to the extent necessary.

42. With limited exceptions, the Texas Property Code proscribes "private transfer fee obligations" created on or after June 17, 2011. Such obligations are generally not binding or enforceable against a subsequent owner or purchaser of an interest in real property and are void. Any person who created such an obligation before June 17, 2011, was required to file a "Notice of Private Transfer Fee Obligation" in Travis County's real property records by January 31, 2012. *See* Tex. Prop. Code at § 5.203(a).

43. The Original Covenant, as amended by any amendments thereto, is henceforth referred to as the "Covenants." The Covenants' requirement that the Initiation Fee be paid on transfer of a Residential Unit is a private transfer fee obligation. Accordingly, this requirement is unenforceable and void if the obligation was created after June 16, 2011, or if the requisite notice was not filed until after January 31, 2012. On information and belief, no notices were filed until 2017. Thus, the Initiation Fee obligation is invalid.

44. For a neighborhood scheme of restrictions to be enforceable, it must apply to all lots of similar character within the subdivision. In this case, the Covenants imposing the Initiation Fee and Membership Dues do not apply to all lots of similar character. Moreover, the Club Operator has the unilateral authority to waive or modify these fees or establish alternate fee schedules at its discretion.

45. On information and belief, certain Residential Units have been exempted from these requirements despite being of similar character to those purportedly required to pay these fees. On information and belief, multiple individuals have been given lifetime membership to the Club irrespective of whether they own Residential Units and without any obligation to pay an Initiation Fee or Membership Dues.

46. Because the Covenants do not uniformly apply to all Residential Units of similar character within the subdivision (and also because some individuals have been given lifetime membership without any obligations), these covenants are unenforceable.

47. For a restrictive covenant to run with the land, it must touch and concern the land. The Covenants at issue do not touch and concern the land, thus they are personal covenants.

48. Despite collecting Initiation Fees and Membership Dues that are challenged in this action, Defendants have failed to provide Club amenities.

49. In order to afford relief from uncertainty, a declaratory judgment declaring the rights of the parties under these written instruments and Texas law is appropriate.

50. Pursuant to Texas Civil Practice & Remedies Code § 37.001 *et seq.*, Plaintiffs ask the Court to issue a judgment declaring:

a. The Initiation Fee is unenforceable because it is a private transfer fee obligation that does not satisfy any exception to Texas Property Code § 5.202;

b. The Covenants are unenforceable because they subject some property to burdens while exempting similarly situated property from the same burdens;

c. The Covenants are unenforceable because they subject some property to burdens while exempting certain individuals and giving such individuals lifetime Club membership without any accompanying obligations;

d. The Covenants are personal covenants because they do not touch and concern the land; and

e. Plaintiffs are not obligated to acquire or sustain any membership in the Club.

51. In the unlikely event that the aforementioned relief is denied, Plaintiffs alternatively request that the Court issue judgment declaring:

a. Defendants are not entitled to any Initiation Fee or Membership Dues for periods during which the Club was not or is not operating and providing Owners access to all amenities including the lodge, swim park, and restaurant;

b. Defendants collected Initiation Fees and Membership Dues for periods during which the Club was not operating and providing Owners access to all amenities;

c. Defendants are prohibited from increasing the Initiation Fee or Membership Dues in a manner that is arbitrary and capricious or unreasonable, inequitable, and oppressive; and

d. The current Initiation Fee and Membership Dues are arbitrary and capricious or unreasonable, inequitable, and oppressive.

52. Under Texas Civil Practice and Remedies Code Section 37.009, Plaintiffs seek to recover their reasonable and necessary attorney's fees and costs as are equitable and just. Accordingly, Plaintiffs respectfully ask

the Court to enter an order against Defendants awarding Plaintiffs their reasonable and necessary attorney's fees and costs as are equitable and just and incurred through trial and any appeal of the orders or judgments entered in this cause.

Count II – Money Had and Received

53. The foregoing paragraphs (except for Paragraphs 50-52) are incorporated herein by reference.

54. Plaintiffs paid Initiation Fees and/or Membership Dues to RC or RCRE. RC or RCRE kept this money but failed to provide the expected Club amenities in exchange for their payments.

55. In equity and good conscience, the money held by RC and/or RCRE belongs to Plaintiffs.

56. Accordingly, Plaintiffs seek to recover the money that they paid to RC or RCRE without receiving the expected Club amenities in return.

APPLICATION FOR TEMPORARY INJUNCTION

57. The foregoing paragraphs are incorporated herein by reference.

58. The last actual, peaceable, non-contested status preceding this controversy is when the Club's amenities were operating and available for use as they generally were during The Reserve at Lake Travis Cypress Clubb, LLC's operation of the Premises, at which point Membership Dues were $150 per month.

59. Plaintiffs have pleaded claims, will show a probable right to obtain the relief they seek, and will show a probable injury in the interim. Without temporary relief, Plaintiffs are likely to suffer irreparable harm, potentially including harm to their credit, disruption of the quiet use and enjoyment of their properties, placement of invalid liens on their properties, foreclosure proceedings based on such liens, loss of business, fire-related damages, and/or other injuries.

60. Plaintiffs respectfully ask the Court to enter a temporary injunction enjoining Defendants and their successors and assigns from:

a. Demanding or collecting Initiation Fees;

b. Demanding or collecting Membership Dues purportedly incurred before the date this injunction is entered;

c. Asserting any lien against any of the Residential Units for allegedly unpaid Initiation Fees or Membership Dues;

d. Demanding or collecting Membership Dues for any period of time after entry of this injunction during which the Club (for clarity, this includes the lodge, swim park, and restaurant) is not fully operating and available for use to the same extent as it was prior to RCRE's acquisition of the Premises;

e. Demanding or collecting Membership Dues greater than $150 per month per capita as conditionally permitted in the preceding paragraph; and

f. Allowing electricity services at the Premises to be disconnected or allowing pool water levels or quality to be less than sufficient to ensure an adequate supply of water to the community's fire hydrants.

APPLICATION FOR PERMANENT INJUNCTION

61. The foregoing paragraphs (except for Paragraphs 50-52 and 59-60) are incorporated herein by reference. Plaintiffs plead in the alternative to the extent necessary.

62. Plaintiffs request that upon final hearing of this cause, the Court enter a permanent injunction enjoining Defendants and their successors and assigns from:

a. Demanding or collecting Initiation Fees;

b. Demanding or collecting Membership Dues without express written consent is provided by the party from whom such fees are demanded or collected, in accordance with a negotiated, voluntary membership agreement post-dating the Court's final judgment and signed by the party from whom such fees are sought;

c. Representing that membership in the Club or any similar membership is obligatory by virtue of a person's ownership of a Residential Unit or other involvement in the community;

d. Asserting, maintaining, or foreclosing upon any lien against any Residential Unit owners or their successors for allegedly unpaid Initiation Fees or Membership Dues; and

e. Allowing electricity services at the Premises to be disconnected or allowing pool water levels or quality to be less than sufficient to ensure an adequate supply of water to the community's fire hydrants.

ATTORNEY'S FEES

63. Under Texas Civil Practice and Remedies Code Section 37.009, Plaintiffs seek to recover their reasonable and necessary attorney's fees and costs as are equitable and just. Accordingly, Plaintiffs respectfully ask the Court to enter an order against Defendants awarding Plaintiffs their reasonable and necessary attorney's fees and costs as are equitable and just and incurred through trial and any appeal of the orders or judgments entered in this cause.

CONDITIONS PRECEDENT

64. All conditions precedent to the foregoing causes of action have been performed or have occurred.

JURY DEMAND

65. Plaintiffs demand a jury trial and have paid the required jury fee.

PRAYER FOR RELIEF

For the foregoing reasons, and in the alternative to the extent necessary, Plaintiffs respectfully request that the Court enter the aforementioned temporary injunctive relief and, upon final hearing of this cause, enter a final judgment against Defendants, issuing the above-described declarations, entering the above-described permanent injunction, and awarding to Plaintiffs their damages and reasonable and necessary attorney's fees through trial and any appeal of the Court's judgment, along with all court costs, and all such other and further relief as Plaintiffs show themselves entitled to receive at law or in equity.

Respectfully submitted,

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/s/John D. Bullock

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Cause No. _____

Kenneth Simmons, et al., *Plaintiffs*, v. Riverbend Club, LLC, and Riverbend Club RE – 2021, LLC, *Defendants*.	§ § § § § § § § §	In the District Court Travis County, Texas ____ Judicial District

DECLARATION OF KENNETH JOE SIMMONS

"I, Kenneth Joe Simmons, hereby declare as follows:

1. My name is Kenneth Joe Simmons. I am above the age of eighteen years and am fully competent to make this declaration. I have personal knowledge of the facts stated in this declaration.

2. I am the owner of real property located in The Reserve at Lake Travis community in Travis County, Texas. I am a plaintiff in the above-captioned litigation ('Litigation').

3. Since Riverbend Club RE – 2021, LLC's acquisition of the Premises (as defined in Plaintiffs' Original Petition and Applications for Temporary and Permanent Injunctive Relief filed in the Litigation) and Riverbend Club, LLC's management of the Club, there has been a significant deterioration in the quality, availability, and maintenance of Club amenities.

4. Since approximately the second quarter of 2022, the Club's restaurant and lodge have been effectively shut down, and the swim park has been neglected, leading to unavailability and poor conditions. Prior to Defendants' acquisition and operation of the Premises and Club, the Club amenities were exceptionally well maintained and regularly available—the swim park was clean and overseen by lifeguards and other staff, included towel services, and bar and restaurant services. This is no longer the case. Likewise, the lodge was clean and well

EXHIBIT 1

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maintained, but it is no longer. Historically, the restaurant was frequently open and operating, but now it is generally closed.

5. Despite the decline in services and amenities, Defendants have drastically increased Membership Dues and Initiation Fee. Whereas before, the Membership Dues were $150 per month, they reached $625 per month during Defendants' tenure. Likewise, the Initiation Fee was $10,000 according to the Original Covenant, but it has jumped to $25,000 during Defendants' tenure.

6. These increased costs, coupled with the reduced value of amenities, have significantly impacted the community and its property owners.

7. Some members of the community, including myself, have ceased paying dues in response to the unavailability of Club amenities and unreasonable fee increases.

9. I understand that the water supply for the community's fire hydrants is pumped from the pools in the swim park via pumps located on the Premises. On information and belief, electricity service to the Premises was disconnected due to nonpayment of electricity bills and this left the water pumps inoperable and unable to supply water to the community's fire hydrants. This raises the concern that the community will not have an adequate water supply in the event of a fire. Further, there are concerns that the present low water levels in the pools may be insufficient to supply the hydrant system and that the pool water is so dirty that it could harm the hydrant system and property it is intended to protect.

10. Despite the state of the Club's amenities, Defendants are threatening legal actions against property owners who have ceased paying dues, including credit reporting, lawsuits, liens, and foreclosures.

11. Based on the above facts, I believe that the Defendants' actions are detrimental to the property owners in The Reserve at Lake Travis and am seeking relief through legal intervention.

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My name is Kenneth Joe Simmons, my date of birth is [redacted], and my address is [redacted], I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas on February 8, 2024."

DocuSigned by:
Kenneth Joe Simmons
3A050294E7FE433...

Kenneth Joe Simmons, declarant