

SECURITY MEASURES POLICY
for
KERRVILLE SUMMIT PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

I, _____, President of Kerrville Summit Property Owners Association (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by a majority vote of the members of the Board in attendance.

RECITALS

1. The property encumbered by this Security Measures Policy (the "**Policy**") is that property restricted by the Declaration of Restrictions, Covenants, Conditions of The Summit - Phase III and Phase IV Subdivisions in Kerr County Texas, recorded as Document No. 6383 in Volume 761, Page 149 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase V and Phase VI Subdivisions in Kerr County Texas, recorded as Document No. 7982 in Volume 820, Page 506 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VII Subdivision in Kerr County Texas, recorded as Document No. 1278 in Volume 938, Page 389 of the Official Public Records of Kerr County, Texas; First Amendment of Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VII Subdivision in Kerr County Texas, recorded as Document No. 4369 in Volume 1191, Page 130 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VII Subdivision in Kerr County Texas, recorded as Document No. 1278 in Volume 938, Page 389 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VIII Subdivision in Kerr County Texas, recorded in Volume 1529, Page 5 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase X Subdivision in Kerr County Texas, recorded as Document No. 5900 in Volume 1443, Page 459 of the Official Public Records of Kerr County, Texas; and Declaration of Restrictions, Covenants, Conditions of The Summit - Phase XI Subdivision in Kerr County Texas, recorded in Volume 1329, Page 357 of the Official Public Records of Kerr County, Texas; The Summit Subdivision Phase XII, a subdivision in Kerr County, Texas according to the map or plat thereof recorded as in Volume 7, Page 209, in the Plat Records of Kerr County, Texas; as same have been or may be amended and supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.

2. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

3. Any reference made herein to approval by the Architectural Control Committee (the "ACC"), means prior written approval by the ACC.

4. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **ACC Application Required.** Before any security measure contemplated by Section 202.023 of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an ACC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ACC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

3. **Type of Fencing.** The Code authorizes the Association to regulate the type and placement and location of driveway gates of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing generally
 - (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or

design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.

- (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the ACC.
 - (iii) No vines or vegetation shall be allowed to grow on security measure fencing.
 - (iv) Security measure fencing must be located on the perimeter of a Lot; however, it is prohibited for security measure fencing to obstruct:
 - (i) a license area as defined by a written license agreement or plat;
 - (ii) a sidewalk in the public right-of-way or otherwise installed for public or community use; or
 - (iii) a drainage easement or drainage area. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk.
 - (v) A driveway gate must be set back at least ten (10) feet from the right-of-way if the driveway intersects with a laned roadway, as defined by Section 541.302, Transportation Code.
 - (vi) Pursuant to the Declaration, in no event shall any fence extend any closer to the street fronting a dwelling than the front-most building line of a dwelling unless the perimeter fencing in front of a dwelling's front-most building line was installed or constructed before September 1, 2025. The Association may not prohibit an owner from installing fencing in front of a dwelling's front-most building line if the owner's residential address is exempt from public disclosure under state or federal law or the owner provides to the Association documentation from a law enforcement agency of the owner's need for enhanced security measures.
- b. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
 - c. The ACC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
 - d. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the ACC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the ACC application to the ACC. In the event that the

Affected Lot Owner(s) refuse to sign the ACC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

5. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ACC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ACC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Kerr County, Texas.

**KERRVILLE SUMMIT PROPERTY OWNERS
ASSOCIATION**

By: _____
Printed: _____
Its: President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned notary public, on this ____ day of _____, 2026, personally appeared _____, President of Kerrville Summit Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

ARCHITECTURAL CONTROL COMMITTEE MEMBER SOLICITATION POLICY
for
KERRVILLE SUMMIT PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

I, _____, President of Kerrville Summit Property Owners Association (the "**Association**"), certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following "Architectural Control Committee Member Solicitation Policy" was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this Architectural Control Committee Member Solicitation Policy ("**Policy**") is that property restricted by the Declaration of Restrictions, Covenants, Conditions of The Summit - Phase III and Phase IV Subdivisions in Kerr County Texas, recorded as Document No. 6383 in Volume 761, Page 149 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase V and Phase VI Subdivisions in Kerr County Texas, recorded as Document No. 7982 in Volume 820, Page 506 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VII Subdivision in Kerr County Texas, recorded as Document No. 1278 in Volume 938, Page 389 of the Official Public Records of Kerr County, Texas; First Amendment of Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VII Subdivision in Kerr County Texas, recorded as Document No. 4369 in Volume 1191, Page 130 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VII Subdivision in Kerr County Texas, recorded as Document No. 1278 in Volume 938, Page 389 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase VIII Subdivision in Kerr County Texas, recorded in Volume 1529, Page 5 of the Official Public Records of Kerr County, Texas; Declaration of Restrictions, Covenants, Conditions of The Summit - Phase X Subdivision in Kerr County Texas, recorded as Document No. 5900 in Volume 1443, Page 459 of the Official Public Records of Kerr County, Texas; and Declaration of Restrictions, Covenants, Conditions of The Summit - Phase XI Subdivision in Kerr County Texas, recorded in Volume 1329, Page 357 of the Official Public Records of Kerr County, Texas; The Summit Subdivision Phase XII, a subdivision in Kerr County, Texas according to the map or plat thereof recorded as in Volume 7, Page 209, in the Plat Records of Kerr County, Texas; as same have been or may be amended and supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 4 of the Declaration sets forth the Architectural Review restrictions that apply to applicable improvements and/or structures on all Lots in The Summit Subdivision.

3. As a result of recent statutory changes pertaining to the solicitation and composition of architectural review committee members in property owners' associations bound by and subject to Chapter 209 of the Texas Property Code, the Board has determined it to be in the best interest of the Association to adopt an Architectural Control Committee Member Solicitation Policy.

4. All capitalized terms in this Policy shall have the same meanings as those ascribed to them in the Declaration.

5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

ARCHITECTURAL CONTROL COMMITTEE MEMBER SOLICITATION POLICY

Pursuant to Texas Property Code Section 209.00506, Architectural Control Committee Members shall be solicited in the following manner:

A. Solicitation of Architectural Control Committee Members. Not later than the tenth (10th) day before the date the Board appoints or meets to appoint a Member or Members to serve on the Architectural Control Committee (the "ACC"), the Association must provide notice to the Members soliciting persons interested in serving on the ACC.

1. The notice may be mailed to each Member or provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's Common Area or, with the owner's consent, on private property located within the Association; or (b) on an Internet website maintained by the Association and available to all Members, and by sending notice by email to each Member who has registered an email address with the Association.
2. The notice must contain instructions for a Member to notify the Association of the Member's interest in serving on the ACC including the date by which the Member's notification must be received by the Association.
3. The date by which notification of a Member's interest in serving on the ACC must be received by the Association may not be earlier than the tenth (10th) day after the date the association provides the notice soliciting Member interest in serving on the ACC.
4. The Board may appoint or remove ACC members.
5. If a vacancy remains on the ACC after the notice required by this section is sent and the deadline for Members to respond expires, the Board may appoint any Member to fill the vacancy, including a current Board Member, a current Board Member's spouse, or a Member residing in a current Board Member's household.

CERTIFICATION

I hereby certify that I am the duly elected and acting President of the Association, and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Kerr County, Texas.

**KERRVILLE SUMMIT PROPERTY OWNERS
ASSOCIATION**

By: _____
Printed: _____
Its: President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned notary public, on this ____ day of _____, 2026 personally appeared _____, President of Kerrville Summit Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas